21757

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
JAN 26 2015
SC Court of Appeals

APPEAL FROM LEXINGTION COUNTY
Court of Common Pleas

James O. Spence, Master-in-Equity

Case No. 2010-CP-32-2038

Oliver Grady Query, and the Estate of Grady W. Query, by its Personal Representative, Oliver Grady Query, Respondents-Appellants,

v.

Ladislao Castrejon, Alberto Lozano and Jesus Brito, Defendants,

Of Whom Ladislao Castrejon is the Appellant-Respondent and Jesus Brito is the Respondent.

RECORD ON APPEAL
VOLUME II OF II

ALLEN BULLARD
Post Office Box 11886
Columbia, South Carolina 29211
(803) 779-3500
Attorneys for Appellant-Respondent

JESUS BRITO
16 Forest Pkwy., Bldg. C-1119
Forest Park, Georgia 30297-2015
(404) 361-0464
Pro Se Respondent

MARK EVANS
147 Wapoo Creek Drive, Suite 201
Charleston, South Carolina 29412
(843) 762-6640
Attorney for Respondents-Appellants

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1226 Pickens Street
Suite 106
Columbia, South Carolina 29201
803 254-3080
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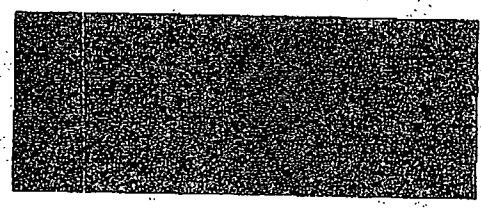


Fax

To:	Samuel Jefcoat	**From:**	Lyn Howell Hensel
Fax:	803 321-3991	**Pages:**	1, including cover
		Date:	November 30, 2009

Sam, this Fax will confirm our telephone conversation on today's date. As we discussed, I have been asked to review the written documentation you provided to Ladis containing what appears to be an unfiled complaint in Civil Court in Lexington County. It is my understanding that you have not accepted service on behalf of any of the three named Defendants., do not have a filed copy of the Complaint and have not spoken to Attorney Mark Evans about the case.

I am requesting that you forward to me any written documents, plats, contracts, etc which you have that will assist me in evaluating this case. The Complaint refers to 2 contracts. I have only one faxed version which is not signed by the Seller.

You may confirm permission to provide me with these papers with either Chris or Ladis.

Thank you.

MARK V. EVANS
Attorney and Counsellor at Law

James Island Office
147 Wappoo Creek Drive
Wappoo Centre, Suite 202
Charleston, SC 29412
(843) 795-9500
(843) 762-1500 (fax)

Summerville Office
107 West 5th North Street
Post Office Box 821
Summerville, SC 29484
(843) 821-3000
(fax) (843) 821-2359

November 4, 2009

Samuel Jefcoat, Esquire
PO Box 397
Newberry South Carolina 29108

RE: Oliver Grady Query and The Estate of Grady W. Query, by its Personal Representative, Oliver Grady Query v. Ladislao Castrejon, Alberto Lozano and Jesus Brito
Case number: 2009-CP-32-

Dear Samuel:

I represent Grady in this matter. I am forwarding to you a copy of the proposed Complaint because you were representing the Defendants in preparation for the closing.

Please call me at your convenience so we can talk about this.

Kind Regards,

Mark V. Evans

Mark V. Evans

MVE/tob

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	CASE NUMBER: 2009-CP-32-
Oliver Grady Query, and The Estate of Grady W. Query, By its Personal Representative, Oliver Grady Query,	)	
	)	COMPLAINT
Plaintiffs,	)	(BREACH OF CONTRACT)
vs.	)	
Ladislao Castrejon, Alberto Lozano, and Jesus Brito,	)	
Defendants.	)	
	)	(Non-Jury Trial)

The Plaintiffs, herein, complaining of the Defendants, would respectfully show unto this Honorable Court:

1. At all times pertinent herein, Plaintiff, Oliver Grady Query, individually and as Personal Representative of the Estate of Grady W. Query (hereinafter collectively referred to as "Sellers"), is a citizen and resident of the City of Charleston, County of Charleston, State of South Carolina.

2. At all times pertinent herein, Defendants Ladislao Castrejon, Alberto Lozano and Jesus Brito, (hereinafter referred to as "Buyers"), upon information and belief, are citizens and residents of the City of Chapin, County of Lexington, State of South Carolina.

3. This action concerns real property located within the County of Lexington, State of South Carolina, described more particularly herein-below.

4. On or about March 27, 2008, and at all times pertinent herein, Sellers were and still are the owners in fee simple and possessed the real property, together with buildings and improvements thereon, situated in the City of Gaston, County of Lexington, State of South Carolina, on Highway 321 (Lexington County TMS # 010100-02-017), herein referred to as the "Property" (property

description attached as Exhibit A).

5. On or about March 27, 2008, Sellers and Buyers entered into a written agreement to buy and sell real estate under the terms of which Sellers agreed to sell and Buyers agreed to buy the Property for a purchase price of $302,500.00, closing to occur on or before April 25, 2008. A true and correct copy of the contract is attached hereto as "Exhibit B" and incorporated herein by reference.

6. Pursuant to the terms of the contract between Sellers and Buyers, Buyers made a $2,000.00 earnest money deposit with ReMax Metro Associates, in its capacity as listing agent and escrow agent under the contract. Said funds remain on deposit with ReMax Metro Associates and have not been released to the Sellers.

7. Sellers have always been and still are ready, willing, and able to perform the agreement, and on September 24, 2008, at the subsequently rescheduled closing of the sale, Sellers offered to convey the Property to Buyers by a sufficient deed to the Property to perform fully the contract on Sellers' part, and made due demand upon Buyers for payment of the amount due under the contract in the manner provided therein. However, Buyers failed and/or refused to accept the conveyance and/or to pay the agreed upon purchase price.

8. On or about October 1, 2008, shortly after the scheduled closing date, Sellers wrote a letter to the Buyers' attorney notifying him that the Sellers were ready, willing, and able to perform the agreement and demanding that the Buyers make payment of the amount due under the contract in the manner provided therein and that they close the sale. However, Buyers have failed and/or refused, and continue to fail and/or refuse, to accept the conveyance and/or to pay the agreed upon purchase price. Buyers have also refused, and continue to refuse, to close the sale of the Property as required by the contract between the parties.

9. Sellers have duly performed all of their obligations under the terms of the contract

above-referenced.

10. Buyers have not paid the agreed purchase price or any part of such price, and continue to refuse to do so, and have refused to close the sale of the Property, and continue to refuse to close the sale, thereby breaching the contract between the parties.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract/Actual Damages)

11. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 10 herein-above as if reiterated verbatim.

12. By virtue of the facts as referenced above, Sellers and Buyers entered into a contract the terms of which are described herein-above.

13. Buyers have not paid the agreed purchase price or any part of such price, and continue to refuse to do so, and have refused to close the sale of the Property, and continue to refuse to close the sale, thereby breaching the contract between the parties.

14. As a direct and proximate result of Buyers' breach of contract with Sellers, Sellers have suffered actual and special damages, including, but not limited to, loss of the purchase price of $300,500.00 or the difference between said amount and the price that Sellers will be able to obtain in the future from another purchaser of the Property (i.e., the deficiency balance); mortgage and interest payments since the anticipated date of closing; plus such other actual, consequential, special, and incidental damages as the evidence may show. Therefore, Sellers are entitled to a judgment against Buyers in the amount of $300,500.00 and/or the deficiency balance, plus pre-judgment interest from the date of demand until the date of final judgment, and are further entitled to such other actual, consequential, special, and incidental damages as the evidence may show, and their costs, attorney's fees and expenses incurred in the prosecution of this action.

FOR A SECOND CAUSE OF ACTION
(Novation)

15. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 14 herein-above as if reiterated verbatim.

16. After the closing did not occur on April 25, 2008, as originally scheduled in the written agreement of March 27, 2008, between the parties, the Buyers retained an attorney, Samuel H. Jefcoat, Esquire, to assist them with the purchase of the Property.

17. As a result of further negotiations between the parties, a new agreement as to the terms of the contract between the parties was reached on or about August 11, 2008. The terms of the new agreement are attached as Exhibit C.

18. The new agreement between the parties did not include any limitations on remedies available to the parties in the event of a default under the agreement.

19. Sellers have always been and still are ready, willing, and able to perform the agreement, and on September 24, 2008, at the subsequently rescheduled closing of the sale, Sellers offered to convey the Property to Buyers by a sufficient deed to the Property to perform fully the contract on Sellers' part, and made due demand upon Buyers for payment of the amount due under the contract in the manner provided therein, namely, $75,000.00 in cash and a $225,500.00 Purchase Money Real Estate Mortgage to be granted to sellers. However, Buyers failed and/or refused to accept the conveyance and/or to pay the agreed upon purchase price.

20. On or about October 1, 2008, shortly after the scheduled closing date, Sellers wrote a letter to the Buyers' attorney notifying him that the Sellers were ready, willing, and able to perform the agreement and demanding that the Buyers make payment of the amount due under the contract in the manner provided therein and that they close the sale. However, Buyers have failed and/or refused, and continue to fail and/or refuse, to accept the conveyance and/or to pay the agreed upon purchase price. Buyers have also refused, and continue to refuse, to close the sale of the Property as

required by the contract between the parties.

21. Sellers have duly performed all of their obligations under the terms of the contract above-referenced.

22. Buyers have not paid the agreed purchase price or any part of such price, and continue to refuse to do so, and have refused to close the sale of the Property, and continue to refuse to close the sale, thereby breaching the contract between the parties.

23. As a direct and proximate result of Buyers' breach of contract with Sellers, Sellers have suffered actual and special damages, including, but not limited to, loss of the purchase price of $300,500.00 or the difference between said amount and the price that Sellers will be able to obtain in the future from another purchaser of the Property (i.e., the deficiency balance); mortgage and interest payments since the anticipated date of closing; plus such other actual, consequential, special, and incidental damages as the evidence may show. Therefore, Sellers are entitled to a judgment against Buyers in the amount of $300,500.00 and/or the deficiency balance, plus pre-judgment interest from the date of demand until the date of final judgment, and are further entitled to such other actual, consequential, special, and incidental damages as the evidence may show, and their costs, attorney's fees and expenses incurred in the prosecution of this action.

WHEREFORE, Plaintiff prays that he be awarded judgment against Defendants for actual damages in an amount to be determined by the trier of fact; prejudgment interest at the rate of 8.75% per annum; post-judgment interest at the rate of 12% per annum; litigation costs including reasonable attorney's fees incurred in the prosecution of this action; incidental and consequential damages as alleged herein and such other and further legal and equitable relief as to the Court seems just and proper.

Respectfully submitted,

_____

Mark V. Evans, Esquire
147 Wappoo Creek Drive, Suite 202
Charleston, SC 29412
Telephone: 843-762-6640
Facsimile: 843-762-1500

Alvin Neal, Esquire
Post Office Box 311
Irmo, South Carolina 29063

Attorneys for the Plaintiffs

Dated: _____
Charleston, South Carolina

A.	B. TYPE OF LOAN
SETTLEMENT STATEMENT U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	1. [ ] FHA 2. [ ] FMHA 3. [ ] CONV. UNINS 4. [ ] VA 5. [ ] CONV. INS. 6. [ ] Other 7. File Number: CastrejonGaston 8. Loan Number: 9. Mortgage Insurance Case Number:

C. NOTE *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Lines marked "(poc)" were paid outside of closing; they are shown here for informational purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.*

D. Name of Borrower Address	Ladislao Castrejon, Jesus Brito	
E. Name of Seller Address	Grady W. Query, O. Grady Query 3609A River Road Johns Island SC 29455	TIN: 238-68-3487
F. Lender Address	Grady W. Query and O. Grady Query 3609A River Road Johns Island SC 29455	
G. Property Address	Hwy 321 Gaston SC 29053	
H. SETTLEMENT AGENT: ADDRESS:	Samuel H Jefcoat 1501 Main Street Newberry SC, 29108	I. SETTLEMENT DATE: 09/24/08
PLACE OF SETTLEMENT: ADDRESS:	Samuel H. Jefcoat, Attorney at Law LLC 1501 Main Street, PO Box 397 Newberry SC, 29108	DISBURSEMENT DATE: 09/24/08

J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100.	Gross amount due from borrower:		400.	Gross amount due to seller:	
101.	Contract sales price	$302,500.00	401.	Contract sales price	$302,500.00
102.	Personal property		402.	Personal property	
103.	Settlement charges to borrower (line 1400)	$2,270.05	403.		
104.			404.		
105.			405.		
	Adjustments for items paid by seller			Adjustments for items paid by seller	
106.	City/town taxes to		406.	City/town taxes to	
107.	County taxes to		407.	County taxes to	
108.	Assessments to		408.	Assessments to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120.	Gross amount due from borrower:	$304,770.05	420.	Gross amount due to seller:	$302,500.00
200.	Amount paid by or in behalf of borrower		500.	Reductions in amount due to seller	
201.	Deposit or earnest money	$2,000.00	501.	Excess deposit (see instructions)	
202.	Principal amount of new loan(s)	$225,500.00	502.	Settlement charges to seller (line 1400)	$24,106.75
203.	Existing loan(s) taken subject to		503.	Existing loan(s) taken subject to	
204.			504.	Payoff of first mortgage loan	
205.			505.	Payoff of second mortgage loan	
206.			506.		
207.			507.		
208.			508.		
209.			509.		
	Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210.	City/town taxes to		510.	City/town taxes to	
211.	County taxes 1/1/08 to 08/24/08	$2,815.34	511.	County taxes 1/1/08 to 08/24/08	$2,815.34
212.	Assessments to		512.	Assessments to	
213.	ALL PRO-RATIONS ARE FINAL AS OF CLOSING		513.	ALL PRO-RATIONS ARE FINAL AS OF CLOSING	
214.	WITH THIS PRO-RATION BUYER WILL BE RESPONSIBLE FOR ALL OF 2008 PROPERTY TAX BILL		514.	WITH THIS PRO-RATION BUYER WILL BE RESPONSIBLE FOR ALL OF 2008 PROPERTY TAX BILL	
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220.	Total paid by/for borrower:	$230,315.34	520.	Total reduction in amount due seller:	$26,922.09
300.	Cash at settlement from/to borrower:		600.	Cash at settlement to/from seller:	
301.	Gross amount due from borrower (line 120)	$304,770.05	601.	Gross amount due to seller (line 420)	$302,500.00
302.	Less amount paid by/for borrower (line 220)	$230,315.34	602.	Less total reduction in amount due seller(line 520)	$26,922.09
303.	Cash from Buyer	$74,454.71	603.	Cash to Seller	$275,577.91

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
SELLER INSTRUCTIONS - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).
You are required by law to provide Stewart Title Guaranty Company with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Grady W. Query

O. Grady Query

L. Settlement Charges		PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
700.	Total sales/broker's commission based on price $302,500.00 @ 7.50% = $22,687.50 Division of commission (line 700) as follows:		
701.	$22,687.50 to ReMax Metro Associates		
702.			
703.	Commission paid at settlement		$22,687.50
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee %		
802.	Loan discount %		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance fee		
807.	Mortgage broker fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
817.			
900.	Items payable in connection with loan		
901.	Interest from thru @ /day		
902.	Mortgage insurance premium for months		
903.	Hazard insurance premium for years		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance months(s) @ per month		
1002.	Mortgage insurance months(s) @ per month		
1003.	City property taxes months(s) @ per month		
1004.	County property taxes months(s) @ per month		
1005.	Annual assessments (maint.) months(s) @ per month		
1006.			
1007.			
1008.	Aggregate adjustment		
1009.			
1100.	Title charges		
1101.	Settlement or closing fee to Samuel H. Jefcoat, Attorney at Law LLC	$350.00	
1102.	Abstract or title search to Professional Title Services, Inc.	$399.50	
1103.	Title examination		
1104.	Title insurance binder to Fieldplace Title	$75.00	
1105.	Document preparation to Samuel H. Jefcoat, Attorney at Law LLC		$300.00
1106.	Notary fees		
1107.	Attorney's fees (includes above item numbers:)		
1108.	Title insurance to Fieldplace Title (includes above item numbers:)	$705.25	
1109.	Lender's coverage $495.50 ($225,500.00)		
1110.	Owner's coverage $209.75 ($302,500.00)		
1111.			
1112.			
1113.			
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed: $10.00; Mortgage: $23.00	$33.00	
1202.	City/county tax/stamps: Deed: $332.75; Mortgage:		$332.75
1203.	State tax/stamps: Deed: $786.50; Mortgage:		$786.50
1204.	Survey Recording to Lexington County Register of Deeds	$10.00	
1205.			
1206.			
1300.	Additional settlement charges		
1301.	Survey to Cannon-Davenport Surveying, Inc.	$1,352.55	
1302.	Pest inspection		
1303.	Administrative Fees to Samuel H. Jefcoat, Attorney at Law LLC	$50.00	
1304.			
1305.			
1306.			
1307.			
1308.			
1400.	Total settlement charges (enter on lines 103, section J and 502, section K)	$2,270.05	$24,106.75

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: _____ Ladislao Castrejon

Seller: _____ Grady W. Query

Borrower: _____ Jesus Brito

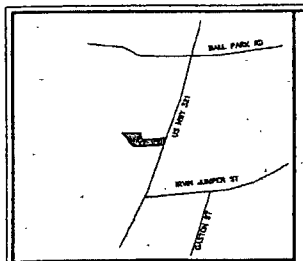
Seller: _____ O. Grady Query

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been disbursed by the undersigned as part of the settlement of this transaction.

_____ Samuel H Jefcoat/Settlement Agent

_____ Date

about:StewartDocs



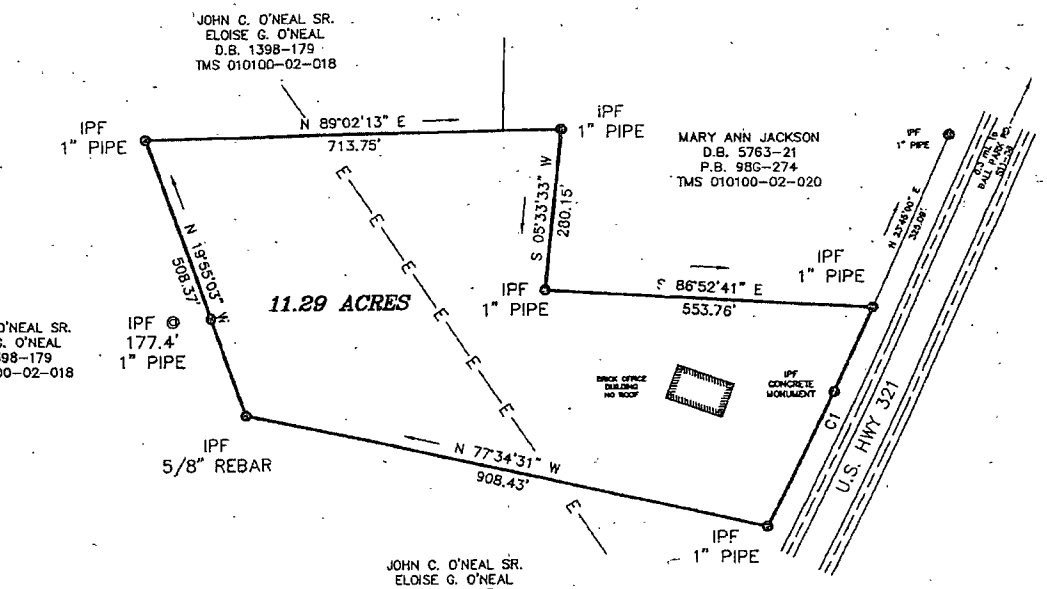
Location Map

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
C/L	CENTER LINE
	POWER/LIGHT POLE
—OE—	OVERHEAD ELECTRIC
—UE—	UNDERGROUND ELECTRIC
—W—	WATER LINE
	SEWER MANHOLE
	LIGHT POLE
	FIRE HYDRANT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1.	8149.92'	416.91'	416.87'	S 25°26'44" W

NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY
2. IPS 5/8" REBAR W/CAP INSCRIBED CANNON-DAVENPORT
3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS



Magnetic PLAT BOOK
97G PAGE 12

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CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
PLAT OVERSIZED Book 13125.14

LEXINGTON COUNTY PLANNING COMMISSION
SEP 08 2008
in Town of Gaston

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.

0' 200' 400' 600'
1" = 200'

SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR JEFFREY H. DAVENPORT 19892
PLS JEFFREY H. DAVENPORT
NO. 19892

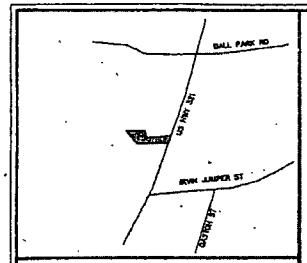
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7185 SC Highway 56
Kinards, SC 29355
(803) 321-2990 (Office/FAX)
(864) 505-9784 (Cellular)

PLAT BOOK	97G-12
DEED BOOK	1458-172
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2008
DWG. NO.	28057



Location Map

LEGEND:

- IPF IRON PIN FOUND
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- R/W RIGHT OF WAY
- C/L CENTER LINE
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C1	8149.92'	416.91'	416.87'	S 25°26'44" W

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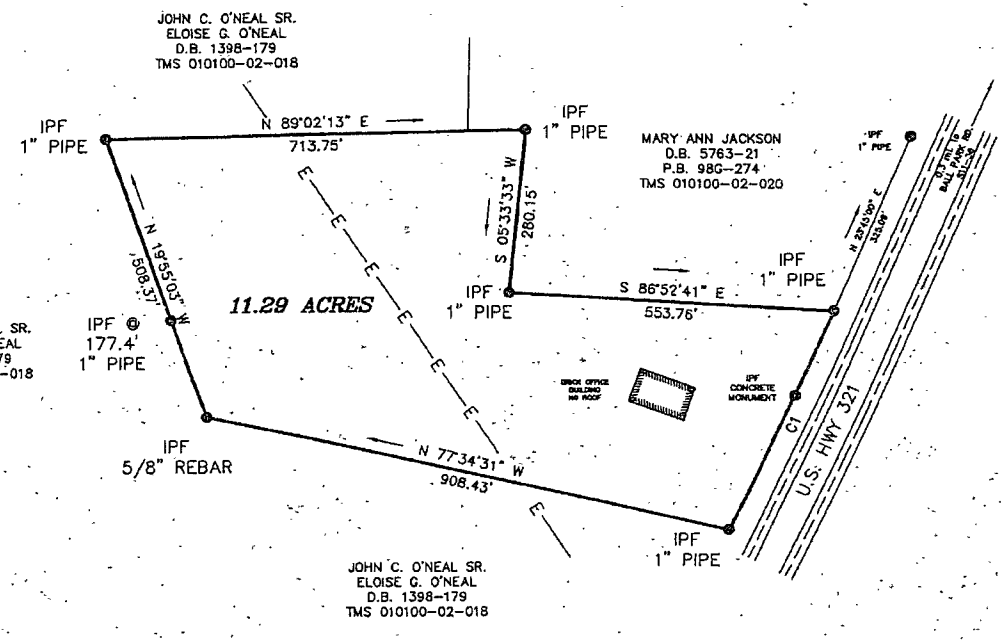

Magnetic PLAT BOOK
97G PAGE 12

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REC FEE: $10.00 ST FEE: $0.00
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Lexington County R.O.D. Debra K. Gunter
PLAT OVERSIZED BK:Pg 13135:14

LEXINGTON COUNTY PLANNING COMMISSION
SEP 08 2008
Tusha Pruett
on Town of Gaston

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.

0' 200' 400' 600'

1" = 200'

SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR JEFFREY H. DAVENPORT 19892
PLS: JEFFREY H. DAVENPORT
NO.: 19892

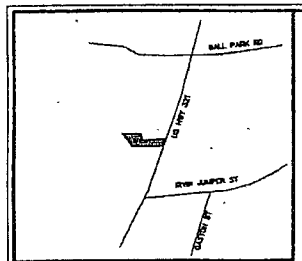
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7185 SC Highway 56
Kinards, SC 29355
(803) 321-3998 (Office/FAX)
(864) 505-9784 (Cellular)

PLAT BOOK	97G-12
DEED BOOK	1458-172
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2008
DWG. NO.	28057



Location Map

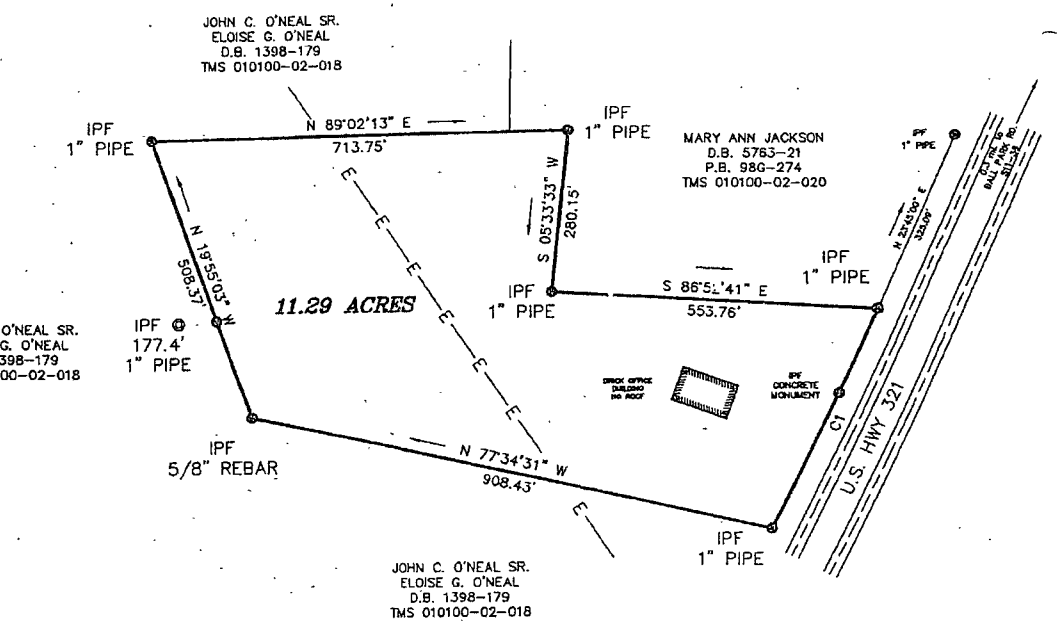
LEGEND:

- IPF — IRON PIN FOUND
- IPS — IRON PIN SET
- R/W — RIGHT OF WAY
- C/L — CENTER LINE
- PP — POWER/LIGHT POLE
- OE — OVERHEAD ELECTRIC
- UE — UNDERGROUND ELECTRIC
- W — WATER LINE
- SEWER MANHOLE
- LIGHT POLE
- FIRE HYDRANT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	8149.92'	416.91'	416.87'	S 25°26'44" W

Magnetic PLAT BOOK
97G PAGE 12

NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY
2. IPS 5/8" REBAR W/CAP INSCRIBED CANNON-DAVENPORT
3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS



LEXINGTON COUNTY PLANNING COMMISSION
SEP 08 2008
Trisha Pierce
on behalf of Geist

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SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR JEFFREY H. DAVENPORT 19692
9-3-08
PLS JEFFREY H. DAVENPORT
NO. 19692

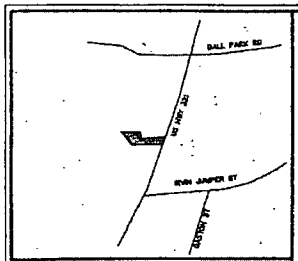
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7185 SC Highway 36
Kinards, SC 29355
(803) 321-9998 (Office/FAX)
(864) 505-9784 (Cellular)

PLAT BOOK	97G-12
DEED BOOK	1458-172
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2008
DWG. NO.	28057



Location Map

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- POWER/LIGHT POLE
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- SEWER MANHOLE
- LIGHT POLE
- FIRE HYDRANT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	8149.92'	416.91'	416.87'	S 25°26'44" W

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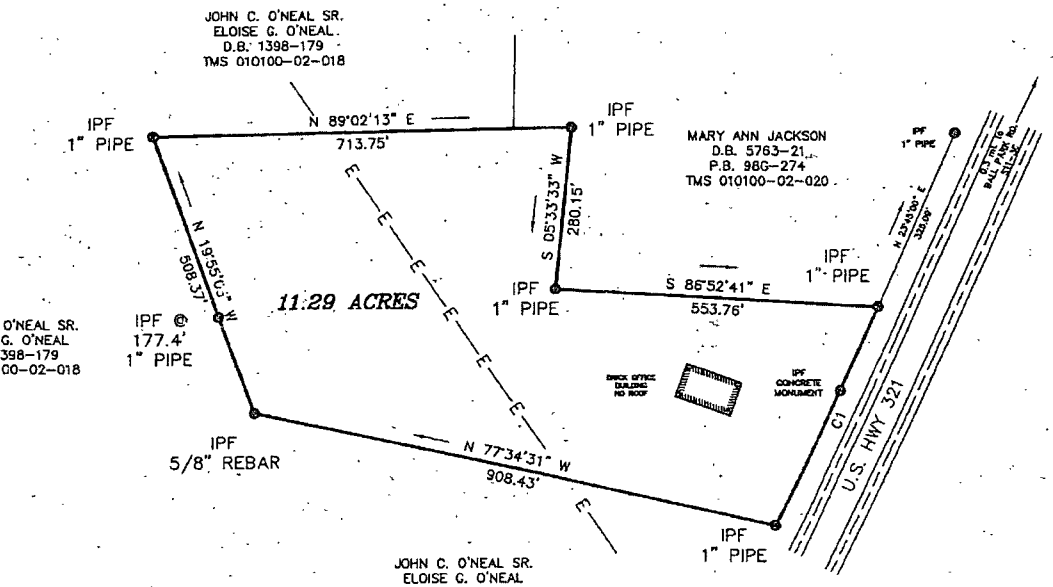

Magnetic PLAT BOOK 97G PAGE 12

LEXINGTON COUNTY PLANNING COMMISSION
SEP 0 6 2006
Sucha Pierce
on Jun of Gaston

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.

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1" = 200'

SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02329 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 19992 JEFFREY H. DAVENPORT

PLS JEFFREY H. DAVENPORT
NO. 19992

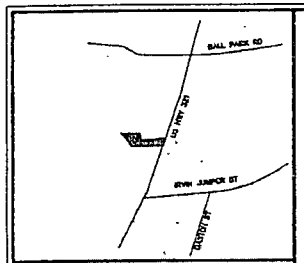
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7185 SC Highway 56
Kinards, SC 29355
(803) 321-3998 (Office/FAX)
(864) 505-9784 (Cellular)

PLAT BOOK	97G-12
DEED BOOK	1458-172
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2006
DWG. NO.	28057



Location Map

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	8149.92'	416.91'	416.87'	S 25°26'44" W

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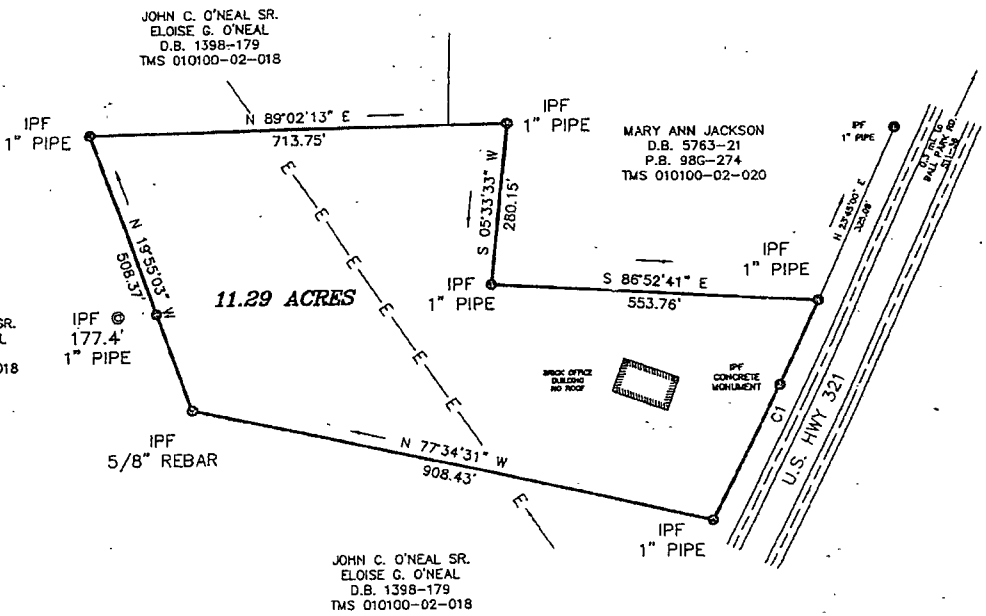
Magnetic PLAT BOOK 97G PAGE 12



LEXINGTON COUNTY PLANNING COMMISSION
SEP 08 2008
Tusha Pursette
on behalf of Gaston

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0' 200' 400' 800'

1" = 200'

SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 19892 JEFFREY H. DAVENPORT

PLS JEFFREY H. DAVENPORT
NO. 19892

STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7185 SC Highway 56
Kinards, SC 29355
(803) 321-3998 (Office/FAX)
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PLAT BOOK	97G-12
DEED BOOK	1438-172
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2008
DWG NO.	28057

PROMISSORY NOTE

$225,500.00 Date: September _____, 2008

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Grady W. Query and O. Grady Query, at Lexington, South Carolina, in lawful money of the United States of America, the principal sum of Two Hundred Twenty-Five Thousand Five Hundred and 00/100 Dollars ($225,500.00), with interest at the rate of eight (8%) percent per annum, being payable as follows: Monthly payments of Two Thousand Seven Hundred Thirty-Nine and 98/100 ($2,739.98) Dollars being payable on the first day of each month beginning November 1, 2008, and continuing thereafter every month until paid in full.

If default be made in the performance of or compliance with any of the covenants and conditions of the mortgage or any other instrument securing this note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If this note be placed in the hands of er the same shall for any reason become due, or if coll- ate or bankrupt courts, or under foreclo- n all cost of collection, including a re- rney's fees secured and collectible as

stewart

Ladis & Jesus to sign

The un r the payment of the principal and in ng any extension or extensions of the change or changes in the amount or am pay provided for in this note, or any c ral held as security for this note and nsions, change or changes and agree gned.

Presentment

It is expressly declared that this note is given for the purchase of property, and is secured by a mortgage of even date conveying such property which is situate in Lexington County, South Carolina.

This note may be paid off early without penalty.

Witness the hand and seal of the signer hereof.

Witness:

_____	_____
Witness	LADISLAO CASTREJON
_____	_____
Witness	JESUS BRITO

Interest Vision

Amortization Schedule

Loan or Annuity Variables:

Start Date:	Sep 24, 2008	End Date:	Oct 1, 2018
Start Payment:	Nov 1, 2008	No. of Payments:	120
Start Interest:	Sep 24, 2008	Interest Rate:	8.000 %
Payment Freq.:	Monthly	Initial Principal:	$225500.00
Compound Freq.:	Monthly	Payment Amount:	$2739.98
Days in Mo./Yr.:	Actual No.	Balloon:	$0.00
Payment Mode:	In Advance	Amortization Method:	Simple Int.

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
	Sep 24, 2008	0.00	0.00	0.000	0.00	225500.00
	Oct 24, 2008	0.00	1478.69	8.000	-1478.69	226978.69
1	Nov 1, 2008	2739.98	0.00	8.000	2739.98	224238.71
	Nov 24, 2008	0.00	1524.22	8.000	-1524.22	225762.93
2	Dec 1, 2008	2739.98	0.00	8.000	2739.98	223022.95
	Dec 24, 2008	0.00	1466.64	8.000	-1466.64	224489.58
SUBTOTAL:		5479.97	4469.55		1010.42	
3	Jan 1, 2009	2739.98	0.00	8.000	2739.98	221749.60
	Jan 24, 2009	0.00	1511.49	8.000	-1511.49	223261.09
4	Feb 1, 2009	2739.98	0.00	8.000	2739.98	220521.11
	Feb 24, 2009	0.00	1503.14	8.000	-1503.14	222024.24
5	Mar 1, 2009	2739.98	0.00	8.000	2739.98	219284.26
	Mar 24, 2009	0.00	1348.75	8.000	-1348.75	220633.01
6	Apr 1, 2009	2739.98	0.00	8.000	2739.98	217893.03
	Apr 24, 2009	0.00	1485.28	8.000	-1485.28	219378.31
7	May 1, 2009	2739.98	0.00	8.000	2739.98	216638.33
	May 24, 2009	0.00	1428.67	8.000	-1428.67	218067.00
8	Jun 1, 2009	2739.98	0.00	8.000	2739.98	215327.02
	Jun 24, 2009	0.00	1467.85	8.000	-1467.85	216794.87
9	Jul 1, 2009	2739.98	0.00	8.000	2739.98	214054.88
	Jul 24, 2009	0.00	1411.69	8.000	-1411.69	215466.57
10	Aug 1, 2009	2739.98	0.00	8.000	2739.98	212726.59
	Aug 24, 2009	0.00	1450.18	8.000	-1450.18	214176.77
11	Sep 1, 2009	2739.98	0.00	8.000	2739.98	211436.79
	Sep 24, 2009	0.00	1441.42	8.000	-1441.42	212878.20
12	Oct 1, 2009	2739.98	0.00	8.000	2739.98	210138.22
	Oct 24, 2009	0.00	1385.93	8.000	-1385.93	211524.15
13	Nov 1, 2009	2739.98	0.00	8.000	2739.98	208784.17
	Nov 24, 2009	0.00	1423.39	8.000	-1423.39	210207.56
14	Dec 1, 2009	2739.98	0.00	8.000	2739.98	207467.58
	Dec 24, 2009	0.00	1368.37	8.000	-1368.37	208835.96
SUBTOTAL:		32879.79	17226.16		15653.63	
15	Jan 1, 2010	2739.98	0.00	8.000	2739.98	206095.97
	Jan 24, 2010	0.00	1405.13	8.000	-1405.13	207501.10
16	Feb 1, 2010	2739.98	0.00	8.000	2739.98	204761.12
	Feb 24, 2010	0.00	1396.06	8.000	-1396.06	206157.18
17	Mar 1, 2010	2739.98	0.00	8.000	2739.98	203417.19
	Mar 24, 2010	0.00	1251.37	8.000	-1251.37	204668.57
18	Apr 1, 2010	2739.98	0.00	8.000	2739.98	[illegible]

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
25	Nov 1, 2010	2739.98	0.00	8.000	2739.98	192055.71
	Nov 24, 2010	0.00	1309.73	8.000	-1309.73	193365.44
26	Dec 1, 2010	2739.98	0.00	8.000	2739.98	190625.46
	Dec 24, 2010	0.00	1257.63	8.000	-1257.63	191883.09
SUBTOTAL:		32879.79	15926.92		16952.87	
27	Jan 1, 2011	2739.98	0.00	8.000	2739.98	189143.11
	Jan 24, 2011	0.00	1289.94	8.000	-1289.94	190433.05
28	Feb 1, 2011	2739.98	0.00	8.000	2739.98	187693.06
	Feb 24, 2011	0.00	1280.09	8.000	-1280.09	188973.15
29	Mar 1, 2011	2739.98	0.00	8.000	2739.98	186233.17
	Mar 24, 2011	0.00	1145.91	8.000	-1145.91	187379.08
30	Apr 1, 2011	2739.98	0.00	8.000	2739.98	184639.10
	Apr 24, 2011	0.00	1259.34	8.000	-1259.34	185898.44
31	May 1, 2011	2739.98	0.00	8.000	2739.98	183158.46
	May 24, 2011	0.00	1208.53	8.000	-1208.53	184366.99
32	Jun 1, 2011	2739.98	0.00	8.000	2739.98	181627.01
	Jun 24, 2011	0.00	1238.87	8.000	-1238.87	182865.88
33	Jul 1, 2011	2739.98	0.00	8.000	2739.98	180125.90
	Jul 24, 2011	0.00	1188.59	8.000	-1188.59	181314.49
34	Aug 1, 2011	2739.98	0.00	8.000	2739.98	178574.51
	Aug 24, 2011	0.00	1218.13	8.000	-1218.13	179792.64
35	Sep 1, 2011	2739.98	0.00	8.000	2739.98	177052.66
	Sep 24, 2011	0.00	1207.79	8.000	-1207.79	178260.45
36	Oct 1, 2011	2739.98	0.00	8.000	2739.98	175520.47
	Oct 24, 2011	0.00	1158.31	8.000	-1158.31	176678.78
37	Nov 1, 2011	2739.98	0.00	8.000	2739.98	173938.80
	Nov 24, 2011	0.00	1186.64	8.000	-1186.64	175125.43
38	Dec 1, 2011	2739.98	0.00	8.000	2739.98	172385.45
	Dec 24, 2011	0.00	1137.70	8.000	-1137.70	173523.15
SUBTOTAL:		32879.79	14519.85		18359.94	
39	Jan 1, 2012	2739.98	0.00	8.000	2739.98	170783.16
	Jan 24, 2012	0.00	1162.01	8.000	-1162.01	171945.17
40	Feb 1, 2012	2739.98	0.00	8.000	2739.98	169205.19
	Feb 24, 2012	0.00	1151.32	8.000	-1151.32	170356.51
41	Mar 1, 2012	2739.98	0.00	8.000	2739.98	167616.53
	Mar 24, 2012	0.00	1066.08	8.000	-1066.08	168682.61
42	Apr 1, 2012	2739.98	0.00	8.000	2739.98	165942.62
	Apr 24, 2012	0.00	1129.21	8.000	-1129.21	167071.84
43	May 1, 2012	2739.98	0.00	8.000	2739.98	164331.85
	May 24, 2012	0.00	1081.78	8.000	-1081.78	165413.63
44	Jun 1, 2012	2739.98	0.00	8.000	2739.98	162673.65
	Jun 24, 2012	0.00	1107.06	8.000	-1107.06	163780.71
45	Jul 1, 2012	2739.98	0.00	8.000	2739.98	161040.73
	Jul 24, 2012	0.00	1060.20	8.000	-1060.20	162100.92
46	Aug 1, 2012	2739.98	0.00	8.000	2739.98	159360.94
	Aug 24, 2012	0.00	1084.61	8.000	-1084.61	160445.55
47	Sep 1, 2012	2739.98	0.00	8.000	2739.98	157705.57
	Sep 24, 2012	0.00	1073.40	8.000	-1073.40	158778.97
48	Oct 1, 2012	2739.98	0.00	8.000	2739.98	156038.99
	Oct 24, 2012	0.00	1027.40	8.000	-1027.40	157066.39
49	Nov 1, 2012	2739.98	0.00	8.000	2739.98	154326.40
	Nov 24, 2012	0.00	1050.50	8.000	-1050.50	155376.90
50	Dec 1, 2012	2739.98	0.00	8.000	2739.98	152636.92
	Dec 24, 2012	0.00	1005.09	8.000	-1005.09	153642.01
SUBTOTAL:		32879.79	12998.66		19881.14	

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
91	May 1, 2016	2739.98	0.00	8.000	2739.98	71914.78
	May 24, 2016	0.00	475.76	8.000	-475.76	72390.55
92	Jun 1, 2016	2739.98	0.00	8.000	2739.98	69650.56
	Jun 24, 2016	0.00	476.74	8.000	-476.74	70127.30
93	Jul 1, 2016	2739.98	0.00	8.000	2739.98	67387.32
	Jul 24, 2016	0.00	446.08	8.000	-446.08	67833.40
94	Aug 1, 2016	2739.98	0.00	8.000	2739.98	65093.41
	Aug 24, 2016	0.00	445.86	8.000	-445.86	65539.28
95	Sep 1, 2016	2739.98	0.00	8.000	2739.98	62799.29
	Sep 24, 2016	0.00	430.32	8.000	-430.32	63229.61
96	Oct 1, 2016	2739.98	0.00	8.000	2739.98	60489.63
	Oct 24, 2016	0.00	400.85	8.000	-400.85	60890.47
97	Nov 1, 2016	2739.98	0.00	8.000	2739.98	58150.49
	Nov 24, 2016	0.00	398.82	8.000	-398.82	58549.31
98	Dec 1, 2016	2739.98	0.00	8.000	2739.98	55809.32
	Dec 24, 2016	0.00	370.16	8.000	-370.16	56179.48
SUBTOTAL:		32879.79	5529.28		27350.51	
99	Jan 1, 2017	2739.98	0.00	8.000	2739.98	53439.50
	Jan 24, 2017	0.00	367.90	8.000	-367.90	53807.40
100	Feb 1, 2017	2739.98	0.00	8.000	2739.98	51067.41
	Feb 24, 2017	0.00	351.78	8.000	-351.78	51419.20
101	Mar 1, 2017	2739.98	0.00	8.000	2739.98	48679.21
	Mar 24, 2017	0.00	301.75	8.000	-301.75	48980.96
102	Apr 1, 2017	2739.98	0.00	8.000	2739.98	46240.98
	Apr 24, 2017	0.00	318.99	8.000	-318.99	46559.97
103	May 1, 2017	2739.98	0.00	8.000	2739.98	43819.98
	May 24, 2017	0.00	292.34	8.000	-292.34	44112.32
104	Jun 1, 2017	2739.98	0.00	8.000	2739.98	41372.34
	Jun 24, 2017	0.00	285.91	8.000	-285.91	41658.25
105	Jul 1, 2017	2739.98	0.00	8.000	2739.98	38918.26
	Jul 24, 2017	0.00	260.10	8.000	-260.10	39178.37
106	Aug 1, 2017	2739.98	0.00	8.000	2739.98	36438.39
	Aug 24, 2017	0.00	252.39	8.000	-252.39	36690.77
107	Sep 1, 2017	2739.98	0.00	8.000	2739.98	33950.79
	Sep 24, 2017	0.00	235.48	8.000	-235.48	34186.27
108	Oct 1, 2017	2739.98	0.00	8.000	2739.98	31446.29
	Oct 24, 2017	0.00	210.97	8.000	-210.97	31657.26
109	Nov 1, 2017	2739.98	0.00	8.000	2739.98	28917.28
	Nov 24, 2017	0.00	201.28	8.000	-201.28	29118.56
110	Dec 1, 2017	2739.98	0.00	8.000	2739.98	26378.58
	Dec 24, 2017	0.00	177.65	8.000	-177.65	26556.23
SUBTOTAL:		32879.79	3256.55		29623.24	
111	Jan 1, 2018	2739.98	0.00	8.000	2739.98	23816.25
	Jan 24, 2018	0.00	166.62	8.000	-166.62	23982.88
112	Feb 1, 2018	2739.98	0.00	8.000	2739.98	21242.89
	Feb 24, 2018	0.00	149.14	8.000	-149.14	21392.03
113	Mar 1, 2018	2739.98	0.00	8.000	2739.98	18652.05
	Mar 24, 2018	0.00	117.47	8.000	-117.47	18769.52
114	Apr 1, 2018	2739.98	0.00	8.000	2739.98	16029.54
	Apr 24, 2018	0.00	113.72	8.000	-113.72	16143.25
115	May 1, 2018	2739.98	0.00	8.000	2739.98	13403.27
	May 24, 2018	0.00	92.33	8.000	-92.33	13495.61
116	Jun 1, 2018	2739.98	0.00	8.000	2739.98	10755.62
	Jun 24, 2018	0.00	77.88	8.000	-77.88	10833.51
117	Jul 1, 2018	2739.98	0.00	8.000	2739.98	8093.53
	Jul 24, 2018	0.00	57.42	8.000	57.42	8150.95

STATE OF SOUTH CAROLINA	)	PURCHASE MONEY
	)	REAL ESTATE MORTGAGE
COUNTY OF LEXINGTON	)	

TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the said Ladislao Castrejon and Jesus Brito is indebted to the order of Grady W. Query and O. Grady Query, in the principal sum of Two Hundred Twenty-Five Thousand Five Hundred and 00/100 Dollars ($225,500.00), as is evidenced by my promissory note of even date.

NOW, KNOW ALL MEN, That Ladislao Castrejon and Jesus Brito, hereinafter referred to as "the Mortgagor" in consideration of the said debt and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to Grady W. Query and O. Grady Query, hereinafter referred to as "the Mortgagee" at any time for advances made to or for their account by the Mortgagee, referring specifically to this mortgage transaction, has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the Mortgagee, their heirs and assigns forever:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD, all and singular, the said Premises unto the Mortgagee, their heirs and assigns forever.

AND I do hereby bind ourselves, our heirs and assigns, to warrant and forever defend all and singular the said Premises unto the said Grady W. Query and O. Grady Query, their heirs and assigns, from and against me and my heirs, executors, administrators and assigns, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS FURTHER AGREED AND COVENANTED by and between the said parties that the said Ladislao Castrejon and Jesus Brito, their heirs, executors or administrators, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case they shall fail to do so, the said Grady W. Query and O. Grady Query may pay said taxes together with any cost or penalties incurred thereon, or any part thereof, and be reimbursed for the same, together with interest on the amount so paid, at the rate above stated, from the date of such payment, under this mortgage.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to mortgagee. In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this mortgage, with the excess, if any, paid to the mortgagor. In the event of a partial taking of the property, unless the mortgagor and mortgagee otherwise agree in writing, there shall be applied to the sums secured by this mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this mortgage immediately prior to the date of taking bears to the fair market value of the property immediately prior to the date of taking, with the balance of the proceeds paid to the mortgagee.

Extension of the time for payment or modification of amortization of the sums secured by this mortgage granted by the mortgagee to any successor in interest of the mortgagor shall not operate to release, in any manner, the liability of the original mortgagor and mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by the original mortgagor and mortgagor's successors in interest.

If all or any part of the property or an interest therein is sold or transferred by mortgagor without mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to mortgagees and that the interest payable on the sums secured by this mortgage shall be at such rate as mortgagee shall request. If mortgagee has waived the option to accelerate provided herein, and if mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the mortgagee, the mortgagee shall release mortgagor from all obligations under this mortgage and the note.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the party to these Presents, that if the said Ladislao Castrejon and Jesus Brito do and shall well and truly pay, or cause to be paid, unto the said Grady W. Query and O. Grady Query the said debt or sum of money aforesaid, according to the true intent and meaning of the above terms, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS FURTHER AGREED AND COVENANTED, between the said parties, that in case the debt secured by this mortgage, or any part thereof, be collected by suit or action, or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure,

the said mortgagors, their heirs, executors, administrators or assigns, shall be chargeable with all costs of collection, including a reasonable attorney's fee, which shall be due and payable at once; which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

WITNESS our Hands and Seal this ___ day of September in the year of our Lord 2008 and in the Two Hundred and Thirty-Third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

_____	_____
Witness # 1	Ladislao Castrejon
_____	_____
Witness # 2	Jesus Brito

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Ladislao Castrejon and Jesus Brito sign, seal and as their act and deed, deliver the within written instrument; and that he/she with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this ___)
day of September, 2008.)
)
)
_____)

_____
(Witness #1 signs here, also)

Notary Public for South Carolina
My commission expires:_____

EXHIBIT "A"

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, Tax District No. 4G, one-half (1/2) mile northeast of the Town of Gaston, containing 11.29 acres, more or less, known as Highway 321, Gaston, SC and being more particularly described on a plat of survey by Jeffrey H. Davenport, dated September 3, 2008, and recorded in the Register of Deeds Office for Lexington County on September 8, 2008, in Plat Book 13135, Page 14; said plat incorporated herein by reference.

This tract TMS # 010100-02-017, is the identical tract conveyed to Ladislao Castrejon and Jesus Brito by deed of Grady W. Query and O. Grady Query, dated September ____, 2008, and recorded in the Register of Deeds Office for Lexington County on September _____, 2008, in Deed Book ____, at page _____.

STEWART TITLE GUARANTY COMPANY

DISCLOSURE FORM

NOTICE OF AVAILABILITY OF OWNER'S COVERAGE

Notice is hereby given that your mortgage lender is requiring issuance of a Mortgagee Title Insurance Policy, as described on the following page, which policy **WILL NOT** provide title insurance protection to you in the event of a defect in title to the real estate that you are acquiring, including, but not limited to forgeries, missing heirs, unpaid taxes, etc.

In accordance with the requirements of Regulation 69-18, *Code of Laws of South Carolina, 1976* you are hereby notified of your **RIGHT AND OPPORTUNITY** to obtain simultaneously with said Mortgage Policy, an Owner's Title Insurance Policy that provides insurance to you as to the status of your title, for the amount of the total purchase price, together with the cost of any improvements that you may anticipate making. Such Owner's Policy will be issued in the amount of the total purchase price for the **ADDITIONAL** premium as stated on the following page.

If you request owner's coverage, it will be issued upon payment of the premium and satisfaction of any requirements contained in the commitment issued to you and/or your lender. Your Owner's Policy will contain certain standard exceptions and exclusions from coverage. The policy will also except certain matters revealed in a search of the public records, including your mortgages.

AUDIT INFORMATION

Stewart Title Guaranty Company will issue a policy of title insurance through its agent in regards to your real estate transaction. Said policy and other documents issued may create certain risks to Stewart as to matters of title and with respect to the disbursement of the closing proceeds. Periodically, Stewart Title Guaranty Company will perform an audit to determine whether the agent is following Stewart's policies and procedures. As a part of the audit procedure, Stewart will select at random several files and trust account records. All audit information is retained by Stewart in strict confidence. By executing this Disclosure Form, you are consenting to an audit by Stewart of all records related to your real estate transaction.

Please complete and sign this Disclosure Form on the Following page.

TITLE INSURANCE FINANCIAL INTEREST DISCLOSURE

Pursuant to Section 38-75-960(A) of the Code of South Carolina and the Real Estate Settlement Procedures Act (RESPA), Samuel H Jefcoat, a producer of title insurance business, or associate of such producer, hereby advises it has a financial interest in Samuel H Jefcoat, a title insurance agent or agency for STEWART TITLE GUARANTY COMPANY.

ACKNOWLEDGMENT

The undersigned is a purchaser or mortgagor who has been referred by the above-named producer of title business or associate of such producer to the above-named agent. The undersigned acknowledges the financial interest of such producer as stated herein and further acknowledges that:

1. I hereby consent to an audit by Stewart Title Guaranty Company of the records related to this transaction as explained on the AUDIT INFORMATION herein.
2. I have read the disclosure contained herein and I understand that a Mortgagee title insurance policy is required by my lender and that the mortgagee policy does not provide title insurance coverage for my separate ownership interest.
3. I have been given the opportunity to purchase an Owner's title insurance policy with the title insurance company of my choice to protect my separate ownership interest.
4. I understand that upon the issuance of a policy of title insurance, a commission of percent of the premium will be paid to or retained by the above-named title agent for services related to the issuance of the policy.
5. The Mortgagee policy insuring the lender will be in the face amount of $ 225,500.
6. (CHECK ONE)
   a. _____ I would like to obtain an Owner's policy of title insurance for the total purchase price for an additional premium in the amount of $.
   b. ___XX_____ I would like to obtain an ALTA Home Owner's policy of Title Insurance for the total purchase price for an additional premium in the amount of $209.75.
   c. _____ I do not want to obtain an Owners or ALTA Home Owners Policy.

DATE: 09/24/08

Ladislao Castrejon	Borrower/Purchaser
Jesus Brito	Borrower/Purchaser
	Borrower/Purchaser
	Borrower/Purchaser

PREPARED BY:

Samuel H. Jefcoat, Attorney at Law, LLC
PO Box 397 • Newberry, SC 29108
803-321-2321

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) DEED TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT We, Grady W. Query and O. Grady Query, in the State aforesaid, for and in consideration of the sum of Three Hundred Two Thousand Five Hundred and no/100 Dollars ($302,500.00), to us in hand paid at and before the sealing of these presents by Ladislao Castrejon and Jesus Brito in the State aforesaid, County of Lexington, 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 Ladislao Castrejon and Jesus Brito, their heirs and assigns forever:

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, Tax District No. 4G, one-half (1/2) mile northeast of the Town of Gaston, containing 11.29 acres, more or less, known as Highway 321, Gaston, SC and being more particularly described on a plat of survey by Jeffrey H. Davenport, dated September 3, 2008, and recorded in the Register of Deeds Office for Lexington County on September 8, 2008, in Plat Book 13135, Page 14, said plat incorporated herein by reference.

This tract TMS # 010100-02-017, is the identical tract conveyed to Grady W. Query and O. Grady Query by Deed of Chemical Equipment Sales & Service Company, Inc., dated October 24, 1989, and recorded in the Register of Deeds Office for Lexington County on November 2, 1989, in Deed Book 1458, at page 172.

This conveyance is made subject to any and all recorded rights of way, easements, conditions, restrictions and zoning ordinances pertaining to said property and in addition is made subject to any of the foregoing which may appear from and inspection of said premises.

GRANTEE'S ADDRESS: 1317 Pet Sites Road
Chapin, South Carolina 29036

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 mentioned unto the said Ladislao Castrejon and Jesus Brito, their 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 Ladislao Castrejon and Jesus Brito, their Heirs and Assigns, against us and our Heirs, and all other persons lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and seals this 23rd day of September in the year of our Lord 2008 and in the Two Hundred and Thirty Third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness # 1

Grady W. Query

Witness # 2
(Witness #2 may also be Notary)

O. Grady Query

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grady W. Query and O. Grady Query, sign, seal and as their act and deed, deliver the within written Deed and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 23)
day of September, 2008.)
)
)
(L.S)
Notary Public for South Carolina
My commission expires: 2-15-17

HOMEOWNER'S POLICY OF TITLE INSURANCE
FOR A ONE-TO-FOUR FAMILY RESIDENCE

EXHIBIT "A"

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, Tax District No. 4G, one-half (1/2) mile northeast of the Town of Gaston, containing 11.29 acres, more or less, known as Highway 321, Gaston, SC and being more particurly described on a plat of survey by Jeffrey H. Davenport, dated September 3, 2008, and recorded in the Register of Deeds Office for Lexington County on September 8, 2008, in Plat Book 13135, Page 14, said plat incorporated herein by reference.
Lexington County TMS # 010100-02-017.

OWNER'S POLICY OF TITLE INSURANCE
EXPANDED COVERAGE AFFIDAVIT

Before me, the undersigned authority, on this day personally appeared the Sellers, personally known by me to be the persons who names are subscribed hereto, who being by me first duly sworn, on their oaths stated the following to be true and correct:

1 We are the owners of the land described in this affidavit.

2 There are no liens against the land and no judgments or tax liens against us, except those liens described in the commitment by Stewart Title Guaranty Company describing the land. (if there are additional liens, Sellers must add after this paragraph 2).

3 All taxes and assessments by a taxing authority are paid through 2007. There have been no special tax assessments granted on the land. All tax exemptions were lawful.

4 There have been no improvements added to the land or construction on the land within the last year.

5 There are no pending repairs or improvements to the street(s) adjacent to the land.

6 The land does not have a separate building, garage or apartment used as a second residence.

7 Any improvements we added to the land were authorized by a building permit.

8 We are not aware, and have not been told, that the improvements on the land violate any building permit, zoning, restrictions or covenants.

9 We are not aware, and have not been told, that the improvements on the land encroach over any building lines, easements or property lines.

10 We are not aware, and have not been told, that the improvements by our neighbors encroach over our property lines.

11 The land has actual pedestrian and vehicular access based on a legal right of access to the land.

12 We indemnify and hold harmless Stewart Title Guaranty Company from any loss, liability, costs, expenses, and attorneys' fees, including attorneys' fees to enforce this agreement, because of any errors or incorrectness of this affidavit and because of any defects, liens encumbrances or other matters currently affecting or that may affect the title to the land before the recordation of our conveyance or mortgage.

Date: September 23, 2008

_____ (Seller)
Grady W. Query

_____
O. Grady Query

State of South Carolina
County of Charleston
Sworn to and subscribed before me the undersigned authority on this 23rd day of September, 2008 by the Sellers.

_____

Notary Public for South Carolina
My commission expires: 9-26-12

A.	B. TYPE OF LOAN
SETTLEMENT STATEMENT U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	1. [ ] FHA 2. [ ] FMHA 3. [ ] CONV. UNINS 4. [ ] VA 5. [ ] CONV. INS. 6. [ ] Other 7. File Number: CastrejonGaston 8. Loan Number: 9. Mortgage Insurance Case Number:

C. NOTE *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Lines marked "(poc)" were paid outside of closing; they are shown here for informational purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.*

D. Name of Borrower Address	Ladislao Castrejon, Jesus Brito	
E. Name of Seller Address	Grady W. Query, O. Grady Query 3609A River Road Johns Island SC 29455	TIN: 238-66-3487
F. Lender Address	Grady W. Query and O. Grady Query 3609A River Road Johns Island SC 29455	
G. Property Address	Hwy 321 Gaston SC 29053	
H. SETTLEMENT AGENT: ADDRESS:	Samuel H Jefcoat 1501 Main Street Newberry SC, 29108	I. SETTLEMENT DATE: 09/24/08
PLACE OF SETTLEMENT: ADDRESS:	Samuel H. Jefcoat, Attorney at Law LLC 1501 Main Street, PO Box 397 Newberry SC, 29108	DISBURSEMENT DATE: 09/24/08

J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100.	Gross amount due from borrower:		400.	Gross amount due to seller:	
101.	Contract sales price	$302,500.00	401.	Contract sales price	$302,500.00
102.	Personal property		402.	Personal property	
103.	Settlement charges to borrower (line 1400)	$2,270.05	403.		
104.			404.		
105.			405.		
	Adjustments for items paid by seller			Adjustments for items paid by seller	
106.	City/town taxes to		406.	City/town taxes to	
107.	County taxes to		407.	County taxes to	
108.	Assessments to		408.	Assessments to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120.	Gross amount due from borrower:	$304,770.05	420.	Gross amount due to seller:	$302,500.00
200.	Amount paid by or in behalf of borrower		500.	Reductions in amount due to seller	
201.	Deposit or earnest money	$2,000.00	501.	Excess deposit (see instructions)	
202.	Principal amount of new loan(s)	$228,500.00	502.	Settlement charges to seller (line 1400)	$24,108.75
203.	Existing loan(s) taken subject to		503.	Existing loan(s) taken subject to	
204.			504.	Payoff of first mortgage loan	
205.			505.	Payoff of second mortgage loan	
206.			506.		
207.			507.		
208.			508.		
209.			509.		
	Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210.	City/town taxes to		510.	City/town taxes to	
211.	County taxes 1/1/08 to 09/24/08	$2,815.34	511.	County taxes 1/1/08 to 09/24/08	$2,815.34
212.	Assessments to		512.	Assessments to	
213.	ALL PRO-RATIONS ARE FINAL AS OF CLOSING		513.	ALL PRO-RATIONS ARE FINAL AS OF CLOSING	
214.	WITH THIS PRO-RATION BUYER WILL BE RESPONSIBLE FOR ALL OF 2008 PROPERTY TAX BILL		514.	WITH THIS PRO-RATION BUYER WILL BE RESPONSIBLE FOR ALL OF 2008 PROPERTY TAX BILL	
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220.	Total paid by/for borrower:	$230,315.34	520.	Total reduction in amount due seller:	$26,922.09
300.	Cash at settlement from/to borrower:		600.	Cash at settlement to/from seller:	
301.	Gross amount due from borrower (line 120)	$304,770.05	601.	Gross amount due to seller (line 420)	$302,500.00
302.	Less amount paid by/for borrower (line 220)	$230,315.34	602.	Less total reduction in amount due seller(line 520)	$26,922.09
303.	Cash from Buyer	$74,454.71	603.	Cash to Seller	$275,577.91

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Stewart Title Guaranty Company with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Grady W. Query

O. Grady Query

L. Settlement Charges		PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
700.	Total sales/broker's commission based on price $302,500.00 @ 7.50% = $22,687.50 Division of commission (line 700) as follows:		
701.	$22,687.50 to ReMax Metro Associates		
702.			
703.	Commission paid at settlement		$22,687.50
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee %		
802.	Loan discount %		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance fee		
807.	Mortgage broker fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
817.			
900.	Items payable in connection with loan		
901.	Interest from thru @ /day		
902.	Mortgage insurance premium for months		
903.	Hazard insurance premium for years		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance months(s) @ per month		
1002.	Mortgage insurance months(s) @ per month		
1003.	City property taxes months(s) @ per month		
1004.	County property taxes months(s) @ per month		
1005.	Annual assessments (maint.) months(s) @ per month		
1006.			
1007.			
1008.	Aggregate adjustment		
1009.			
1100.	Title charges		
1101.	Settlement or closing fee to Samuel H. Jefcoat, Attorney at Law LLC	$350.00	
1102.	Abstract or title search to Professional Title Services, Inc.	$399.50	
1103.	Title examination		
1104.	Title insurance binder to Fieldplace Title		
1105.	Document preparation to Samuel H. Jefcoat, Attorney at Law LLC	$75.00	
1106.	Notary fees		$300.00
1107.	Attorney's fees (includes above item numbers:)		
1108.	Title insurance to Fieldplace Title (includes above item numbers:)		
1109.	Lender's coverage $495.50 ($225,500.00)	$705.25	
1110.	Owner's coverage $209.75 ($302,500.00)		
1111.			
1112.			
1113.			
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed: $10.00; Mortgage: $23.00		
1202.	City/county tax/stamps: Deed: $332.75; Mortgage:	$33.00	
1203.	State tax/stamps: Deed: $766.50; Mortgage:		$332.75
1204.	Survey Recording to Lexington County Register of Deeds		$766.50
1205.		$10.00	
1206.			
1300.	Additional settlement charges		
1301.	Survey to Cannon-Davenport Surveying, Inc.		
1302.	Pest inspection	$1,352.85	
1303.	Administrative Fees to Samuel H. Jefcoat, Attorney at Law LLC		
1304.		$50.00	
1305.			
1306.			
1307.			
1308.			
1400.	Total settlement charges (enter on lines 103, section J and 502, section K)	$2,270.05	$24,106.75

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: Ladisiao Castrejon

Borrower: Jesus Brito

Seller: Gordy Woodery

Seller: G. Grady Bussey

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been disbursed by the undersigned as part of the settlement of this transaction.

Samuel H Jefcoat/Settlement Agent

9/23/08
Date

OWNER'S POLICY OF TITLE INSURANCE
EXPANDED COVERAGE AFFIDAVIT

Before me, the undersigned authority, on this day personally appeared the Sellers, personally known by me to be the persons who names are subscribed hereto, who being by me first duly sworn, on their oaths stated the following to be true and correct:

1 We are the owners of the land described in this affidavit.

2 There are no liens against the land and no judgments or tax liens against us, except those liens described in the commitment by Stewart Title Guaranty Company describing the land. (if there are additional liens, Sellers must add after this paragraph 2).

3 All taxes and assessments by a taxing authority are paid through 2007. There have been no special tax assessments granted on the land. All tax exemptions were lawful.

4 There have been no improvements added to the land or construction on the land within the last year.

5 There are no pending repairs or improvements to the street(s) adjacent to the land.

6 The land does not have a separate building, garage or apartment used as a second residence.

7 Any improvements we added to the land were authorized by a building permit.

8 We are not aware, and have not been told, that the improvements on the land violate any building permit, zoning, restrictions or covenants.

9 We are not aware, and have not been told, that the improvements on the land encroach over any building lines, easements or property lines.

10 We are not aware, and have not been told, that the improvements by our neighbors encroach over our property lines.

11 The land has actual pedestrian and vehicular access based on a legal right of access to the land.

12 We indemnify and hold harmless Stewart Title Guaranty Company from any loss, liability, costs, expenses, and attorneys' fees, including attorneys' fees to enforce this agreement, because of any errors or incorrectness of this affidavit and because of any defects, liens encumbrances or other matters currently affecting or that may affect the title to the land before the recordation of our conveyance or mortgage.

Date:September ____, 2008

_____ (Seller)
Grady W. Query

_____
O. Grady Query

State of South Carolina
County of _____
Sworn to and subscribed before me the undersigned authority on this _____ day of September, 2008 by the Sellers.

_____

Notary Public for South Carolina
My commission expires: _____

HOMEOWNER'S POLICY OF TITLE INSURANCE
FOR A ONE-TO-FOUR FAMILY RESIDENCE

EXHIBIT "A"

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, Tax District No. 4G, one-half (1/2) mile northeast of the Town of Gaston, containing 11.29 acres, more or less, known as Highway 321, Gaston, SC and being more particurly described on a plat of survey by Jeffrey H. Davenport, dated September 3, 2008, and recorded in the Register of Deeds Office for Lexington County on September 8, 2008, in Plat Book 13135, Page 14, said plat incorporated herein by reference.
Lexington County TMS # 010100-02-017.

PREPARED BY:

Samuel H. Jefcoat, Attorney at Law, LLC
PO Box 397 • Newberry, SC 29108
803-321-2321

STATE OF SOUTH CAROLINA	)	
	)	**DEED TO REAL ESTATE**
COUNTY OF LEXINGTON	)	

KNOW ALL MEN BY THESE PRESENTS, THAT We, Grady W. Query and O. Grady Query, in the State aforesaid, for and in consideration of the sum of Three Hundred Two Thousand Five Hundred and no/100 Dollars ($302,500.00), to us in hand paid at and before the sealing of these presents by Ladislao Castrejon and Jesus Brito in the State aforesaid, County of Lexington, 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 Ladislao Castrejon and Jesus Brito, their heirs and assigns forever:

> All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, Tax District No. 4G, one-half (1/2) mile northeast of the Town of Gaston, containing 11.29 acres, more or less, known as Highway 321, Gaston, SC and being more particularly described on a plat of survey by Jeffrey H. Davenport, dated September 3, 2008, and recorded in the Register of Deeds Office for Lexington County on September 8, 2008, in Plat Book 13135, Page 14, said plat incorporated herein by reference.
>
> This tract TMS # 010100-02-017, is the identical tract conveyed to Grady W. Query and O. Grady Query by Deed of Chemical Equipment Sales & Service Company, Inc., dated October 24, 1989, and recorded in the Register of Deeds Office for Lexington County on November 2, 1989, in Deed Book 1458, at page 172.

This conveyance is made subject to any and all recorded rights of way, easements, conditions, restrictions and zoning ordinances pertaining to said property and in addition is made subject to any of the foregoing which may appear from and inspection of said premises.

GRANTEE'S ADDRESS: 1317 Pet Sites Road
Chapin, South Carolina 29036

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 mentioned unto the said Ladislao Castrejon and Jesus Brito, their 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 Ladislao Castrejon and Jesus Brito, their Heirs and Assigns, against us and our Heirs, and all other persons lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and seals this _____ day of September in the year of our Lord 2008 and in the Two Hundred and Thirty Third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____	_____
Witness # 1	Grady W. Query
_____	_____
Witness # 2 (Witness #2 may also be Notary).	O. Grady Query

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grady W. Query and O. Grady Query, sign, seal and as their act and deed, deliver the within written Deed and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this _____)
day of September, 2008.)
)
)
_____ (L.S) _____
Notary Public for South Carolina
My commission expires: _____

STEWART TITLE GUARANTY COMPANY, STEWART TITLE INSURANCE COMPANY, STEWART TITLE INSURANCE COMPANY OF OREGON, NATIONAL LAND TITLE INSURANCE COMPANY, ARKANSAS TITLE INSURANCE COMPANY, CHARTER LAND TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

AND

Samuel H Jefcoat

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company , Charter Land Title Insurance Company, and Samuel H Jefcoat.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Stewart Title
South Carolina Premium Calculation

Policy Type

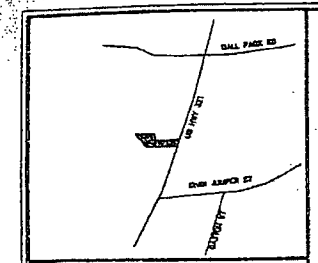
Standard	Enhanced
☐ Single	☐ Single
☑ Simultaneous	☐ Simultaneous

Reissue Credit

☐ Commercial

Loan Amount:	$225,500.00
Loan Endorsements	$0.00
Owner Coverage:	$302,500.00
Owner Endorsements:	$0.00
Prior Policy Amount	$0.00

Total Premium	$705.25
Loan Premium	$495.50
Owner Premium	$209.75
Commission	$423.15
Remit Amount	$282.10



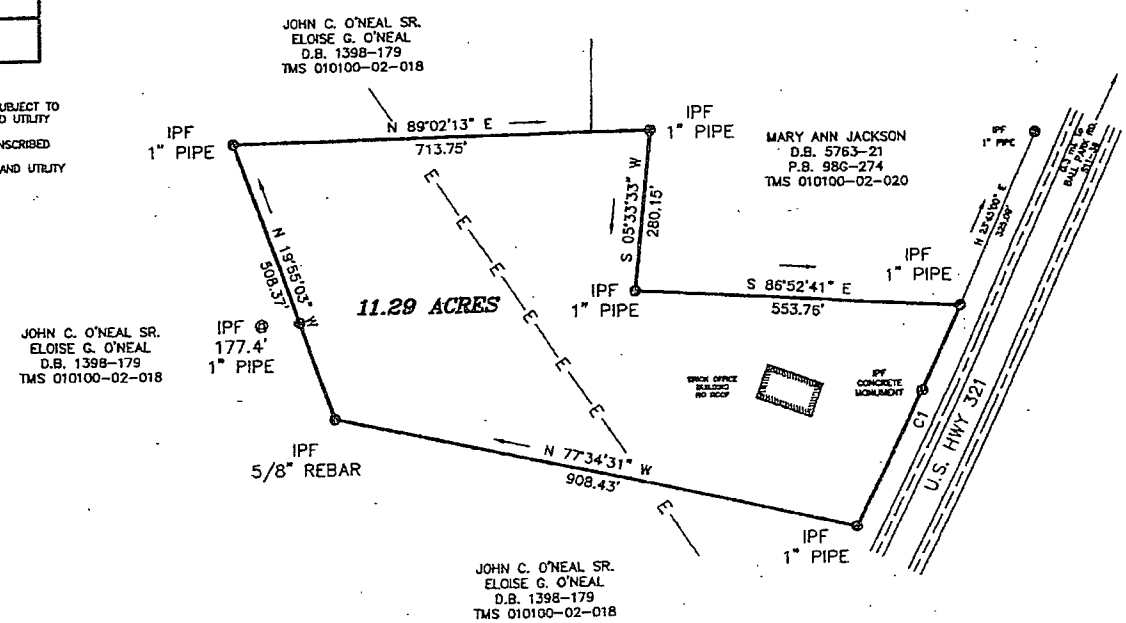
LEGEND:

- IPF — IRON PIN FOUND
- IPS — IRON PIN SET
- R/W — RIGHT OF WAY
- C/L — CENTER LINE
- POWER/LIGHT POLE
- OE — OVERHEAD ELECTRIC
- UE — UNDERGROUND ELECTRIC
- W — WATER LINE
- SEWER MANHOLE
- LIGHT POLE
- FIRE HYDRANT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	8149.92'	416.91'	416.87'	S 25°26'44" W

Magnetic PLAT BOOK 97G PAGE 12

NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY
2. IPS 5/8" REBAR W/CAP INSCRIBED CANNON-DAVENPORT
3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS



I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.

0' 200' 400' 600'

1" = 200'

SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR JEFFREY H. DAVENPORT 19892

PLS JEFFREY H. DAVENPORT
NO. 19892

STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7185 SC Highway 36
Kinards, SC 29355
(803) 321-9998 (Office/FAX)
(864) 303-9794 (Cellular)

PLAT BOOK	97G-12
DEED BOOK	1458-172
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2008
DWG. NO.	28057

Professional Title Services, Inc.
2903 Millwood Avenue
Columbia, SC 29205
Phone (803)254-2695 Fax (803)799-0658

Statement Of Account

Invoices From Date:
Invoices Thru Date: August 29, 2008
Related Payments as of: August 29, 2008

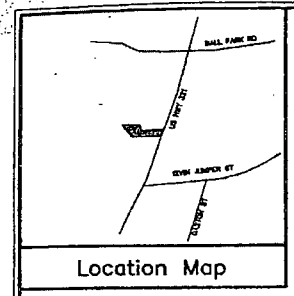
Samuel H. Jefcoat, Attorney at Law LLC
P.O. Box 397
1501 Main Street
Newberry, SC 29108

Invoice Number	Date	Amount	Payments	Adjustments	Balance Due
20081132-6884	**8/21/08**	$399.50	$0.00	$0.00	$399.50

Buyer Name	Ladislao Castrejon & Jesus Brito
Seller Name	Grady W. Query and O. Grady Query
Property Address	Highway 321

Thank you for your business

Current	Over 30 Days	Over 60 Days	Over 90 Days				
399.50	0.00	0.00	0.00	399.50	0.00	0.00	399.50



Location Map

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
C/L	CENTER LINE
PL	POWER/LIGHT POLE
OE	OVERHEAD ELECTRIC
UE	UNDERGROUND ELECTRIC
W	WATER LINE
	SEWER MANHOLE
	LIGHT POLE
	FIRE HYDRANT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	8149.92'	416.91'	416.87'	S 25°26'44" W

Magnetic PLAT BOOK 97G PAGE 12

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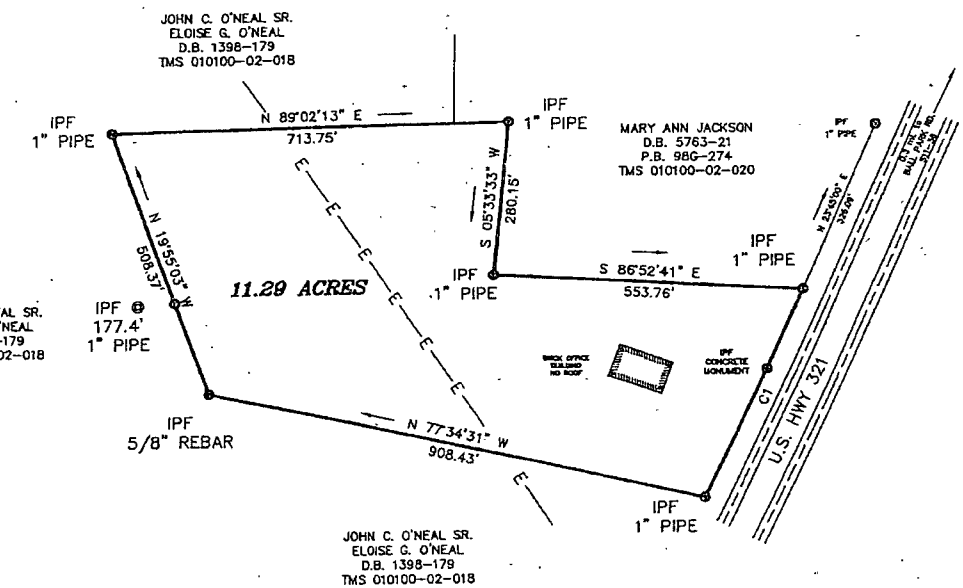
3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS



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0' 200' 400' 600'

1" = 200'

SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR JOYTREY H. DAVENPORT 19692

PLS JOYTREY H. DAVENPORT
NO. 19692

STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7183 SC Highway 56
Kinards, SC 29355
(803) 321-3998 (Office/FAX)
(864) 305-9784 (Cellular)

PLAT BOOK	97G-12
DEED BOOK	1438-172
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2008
DWG. NO.	29057

Jodi Hudnall

From: Jodi Hudnall [jodi@samjefcoat.com]
Sent: Tuesday, August 12, 2008 11:50 AM
To: 'query@bellsouth.net'
Subject: Hwy 321, Gaston SC

Mr. Query,

We are assisting Mr. Castrejon with the purchase of your property mentioned above. I am preparing the closing paperwork for the closing scheduled for Wednesday, August 21, 2008 at 11:00 a.m. and I have a few questions.

SEND 1. Do you plan to attend the closing or would you like the closing documents forwarded to you for signing?
US 2. Since this is owner financing, do you plan to prepare the note and mortgage yourself and forward to me or would you like me to prepare?
US 3. Are you preparing the Deed or would you like for me to prepare?
4. Do you know the 911 address of this property?
5. Please provide me with your SSN for the real estate 1099.
2nd 6. On the present mortgage, do you intend to pay off or will this mortgage remain of record?

Thanks so much and I look forward to working with you on this matter.

J. A. Hudnall

Jodi A. Hudnall, Paralegal
Samuel H. Jefcoat, Attorney at Law LLC
Post Office Box 397
1501 Main Street
Newberry, South Carolina 29108
803-321-2321 Telephone
803-321-3991 Fax
jodi@samjefcoat.com

Me

[redacted]

Dad's

Jodi Hudnall

From: Regan Moore [regan@protitleservices.com]
Sent: Wednesday, August 13, 2008 11:57 AM
To: Jodi Hudnall
Subject: SureClose

Your title work is not complete yet, but we have ordered it and have given you access to our online file management system, SureClose. This is a web based software that allows us to house all our title searches & documents in "virtual files." You can log into this site by from any computer with internet access to check the progress of your title request, send messages to our staff, and download your search and documents 24/7!

Once your title work is complete, you will receive an email (document notification) letting you know that you have new documents to view in SureClose. You can log in and retrieve your title work immediatly after receiving the notification.

You have been provided a user name and login password below. When you log in, you will find:

My Setup: Upon your first login you will be required to reset your password and confirm your information. You may edit this information at any point.

Completed Activities: Here you can track the progress of your file. When a task is completed, it will show up under the Completed Activities with the date it was done.

Documents: View documents that have been filed to SureClose by clicking on the "eye glasses" icon. You can also email documents from the View Screen.

Send Messages: You can send a message to a contact in the file by clicking the checkbox beside their name and then clicking Send Message. A copy of your message will appear in the File Notes section. You can also CC an external recipient.

Send Documents: With any email you send, you have the option to attach a document from the file.

Contacts: You can click on the name to access any contact information available.

If you have any questions, please feel free to contact us and we will be happy to help!

To log into SureClose please visit:

https://tm.sureclose.com/brands/default.asp?BrandCode=PTSSC

OR

If you aren't at your normal computer or can't remember this specific web address, you can always log in from www.sureclose.com.

Login: JodiHudnall
Password: qwddopnd53

Thank you,
Regan Moore

Professional Title Services, Inc.
2903 Millwood Avenue
Phone: (803) 254-2695
Fax: (803) 799-0658

--
If this email is spam, report it here:
http://www.onlymyemail.com/view/?
action=reportSpam&Id=NTk0NDI6NzE1ODI1NDA1OmpvZGlAc2FtamVmY29hdC5jb20%3D

Jodi Hudnall

From: SureClose Notification Service [NotificationService@ca.sureclose.com]
Sent: Thursday, August 21, 2008 2:55 PM
To: jodi@samjefcoat.com
Subject: File Number 11.2 acres Highway 321, Gaston, SC is complete.

Attachments: SC Title Report PTS - PRELIMINARY.pdf

SC Title Report
PTS - PRELIM...

We have completed your title work!

Please login to SureClose at:

https://tm.sureclose.com/brands/default.asp?brandcode=ptssc

with your username and password to retreive your title work for file number 11.2 acres Highway 321, Gaston, SC in reference to 11.2 acres Highway 321 Castrejon & Query Gaston SC .

For your convenience, we have attached a copy of the title work. The supporting title doucments and invoice can be found on SureClose.

If you do not already have a username and password or if you need assistance with SureClose, please feel free to contact Regan Moore by email at regan@protitleservices.com or by phone at 803-254-2695.

Thank you for the pleasure of doing business with you. We look forward to working with you again and welcome your feedback.

Professional Title Services

This is a system generated email, please do NOT reply to this email, as the address it refers to is not checked by anyone.

--
If this email is spam, report it here:
http://www.onlymyemail.com/view/?action=reportSpam&Id=NTk0NDI6NzIzNjg4MTA0OmpvZGlAc2FtamVmY29hdC5jb20%3D

A.	B. TYPE OF LOAN
SETTLEMENT STATEMENT U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	1. [ ] FHA 2. [ ] FMHA 3. [ ] CONV. UNINS 4. [ ] VA 5. [ ] CONV. INS. 6. [ ] Other 7. File Number: CastrejonGaston 8. Loan Number: 9. Mortgage Insurance Case Number:

C. NOTE *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Lines marked "(poc)" were paid outside of closing; they are shown here for informational purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.*

D. Name of Borrower Address	Ladislao Castrejon, Jesus Brito	
E. Name of Seller Address	Grady W. Query, O. Grady Query 3609A River Road Johns Island SC 29455	TIN: 238-66-3487
F. Lender Address	Grady W. Query and O. Grady Query 3609A River Road Johns Island SC 29455	
G. Property Address	Hwy 321 Gaston SC 29053	
H. SETTLEMENT AGENT: ADDRESS:	Samuel H Jefcoat 1501 Main Street Newberry SC, 29108	I. SETTLEMENT DATE: 09/24/08
PLACE OF SETTLEMENT: ADDRESS:	Samuel H. Jefcoat, Attorney at Law LLC 1501 Main Street, PO Box 307 Newberry SC, 29108	DISBURSEMENT DATE: 09/24/08

J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100.	Gross amount due from borrower:		400.	Gross amount due to seller:	
101.	Contract sales price	$302,500.00	401.	Contract sales price	$302,500.00
102.	Personal property		402.	Personal property	
103.	Settlement charges to borrower (line 1400)	$2,270.05	403.		
104.			404.		
105.			405.		
	Adjustments for items paid by seller			Adjustments for items paid by seller	
106.	City/town taxes to		406.	City/town taxes to	
107.	County taxes to		407.	County taxes to	
108.	Assessments to		408.	Assessments to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120.	Gross amount due from borrower:	$304,770.05	420.	Gross amount due to seller:	$302,500.00
200.	Amount paid by or in behalf of borrower		500.	Reductions in amount due to seller	
201.	Deposit or earnest money	$2,000.00	501.	Excess deposit (see instructions)	
202.	Principal amount of new loan(s)	$225,500.00	502.	Settlement charges to seller (line 1400)	$24,106.75
203.	Existing loan(s) taken subject to		503.	Existing loan(s) taken subject to	
204.			504.	Payoff of first mortgage loan	
205.			505.	Payoff of second mortgage loan	
206.			506.		
207.			507.		
208.			508.		
209.			509.		
	Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210.	City/town taxes to		510.	City/town taxes to	
211.	County taxes 1/1/08 to 08/24/08	$2,815.34	511.	County taxes 1/1/08 to 08/24/08	$2,815.34
212.	Assessments to		512.	Assessments to	
213.	ALL PRO-RATIONS ARE FINAL AS OF CLOSING		513.	ALL PRO-RATIONS ARE FINAL AS OF CLOSING	
214.	WITH THIS PRO-RATION BUYER WILL BE RESPONSIBLE FOR ALL OF 2008 PROPERTY TAX BILL		514.	WITH THIS PRO-RATION BUYER WILL BE RESPONSIBLE FOR ALL OF 2008 PROPERTY TAX BILL	
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220.	Total paid by/for borrower:	$230,315.34	520.	Total reduction in amount due seller:	$26,922.09
300.	Cash at settlement from/to borrower:		600.	Cash at settlement to/from seller:	
301.	Gross amount due from borrower (line 120)	$304,770.05	601.	Gross amount due to seller (line 420)	$302,500.00
302.	Less amount paid by/for borrower (line 220)	$230,315.34	602.	Less total reduction in amount due seller(line 520)	$26,922.09
303.	Cash from Buyer	$74,454.71	603.	Cash to Seller	$275,577.91

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Stewart Title Guaranty Company with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Grady W. Query

O. Grady Query

L. Settlement Charges			
700.	Total sales/broker's commission based on price $302,500.00 @ 7.50% = $22,687.50. Division of commission (line 700) as follows:	PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
701.	$22,687.50 to ReMax Metro Associates		
702.			
703.	Commission paid at settlement		$22,687.50
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee %		
802.	Loan discount %		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance fee		
807.	Mortgage broker fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
817.			
900.	Items payable in connection with loan		
901.	Interest from thru @ /day		
902.	Mortgage insurance premium for months		
903.	Hazard insurance premium for years		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance months(s) @ per month		
1002.	Mortgage insurance months(s) @ per month		
1003.	City property taxes months(s) @ per month		
1004.	County property taxes months(s) @ per month		
1005.	Annual assessments (maint.) months(s) @ per month		
1006.			
1007.			
1008.	Aggregate adjustment		
1009.			
1100.	Title charges		
1101.	Settlement or closing fee to Samuel H. Jefcoat, Attorney at Law LLC	$350.00	
1102.	Abstract or title search to Professional Title Services, Inc.	$399.50	
1103.	Title examination		
1104.	Title insurance binder to Fieldplace Title	$75.00	
1105.	Document preparation to Samuel H. Jefcoat, Attorney at Law LLC		$300.00
1106.	Notary fees		
1107.	Attorney's fees (includes above item numbers:)		
1108.	Title insurance to Fieldplace Title (includes above item numbers:)	$705.25	
1109.	Lender's coverage $495.50 ($225,500.00)		
1110.	Owner's coverage $209.75 ($302,500.00)		
1111.			
1112.			
1113.			
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed: $10.00; Mortgage: $23.00	$33.00	
1202.	City/county tax/stamps: Deed: $332.75; Mortgage:		$332.75
1203.	State tax/stamps: Deed: $786.50; Mortgage:		$786.50
1204.	Survey Recording to Lexington County Register of Deeds	$10.00	
1205.			
1206.			
1300.	Additional settlement charges		
1301.	Survey to Cannon-Davenport Surveying, Inc.	$1,352.55	
1302.	Pest inspection		
1303.	Administrative Fees to Samuel H. Jefcoat, Attorney at Law LLC	$50.00	
1304.			
1305.			
1306.			
1307.			
1308.			
1400.	Total settlement charges (enter on lines 103, section J and 502, section K)	$2,270.06	$24,106.75

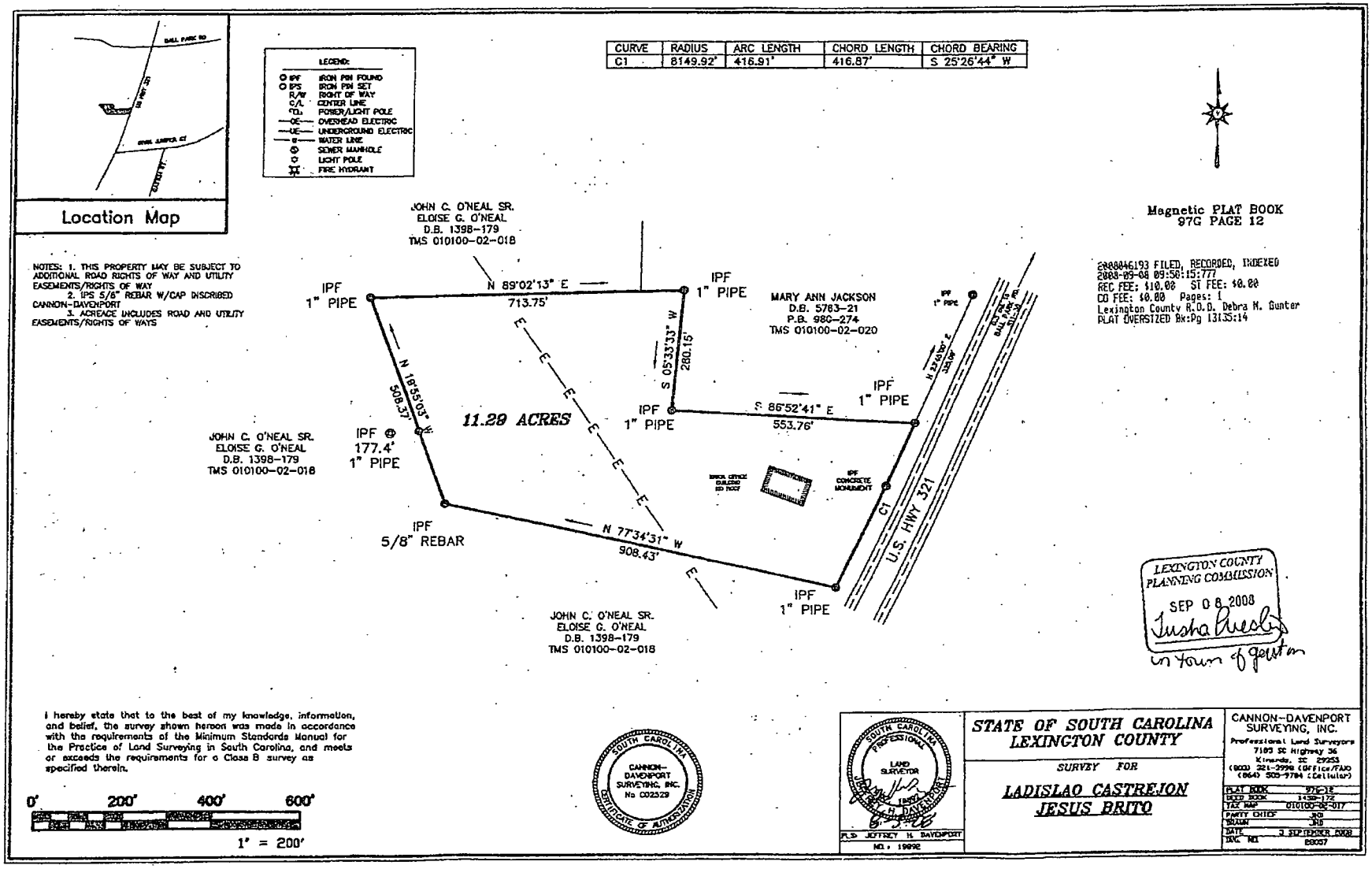
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: _____ Seller: _____
Ladislao Castrejon — Grady W. Query

Borrower: _____ Seller: _____
Jesus Brito — G. Grady Query

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been disbursed by the undersigned as part of the settlement of this transaction.

_____ 9/23/08
Samuel H Jefcoat/Settlement Agent — Date


Location Map
LEGEND:
IPF IRON PIN FOUND
IPS IRON PIN SET
R/W RIGHT OF WAY
C/L CENTER LINE
POWER/LIGHT POLE
OE OVERHEAD ELECTRIC
UE UNDERGROUND ELECTRIC
WATER LINE
SEWER MANHOLE
LIGHT POLE
FIRE HYDRANT
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING
C1 | 8149.92' | 416.91' | 416.87' | S 25°26'44" W
Magnetic PLAT BOOK 97G PAGE 12
2008046193 FILED, RECORDED, INDEXED
2008-09-08 09:58:15:777
REC FEE: $10.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
PLAT OVERSIZED Bk:Pg 13135:14
NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY
2. IPS 5/8" REBAR W/CAP INSCRIBED CANNON-DAVENPORT
3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS
JOHN C. O'NEAL SR.
ELOISE G. O'NEAL
D.B. 1398-179
TMS 010100-02-018
N 89°02'13" E
713.75'
IPF 1" PIPE
MARY ANN JACKSON
D.B. 5783-21
P.B. 98C-274
TMS 010100-02-020
S 05°33'33" W
280.15'
S 86°52'41" E
553.76'
N 18°55'03" W
508.37'
11.29 ACRES
IPF 177.4' 1" PIPE
IPF 5/8" REBAR
N 77°34'31" W
908.43'
IPF CONCRETE MONUMENT
U.S. HWY 321
C1
LEXINGTON COUNTY PLANNING COMMISSION
SEP 08 2008
I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.
0' 200' 400' 600'
1" = 200'
SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR JEFFREY H. DAVENPORT
P.L.S. JEFFREY H. DAVENPORT
NO. 19992
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY
SURVEY FOR
LADISLAO CASTREJON
JESUS BRITO
CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7195 SC Highway 36
Kingsville, SC 29253
(803) 321-2998 (Office/FAX)
(864) 505-9784 (Cellular)
PLAT BOOK 97G-12
DEED BOOK 14380-172
TAX MAP 010100-02-017
PARTY CHIEF NO
DRAWN JHD
DATE 3 SEPTEMBER 2008
DWG. NO. 88057

EXCLUSIVE RIGHT TO SELL CONTRACT

State of South Carolina

A. EMPLOYMENT: In consideration of the covenants herein contained, Grady W & Grady O Query (herein called "OWNER") and Kenny McBa Associates, (herein called "BROKER/LISTING FIRM") agree as follows: For the period of time beginning on 5-1-06 20 ____, and ending at midnight on 5-1-07 20 ____, Owner hereby grants to Broker the sole and exclusive right to sell the real property known as Hwy 321 Gaston SC Lex County TMS 010100-02-017. Broker hereby accepts employment as the sole and exclusive agent of the Owner to sell the property, subject to the following terms and conditions:

B. RECOGNIZING THAT PROFESSIONAL REPRESENTATION OF BOTH A BUYER AND A SELLER IS CRITICALLY IMPORTANT IN ANY REAL ESTATE TRANSACTION, NO PROPERTY SHALL BE LISTED WITH THE CMLS UNLESS THE AGREEMENT BETWEEN THE SELLER AND THE LISTING FIRM EXPRESSLY REQUIRES ACTIVE INVOLVEMENT BY THE LISTING FIRM IN THE MARKETING, SALE, AND CLOSING OF THE PROPERTY. FAILURE TO ABIDE BY THIS PRECEPT SHALL CAUSE A PROPERTY TO BE DE-LISTED AND MAY SUBJECT THE LISTING FIRM/COMPANY TO EXPULSION FROM CMLS.

C. SALE PRICE: Said property is, hereby, listed to sell for the gross sale price of $ 350,000 or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period. Owner agrees to pay Broker a fee of 5 ~~10%~~ % computed upon the gross sales price in any of the following events: (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period, or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed; or, (3) The presentation to Owner of a valid and a bonafide written offer to purchase the property which complies with the terms and conditions specified herein. A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein, is non-contingent and is on a form adopted or recommend by a local Board of Realtors or substantially similar thereto. The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period, or if the Owner sells or obtains the contract to sell the property within 180 days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period. This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another Broker during the protection period. The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing the provision of this agreement. The owner shall pay at closing, the real estate commission, a fee for preparing the deed, the deed stamps required on the deed, recording of satisfaction and prorated taxes as of the day of closing. The term "sale" shall include any exchange, swap or trade of the herein described property.

D. MARKETING THE PROPERTY: The Broker has the option, but is not required, to continue marketing the property after an offer has been accepted. Owner may terminate this option by giving written notice to Broker. "Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the Internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim, loss or damage arising therefrom." **Send to Internet** yes ✓ no ____ (initial one)

E. CALL, FAX, E-MAIL: Seller agrees to allow any Agent/Member to call, e-mail or fax information regarding the sale of their property.

F. INQUIRIES: Owner agrees to inform Broker of any inquires or negotiations concerning the sale of the property.

G. PROPERTY INFORMATION: Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. Owner warrants, that, to his knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement, and that all such information is accurate to the best of his knowledge. Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

H. PERSONAL PROPERTY: The real estate described herein includes, all fixtures, equipment and improvements of any kind which are now attached to or planted on the premises, such as: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, TV antennas, clothes-line poles, curtain/drapery rods, ceiling fans, attached mirrors and light bulbs, as well as all built-ins, such as: equipment, appliances, cabinets, furniture and shelves unless otherwise agreed herein. Personal property to be transferred to the Buyer at no extra cost is as follows:

____

I. DISCLOSURE OF INFORMATION: Latent Defects - Owner authorizes Broker to disclose pertinent information about the property to his agents, subagents prospective purchasers and all inquiring parties. Such disclosure shall be in the manner or form customary in the marketplace. Owner agrees to disclose, in writing, to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view, and to indemnify and hold Broker harmless from any costs, claims, liabilities, or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect. This indemnify shall include the costs incurred in enforcing the provisions of this indemnity, including reasonable attorney's fees. Known defects are as follows:

____

J. EXECUTED PROPERTY DISCLOSURE FORM as required by SC Code of Laws, as amended, section 27-50-10, et. seq., must accompany this listing (if applicable).

K. INSPECTION: Owner agrees to make property available for the inspections by Broker, his agents, subagents, buyer/broker, and prospective purchasers, as deemed reasonably necessary by Broker.

L. NON-DISCRIMINATION: It is agreed that this property is listed in full compliance with local, state and federal fair housing laws, against discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin.

M. LOCKBOX: Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS. **Owner ( ) does ( ) does not agree for a CMLS lockbox** containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents. Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes this risk. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore. **The lockbox must be a MLS approved lockbox.** This does allow for an Agent to hang the CML lockboxes on the property along with one of his choosing if so desired.

N. SIGNAGE: Owner authorizes Broker the right to display "For Sale" sign on the property and remove all other signs. All signage placed on the listed property must be signage approved by CMLS. No "For Sale by Owner" sign may be placed on the property.

O. AGENCY RELATIONSHIPS: Agent has advised Seller of Brokers general company policy regarding cooperation with Subagents, Buyers Agents or both and Seller agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies. Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Agent (Listing Firm) and an Agency Disclosure Brochure regarding Agency Relationships in Real Estate ✓____. Seller acknowledges that after entering into this written agency contract, Agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked: Permission to act as a **dual agent** will not be considered ✓____; Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement** ✓____; Permission to act as a **designated agent** will not be considered ✓____; Permission to act as a **designated agent** may be considered at a time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement** ✓____.

P. NO CONTROL OF COMMISSION RATES OR FEES. Under the long established policy of CMLS, the Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the CMLS, or by any persons not a party to the listing agreement. The compensation paid by the Listing Broker to a Co-operating Broker in respect to any listing is established by the Listing Broker in his offer of co-operation and is not fixed, controlled, suggested, recommended or maintained by the CMLS, or by any persons other than the Listing Broker and his or her subagent.

Q. SPECIAL STIPULATIONS: The following stipulations shall, if conflicting with printed matter, control: ____________________

____

R. MEDIATION: All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder. This mediation shall take place subject to the rules and procedures established by the South Carolina Bar Association, and the parties agree to appoint a mediator approved by the South Carolina Bar Association.

S. EARNEST MONEY: Owner authorizes Broker to accept and hold, on behalf of Owner, an earnest money deposit in accordance with the terms of any written contract for the sale of the property. In the event such deposit is forfeited by a prospective Purchaser, Broker may retain one-half, (1/2) of such deposit, but not exceeding the total amount of Broker's fee. Should Broker incur any costs, including attorney's fees, as a result of the release of any of the earnest money deposit to Owner, Owner will reimburse Broker for such costs.

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED.

____________ WITNESS	[signature] OWNER	4 May 06 DATE	TIME
____________ WITNESS	[signature] OWNER	4 May 06 DATE	TIME
____________ BROKER'S COMPANY	By: ____________ BROKER'S SIGNATURE	____________ DATE	

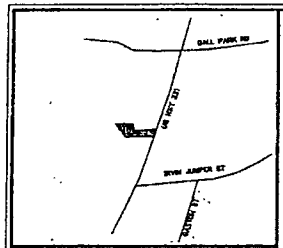
____________________ BROKER'S MAILING ADDRESS

____________________ OWNER'S MAILING ADDRESS

PHONE ____________________ PHONE ____________________

Castreion 56

THIS IS A LEGALLY BINDING CONTRACT. ALL BLANKS MUST BE FILLED IN. IF INFORMATION DOES NOT APPLY, INSERT N/A. ANY ALTERED TERMS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER



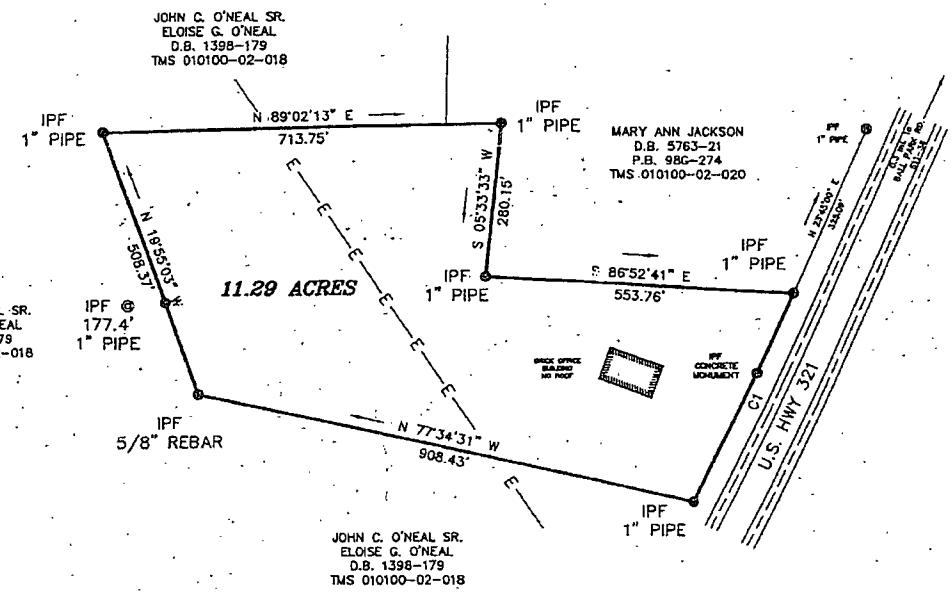
Location Map

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
C/L	CENTER LINE
	POWER/LIGHT POLE
OE	OVERHEAD ELECTRIC
UE	UNDERGROUND ELECTRIC
W	WATER LINE
	SEWER MANHOLE
	LIGHT POLE
	FIRE HYDRANT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	8149.92'	416.91'	416.87'	S 25°26'44" W

NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY
2. IPS 5/8" REBAR W/CAP INSCRIBED CANNON-DAVENPORT
3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS



Magnetic PLAT BOOK
97G PAGE 12

2008046193 FILED, RECORDED, INDEXED
2008-09-08 09:50:15:777
REC FEE: $10.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra M. Sunter
PLAT OVERSIZED Bk:Pg 13135:14

LEXINGTON COUNTY PLANNING COMMISSION
SEP 08 2008
Tusha Pinckney
on Town of Gaston

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.

0' 200' 400' 600'
1" = 200'

SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR JEFFREY H. DAVENPORT 19892
PLS JEFFREY H. DAVENPORT
NO. 19892

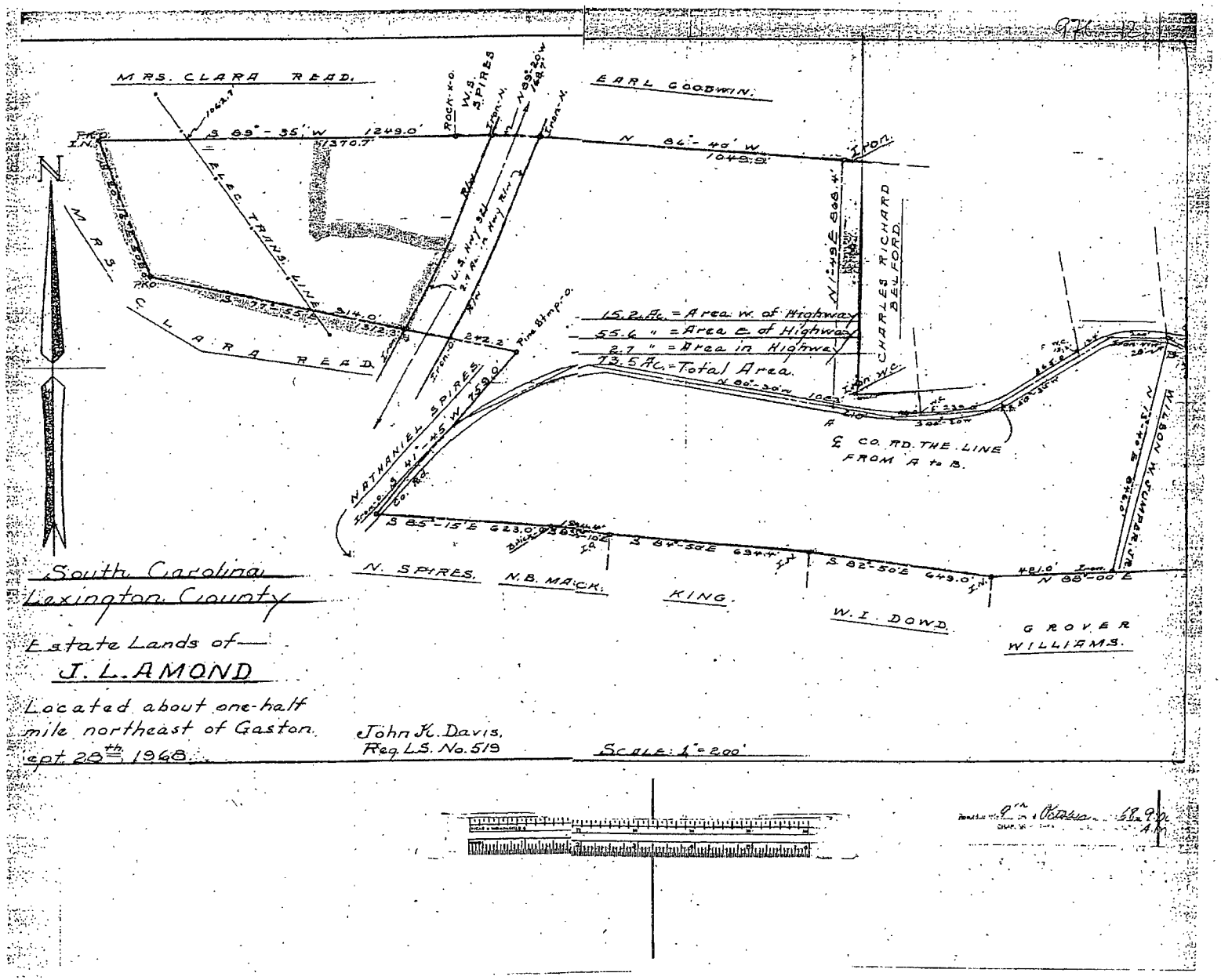
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7183 SC Highway 36
Kinards, SC 29355
(803) 321-2998 (Office/FAX)
(864) 505-9784 (Cellular)

PLAT BOOK	97G-12
DEED BOOK	1438-178
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2008
DWG. NO.	28057


MRS. CLARA READ.
EARL GOODWIN.
S 89°-35' W 1249.0'
1370.7'
N 84°-40' W
1049.9'
ELEC. TRANS. LINE
MRS. CLARA READ.
CHARLES RICHARD BELFORD.
15.2 Ac. = Area W. of Highway
55.6 " = Area E. of Highway
2.7 " = Area in Highway
73.5 Ac. = Total Area.
℄ CO. RD. THE LINE FROM A to B.
NATHANIEL SPIRES.
S 41°-45' W 759.0'
S 85°-15' E 623.0'
S 84°-50' E 634.4'
S 82°-50' E 649.0'
N 88°-00' E
N. SPIRES.
N.B. MACK.
KING.
W. I. DOWD.
GROVER WILLIAMS.
South Carolina
Lexington County
Estate Lands of
J. L. AMOND
Located about one-half mile northeast of Gaston.
Sept. 28th 1968
John K. Davis,
Reg. L.S. No. 519
SCALE: 1" = 200'

E samJeffcoat.com) Jodi
fx 803-321-3491
P 321-2321
321-6209

Sam Jeffcoat
Jodi

8-11-08

Closing 8-27-08 11:00 Am

Sales Price 302,500
Earnest Money 2,000 in trust Remax Metro

Owner Financing Terms
75,000 Down
Mortgage Amount 227,500 @ 8% for 10 years
225,500

Commission Remax Metro Associates 7.5%
690B Columbiana Dr
Columbia SC 29212

Agent Tommy Dawson
803-269-1700
fx 803 749-5810
E tommydawson@SC.RR.com

Owner Grady Query
147 Wappoo Creek Drive
Charleston SC 29412
P 843-795-9500
fx 843-762-1500
WWW.qsglawers.com

gquery@bellsouth.net

PROFESSIONAL TITLE SERVICES, INC.
TITLE REPORT

FILE NO.: 20081132

PRELIMINARY REPORT - PURCHASERS TO BE CHECKED IN THE A.M.

2903 Millwood Avenue
Columbia, South Carolina 29205
(803) 254-2695
FAX: (803) 799-0658

DATE OF REPORT: 8/21/2008

PREPARED FOR: Samuel H. Jefcoat, Attorney at Law, LLC

YOUR REFERENCE NUMBER:

OWNER OF RECORD: Grady W. Query and O. Grady Query

PURCHASER: Ladislao Castrejon and Jesus Brito

PROPERTY Highway 321
11.2 Acres, Plat 97-G/112

DERIVATION (Chain of Title Attached):

To: Grady W. Query and O. Grady Query
From: Chemical Equipment Sales & Service Company, Inc.
Date: 10/24/89 Recorded: 11/02/89
Book: 1458 Page: 172

MORTGAGES:

To: American Bank & Trust
From: Dura-Cote Company, Inc.
Date: 10/12/71 Recorded: 10/26/71
Book: 20Z Page: 134

PAID

Assigned to: Federal Deposit Insurance Corporation, 103/273, R: 10/28/75

To: First Citizens Bank and Trust Company, Inc.
From: Grady W. Query and O. Grady Query (Island Catamarans Sales LLC)
Date: 03/15/05 Recorded: 04/05/05
Book: RB10027 Page: 185
Securing: $319,954.88

TAXES:
TMS# 010100-02-017 FOR 11.20 ASSESSMENT: 15,410 @ 6% SOLID WASTE: 116.70 DISTRICT # 4 MILLS: 409.193 NOTICE # 2007-130687-109 COUNTY TAXES 2007 IN THE AMOUNT OF: $5,036.24 PAID 04/16/08 RETURNED IN THE NAME OF: Query, Grady W & O Grady

TAXES PAST DUE: NONE

JUDGMENTS: NONE

PROFESSIONAL TITLE SERVICES, INC.
TITLE REPORT

FILE NO.: 20081132

FEDERAL TAX LIENS: NONE

STATE TAX LIENS: NONE

LIS PENDENS: NONE

MECHANICS LIENS: NONE

OTHER LIENS: NONE

OTHER INSTRUMENTS: NONE

RESTRICTIONS: None during this period

EASEMENTS: 15H/419, To: SCE&G, R: 08/30/66

The records of Lexington County, South Carolina, were checked for period beginning January 9, 1956 to August 8, 2008, 9:00 A.M.

Pursuant to your request and instructions, PROFESSIONAL TITLE SERVICES, INC. does hereby report that the present status of the record title to the property described herein, as limited by the instructions received, is, as shown on the above TITLE REPORT.

This TITLE REPORT is prepared at the request and under the direction of the attorney/law firm noted herein pursuant to specific instructions from such attorney/law firm and under their specific direction as to the manner in which the search of the relevant records was performed and the material reported herein is solely for the use of the named attorney. The resultant report should, therefore, not be considered as an opinion on title or as to any other matter. PROFESSIONAL TITLE SERVICES, INC. has reported the matters requested in the manner requested for the purpose of the determination by the recipient as to the legal state of the title involved. As a result, the use of this report or the material contained herein by any other party is strictly prohibited. This TITLE REPORT is the property and work product of the named attorney and for his/her sole use.

The rights and liabilities of the parties involved in this report are subject to and limited by the agreements of the parties under which the search was conducted.

SureClose

Document Cover Sheet

For multiple or single document submissions,
please use 1 cover sheet per document.

Subject Property Description:

11.2 acres Highway 321, Gaston, SC

Document:

Tax Information

Escrow #: Title Only

Loan #:

MLS#:

Buyer/Borrower: Ladislao Castrejon

Selling Agent/Loan Officer:

Broker/Company Name:

Seller: Grady W Query

Listing Agent:

Broker/Company Name:

Closer:

Closer Company Name:

Lender:

Lender Company Name:

Barcode:

COUNTY OF LEXINGTON, SOUTH CAROLINA

CURRENT TAX YEAR					PREVIOUS TAX YEAR			
CLASSIFICATION	ACRES/LOTS	MARKET VALUE	X RATIO	= ASSMT	ACRES/LOTS	MARKET VALUE	X RATIO	= ASSMT
OWNER OCCUPIED		0		0		0		0
OTHER PROPERTY	11.20	256,890	.06	15,410	11.20	256,890	.06	15,410
MARKET VALUE AG.		0		0		0		0
USE VALUE AG.		0		0		0		0

QUERY, GRADY W & O GRADY
3609A RIVER RD

JOHNS ISLAND SC 29455

OWNER NAME ..... :QUERY, GRADY W & O GRADY
DECEMBER 31,2006 OWNER :QUERY, GRADY W & O GRADY
LEGAL DESCRIPTION..... :NONE
LEGAL DESCRIPTION cont.. :
PROPERTY LOCATION..... :HWY 321
TAX DISTRICT..... :School District Four
PROPERTY TYPE..... :REAL ESTATE
TAX YEAR..... :2007
RECEIPT NUMBER..... :2007-130687-109
TMS NUMBER..... :010100-02-017
LEGAL RESIDENCE..... :No

CURRENT TAX YEAR						PREVIOUS TAX YEAR				
2007 Assessment: 15,410		Homestead Asmnt: 0		Tax Relief: 0		2006 Asmnt: 15,410		H/S: 0	Tax Relief: 0	
TAXING AGENCY	2007 MILLAGE	2007 TAXES	H/S EXEMPT	TAX CREDITS	NET TAXES	2006 MILLAGE	2006 TAXES	H/S EXEMPT	TAX CREDITS	NET TAXES
SCHOOL										
SCHOOL 4 OPERATIONS	230.660	3,554.47	0.00	0.00	3,554.47	212.820	3,281.10	0.00	0.00	3,281.10
SALES TAX CREDIT	0.000	0.00	0.00	-917.63	-917.63	0.000	0.00	0.00	-363.45	-363.45
SCHOOL 4 LEASE PURCHASE	36.680	565.24	0.00	0.00	565.24	35.240	550.45	0.00	0.00	550.45
SALES TAX CREDIT	0.000	0.00	0.00	-565.24	-565.24	0.000	0.00	0.00	-550.45	-550.45
SCHOOL 4 BONDS	31.600	486.96	0.00	0.00	486.96	26.260	404.67	0.00	0.00	404.67
SALES TAX CREDIT	0.000	0.00	0.00	-486.96	-486.96	0.000	0.00	0.00	-404.67	-404.67
SUBTOTAL SCHOOL	298.940	4,606.67	0.00	-1,969.83	2,636.84	276.420	4,244.23	0.00	-1,326.58	2,917.65
PERCENT OF TOTAL BILL	73.06%				40.81%	73.05%				65.08%
COUNTY										
COUNTY ORDINARY	20.721	320.39	0.00	0.00	320.39	20.717	319.25	0.00	0.00	319.25
LAW ENFORCEMENT	29.506	454.48	0.00	0.00	454.48	27.280	420.51	0.00	0.00	420.51
FIRE SERVICE OPERATION	13.990	215.59	0.00	0.00	215.59	12.978	199.96	0.00	0.00	199.96
INDIGENT CARE	1.243	19.15	0.00	0.00	19.15	1.243	19.15	0.00	0.00	19.15
LIBRARY OPERATIONS	6.033	92.97	0.00	0.00	92.97	5.722	88.19	0.00	0.00	88.19
SOLID WASTE	7.573	116.70	0.00	0.00	116.70	6.796	104.76	0.00	0.00	104.76
COUNTY NOTES & BONDS	4.460	68.73	0.00	0.00	68.73	4.237	65.31	0.00	0.00	65.31
FIRE SERVICE BONDS	0.458	7.06	0.00	0.00	7.06	0.458	7.06	0.00	0.00	7.06
LIBRARY BONDS	1.086	16.74	0.00	0.00	16.74	1.086	16.74	0.00	0.00	16.74
SUBTOTAL COUNTY	85.140	1,312.02	0.00	0.00	1,312.02	80.566	1,241.51	0.00	0.00	1,241.51
PERCENT OF TOTAL BILL	20.81%				10.26%	21.37%				27.69%
AGENCY										
REC & AGING COMM OPS	11.913	183.58	0.00	0.00	183.58	11.300	174.13	0.00	0.00	174.13
REC & AGING COMM BONDS	6.110	94.16	0.00	0.00	94.16	2.677	41.25	0.00	0.00	41.25
MIDLAND TECH OPERATION	3.023	46.58	0.00	0.00	46.58	3.023	46.58	0.00	0.00	46.58
MIDLAND TECH CAPITAL	1.429	22.02	0.00	0.00	22.02	1.429	22.02	0.00	0.00	22.02
RIVERBANK PARK BONDS	0.872	13.44	0.00	0.00	13.44	0.827	12.74	0.00	0.00	12.74
RIVERBANK PARK OPER.	1.088	16.77	0.00	0.00	16.77	1.088	16.77	0.00	0.00	16.77
MENTAL HEALTH	0.678	10.45	0.00	0.00	10.45	0.678	10.45	0.00	0.00	10.45
SUBTOTAL AGENCY	25.113	387.00	0.00	0.00	387.00	21.022	323.94	0.00	0.00	323.94
PERCENT OF TOTAL BILL	6.13%				5.93%	5.58%				7.23%
BILLING TOTALS	409.193	6,305.69	0.00	-1,969.83	4,335.86	377.008	5,809.70	0.00	-1,326.58	4,483.12

THIS BILL REFLECTS OWNERSHIP AS OF 12/31/2006.
A MORTGAGE COMPANY DID NOT REQUEST YOUR PROPERTY TAX INFORMATION. IF YOUR PROPERTY TAXES ARE PAID THROUGH ESCROW, YOU ARE RESPONSIBLE FOR PROVIDING THEM WITH THIS INFORMATION.
IF THIS IS YOUR FULL TIME LEGAL RESIDENCE, YOU MAY QUALIFY FOR PROPERTY TAX RELIEF. FOR MORE INFORMATION, CONTACT THE ASSESSOR'S OFFICE AT (803) 785-8190.
IF YOU ARE OVER AGE 65, 100% DISABLED, OR LEGALLY BLIND, AND THIS IS YOUR LEGAL RESIDENCE, YOU MAY QUALIFY FOR HOMESTEAD TAX EXEMPTION. FOR MORE INFORMATION CONTACT THE OFFICE OF THE COUNTY AUDITOR AT (803) 785-8181.
RETURN BOTTOM PORTION OF THIS BILL WITH YOUR PAYMENT. PLEASE USE THE ENCLOSED RETURN ENVELOPE OR MAIL TO THE TREASURER'S ADDRESS SHOWN ON THE BACK OF THIS BILL.
DISCOVER, MASTERCARD, AND VISA ACCEPTED FOR ONLINE PAYMENT ON LEXINGTON COUNTY'S WEB SITE www.lex-co.com. CREDIT CARD PAYMENTS CANNOT BE MADE BY MAIL, AT THE COUNTER, OR BY PHONE.

DETACH HERE — DETACH HERE

Rev: 0 10/02/2007
Printed: 08/15/2008

COUNTY OF LEXINGTON, SOUTH CAROLINA

*** OFFICIAL RECEIPT UPON VALIDATION ***

RECEIPT NUMBER: 2007-130687-109 TMS# 010100-02-017 TYPE: REAL ESTATE

TAX YEAR: 2007 DISTRICT: 4 DESCRIPTION: NONE

ACRES: 11.20 LOTS: 0 [illegible] MENT: 120 TOTAL ASSESSMENT: 15,410

USE CD:1024 L/R:NO H/S:NO [illegible]

PAID

DUE DATE FOR PAYMENT: 01/[illegible] PAYABLE TO: COUNTY OF LEXINGTON

PAY THIS AMOUNT 4,335.86

3% PENALTY ADDED FOR LATE PAYMENT MADE FROM 01/16/2008 THRU 02/01/2008
10% PENALTY ADDED FOR LATE PAYMENT MADE FROM 02/02/2008 THRU 03/17/2008
15% PENALTY AND EXECUTION COST ADDED FOR LATE PAYMENT MADE AFTER 03/17/2008

3% PENALTY AMOUNT: 4,465.94
10% PENALTY AMOUNT: 4,769.45
ESTIMATED AMOUNT: 5,036.24

Paid on: 04/16/2008
Amount Paid: 5,036.24

QUERY, GRADY W & O GRADY
3609A RIVER RD

JOHNS ISLAND SC 29455

071306871090000433586080115000044659408020100004769450803170000503624 3 Castrejon 63

SureClose

Document Cover Sheet

For multiple or single document submissions,
please use 1 cover sheet per document.

Subject Property Description:

11.2 acres Highway 321, Gaston, SC

Document:

Title Report Documents

Escrow #: Title Only

Loan #:

MLS#:

Buyer/Borrower: Ladislao Castrejon

Selling Agent/Loan Officer:

Broker/Company Name:

Seller: Grady W Query

Listing Agent:

Broker/Company Name:

Closer:

Closer Company Name:

Lender:

Lender Company Name:

Barcode:

Professional Title Services, Inc.
2903 Millwood Avenue
Columbia, SC 29205
Phone (803)254-2695 Fax (803)799-0658

Invoice

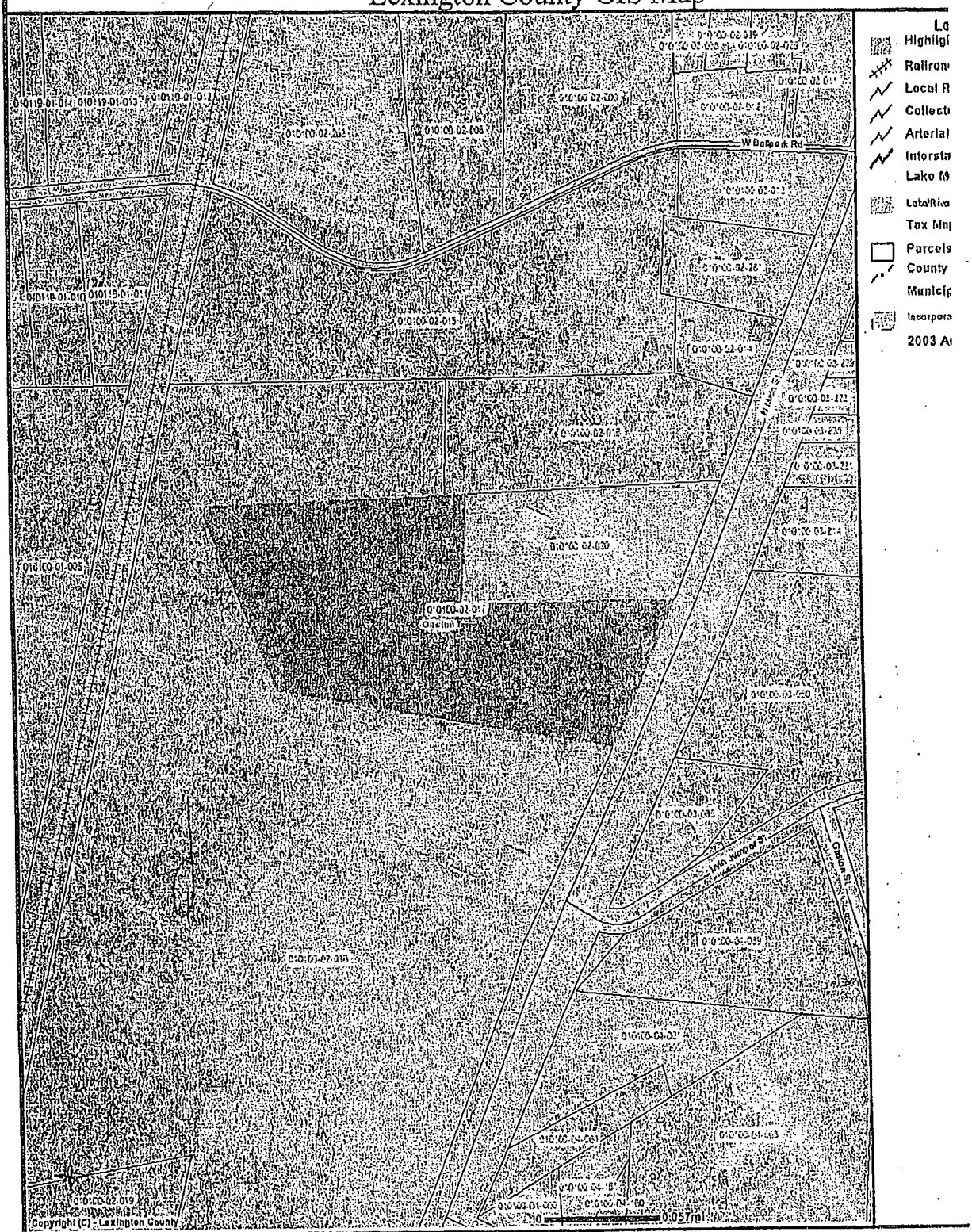
Customer	Invoice Number	Invoice Date
Samuel H. Jefcoat, Attorney at Law LLC P.O. Box 397 1501 Main Street Newberry, SC 29108	20081132-6884	08/21/2008
	File Number / Branch	
	20081132	Professional Title Services, Inc.
	Customer Order Number	Customer Order Date
Deliver To	Jodi Hundnall	08/13/2008
Samuel H. Jefcoat, Attorney at Law LLC P.O. Box 397 1501 Main Street Newberry, SC 29108	Sales Person / Buyer	
	Ladislao Castrejon & Jesus Brito	
	Seller	
	Grady W. Query and O. Grady Query	
Property Address	Loan Number / Lender	
Highway 321, Gaston, South Carolina		
Property Type / Property County	Sales Rep	Terms
Commercial / Lexington	TD	

CELEBRATING 20 YEARS, THANK YOU FOR YOUR BUSINESS

Description	Amount
1100 - Title Charges	
COMMERCIAL SEARCH	$300.00
UPDATE AND RECORD	$50.00
COPIES	$49.50
Total 1100 - Title Charges	**$399.50**
Subtotal	**$399.50**
Total	**$399.50**

Brief Legal: 11.2 Acres, Plat 97-G; TMS: 010100-02-017

Lexington County GIS Map



DISCLAIMER : Lexington County makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the database informa
The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the

Property Card Information

Lexington County, SC

Good Friends and Great Communities

Data last updated: 08/12/2008

TMS#: 010100-02-017 Show Map
TAX YEAR: 2007
OWNER: QUERY, GRADY W & O GRADY
ADDRESS: 3609A RIVER RD
JOHNS ISLAND , SC 29455
PROPERTY ADDRESS: HWY 321
LEGAL DESCRIPTION: NONE
DEED BOOK & PAGE: 1458-172
PLAT: 97G-12
LAND USE: 1024:WAREHOUSE
TAX DISTRICT: 4G

ASSESSMENT INFORMATION		BUILDING INFORMATION	
LOTS:	0	SQUARE FOOT LIVING AREA:	
ACRES:	11.2	UNFINISHED AREA:	
APPRAISED LAND:	254800	YEAR BUILT:	
APPRAISED BUILDING:	2090	NUMBER OF BEDROOMS:	
ASSESSMENT LAND:	15290	NUMBER OF FULL BATHS:	
ASSESSMENT BUILDING:	120	NUMBER OF HALF BATHS:	
HOMESTEAD EXEMPT ASSESSMENT:	0	HEATING SYSTEM:	
TAX RELIEF EXEMPT ASSESSMENT:	0	HEAT:	

SALES INFORMATION

SALE DATE	SELLER	BUYER	PRICE	BOOK/PAGE
10/01/1989	CHEM EQUIP SALES & S	QUERY G W & O G	50000	1458-172

110.00

BK 1458 PG 172

Form 14—Title to Real Estate
67890 Revised 1976

State of South Carolina,

At a special meeting of the Board of Directors of Chemical and Equipment Sales and Service Company, Inc. held this 24th day of October, 1989, it was resolved that the property known as the Gaston Property more fully described hereinbelow be sold to Grady W. Query and O. Grady Query for the sum of Fifty Thousand and 00/100 ($50,000.00) Dollars with payment in the form of assumption of the existing mortgage and a promissory note for the balance, and it is so resolved. The President of the corporation is hereby directed to execute the necessary deed to the said property in furtherance of this resolution.

FILED
NOV 2 4 41 PM '89
JOANNE B. TRIBBLE
RMC
LEXINGTON COUNTY

LEXINGTON COUNTY
DOCUMENTARY TAX
PAID $ 55.00
MARJORIE H. SHARPE
Treasurer

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
NOV-2'89
P.B. 10693
110.00

KNOW ALL MEN BY THESE PRESENTS, THAT

WE, CHEMICAL EQUIPMENT SALES & SERVICE COMPANY, INC.,

in the State aforesaid _____ and _____ in consideration of the sum of Fifty Thousand and 00/100 ($50,000.00)----------DOLLARS,

to us in hand paid at and before the sealing of these presents by Grady W. Query and O. Grady Query

in the State aforesaid _____ and _____ the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grady W. Query and O. Grady Query, their heirs and assigns forever, the following described property; to-wit:

ALL that certain piece, parcel or tract of land situate, lying and being on the western side of Highway 321, approximately one-half (1/2) mile northeast of the Town of Gaston in the County of Lexington, State of South Carolina, containing 11.2 acres and being a portion of the premises shown and delineated on a plat of the Estate of J. L. Amond, prepared by John K. Davis, Registered Surveyor, on 9/28/1968 and thereafter recorded in the Office of Clerk of Court for Lexington County in Plat Book 97-G at Page 112, said property having the following boundaries and measurements to wit: bounded on the north from a 4.0 acre tract which was cut from the original 15.2 acre tract whereon it fronts a distance of 333.9 feet and by the property now or formerly of Mrs. Clara Read as shown on said plat, whereon it measures for a distance of 834.7 feet more or less; bounded on the west by lands now or formerly of M. Clara Read, as shown on said plat, whereon it measures a distance of 509 feet and the south by lands now or formerly of Mrs. Clara Read as shown on said plat, whereon it measures a distance of 914 feet and on the east by Right of Way of U. S. Hwy. No. 321 whereon it fronts for a distance of 645 feet, with the building thereon erected, and known as _____, in the City of Gaston, South Carolina.

BEING the same property conveyed to the grantors herein by J. Roy Berry by deed dated May 4, 1982, and recorded in the office of the Clerk of Court for Lexington County in Book 515, page 107.

Grantee's Address: 147 Wappoo Creek Dr., Ste. 204
Charleston, SC 29412

TMS# 010100-02-17

29917

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 Grady W. Query and O. Grady Query, their _____ Heirs and Assigns forever.

AND we do hereby bind BK 1458 PG 174 Heirs, assigns Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grady W. Query and O. Grady Query, their Heirs and Assigns, against us and our Heirs, and all persons whomsoever as may be lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals, this 24th day of October in the year of our Lord one thousand nine hundred and eighty-nine and in the two hundred and thirteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Nina S. Bell — Grady Query Jr. for (L. S.)

Kathy Coots — Chemical Equipment (L. S.)

Sales and Service Co., Inc.

The State of South Carolina,

CHARLESTON County.

PERSONALLY appeared before me NINA S. BELL and made oath that she saw the within named O. Grady Query, As President of Chemical & Equipment ~~Sales & Service Co.~~ Inc. sign, seal, and as its act and deed, deliver the within written Deed, and that she with Kathy Coots witnessed the execution thereof.

SWORN to before me, this 24th day of October A.D. 19 89

Vickie S. Roberts (SEAL)
Notary Public of South Carolina
My Commission Expires: 4/15/96

Nina S. Bell

202-134

FILED
Oct 26 4 55 PM '71
CLERK OF COURT
LEXINGTON COUNTY
H. A. SHEALY

124

STATE OF SOUTH CAROLINA)
) MORTGAGE OF REAL ESTATE
COUNTY OF LEXINGTON)

WHEREAS, Dura-Cote Company, Inc., a South Carolina corporation whose principal place of business is located in Lexington County, State aforesaid, did heretofore borrow from American Bank & Trust a certain sum of money, as evidenced by a promissory Note, reference being had to said Note as to the amount and terms thereof, and

WHEREAS, W. H. Frazier and W. Ray Berry did guarantee the payment of said indebtedness, now therefore,

KNOW ALL MEN, that we, the said W. H. Frazier and W. Ray Berry, for and in consideration of the loan to Dura-Cote Company, Inc., as aforesaid, and for the better securing the payment thereof to the said American Bank & Trust, according to the condition of the said Note and also in consideration of the further sum of Three and no/100 ($3.00) Dollars, to us, the said W. H. Frazier and W. Ray Berry, in hand well and truly paid by the said American Bank & Trust at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said American Bank & Trust:

All that certain piece, parcel or lot of land situate, lying and being on the western side of Highway 321 approximately one-half (1/2) mile Northeast of the Town of Gaston in the County of Lexington, State of South Carolina, containing eleven and two tenths (11.2) acres and being a portion of the premises shown and delineated on a plat of the Estate of J. L. Amond, prepared by John K. Davis, Registered Surveyor, on September 28, 1968, and thereafter recorded in the Office of the Clerk of Court for Lexington County in Plat Book 97 G at page 112, said property having the following boundaries and measurements, to wit: Bounded on the north by a four-acre tract which was cut from the original fifteen and two-tenths (15.2) acre tract whereon it fronts for a distance of five hundred fifty-three and nine-tenths feet (553.9') and by the property now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of eight hundred thirty-four and seven-tenths feet (834.7') more or less; bounded on the west by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of five hundred nine feet (509') and the south by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of nine hundred fourteen feet (914') and on the east by the right-of-way of U. S. Highway #321

Castrejon 71

whereon it fronts for a distance of four hundred forty-five feet (445'), being a portion of a tract of land heretofore conveyed to the within W. Ray Berry by Deed of Blanche H. Amond and Marjorie Amond, as Co-Executrices of the Estate of J. L. Amond, dated November 22, 1968, and thereafter recorded in the Office of the Clerk of Court for Lexington County in Deed Book 17-O, at page 350, and thereafter with a one-half (1/2) undivided interest in the hereinabove described portion being subsequently conveyed by W. Ray Berry to the within W. H. Frazier by Deed dated January 14, 1971, and thereafter recorded in the Office of the Clerk of Court for Lexington County in Deed Book _____, at page _____.

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

TO HAVE AND TO HOLD all and singular the said premises unto the said American Bank & Trust, its successors 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 American Bank & Trust, its successors and assigns, from and against us and our heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagors, their heirs, executors or administrators, shall and will forthwith insure the building on said lot, and keep the same insured from loss or damage by fire in a sum sufficient to protect the interest of the mortgagee and assign the policy of insurance to the said mortgagee, American Bank & Trust, its successors or assigns. And in case they shall at any time neglect or fail so to do, then said mortgagee, American Bank & Trust, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once,

136 AND IT IS FURTHER AGREED, That said Mortgagors, their heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the mortgagors, the said W. H. Frazier and W. Ray Berry, do and shall well and truly pay or cause to be paid unto the said American Bank & Trust the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagors do hereby assign, set over and transfer to the said mortgagee, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

WITNESS our hands and seals this 18th day of October in the year of our Lord one thousand nine hundred and seventy-one and in the one hundred and ninety-sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Emma Lou Tyler — W. H. Frazier (L.S.)

Betty S. Stafford — W. Ray Berry (L.S.)

Castrejon 73
ROA 347

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me Betty S. Benfield and made oath that she saw the within named W. H. Frazier and W. Ray Berry sign, seal, and, as their act and deed, deliver the within written Deed; and that she with Emma Lou Oyler witnessed the execution thereof.

SWORN TO before me this 12th day of October, A.D. 1971.

Betty S. Benfield

Emma Lou Oyler (L.S.)

Notary Public for South Carolina
My Commission Expires: 4/30/79

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

RENUNCIATION OF DOWER

I, Camille L. Byars, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Pat B. Berry, the wife of the within named W. Ray Berry, 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 American Bank & Trust, its successors and 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 12th day of October, A.D. 1971.

Pat B. Berry
Pat B. Berry

Camille L. Byars (L.S.)
Notary Public for South Carolina
My Commission Expires: 6-11-81

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STATE OF SOUTH CAROLINA)
)
COUNTY OF)

RENUNCIATION OF DOWER

I, Emma Lee Oyler, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Vivian F. Frazier, the wife of the within named W. H. Frazier, 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 American Bank & Trust, its successors and 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 12th day of October, A.D. 1971.

Vivian F. Frazier
VIVIAN F. FRAZIER

Emma Lee Oyler (L.S.)
Notary Public for South Carolina
My Commission Expires: 4/26/79

Recorded this 26th day of October A.D., 1971 at 1:55 P.M.
CHARLES R. BHEALY, C. C. C. P. & G. S.

FILED

Oct 20 10 58 PM '75

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

ASSIGNMENT

LEXINGTON COUNTY

THIS ASSIGNMENT made as of September 20, 1974, by the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of American Bank & Trust, ("Assignor") to the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under the laws of the United States, ("Assignee").

WITNESSETH:

WHEREAS, the mortgages more particularly described below had previously been given, assigned or otherwise transferred to American Bank & Trust, a South Carolina banking corporation (AB&T) and were held and owned by AB&T on September 20, 1974;

WHEREAS, pursuant to Section 8-273, South Carolina Code of Laws, 1962, as amended, AB&T was closed by order of the State Board of Bank Control on September 20, 1974, and placed into receivership with the Federal Deposit Insurance Corporation as Receiver, and by virtue of Section 8-274 of said Code, the possession and title to all the assets, business and property of AB&T, including the mortgages more particularly described below, passed to and vested in Assignor;

WHEREAS, upon an Order of theCourt of Common Pleas for Charleston County dated September 20, 1974, and filed in Case No. 74-CP-10-952, the Assignor sold to the Assignee for valuable consideration part of the assets of AB&T, including the mortgages more particularly described below;

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) in hand paid by the Assignee to the Assignor, and other valuable consideration, the Assignor hereby transfers, sets over and assigns unto the Assignee the following mortgages:

Mortgage dated January 25, 19 73, made by Boyd Joyner to American Bank & Trust and recorded January 31, 1973, at Book 23-D, page 520, in the office of Clerk of Court for Lexington County.

Mortgage dated August 28, 19 72, made by Arceneaux Builders, Inc. to American Bank & Trust and recorded August 29, 19 72, at Book 22-J, page 534, in the office of Clerk of Court for Lexington County.

Mortgage dated May 2, 19 73, made by Ellis Wally & Flora D. Arceneaux to American Bank & Trust and recorded May 8, 1973, at Book 23-S, page 161, in the office of Clerk of Court for Lexington County.

Mortgage dated October 24, 19 72, made by B L Construction Company, Inc. to American Bank & Trust and recorded October 24, 1972, at Book 22-R, page 257, in the office of Clerk of Court for Lexington County.

Mortgage dated October 5, 19 73, made by Bernard O. Jr. & Betty B. Bourne to American Bank and Trust and recorded October 8, 1973, at Book 24-O, page 507, in the office of Clerk of Court for Lexington County.

Mortgage dated February 9, 1973, made by Ruth Brown to American Bank & Trust and recorded February 9, 1973, at Book 23-F, page 57, in the office of Clerk of Court for Lexington County.

Mortgage dated October 26, 1968, made by Cambridge Construction Co., Inc. to Frank P. Wilbourne and recorded November 6, 1968, at Book 17-J, page 457, in the office of Clerk of Court for Lexington County.

Mortgage dated January 25, 1973, made by Mike Campbell to American Bank & Trust and recorded January 29, 1973, at Book 23-D, page 278, in the office of Clerk of Court for Lexington County.

Mortgage dated April 19, 1974, made by Stephen H. Cox to American Bank & Trust and recorded April 22, 1974, at Book 25-K, page 542, in the office of Clerk of Court for Lexington County.

Mortgage dated April 16, 1974, made by Stephen H. Cox to American Bank & Trust and recorded April 17, 1974, at Book 25-K, page 199, in the office of Clerk of Court for Lexington County.

Mortgage dated May 3, 1973, made by David S. Davis to American Bank & Trust and recorded May 7, 1973, at Book 23-S, page 72, in the office of Clerk of Court for Lexington County.

Mortgage dated March 16, 1972, made by David S. Davis to American Bank & Trust and recorded March 16, 1972, at Book 21-O, page 451, in the office of Clerk of Court for Lexington County.

Mortgage dated January 25, 1973, made by F. Darrell Davis to American Bank & Trust and recorded January 31, 1973, at Book 23-D, page 523, in the office of Clerk of Court for Lexington County.

Mortgage dated March 11, 1974, made by Charlie L. Dickson a/k/a Charlie LeOrand Dickson to American Bank & Trust and recorded March 13, 1974, at Book 25-F, page 499, in the office of Clerk of Court for Lexington County.

Mortgage dated January 18, 1973, made by Wilford Franklin Douglass, Jr. to American Bank & Trust and recorded January 23, 1973, at Book 23-C, page 383, in the office of Clerk of Court for Lexington County.

Mortgage dated October 12, 1971, made by W. H. Frazier & W. Ray Berry to American Bank & Trust and recorded October 26, 1971, at Book 20-Z, page 134, in the office of Clerk of Court for Lexington County.

Mortgage dated _____, 19__, made by _____ to _____ and recorded _____, 19__, at Book _____, page ____, in the office of _____ for _____ County.

Mortgage dated _____, 19__, made by _____ to _____ and recorded _____, 19__, at Book _____, page ____, in the office of _____ for _____ County.

Mortgage dated _____, 19__, made by _____ to _____ and recorded _____, 19__, at Book _____, page ____, in the office of _____ for _____ County.

Mortgage dated _____, 19__, made by _____ to _____ and recorded _____, 19__, at Book _____, page ____, in the office of _____ for _____ County.

TOGETHER with the bond(s) or note(s) or obligation(s) described in said mortgages, and the monies due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

This assignment is made without recourse to and without covenant or warranties, express or implied, by the Assignor in any case or event, or for any purpose whatsoever.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment on the 18 day of August, 1975.

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver of American Bank & Trust

WITNESS:

Ruth V Propes
Ruth V. Propes

George R. Davis
George R. Davis

By: _____
David C. Stickerod
Assistant Chief
Division of Liquidation

DISTRICT OF COLUMBIA)
WASHINGTON, D. C.)

PERSONALLY APPEARED before me Ruth V. Propes who, being duly sworn, deposes and says that (s)he saw the within-named Federal Deposit Insurance Corporation, as Receiver of American Bank & Trust, by David C. Stickerod, its Assistant Chief, Division of Liquidation, sign, seal and deliver, as Receiver of American Bank & Trust, the within-written Assignment, and that (s)he with George R. Davis witnessed the execution thereof.

SWORN to before me this 18th day of August, 1975.

Davis M. Akelen (L.S.)
Notary Public

My Commission expires: July 14, 1980

Ruth V Propes
Ruth V. Propes

Recorded this 28 day of October A.D. 1975 at 10:58 A.M.
EVELYN FAYE KYZER, R.M.C.

Federal Deposit Insurance Corporation
P. O. BOX 11510, CAPITOL STATION
COLUMBIA, SOUTH CAROLINA 29211

Instrument: 2005017136 Book/Page: R 10027 : 185 DateTime: 04/05/2005 09:06:55:653 Document: 01

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

MORTGAGE OF REAL ESTATE

2005017136 FILED, RECORDED, INDEXED
04/05/2005 09:06:55:653
Rec Fee:$11.00 Ct Fee:$0.00
Co Fee:$8.00 Pages:5
Lexington County ROD Debra M. Gunter
MORTGAGE Bk:Pg 10027:185

THIS MORTGAGE is dated MARCH 15, 2005

THIS MORTGAGOR(S) as referred to in this Mortgage is (are) Grady W. Query and O. Grady Query

THE MORTGAGEE, First Citizens Bank and Trust Company, Inc., will be referred to herein as "Lender." Lender's address is CENTRAL LOAN OPERATIONS, PO BOX 29, COLUMBIA, SC 29202-0029

WHEREAS, Borrower(s) ISLAND CATAMARANS SALES LLC is indebted to Lender in the principal amount of $ 319,954.88 pursuant to the note, note agreement, loan agreement or revolving loan agreement (hereinafter referred to as the "Note") dated MARCH 15, 2005

The Note includes all documents renewing, extending, or modifying it and/or evidencing future advances. The Note has a final maturity of JULY 1, 2012.

The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13, shall at no time be more than double the principal amount of the Note or $ 319,954.88, whichever is greater, plus interest, reasonable attorney's fees and court costs incurred in collection of amounts due hereunder and expenditures by Lender under Paragraph 5 below. Interest under the Note will be deferred, accrued, or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure the Lender the repayment of the following amounts, with interest: (A) the indebtedness evidenced by the Note; (B) any Future Advances made under paragraph 13 below; (C) expenditures by Lender under paragraph 5 below; and (D) attorney's fees, court costs and other amounts which may be due under the Note and the Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledged receiving, Mortgagor does hereby mortgage, grant and convey to Lender, its successors and assigns the following described property (hereinafter sometimes referred to as the "Property").

See attached legal description

Together with all singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements, now or hereafter situated thereon; and all fixtures (including, but not limited to, appliances, additions, improvements, and all items and material attached to or used in connection with the described Property) now or hereafter attached thereto; all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, and powers, and all estates, rights, titles, interests, privileges, liberties, and tenements, whatsoever and in any way belonging, relating or appertaining to any of the property herein above described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgements, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property or to any rights, appurtenant thereto, and all proceeds of any sales or other dispositions of the property or any part thereof (collectively hereafter referred to as the "Property"; and all of the same being deemed part of the Property and included in the reference thereto).

Debra M.Gunter
Lexington County Register of Deeds

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TO HAVE AND TO HOLD all and singular the Property unto the Lender and the successors and assigns of Lender forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided in paragraph 16 and otherwise herein. Mortgagor covenants to warrant and forever defend all and singular the Property unto Lender and the successors or assigns of Lender from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDEDALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Lender, that if Mortgagor pays or causes to be paid to Lender the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Lender as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage, Mortgagor assigns to Lender all rents and profits arising from the Property; provided, however, that so long as no Default as hereinafter defined has occurred, Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Lender therefor.

2. Care of Property. Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Lender. Lender shall be entitled to specific performance of the provisions of this paragraph.

3. Insurance. (A) Mortgagor shall at its sole expense obtain for, deliver to, and maintain for the benefit of Lender, during the life of the Mortgage, insurance policies in such amounts as Lender may require, in no event less than the full insurable value, insuring the Property against fire, extended coverage and such other insurable hazards, casualties and contingencies as Lender may require including flood damage, and shall pay promptly, when due, any premiums on such insurance policies and on any renewals thereof. The form of such policies, the companies issuing them and the coverages provided shall be acceptable to Lender and shall contain a noncontributory mortgage endorsement making losses payable to Lender. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to Lender shall be delivered to Lender. Mortgagor shall deliver to Lender receipts evidencing the payment of all premiums of such insurance policies and renewals. In the event of loss, Mortgagor will give written notice to Lender, and Lender may make proof of loss if not made promptly by Mortgagor. In the event of foreclosure of this Mortgage or any other transfer of title to the Property in extinguishment of the indebtedness and other sums secured hereby, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the grantee. Upon the failure of Mortgagor to obtain and maintain insurance satisfactory to Lender, Lender may at its own discretion procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in such amount as Lender, acting in its sole discretion, may determine; all without prejudice to its right to foreclose hereunder should Mortgagor fail to refuse to keep said premises so insured.

(B) Mortgagor hereby assigns to Lender all proceeds from any insurance policies, and Lender is hereby authorized and empowered in its reasonable discretion, to adjust or compromise any loss under any insurance policies on the Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender alone, and not to Mortgagor and Lender jointly. After deducting such insurance proceeds any expenses incurred by Lender in the collection or handling of such funds, Lender, acting in its sole discretion, may: apply the net proceeds (1) to the payment of any sum secured by this Mortgage in such order as Lender may determine; or (2) to the replacement, repair, or restoration of the portion of the Property damaged or destroyed in a manner determined by Lender; or may release said net proceeds to the Mortgagor upon such conditions as Lender shall determine; or may apply said net proceeds for any combination of the foregoing; all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. If Lender elects to restore the improvements, any balance of such monies after restoration shall either be applied toward the reduction of indebtedness and any other sums secured hereby or shall be paid to Mortgagor. Lender shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(C) Mortgagor shall at its sole expense obtain for, deliver to, and maintain for the benefit of Lender, during the life of this Mortgage, liability insurance policies relating to the Property, in such amounts, with such companies and in such form as may be reasonably required by Lender. Lender may require such policies to contain an endorsement, in form satisfactory to Lender, naming Lender as an additional insured thereunder. Mortgagor shall pay promptly, when due, any premiums on such insurance policies and renewals thereof.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Lender proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Lender appropriate security for payment of the same together with any applicable interest and penalties, should the same be determined due and owing.

5. Expenditures by Lender. If Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in the Mortgage, Lender may, but shall not be obligated to, pay for the same, and any such payment by Lender will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Note. Payments made for taxes by Lender shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor will pay to the Lender in cash on demand an amount equal to any payment made by Lender pursuant to this paragraph plus interest thereon as herein provided.

6. Condemnation. Lender shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Lender the right to collect and receive any payment or award to which mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to the power of eminent domain of any portion of the Property. Any such payment or award received by Lender may, at the option of Lender, (1) be applied by Lender to payment of any sums secured by this Mortgage in such order as Lender may determine or (2) be applied in a manner determined by Lender to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (3) be released to Mortgagor upon such conditions as Lender may determine or (4) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. Due on sale or Transfer of Property. At the option of the Lender, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Lender, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever (to include a Sales Contract) other than by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Lender to any transfer of title to the mortgaged premises, the Lender at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and/or the Note secured hereby.

8. Default. The occurrence of any of the following events shall be deemed a Default under this Mortgage:

(A) any default by Mortgagor as described in the Note;

(B) failure of Mortgagor to pay any other sum secured by this Mortgage when due;

(C) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgagor and Lender with respect to the indebtedness hereby secured within ten (10) days following the giving of notice by Lender to Mortgagor to observe or perform the same.

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9. Remedies. Upon the occurrence of a Default as hereinabove defined, Lender may, without notice to Mortgagor unless otherwise required by laws, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure Lender shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Lender in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Lender simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

10. Appointment of Receiver. Upon the occurrence of a Default as hereinabove defined Lender shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation of liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this paragraph. If the rents of the Property are not sufficient to meet the cost of taking control and managing the Property and collecting the rents, Lender, at its sole option, may advance funds to meet the costs. Any funds expended by Lender for such purposes shall become indebtedness of Mortgagor to Lender secured by this Mortgage. Unless Lender and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note. The entering upon and taking and maintaining of control of the Property by Lender or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender hereunder.

11. Waiver by Lender. Lender may, in its sole discretion, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Lender of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

12. Costs of Appraisals. Mortgagor shall pay any and all costs of providing to Lender, as it may request from time to time, a current appraisal of the market value of the property prepared by an appraiser acceptable to Lender, in its sole discretion. If Mortgagor fails to pay such costs, Lender may advance the cost on the Mortgagor's behalf and add the amount of such advance to the principal under the Note, which shall bear interest at the rate as provided in the Note, and shall be due and payable on demand. Mortgagor's failure to pay the cost of any such appraisal, plus all accrued interest, in full, within ten (10) days of the date of such demand shall constitute an event of default entitling the Lender to accelerate the maturity of all debts secured by the Mortgage, as allowed by law.

13. Future Advances. Lender, at its option, may make Future Advances to Mortgagor. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Note, shall be secured by this Mortgage when evidenced by the Note or by any other note stating that it is secured by this Mortgage or when advanced under the terms of this Mortgage. Lender may make but is not obligated to make such Future Advances (A) at the request of the Mortgagor, whether or not there is an obligation to make Future Advances; (B) pursuant to an advance of funds under Paragraph 10 above; or (C) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property.

14. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party is known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

15. Miscellaneous.

(A) The agreements herein shall bind and inure to the benefit of the Mortgagor, Lender and their respective heirs, successors and assign

(B) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Lender shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.

(C) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

(D) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.

(E) Lender may make or cause to be made reasonable entries upon and inspections of the Property upon giving Mortgagor prior notice.

(F) All covenants of Mortgage shall be joint and several.

(G) This Mortgage shall be governed by, construed and enforced in accordance with the laws of South Carolina.

(H) If this is not a first Mortgage, Mortgagor has provided Lender with an attorney's opinion letter (or title insurance) setting out in detail any and all prior Mortgages or liens including the date of the existing mortgage liens and the original amounts.

(I) If the Mortgagor is not obligated on the debt which this Mortgage secures, then the Mortgagor acknowledges that Note was made in consideration for this transaction and the owner of the Property agrees to be bound by all terms and conditions of the Note and the Mortgage.

16. Mortgagor agrees to indemnify, defend and save Lender and its successors and assigns harmless from and against all claims, actions, administrative proceedings, fines, costs, liabilities, attorney's fees and costs or the like that arise directly or indirectly from the presence or release of hazardous materials, substances, waste or other environmentally regulated substances on the Property. The Mortgagor shall also indemnify and hold the Lender harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgements and expenses (including attorneys, consultants or expert's fees and expenses) of any kind and nature suffered by or asserted against either Lender or Mortgagor as a direct or indirect result of any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination, removal, or transfer of any hazardous material, substances, waste or other environmentally regulated substances. The Mortgagor's obligations hereunder to the Lender shall not be limited to any extent by the term of the Note, and as to any act or occurrence prior to payment in full and satisfaction of the note which gives rise to the liability hereunder, shall continue to survive and remain in full force and effect not withstanding payment in full and satisfaction of the Note and Mortgage, or foreclosure under the Mortgage, or delivery of a deed in lieu of foreclosure. A default hereundor may, at the option of the Lendor, be treated as a default under the documents evidencing and securing the loans. Hazardous materials, substances, waste or other environmentally regulated substances as those terms are used herein shall have the meanings specified in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), as amended, the Resource Conservation Recovery Act, as amended, the Clean Air Act, the Clean Water Act, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree as may now or at any time hereafter be in effect.

17. Environmental Assessment Costs. The Mortgagor shall pay the cost of providing to Lender, at Lender's request, a current environmental site assessment, audit, or survey ("Assessment") of the Property, which Assessment shall be prepared by a person or company acceptable to Lender, in Lender's sole discretion. If Mortgagor fails to pay the costs of the Assessment, Lender may pay such cost and the same shall constitute an advance under the Note and be secured by the Property, and shall be due and payable on demand. Mortgagor's failure to pay such amount with all accrued interests in full within ten (10) days of date of such demand shall constitute an event of default and entitle Lender to accelerate the maturity of any and all debts secured by the property, as allowed by law.

Form 245C-JFL (3/04)

Debra M.Gunter

Lexington County Register of Deeds

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State of South Carolina
County of _____

To
First Citizens Bank and Trust Company, Inc.

Mortgage of Real Estate

Filed at _____ o'clock ____ M.
this _____ day of _____, _____
and recorded in Mortgage Book _____
Page _____
R.M.C. or Clerk of Court C.P. & G.S.
County, S.C.

18. **Waiver by Mortgagor.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.**

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

Signed, sealed and delivered
in the presence of:

Tracy O'Brien
Lucille Brunde

Mortgagor
Grady W. Query
O. Grady Query

Debra M. Gunter

Lexington County Register of Deeds

STATE OF SOUTH CAROLINA } **Probate**
County of }

Before me, the undersigned Notary Public, personally appeared the undersigned witness who, being duly sworn, deposed and said that (s)he saw Grady W. Query & O. Grady Query sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness witnessed the execution thereof.

SWORN to and subscribed
before me this 1st day
of April 2005.

Lucille Brunde (SEAL)
Notary Public for South Carolina

Tracy O'Brien

My commission expires: 2-5-07

Form 248D.JFL (3/04)

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EXHIBIT A

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being on the western side of Highway 321, approximately one-half (½) mile northeast of the Town of Gaston, in the County of Lexington, State of South Carolina, containing 11.2 acres and being a portion of the premises shown and delineated on a plat of the Estate of J.L. Amond, prepared by John K. Davis, Registered Surveyor, on 09/28/68 and thereafter recorded in the Office of the ROD for Lexington County in Plat Book 97-G, page 112, said property having the following boundaries and measurements to wit: bounded on the north from a 4.0 ace tract which was cut from the original 15.2 acre tract whereon it fronts a distance of 553.9 feet and by the property now or formerly of Mrs. Clara Read as shown on said plat, whereon it measures for a distance of 834.7 feet more or less; bounded on the west by lands now or formerly of M. Clara Read, as shown on said plat, whereon it measures a distance of 509 feet and the south by lands now or formerly of Mrs. Clara Read as shown on said plat, whereon it measures a distance of 914 feet and on the east by Right of Way of U.S. Highway 321 whereon it fronts for a distance of 445 feet, with the building thereon erected, and known as _____, in the City of Gaston, South Carolina. Be all measurements a little more or less.

This being the same property conveyed to the mortgagor by deed of Chemical Equipment Sales & Service Company, Inc., dated October 24, 1989 and recorded on November 2, 1989 in the Office of the ROD for Lexington County in Deed Book 1458, page 172.

TMS# 010100-02-017

Debra M.Gunter

Lexington County Register of Deeds

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Document Cover Sheet

For multiple or single document submissions,
please use 1 cover sheet per document.

Subject Property Description:

11.2 acres Highway 321, Gaston, SC

Document:

Restrictions and Easements

Escrow #: Title Only

Loan #:

MLS#:

Buyer/Borrower: Ladislao Castrejon

Selling Agent/Loan Officer:

Broker/Company Name:

Seller: Grady W Query

Listing Agent:

Broker/Company Name:

Closer:

Closer Company Name:

Lender:

Lender Company Name:

Barcode:

154

419

INDENTURE, made this 3RD day of AUGUST, 1966, by and between J.L. & BESS M. AMOND

of the _____ of _____ County of LEXINGTON and State of South Carolina (hereinafter called Grantors), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land, situate in the County of LEXINGTON, State of South Carolina, which said land abuts on the street or highway known as HWY #321 and is bounded Northerly by lands of SPIRES Easterly by lands of HWY #321 Southerly by lands of REED Westerly by lands of REED hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of any or all of the following: poles, conductors, overhead and underground lightning protective wires, private communication wires, underground cables, transformer pads, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: RIGHT OF WAY ENTERS GRANTOR'S LAND FROM THE LAND OF SPIRES AND CONTINUES ALONG AND PARALLEL TO HWY #321 TO THE LAND OF REED.

2ND

[illegible] TY TEE

[illegible]

MARJORIE [illegible]

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tleavers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within TWELVE (12') feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

J. Mason D. Scates

D. W. Wessinger

J. L. Amond (SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-4-S.C.-2-66

420

State of South Carolina, } ss.

County of Lexington

Personally appeared before me Wildon D. Waites and made oath that he saw the within named J. L. Assond sign, seal and as his act and deed deliver the within right of way for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 3rd day of August A. D., 1966.

H. D. Wessinger
Notary Public for S. C.

Wildon D. Waites

STATE OF SOUTH CAROLINA, } County.

Personally appeared before me and made oath that saw the within named sign, affix the by the hand of corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this } day of A. D., 19 (L. S.)

Notary Public for S. C.

State of South Carolina, } ss.

Recorded this 30th day of August A.D., 19 66 at 1:31 P.M.
CHARLES H. BUCKY, C. C. C. P. & G. S.

County of

I, do hereby certify unto all whom it may concern that the wife of the within named 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 her heirs and 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 } day of A. D., 19

Notary Public for S. C.

Line: Wildon D. Waites
County: Lexington

RIGHT OF WAY GRANT

TO

South Carolina Electric & Gas Company

Dated: , 19

Received in the Clerk's Office of the County of Lexington
South Carolina, on the 30th day of August A. D. 1966
at 1:31 o'clock in the After noon
and recorded in Book 15-E of Deeds
for said County on Page 419

PROFESSIONAL TITLE SERVICES, INC.
TITLE REPORT

FILE NO.: 20081132

PRELIMINARY REPORT - PURCHASERS TO BE CHECKED IN THE A.M.

2903 Millwood Avenue
Columbia, South Carolina 29205
(803) 254-2695
FAX: (803) 799-0658

DATE OF REPORT: 8/21/2008

PREPARED FOR: Samuel H. Jefcoat, Attorney at Law, LLC

YOUR REFERENCE NUMBER:

OWNER OF RECORD: Grady W. Query and O. Grady Query

PURCHASER: Ladislao Castrejon and Jesus Brito

PROPERTY Highway 321
11.2 Acres, Plat 97-G/112

DERIVATION (Chain of Title Attached):

To: Grady W. Query and O. Grady Query
From: Chemical Equipment Sales & Service Company, Inc.
Date: 10/24/89 Recorded: 11/02/89
Book: 1458 Page: 172

MORTGAGES:

To: American Bank & Trust
From: Dura-Cote Company, Inc.
Date: 10/12/71 Recorded: 10/26/71
Book: 20Z Page: 134

Assigned to: Federal Deposit Insurance Corporation, 103/273, R: 10/28/75

To: First Citizens Bank and Trust Company, Inc.
From: Grady W. Query and O. Grady Query (Island Catamarans Sales LLC)
Date: 03/15/05 Recorded: 04/05/05
Book: RB10027 Page: 185
Securing: $319,954.88

TAXES:
TMS# 010100-02-017 FOR 11.20 ASSESSMENT: 15,410 @ 6% SOLID WASTE: 116.70 DISTRICT # 4 MILLS: 409.193 NOTICE # 2007-130687-109 COUNTY TAXES 2007 IN THE AMOUNT OF: $5,036.24 PAID 04/16/08 RETURNED IN THE NAME OF: Query, Grady W & O Grady

TAXES PAST DUE: NONE

JUDGMENTS: NONE

PROFESSIONAL TITLE SERVICES, INC.
TITLE REPORT

FILE NO.: 20081132

FEDERAL TAX LIENS: NONE

STATE TAX LIENS: NONE

LIS PENDENS: NONE

MECHANICS LIENS: NONE

OTHER LIENS: NONE

OTHER INSTRUMENTS: NONE

RESTRICTIONS: None during this period

EASEMENTS: 15H/419, To: SCE&G, R: 08/30/66

The records of Lexington County, South Carolina, were checked for period beginning January 9, 1956 to August 8, 2008, 9:00 A.M.

Pursuant to your request and instructions, PROFESSIONAL TITLE SERVICES, INC. does hereby report that the present status of the record title to the property described herein, as limited by the instructions received, is, as shown on the above TITLE REPORT.

This TITLE REPORT is prepared at the request and under the direction of the attorney/law firm noted herein pursuant to specific instructions from such attorney/law firm and under their specific direction as to the manner in which the search of the relevant records was performed and the material reported herein is solely for the use of the named attorney. The resultant report should, therefore, not be considered as an opinion on title or as to any other matter. PROFESSIONAL TITLE SERVICES, INC. has reported the matters requested in the manner requested for the purpose of the determination by the recipient as to the legal state of the title involved. As a result, the use of this report or the material contained herein by any other party is strictly prohibited. This TITLE REPORT is the property and work product of the named attorney and for his/her sole use.

The rights and liabilities of the parties involved in this report are subject to and limited by the agreements of the parties under which the search was conducted.

SureClose

Document Cover Sheet

For multiple or single document submissions,
please use 1 cover sheet per document.

Subject Property Description:

11.2 acres Highway 321, Gaston, SC

Document:

Chain of Title Documents

Escrow #: Title Only

Loan #:

MLS#:

Buyer/Borrower: Ladislao Castrejon

Selling Agent/Loan Officer:

Broker/Company Name:

Seller: Grady W Query

Listing Agent:

Broker/Company Name:

Closer:

Closer Company Name:

Lender:

Lender Company Name:

Barcode:

TITLE TO REAL ESTATE — Form 14
The R. L. Byrum Company, Columbia, S. C.

101.20 184.00

BOOK 515 PAGE 107

FILED
MAY 4 2 52 PM '82
JOANNE B. TRIBBLE
RMC
LEXINGTON COUNTY

State of South Carolina,

COUNTY OF LEXINGTON

AFFIDAVIT

Known All Men by These Presents, That I, J. Roy Berry,

LEXINGTON COUNTY
DOCUMENTARY TAX
PAID $ 101.20
MARJORIE H. SHARPE
Treasurer

0-31435

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
MAY-4'82
P.O. 11216
184.00

in the State aforesaid, for and in consideration of the sum of Five ($5.00) Dollars and other valuable consideration to me paid by Chemical and Equipment Sales & Service Co., Inc., d/b/a CESSCO, INC. in the State aforesaid, receipt of which is hereby acknowledged have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

CHEMICAL AND EQUIPMENT SALES & SERVICE CO., INC., D/B/A CESSCO, INC.

All that certain piece, parcel or lot of land situate, lying and being on the western side of Highway 321 approximately one-half (1/2) mile Northeast of the Town of Gaston in the County of Lexington, State of South Carolina, containing eleven and two-tenths (11.2) acres and being a portion of the premises shown and delineated on a plat of the Estate of J. L. Amond, prepared by John K. Davis, Registered Surveyor, on September 28, 1968, and thereafter recorded in the office of the Clerk of Court for Lexington in Plat Book 97 G at page 112, said property having the following boundaries and measurements, to wit: Bounded on the north by a four-acre tract which was cut from the original fiftsen and two-tenths (15.2) acre tract whereon it fronts for a distance of five hundred fifty-three and nine-tenths (553.9) feet and by the property now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of eight hundred thirty-four and seven-tenths (834.7) feet more or less; bounded on the west by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of five hundred nine (509) feet and the south by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of nine hundred fourteen (914) feet and on the east by the right-of-way of U. S. Highway 321 whereon it fronts for a distance of four hundred forty-five (445) feet.

Subject to all reservations, restrictions, easements and conditions of record.

Being the same premises heretofore conveyed to the within Grantor by deed of Edward R. Bass, dated November 7, 1980, and recorded in the office of the Register of Mesne Conveyance for Lexington County in Deed Book 434, page 331 and deed from W. Ray Berry, to the within Grantor dated October 26, 1978 and recorded on November 20, 1978, in the office of the Register of Mesne Conveyance for Lexington County in Deed Book 304, page 163.

TMS# 10100-2-17

Grantee's Address: Gaston, South Carolina

BOOK 515 PAGE 107

The Grantor, by the acceptance of the conveyance, expressly assumes the payment of that certain mortgage with note thereby secured from W. Ray Berry and W. H. Frazier to Lexington County Savings and Loan Association, dated April 20, 1971, and recorded April 27, 1971, in the Register of Mesne Conveyance Office for Lexington County in Mortgage Book 20-D at Page 548.

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

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

Chemical and Equipment Sales & Service Company, Inc., d/b/a CESSCO, INC., its

Successors ~~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

Chemical and Equipment Sales & Service Company, Inc., d/b/a CESSCO, Inc., its

Successors ~~Heirs~~ and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my *Hand and Seal this* 1st ~~XXXX~~ *day of* April *in the year of our Lord one thousand nine hundred and* eighty two *and in the* two *hundred and* sixth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Nancy C. Lawson
William T. Hawley

W. Ray Berry (SEAL)
(SEAL)

STATE OF SOUTH CAROLINA,
LEXINGTON COUNTY.

PERSONALLY appeared before me the undersigned, William P. Keesley, and made oath that he saw the within-named J. Roy Berry sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that he, with Nancy C. Turner witnessed the execution thereof.

SWORN to before me this ~~XXX~~ 1st. day of April, 19 82

Nancy C. Turner (L.S.)
Notary Public of S. C.
My Commission Expires: 1/26/89

William P. Keesley

STATE OF SOUTH CAROLINA,
LEXINGTON COUNTY.

RENUNCIATION OF DOWER

I, Nancy C. Turner, Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Jeanette Berry the wife of the within-named J. Roy Berry 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 Chemical and Equipment Sales & Service Company, Inc., d/b/a CESSCO, Inc., its Successors ~~Heirs~~ and 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 ~~XXX~~ 1st. day of April Anno Domini 19 82

Nancy C. Turner (L.S.)
Notary Public of S. C.
My Commission Expires: 1/26/89

Jeanette G. Berry
Jeanette G. Berry

BOOK 515 PAGE 110

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

AFFIDAVIT

EDWARD R. BASS
Grantor(s),

to

CHEMICAL AND EQUIPMENT SALES & SERVICE CO.
Grantee(s).

Dated 1 day of April 1985.

True Consideration $92,000
and assumption of balance of $19,000 on mortgage.

Recorded Mortgage Book 20-D, at page 548.

The undersigned affiant, being duly sworn, says: That (s)he is familiar with the above captioned deed in which there is recited a nominal consideration and that the true consideration is as above shown.

SWORN to before me this 10 day of April, 1985.

(L.S.)
Notary Public for South Carolina

My Commission Expires: 5-18-89

Recorded this 4th day of May A.D., 1985 at 3:52 pm
JOANNE B. TRIBBLE, R. M. C.

BOOK 515 PAGE 110

11-18-80

TITLE TO REAL ESTATE. Form 11

The R. L. Bryan Company, Columbia, S. C.

BOOK 434 PAGE 331

AFFIDAVIT

State of South Carolina,

COUNTY OF LEXINGTON

FILED Nov 18 10 31 AM '80 EVELYN FAYE KYZER R.M.C. LEXINGTON COUNTY

LEXINGTON COUNTY DOCUMENTARY TAX PAID $ 14.30 MARJORIE H. SHARPE Treasurer

Know All Men by These Presents, That I, Edward R. Bass,

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX NOV 18 '80 P.B. 11215 26.00

025923

GRANTEES ADDRESS: Lee St., Johnston, S.C.

in the State aforesaid, for and in consideration of the sum of Five Dollars and other valuable consideration to me paid by J. Roy Berry in the State aforesaid, receipt of which is hereby acknowledged have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

J. ROY BERRY

A one- half (1/2) undivided interest in and to:

All that certain piece, parcel or lot of land situate, lying and being on the western side of Highway 321 approximately one-half (1/2) mile Northeast of the Town of Gaston in the County of Lexington, State of South Carolina, containing eleven and two-tenths (11.2) acres and being a portion of the premises shown and delineated on a plat of the Estate of J. L. Amond, prepared by John K. Davis, Registered Surveyor, on September 28, 1968, and thereafter recorded in the office of the Clerk of Court for Lexington in Plat Book 97 G at page 112, said property having the following boundaries and measurements, to wit: Bounded on the north by a four-acre tract which was cut from the original fifteen and two-tenths (15.2) acre tract whereon it fronts for a distance of five hundred fifty-three and nine-tenths (553.9) feet and by the property now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of eight hundred thirty-four and seven-tenths (834.7) feet more or less; bounded on the west by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of five hundred nine (509) feet and the south by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of nine hundred fourteen (914) feet and on the east by the right-of-way of U. S. Highway 321 whereon it fronts for a distance of four hundred forty-five (445) feet.

Subject, nevertheless, to all of the provisions of the said Declaration and Master Deed, Exhibits, By-Laws, Rules and Regulations, and to all other reservations, restrictions, easements and conditions of record.

Being the same premises heretofore conveyed to the within Grantor by deed of W. H. Frazier, dated June 21, 1973, and recorded June 27, 1973, in the office of the Register of Mesne Conveyance for Lexington County in Deed Book 23 I, page 350.

Castrejon 94
ROA 368

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

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

J. Roy Berry, 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. Roy Berry, his

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my *Hand and Seal this* seventh *day of* November *in the year of our Lord one thousand nine hundred and* eighty two *and in the one hundred and* fifth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Pat B. Berry

Edward R. Bass (SEAL)

(SEAL)

BOOK 434 PAGE 333

STATE OF SOUTH CAROLINA,
LEXINGTON COUNTY.

PERSONALLY appeared before me PAT B. BERRY and made oath that SHE saw the within-named EDWARD R. BASS sign, seal and, as HIS act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with W. RAY BERRY witnessed the execution thereof.

SWORN to before me this 9TH day of NOVEMBER, 1980

(L.S.)
Notary Public of S. C.
My Commission Expires: Dec 4, 1989

Pat B. Berry

STATE OF SOUTH CAROLINA,
LEXINGTON COUNTY.

RENUNCIATION OF DOWER

I, W. RAY BERRY A NOTARY PUBLIC FOR SOUTH CAROLINA, do hereby certify unto all whom it may concern, that Mrs. MILDRED H. BASS the wife of the within-named EDWARD R BASS 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 W. ROY BERRY, HIS

heirs and 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 9TH day of NOVEMBER Anno Domini 1980

(L.S.)
Notary Public of S. C.
My Commission Expires: Dec 4, 1989

Mildred H. Bass

Recorded this 18th day of November A.D., 1980 at 10:31am
EVELYN FAYE KYZER, R.M.C.

BOOK 434 PAGE 333

11-20-78

TITLE TO REAL ESTATE — Form 16
The R. L. Bryan Company, Columbia, S. C.

BOOK 304 PAGE 163

State of South Carolina,

COUNTY OF LEXINGTON

AFFIDAVIT

Know All Men by These Presents, That I, W. Ray Berry

NOV 20 4 03 PM '78 — LEXINGTON COUNTY

LEXINGTON COUNTY DOCUMENTARY TAX PAID $5.50 MARJORIE R. SHARPE Treasurer

STATE OF SOUTH CAROLINA — SOUTH CAROLINA TAX COMMISSION — DOCUMENTARY STAMP TAX — 10.00

in the State aforesaid, for and in consideration of the sum of Five ($5.00) Dollars and other valuable consideration to me paid by J. Roy Berry in the State aforesaid, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said J. ROY BERRY, his heirs and assigns,

A ONE-HALF (1/2) UNDIVIDED INTEREST IN AND TO THE FOLLOWING PROPERTY:

All that certain piece, parcel or lot of land situate, lying and being on the western side of Highway 321 approximately one-half (1/2) mile Northeast of the Town of Gaston in the County of Lexington, State of South Carolina, containing eleven and two-tenths (11.2) acres and being a portion of the premises shown and delineated on a plat of the Estate of J.L. Amond, prepared by John K. Davis, Registered Surveyor, on September 28, 1968, and thereafter recorded in the office of the Clerk of Court for Lexington County in Plat Book 97-G, at page 112, said property having the following boundaries and measurements, to wit: Bounded on the north by a four (4) acre tract which was cut from the original fifteen and two-tenths (15.2) acre tract whereon it fronts for a distance of five hundred fifty-three and nine-tenths (553.9') feet and by the property now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of eight hundred thirty-four and seven-tenths (834.7') feet more or less; bounded on the west by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of five hundred nine (509') feet and the south by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of Nine hundred fourteen (914') feet and on the east by the right-of-way of U.S. Highway #321 whereon it fronts for a distance of four hundred forty-five (445') feet.

Being a portion of the premises heretofore conveyed to the within Grantor by Deed recorded in the Office of the Clerk of Court for Lexington County in Plat Book 97-G Page 58, by Blanche H. Amond and Majorie Amond as Co-executrices of the Estate of J.L. Amond.

Grantee's Address: 402 Lee Street, Johnston, S.C.

BOOK 304 PAGE 163

The within Grantee by acceptance of this conveyance expressly assumes payment of the Grantor's portion of the indebtedness to Lexington County Savings and Loan Association which is evidenced by Mortgage recorded in Mortgage Book 20 D Page 548 recorded in the Office of the Register of Mesne Conveyance for Lexington County as well as the indebtedness originally to American Bank and Trust Company as evidenced by Mortgage recorded in the Register of Mesne Conveyance for Lexington County recorded in Mortgage Book 20Z Page 134 which is now held by Federal Deposit Insurance Corporation, by assignment recorded in Mortgage Book 103 Page 273 in the Office of the Register of Mesne Conveyance for Lexington County.

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

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

J. ROY BERRY, 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. ROY BERRY, HIS

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my *Hand and Seal this* 26th *day of* October *in the year of our Lord one thousand nine hundred and* seventy-eight *and in the* ~~one hundred and~~ 203rd *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Margie M. Murchison

Sandra C. Inetta

W. Ray Berry (SEAL)

(SEAL)

Castrejon 98

STATE OF SOUTH CAROLINA,
RICHLAND COUNTY.

PERSONALLY appeared before me Margie M. Marchant

and made oath that she saw the within-named W. Ray Berry

sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with Sandra E. Knotts witnessed the execution thereof.

SWORN to before me this 26th
day of October, *19* 78
Sandra E. Knotts (L. S.)
Notary Public of S. C.
My commission expires: 11-5-79

Margie M. Marchant

STATE OF SOUTH CAROLINA,
RICHLAND COUNTY.

RENUNCIATION OF DOWER

I, Sandra E. Knotts, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Pat B. Berry

the wife of the within-named W. Ray Berry

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. Roy Berry, his

heirs

and 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 26th
day of October
Anno Domini 1978
Sandra E. Knotts (L. S.)
Notary Public of S. C.
My commission expires: 11-5-79

Pat B. Berry

Recorded this 20th day of November A.D., 1978 at 4:08PM
EVELYN FAYE KYZER, R.M.C.

Castrejon 99
ROA 373

6-27-73

350

TITLE TO REAL ESTATE — Form 14
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF LEXINGTON,

LEXINGTON COUNTY DOCUMENTARY TAX
PAID $ 22.50
MARJORIE H. SHARPE
Treasurer

Charles [illegible] County
C. C. [illegible]
Lexington [illegible] S. C.

Know All Men by These Presents, That I, W.H. Frazier

FILED
JUN 27 3 28 PM 1973
CLERK OF COURT
LEXINGTON COUNTY
S. C.

in the State aforesaid, in consideration of the sum of 25,000.00 (Twenty Five Thousand) to me paid by Edward R. Bass in the State aforesaid, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said EDWARD R. BASS, his heirs and assigns, A ONE-HALF (1/2) UNDIVIDED INTEREST IN AND TO THE FOLLOWING PROPERTY:

All that certain piece, parcel or lot of land situate, lying and being on the western side of Highway 321 approximately one-half (1/2) mile Northeast of the Town of Gaston in the County of Lexington, State of South Carolina, containing eleven and two-tenths (11.2) acres and being a portion of the premises shown and delineated on a plat of the Estate of J.L. Amond, prepared by John K. Davis, Registered Surveyor, on September 28, 1968, and thereafter recorded in the office of the Clerk of Court for Lexington County in Plat Book 97-G, at page 112, said property having the following boundaries and measurements, to wit: Bounded on the north by a four (4) acre tract which was cut from the original fifteen and two-tenths (15.2) acre tract whereon it fronts for a distance of five hundred fifty-three and nine-tenths (553.9') feet and by the property now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of eight hundred thirty-four and seven-tenths (834.7') feet more or less; bounded on the west by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of five hundred nine (509') feet and the south by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of nine hundred fourteen (914') feet and on the east by the right-of-way of U.S. Highway #321 whereon it fronts for a distance of four hundred forty-five (445') feet, being the grantor's interest in a tract of land heretofore conveyed to the within grantor by deed of W. Ray Berry dated January 14, 1971, and recorded in the Office of the Clerk of Court for Lexington County in Deed Book 19-T, at page 245.

Castrejon 100

Grantee hereby assumes Grantor's liability under a mortgage in the original amount of $37,000.00 to Lexington County Savings & Loan Association.

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

To Have and to Hold all and singular the premises before mentioned unto the said

Edward R. Bass, 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

Edward R. Bass, his

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my *Hand and Seal this* 21 *day of* June *in the year of our Lord one thousand nine hundred and* seventy-three *and in the one hundred and* ninety-seventh *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in the Presence of

Janelle Womack
Wayne F. Rush

W. H. Tingle (Seal)

(Seal)

STATE OF SOUTH CAROLINA,
Richland COUNTY.

PERSONALLY appeared before me Janelle Womack
and made oath that she saw the within-named W.H. Frazier
sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with Wayne F. Rush witnessed the execution thereof.

SWORN to before me this 7 1
day of June, 1973
Wayne F. Rush (L. S.)
Notary Public of S. C.
My Commission expires: 12-8-80

Janelle Womack

STATE OF SOUTH CAROLINA,
Richland COUNTY.

RENUNCIATION OF DOWER

I, Wayne F. Rush, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Vivian F. Frazier,
the wife of the within-named W.H. Frazier,
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

Edward R. Bass, his

heirs and 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 7 1
day of June
Anno Domini 1973
Wayne F. Rush (L. S.)
Notary Public of S. C.
My Commission expires: 12-8-80

Vivian F. Frazier

Recorded this 27th day of June, 1973 at 2:20 pm
CHARLES R. SHEALY, C.C.C.P.&G.R.

1-25-71 AFFIDAVIT

19

245

TITLE TO REAL ESTATE Form 11
The R. L. Bryan Company, Columbia, S. C.

LEXINGTON COUNTY
DOCUMENTARY TAX
PAID $ 8.80
MARJORIE H. SHARPE
Treasurer

State of South Carolina,

COUNTY OF LEXINGTON

Know All Men by These Presents, That I, W. RAY BERRY,

in the State aforesaid, in consideration of the sum of FIVE and no/100 ($5.00) DOLLARS and other valuable consideration to me paid by W. H. PRAZIER in the State aforesaid, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said W. H. PRAZIER, his heirs and assigns,

A ONE-HALF (1/2) UNDIVIDED INTEREST IN AND TO THE FOLLOWING PROPERTY:

All that certain piece, parcel or lot of land situate, lying and being on the western side of Highway 321 approximately one-half (1/2) mile Northeast of the Town of Gaston in the County of Lexington, State of South Carolina, containing eleven and two-tenths (11.2) acres and being a portion of the premises shown and delineated on a plat of the Estate of J. L. Amond, prepared by John K. Davis, Registered Surveyor, on September 28, 1968, and thereafter recorded in the office of the Clerk of Court for Lexington County in Plat Book 97 G at page 112, said property having the following boundaries and measurements, to wit: Bounded on the north by a four-acre tract which was cut from the original fifteen and two-tenths (15.2) acre tract whereon it fronts for a distance of five hundred fifty-three and nine-tenths feet (553.9') and by the property now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of eight hundred thirty-four and seven-tenths feet (834.7') more or less; bounded on the west by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of five hundred nine feet (509') and the south by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon

it measures for a distance of nine hundred fourteen feet (914') and on the east by the right-of-way of U. S. Highway #321 whereon it fronts for a distance of four hundred forty-five feet (445'), being a portion of a tract of land heretofore conveyed to the within grantor by Deed of Blanche H. Amond and Marjorie Amond, as Co-Executrices of the Estate of J. L. Amond, dated November 22, 1968, and thereafter recorded in the Office of the Clerk of Court for Lexington County in Deed Book 17-O, at page 350.

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

To Have and to Hold all and singular the premises before mentioned unto the said

W. H. FRAZIER, his

Heirs and Assigns forever.

And I do hereby bind me and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

W. H. FRAZIER, his

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my *Hand and Seal this* 14th *day of* January *in the year of our Lord one thousand nine hundred and* seventy-one *and in the one hundred and* ninety-fifth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in the Presence of

Camilla J. Byas

Emma Lou Tyler

W. H. Frazier (Seal)

(Seal)

STATE OF SOUTH CAROLINA,
RICHLAND COUNTY.

PERSONALLY appeared before me Camille L. Byars and made oath that she saw the within-named W. RAY BERRY sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with Emma Lou Oyler witnessed the execution thereof.

SWORN to before me this 14th day of January 1971

James W. Alford (L. S.)
Notary Public of S. C.
My Commission Expires: 10/27/79

Camille L. Byars

STATE OF SOUTH CAROLINA,
RICHLAND COUNTY.

RENUNCIATION OF DOWER

I, James W. Alford, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Pat B. Berry the wife of the within-named W. Ray Berry 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 W. H. Frazier, his heirs

heirs and 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 14th day of January Anno Domini 1971

James W. Alford (L. S.)
Notary Public of S. C.
My Commission Expires: 10/27/79

Pat B. Berry

Recorded this 25th day of January 1971 9:00 A.M.

350

11-26-68

TITLE TO REAL ESTATE — Form 11
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,
COUNTY OF LEXINGTON

WHEREAS, J. L. Amond died testate on the 14th day of September, 1968, and

WHEREAS, his Will, dated February 10, 1967, was admitted to probate in common form on September 24, 1968, and Blanche H. Amond and Marjorie Amond, named in said Will as Co-Executrices, did duly qualify as Co-Executrices thereof, and

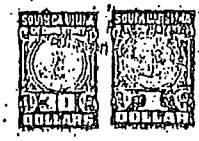
WHEREAS, the said deceased did by Paragraph 6 of said Will grant unto the Co-Executrices the right to sell any portion of the real estate owned by him on such terms and price as they agreed, and

WHEREAS, the said Co-Executrices do consider it expedient and necessary to sell the hereinafter described parcel of land, now therefore,

KNOW ALL MEN BY THESE PRESENTS, That BLANCHE H. AMOND and MARJORIE AMOND, as Co-Executrices of the Estate of J. L. AMOND,

FILED NOV 26 1 45 PM '68 CHARLES A. SHEALY CLERK OF COURT LEXINGTON, S.C.

LEXINGTON COUNTY DOCUMENTARY TAX PAID $ 17.00 MARJORIE H. SHARPE Treasurer



in consideration of the

In the State aforesaid, for and

sum of FIFTEEN THOUSAND TWO HUNDRED ($15,200.00) DOLLARS

to us paid by W. RAY BERRY

In the State aforesaid (receipt whereof is hereby acknowledged)

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

W. RAY BERRY

ALL that certain piece, parcel or lot of land situate, lying and being on the Western side of Highway 321 approximately one-half (1/2) mile northeast of the Town of Gaston, in the County of Lexington, State of South Carolina, containing 15.2 acres and being shown and delineated on a plat of the Estate of J. L. Amond prepared by John K. Davis, Registered Surveyor, on September 28, 1968, and recorded in the Office of the Clerk of Court for Lexington County in Plat Book 97-G at page 12, said property having the following boundaries and measurements, to-wit: Bounded on the North by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a total distance of 1,370.7 feet; on the East by South Carolina Highway No. 321, as shown on said plat, whereon it fronts for a distance of approximately 770'; on the South by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of 914', and on the West by lands now or formerly of Mrs. Clara Read, as shown on said plat, whereon it measures for a distance of 509'.

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

To Have and to Hold all and singular the premises before mentioned unto the said

W. Ray Berry, 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

W. Ray Berry, his

Heirs and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our *Hand* s *and Seal* s *this* 22nd *day of* November *in the year of our Lord one thousand nine hundred and* sixty-eight *and in the one hundred and* ninety-third *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in the Presence of

Linda B. Cassidy

Lewis G. Merritt, Jr.

Blanche H. Amond (Seal)
Blanche H. Amond

Marjorie Amond (Seal)
Marjorie Amond

As Co-Executrices of the Estate of J. L. Amond

STATE OF SOUTH CAROLINA,
RICHLAND County.

Personally appeared before me Linda B. Cassidy and made oath that she saw the within-named BLANCHE H. AMOND and MAJORIE AMOND as the Co-Executrices of the Estate of J. L. Amond sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that he, with Lewis G. Merritt, Jr. witnessed the execution thereof.

SWORN to before me this 22nd *day of* November, 1968

Lewis G. Merritt (L. S.)
Notary Public of S. C.
My commission expires 1/1/71

Linda B. Cassidy

STATE OF SOUTH CAROLINA,
County.

NO ___ RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern, that Mrs. the wife of the within-named 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

Recorded this 26th day of November A.D., 1968 at 1:45 P. M.
CHARLES H. SHEALY, C. C. C. P. & G. S.

820/82

180

Last Will and Testament

OF

J. L. AMOND AND BLANCHE H. AMOND

We, J. L. Amond and Blanche H. Amond, husband and wife, being fully in possession of our mental faculties, and grateful to God for his many blessings, wishing now to direct the disposition to be made of the worldly goods we shall own at the time of our death, or that of either of us, do hereby make and declare this instrument to be our joint and mutual last Will and Testament, hereby revoking all other wills or codicils by us, or either of us, at any time made.

1.

We direct our executrices or their survivor hereinafter named, to pay as soon as practicable after our death, or that of either of us, all of the just claims that are proven against our estate, or that of either of us.

2.

Upon the death of either of us it is our wish and desire and intention, and we so devise and bequeath, that all of our property and rights and interests in property, both real and personal, that we, or either of us, shall own at the time of our death shall go to the survivor of us and to Marjorie Amond, except as otherwise hereinstated, and that they shall continue to maintain and operate the homeplace so long as they are able and as they agree that it is profitable and practicable, and they shall equally divide between them any profits therefrom, and they shall jointly accept and mutually enjoy the income from any mortgages which are held by either of us at the time of our death.

3.

In the event of the failure of one of the executrices to continue the maintenance and operation of the homeplace

page 1

It is our wish and we so direct, that either of them may
perform the such maintenance and operation as stated in paragraph
two (2) hereof, and may cause to be sold all of the personal prop-
erty (excluding any mortgages thereon held, the household furniture
and furnishings of J. H. Amond, and his automobiles) and real estate,
and the net proceeds thereof shall be divided equally between
Blanche H. Amond and Marjorie Amond and Patricia Amond Gregory,
or their survivors.

In the event J. H. Amond predeceases his daughters
it is our wish and we so direct, that all of the household furni-
ture and fixtures belonging to him at the time of his death shall
go to his daughter Marjorie Amond, and that any automobiles own-
ed by him at the time shall go to his brother, Blanche H. Amond, and
that all of his tools, for whatsoever kind, shall go to his son-in-
law, Frank Gregory.

Should J. H. Amond have predeceased his wife,
Blanche H. Amond, then it is hereby declared that they have pos-
sessed and owned certain real and personal property, and they now do direct that
upon her death all of the personal and real property of whatsoe-
ever nature and wheresoever situate shall go to his two daugh-
ters, Marjorie and Patricia.

We further direct that should the executors con-
sider it necessary to sell any portion of the real
estate owned by them, they may do so upon such terms
and on such prices as they shall agree upon.

Should Blanche H. Amond and we further direct that should J.
H. Amond predecease Blanche H. Amond, his wife, and she should

remainder, that thereupon so much of our joint estate as she would otherwise have been entitled to shall go to and be equally divided between Marjorie Amond and Patricia Gregory, or their survivor.

8.

In the event we should suffer a joint disaster claiming the lives of both of us, we devise and bequeath our property, both real and personal, to the two (2) daughters of J. L. Amond, and should Patricia Gregory have predeceased us, then to her child or children in equal shares shall go the share to which she would have been entitled. And should Marjorie have predeceased us, then to Patricia or her children should she not survive, in equal shares, shall go Marjorie's share.

All the rest and residue of our property not otherwise mentioned herein shall go as directed in paragraphs (6) through (8) hereof.

As executrices of this our last joint and mutual Will and Testament, we hereby appoint Blanche H. Amond and Marjorie Amond, and should Blanche H. Amond have predeceased her husband, J. L. Amond, then she shall serve as executor with Marjorie Amond, and no bond shall be required of them.

IN WITNESS WHEREOF, we have hereunto signed our names and affixed our seals in the presence of the undersigned witnesses, this [illegible] day of February, 196[illegible].

[signature]

[signature]

[signature]

We hereby certify that at the request of J. L. Amond and Blanche H. Amond we read and declared the foregoing instrument to be their joint and mutual last Will and Testament and saw them sign their names and affix their seals thereto in our presence, and that we, in their presence and in the presence of each other, have subscribed our names as witnesses.

[signature] [signature] [signature]

STATE OF SOUTH CAROLINA
County of LEXINGTON

Ex Parte

Blanche H. Amond and Marjorie Amond

Petitioner

In Re Estate of:

J. L. (John Lewis) Amond

Deceased

IN THE PROBATE COURT

PETITION TO PROVE WILL IN COMMON FORM OF LAW AND FOR LETTERS

To Sara R. Boozer, Probate Judge for said county:

The petitioner of the undersigned respectfully represents:

1. That J. L. (John) Amond Age 69 who last dwelt in Gaston in the County and State aforesaid, died intestate on the 14th day of September in the year of our Lord one thousand nine hundred and sixty-eight possessed of goods and estate to be administered.

2. That said deceased left a will, bearing date 10th day of February 1967 and codicil, bearing date day of 19

herewith presented. Your petitioner hereby applies for letters testamentary for the reason: they were appointed under terms of will

3. That understand by virtue of the terms of the will of the said testator/testatrix the following are the beneficiaries thereof, named or indicated under the said:

(Show all legacies and devises by divisions into family groups)

Name	Age	Residence	Relationship to Decedent
Blanche H. Amond	Adult	Gaston, S.C.	Widow
Marjorie Amond	Adult	Gaston, S.C.	Daughter
Deryle Amond Gregory	Adult	Columbia, S.C.	Daughter
Frank Gregory	Adult	Columbia, S.C.	Son-in-law

4. That the testator/testatrix died seized and possessed of real estate of about the value of $ 0 and that the testator/testatrix died seized and possessed of personal estate of about the value of $ 10,777.84 dollars, consisting of the following items, namely, goods and chattels:

(a) Cash on hand and in banks $ 9,497.84

(b) Money due testator/testatrix on account of bonds, mortgages and other securities $ 880.00

(c) Corporate and governmental bonds and notes $ 0

(d) Open accounts due testator/testatrix $ 0

(e) Goods, wares, merchandise, furniture, machinery and equipment used in profession, trade or business $ 1,000.00

(f) Household goods $ 250.00

(g) Farming implements, machinery and equipment $ 0

(h) Farm products $ 0

(i) Mules, horses, cattle, hogs, sheep, etc. $ 0

(j) Automobiles, motor trucks, motorcycles, etc. $ 200.00

(k) Jewelry, silverplate, watches and other personal effects $ 50.00

(l) Life or other insurance made payable to the estate $ 0

(m) Value of all other personal property not listed above $ 0

5. That the testator/testatrix died seized and possessed of real estate of about the value of One hundred thousand Four hundred and no/100 ($100,400.00) Dollars, as follows:

(over)

This form revised by the South Carolina Tax Commission, November 1, 1981

To be used in all estates where the decedent died after December 31, 1981

(Rev. 1981)

ROA 385

DESCRIPTION OF REAL ESTATE AND APPROXIMATE VALUES

(Enter each item and do not combine separate items.)

Number of Acres (State whether farm or woodland)	No. of Buildings	Approximate Fair Market Value of Land and Buildings	Decedent's Interest	Exact Location (State County, Township and School District)
70 Acres	-0-	5,000	100%	Hwy. 321, 9/10 Mile from Gaston, Lexington County
25 Acres	-0-	15,600	100%	" "
6 Acres	-0-	3,600	100%	" "
1/2 Acres	-0-	4,200	100%	" "
13.5 Acres	4 Bldgs.	75,000	100%	" "

8. That the testator/testatrix made transfers and gifts within three (3) years prior to date of death as follows: (If None, So State)

(Include all gifts within three years prior to death and all other transfers, real and personal, (stipulate where the consideration was agreed to be paid, indefinite or inadequate, or where the transfer was to a relative or personal friend, or to any person, firm, association or corporation in which the decedent had an interest, or where the transfer was made in contemplation of death. Indicate the transfer date (full date) and the approximate value of the property transferred and the nature of the consideration received, if any.)

None

9. Life Insurance, Annuities and/or Endowment Contracts payable to beneficiaries other than the decedent's estate

Face Value	Contract Number	Name of Company
10,000	189948	Woodman of World
10,000	12315745	New York Life
2,000	3098235	Mutual of N.Y.
4,000	24367550	Natural of N.Y.

NOTE: Item 8 below covers joint tenancy with right of survivorship. Property held as tenants in common must be reported under Item 4 of this return.

8. That the testator/testatrix died seized and possessed of personal property standing in joint names of two or more persons and payable to either or the survivors (Section 65-469 of the Code of Laws 1952, as amended)

(IF NONE, SO STATE)

	Total Market Value	Date of Death
A. U.S. Bonds owned jointly with right of survivorship	-0-	
B. Joint Bank Accounts with right of survivorship	-0-	
C. Joint Accounts in Building and Loan or other institutions with right of survivorship	-0-	
D. Joint Stocks and Bonds with right of survivorship	-0-	
E. Miscellaneous property with right of survivorship	-0-	

10. TRANSFERS INTENDED TO TAKE EFFECT AT DEATH (Section 65-61 of the Code of Laws 1952, as amended)

That the testator/testatrix made the following transfers of property, BOTH REAL AND PERSONAL, reserving unto himself/herself the income for life or other indefinite period of time, or a reversionary interest in the property, which transfers are intended to take effect in possession or enjoyment at the death of the transferor as follows:

(IF NONE, SO STATE)

	Total Market Value	Date of Death
A. Real Estate transferred retaining life estate	-0-	
B. Transfers revocable by the transferor alone or in conjunction with any person	-0-	
C. Transfers revocable or revocable only with the consent of a person who does not have a substantial adverse interest in the property	-0-	
D. Transfers revocable only with the consent of a person who does have a substantial adverse interest in the property	-0-	
E. Transfers revocable by other incident of ownership	-0-	
F. Other transfers intended to take effect at death	-0-	

11. POWERS OF APPOINTMENT (Section 65-188 of the Code of Laws 1952, as amended) That the testator/testatrix died seized and possessed of a power of appointment over property, both real and personal, whether testamentary or inter vivos, which is not included in the gross estate for purposes of the federal estate tax, and which is not included in the value of the property reported in Item 7 of this return.

(IF NONE, SO STATE)

	Total Market Value
A. Powers of appointment	-0-

WHEREFORE, your petitioner prays that the testator/testatrix be adjudged to have died testate, that the instrument dated September 20, 1968 be proved in common form and that Letters Testamentary issued to Blanche H. Amond and Marjorie Amond.

September 20, 1968

(The post office address of each fiduciary must be shown.)

Post Office Address

Post Office Address

Petitioner

STATE OF SOUTH CAROLINA
County of LEXINGTON

Personally appeared Blanche H. Amond and Marjorie Amond who being duly sworn says that to the best of their knowledge, information and belief this petition is complete and the foregoing petition and inventory is true and complete.

Sworn to and subscribed before me this 23rd day of September, 1968

Notary Public for South Carolina

Register

PROOF OF WILL

THE STATE OF SOUTH CAROLINA, Lexington County. IN THE COURT OF PROBATE 19 63

By Sara R. Boozer Judge of Probate for said County.

Personally appeared Clarice H. Hendrix

who being duly sworn says that he saw the within named J. L. Amond

sign, seal, publish and declare the annexed instrument of writing bearing date the 10th day of February A.D. 1967 to be his last Will and Testament, that he the said J. L. Amond was then of sound and disposing mind, memory and understanding according to the best of deponent's knowledge and belief, and that the said Clarice H. Hendrix together with Jeanette R. Swygert and J. D. Carroll at the request of the testator in his presence and in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 24th day of September Anno Domini 1968

Clarice H. Hendrix

Judge of Probate Lexington County, S.C.

ORDER ADMITTING WILL TO PROBATE IN COMMON FORM

On hearing the above petition of Blanche H. Amond & Margarita Amond

it is hereby ordered, adjudged and decreed: That the application be granted and the said Last Will and Testament of J. L. Amond deceased be duly proved in Common Form.

Given under my hand and the seal of this Court of Probate this 24th day of September 1968

Judge of Court of Probate

QUALIFICATION OF FIDUCIARIES

THE STATE OF SOUTH CAROLINA, LEXINGTON County.

We solemnly swear that the within and annexed Last Will of the within named J. L. AMOND deceased insofar as HIS we know or believe

and that WE will well and truly execute the same by paying the debts and legacies contained in the

and WE will exhibit HIS goods and chattels, rights and credits which shall come to our hands or possession belonging to the said deceased, and WE will make a true and perfect inventory of all such goods and chattels, rights and credits

and WE will render to the Judge of Probate for said County a true account of our doings therein when lawfully required to do so.

Sworn to before me this 24th day of September Anno Domini 1968

Blanche H. Amond

Margarita Amond

Judge of Probate Lexington County, S.C.

Their Post Office Address as Fiduciaries must be shown

Attorney's Name and Address

ORDER

Upon reading and filing the foregoing petition, It is Ordered, THAT CITATION DO ISSUE, and made returnable at _____ o'clock _____, 19____, and that the same be published on the _____ County Court House door for two consecutive weeks and published in _____ a newspaper published in said County and State once a week for two successive weeks.

_____ 19____

_____ Probate Judge, _____ County, S.C.

Above order to be used only in case of application for Letters of Administration with Will annexed.

Filed No.	Book No.	Page

Estate of Sarah Unknown

COUNTY OF

PETITION TO PROVE WILL

For Consideration of Probate Court

Estate of

Attorney at Law

Address

Phone

MANIFESTLY NON TAXABLE

To be executed by the Probate Judge in those cases where he is convinced that the foregoing petition contains a full and true report of all of the assets in the subject estate and that the said estate is non taxable under the provisions of the Inheritance Tax Law of the State of South Carolina.

STATE OF SOUTH CAROLINA

COUNTY OF _____

_____ Judge of Probate on and for _____ County, S.C.

COUNTY OF _____

New comes _____ as Judge of Probate on and for _____ County and certifies to the South Carolina Tax Commission that pursuing to the foregoing record of the above captioned estate on file in the Probate Court of and for said County and based upon the value of the aggregate assets of said estate and the heirs thereon concerned, such estate is manifestly non taxable to the best of his knowledge, information and belief.

Given under my hand and official seal this the _____ day of _____, 19____

_____ Judge of Probate

SEAL

COUNTY OF _____

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

IN THE PROBATE COURT

WARRANT OF APPRAISEMENT

By Sarah B. Boozer Probate Judge

THESE: to authorize and empower you, or any three of you, whose names are hereunder written, to repair to all such parts and places within this County as you shall be directed unto by Blanchard A. Amond & Marjorie Amond Administrator Executor Trustee of all and singular the goods, rights, and credits of Jack Amond late of Lexington County, deceased, wherever any of the goods, chattels or real estate of the said deceased are or do remain within the said parts and places, and which shall be shown unto you by the said Administrator Executor Trustee and there view and appraise all and every of the said goods, chattels, or real estate being first sworn on the Holy Evangels of Almighty God to make a true and perfect inventory and appraisement thereof, and to cause the same to be returned under your hands, or any three or four of you, to the said Sarah B. Boozer Probate Judge for Lexington County, South Carolina on or before the 24th day of October, 1968

Dated the 24th day of September Anno Domini 1968 and in the one hundred and ninety-third year of American Independence.

William Duncan

Wm. P. Donelan, Jr.

Charles D. Davis

Probate Judge

Lexington County, South Carolina

OATH OF APPRAISERS

(Oath to be taken before appraisement is made)

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

You William Duncan, Wm. P. Donelan, Jr., Charles D. Davis do swear that you will make a just and true appraisement of all and singular the goods, chattels (ready money only excepted) and real estate of JACK AMOND late of Lexington County, deceased, as shall be produced by Blanchard A. Amond & Marjorie Amond the Administrator Executor Trustee of the estate of the said JACK AMOND deceased, and that you will return the same certified under your hands unto the Probate Judge of LEXINGTON County within the time prescribed by law.

Sworn to before me this day of OCTOBER A.D. 1968

Kenneth M. Grist (L.S.)

Notary Public for South Carolina

My commission expires 7/1/74

William Duncan

William P. Donelan Jr.

TRANSFERS WITHIN THREE YEARS PRIOR TO DATE OF DEATH

(Sec. 65-1845 S.C. Code of Laws 1952 as amended) (If None So State)

(NOTE: If the fiduciary believes the position that transfers listed below were not made in contemplation of death applies, such position must be submitted direct to the Inheritance Tax Commission, South Carolina Tax Commission for consideration.)

Description of Property	Transferee	Fair Market Value at Date of Death

This is issued by the South Carolina Tax Commission November 1, 1961 to be used in all estates where the decedent died after December 31, 1961.

(NOTE: If necessary, attach additional sheets to this return following same rule (as is set up herein))

INVENTORY AND APPRAISEMENT OF PERSONAL PROPERTY OF THE ESTATE

OF J. L. AMOND DECEASED

ITEM 2

The Personal Representative is to complete Item 2 as to Face Value and deliver this Inventory to the Appraiser, who shall complete Item 2 as to Appraised Value

ARTICLES	FACE VALUE	APPRAISED VALUE
Cash on hand at death	3,426.[illegible]	3,426.[illegible]
Cash in banks, depositories, etc. (attach schedule)		
Life insurance payable to estate (attach schedule)		
Mortgages Jamie Mae Corcoran	780.00	780.00
Raymond H. Doss	3,040.00	3,040.00
Charles Richard Delford	1,750.00	1,750.00
Woodrow Wilson Jumper	960.00	960.00
Furniture and wearing apparel in home	1,000.00	1,000.00
Automobile	200.00	200.00
Jewelry	50.00	50.00
TOTAL		

INVENTORY AND APPRAISEMENT OF REAL ESTATE OF ESTATE

OF J. L. AMOND DECEASED

ITEM 3

The Personal Representative is to insert description of property under Item 3 and the Appraisers are to complete this form in detail

DESCRIPTION (Show County, Township and School District)	ASSESSED VALUE FOR YEAR OF DECEDENT'S DEATH	APPRAISED VALUE	APPRAISED VALUE OF DECEDENT'S INTEREST	CAUTION (Do not write in this space)
73.5 acres, 1 1/2 miles northeast of Gaston, Lexington County, S.C. on Highway 321	2,870.00	100,400.00	100,400.00	
TOTAL				

ITEM 4

JOINTLY OWNED PROPERTY WITH RIGHT OF SURVIVORSHIP (If None So State)

(Sec. 63-269.5 (C) Code of Laws 1952 as Amended)

A. Jointly Owned United States Government Bonds With Right Of Survivorship

Face Value $	Series	Exact Names in Which Standing	Value at Date of Death $	Decedent's Contribution $
NONE				

B. Jointly Owned Bank Accounts, Building And Loan, And Other Depository Accounts With Right Of Survivorship

Amount $	Name and Location of Institution	Exact Names in Which Standing	Decedent's Contribution $
NONE			

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND Lexington

IN THE PROBATE COURT

In Re: Blanche H. Amond &
Marjorie Amond
Petitioner

In Re: Estate of
J. L. AMOND
Deceased

PETITION FOR DISCHARGE

TO: A. RAY HINNANT, Esq., Probate Judge for Richland County, South Carolina:

The petition of the undersigned respectfully represents:

I. That WE the EXECUTRICES

of the estate of J. L. AMOND deceased

II. That more than six months has elapsed or will have elapsed when this petition is to be heard

since qualifying as such EXECUTRICES

III. That BLANCHE H. AMOND AND MARJORIE AMOND

now prepared to make a full

and complete accounting and to distribute any balance remaining on hand to those entitled thereto

according to law, thereby administering said estate.

WHEREFORE WE pray that WE may be permitted to account

fully for all receipts and disbursements and be fully discharged as such EXECUTRICES

of said estate.

9 March 1970

Blanche H. Amond
Marjorie Amond
Petitioner

STATE OF SOUTH CAROLINA
County of Richland

Personally appeared BLANCHE H. AMOND AND MARJORIE AMOND

and make oath that the facts stated in the foregoing petition are true.

Sworn to and subscribed before me
this 9th day of March 1970

Blanche H. Amond
Marjorie Amond

(L.S.)
Notary Public for South Carolina
My Commission expires 4/1/71

Filed

ROA 391

Final Discharge

Notice is hereby given that Blanche H. Amond and Marjorie Amond, Executrices

of the estate of J. L. (John Leon) Amond

have this day made application unto me for a final discharge as such Executrices

and that the 10th day of April 1970 at 10 o'clock A.M.

at office of the Probate Judge has been appointed for the hearing of said petition.

SARA R. BOOZER

Probate Judge Lexington County, S. C.

March 10 1970

Dispatch-News - March 19th, 26th and April 2

LAST WILL AND TESTAMENT

of

J. L. AMOND and

BESS M. AMOND

FILED

DEC 13 1965

PROBATE JUDGE

BRAZORIA COUNTY, TEX.

Exhibit Number FEE

DEC 2 1965

MARJORIE H. SHARPE

Caption

ROA 393

We, J. L. Amond and Bess M. Amond, husband and wife, being fully in possession of our mental faculties, and grateful to God for his many blessings, wishing now to direct the disposition to be made of the worldly goods we shall own at the time of our death, do hereby make and declare this instrument to be our joint last Will and Testament, hereby revoking all other will by us, or either of us, at any time made, and further declaring that this instrument is irrevocable except by mutual consent.

ONE

We direct our executor or executrix, hereinafter named, to pay as soon as practicable after our death, or the death of either of us, all of the just claims that are proven against our estate, or the estate of either of us.

TWO

Upon the death of either of us it is our wish and desire and intention, and we so devise and bequeath, that all of the property and rights and interests in property, both real and personal, that we, or either of us, shall own at the time of our death, shall go to the survivor of us, to be his or her's absolutely and without restriction or condition of any kind whatsoever.

THREE

Upon the death of the survivor of us, or in the event of a joint disaster claiming the lives of both of us, should there be any remainder of the said property it is our wish and we so devise and bequeath, that it shall go to our children in equal shares. Should either of our children have predeceased the survivor of us leaving a child, then that

ROA 394

child shall take the share to which his or her parent would have been entitled if living; and should either of our children have predeceased the survivor of us leaving more than one child, then the share to which his or her parent would have been entitled if living shall be equally divided amongst the children of such parent. And should either of our children predecease the survivor of us leaving no child nor children, then it is our wish and desire, and we so devise and bequeath, that all of the remainder of the said property, if any, shall go to the survivor of our children.

FOUR

We appoint as the executor or executrix of this our joint last Will and Testament the survivor of us, and direct that he or she shall serve without bond.

IN WITNESS WHEREOF we have signed our names and affixed our seals to this instrument, consisting of two typed pages, this the 21st day of February, A. D. 1959.

(L.S.)

(L.S.)

We, the undersigned, hereby certify that at the request of J. H. Amond and Bess M. Amond, and in their presence, we each saw them declare the foregoing instrument to be their joint last Will and Testament and saw them sign their respective names and affix their seals thereto, and that we in their presence and in the presence of each other have subscribed our names as witnesses.

STATE OF SOUTH CAROLINA
County of Lexington

Ex Parte

J. L. Amond
Petitioner

In Re Estate of

Bess M. Amond
Deceased

IN THE PROBATE COURT
PETITION TO PROVE WILL IN COMMON
FORM OF LAW AND FOR LETTERS

To Sara R. Boozer, Probate Judge for said county:

The petition of the undersigned respectfully represents:

1. That Bess M. Amond Age 66, who last dwelt in Gaston in the County and State aforesaid died testate on the 21st day of October in the year of our Lord one thousand nine hundred and sixty-five possessed of goods and estate to be administered.

2. That said deceased left a will bearing date 21st day of February 1959 and codicil bearing date day of 19 herewith presented. Your petitioner hereby applies for letters testamentary for the reason

he was appointed under terms of will

3. That under and by virtue of the terms of the will of the said testator/testatrix the following are the beneficiaries thereof named as legatees or devisees:

(Show all legatees and devisees by dyklons into family groups)

Name	Age	Residence	Relationship to Decedent
J. L. Amond	Adult	Gaston, S.C.	Husband

4. That the estate of said decedent, death or transfer taxes, if any, are to be paid from the assets of the estate.

5. That the testator/testatrix died seized and possessed of a personal estate of about the value of

Dollars consisting of the following money, goods and chattels:

(a) Cash on hand and in bank $

(b) Money due testator/testatrix on account of bonds, mortgages and other securities $

(c) Corporate and governmental bonds and other securities $

(d) Open accounts due testator/testatrix $

(e) Goods, wares, merchandise, furniture, machinery and equipment used in profession, trade or business $

(f) Household goods $

(g) Farming implements, machinery and equipment $

(h) Farm products $

(i) Mules, horses, cattle, hogs, sheep, etc. $

(j) Automobiles, auto, trucks, motorcycles, etc. $

(k) Jewelry, silver, plate, watches and other personal effects $

(l) Life or other insurance made payable to the estate $

(m) Value of all other personal property not listed above $

6. That the testator/testatrix died seized and possessed of real estate of about the value of

Dollars as follows:

(over)

This form revised by the South Carolina Tax Commission November 3, 1961
(Form used in all cases where the decedent died after December 31, 1961)

ROA 396

DESCRIPTION OF REAL ESTATE AND APPROXIMATE VALUES
(Enter each tract and lot on a separate line.)

No. of acres or lots. (State whether acres or lots.)	No. of buildings	Total value of each lot and tract (including buildings	Decedent's Interest	Exact location. (Show County, Township and School District)
73 A.	2		undivided ½ int.	Gaston, S.C.

8. That the testator/testatrix made transfers and gifts within three (3) years prior to date of death as follows: (If None, so State)

(a) (Include all gifts within three years prior to death and all other transfers, real and personal, either where the consideration may appear to have been inadequate or where the transfer was to a relative or personal friend of the donor, trust, association, or corporation in which they are credited with interest on securities of consideration. Describe the transfer in full, state the approximate value of the property transferred and the consideration (if any) received.)

7. Life Insurance, Annuities and/or Endowment Contracts payable to beneficiaries other than the decedent's estate.

Face Value	Contract Number	Name of Company

NOTE:
Item 8 below refers to joint tenancy with right of survivorship. Property held as tenant in common must be reported under Item 4 of this return.

9. That the testator/testatrix made, created, sold and/or possessed of personal property standing in joint names of two or more persons and payable to the survivors, pursuant to Sec. 65-403 S.C. Code of Laws 1952 (as amended):

(If NONE, so State)

	Fair Market Value	Date of Death
A. U.S. Bonds owned jointly with right of survivorship or payable on death		
B. Joint Bank Accounts with right of survivorship		
C. Joint Accounts in Depositories or other institutions with right of survivorship	Home Fed. Sav. & Loan	1,000.00 approx.
D. Joint Stock and Bonds with right of survivorship	Standard Bldg. & Loan	
E. Miscellaneous Property with right of survivorship		

10. TRANSFERS INTENDED TO TAKE EFFECT AT DEATH (Sec. 65-401 et seq. S.C. Code of Laws 1952 (as amended)) That the testator/testatrix made the following transfers of property, BOTH REAL AND PERSONAL, wherein the transferor retained the estate, income for life or other incidents of ownership that would preclude a gift inter vivos, but in the ordinary course of the death of the transferor, as follows:

(If NONE, so State)

	Fair Market Value	Date of Death
A. Real Estate, undivided remaining life estate		
B. Trust created, retaining with rents, income for life, power to revoke or other incidents of ownership		
C. Other transfers intended to take effect at death		

11. POWERS OF APPOINTMENT (Sec. 65-402 of S.C. Code of Laws 1952 (as amended)) That the testator/testatrix did exercise and possessed the power of appointment over property, both real and personal, whether testamentary or otherwise, in the following manner:

(If NONE, so State)

WHEREFORE, you petitioner prays that said will and codicil be proved and filed in common form and Letters Testamentary issued to Amond.

December 19, 1965

This post office address of each fiduciary must be known:	Post Office Address
	Gastonia, S.C.
	Post Office Address
	Post Office Address

STATE OF SOUTH CAROLINA
County of Lexington

Personally appeared before me L. Amond who being duly sworn says that to the best of his knowledge, information and belief the statements contained in the foregoing petition are true and complete.

L. Amond

Sworn to and subscribed before me this 13th day of December, 1965

Notary Public for South Carolina

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PROOF OF WILL

THE STATE OF SOUTH CAROLINA, Lexington County — IN THE COURT OF PROBATE

By Sam R. Boozer, Judge of Probate for said County.

Personally appeared J. D. Carroll

who, being duly sworn, says that he saw Bess M. Amond

sign, seal, publish and declare the annexed instrument of writing bearing date the 21st day of February A.D. 1959 to be and contain her Last Will and Testament, that the said Bess M. Amond was then of sound and disposing mind, memory and understanding, according to the best of deponent's knowledge and belief, and that the said J. D. Carroll together with R. H. Fulmer and Chas. V. Harmon at the request of the testatrix in her presence and in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 24th day of December Anno Domini 1959

Judge of Probate Lexington County, S. C.

ORDER ADMITTING WILL TO PROBATE IN COMMON FORM

On hearing the above petition of J. D. Amond

it is hereby ordered, adjudged and decreed, that the petition be granted and the said Last Will and Testament, with codicil, of Bess M. Amond deceased, be entered of Probate in Common Form.

Given under my hand and the seal of the Court of Probate, this 24th day of December 1959

Judge of Court of Probate

QUALIFICATION OF FIDUCIARY

THE STATE OF SOUTH CAROLINA, Lexington County

I, J. D. Amond do solemnly swear that this writing contains the true Last Will of the within named Bess M. Amond deceased, so far as I know or believe, and that I will well and truly execute the same by paying first the debts and then legacies contained in the said Will, so far as her goods and chattels will thereunto extend and the law charge me, and that I will make a true and perfect inventory of all such goods and chattels so help me God.

Sworn to before me, this 24th day of December Anno Domini 1959

Judge of Probate Lexington County, S. C.

(The Postoffice Address of each Fiduciary must be shown)

Attorney (Name and Address)

STATE OF SOUTH CAROLINA
COUNTY OF Lexington

IN PROBATE COURT

WARRANT OF APPRAISEMENT

By Sara R. Boozer, Probate Judge.

THESE are to authorize and empower you, or any three of you, whose names are hereunder written, to repair to all such parts and places within this County as you shall be directed unto by J. E. Amond Administrat____, Execut____ or ____, Trustee____, of all and singular the goods, rights, and credits of Bessie M. Amond, late of Lexington County, deceased, wheresoever any of the goods, chattels or real estate of the said deceased are or do remain within the said parts and places, and which shall be shown unto you by the said Administrat____, Execut____ or ____, Trustee____, and there view and appraise all and every of the said goods, chattels, or real estate, being first sworn on the Holy Evangelists of Almighty God to make a true and perfect inventory and appraisement thereof, and to cause the same to be returned under your hands, or any three or four of you, to the said Sara R. Boozer Probate Judge for Lexington County, South Carolina on or before the 13th day of January, 19 66

Dated the 13th day of December Anno Domini, 19 65 and in the one hundred and 90th year of American Independence.

To W. I. Dowd
N. B. Mack
Jacob A. Rish

or any three of them.

Sara R. Boozer
Judge of Probate Court
Lexington County, South Carolina

OATH OF APPRAISERS

(This oath to be taken before appraisement is made.)

STATE OF SOUTH CAROLINA
COUNTY OF Lexington

You W. I. Dowd, N. B. Mack and Jacob A. Rish

do swear that you will make a just and true appraisement of all and singular the goods chattels (ready money only excepted) and real estate of Bessie M. Amond deceased as shall be produced by J. E. Amond the Administrat____ Execut____ or Trustee____ of the estate of the said Bessie M. Amond deceased, and that you will return the same certified under your hands unto the Probate Judge of Lexington County within the time prescribed by law.

Sworn to before me this 13 day of December A.D. 1965

Jean C. Fox (L.S.)
Notary Public for South Carolina

W. I. Dowd
N. B. Mack
Jean C. Fox

ITEM 1

TRANSFERS WITHIN THREE YEARS PRIOR TO DATE OF DEATH

(Sec. 65-61 S.C. Code of Laws 1962, as amended) (None So State)

(NOTE: If the fiduciary takes the position that transfers listed below were not made in contemplation of Death, affidavits sustaining such position must be submitted to the Inheritance Tax Division, South Carolina Tax Commission for consideration).

Description of Property	Transferee	Fair Market Value at Date of Death
		$

This form revised by the South Carolina Tax Commission June 15, 1959.

Contd on

ROA 399

(NOTE: If necessary, attach additional sheets to this return following same ruling as is set up herein.)

INVENTORY AND APPRAISEMENT OF PERSONAL PROPERTY OF THE ESTATE

OF ______________________________ DECEASED

ITEM 2:

The Personal Representative is to complete Item 2, as to "Face Value" and deliver this Inventory to the Appraisers, who shall complete Item 2, as to "Appraised Value"

ARTICLES	FACE VALUE		APPRAISED VALUE	
Cash on hand at death				
Cash in banks, depositories, etc. (attach schedule)				
Life Insurance payable to estate (attach schedule)				
TOTAL				

INVENTORY AND APPRAISEMENT OF REAL ESTATE OF ESTATE

OF [illegible] DECEASED

ITEM 3:

The Personal Representative is to insert description of property under Item 3, and the Appraisers are to complete this form in detail.

DESCRIPTION (Show County, Township and School District)	1 ASSESSED VALUE FOR YEAR OF DECEDENT'S DEATH		2 APPRAISED VALUE		3 APPRAISED VALUE OF DECEDENT'S INTEREST		4 CAUTION (Do not write in this space)
[illegible] interest in 71 A. and 2 dwellings			81,500	00	40,750	00	
Gaston, S.C.							
TOTAL			81,500	00	40,750	00	

ITEM 4:

JOINTLY OWNED PROPERTY WITH RIGHT OF SURVIVORSHIP (If None So State)

(Sec. 65-465, S. C. Code of Laws 1952, as amended)

A. Jointly Owned United States Government Bonds With Right Of Survivorship

Face Value	Series	Exact Names In Which Standing	Value at Date of Death	Decedent's Contribution
$			$	$
		[illegible signature]		

ROA 400

LETTERS DISMISSORY

The State of South Carolina,
COUNTY OF LEXINGTON } In Probate Court

By the Honorable Sara B. Boozer Judge of Probate
for the county of Lexington, in the State aforesaid

To All Whom These Presents Shall Come GREETING:

WHEREAS at the August Term 19 66 of the Court of Probate for Lexington County, on the
5th day of August in the year of our Lord one thousand
nine hundred and sixty-six, the petition of

J. L. Amond, Executor

on the estate of

Bess M. Amond deceased, late of
Lexington County

in this State, was presented, setting forth that the duties of said

J. L. Amond

had been fully discharged and praying to be released from the same;

AND WHEREAS, the said J. L. Amond

has complied with Section 41 of the Code of Procedure and published in conformity to law, for at least
one month, a Citation calling upon all persons concerned to show cause on or before the 1st
day of September why said application should not be granted. And whereas said
Citation has been published in The Dispatch-News, a public Gazette in this State, for the
space of one month, and no cause being shown against said application, and it appearing from an examina-
tion of the abstract of the affairs of the said estate that the petitioner has faithfully and honestly discharged
the trust and confidence reposed in him.

NOW, KNOW ALL MEN BY THESE PRESENTS, That

J. L. Amond

is from henceforth and forever discharged and dismissed from all liability as

Executor

aforesaid.

WITNESS, the Honorable Sara B. Boozer Judge of Probate
for Lexington County, this 1st day of September
in the year of our Lord one thousand nine hundred and sixty-six. (L.S.)

Sara B. Boozer
Judge of Probate

ROA 401

8J

State of South Carolina,
COUNTY OF LEXINGTON.

FILED
JAN 24 11 40 AM '56
CLERK OF COURT
LEXINGTON, S. C.

Know All Men By These Presents, That I, (Mrs.) Minnie B. Amond,

in the State aforesaid, Lexington County, in consideration of the sum of TWO THOUSAND DOLLARS ($2,000.00) to me paid by J. L. Amond and Bess M. Amond, in the State aforesaid, Lexington 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. L. AMOND and BESS M. AMOND,

all those two certain tracts of land situate in the County of Lexington, and State of South Carolina, and more particularly described as follows:

1- Fifty-three (53) acres, more or less, situate on the Columbia-Blackville public road about three-fourths of a mile northeast from the Town of Gaston, in Platt Springs Township, and being bounded, now or formerly, on the north by lands of Mary E. Sightler and Ansel Sightler, on the east by the tract hereinafter described, formerly of Mrs. Lydia Pound, on the south by lands of Mary E. Sightler and of N. B. Mack, formerly of C. C. Goodwin and Mary E. Sightler, and on the west by lands of Mrs. Clara C. Read, formerly of Mary E. Sightler; as will be more fully shown by plat of D. J. Knotts Surveyor, made July 10, 1921. This is the same tract of land conveyed to John L. Edwards by J. E. Goodwin by deed recorded in the office of the Clerk of Court for said County in Deed Book 4-H, at page 161, and by him conveyed to me.

also

2. Twenty (20) acres, more or less, bounded, now or formerly, on the north by lands of Ansel Sightler and John Sightler, on the east by lands of J. L. Amond, on the south by lands of J. L. Amond, being the tract of 41½ acres this day conveyed to him by me, and on the west by the 53-acres tract hereinabove described: all of which will be more fully shown by plat of W. C. Rast, made February 19, 1932. This is the same tract of land conveyed to J. L. Edwards by Mrs. Indiana Goodwin by her deed now of record in the office of the Clerkof Court for said County in Deed Book 4-Q, page 278, and by J. L. Edwards conveyed to me.

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

To Have and to Hold all and singular the premises before mentioned unto the said J. L. Amond and Bess M. Amond, 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 J. L. Amond and Bess M. Amond, their

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this ninth day of January, in the year of our Lord one thousand nine hundred and fifty-six, and in the one hundred and eightieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
In the presence of

Bertha Lesane
Ralph L. Ordiz

Minnie B. Amond (SEAL)
(SEAL)

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STATE OF SOUTH CAROLINA,
LEXINGTON County

Personally appeared before me Bertha Lear

and made oath that she saw the within named Minnie B. Amond

sign, seal and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that she, with Ralph R. Ardis witnessed the execution thereof.

SWORN to before me this 9 day of January, 1956cc-

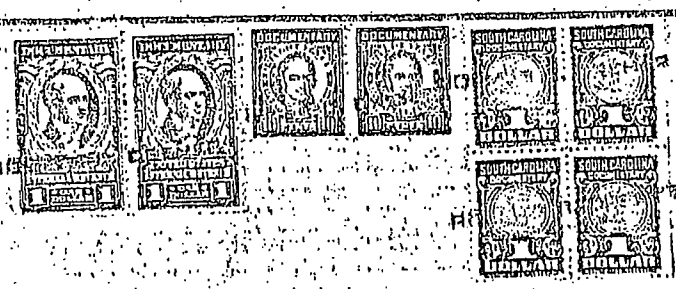
(L. S.)
Notary Public of S. C.
My Commission expires at Pleasure of Governor

Bertha Lear

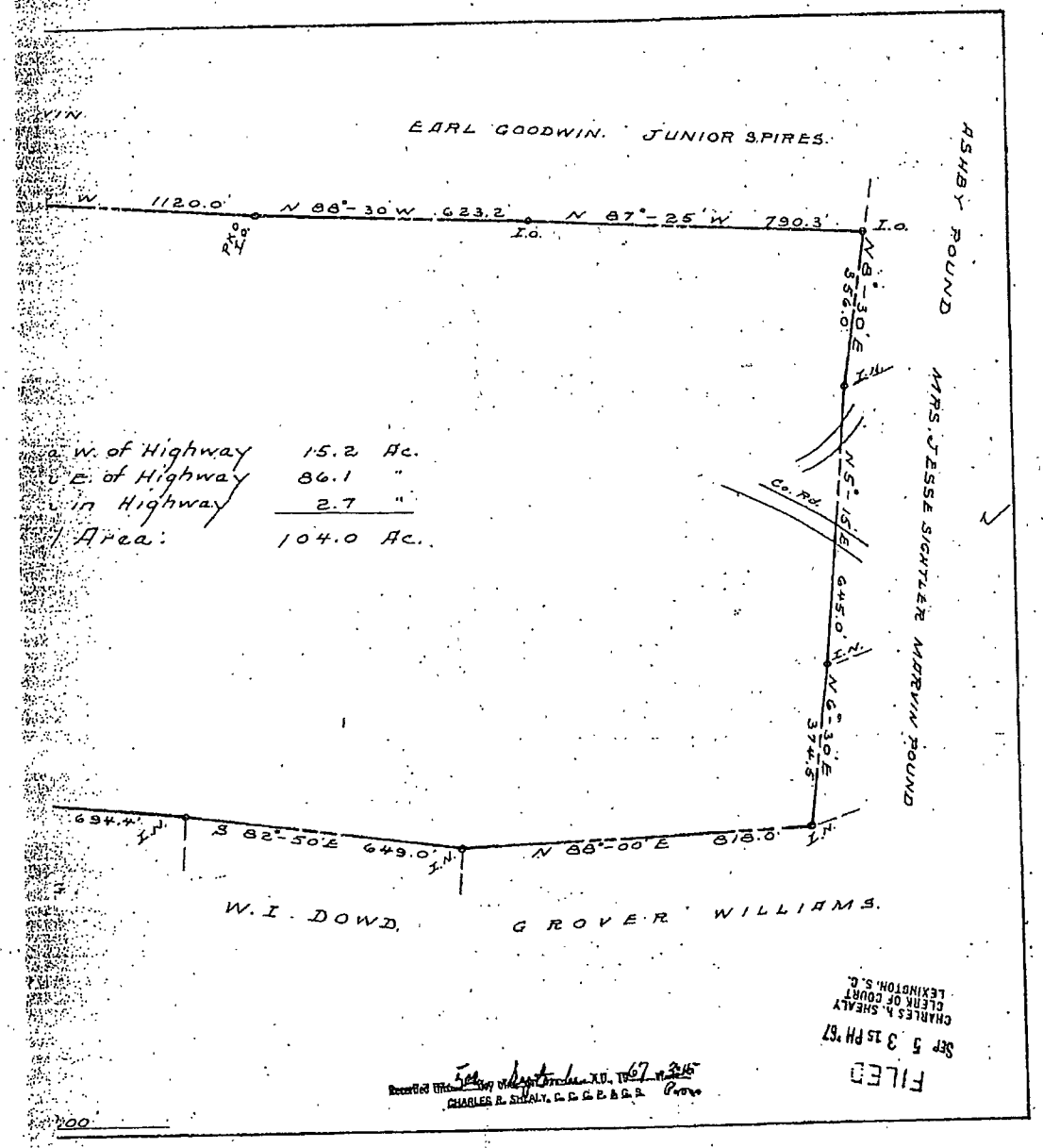
STATE OF SOUTH CAROLINA,
County

NO RENUNCIATION OF DOWER
GRANTOR A WOMAN.

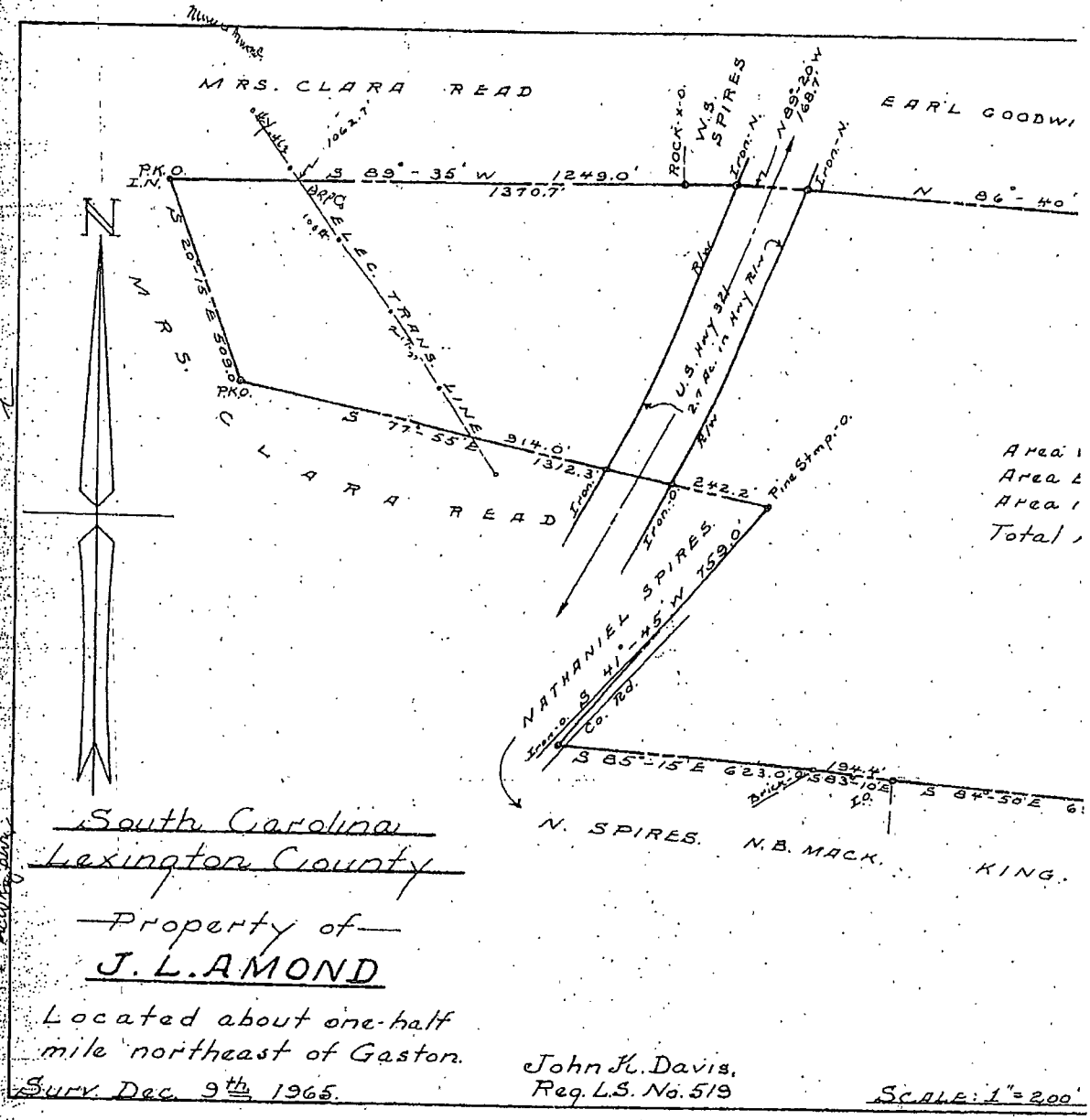
I, , do hereby certify



Recorded this 24th day of Jan A.D., 1956
Holmes C. Dreher, C. C. C. P. & G. S.



Recorded this 5th day of September A.D. 1967 at 3:15 P.M.
CHARLES R. SHEALY


MRS. CLARA READ
EARL GOODWI
P.K.O.
I.N.
S 89°-35' W 1249.0'
1370.7'
ROCK x.o.
W.S. SPIRES
Iron-N.
N 89°-20' W
168.7'
N 86°-40'
S 20°-15' E 509.0'
P.K.O.
MRS. CLARA READ
S 77°-55' E 914.0'
1312.3'
Iron
U.S. HWY 321
2.7 Ac. in Hwy R/W
R/W
242.2'
Pine Stmp.-o.
NATHANIEL SPIRES
N 41°-45' W 759.0'
Co. Rd.
S 85°-15' E 623.0'
S 83°-10' E
S 84°-50' E
N. SPIRES.
N.B. MACK.
KING.
Area
Area
Area
Total
N
South Carolina
Lexington County
Property of
J. L. AMOND
Located about one-half mile northeast of Gaston.
Surv. Dec. 9th 1965.
John H. Davis,
Reg. L.S. No. 519
SCALE: 1" = 200'

STATE OF SOUTH CAROLINA
COUNTY OF Lexington

IN THE PROBATE COURT

WARRANT OF APPRAISEMENT

By Sara R. Boozer, Probate Judge

THESE are to authorize and empower you, or any three of you, whose names are hereunder written, to repair to all such parts and places within this County as you shall be directed unto by Blanche H. Amond & Marjorie Amond Administrat[illegible] Executrices Trustee of all and singular the goods, rights and credits of [illegible] L. Amond late of Lexington County, deceased, wheresoever any of the goods, chattels or real estate of the said deceased are or do remain within the said parts and places, and which shall be shown unto you by the said Administrat[illegible] Executrices Trustee and there view and appraise all and every of the said goods, chattels, or real estate, being first sworn on the Holy Evangelists of Almighty God, to make a true and perfect inventory and appraisement thereof, and to cause the same to be returned under your hands, or any three or four of you, to the said Sara R. Boozer Probate Judge for Lexington County, South Carolina on or before the [illegible] day of October 1968.

Dated the 24th day of September Anno Domini 1968, and in the one hundred and ninety-third year of American Independence.

To William Duncan
Wm. P. Donelan, Jr.
Charles D. Davis
[illegible]
or any three of them.

[illegible signature]
Judge of Probate Court
Lexington County, South Carolina

OATH OF APPRAISERS

(This oath to be taken before appraisement is made)

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

You William Duncan, Wm. P. Donelan, Jr., Charles D. Davis

[illegible] that you will make a just and true appraisement of all and singular the goods, chattels, (ready money only excepted) and real estate of [illegible] L. AMOND [illegible] as shall be produced by Blanche H. Amond & Marjorie Amond the Administrat[illegible] Executrices Trustee [illegible] of the estate of the said [illegible] L. Amond deceased, and that you will return the same, certified under your hands, unto the Probate Judge of Lexington County, within the time [illegible].

Sworn to before me this [illegible]
October A.D. 1968

[signature] L.S.
Notary Public, South Carolina
My Commission Expires [illegible]

[signatures]

ITEM [illegible]

TRANSFERS WITHIN THREE YEARS PRIOR TO DATE OF DEATH

[illegible]

Description of Property	Donees	[illegible]

[illegible] by the South Carolina Tax Commission, November [illegible] 1961 [illegible] December 31, 1961 [illegible]

ROA 407

ORDER

Upon reading and filing the foregoing petition, it is Ordered, THAT CITATION DO ISSUE, and made returnable _____ o'clock _____, 19____, and that the same be published on the _____ County Court House door for two consecutive weeks and published in _____ _____ _____ once a week for two successive weeks.

_____ 19____

Probate Judge, _____ County, S.C.

Above order to be used only in case of application for Letters of Administration with Will annexed.

Page 3 of 3

Form No. 1 — Petition to Prove Will — State of South Carolina, County of _____

MANDATORY NON-TAXABLE

PROOF OF WILL

THE STATE OF SOUTH CAROLINA } IN THE COURT OF PROBATE
Lexington County } 1968

Before me Jane H. Booker Judge of Probate for said County.

Personally appeared Clarice H. Hendrix

who being duly sworn, says that he saw the within named L. Amond

sign, seal, publish and declare the annexed instrument of writing, bearing date the 10th day of February A.D. 1967, to be his last will and testament; that the said L. Amond was then of sound and disposing mind, memory and understanding according to the best of deponent's knowledge and belief, and that the said Clarice H. Hendrix together with Jeanette H. Swygert and U. D. Carroll at the request of the said testator, in his presence, and in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 24th day of September A.D. Dom. 1968

Jane H. Booker — Clarice H. Hendrix

Judge of Probate Lexington County, S.C.

ORDER ADMITTING WILL TO PROBATE IN COMMON FORM

Upon reading the above petition of Bishop H. Amond & Mardonia B. Amond

it is ordered and decreed that the application be granted and the said L. Amond will and testament be admitted to probate in common form.

W. A. Amond

Clerk of Court

Given under my hand and the seal of the Court of Probate this 24th day of September 1968

QUALIFICATION OF FIDUCIARIES

THE STATE OF SOUTH CAROLINA }
LEXINGTON County }

WE, the undersigned, being duly sworn, do hereby swear that we will faithfully execute the duties of the office of executor of the last will and testament of L. AMOND, deceased, according to the law, by paying the debts and legacies of said testator as far as his goods, chattels and lands will extend, and by law we are bound, and by making a true and perfect inventory of all such goods and chattels, rights and credits, and by exhibiting the same when required by law to the Court of Probate, and by making a true account of our doings therein when lawfully required, and by making a fair and perfect division of the residue of said estate among the legatees, as the Court of Probate shall direct, so help us God.

Clarice H. Hendrix

Sworn to before me this 24th day of September A.D. Dom. 1968

Jane H. Booker

Judge of Probate Lexington County, S.C.

Clarice H. Hendrix

(Post Office address of fiduciary must be shown)

Attorney's Name and Address

DESCRIPTION OF REAL ESTATE AND APPROXIMATE VALUES
(Enter each item and its on a separate line.)

Acres (State whether acres or square feet)	No. of Buildings	Fair Value of Each Lot and Its Buildings	Decedent's Interest	Place Location (Show County, Township and School District)
7 Acres	1.0	5,000	100%	Hwy. 321 - 9/10 Mile crossing Gadsden/Washington County
26 Acres	40	15,000	100%	" "
6 Acres	40	3,000	100%	" "
1.7 Acres	0	1,200	100%	" "
13.5 Acres	4 Bldgs	75,000	100%	" "

8. That the testator (testatrix) made transfers and gifts within three (3) years prior to date of death as follows: (If None So State)

Including all gifts within three (3) years prior to death and all other transfers, real and personal, without regard to the consideration, if any, received therefor, made by the decedent, whether outright or in trust, to or for the benefit of any person, firm, association, or corporation, in contemplation of, or intended to take effect in possession or enjoyment at or after death, or by which the property passed or is to pass in part to any person, firm, association or corporation, in the manner described in Section 65-1 of the Code of Laws of South Carolina, 1962. Describe the property transferred and state the approximate value of the property transferred and the nature of the consideration for the gift or other transfer.

None

9. Life Insurance, Annuities and/or Endowment Contracts payable to beneficiaries other than the decedent's estate

Amount	Policy Number	Name of Company
15000	1899482	Woodman of World
5000	1281574	New York Life
47000	3097235	Mutual of N.Y.
247000	2466765	Mutual of N.Y.

NOTE:
(1) Property held jointly with right of survivorship: Property held as tenants in common must be reported under item 4 (a) (1) above.
(2) Property held, acquired and paid for by husband and wife as personal property, standing in joint names of two or more persons, or payable to the survivor of them, is not subject to Code of Laws of South Carolina, 1962, Section 65-1.
(3) NONE SO STATE

A. Cash in banks and on hand, with name of bank or depositary
B. Bonds and stocks, with right of survivorship
C. Joint accounts, stocks or other securities, with right of survivorship
D. Notes and bonds, with right of survivorship
E. Mortgages and other obligations, with right of survivorship
F. Other property, with right of survivorship
G. Other property, not included in items 4 and 5 above
H. Other property, not included in items 4 and 5 above, which is subject to the provisions of Section 65-1 of the Code of Laws of South Carolina, 1962, and which is made the subject of a gift or other transfer by the decedent within three (3) years prior to the death of the decedent

(3) NONE SO STATE

10. Property held in joint tenancy with right of survivorship
11. Property held as tenants in common
12. Property held in trust for the benefit of the decedent
13. Property held in trust for the benefit of others than the decedent
14. Other property not included in items 4 and 5 above
15. POWER OF APPOINTMENT (See Sec. 65-1 of S.C. Code of Laws, 1962, as amended) Title of instrument creating the power, the property subject thereto, the person making the appointment, the date of the instrument, the date of the death of the person making the appointment, the person or persons to whom the property is appointed, and the value of the property subject to the power.

(3) NONE SO STATE

16. Other property not included in items 4 and 5 above, which is subject to the provisions of Section 65-1 of the Code of Laws of South Carolina, 1962, and which is made the subject of a gift or other transfer by the decedent within three (3) years prior to the death of the decedent

(3) NONE SO STATE

17. Property returned for taxation in the name of the decedent
18. Property returned for taxation in the name of others than the decedent
19. Other property not included in items 4 and 5 above
20. Total Gross Estate

WHEREFORE, your petitioner prays that the decedent's estate be duly administered according to law, and that the Letters Testamentary issued to petitioner be duly recorded.

September 24, 1968

Petitioner's address must be shown

Attorney's address

Phone

STATE OF SOUTH CAROLINA
COUNTY OF WASHINGTON

Personally appeared before me Lancelot H. Amond and Lucille Amond who being duly sworn, deposes and says that the facts contained in the foregoing petition are true to the best of his/her knowledge, information and belief.

Lancelot H. Amond
Lucille Amond

Sworn to and subscribed before me this 23rd day of September, 1968

Notary Public for South Carolina

STATE OF SOUTH CAROLINA
County of LEXINGTON

In the Matter of
Blanche H. Amond and Marjorie Amond,
Petitioner,

In Re Estate of:
L. L. (John Lewis) Amond
Deceased.

To: Grace R. Boozer
Probate Judge for said county:

IN THE PROBATE COURT

PETITION TO PROVE WILL IN COMMON FORM OF LAW AND FOR LETTERS

The petition of the undersigned respectfully represents:

1. That L. L. Amond Age 69 who last dwelt in Gaston in the County and State aforesaid died testate on the 4th day of September in the year of our Lord one thousand nine hundred and sixty-eight, possessed of goods and estate to be administered.

2. That said deceased left a will, bearing date 10th day of February 1967 and a codicil, bearing date day of 19

3. Your petitioner hereby applies for letters testamentary for the reason they were appointed under terms of will.

4. The undersigned by operation of terms of the will for the said testator/testatrix the following are the beneficiaries therein named (whether by devise or bequest):

5. Show all heirs and devisees by division into family groups:

Name	Age	Residence	Relationship to Decedent
Blanche H. Amond		Gaston, S. C.	Widow
Marjorie Amond		Gaston, S. C.	Daughter
Betty Amond Gregory		Columbia, S.C.	Daughter
Frank Gregory		Columbia, S.C.	Son-in-law

6. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate:

(a) Cash on hand $ 5,000.00
(b) Cash in bank $ 6,800.00
(c) Notes and accounts receivable $
(d) Corporate stock $
(e) Bonds $
(f) Household goods, furniture, machinery and equipment used in profession and business $ 2,000.00
(g) Household goods $ 400.00
(h) Farming implements, machinery and equipment $
(i) Farm products $
(j) Livestock, poultry, bees, etc. $
(k) Automobile, truck, tractor, etc. $ 1,200.00
(l) Jewelry, silverware, watches and other personal effects $ 50.00
(m) Life insurance policies payable to the estate $
(n) Other insurance payable to the estate $
(o) Value of other personal property not listed above $
(p) Value of all other property not listed above, including real estate $ One Hundred Thousand
(q) Total $ 100,400.00 Dollars as follows:

7. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (November 1, 1961 to December 31, 1964):

8. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1965 to December 31, 1967):

9. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1968 to December 31, 1969):

10. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1970 to December 31, 1971):

11. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1972 to December 31, 1973):

12. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1974 to December 31, 1975):

13. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1976 to December 31, 1977):

14. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1978 to December 31, 1979):

15. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1980 to December 31, 1981):

16. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1982 to December 31, 1983):

17. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1984 to December 31, 1985):

18. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1986 to December 31, 1987):

19. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1988 to December 31, 1989):

20. Estimated value of decedent's property, real and personal, including proceeds of insurance payable to the estate, subject to South Carolina Inheritance Tax Commission (January 1, 1990 to December 31, 1991):

520732

130

Last Will and Testament

of

J. L. AMOND AND BLANCHE H. AMOND

We, J. L. Amond and Blanche H. Amond, husband and wife, being fully in possession of our mental faculties, and grateful to God for His many blessings, wishing now to direct the disposition to be made of the worldly goods we shall own at the time of our death, or that of either of us, do hereby make and declare this instrument to be our joint and mutual last will and testament, hereby revoking all other wills or codicils by us, or either of us, at any time made.

1.

We direct our executrices, or the survivor, hereinafter stated, to pay as soon as practicable after our death, or that of either of us, all of the just claims that are proven against our estates, or that of either of us.

2.

Upon the death of either of us, it is our wish and desire and intention, and we so devise and bequeath, that all of the property and rights and interests in property, both real and personal, that we or either of us shall own at the time of our death shall go to the survivor of us and to Marjorie Amond [illegible], except as otherwise herein stated, and that they shall continue to maintain and operate the homeplace so long as they are able and as they deem that it is profitable and practicable, and they shall equally divide between them any profits therefrom, and they shall jointly accept and mutually enjoy the income from any mortgages which are held by either of us at the time of our death.

3.

In the event of the failure of one of the executrices to agree on the maintenance and operation of the homeplace,

PROFESSIONAL TITLE SERVICES, INC.

PROBATE CHECKLIST

File # _____ Property: _____

(Estate of)
From: J. L. AMUND

To: BLANCHE H. AMUND

MARJORIE AMUND

Heirs/Devisees (Only those receiving interest in subject property)

Probate# P20-82 EXEC/ADMINSTR/PER REP: BLANCHE H. AMUND + MARJORIE AMUND

DIED (TESTATE)/INTESTATE: 9/14/68

PETITION TO PROVE WILL: 9/24/68
or
PETITION FOR PROBATE: __/__/__

DOES WILL PROVIDE PER. REP. WITH POWER OF SALE? YES/NO

CERTIFICATE OF APPOINTMENT: 9/24/68

NOTICE TO CREDITORS: __/__/__, __/__/__, __/__/__

INVENTORY AND APPRAISAL (TAXABLE) IF NOT, AMOUNT: $ ATTACHED

DEED OF DISTRIBUTION: __/__/__
or
DESCRIPTION OF REAL ESTATE: __/__/__

FINAL ACCOUNTING: __/__/__

NOTICE or PETITION FOR DISCHARGE: __/__/__

TERMINATION OF APPOINTMENT: 4/10/70

LETTERS DISMISSORY: __/__/__

CLAIMS AGAINST ESTATE: YES/(NO)

CLAIMS

FROM	AMOUNT	DATE RECORDED
	$	
	$	
	$	
	$	
	$	

Property Card Information

Lexington County, SC

Good Friends and Great Communities

Data last updated: 07/31/2008

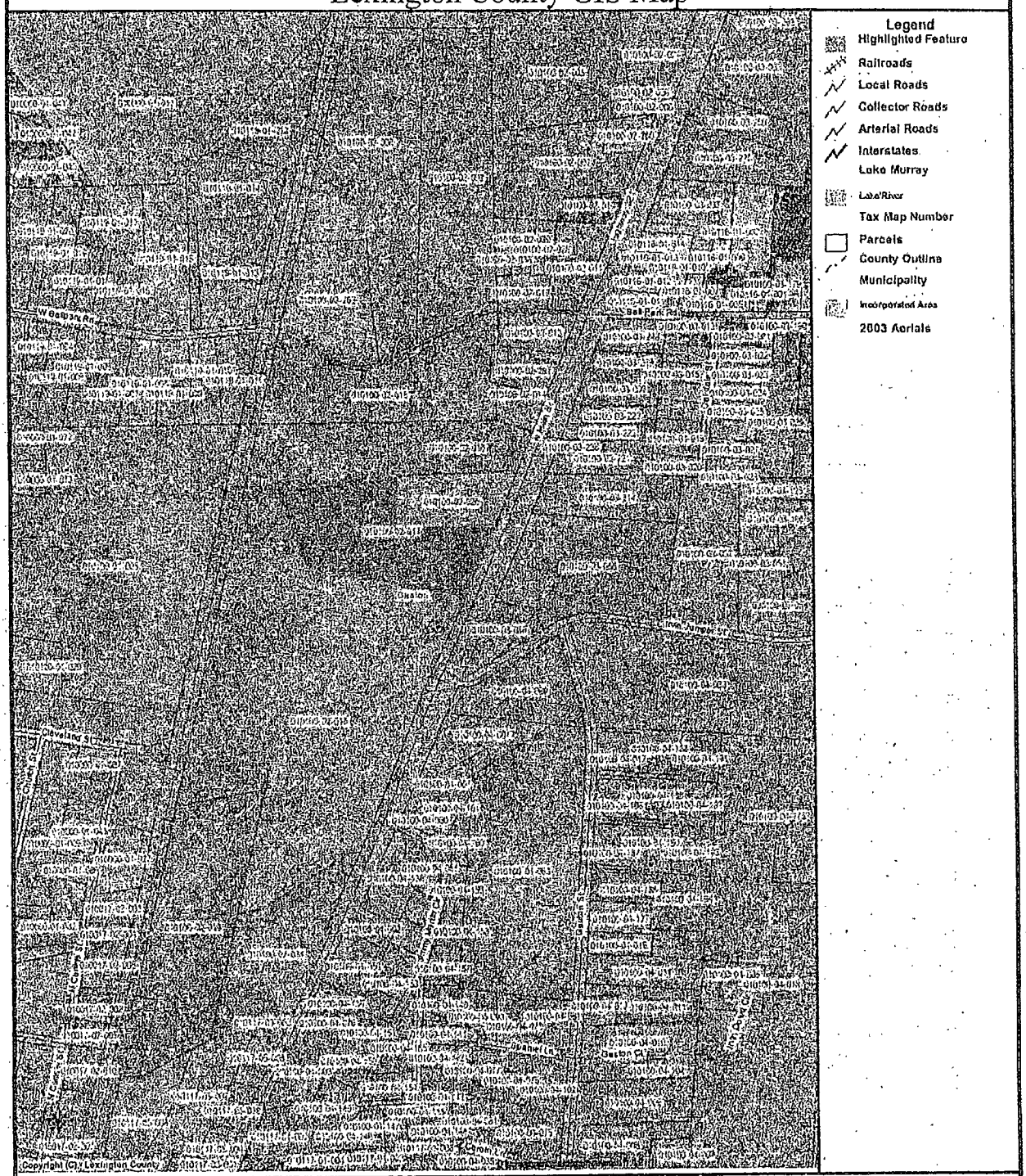
TMS#: 010100-02-017 Show Map
TAX YEAR: 2008
OWNER: QUERY, GRADY W & O GRADY
ADDRESS: 3609A RIVER RD
JOHNS ISLAND , SC 29455
PROPERTY ADDRESS: HWY 321
LEGAL DESCRIPTION: NONE
DEED BOOK & PAGE: 1458-172
PLAT: 97G-12
LAND USE: 1024:WAREHOUSE
TAX DISTRICT: 4G

ASSESSMENT INFORMATION		BUILDING INFORMATION	
LOTS:	0	SQUARE FOOT LIVING AREA:	
ACRES:	11.2	UNFINISHED AREA:	
APPRAISED LAND:	254800	YEAR BUILT:	
APPRAISED BUILDING:	2090	NUMBER OF BEDROOMS:	
ASSESSMENT LAND:	15290	NUMBER OF FULL BATHS:	
ASSESSMENT BUILDING:	120	NUMBER OF HALF BATHS:	
HOMESTEAD EXEMPT ASSESSMENT:	0	HEATING SYSTEM:	
TAX RELIEF EXEMPT ASSESSMENT:	0	HEAT:	

SALES INFORMATION

SALE DATE	SELLER	BUYER	PRICE	BOOK/PAGE
10/01/1989	CHEM EQUIP SALES & S	QUERY G W & O G	50000	1458-172

Lexington County GIS Map



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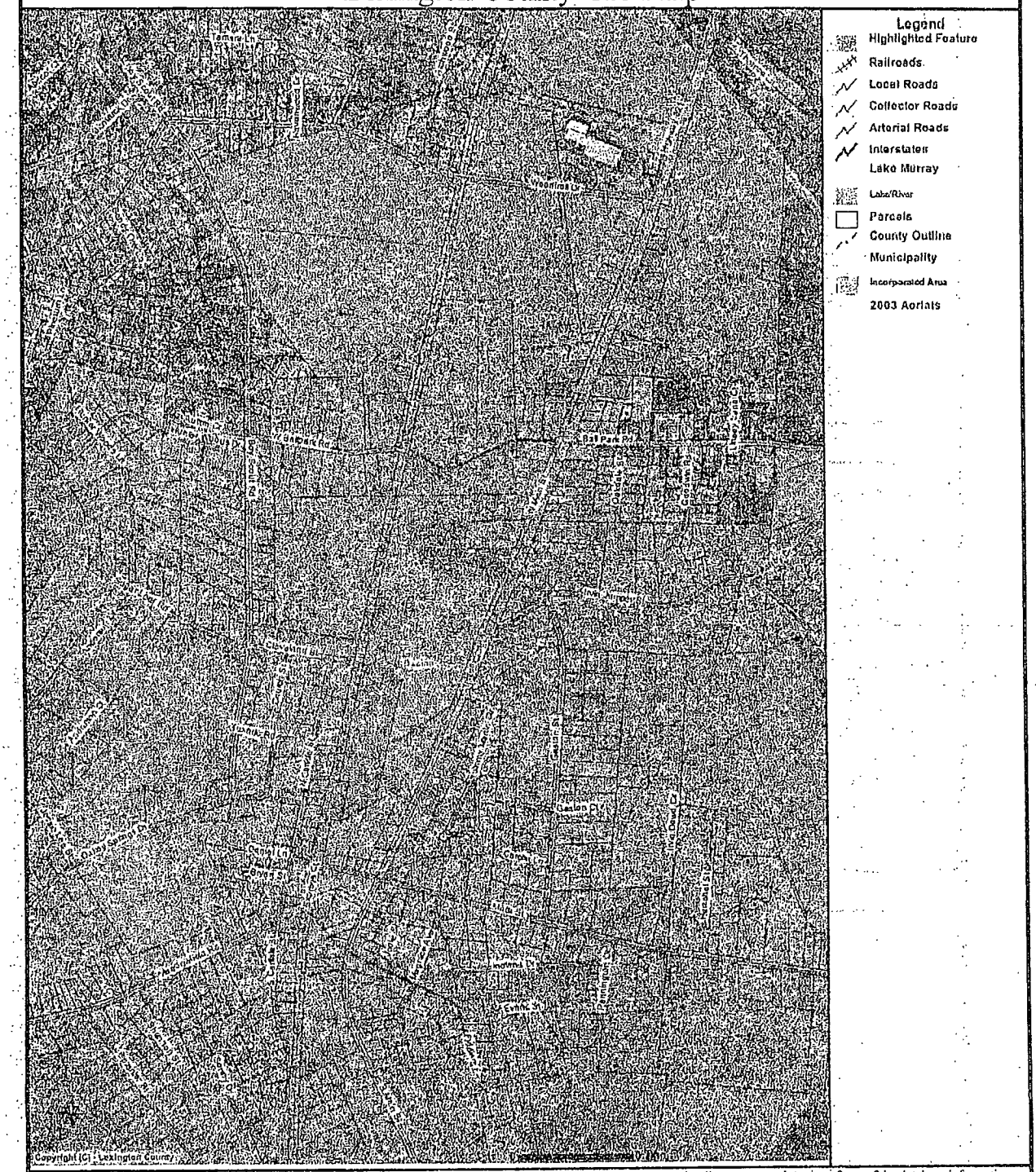
Lexington County GIS Map



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Property Tax Information

Lexington County, SC

Good Friends and Great Communities

View Current Tax Bill

Bill#	2007130687109	TxYr	2007	Rev#	0 00 10/02/07	Dstr	4

OWNER NAME/ADDRESS	SPECIAL MAILING NAME/ADDRESS
QUERY, GRADY W & O GRADY	

CALCULATED TAXES AND FEES DUE BY 01/15/08 PENALTY DATE 03/17/08

PROP ASMT	15,410	TAXES	6,305.69	COSTS	50.00
ASMT DEDCT	0	CREDIT/RELIEF	- 1,969.83	FEES	0.00
ADJ RATIO	1.000000	H/S EMPT	0.00	TOTAL	5,036.24
# OF MONTHS	12	PENALTY	650.38	PAID	04/16/08
Adj Value	15,410	INTERNET/INTEREST	0.00	REFUND	

PROPERTY TYPE - REAL ESTATE

Fair Mkt	256890	Addr	HWY 321						
Land Asmnt	15290	TMS#	010100-02-017			AP		MTG	0
Imprv Asmnt	120	H/S%	0	LR	N	AG	N	NT	

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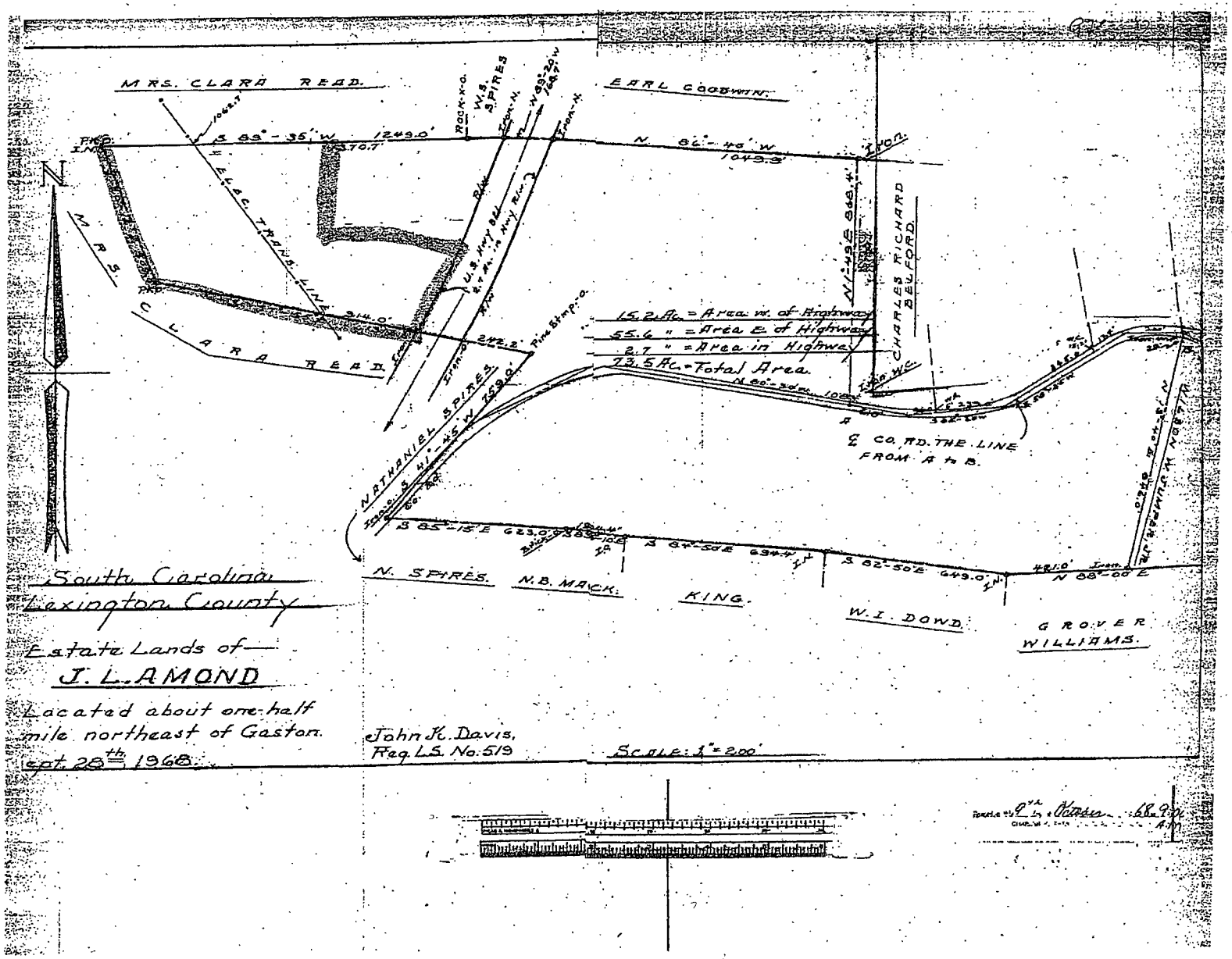
Revised: October 26, 2006


MRS. CLARA READ.
EARL GOODWIN.
S 89°-35' W 1249.0'
N 86°-40' W 1049.3'
ELEC. TRANS. LINE
MRS. CLARA READ.
CHARLES RICHARD BELFORD.
15.2 Ac. = Area W. of Highway
55.6 " = Area E. of Highway
2.7 " = Area in Highway
73.5 Ac. = Total Area
℄ CO. RD. THE LINE FROM A to B.
NATHANIEL SPIRES.
N. SPIRES.
N.B. MACK.
KING.
W.I. DOWD.
GROVER WILLIAMS.
South Carolina
Lexington County
Estate Lands of—
J. L. AMOND
Located about one-half mile northeast of Gaston.
Sept. 28th 1968.
John K. Davis,
Reg. L.S. No. 519
SCALE: 1" = 200'

A.	B. TYPE OF LOAN
SETTLEMENT STATEMENT U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	1. [ ] FHA 2. [ ] FMHA 3. [ ] CONV. UNINS 4. [ ] VA 5. [ ] CONV. INS. 6. [ ] Other 7. File Number: CastrejonGaston 8. Loan Number: 9. Mortgage Insurance Case Number:

C. NOTE *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Lines marked "(poc)" were paid outside of closing; they are shown here for informational purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.*

D. Name of Borrower Address	Ladislao Castrejon, Jesus Brito	
E. Name of Seller Address	Grady W. Query, O. Grady Query 3609A River Road Johns Island SC 29455	TIN: 238-66-3487
F. Lender Address	Grady W. Query and O. Grady Query 3609A River Road Johns Island SC 29455	
G. Property Address	Hwy 321 Gaston SC 29053	
H. SETTLEMENT AGENT: ADDRESS: PLACE OF SETTLEMENT: ADDRESS:	Samuel H Jefcoat 1501 Main Street Newberry SC, 29108 Samuel H. Jefcoat, Attorney at Law LLC 1501 Main Street, PO Box 397 Newberry SC, 29108	I. SETTLEMENT DATE: 09/24/08 DISBURSEMENT DATE: 09/24/08

J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100.	Gross amount due from borrower:		400.	Gross amount due to seller:	
101.	Contract sales price	$302,500.00	401.	Contract sales price	$302,500.00
102.	Personal property		402.	Personal property	
103.	Settlement charges to borrower (line 1400)	$2,270.05	403.		
104.			404.		
105.			405.		
	Adjustments for items paid by seller			Adjustments for items paid by seller	
106.	City/town taxes to		406.	City/town taxes to	
107.	County taxes to		407.	County taxes to	
108.	Assessments to		408.	Assessments to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120.	Gross amount due from borrower:	$304,770.05	420.	Gross amount due to seller:	$302,500.00
200.	Amount paid by or in behalf of borrower		500.	Reductions in amount due to seller	
201.	Deposit or earnest money	$2,000.00	501.	Excess deposit (see instructions)	
202.	Principal amount of new loan(s)	$225,500.00	502.	Settlement charges to seller (line 1400)	$24,106.75
203.	Existing loan(s) taken subject to		503.	Existing loan(s) taken subject to	
204.			504.	Payoff of first mortgage loan	
205.			505.	Payoff of second mortgage loan	
206.			506.		
207.			507.		
208.			508.		
209.			509.		
	Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210.	City/town taxes to		510.	City/town taxes to	
211.	County taxes 1/1/08 to 09/24/08	$2,815.34	511.	County taxes 1/1/08 to 09/24/08	$2,815.34
212.	Assessments to		512.	Assessments to	
213.	ALL PRO-RATIONS ARE FINAL AS OF CLOSING		513.	ALL PRO-RATIONS ARE FINAL AS OF CLOSING	
214.	WITH THIS PRO-RATION BUYER WILL BE RESPONSIBLE FOR ALL OF 2008 PROPERTY TAX BILL		514.	WITH THIS PRO-RATION BUYER WILL BE RESPONSIBLE FOR ALL OF 2008 PROPERTY TAX BILL	
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220.	Total paid by/for borrower:	$230,315.34	520.	Total reduction in amount due seller:	$26,922.09
300.	Cash at settlement from/to borrower:		600.	Cash at settlement to/from seller:	
301.	Gross amount due from borrower (line 120)	$304,770.05	601.	Gross amount due to seller (line 420)	$302,500.00
302.	Less amount paid by/for borrower (line 220)	$230,315.34	602.	Less total reduction in amount due seller(line 520)	$26,922.09
303.	Cash from Buyer	$74,454.71	603.	Cash to Seller	$275,577.91

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 405, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Stewart Title Guaranty Company with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Grady W. Query

O. Grady Query

L. Settlement Charges			
700.	Total sales/broker's commission based on price $302,600.00 @ 7.50% = $22,697.50 Division of commission (line 700) as follows:	PAID FROM BORROWERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
701.	$22,697.50 to ReMax Metro Associates		
702.			
703.	Commission paid at settlement		$22,697.50
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee %		
802.	Loan discount %		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance fee		
807.	Mortgage broker fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
817.			
900.	Items payable in connection with loan		
901.	Interest from thru @ /day		
902.	Mortgage insurance premium for months		
903.	Hazard insurance premium for years		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance months(s) @ per month		
1002.	Mortgage insurance months(s) @ per month		
1003.	City property taxes months(s) @ per month		
1004.	County property taxes months(s) @ per month		
1005.	Annual assessments (maint.) months(s) @ per month		
1006.			
1007.			
1008.	Aggregate adjustment		
1009.			
1100.	Title charges		
1101.	Settlement or closing fee to Samuel H. Jefcoat, Attorney at Law LLC	$350.00	
1102.	Abstract or title search to Professional Title Services, Inc.	$399.50	
1103.	Title examination		
1104.	Title insurance binder to Fieldplace Title	$75.00	
1105.	Document preparation to Samuel H. Jefcoat, Attorney at Law LLC		$300.00
1106.	Notary fees		
1107.	Attorney's fees (includes above item numbers:)		
1108.	Title insurance to Fieldplace Title (includes above item numbers:)	$705.25	
1109.	Lender's coverage $495.50 ($225,600.00)		
1110.	Owner's coverage $209.75 ($302,600.00)		
1111.			
1112.			
1113.			
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed: $10.00; Mortgage: $23.00	$33.00	
1202.	City/county tax/stamps: Deed: $332.75; Mortgage:		$332.75
1203.	State tax/stamps: Deed: $786.50; Mortgage:		$786.50
1204.	Survey Recording to Lexington County Register of Deeds	$10.00	
1205.			
1206.			
1300.	Additional settlement charges		
1301.	Survey to Cannon-Davenport Surveying, Inc.	$1,352.55	
1302.	Pest inspection		
1303.	Administrative Fees to Samuel H. Jefcoat, Attorney at Law LLC	$50.00	
1304.			
1305.			
1306.			
1307.			
1308.			
1400.	Total settlement charges (enter on lines 103, section J and 502, section K)	$2,270.05	$24,108.75

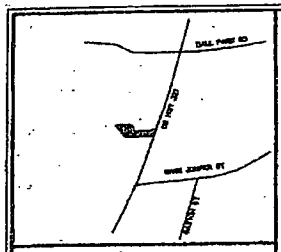
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower: _____ Seller: _____
Ladislao Castrejon — Grady W. Query

Borrower: _____ Seller: _____
Jesus Brito — G. Grady Query

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been disbursed by the undersigned as part of the settlement of this transaction.

_____ 9/23/08
Samuel H Jefcoat/Settlement Agent — Date



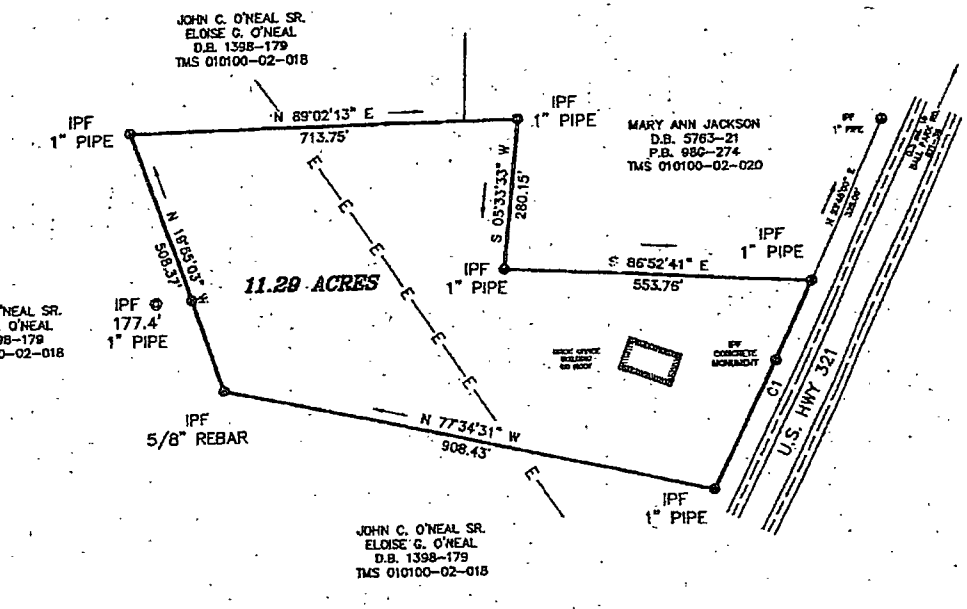
Location Map

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
C/L	CENTER LINE
	POWER/LIGHT POLE
—OE—	OVERHEAD ELECTRIC
—UE—	UNDERGROUND ELECTRIC
—W—	WATER LINE
	SEWER MANHOLE
	LIGHT POLE
	FIRE HYDRANT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	8149.92'	416.91'	416.87'	S 25°26'44" W

NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY
2. IPS 5/8" REBAR W/CAP INSCRIBED CANNON-DAVENPORT
3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS



Magnetic PLAT BOOK
97G PAGE 12

2008046193 FILED, RECORDED, INDEXED
2008-09-08 09:58:15:777
REC FEE: $10.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
PLAT OVERSIZED Bk:Pg 13135:14

LEXINGTON COUNTY
PLANNING COMMISSION
SEP 08 2008
Justin Puckett
in Town of Gaston

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.

0' 200' 400' 600'
1" = 200'

SOUTH CAROLINA
CANNON-DAVENPORT SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION
Fb C02329

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
JEFFREY H. DAVENPORT
PLS JEFFREY H. DAVENPORT
NO. 13096

STATE OF SOUTH CAROLINA
LEXINGTON COUNTY

SURVEY FOR

LADISLAO CASTREJON
JESUS BRITO

CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7185 SC Highway 56
Kinards, SC 29355
(803) 321-2992 (Office/FAX)
(864) 505-7704 (Cellular)

PLAT BOOK	97G-12
DEED BOOK	1398-179
TAX MAP	010100-02-017
PARTY CHIEF	JHD
DRAWN	JHD
DATE	3 SEPTEMBER 2008
DWG. NO.	08037

EXCLUSIVE RIGHT TO SELL CONTRACT
State of South Carolina

A. EMPLOYMENT: In consideration of the covenants herein contained, Brady W & Brady O Query, (herein called "OWNER") and Roney Metro Associates, (herein called "BROKER/LISTING FIRM") agree as follows: For the period of time beginning on 5-1-06 20 ____, and ending at midnight on 5-1-07 20 ____, Owner hereby grants to Broker the sole and exclusive right to sell the real property known as Hwy 321 Gaston SC Lex County TMS 040100-02-017. Broker hereby accepts employment as the sole and exclusive agent of the Owner to sell the property, subject to the following terms and conditions:

B. RECOGNIZING THAT PROFESSIONAL REPRESENTATION OF BOTH A BUYER AND A SELLER IS CRITICALLY IMPORTANT IN ANY REAL ESTATE TRANSACTION, NO PROPERTY SHALL BE LISTED WITH THE CMLS UNLESS THE AGREEMENT BETWEEN THE SELLER AND THE LISTING FIRM EXPRESSLY REQUIRES ACTIVE INVOLVEMENT BY THE LISTING FIRM IN THE MARKETING, SALE, AND CLOSING OF THE PROPERTY. FAILURE TO ABIDE BY THIS PRECEPT SHALL CAUSE A PROPERTY TO BE DE-LISTED AND MAY SUBJECT THE LISTING FIRM/COMPANY TO EXPULSION FROM CMLS.

C. SALE PRICE: Said property is, hereby, listed to sell for the gross sale price of $350,000 or for such other price or upon such other terms (including exchange) to which owner may subsequently agree during the authorization period. Owner agrees to pay Broker a fee of ~~10%~~ 7.5 % computed upon the gross sales price in any of the following events: (1) the closing of a sale of the property during the authorization period or as a result of a contract secured during the authorization period, or (2) The signing by Owner of a valid contract to sell the property but Owner fails or refuses to complete the sale as agreed; or, (3) The presentation to Owner of a valid and a bonafide written offer to purchase the property which complies with the terms and conditions specified herein. A contract will be deemed to comply with the terms and conditions hereof if the offered contract is for at least the listing price stated herein, is non-contingent and is on a form adopted or recommend by a local Board of Realtors or substantially similar thereto. The fee will be due to Broker even if the Owner sells or obtains the contract to sell the property during the authorization period, or if the Owner sells or obtains the contract to sell the property within 180 days after the expiration of the authorization period to or from a purchaser introduced to the property during the authorization period. This protection period for the Broker beyond the authorization period will be automatically terminated if the Owner enters into a listing agreement with another Broker during the protection period. The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof or upon demand if Owner refuses to accept and/or execute a contract which complies with the terms and conditions hereof. Owner agrees to pay the costs and expenses including attorney's fees incurred by Broker as a result of enforcing the provision of this agreement. The owner shall pay at closing, the real estate commission, a fee for preparing the deed, the deed stamps required on the deed, recording of satisfaction and prorated taxes as of the day of closing. The term "sale" shall include any exchange, swap or trade of the herein described property.

D. MARKETING THE PROPERTY: The Broker has the option, but is not required, to continue marketing the property after an offer has been accepted. Owner may terminate this option by giving written notice to Broker. "Owner understands and agrees that by placing the listing in the Consolidated Multiple Listing Service the listing will be transmitted electronically and made available via the internet to the public at large and agrees to indemnify and hold Broker and CMLS harmless from any claim, loss or damage arising therefrom." **Send to Internet** yes ✓ no ____ (initial one)

E. CALL, FAX, E-MAIL: Seller agrees to allow any Agent/Member to call, e-mail or fax information regarding the sale of their property.

F. INQUIRIES: Owner agrees to inform Broker of any inquires or negotiations concerning the sale of the property.

G. PROPERTY INFORMATION: Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. Owner warrants, that, to his knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that he has reviewed the information on the profile sheet attached to and made a part of this Agreement, and that all such information is accurate to the best of his knowledge. Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

H. PERSONAL PROPERTY: The real estate described herein includes, all fixtures, equipment and improvements of any kind which are now attached to or planted on the premises, such as: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, TV antennas, clothes-line poles, curtain/drapery rods, ceiling fans, attached mirrors and light bulbs, as well as all built-ins, such as: equipment, appliances, cabinets, furniture and shelves unless otherwise agreed herein. Personal property to be transferred to the Buyer at no extra cost is as follows: ____

I. DISCLOSURE OF INFORMATION: Latent Defects - Owner authorizes Broker to disclose pertinent information about the property to his agents, subagents prospective purchasers and all inquiring parties. Such disclosure shall be in the manner or form customary in the marketplace. Owner agrees to disclose, in writing, to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view, and to indemnify and hold Broker harmless from any costs, claims, liabilities, or damages (including the cost to defend any alleged claims) arising from the Owner's failure to disclose any such defect. This indemnity shall include the costs incurred in enforcing the provisions of this indemnity, including reasonable attorney's fees. Known defects are as follows: ____

J. EXECUTED PROPERTY DISCLOSURE FORM as required by SC Code of Laws, as amended, section 27-50-10, et. seq., must accompany this listing (if applicable).

K. INSPECTION: Owner agrees to make property available for the inspections by Broker, his agents, subagents, buyer/broker, and prospective purchasers, as deemed reasonably necessary by Broker.

L. NON-DISCRIMINATION: It is agreed that this property is listed in full compliance with local, state and federal fair housing laws, against discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin.

M. LOCKBOX: Owner directs Broker to place the listing in the Consolidated Multiple Listing Service which will constitute an offer of cooperation to all participants in the CMLS. **Owner ( ) does ( ) does not agree for a CMLS lockbox** containing keys to be installed on the property in order to facilitate the inspection of the property by Broker and cooperating agents. Owner understands that the placing of lockbox on the property has inherent risks resulting from the potential wrongful acts of persons with access to the lockbox. Owner understands and specifically assumes this risk. Owner further acknowledges that Broker is not an insurer against the loss of personal property and agrees to release Broker and CMLS from any responsibility therefore. **The lockbox must be a MLS approved lockbox.** This does allow for an Agent to hang the CML lockboxes on the property along with one of his choosing if so desired.

N. SIGNAGE: Owner authorizes Broker the right to display "For Sale" sign on the property and remove all other signs. All signage placed on the listed property must be signage approved by CMLS. No "For Sale by Owner" sign may be placed on the property.

O. AGENCY RELATIONSHIPS: Agent has advised Seller of Brokers general company policy regarding cooperation with Subagents, Buyers Agents or both and Seller agrees to authorize the Agent (Listing Firm) to cooperate and to compensate cooperating companies. Seller acknowledges receiving an explanation of the types of agency relationships that are offered by Agent (Listing Firm) and an Agency Disclosure Brochure regarding Agency Relationships in Real Estate ____. Seller acknowledges that after entering into this written agency contract, Agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked: Permission to act as a **dual agent** will not be considered ____; Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement** ____; Permission to act as a **designated agent** will not be considered ____; Permission to act as a **designated agent** may be considered at a time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement** ____.

P. NO CONTROL OF COMMISSION RATES OR FEES. Under the long established policy of CMLS, the Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the CMLS, or by any persons not a party to the listing agreement. The compensation paid by the Listing Broker to a Cooperating Broker in respect to any listing is established by the Listing Broker in his offer of co-operation and is not fixed, controlled, suggested, recommended or maintained by the CMLS, or by any persons other than the Listing Broker and his or her subagent.

Q. SPECIAL STIPULATIONS: The following stipulations shall, if conflicting with printed matter, control: ____

R. MEDIATION: All parties in this transaction agree to mediation in the event a dispute arises under the Contract and agree that the participation is such that mediation shall be a condition precedent to the right of either party to initiate a civil action hereunder. This mediation shall take place subject to the rules and procedures established by the South Carolina Bar Association, and the parties agree to appoint a mediator approved by the South Carolina Bar Association.

S. EARNEST MONEY: Owner authorizes Broker to accept and hold, on behalf of Owner, an earnest money deposit in accordance with the terms of any written contract for the sale of the property. In the event such deposit is forfeited by a prospective Purchaser, Broker may retain one-half, (1/2) of such deposit, but not exceeding the total amount of Broker's fee. Should Broker incur any costs, including attorney's fees, as a result of the release of any of the earnest money deposit to Owner, Owner will reimburse Broker for such costs.

RECEIPT OF A COPY OF THIS AUTHORIZATION AGREEMENT IS HEREBY ACKNOWLEDGED.

WITNESS	[signature] OWNER	4-26-06 DATE	TIME
WITNESS	[signature] OWNER	4/26/06 DATE	TIME
BROKER'S COMPANY	By: BROKER'S SIGNATURE	DATE	
BROKER'S MAILING ADDRESS	OWNER'S MAILING ADDRESS		
PHONE	PHONE		

THIS IS A LEGALLY BINDING CONTRACT. ALL BLANKS MUST BE FILLED IN. IF INFORMATION DOES NOT APPLY, INSERT N/A. ANY ALTERATIONS OR CONDITIONS MUST BE INITIALED BY BOTH OWNER AND BROKER.

CANNON-DAVENPORT SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

7216 SC Hwy 56
KINARDS, SC 29355
(803)321-3998 office/fax
(864)505-9784 cellular

JOB # 28057

DATE 8/3/2008

AMT. $ 1,352.55

LADISLAO CASTREJON
JESUS BRITO

SURVEY & PLAT, 3381.37' AT 0.40 PER FT = $1352.55

TERMS NET CASH

RE/MAX®
Metro Associates
950 Lake Murray Boulevard • Irmo, SC 29063 • (803) 749-5800 • Fax (803) 749-5810
REALTOR®

LAND, LOTS AND ACREAGE OFFER TO PURCHASE

(Standard Form of The Greater Columbia Association of REALTORS®. Rev. 01/05.) This form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice.

BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

THE [ ] BUYER [✓] SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. DATE A contract to purchase is offered this 20 day of March, 20 08 by Ladislao Castrejon, Purchaser(s) to Grady Walbrady & Query, Seller(s).

2. PROPERTY DESCRIPTION Subject to terms and conditions herein, Seller agrees to sell and Purchaser agrees to buy the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision None

Address Hwy 321

Tax Map # 010100-02-017 City Gaston Zip 29053

County of Lexington, State of South Carolina

3. PRICE The sales price is $ ~~275,000~~ ~~330,000~~ 302,500 L.C. A.L to be paid as follows:

A. $ 2,000.00 Earnest Money paid by [ ] cash, [✓] check, [ ] other held in trust by Remax Metro Associates.

B. $ 48,000 Balance of down payment at closing is to be in the form of a cashier's check or certified funds.

C. $ 252,500 Loan amount (type marked below) to be obtained by Purchaser.

4. FINANCING CONVENTIONAL ____ SELLER ____ CASH (NO FINANCING REQUIRED) ____ OTHER TERMS _____

A. If Seller financing is included in the financing of this property, Selling Broker and/or Listing Broker and their Agents in this transaction make no representation as to the credit-worthiness of Purchaser and suggest that Seller determine for himself that Purchaser's credit is satisfactory.

B. In a cash transaction, Purchaser agrees to provide Seller or Seller's agent, within ten (10) business days of acceptance of this Contract, written verification of sufficient and available funds for the specified date of closing.

5. CLOSING COSTS DISCOUNT POINTS Purchaser's closing costs shall be paid by Purchaser. Purchaser's prepaid items shall be paid by Purchaser. Discount points (if any) shall be paid by Purchaser. If Seller pays closing costs, prepaid items, and or discount points on behalf of Purchaser, Seller will pay costs of Purchaser, not to exceed $ 0.

6. LOAN PROCESSING APPLICATION FINANCING Purchaser agrees to apply for financing as stated above, from the Institution of his choice, and agrees to provide Seller, within five (5) business days from the date of acceptance, confirmation from Lender that application has been made and funds advanced for credit report and appraisal. Purchaser to furnish Lender any documentation required for the processing of this loan in a timely manner. Purchaser's failure to apply as required above shall constitute a default under this Contract. Purchaser further hereby gives permission to Lender to disclose pertinent information concerning the Purchaser's loan to the Listing or Selling Brokers or Agents. If loan is rejected by initial lender, Purchaser or Purchaser's Agent must notify the Listing Agent immediately, and Seller shall then have the option to void Contract. Contract is contingent upon above financing. If loan cannot be obtained, earnest money will be refunded to Purchaser.

7. ADDITIONAL CONTINGENCIES, CONDITIONS

8. SURVEY, TITLE EXAMINATION, INSURANCE

The Listing and Selling Brokers and their Agents recommend that Purchaser have a survey of the subject property prepared. If a survey indicates that property does not meet the following minimum specifications 11 Acres (dimensions, square feet, acres), Purchaser may elect to terminate the Contract by notifying Seller or Seller's Agent in writing of Purchaser's intent to terminate or Purchaser shall complete this sale according to the terms and conditions of this Contract.

The Listing and Selling Brokers and their Agents recommended that Purchaser select an attorney to examine the title to the property, and obtain all appropriate insurance coverage, including that required by the lender.

9. CONDITION OF PROPERTY

The Seller shall not remove any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Contract. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to Purchaser. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, or other improper materials upon the property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc., prior to the closing, then Purchaser may elect to rescind this Contract and receive a refund of the earnest money deposit.

A. The Seller represents that the property is [ ] or is not [✓] located in a flood zone.

B. Seller represents that the property is [ ] or is not [✓] subject to a mandatory association fee (i.e., homeowner's association/regime or otherwise). If property is subject to a mandatory fee, the fee is $ _____ per _____ and shall be current at closing.

C. Seller represents that the property is [ ] or is not [✓] subject to a special assessment of any governing body, including but not limited to a homeowner's association/regime, utility or otherwise. If the property is subject to a special assessment, the assessment has [ ] or has not [ ] been paid. If assessment has not been paid, it shall be paid by [ ] Seller in the amount of $ _____ and/or [ ] Purchaser in the amount of $ _____.

D. If the property may be connected to public/community water or sewer systems, the tap fees of $ Unknown shall be paid by _____

E. Seller represents that the property is [ ] or is not [✓] subject to a current lease or property management agreement. If agreements are in effect, Purchaser shall honor them. Agreements shall be attached to and made a part of this Contract.

10. WELL, SEPTIC SYSTEMS, ENVIRONMENTAL INSPECTIONS

All required reports and certifications concerning environmental matters, wells, septic systems, wetlands, hazardous materials or a special study area shall be done by professional inspectors or government authority qualified in the appropriate fields. Such reports or studies shall be done at the expense of Purchaser and shall be completed within twenty (20) business days after acceptance of this Contract by both parties. If Seller or Seller's agent does not receive Purchaser's written response to the inspections or studies and a copy of such reports within the same twenty (20) business day period, this section is nullified in its entirety.

A. If Purchaser finds the results of said reports unacceptable, Purchaser may elect to terminate this Contract by notifying Seller in writing of Purchaser's intent. Should Purchaser terminate this Contract, Seller agrees to immediately sign all documents necessary for the release of this Contract and refund of Purchaser's earnest money.

B. If Purchaser elects to proceed with this sale, Purchaser has the option of accepting the property in current condition as referenced by the reports or Purchaser must notify Seller or Seller's agent by signed addendum along with a copy of the reports specifying the defects Purchaser expects Seller to remedy.

C. Seller may agree by written addendum within five (5) business days of written notification to remedy, repair or treat any defects or conditions at the Seller's expense. In return Purchaser agrees to complete this sale according to the terms of this Contract. Otherwise, Seller may give written notice to terminate this Contract within five (5) business days. Purchaser shall have the right to accept the property with whatever defects exist and complete this sale according to the terms and conditions of this Contract. To exercise this right, Purchaser must provide Seller or Seller's agent with written notice of such intention, within two (2) business days after receipt of Seller's notice to terminate, or this Contract is void.

Purchaser's failure to notify Seller or Seller's agent in writing of any problem found by said reports within the time limits herein provided, or Purchaser's acceptance of the deed at closing, shall constitute full acceptance of the condition of the property and a waiver of Purchaser's right to object to any defects found by said reports.

11. CONVEYANCE DATE OF CLOSING

Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a proper statutory warranty deed free of encumbrances, except as herein stated. All statutory deed recording fees shall be the responsibility of Seller. The deed shall be prepared in the name of _____ Ladislao Castrejon and delivered to the stipulated place of closing. This transaction shall be closed on or before April 25th 2008.

12. POSSESSION

Absent a written agreement to the contrary, Seller shall give Purchaser possession at closing, subject to tenant's rights or property management agreements which must be disclosed at time of Contract. Seller shall give Purchaser access to the herein described property for the purpose of a final inspection within twenty-four (24) hours prior to closing.

13. EXTENSION OF AGREEMENT

Time is of the essence. If Purchaser or Purchaser's agent has provided written loan commitment but not closed within the stipulated time limit of this Contract, both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date. In cash transaction, if terms and conditions of Section 4.B. have been met, both parties agree to extend this Contract for a period not to exceed ten (10) calendar days from the original closing date.

14. BROKERAGE FEE

All real estate brokerage fees as specified in the Listing Agreement or in the Buyer's Brokerage Representation Agreement if applicable, are earned upon the acceptance of this offer and are due and payable at the time of closing, subject to any contingencies specified herein.

15. EARNEST MONEY

Broker does not guarantee payment of check or checks accepted as earnest money. Earnest money is to be promptly deposited in Broker's escrow account, upon acceptance by both parties of this Contract. In the event of any action wherein Broker is made a party by virtue of acting as escrow agent, or in any action wherein the funds, held in escrow by Broker, are subject to an action in the nature of interpleader, and Broker is made a party, Broker shall be entitled to recover reasonable attorney's fees and court costs, the same to be charged and assessed against Purchaser or Seller or both as the court may decide. Earnest money shall not be refunded for any reason until the check has cleared the financial institution on which it was written.

"The South Carolina Real Estate Practices Act allows the Broker holding the earnest money to deposit it into an interest bearing account. Purchaser agrees to and understands that he has been informed of his right to ownership of the interest and relinquishes to the Broker by this written agreement said right of ownership. The earnest money so noted ____ will ✓ will not be deposited into an interest bearing account with the interest accruing to the benefit of the Broker."

16. ADJUSTMENTS Taxes, water, sewer charges, fuel oil, propane, electricity, natural gas, rents when applicable, and all other assessments including homeowner's association fees, regime fees or the like shall be adjusted as of the date of closing. Tax prorations pursuant to this Contract are to be based on the tax information available on the date of closing, and are to be prorated or that basis unless otherwise stipulated in this Contract. Any increase or decrease of taxes shall be subject to an adjustmen by Purchaser and/or Seller when the current year's taxes are determined.

17. ROLLBACK TAXES If applicable, rollback taxes shall be the responsibility of Seller

18. NON-RESIDENT TAXES Seller agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

19. FIRE OR CASUALTY In case this property is damaged wholly or partially by fire or other casualty prior to delivery of deed, Purchaser or Seller shal have the right for ten (10) business days after the notice of such damage to terminate this Contract. Upon such termination, the earnest money deposit of Purchaser shall be returned to Purchaser and neither party shall have any further rights hereunder If neither Purchaser nor Seller elects to terminate the Contract, the parties shall proceed according to the terms of this Contract

20. DEFAULT If Purchaser shall default under this Contract, Seller shall have the option of suing for damages or rescinding this Contract In the event the Contract is rescinded, one-half of the earnest money shall then be paid to the Broker(s), not to exceed th commission due such Broker, and the remaining balance of earnest money shall be paid to Seller. Upon default by Seller Purchaser shall have the option of suing for damages or specific performance, or rescinding this Contract. Upon default b Seller, if Purchaser elects to rescind this Contract, he will be refunded all sums paid hereunder and in addition shall b reimbursed by the Seller for actual costs incurred including but not limited to credit report, appraisal fee, survey and cost c title examination. In any action to enforce the provisions of this Contract, the prevailing party and Broker(s) shall be entitle to the award of their costs, including reasonable attorney's fees.

21. MEDIATION Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relatio to this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolutio System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Purchaser, Selle or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspe of the property to which this Contract pertains, including without limitation allegations of concealment, misrepresentatior negligence and/or fraud. Any Contract signed by the parties pursuant to the mediation conference shall be binding. Sout Carolina Code Ann. Section 15-48-10. et. seq. shall not apply to this Contract.

22. ENTIRE CONTRACT AND BINDING CONTRACT The parties agree that this written Contract expresses the entire agreement between the parties, and that there is no othe agreement, oral or otherwise, modifying the terms hereunder and that this Contract shall be binding on both parties, the principals, heirs, personal representatives, successors and assigns as state law permits.

23. EXPIRATION OF OFFER This offer from Purchaser shall be withdrawn at _____ o'clock _____ .m (ET) on _____ unless accepted or countered by Seller in written form prior to such time.

24. FAX Both Purchaser and Seller agree that receipt of a signed contract by facsimile (FAX) will be the same as receipt of an origin signed contract.

25. SURVIVAL If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closin it shall survive the closing and remain binding upon and for the parties hereto until fully observed, kept or performed.

26. DEFINITIONS In this Contract, a single business day is defined as a twenty-four (24) hour period, beginning at the time of acceptance of th Contract, excluding Saturdays, Sundays and South Carolina legal holidays.

27. HUD/CLOSING STATEMENT RELEASE Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to listing Broker and Sellir Broker copies of the HUD-1 settlement statement for the transaction.

28. DISCLAIMER **The parties acknowledge that the Listing and Selling Broker(s) and their Agent(s): (A) Give no warranty of any kin express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, including but not limited to termite damage, roof, basement, appliances, heating and c conditioning systems, plumbing, sewage/septic, electrical systems, or to the structure; (B) Give no warranty, expres or implied, concerning the condition of the property, any matters which would be reflected by a current survey of th property, or the accuracy of the published square footage; (C) Give no warranty, express or implied, as to title; (I Give no warranty, express or implied, as to the fitness for a particular purpose of the property or improvemen thereto; (E) Give no warranty, express or implied, that the property being purchased is in compliance with a necessary zoning ordinances and restrictions; (F) Give no warranty, express or implied, as to projected income, vali or other possible benefits to the Purchaser.**

This is a legally binding contract, Purchaser and Seller should seek legal advice if the contents are not understood. Both Purchaser and Selle acknowledge the receipt of a copy of this Contract. Signatures below signify acceptance of all terms and conditions stated herein.

IN WITNESS THEREOF, this Contract has been duly executed by the parties hereto.

Witness as to Purchaser	LADISLAO CASTROTON Purchaser	3/27/08 Date	SSN
Witness as to Purchaser	Purchaser	3/27/08 Date	SSN
Witness as to Seller	Seller	3/27/08 Date	SSN
Witness as to Seller	Seller	Date	SSN
Listing Agent	Office	Telephone Number	
Selling Agent	Office	Telephone Number	

LADISLAO CASTREJON
1317 PET SITES RD
CHAPIN, SC 28036

1115
07-100/532
28001

3/27/08
Date

PAY to the order of RE/MAX METRO $2,000.00

TWO THOUSAND AND 00/100 Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BRANCH BBT BBT.com

Elite

Signature LADISLAO CASTREJON

[redacted]

QUERY SAUTTER GLISERMAN & PRICE, LLC

ATTORNEYS AND COUNSELORS AT LAW

THE WAPPOO CENTRE
147 WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SOUTH CAROLINA 29412

TELEPHONE 843.795.9500 FACSIMILE 843.762.1500

WWW.QSGLAWYERS.COM

O. GRADY QUERY
MICHAEL W. SAUTTER
BENTLEY D. PRICE
MICHÈLE PATRÃO FORSYTHE
ROMAN V. HAMMES

OF COUNSEL
SAUL GLISERMAN
*LICENSED IN SC AND MA

FACSIMILE TRANSMITTAL SHEET

TO: Tommy Dawson

NUMBER: 803.269.1700

FROM: Tracey O'Brien

DATE: 3-27-08

SUBJECT:

TOTAL PAGES: _____ (including cover sheet)

MESSAGE

cc: David Fisher - BB&T - 803.345.0781

NOTICE

The information contained in this facsimile message is subject to attorney-client privilege, and/or attorney work product privilege, and is confidential information intended only for the use of the individual, or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error please immediately notify ***Tracey O'Brien*** *by telephone at (843) 795-9500.*

RE/MAX® Fax

Date: 3-27-08

To: Grady

From: Tommy D

Fax#: 843-762-1500

Total Pages: 4 (including cover sheet)

Comments:

Grady
Please initial & sign.
Via fax should be ok, I need to get a sign copy over to Jadis Barber.
Best Regards,
Tommy Dawson
803-268-1700

RE/MAX Metro Associates
690-B Columbiana Drive
Columbia, SC 29212
(803) 749-5800 office
(803) 749-5810 fax

also fax to
David Fisher

The Fax from RE/MAX Metro Associates.

RE/MAX was founded in 1973 by real estate agents who believed that the best brokerages are those built around the agent.

The RE/MAX network has grown every month since its founding. There are now more than 100,000 RE/MAX Associates in over 6,300 offices worldwide.

The average length of experience with RE/MAX Agents is almost 14 years. In a recent survey, RE/MAX Agents were found to be the Most Productive, Most Experienced and the Best Educated agents in the world.

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OWNER'S POLICY OF TITLE INSURANCE
EXPANDED COVERAGE AFFIDAVIT

Before me, the undersigned authority, on this day personally appeared the Sellers, personally known by me to be the persons who names are subscribed hereto, who being by me first duly sworn, on their oaths stated the following to be true and correct:

1 We are the owners of the land described in this affidavit.

2 There are no liens against the land and no judgments or tax liens against us, except those liens described in the commitment by Stewart Title Guaranty Company describing the land. (if there are additional liens, Sellers must add after this paragraph 2).

3 All taxes and assessments by a taxing authority are paid through 2007. There have been no special tax assessments granted on the land. All tax exemptions were lawful.

4 There have been no improvements added to the land or construction on the land within the last year.

5 There are no pending repairs or improvements to the street(s) adjacent to the land.

6 The land does not have a separate building, garage or apartment used as a second residence.

7 Any improvements we added to the land were authorized by a building permit.

8 We are not aware, and have not been told, that the improvements on the land violate any building permit, zoning, restrictions or covenants.

9 We are not aware, and have not been told, that the improvements on the land encroach over any building lines, easements or property lines.

10 We are not aware, and have not been told, that the improvements by our neighbors encroach over our property lines.

11 The land has actual pedestrian and vehicular access based on a legal right of access to the land.

12 We indemnify and hold harmless Stewart Title Guaranty Company from any loss, liability, costs, expenses, and attorneys' fees, including attorneys' fees to enforce this agreement, because of any errors or incorrectness of this affidavit and because of any defects, liens encumbrances or other matters currently affecting or that may affect the title to the land before the recordation of our conveyance or mortgage.

Date: September 23, 2008

_____ (Seller)
Grady W. Query

_____
O. Grady Query

State of South Carolina
County of Charleston
Sworn to and subscribed before me the undersigned authority on this 23rd day of September, 2008 by the Sellers.

_____

Notary Public for South Carolina
My commission expires: 9-26-12

HOMEOWNER'S POLICY OF TITLE INSURANCE
FOR A ONE-TO-FOUR FAMILY RESIDENCE

EXHIBIT "A"

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, Tax District No. 4G, one-half (1/2) mile northeast of the Town of Gaston, containing 11.29 acres, more or less, known as Highway 321, Gaston, SC and being more particurly described on a plat of survey by Jeffrey H. Davenport, dated September 3, 2008, and recorded in the Register of Deeds Office for Lexington County on September 8, 2008, in Plat Book 13135, Page 14, said plat incorporated herein by reference.
Lexington County TMS # 010100-02-017.

PREPARED BY:

Samuel H. Jefcoat, Attorney at Law, LLC
PO Box 397 • Newberry, SC 29108
803-321-2321

STATE OF SOUTH CAROLINA	)	
	)	**DEED TO REAL ESTATE**
COUNTY OF LEXINGTON	)	

KNOW ALL MEN BY THESE PRESENTS, THAT We, Grady W. Query and O. Grady Query, in the State aforesaid, for and in consideration of the sum of Three Hundred Two Thousand Five Hundred and no/100 Dollars ($302,500.00), to us in hand paid at and before the sealing of these presents by Ladislao Castrejon and Jesus Brito in the State aforesaid, County of Lexington, 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 Ladislao Castrejon and Jesus Brito, their heirs and assigns forever:

> All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, Tax District No. 4G, one-half (1/2) mile northeast of the Town of Gaston, containing 11.29 acres, more or less, known as Highway 321, Gaston, SC and being more particularly described on a plat of survey by Jeffrey H. Davenport, dated September 3, 2008, and recorded in the Register of Deeds Office for Lexington County on September 8, 2008, in Plat Book 13135, Page 14, said plat incorporated herein by reference.
>
> This tract TMS # 010100-02-017, is the identical tract conveyed to Grady W. Query and O. Grady Query by Deed of Chemical Equipment Sales & Service Company, Inc., dated October 24, 1989, and recorded in the Register of Deeds Office for Lexington County on November 2, 1989, in Deed Book 1458, at page 172.

This conveyance is made subject to any and all recorded rights of way, easements, conditions, restrictions and zoning ordinances pertaining to said property and in addition is made subject to any of the foregoing which may appear from and inspection of said premises.

GRANTEE'S ADDRESS: 1317 Pet Sites Road
Chapin, South Carolina 29036

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 mentioned unto the said Ladislao Castrejon and Jesus Brito, their 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 Ladislao Castrejon and Jesus Brito, their Heirs and Assigns, against us and our Heirs, and all other persons lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and seals this 23rd day of September in the year of our Lord 2008 and in the Two Hundred and Thirty Third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness # 1

Grady W. Query

Witness # 2
(Witness #2 may also be Notary)

O. Grady Query

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grady W. Query and O. Grady Query, sign, seal and as their act and deed, deliver the within written Deed and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 23)
day of September, 2008.)
)
)
(L.S)
Notary Public for South Carolina
My commission expires: 2-15-17

PROMISSORY NOTE

$225,500.00 Date: September _____, 2008

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Grady W. Query and O. Grady Query, at Lexington, South Carolina, in lawful money of the United States of America, the principal sum of Two Hundred Twenty-Five Thousand Five Hundred and 00/100 Dollars ($225,500.00), with interest at the rate of eight (8%) percent per annum, being payable as follows: Monthly payments of Two Thousand Seven Hundred Thirty-Nine and 98/100 ($2,739.98) Dollars being payable on the first day of each month beginning November 1, 2008, and continuing thereafter every month until paid in full.

If default be made in the performance of or compliance with any of the covenants and conditions of the mortgage or any other instrument securing this note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If this note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt courts, or under foreclosure proceedings under the mortgage securing this note, then all cost of collection, including a reasonable sum for attorney's fees shall be added hereto as attorney's fees secured and collectible as the principal hereof.

The undersigned expressly agrees to remain and continue bound for the payment of the principal and interest provided for by the terms of this note notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this note, or any change or changes by way of release or surrender of any collateral held as security for this note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

Presentment, protest, and notice are hereby waived.

It is expressly agreed and declared that this note is given for the purchase of property, and is secured by a mortgage of even date conveying such property which is situate in Lexington County, South Carolina.

This note may be paid off early without penalty.

Witness the hand and seal of the signer hereof.

Witness:

_____	_____
Witness	LADISLAO CASTREJON
_____	_____
Witness	JESUS BRITO

Interest Vision

Amortization Schedule

Loan or Annuity Variables:

Start Date:	Sep 24, 2008	End Date:	Oct 1, 2018
Start Payment:	Nov 1, 2008	No. of Payments:	120
Start Interest:	Sep 24, 2008	Interest Rate:	8.000 %
Payment Freq.:	Monthly	Initial Principal:	$225500.00
Compound Freq.:	Monthly	Payment Amount:	$2739.98
Days in Mo./Yr.:	Actual No.	Balloon:	$0.00
Payment Mode:	In Advance	Amortization Method:	Simple Int.

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
	Sep 24, 2008	0.00	0.00	0.000	0.00	225500.00
	Oct 24, 2008	0.00	1478.69	8.000	-1478.69	226978.69
1	Nov 1, 2008	2739.98	0.00	8.000	2739.98	224238.71
	Nov 24, 2008	0.00	1524.22	8.000	-1524.22	225762.93
2	Dec 1, 2008	2739.98	0.00	8.000	2739.98	223022.95
	Dec 24, 2008	0.00	1466.64	8.000	-1466.64	224489.58
SUBTOTAL:		5479.97	4469.55		1010.42	
3	Jan 1, 2009	2739.98	0.00	8.000	2739.98	221749.60
	Jan 24, 2009	0.00	1511.49	8.000	-1511.49	223261.09
4	Feb 1, 2009	2739.98	0.00	8.000	2739.98	220521.11
	Feb 24, 2009	0.00	1503.14	8.000	-1503.14	222024.24
5	Mar 1, 2009	2739.98	0.00	8.000	2739.98	219284.26
	Mar 24, 2009	0.00	1348.75	8.000	-1348.75	220633.01
6	Apr 1, 2009	2739.98	0.00	8.000	2739.98	217893.03
	Apr 24, 2009	0.00	1485.28	8.000	-1485.28	219378.31
7	May 1, 2009	2739.98	0.00	8.000	2739.98	216638.33
	May 24, 2009	0.00	1428.67	8.000	-1428.67	218067.00
8	Jun 1, 2009	2739.98	0.00	8.000	2739.98	215327.02
	Jun 24, 2009	0.00	1467.85	8.000	-1467.85	216794.87
9	Jul 1, 2009	2739.98	0.00	8.000	2739.98	214054.88
	Jul 24, 2009	0.00	1411.69	8.000	-1411.69	215466.57
10	Aug 1, 2009	2739.98	0.00	8.000	2739.98	212726.59
	Aug 24, 2009	0.00	1450.18	8.000	-1450.18	214176.77
11	Sep 1, 2009	2739.98	0.00	8.000	2739.98	211436.79
	Sep 24, 2009	0.00	1441.42	8.000	-1441.42	212878.20
12	Oct 1, 2009	2739.98	0.00	8.000	2739.98	210138.22
	Oct 24, 2009	0.00	1385.93	8.000	-1385.93	211524.15
13	Nov 1, 2009	2739.98	0.00	8.000	2739.98	208784.17
	Nov 24, 2009	0.00	1423.39	8.000	-1423.39	210207.56
14	Dec 1, 2009	2739.98	0.00	8.000	2739.98	207467.58
	Dec 24, 2009	0.00	1368.37	8.000	-1368.37	208835.96
SUBTOTAL:		32879.79	17226.16		15653.63	
15	Jan 1, 2010	2739.98	0.00	8.000	2739.98	206095.97
	Jan 24, 2010	0.00	1405.13	8.000	-1405.13	207501.10
16	Feb 1, 2010	2739.98	0.00	8.000	2739.98	204761.12
	Feb 24, 2010	0.00	1396.06	8.000	-1396.06	206157.18
17	Mar 1, 2010	2739.98	0.00	8.000	2739.98	203417.19
	Mar 24, 2010	0.00	1251.37	8.000	-1251.37	204668.57
18	Apr 1, 2010	2739.98	0.00	8.000	2739.98	201928.59

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
25	Nov 1, 2010	2739.98	0.00	8.000	2739.98	192055.71
	Nov 24, 2010	0.00	1309.73	8.000	-1309.73	193365.44
26	Dec 1, 2010	2739.98	0.00	8.000	2739.98	190625.46
	Dec 24, 2010	0.00	1257.63	8.000	-1257.63	191883.09
SUBTOTAL:		32879.79	15926.92		16952.87	
27	Jan 1, 2011	2739.98	0.00	8.000	2739.98	189143.11
	Jan 24, 2011	0.00	1289.94	8.000	-1289.94	190433.05
28	Feb 1, 2011	2739.98	0.00	8.000	2739.98	187693.06
	Feb 24, 2011	0.00	1280.09	8.000	-1280.09	188973.15
29	Mar 1, 2011	2739.98	0.00	8.000	2739.98	186233.17
	Mar 24, 2011	0.00	1145.91	8.000	-1145.91	187379.08
30	Apr 1, 2011	2739.98	0.00	8.000	2739.98	184639.10
	Apr 24, 2011	0.00	1259.34	8.000	-1259.34	185898.44
31	May 1, 2011	2739.98	0.00	8.000	2739.98	183158.46
	May 24, 2011	0.00	1208.53	8.000	-1208.53	184366.99
32	Jun 1, 2011	2739.98	0.00	8.000	2739.98	181627.01
	Jun 24, 2011	0.00	1238.87	8.000	-1238.87	182865.88
33	Jul 1, 2011	2739.98	0.00	8.000	2739.98	180125.90
	Jul 24, 2011	0.00	1188.59	8.000	-1188.59	181314.49
34	Aug 1, 2011	2739.98	0.00	8.000	2739.98	178574.51
	Aug 24, 2011	0.00	1218.13	8.000	-1218.13	179792.64
35	Sep 1, 2011	2739.98	0.00	8.000	2739.98	177052.66
	Sep 24, 2011	0.00	1207.79	8.000	-1207.79	178260.45
36	Oct 1, 2011	2739.98	0.00	8.000	2739.98	175520.47
	Oct 24, 2011	0.00	1158.31	8.000	-1158.31	176678.78
37	Nov 1, 2011	2739.98	0.00	8.000	2739.98	173938.80
	Nov 24, 2011	0.00	1186.64	8.000	-1186.64	175125.43
38	Dec 1, 2011	2739.98	0.00	8.000	2739.98	172385.45
	Dec 24, 2011	0.00	1137.70	8.000	-1137.70	173523.15
SUBTOTAL:		32879.79	14519.85		18359.94	
39	Jan 1, 2012	2739.98	0.00	8.000	2739.98	170783.16
	Jan 24, 2012	0.00	1162.01	8.000	-1162.01	171945.17
40	Feb 1, 2012	2739.98	0.00	8.000	2739.98	169205.19
	Feb 24, 2012	0.00	1151.32	8.000	-1151.32	170356.51
41	Mar 1, 2012	2739.98	0.00	8.000	2739.98	167616.53
	Mar 24, 2012	0.00	1066.08	8.000	-1066.08	168682.61
42	Apr 1, 2012	2739.98	0.00	8.000	2739.98	165942.62
	Apr 24, 2012	0.00	1129.21	8.000	-1129.21	167071.84
43	May 1, 2012	2739.98	0.00	8.000	2739.98	164331.85
	May 24, 2012	0.00	1081.78	8.000	-1081.78	165413.63
44	Jun 1, 2012	2739.98	0.00	8.000	2739.98	162673.65
	Jun 24, 2012	0.00	1107.06	8.000	-1107.06	163780.71
45	Jul 1, 2012	2739.98	0.00	8.000	2739.98	161040.73
	Jul 24, 2012	0.00	1060.20	8.000	-1060.20	162100.92
46	Aug 1, 2012	2739.98	0.00	8.000	2739.98	159360.94
	Aug 24, 2012	0.00	1084.61	8.000	-1084.61	160445.55
47	Sep 1, 2012	2739.98	0.00	8.000	2739.98	157705.57
	Sep 24, 2012	0.00	1073.40	8.000	-1073.40	158778.97
48	Oct 1, 2012	2739.98	0.00	8.000	2739.98	156038.99
	Oct 24, 2012	0.00	1027.40	8.000	-1027.40	157066.39
49	Nov 1, 2012	2739.98	0.00	8.000	2739.98	154326.40
	Nov 24, 2012	0.00	1050.50	8.000	-1050.50	155376.90
50	Dec 1, 2012	2739.98	0.00	8.000	2739.98	152636.92
	Dec 24, 2012	0.00	1005.09	8.000	-1005.09	153642.01
SUBTOTAL:		32879.79	12998.66		19881.14	
51	Jan 1, 2013	2739.98	0.00	8.000	2739.98	[illegible]

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
58	Aug 1, 2013	2739.98	0.00	8.000	2739.98	138520.76
	Aug 24, 2013	0.00	945.99	8.000	-945.99	139466.74
59	Sep 1, 2013	2739.98	0.00	8.000	2739.98	136726.76
	Sep 24, 2013	0.00	933.80	8.000	-933.80	137660.56
60	Oct 1, 2013	2739.98	0.00	8.000	2739.98	134920.58
	Oct 24, 2013	0.00	891.35	8.000	-891.35	135811.93
61	Nov 1, 2013	2739.98	0.00	8.000	2739.98	133071.95
	Nov 24, 2013	0.00	908.96	8.000	-908.96	133980.91
62	Dec 1, 2013	2739.98	0.00	8.000	2739.98	131240.93
	Dec 24, 2013	0.00	867.16	8.000	-867.16	132108.09
SUBTOTAL:		32879.79	11345.87		21533.93	
63	Jan 1, 2014	2739.98	0.00	8.000	2739.98	129368.10
	Jan 24, 2014	0.00	883.80	8.000	-883.80	130251.90
64	Feb 1, 2014	2739.98	0.00	8.000	2739.98	127511.92
	Feb 24, 2014	0.00	871.19	8.000	-871.19	128383.11
65	Mar 1, 2014	2739.98	0.00	8.000	2739.98	125643.12
	Mar 24, 2014	0.00	774.07	8.000	-774.07	126417.20
66	Apr 1, 2014	2739.98	0.00	8.000	2739.98	123677.21
	Apr 24, 2014	0.00	845.13	8.000	-845.13	124522.34
67	May 1, 2014	2739.98	0.00	8.000	2739.98	121782.36
	May 24, 2014	0.00	804.96	8.000	-804.96	122587.33
68	Jun 1, 2014	2739.98	0.00	8.000	2739.98	119847.34
	Jun 24, 2014	0.00	819.11	8.000	-819.11	120666.45
69	Jul 1, 2014	2739.98	0.00	8.000	2739.98	117926.47
	Jul 24, 2014	0.00	779.61	8.000	-779.61	118706.08
70	Aug 1, 2014	2739.98	0.00	8.000	2739.98	115966.10
	Aug 24, 2014	0.00	792.74	8.000	-792.74	116758.84
71	Sep 1, 2014	2739.98	0.00	8.000	2739.98	114018.85
	Sep 24, 2014	0.00	779.51	8.000	-779.51	114798.36
72	Oct 1, 2014	2739.98	0.00	8.000	2739.98	112058.38
	Oct 24, 2014	0.00	741.03	8.000	-741.03	112799.41
73	Nov 1, 2014	2739.98	0.00	8.000	2739.98	110059.42
	Nov 24, 2014	0.00	752.61	8.000	-752.61	110812.03
74	Dec 1, 2014	2739.98	0.00	8.000	2739.98	108072.05
	Dec 24, 2014	0.00	714.81	8.000	-714.81	108786.86
SUBTOTAL:		32879.79	9558.57		23321.23	
75	Jan 1, 2015	2739.98	0.00	8.000	2739.98	106046.88
	Jan 24, 2015	0.00	725.34	8.000	-725.34	106772.22
76	Feb 1, 2015	2739.98	0.00	8.000	2739.98	104032.24
	Feb 24, 2015	0.00	711.65	8.000	-711.65	104743.89
77	Mar 1, 2015	2739.98	0.00	8.000	2739.98	102003.91
	Mar 24, 2015	0.00	629.00	8.000	-629.00	102632.91
78	Apr 1, 2015	2739.98	0.00	8.000	2739.98	99892.92
	Apr 24, 2015	0.00	683.53	8.000	-683.53	100576.45
79	May 1, 2015	2739.98	0.00	8.000	2739.98	97836.47
	May 24, 2015	0.00	647.51	8.000	-647.51	98483.98
80	Jun 1, 2015	2739.98	0.00	8.000	2739.98	95744.00
	Jun 24, 2015	0.00	655.34	8.000	-655.34	96399.34
81	Jul 1, 2015	2739.98	0.00	8.000	2739.98	93659.36
	Jul 24, 2015	0.00	620.05	8.000	-620.05	94279.40
82	Aug 1, 2015	2739.98	0.00	8.000	2739.98	91539.42
	Aug 24, 2015	0.00	626.77	8.000	-626.77	92166.19
83	Sep 1, 2015	2739.98	0.00	8.000	2739.98	89426.21
	Sep 24, 2015	0.00	612.41	8.000	-612.41	90038.62
84	Oct 1, 2015	2739.98	0.00	8.000	2739.98	87298.64
	Oct 24, 2015	0.00	578.22	8.000	578.22	[illegible]

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
91	May 1, 2016	2739.98	0.00	8.000	2739.98	71914.78
	May 24, 2016	0.00	475.76	8.000	-475.76	72390.55
92	Jun 1, 2016	2739.98	0.00	8.000	2739.98	69650.56
	Jun 24, 2016	0.00	476.74	8.000	-476.74	70127.30
93	Jul 1, 2016	2739.98	0.00	8.000	2739.98	67387.32
	Jul 24, 2016	0.00	446.08	8.000	-446.08	67833.40
94	Aug 1, 2016	2739.98	0.00	8.000	2739.98	65093.41
	Aug 24, 2016	0.00	445.86	8.000	-445.86	65539.28
95	Sep 1, 2016	2739.98	0.00	8.000	2739.98	62799.29
	Sep 24, 2016	0.00	430.32	8.000	-430.32	63229.61
96	Oct 1, 2016	2739.98	0.00	8.000	2739.98	60489.63
	Oct 24, 2016	0.00	400.85	8.000	-400.85	60890.47
97	Nov 1, 2016	2739.98	0.00	8.000	2739.98	58150.49
	Nov 24, 2016	0.00	398.82	8.000	-398.82	58549.31
98	Dec 1, 2016	2739.98	0.00	8.000	2739.98	55809.32
	Dec 24, 2016	0.00	370.16	8.000	-370.16	56179.48
SUBTOTAL:		32879.79	5529.28		27350.51	
99	Jan 1, 2017	2739.98	0.00	8.000	2739.98	53439.50
	Jan 24, 2017	0.00	367.90	8.000	-367.90	53807.40
100	Feb 1, 2017	2739.98	0.00	8.000	2739.98	51067.41
	Feb 24, 2017	0.00	351.78	8.000	-351.78	51419.20
101	Mar 1, 2017	2739.98	0.00	8.000	2739.98	48679.21
	Mar 24, 2017	0.00	301.75	8.000	-301.75	48980.96
102	Apr 1, 2017	2739.98	0.00	8.000	2739.98	46240.98
	Apr 24, 2017	0.00	318.99	8.000	-318.99	46559.97
103	May 1, 2017	2739.98	0.00	8.000	2739.98	43819.98
	May 24, 2017	0.00	292.34	8.000	-292.34	44112.32
104	Jun 1, 2017	2739.98	0.00	8.000	2739.98	41372.34
	Jun 24, 2017	0.00	285.91	8.000	-285.91	41658.25
105	Jul 1, 2017	2739.98	0.00	8.000	2739.98	38918.26
	Jul 24, 2017	0.00	260.10	8.000	-260.10	39178.37
106	Aug 1, 2017	2739.98	0.00	8.000	2739.98	36438.39
	Aug 24, 2017	0.00	252.39	8.000	-252.39	36690.77
107	Sep 1, 2017	2739.98	0.00	8.000	2739.98	33950.79
	Sep 24, 2017	0.00	235.48	8.000	-235.48	34186.27
108	Oct 1, 2017	2739.98	0.00	8.000	2739.98	31446.29
	Oct 24, 2017	0.00	210.97	8.000	-210.97	31657.26
109	Nov 1, 2017	2739.98	0.00	8.000	2739.98	28917.28
	Nov 24, 2017	0.00	201.28	8.000	-201.28	29118.56
110	Dec 1, 2017	2739.98	0.00	8.000	2739.98	26378.58
	Dec 24, 2017	0.00	177.65	8.000	-177.65	26556.23
SUBTOTAL:		32879.79	3256.55		29623.24	
111	Jan 1, 2018	2739.98	0.00	8.000	2739.98	23816.25
	Jan 24, 2018	0.00	166.62	8.000	-166.62	23982.88
112	Feb 1, 2018	2739.98	0.00	8.000	2739.98	21242.89
	Feb 24, 2018	0.00	149.14	8.000	-149.14	21392.03
113	Mar 1, 2018	2739.98	0.00	8.000	2739.98	18652.05
	Mar 24, 2018	0.00	117.47	8.000	-117.47	18769.52
114	Apr 1, 2018	2739.98	0.00	8.000	2739.98	16029.54
	Apr 24, 2018	0.00	113.72	8.000	-113.72	16143.25
115	May 1, 2018	2739.98	0.00	8.000	2739.98	13403.27
	May 24, 2018	0.00	92.33	8.000	-92.33	13495.61
116	Jun 1, 2018	2739.98	0.00	8.000	2739.98	10755.62
	Jun 24, 2018	0.00	77.88	8.000	-77.88	10833.51
117	Jul 1, 2018	2739.98	0.00	8.000	2739.98	8093.53
	Jul 24, 2018	0.00	57.42	8.000	-57.42	8150.95

STATE OF SOUTH CAROLINA	)	**PURCHASE MONEY**
	)	**REAL ESTATE MORTGAGE**
COUNTY OF LEXINGTON	)	

TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the said Ladislao Castrejon and Jesus Brito is indebted to the order of Grady W. Query and O. Grady Query, in the principal sum of Two Hundred Twenty-Five Thousand Five Hundred and 00/100 Dollars ($225,500.00), as is evidenced by my promissory note of even date.

NOW, KNOW ALL MEN, That Ladislao Castrejon and Jesus Brito, hereinafter referred to as "the Mortgagor" in consideration of the said debt and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to Grady W. Query and O. Grady Query, hereinafter referred to as "the Mortgagee" at any time for advances made to or for their account by the Mortgagee, referring specifically to this mortgage transaction, has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the Mortgagee, their heirs and assigns forever:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

TO HAVE AND TO HOLD, all and singular, the said Premises unto the Mortgagee, their heirs and assigns forever.

AND I do hereby bind ourselves, our heirs and assigns, to warrant and forever defend all and singular the said Premises unto the said Grady W. Query and O. Grady Query, their heirs and assigns, from and against me and my heirs, executors, administrators and assigns, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS FURTHER AGREED AND COVENANTED by and between the said parties that the said Ladislao Castrejon and Jesus Brito, their heirs, executors or administrators, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case they shall fail to do so, the said Grady W. Query and O. Grady Query may pay said taxes together with any cost or penalties incurred thereon, or any part thereof, and be reimbursed for the same, together with interest on the amount so paid, at the rate above stated, from the date of such payment, under this mortgage.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to mortgagee. In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this mortgage, with the excess, if any, paid to the mortgagor. In the event of a partial taking of the property, unless the mortgagor and mortgagee otherwise agree in writing, there shall be applied to the sums secured by this mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this mortgage immediately prior to the date of taking bears to the fair market value of the property immediately prior to the date of taking, with the balance of the proceeds paid to the mortgagee.

Extension of the time for payment or modification of amortization of the sums secured by this mortgage granted by the mortgagee to any successor in interest of the mortgagor shall not operate to release, in any manner, the liability of the original mortgagor and mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by the original mortgagor and mortgagor's successors in interest.

If all or any part of the property or an interest therein is sold or transferred by mortgagor without mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to mortgagees and that the interest payable on the sums secured by this mortgage shall be at such rate as mortgagee shall request. If mortgagee has waived the option to accelerate provided herein, and if mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the mortgagee, the mortgagee shall release mortgagor from all obligations under this mortgage and the note.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the party to these Presents, that if the said Ladislao Castrejon and Jesus Brito do and shall well and truly pay, or cause to be paid, unto the said Grady W. Query and O. Grady Query the said debt or sum of money aforesaid, according to the true intent and meaning of the above terms, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS FURTHER AGREED AND COVENANTED, between the said parties, that in case the debt secured by this mortgage, or any part thereof, be collected by suit or action, or this mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure,

the said mortgagors, their heirs, executors, administrators or assigns, shall be chargeable with all costs of collection, including a reasonable attorney's fee, which shall be due and payable at once; which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

WITNESS our Hands and Seal this ___ day of September in the year of our Lord 2008 and in the Two Hundred and Thirty-Third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

_____	_____
Witness # 1	Ladislao Castrejon
_____	_____
Witness # 2	Jesus Brito

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Ladislao Castrejon and Jesus Brito sign, seal and as their act and deed, deliver the within written instrument; and that he/she with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this ___)
day of September, 2008.)
)
)
)
_____) _____

Notary Public for South Carolina (Witness #1 signs here, also)
My commission expires:_____

EXHIBIT "A"

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, Tax District No. 4G, one-half (1/2) mile northeast of the Town of Gaston, containing 11.29 acres, more or less, known as Highway 321, Gaston, SC and being more particularly described on a plat of survey by Jeffrey H. Davenport, dated September 3, 2008, and recorded in the Register of Deeds Office for Lexington County on September 8, 2008, in Plat Book 13135, Page 14, said plat incorporated herein by reference.

This tract TMS # 010100-02-017, is the identical tract conveyed to Ladislao Castrejon and Jesus Brito by deed of Grady W. Query and O. Grady Query, dated September ____, 2008, and recorded in the Register of Deeds Office for Lexington County on September _____, 2008, in Deed Book ____, at page _____.

BRITO & CASTREJON, INC (DOMESTIC PROFIT) *Officers*

16 FOREST PKWY,BLG C 11-19
FOREST PARK, GA 30297

Control #	Status	Filing Date	Last AR Paid	Jurisdiction
0522271	ACTIVE/COMPLIANCE	04/06/2005	03/09/2006	GEORGIA

Registered Agent	Agent Address		Agent County
JESUS BRITO	16 FOREST PKWY, # C 11-19	FOREST PARK, GA 30297	CLAYTON

QUERY SAUTTER GLISERMAN & PRICE, LLC

ATTORNEYS AND COUNSELORS AT LAW

THE WAPPOO CENTRE
147 WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SOUTH CAROLINA 29412

TELEPHONE 843.795.9500 FACSIMILE 843.762.1500

WWW.QSCLAWYERS.COM

O. GRADY QUERY
MICHAEL W. SAUTTER
BENTLEY D. PRICE
MICHÈLE PATRÃO FORSYTHE
ROMAN V. HAMMES

OF COUNSEL
SAUL GLISERMAN
LICENSED IN SC AND MA

FACSIMILE TRANSMITTAL SHEET

TO: J.A. Hudnall

NUMBER: 1-803-321-3991

FROM: Tracey O'Brien
Assistant to O. Grady Query

DATE: September 23, 2008

SUBJECT: **Castrejon closing for Gaston**

TOTAL PAGES: _____ (including cover sheet)

MESSAGE

Attached please find the relevant signature pages.
I will mail the originals to you today.
Tracey O'Brien
Assistant to O. Grady Query

NOTICE

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QUERY SAUTTER GLISERMAN & PRICE, LLC

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MICHAEL W. SAUTTER
BENTLEY D. PRICE
MICHÈLE PATRÃO FORSYTHE
ROMAN V. HAMMES

OF COUNSEL
SAUL GLISERMAN
LICENSED IN SC AND MA

September 9, 2007

J. A. Hudnall
Samuel H. Jefcoat, Attorney at Law
PO Box 397
Newberry, South Carolina 29108

RE: Castrejon Closing for Gaston

Dear Ms. Hudnall:

Enclosed please find documents regarding the referenced matter signed by O. Grady Query and Grady W. Query.

Please contact my office at the number above with any questions or comments.

With kindest regards, I am

Very truly yours,

T O'Brien

Tracey O'Brien
Assistant to O. Grady Query

enclosures

SUMMERVILLE OFFICE
107 WEST 5TH NORTH STREET
SUMMERVILLE, SC 29484
TELEPHONE 843.821.3000
FACSIMILE 843.821.2359

QUERY SAUTTER GLISERMAN & PRICE, LLC

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ROMAN V. HAMMES

OF COUNSEL
SAUL GLISERMAN
*LICENSED IN SC AND MA

FACSIMILE TRANSMITTAL SHEET

TO: Tommy Dawson

NUMBER: 803.269.1700

FROM: Tracey O'Brien

DATE: 3-27-08

SUBJECT:

TOTAL PAGES: _____ (including cover sheet)

MESSAGE

cc: David Fisher - BB&T - 803-345-0781

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Jodi Hudnall

From: Jodi Hudnall [jodi@samjefcoat.com]
Sent: Tuesday, August 12, 2008 11:50 AM
To: 'query@bellsouth.net'
Subject: Hwy 321, Gaston SC

Mr. Query,

We are assisting Mr. Castrejon with the purchase of your property mentioned above. I am preparing the closing paperwork for the closing scheduled for Wednesday, August 21, 2008 at 11:00 a.m. and I have a few questions.

Send US
1. Do you plan to attend the closing or would you like the closing documents forwarded to you for signing?
2. Since this is owner financing, do you plan to prepare the note and mortgage yourself and forward to me or would you like me to prepare?
3. Are you preparing the Deed or would you like for me to prepare?
4. Do you know the 911 address of this property?
5. Please provide me with your SSN for the real estate 1099.
6. On the present mortgage, do you intend to pay off or will this mortgage remain of record?

2nd

Thanks so much and I look forward to working with you on this matter.

J. A. Hudnall

Jodi A. Hudnall, Paralegal
Samuel H. Jefcoat, Attorney at Law LLC
Post Office Box 397
1501 Main Street
Newberry, South Carolina 29108
803-321-2321 Telephone
803-321-3991 Fax
jodi@samjefcoat.com

Me

[redacted]

Dads

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
6-Hearing
11-21-13 VA

8/15/2011
11:49:28 AM

CUSTOM LOAN

TABLE SUMMARY

Kind of amortization	American Mortgage	Present Value	225,500.00
Compounding	Monthly	Future Value	0.00
Days in year	365 (Standard year)	Principal	225,500.00
Constant interest	No	Interest	103,404.29
Interest rounding	Yes	Total	328,904.29
Default month-end day	28	Start date	9/24/2008
Default semi-monthly installment days		First installment date	11/1/2008
Day 1	1	Last installment date	10/1/2018
Day 2	16	Number of installments	120
		Duration	10 years, 1 month

INTEREST RATES

DATE	NOMINAL RATE	EFFECTIVE RATE	DATE	NOMINAL RATE	EFFECTIVE RATE
9/24/2008	8.000%	8.29995068075107%			

ACCUMULATIONS FOR THE PERIOD OF 9/24/2008 TO 10/1/2018

PERIOD	START DATE	END DATE	INTEREST	PRINCIPAL	TOTAL
Year	1/1/2008	12/31/2008	3,356.72	2,123.24	5,479.96
Year	1/1/2009	12/31/2009	17,305.83	15,573.93	32,879.76
Year	1/1/2010	12/31/2010	16,013.18	16,866.58	32,879.76
Year	1/1/2011	12/31/2011	14,613.26	18,266.50	32,879.76
Year	1/1/2012	12/31/2012	13,136.72	19,743.04	32,879.76
Year	1/1/2013	12/31/2013	11,458.50	21,421.26	32,879.76
Year	1/1/2014	12/31/2014	9,680.55	23,199.21	32,879.76
Year	1/1/2015	12/31/2015	7,755.03	25,124.73	32,879.76
Year	1/1/2016	12/31/2016	5,688.09	27,191.67	32,879.76
Year	1/1/2017	12/31/2017	3,412.79	29,466.97	32,879.76
Year	1/1/2018	12/31/2018	983.62	26,522.87	27,506.49
Final	9/24/2008	10/1/2018	103,404.29	225,500.00	328,904.29

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
7-Hearing
11-21-13 VH

8/15/2011
11:49:28 AM

CUSTOM LOAN

AMORTIZATION SCHEDULE
FOR THE PERIOD OF 9/24/2008 TO 10/1/2018

NBR	DATE	INTEREST	PRINCIPAL	TOTAL	INTEREST TO DATE	PRINCIPAL TO DATE	BALANCE
0	9/24/2008	0.00	0.00	0.00	0.00	0.00	225,500.00
1	11/1/2008	1,879.70	860.28	2,739.98	1,879.70	860.28	224,639.72
2	12/1/2008	1,477.02	1,262.96	2,739.98	3,356.72	2,123.24	223,376.76
3	1/1/2009	1,517.83	1,222.15	2,739.98	4,874.55	3,345.39	222,154.61
4	2/1/2009	1,509.53	1,230.45	2,739.98	6,384.08	4,575.84	220,924.16
5	3/1/2009	1,355.45	1,384.53	2,739.98	7,739.53	5,960.37	219,539.63
6	4/1/2009	1,491.76	1,248.22	2,739.98	9,231.29	7,208.59	218,291.41
7	5/1/2009	1,435.28	1,304.70	2,739.98	10,666.57	8,513.29	216,986.71
8	6/1/2009	1,474.41	1,265.57	2,739.98	12,140.98	9,778.86	215,721.14
9	7/1/2009	1,418.38	1,321.60	2,739.98	13,559.36	11,100.46	214,399.54
10	8/1/2009	1,456.84	1,283.14	2,739.98	15,016.20	12,383.60	213,116.40
11	9/1/2009	1,448.12	1,291.86	2,739.98	16,464.32	13,675.46	211,824.54
12	10/1/2009	1,392.76	1,347.22	2,739.98	17,857.08	15,022.68	210,477.32
13	11/1/2009	1,430.18	1,309.80	2,739.98	19,287.26	16,332.48	209,167.52
14	12/1/2009	1,375.29	1,364.69	2,739.98	20,662.55	17,697.17	207,802.83
15	1/1/2010	1,412.01	1,327.97	2,739.98	22,074.56	19,025.14	206,474.86
16	2/1/2010	1,402.99	1,336.99	2,739.98	23,477.55	20,362.13	205,137.87
17	3/1/2010	1,258.60	1,481.38	2,739.98	24,736.15	21,843.51	203,656.49
18	4/1/2010	1,383.84	1,356.14	2,739.98	26,119.99	23,199.65	202,300.35
19	5/1/2010	1,330.13	1,409.85	2,739.98	27,450.12	24,609.50	200,890.50
20	6/1/2010	1,365.04	1,374.94	2,739.98	28,815.16	25,984.44	199,515.56
21	7/1/2010	1,311.82	1,428.16	2,739.98	30,126.98	27,412.60	198,087.40
22	8/1/2010	1,345.99	1,393.99	2,739.98	31,472.97	28,806.59	196,693.41
23	9/1/2010	1,336.52	1,403.46	2,739.98	32,809.49	30,210.05	195,289.95
24	10/1/2010	1,284.04	1,455.94	2,739.98	34,093.53	31,665.99	193,834.01
25	11/1/2010	1,317.09	1,422.89	2,739.98	35,410.62	33,088.88	192,411.12
26	12/1/2010	1,265.11	1,474.87	2,739.98	36,675.73	34,563.75	190,936.25
27	1/1/2011	1,297.40	1,442.58	2,739.98	37,973.13	36,006.33	189,493.67
28	2/1/2011	1,287.60	1,452.38	2,739.98	39,260.73	37,458.71	188,041.29
29	3/1/2011	1,153.70	1,586.28	2,739.98	40,414.43	39,044.99	186,455.01
30	4/1/2011	1,266.95	1,473.03	2,739.98	41,681.38	40,518.02	184,981.98
31	5/1/2011	1,216.26	1,523.72	2,739.98	42,897.64	42,041.74	183,458.26
32	6/1/2011	1,246.59	1,493.39	2,739.98	44,144.23	43,535.13	181,964.87
33	7/1/2011	1,196.43	1,543.55	2,739.98	45,340.66	45,078.68	180,421.32
34	8/1/2011	1,225.95	1,514.03	2,739.98	46,566.61	46,592.71	178,907.29
35	9/1/2011	1,215.67	1,524.31	2,739.98	47,782.28	48,117.02	177,382.98
36	10/1/2011	1,166.30	1,573.68	2,739.98	48,948.58	49,690.70	175,809.30
37	11/1/2011	1,194.62	1,545.36	2,739.98	50,143.20	51,236.06	174,263.94
38	12/1/2011	1,145.79	1,594.19	2,739.98	51,288.99	52,830.25	172,669.75
39	1/1/2012	1,173.28	1,566.70	2,739.98	52,462.27	54,396.95	171,103.05
40	2/1/2012	1,162.64	1,577.34	2,739.98	53,624.91	55,974.29	169,525.71
41	3/1/2012	1,077.37	1,662.61	2,739.98	54,702.28	57,636.90	167,863.10
42	4/1/2012	1,140.62	1,599.36	2,739.98	55,842.90	59,236.26	166,263.74
43	5/1/2012	1,093.19	1,646.79	2,739.98	56,936.09	60,883.05	164,616.95
44	6/1/2012	1,118.56	1,621.42	2,739.98	58,054.65	62,504.47	162,995.53
45	7/1/2012	1,071.70	1,668.28	2,739.98	59,126.35	64,172.75	161,327.25
46	8/1/2012	1,096.21	1,643.77	2,739.98	60,222.56	65,816.52	159,683.48
47	9/1/2012	1,085.04	1,654.94	2,739.98	61,307.60	67,471.46	158,028.54
48	10/1/2012	1,039.04	1,700.94	2,739.98	62,346.64	69,172.40	156,327.60
49	11/1/2012	1,062.24	1,677.74	2,739.98	63,408.88	70,850.14	154,649.86
50	12/1/2012	1,016.83	1,723.15	2,739.98	64,425.71	72,573.29	152,926.71

CUSTOM LOAN

AMORTIZATION SCHEDULE
FOR THE PERIOD OF 9/24/2008 TO 10/1/2018

NBR	DATE	INTEREST	PRINCIPAL	TOTAL	INTEREST TO DATE	PRINCIPAL TO DATE	BALANCE
51	1/1/2013	1,039.13	1,700.85	2,739.98	65,464.84	74,274.14	151,225.86
52	2/1/2013	1,027.57	1,712.41	2,739.98	66,492.41	75,986.55	149,513.45
53	3/1/2013	917.32	1,822.66	2,739.98	67,409.73	77,809.21	147,690.79
54	4/1/2013	1,003.55	1,736.43	2,739.98	68,413.28	79,545.64	145,954.36
55	5/1/2013	959.66	1,780.32	2,739.98	69,372.94	81,325.96	144,174.04
56	6/1/2013	979.66	1,760.32	2,739.98	70,352.60	83,086.28	142,413.72
57	7/1/2013	936.38	1,803.60	2,739.98	71,288.98	84,889.88	140,610.12
58	8/1/2013	955.44	1,784.54	2,739.98	72,244.42	86,674.42	138,825.58
59	9/1/2013	943.31	1,796.67	2,739.98	73,187.73	88,471.09	137,028.91
60	10/1/2013	900.97	1,839.01	2,739.98	74,088.70	90,310.10	135,189.90
61	11/1/2013	918.61	1,821.37	2,739.98	75,007.31	92,131.47	133,368.53
62	12/1/2013	876.90	1,863.08	2,739.98	75,884.21	93,994.55	131,505.45
63	1/1/2014	893.57	1,846.41	2,739.98	76,777.78	95,840.96	129,659.04
64	2/1/2014	881.03	1,858.95	2,739.98	77,658.81	97,699.91	127,800.09
65	3/1/2014	784.10	1,955.88	2,739.98	78,442.91	99,655.79	125,844.21
66	4/1/2014	855.11	1,884.87	2,739.98	79,298.02	101,540.66	123,959.34
67	5/1/2014	815.04	1,924.94	2,739.98	80,113.06	103,465.60	122,034.40
68	6/1/2014	829.22	1,910.76	2,739.98	80,942.28	105,376.36	120,123.64
69	7/1/2014	789.82	1,950.16	2,739.98	81,732.10	107,326.52	118,173.48
70	8/1/2014	802.98	1,937.00	2,739.98	82,535.08	109,263.52	116,236.48
71	9/1/2014	789.82	1,950.16	2,739.98	83,324.90	111,213.68	114,286.32
72	10/1/2014	751.44	1,988.54	2,739.98	84,076.34	113,202.22	112,297.78
73	11/1/2014	763.06	1,976.92	2,739.98	84,839.40	115,179.14	110,320.86
74	12/1/2014	725.36	2,014.62	2,739.98	85,564.76	117,193.76	108,306.24
75	1/1/2015	735.94	2,004.04	2,739.98	86,300.70	119,197.80	106,302.20
76	2/1/2015	722.32	2,017.66	2,739.98	87,023.02	121,215.46	104,284.54
77	3/1/2015	639.82	2,100.16	2,739.98	87,662.84	123,315.62	102,184.38
78	4/1/2015	694.34	2,045.64	2,739.98	88,357.18	125,361.26	100,138.74
79	5/1/2015	658.42	2,081.56	2,739.98	89,015.60	127,442.82	98,057.18
80	6/1/2015	666.29	2,073.69	2,739.98	89,681.89	129,516.51	95,983.49
81	7/1/2015	631.10	2,108.88	2,739.98	90,312.99	131,625.39	93,874.61
82	8/1/2015	637.87	2,102.11	2,739.98	90,950.86	133,727.50	91,772.50
83	9/1/2015	623.59	2,116.39	2,739.98	91,574.45	135,843.89	89,656.11
84	10/1/2015	589.49	2,150.49	2,739.98	92,163.94	137,994.38	87,505.62
85	11/1/2015	594.60	2,145.38	2,739.98	92,758.54	140,139.76	85,360.24
86	12/1/2015	561.25	2,178.73	2,739.98	93,319.79	142,318.49	83,181.51
87	1/1/2016	565.21	2,174.77	2,739.98	93,885.00	144,493.26	81,006.74
88	2/1/2016	550.44	2,189.54	2,739.98	94,435.44	146,682.80	78,817.20
89	3/1/2016	500.90	2,239.08	2,739.98	94,936.34	148,921.88	76,578.12
90	4/1/2016	520.34	2,219.64	2,739.98	95,456.68	151,141.52	74,358.48
91	5/1/2016	488.91	2,251.07	2,739.98	95,945.59	153,392.59	72,107.41
92	6/1/2016	489.97	2,250.01	2,739.98	96,435.56	155,642.60	69,857.40
93	7/1/2016	459.32	2,280.66	2,739.98	96,894.88	157,923.26	67,576.74
94	8/1/2016	459.18	2,280.80	2,739.98	97,354.06	160,204.06	65,295.94
95	9/1/2016	443.68	2,296.30	2,739.98	97,797.74	162,500.36	62,999.64
96	10/1/2016	414.23	2,325.75	2,739.98	98,211.97	164,826.11	60,673.89
97	11/1/2016	412.28	2,327.70	2,739.98	98,624.25	167,153.81	58,346.19
98	12/1/2016	383.63	2,356.35	2,739.98	99,007.88	169,510.16	55,989.84
99	1/1/2017	380.45	2,359.53	2,739.98	99,388.33	171,869.69	53,630.31
100	2/1/2017	364.42	2,375.56	2,739.98	99,752.75	174,245.25	51,254.75
101	3/1/2017	314.47	2,425.51	2,739.98	100,067.22	176,670.76	48,829.24

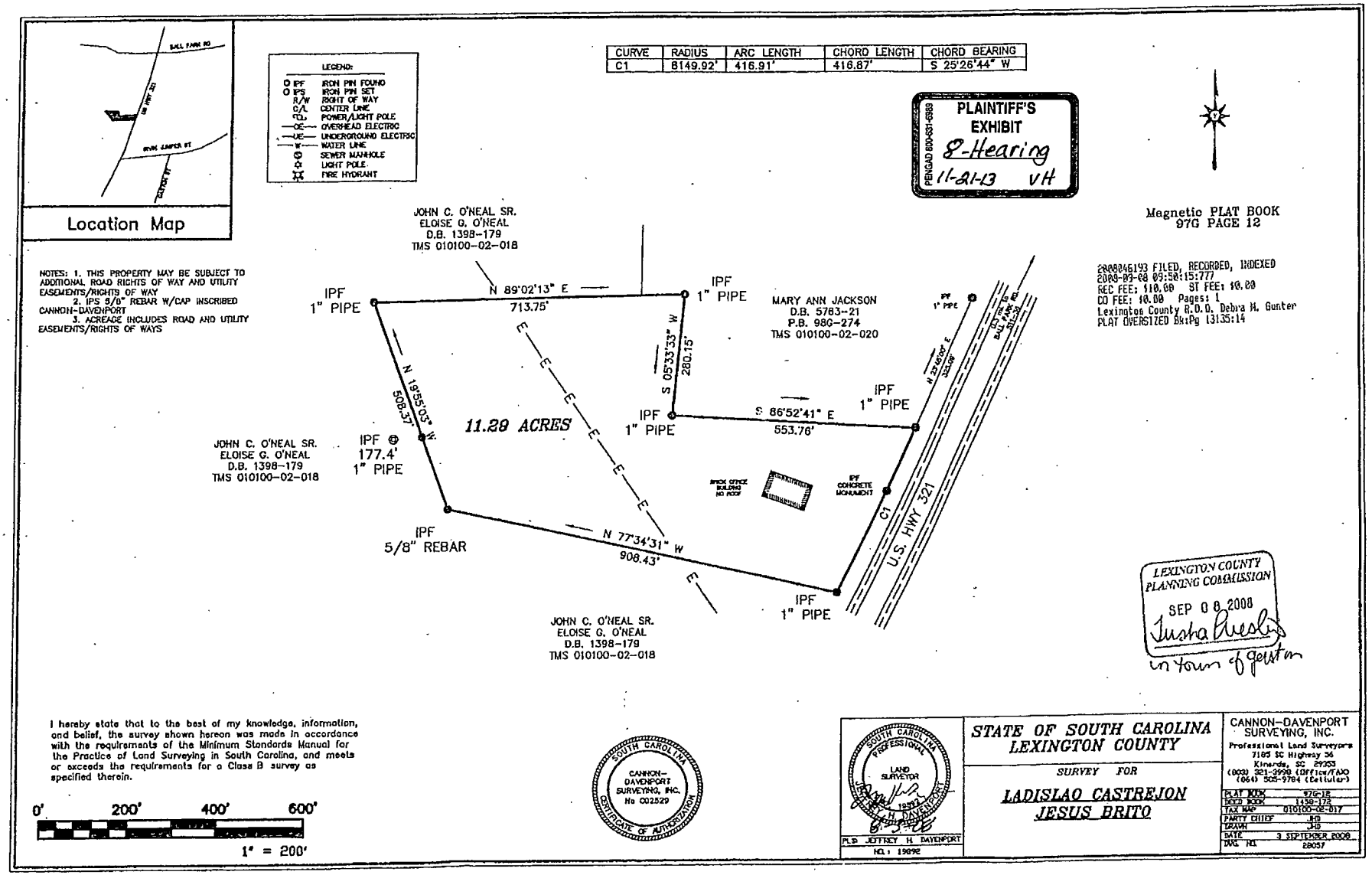
8/15/2011
11:49:28 AM

CUSTOM LOAN

AMORTIZATION SCHEDULE
FOR THE PERIOD OF 9/24/2008 TO 10/1/2018

NBR	DATE	INTEREST	PRINCIPAL	TOTAL	INTEREST TO DATE	PRINCIPAL TO DATE	BALANCE
102	4/1/2017	331.79	2,408.19	2,739.98	100,399.01	179,078.95	46,421.05
103	5/1/2017	305.22	2,434.76	2,739.98	100,704.23	181,513.71	43,986.29
104	6/1/2017	298.88	2,441.10	2,739.98	101,003.11	183,954.81	41,545.19
105	7/1/2017	273.16	2,466.82	2,739.98	101,276.27	186,421.63	39,078.37
106	8/1/2017	265.54	2,474.44	2,739.98	101,541.81	188,896.07	36,603.93
107	9/1/2017	248.72	2,491.26	2,739.98	101,790.53	191,387.33	34,112.67
108	10/1/2017	224.29	2,515.69	2,739.98	102,014.82	193,903.02	31,596.98
109	11/1/2017	214.70	2,525.28	2,739.98	102,229.52	196,428.30	29,071.70
110	12/1/2017	191.15	2,548.83	2,739.98	102,420.67	198,977.13	26,522.87
111	1/1/2018	180.22	2,559.76	2,739.98	102,600.89	201,536.89	23,963.11
112	2/1/2018	162.83	2,577.15	2,739.98	102,763.72	204,114.04	21,385.96
113	3/1/2018	131.21	2,608.77	2,739.98	102,894.93	206,722.81	18,777.19
114	4/1/2018	127.59	2,612.39	2,739.98	103,022.52	209,335.20	16,164.80
115	5/1/2018	106.28	2,633.70	2,739.98	103,128.80	211,968.90	13,531.10
116	6/1/2018	91.94	2,648.04	2,739.98	103,220.74	214,616.94	10,883.06
117	7/1/2018	71.56	2,668.42	2,739.98	103,292.30	217,285.36	8,214.64
118	8/1/2018	55.82	2,684.16	2,739.98	103,348.12	219,969.52	5,530.48
119	9/1/2018	37.58	2,702.40	2,739.98	103,385.70	222,671.92	2,828.08
120	10/1/2018	18.59	2,828.08	2,846.67	103,404.29	225,500.00	0.00

End of Report


Location Map
LEGEND:
IPF IRON PIN FOUND
IPS IRON PIN SET
R/W RIGHT OF WAY
C/L CENTER LINE
POWER/LIGHT POLE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
WATER LINE
SEWER MANHOLE
LIGHT POLE
FIRE HYDRANT
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING
C1 | 8149.92' | 416.91' | 416.87' | S 25°26'44" W
PLAINTIFF'S EXHIBIT
8-Hearing
11-21-13 VH
Magnetic PLAT BOOK 97G PAGE 12
NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY
2. IPS 5/8" REBAR W/CAP INSCRIBED CANNON-DAVENPORT
3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS
JOHN C. O'NEAL SR.
ELOISE G. O'NEAL
D.B. 1398-179
TMS 010100-02-018
IPF 1" PIPE
N 89°02'13" E
713.75'
IPF 1" PIPE
MARY ANN JACKSON
D.B. 5783-21
P.B. 98G-274
TMS 010100-02-020
S 05°33'33" W
280.15'
N 19°55'03" W
508.37'
11.28 ACRES
IPF 1" PIPE
S 86°52'41" E
553.76'
IPF 1" PIPE
JOHN C. O'NEAL SR.
ELOISE G. O'NEAL
D.B. 1398-179
TMS 010100-02-018
IPF 177.4' 1" PIPE
IPF 5/8" REBAR
N 77°34'31" W
908.43'
IPF 1" PIPE
C1
U.S. HWY 321
JOHN C. O'NEAL SR.
ELOISE G. O'NEAL
D.B. 1398-179
TMS 010100-02-018
2008046193 FILED, RECORDED, INDEXED
2008-09-08 09:58:15:777
REC FEE: $10.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 1
Lexington County R.O.D. Debra H. Gunter
PLAT OVERSIZED Bk:Pg 13135:14
LEXINGTON COUNTY PLANNING COMMISSION
SEP 08 2008
I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.
0' 200' 400' 600'
1" = 200'
SOUTH CAROLINA CANNON-DAVENPORT SURVEYING, INC. No C02529 CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR 19892 JEFFREY H. DAVENPORT
PLS JEFFREY H. DAVENPORT
NO.: 19892
STATE OF SOUTH CAROLINA
LEXINGTON COUNTY
SURVEY FOR
LADISLAO CASTREJON
JESUS BRITO
CANNON-DAVENPORT SURVEYING, INC.
Professional Land Surveyors
7105 SC Highway 34
Kiawah, SC 29253
(803) 321-3990 (Office/FAX)
(864) 505-9784 (Cellular)
PLAT BOOK 97G-18
DEED BOOK 1398-179
TAX MAP 010100-02-017
PARTY CHIEF BG
DRAWN JAB
DATE 3 SEPTEMBER 2008
DWG. NO. 28057

QUERY SAUTTER GLISERMAN & PRICE, LLC

ATTORNEYS AND COUNSELORS AT LAW

THE WAPPOO CENTRE
147 WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON, SOUTH CAROLINA 29412

TELEPHONE 843.795.9500 FACSIMILE 843.762.1500

WWW.QSCLAWYERS.COM

O. GRADY QUERY
MICHAEL W. SAUTTER
BENTLEY D. PRICE
MICHÈLE PATRÃO FORSYTHE
ROMAN V. HAMMES

OF COUNSEL
SAUL GLISERMAN
LICENSED IN SC AND MA

FACSIMILE TRANSMITTAL SHEET

TO: J.A. Hudnall

NUMBER: 1-803-321-3991

FROM: Tracey O'Brien
Assistant to O. Grady Query

DATE: September 23, 2008

SUBJECT: **Castrejon closing for Gaston**

TOTAL PAGES: _____ (including cover sheet)

MESSAGE

Attached please find the relevant signature pages.
I will mail the originals to you today.
Tracey O'Brien
Assistant to O. Grady Query

PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT
9-Hearing
11-21-13 VH

NOTICE

The information contained in this facsimile message is subject to attorney-client privilege, and/or attorney work product privilege, and is confidential information intended only for the use of the individual, or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error please immediately notify ***Tracey O'Brien*** *by telephone at (843) 795-9500.*

Tracey O'Brien

From: Tommy Dawson [tommydawson@sc.rr.com]
Sent: Friday, December 19, 2008 11:54 AM
To: Tracey O'Brien
Subject: FW: Emailing: Hwy 321

Attachments: Hwy 321.pdf

Hwy 321.pdf (377 KB)

-----Original Message-----
From: Tommy Dawson [mailto:tommydawson@sc.rr.com]
Sent: Tuesday, August 12, 2008 7:40 AM
To: 'jodi@samjefcoat.com'
Subject: Emailing: Hwy 321

Jodi,
If you have any questions I can be reached at 269-1700.
Best Regards,
Tommy Dawson

Your message is ready to be sent with the following file or link attachments:

Hwy 321

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

PLAINTIFF'S EXHIBIT
10 - Hearing
11-21-13 JH

ROA-458

E Sam@Jeffcoat.com) Jodi
fx 803-321-3491
P 321-2321
321-6209

Evan

Sam Jeffcoat
Jodi

8-11-08

Closing 8-27-08 11:00 Am

Sales Price 302,500
Earnest Money 2,000 in trust Remax Metro

Owner Financing Terms
75,000 Down
Mortgage Amount 227,500 @ 8% for 10 years

Commission Remax Metro Associates 7.5%
690B Columbiana Dr
Columbia SC 29212

Agent Tommy Dawson
803-269-1700
fx 803 749-5810
E tommydawson@SC.RR.com

Owner Grady Query
147 Wappoo Creek Drive
Charleston SC 29412
P 843-795-9500
fx 843-762-1500
WWW.qsglawers.com

LADISLAO CASTREJON
1317 PET SITES RD
CHAPIN, SC 29036

1115
07-160/532
28001

3/27/08
Date

PAY to the order of RE/MAX METRO $ 2000.00

TWO THOUSAND AND 00/100 Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

Elite

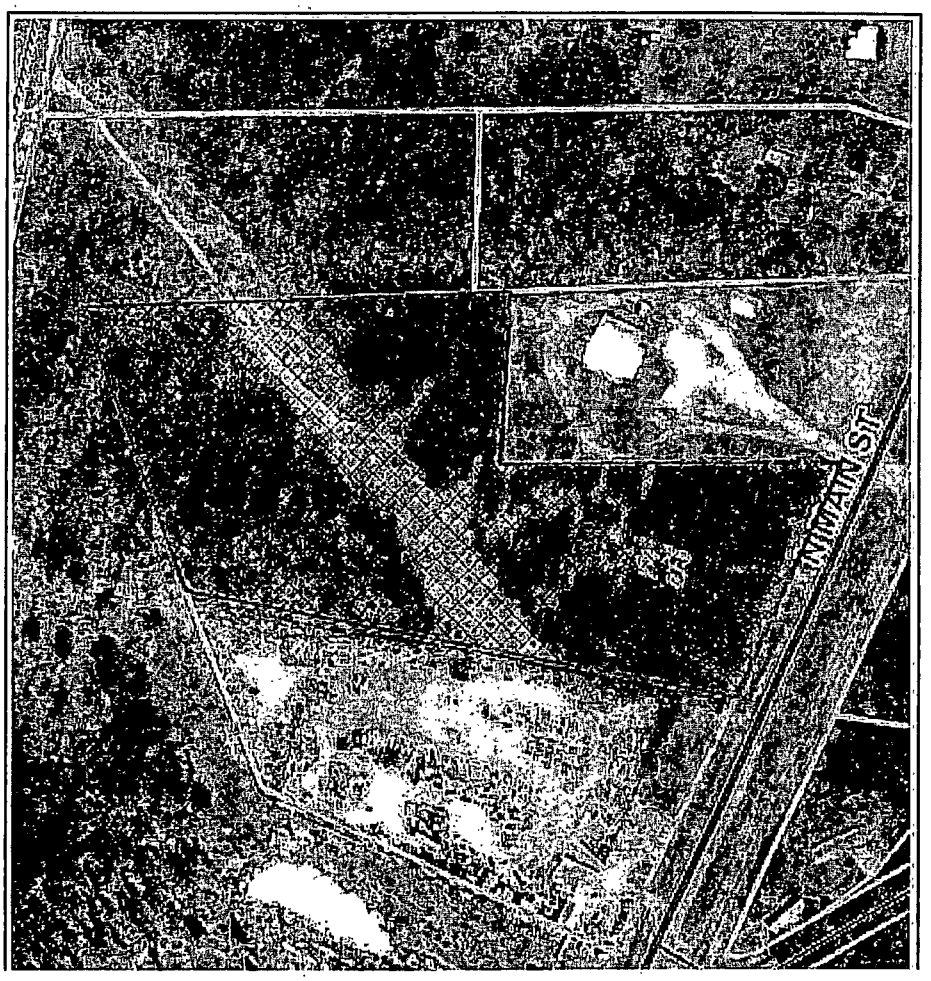
For

Signature LADISLAO CASTREJON

[redacted]

DEFENDANT'S EXHIBIT
1-Hearing
11-21-13 VH
PENGAD 800-631-6989

SUMMARY APPRAISAL REPORT OF 11.29 ACRES ON THE WEST SIDE OF HIGHWAY 321, GASTON, LEXINGTON COUNTY, SOUTH CAROLINA



AS OF:

September 24, 2008

BY:

ROSEN APPRAISAL ASSOCIATES

DEFENDANT'S EXHIBIT
d-Hearing
11-21-13 VH
PENGAD 800-631-6989

Rosen Appraisal Associates

1717 LAUREL STREET
COLUMBIA, SC 29201-2624

Real Estate Appraisers and Consultants – Serving the Public Since 1956

JOSEPH B. ROSEN, MAI, SRA, ASA
HARVEY J. ROSEN, SRA
TOBY M. BROOKS
STEPHANIE MASSEY
DAISY RIVERA
TERRY ALLEN

MAIL ADDRESS: P.O. BOX 28
COLUMBIA, SC 29202-0028
PHONE: 803-252-9321
FAX: 803-765-9889
E-MAIL: rosenappraisal28@bellsouth.net

November 15, 2013
File 13-237

Mr. Allen Bullard
Attorney at Law
Montgomery Willard, LLC
1002 Calhoun Street
Columbia, SC 29201

Dear Mr. Bullard:

At your request, I have inspected and evaluated for appraisal the 11.29 acres on the west side of Highway 321, Gaston, Lexington County, South Carolina. It is shown on Lexington County Tax Map 10100 in Block 02 as Lot 017. No Certificate of Title was available in order to ascertain easements and other items could be recognized and analyzed. The purpose of this appraisal is to estimate the market value of the Fee Simple Interest of the subject property as of September 24, 2008.

This is a **Summary Appraisal Report** and is intended to comply with the reporting requirements of Standard II of the Uniform Standards of Professional Appraisal Practice of the Appraisal Institute and the Appraisal Foundation. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report. As a result of the investigation and analysis of the data collected, it is my opinion that the Market Value of the Fee Simple Interest as of September 24, 2008, is:

THREE HUNDRED FIFTEEN THOUSAND DOLLARS
($315,000)

A description of the property appraised and an explanation of the valuation procedures utilized are contained in the body of the attached report. Your attention is also directed to the Limiting Conditions and Assumptions upon which the value conclusions are contingent.

Respectfully submitted,

Joseph B. Rosen, MAI, SRA
State Certified General Real Estate Appraiser #CG177

JBR:tha

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

LOCATION:	11.29 acres on the west side of US Highway 321 between Irvin Jumper Street and Jimmy Martin Circle in Gaston, Lexington County, South Carolina	
TAX MAP:	10100 Block 02 as Lot 017	
PROPERTY SIZE AND TYPE:	11.29 acres of vacant land	
DATE OF INSPECTION:	November 14, 2013	
DATE OF VALUATION:	September 24, 2008	
DATE OF APPRAISAL:	November 15, 2013	
OBJECTIVE:	Estimate the Market Value of the Fee Simple Interest of the subject property.	
ZONING:	None	
HIGHEST AND BEST USE:	As Vacant – Retail building or buildings for front portion of subject and warehouse uses for the rear.	
VALUE INDICATIONS:	LAND VALUE PER ACRE:	$28,000
	COST APPROACH:	Omitted
	SALES COMPARISON APPROACH:	$315,000
	INCOME CAPITALIZATION APPROACH:	Omitted
	FINAL VALUE ESTIMATE:	$315,000

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements and facts contained in the report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct, and no pertinent facts affecting marketability have been knowingly withheld.

2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

3. I have no present interest or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

4. My compensation is not contingent upon the reporting of a pre-determined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

5. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

6. The use of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.

7. I have made a personal inspection of the property that is the subject of this report.

8. No one provided significant professional assistance to the undersigned.

9. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.

10. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

11. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Joseph B. Rosen

Joseph B. Rosen, MAI, SRA, ASA
State Certified General Real Estate Appraiser #CG177

11/15/13
Date

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STATEMENT AND AGREEMENT AS TO LIMITING CONDITIONS AND ASSUMPTIONS

The use of this appraisal report for any purpose signifies the reading and acceptance of all assumptions, attachments and limiting conditions. These conditions are a part of the appraisal report, they are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value indication for the subject property based upon the appraiser's observations as to the subject property and the real estate market. This appraisal report is an economic study to estimate value as defined in the report. It is not an engineering, construction, environmental, legal or architectural study nor survey and no such expertise is implied. No testings of material, equipment, soils, water, air or vegetation were made on or off site.

The limiting conditions and assumptions, which follow, apply to each and every property identified for valuation in this report, unless otherwise indicated.

Assumptions relevant to the acceptance and completion of this appraisal assignment:

1. No responsibility is assumed for matters of a legal or technical nature which might affect the property being appraised or the title thereto. The title is assumed to be good and marketable unless stated otherwise.
2. The property is appraised as though free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans/floor plans and other illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the subject property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organizations have been or can be obtained or renewed for any use upon which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such

substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

12. The presence of potentially dangerous or hazardous materials, gases, mold, mildew, or toxic substances may affect the value of the property and in this appraisal the value estimate is predicated on the assumption that there is no such element on, in or near the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them.
13. Good structural and mechanical conditions are assumed to exist and no opinion as to these matters is to be inferred or construed from the attached report.
14. That certain opinions, data, and estimates furnished by others in the course of this investigation are correct.
15. That no recorded restriction or zoning ordinance would prohibit the use of the property for any purpose indicated to be the Highest and Best Use unless cited in the report.
16. That any legal instrument or engineering document, plat or report affecting or indicating an effect upon the use and utility of the property has been furnished to the appraiser's by the orderer or property owner and that if no such documents are presented (in original form or a copy) prior to or by the date of inspection of the property, it is a representation that no such documents exist.

Limiting conditions which apply to the acceptance and completion of this appraisal assignment:

1. The property is appraised as though owned in fee simple and free and clear of any existing lien or encumbrance, unless specifically noted in this report.
2. The appraiser(s) has (have) no responsibility for matters of a technical or legal nature, especially those affecting title to the property.
3. No obligation for court testimony with regard to this appraisal report exists, unless arrangements have been previously made therefore.
4. Value distributions as outlined in this report serve as a basis for distribution of total valuation and shall not be separately quoted or utilized.
5. Drawings, sketches, or maps as included in this report are for the sole purpose of assisting the reader in visualizing the property. Unless otherwise indicated, they are not engineering drawings.
6. The appraisal is based on there being no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser(s) has (have) no responsibility for such conditions, or for engineering studies which might be required to discover such factors.
7. Unless otherwise discussed in the body of this report, we assume that appropriate waste disposal facilities are either available from public or private sewer facilities.
8. Users of this appraisal report are directed to obtain the services of a professional engineer to determine the presence and/or absence of hazardous materials including but not limited to: asbestos and/or radon gas and/or urea formaldehyde foam insulation and/or mold.

9. The appraiser(s) has (have) not made any form of an environmental study, nor have any such studies been made available to the appraiser(s). The value reported herein assumes that the subject site is free and clear of any and all contamination, either on or underground, above ground, air borne, water borne, or within any improvements thereon. The appraiser(s) cannot assume liability for off site environmental problems, either unrevealed, unidentified, or in no way provided to the appraiser(s).
10. This appraisal report is an economic study for value, it is not an engineering, structural, mechanical, feasibility, or architectural study.
11. Possession of this report or any copy thereof does not carry with it right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser(s) for the use of the client, the fee being for the analytical services only. Use of this report is limited to the person, persons, agency or firm for whom it is prepared, and to the appraiser(s). The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate, except as hereinafter provided. The client may distribute copies of this appraisal report in its entirety to third parties, however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Further, there is no accountability, obligation, or liability to any third party. It is, however, the third parties' responsibility to assure itself that the information contained herein is accurate and complete. Any reliance on the contents shall be solely at the third parties' risk. This document when provided to third parties is without any warranty or representation, expressed or implied, as to its content, its suitability for any purpose, its accuracy or completeness. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser(s).
12. This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analyses as set forth in the report were prepared by the appraiser so indicated on the individual certifications, and as discussed in the Scope of the Appraisal Section. No change of any item in the report shall be made by anyone other than the appraiser(s) and/or officer of the firm. The appraiser(s) and firm shall have no responsibility if any such unauthorized change is made.
13. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraiser(s) is (are) affiliated.
14. This appraisal was obtained from Rosen Appraisal Associates or related companies and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 522(b)(4). Notify the appraiser(s) signing the report or an officer of Rosen Appraisal Associates of any request to reproduce this appraisal in whole or part.
15. An abundance of research and analysis was conducted in the preparation of this appraisal and/or appraisal report. All file data, research, and analysis, is incorporated herein by reference.

16. Appraisals are maintained in our office for five years or two years after final disposition in court.
17. For purposes of this appraisal, any masculine pronoun shall include the feminine, any feminine pronoun shall include the masculine, any plural pronoun shall include the singular, and any singular pronoun shall include the plural.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
19. The subject property may or may not be located in or adjacent to a wetlands area. The appraisers are not qualified in the area of engineering pertaining to the determining of wetlands. Therefore, the appraisers are unable to determine the wetlands status of the subject property. The appraisers assume the appropriate permit, if required, can be or has been obtained from the U.S. Army Corps of Engineers. The appraisers also assume that the jurisdictional determination study and/or permit regarding construction in a wetlands area, if required, does not result in the alteration of the subject property description contained in this appraisal report.
20. The appraiser has examined flood maps provided by the Federal Emergency Management Agency (FEMA) and has noted whether the subject property is located in a special flood hazard area. We are not experts in Flood Zone delineation and make no guarantee regarding the determination since we are not surveyors. Final determination should be made by a licensed surveyor or engineer.
21. Unless otherwise noted in the appraisal report, the estimated market value does not include any personal property, fixtures or other non-real estate items.
22. If additional information is discovered that would alter the value conclusion for the subject, the appraiser retains the right to reconsider the value estimate reported in this appraisal.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assumption directly related to a specific assignment. As of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusions.

The appraiser was requested to appraise the subject property as of September 24, 2008 which is a retrospective value. The appraiser inspected the subject property on November 14, 2013. Since subject is vacant land with an old building in poor condition, it is assumed that the condition of subject is the same as it was on September 24, 2008.

PRIVACY NOTICE

Appraisers, along with all providers of personal financial services, are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you and/or your property. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information. Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

IDENTIFICATION AND LOCATION

The subject property contains 11.29 acres (per plat) and is located on the west side of US Highway 321 between Irvin Jumper Street and Jimmy Martin Circle, in Gaston, Lexington County, South Carolina. It is shown on Lexington County Tax Map 10100 in Block 02 as Lot 017.

LEGAL DESCRIPTION

The legal description was obtained from Lexington County Record Book 14494 at Page 75. The plat was recorded in Book 97-G at Page 112 and indicates subject contains 11.29 acres, but the deed indicates 11.2 acres. The appraiser has utilized 11.29 acres. The following is the legal description:

> ALL that certain piece, parcel or tract of land situate, lying and being on the western side of Highway 321, approximately one-half (1/2) mile northeast of the Town of Gaston in the County of Lexington, State of South Carolina, containing 11.2 acres and being a portion of the premises shown and delineated on a plat of the Estate of J. L. Amond, prepared by John K. Davis, Registered Surveyor, on 9/28/1968 and thereafter recorded in the Office of Clerk of Court for Lexington County in Plat Book 97-G at Page 112, said property having the following boundaries and measurements to wit: bounded on the north from a 4.0 acres tract which was cut from the original 15.2 acre tract whereon it fronts a distance of 553.9 feet and by the property now or formerly of Mrs. Clara Read as shown on said plat, whereon it measures for a distance of 834.7 feet more or less; bounded on the west by lands now or formerly of M. Clara Read, as shown on said plat, whereon it measures a distance of 509 feet and the south by lands now or formerly of Mrs. Clara Read as shown on said plat, whereon it measures a distance of 914 feet and on the east by Right of Way of U. S. Hwy. No. 321 whereon it fronts for a distance of 445 feet, with the building thereon erected, and known as _____, in the City of Gaston, South Carolina.
>
> BEING the same property conveyed to Grady W. Query and O. Grady Query by Deed of Chemical Equipment Sales & Service Company, Inc.

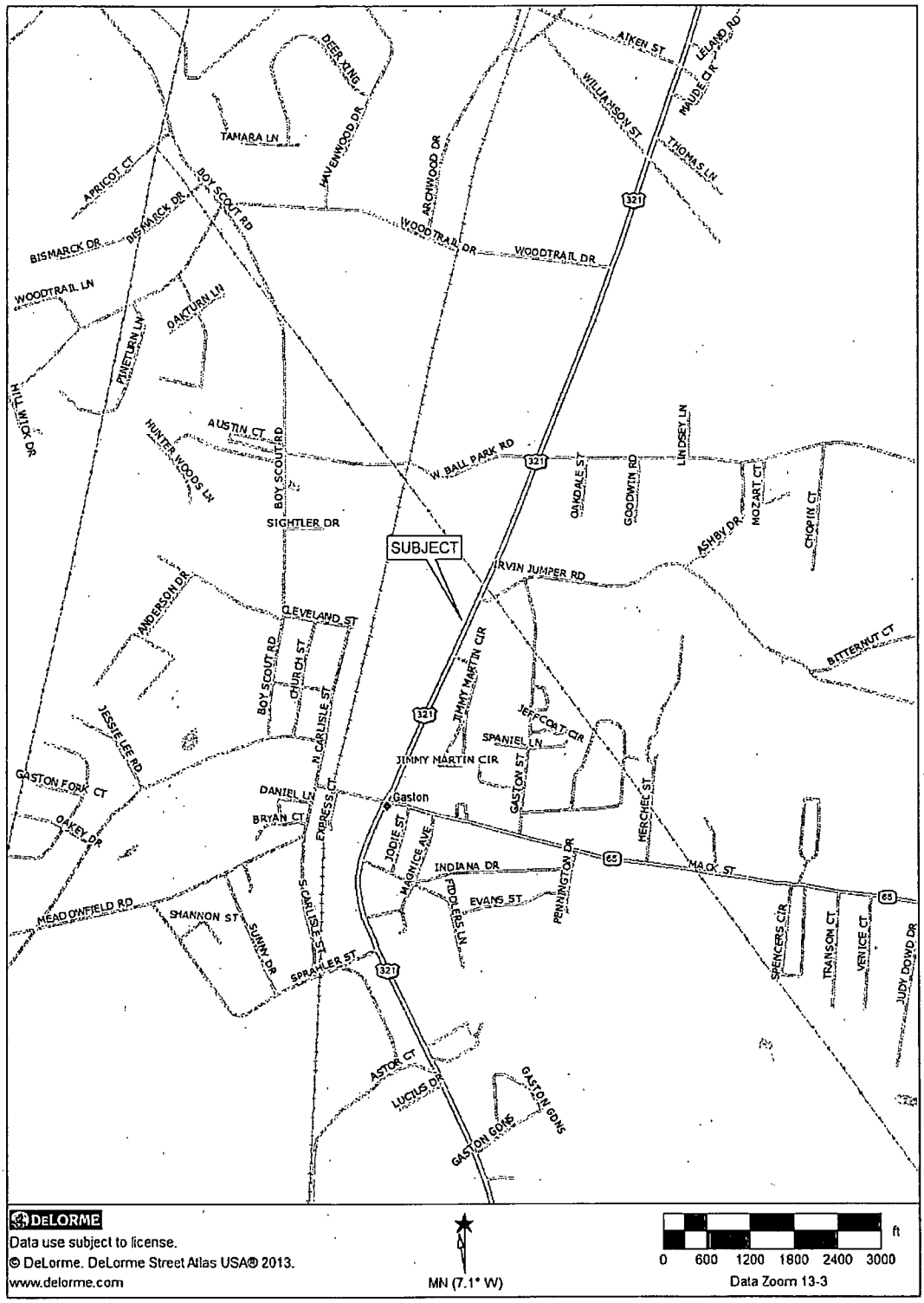
dated October 24, 1989 and recorded in the Office of the Clerk of Court for Lexington County in Book 1458, Page 172.

TMS # 010100-02-17

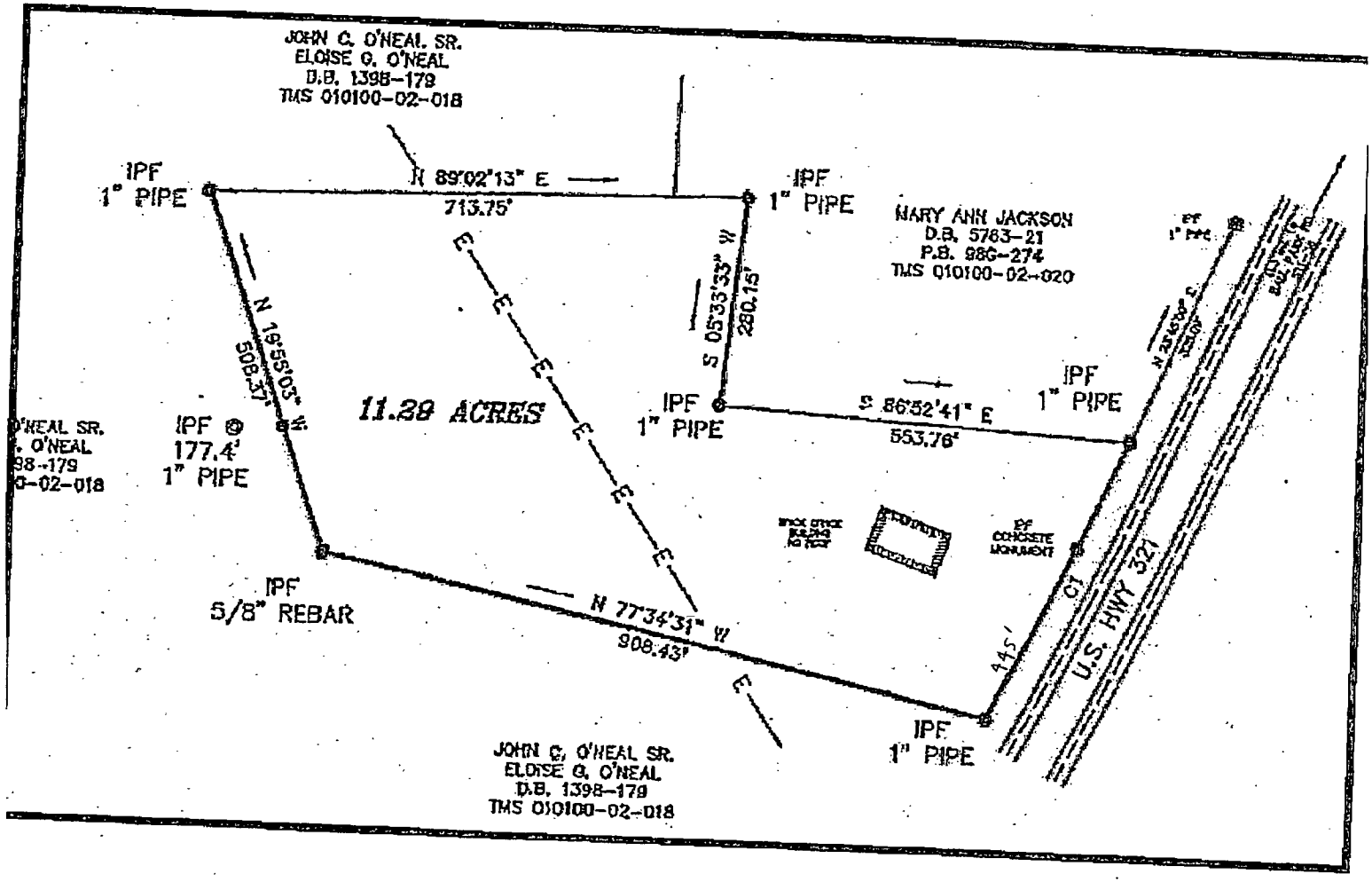
PURPOSE AND DATE OF APPRAISAL

The purpose of this **Summary Appraisal Report** is to provide an estimate of the Market Value of the Fee Simple Interest of subject as of September 24, 2008. The value estimate is subject to the Limiting Conditions and Assumptions and Extraordinary Assumptions found on Pages 1 through 5 of this report.

LOCATION MAP



PLAT


JOHN C. O'NEAL SR.
ELOISE G. O'NEAL
D.B. 1398-179
TMS 010100-02-018
IPF
1" PIPE
N 89°02'13" E
713.75'
IPF
1" PIPE
MARY ANN JACKSON
D.B. 5763-21
P.B. 98G-274
TMS 010100-02-020
S 05°33'33" W
280.15'
N 19°55'03" W
508.37'
11.29 ACRES
IPF
1" PIPE
S 86°52'41" E
553.76'
IPF
1" PIPE
IPF
177.4'
1" PIPE
IPF
5/8" REBAR
N 77°34'31" W
908.43'
IPF
1" PIPE
U.S. HWY 321
JOHN C. O'NEAL SR.
ELOISE G. O'NEAL
D.B. 1398-179
TMS 010100-02-018

INTENDED USE OF THE APPRAISAL

The intended use of this appraisal is to provide the client, Allen Bullard, with an estimate of the Market Value of the Fee Simple Interest of subject as of September 24, 2008. The appraisal is to be utilized in regards to a legal dispute. This report has been compiled and written to meet and comply with the Code of Professional Ethics and Standards of Appraisal Practice of the Appraisal Institute (USPAP) as adopted by the Appraisal Foundation.

PROPERTY RIGHTS APPRAISED

The property rights appraised in this appraisal are those of the Fee Simple Estate described as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

No current Certificate of Title was made available to ascertain restrictions or other encumbrances.

DEFINITION OF MARKET VALUE

Market Value is defined as: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is

not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: (1) Uniform Standards of Professional Appraisal Practice, 2008 Edition, the Appraisal Foundation, Page 105, (2) Office of the Comptroller of the Currency, 12CFR, Part 34), (3) Federal Deposit Insurance Corporation & Regulation, Part 323.2(f).

PROBABILITY OF CHANGE

The market value of the property appraised in this report is estimated as of the specific effective date. Constantly changing economic, social, political and physical conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially and require a review based on differing market conditions.

SCOPE OF WORK

Significant changes were promulgated by the 2006 Edition of Uniform Standards of Professional Appraisal Practice. The labels for "Limited" and "Complete" appraisals were retired. In basic terms, the scope of work is the work an appraiser performs to

develop assignment results. USPAP defines "scope of work" as the type and extent of research and analyses in an assignment. Appraisers use their training, experience and judgment to determine a scope of work that produces credible assignment results. It is the appraiser's responsibility to determine and perform the appropriate scope of work. Client input is part of the appraisal process. Communication with the client is required to establish most of the information necessary for problem identification and scope of work determination.

The analysis provided in this report is an "appraisal assignment," whereby the appraiser is retained to act as a disinterested third party and to render an unbiased opinion. The scope of this assignment included: preliminary analysis of the appraisal problem; an inspection of the subject and its neighborhood; research of public information; and an analysis of the highest and best use of the land and the improvements (if any).

The appraisal is an estimate of market value, unless otherwise specified. The appropriate scope of work (type and extent of research and analyses) is based on what is required to produce credible assignment results. Typically the appraiser applies the three traditional valuation approaches, which are the cost approach, the sales comparison approach, and the income approach.

The appraiser researches the market to obtain all possible data. This research includes contact with other appraisers, brokers, developers, lenders, title companies, national cost services and a thorough study of government records, particularly in the Assessors and Recorders offices. The appraiser verifies sales and lease data with parties directly involved with the transaction where possible and verifies all other data

by the best means available. The appraiser utilizes the information considered most applicable to the particular appraisal assignment. Nothing pertinent is withheld that could affect the estimate of value.

Finally, the information utilized in the analysis is presented in a manner consistent with the level of reporting requested. Under Uniform Standards of Professional Appraisal Practice (USPAP) Standard Rule 2-2 (amended July 1994) there are three levels of reporting which can be utilized: the self-contained reports where descriptions are utilized which connote a comprehensive level of detail in the presentation of information; summary reports where summations are utilized which connote a more concise presentation of information; and the restricted reports where statements are utilized which connote a minimal presentation of information and are not to be used by anyone other than the intended user.

COMPETENCY STATEMENT

The Office of the Comptroller of the Currency has issued a ruling that regulates lenders, to evaluate appraiser's competency for each appraisal assignment.

Joseph B. Rosen, MAI, SRA, ASA, has over forty years of appraisal experience. In addition, he has owned and managed rental properties and bought and sold rental properties. He has appraised lots, acreage, lake front lots and acreage on lakes, ocean front lots, office buildings, retail buildings, motels, auto dealerships, auto repair facilities, churches, convenience stores, lube facilities, mini-warehouses, manufactured home parks, apartment projects, medical office buildings,

communication towers, tower sites, and other types of improved properties. The appraiser has the qualification and experience to appraise the subject property.

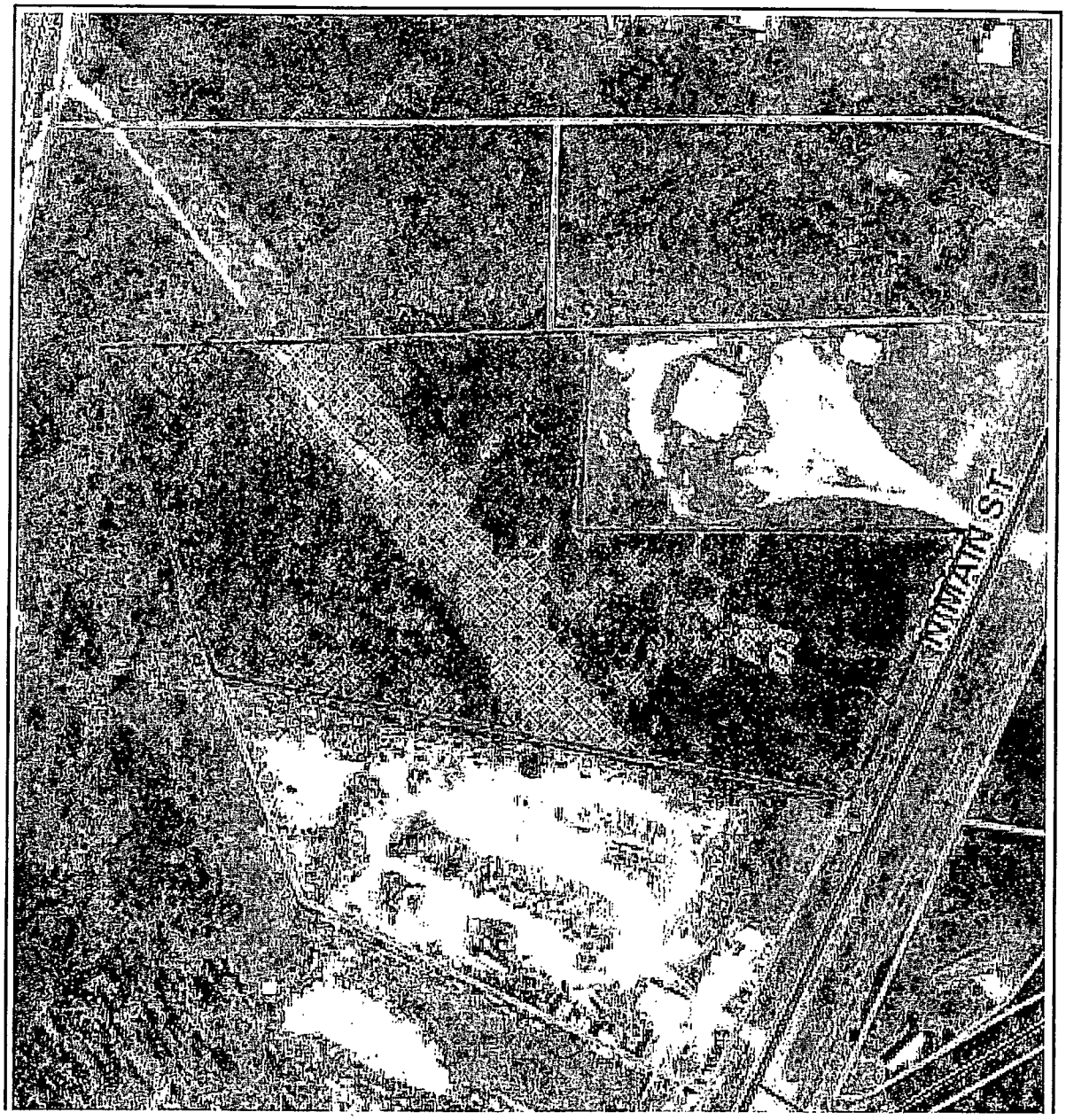
EXTENT OF THE APPRAISAL PROCESS

The estimation of a real property's Market Value involves a systematic process in which the appraisers define the problem; plans the work necessary to solve the problem; and collects, analyzes and interprets the data relevant to the value estimate. Three traditional approaches to value are typically utilized in the appraisal process and are discussed in the Approaches to Value section of this report.

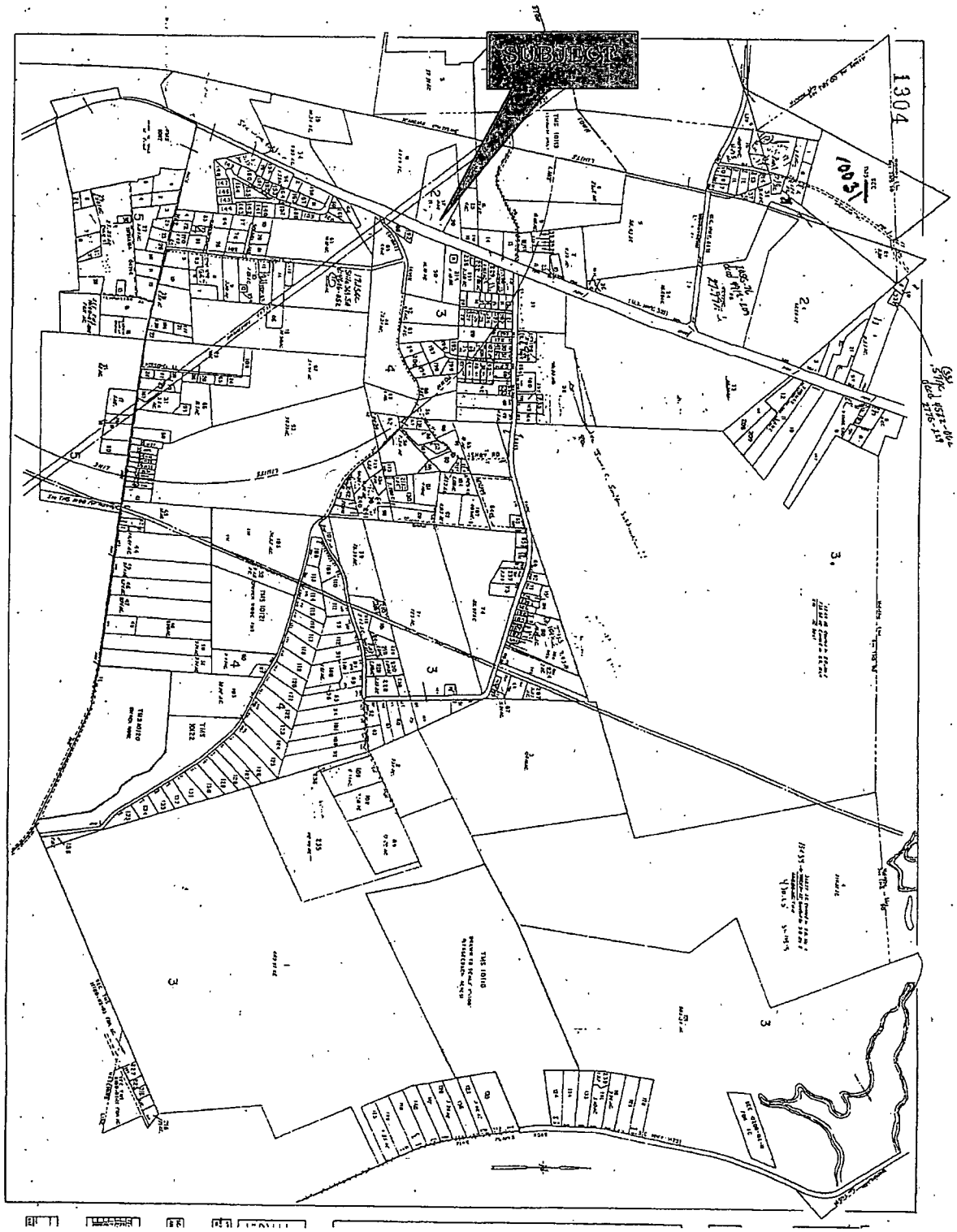
The subject property contains 11.29 acres located on the west side of Highway 321, Gaston, Lexington County, South Carolina. Detailed data was collected and confirmed for similar properties through the use of public records and recorded deeds, grantors, grantees, and/or real estate brokers and appraisers involved in the transactions.

Joseph B. Rosen, MAI, SRA, ASA, inspected the subject property on November 14, 2013, completed the research and analysis, and prepared the appraisal report. The appraiser accepts full responsibility for this appraisal report.

AERIAL MAP



TAX MAP



ASSESSED VALUATION AND TAXES

The subject is identified on Lexington County Tax Map 010100 in Block 02 as Lot 017. For tax purposes, the subject property has been appraised by the Lexington County Assessor's office. The assessment ratio for owner occupied residences and agricultural land is 4%. The assessment ratio for non-owner occupied residences, commercial and non-manufacturing industrial properties is 6%. The assessment ratio for manufacturing is 10.5%. The appraised value is multiplied by the appropriate assessment ratio, resulting in the assessed value. The assessed value is then multiplied by the millage rate for the tax district in which the property is located resulting in the real property taxes.

The taxable value of the land is $254,800 and the taxable value of the improvements is $2,860 for a total of $257,660. The assessed value is $257,660 times 6% which equals $15,460. Subject is located in Tax District 4 and the 2013 tax rate is 492.398 mills. The 2013 gross real property taxes are $15,460 times .492398 equals $7,612.46 less the Local Option Sales Tax credit of $257,660 times .004557 equals $1,174.16. The 2013 net real property taxes are $6,438.30 which is due by January 15, 2014.

Two important items:

- First this tract should qualify for agricultural use since it is timber growing, which should reduce the property taxes to less than $50.00 per year. But if the use changes, the County will charge back the present year at market value along with the previous five years.

- The County has the improvement valued at $2,860. The building is not safe and should be demolished and the County should reduce the value.

ZONING AND RESTRICTIONS

The Town of Gaston does not have zoning. Therefore, subject is not zoned and any legal use would be permitted.

AREA DATA

Due to your familiarity with the Greater Columbia area, no detailed city data is included. Columbia gives the impression of a new and growing southern city whose economy is diversified, whose economic growth is deliberate, and whose population increase has been largely in the northeast, northwest quadrants, and near the Town of Lexington. It is expected that the area's pleasant environment, stable income and the preponderance of employment will generate a modest market for both owner occupied and rental housing units. Occupancy rates in most types of commercial property are generally at acceptable levels. The area's diversified economic base and the availability of undeveloped land should continue to insure the economic soundness of the area and to preserve the value of real estate during the foreseeable future.

NEIGHBORHOOD DATA

The subject property is located on the west side of South Main Street (US Highway 321), within the Town limits of Gaston, Lexington County, South Carolina. The general neighborhood boundaries are the Town of South Congaree/The Town of Pine Ridge to the north, Interstate 26 to the east, the Town of Swansea to the south and SC Highway 302 to the west. Land uses in the neighborhood contain a mixture of residential and commercial uses.

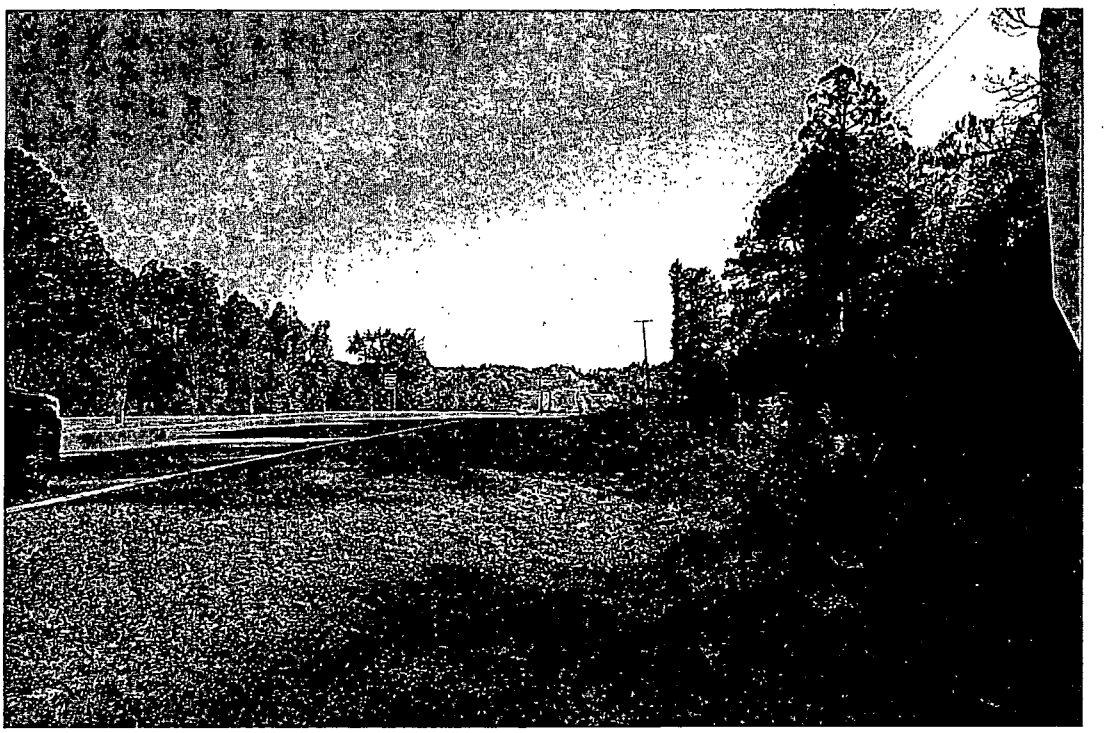
Major traffic arteries serving the subject neighborhood include Interstate 26 and U.S. Highway 321. Interstate 26 extends in a generally north-south direction connecting the subject neighborhood with downtown Columbia and areas to the north and Charleston and areas to the south. U.S. Highway 321 extends in a generally north-south direction throughout the state connecting Charleston to the south with Rock Hill to the north. There are a number of secondary roads that provide additional access throughout the neighborhood.

The subject's immediate neighborhood consists of single family home sites, mobile home parks, Food Lion, Family Dollar Store, Auto Zone, Advance Auto Parts, Pitt Stop Convenience Store with a Burger King, Wendy's, convenience stores, Fred's, and several other commercial uses.

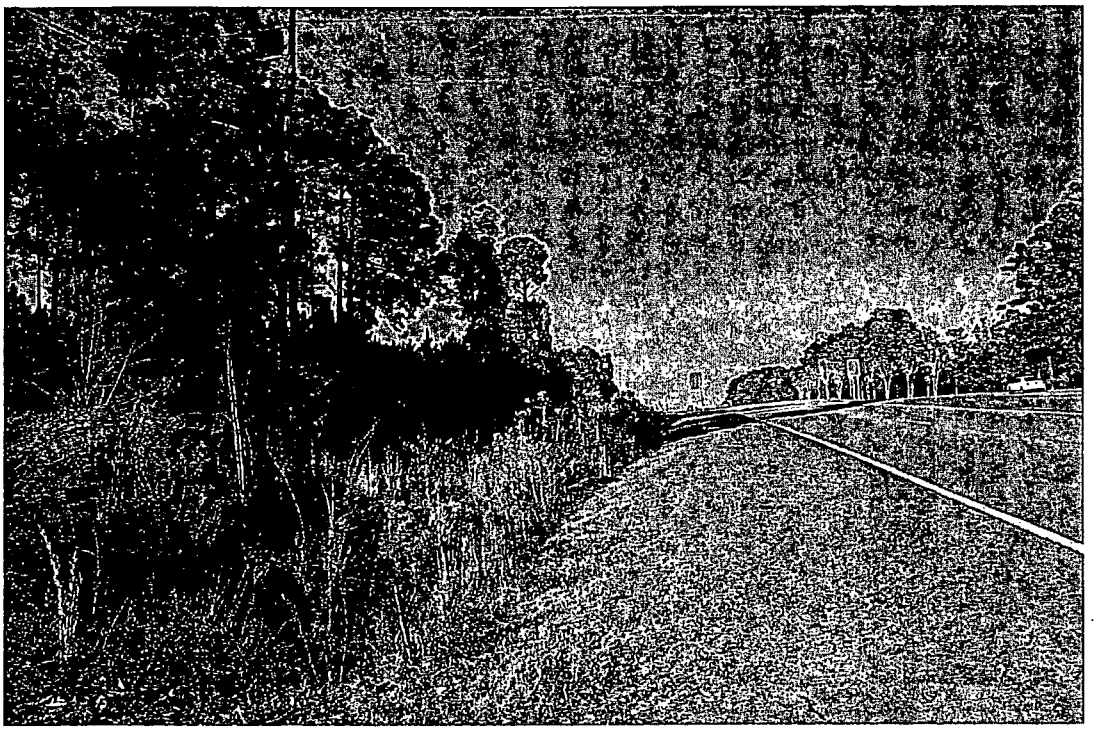
In conclusion, the subject's immediate neighborhood is located in an area that is primarily rural in character with good access to all the amenities, including shopping centers, churches, schools and recreational facilities.

1. LOOKING NORTHWEST FROM U.S. HIGHWAY 321 AT THE LEFT FRONT OF SUBJECT (1157)

2. LOOKING SOUTHWEST FROM U.S. HIGHWY 321 AT RIGHT FRONT OF SUBJECT (1156)



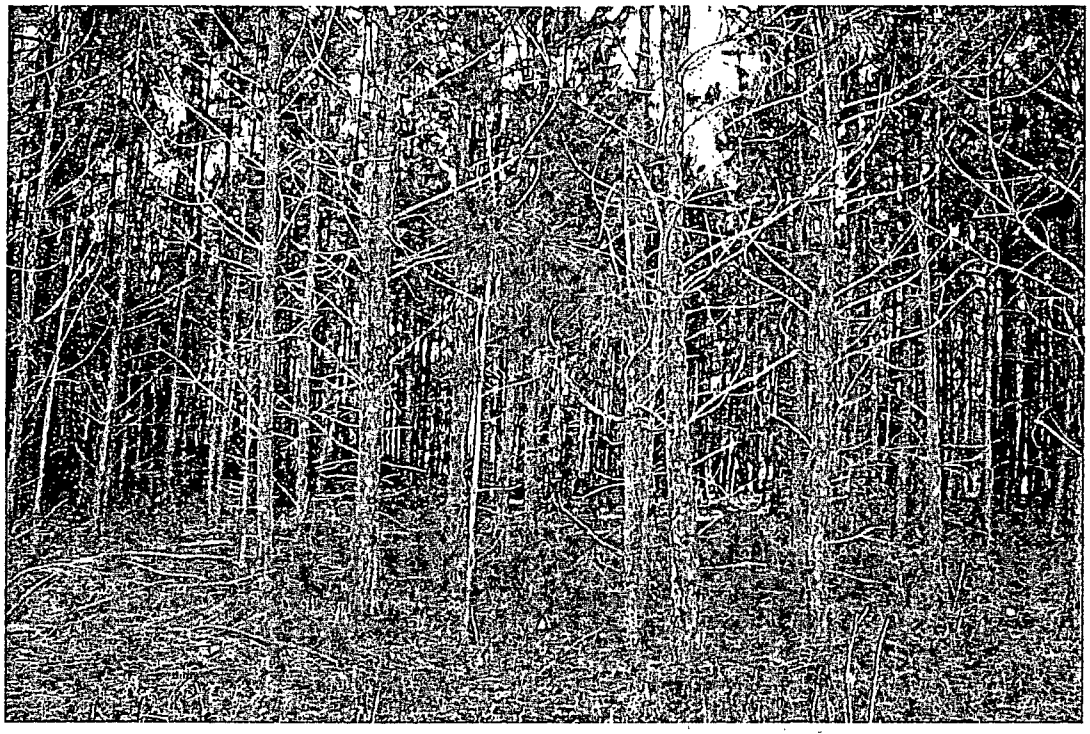
3. LOOKING SOUTHWEST ALONG U.S. HIGHWAY 321, SUBJECT IS ON RIGHT (1155)



4. LOOKING NORTHEAST ALONG U.S. HIGHWAY 321, SUBJECT IS ON LEFT (1158)

5. VIEW OF IMPROVEMENT (IN POOR CONDITION) ON SUBJECT (1159)

6. VIEW OF IMPROVEMENT (IN POOR CONDITION) ON SUBJECT (1160)

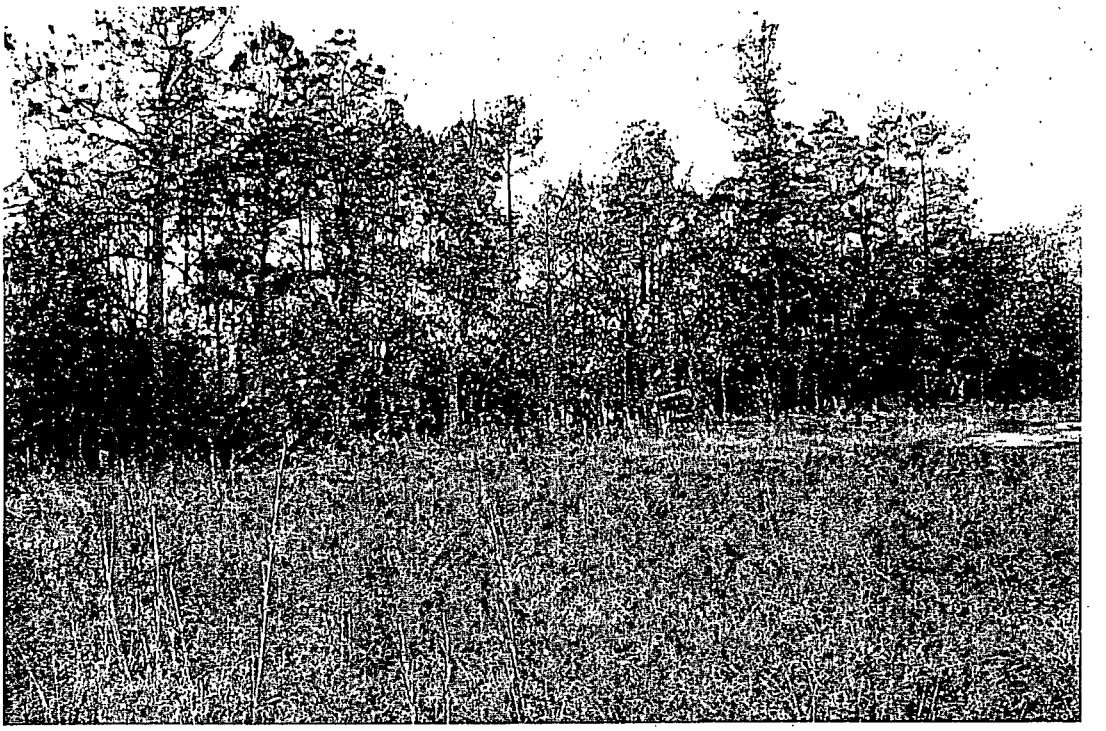


7. LOOKING SOUTH AT MIDDLE OF SUBJECT (1166)

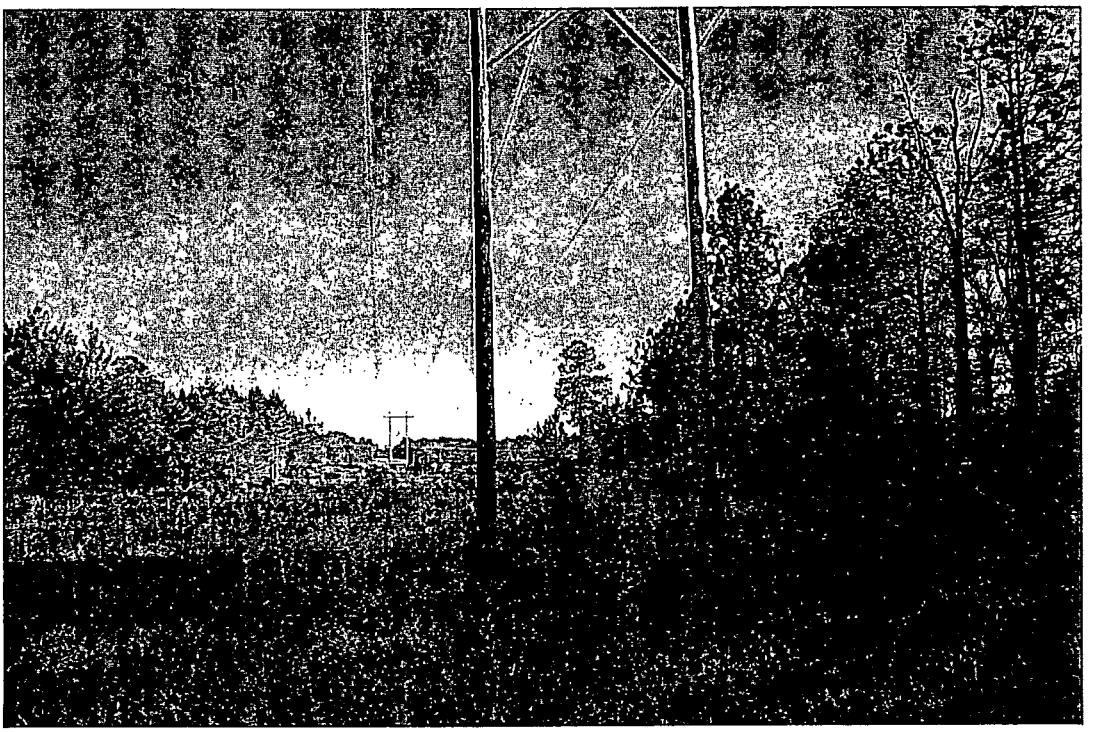
8. VIEW OF SIGN ON SUBJECT (1161)

9. VIEW FROM NEAR POWER LINE LOOKING EAST (1162)

10. LOOKING NORTHWEST ALONG POWER LINE EASEMENT (1163)



11. LOOKING WEST AT SUBJECT ON WEST SIDE OF POWER LINE (1164)



12. LOOKING SOUTHWEST ALONG POWER LINE EASEMENT (1165)

HISTORY OF THE PROPERTY

As of November 14, 2013, it is unknown if subject is listed for sale. There is an old Re-Max Metro Associates sign on the property, but the agent no longer works there.

The last transfer was from the Estate of Grady Wendell Query to O. Grady Query on October 1, 2010 as a Deed of Distribution. The deed was recorded in Book 14494 at Page 75.

SITE DATA

Location – The subject is located on the west side of South Main Street (US Highway 321), Gaston, Lexington County, South Carolina. It does not have a street address. It is identified on Lexington County Tax Map 10100, in Block 02 as Lot 017.

Size and Shape – The subject contains 11.29 acres of land and is L-shaped.

Topography – The site is almost at grade and is generally level.

Utilities – Water, fire, and police protection are available. AT&T and other companies provide telephone service. SCE&G provides natural gas and electrical services. In 2008, sewer was not available to the subject property.

Easements or Encroachments – No adverse easements or encroachments were noted during the inspection and none are assumed to exist. There is a 100 foot SCE&G power line that dissects subject and limits development on this tract.

Hazardous Waste – No Environmental Studies were furnished to the appraiser. The appraiser is not aware of any hazardous wastes, environmental hazards, endangered species or any contamination on the site. This appraisal and the appraised value is contingent that there are no environmental hazards, hazardous wastes, contamination, hazardous materials or endangered species on the subject property. If such conditions are found to exist, then the value conclusions will be affected and will need to be reconsidered.

FIRM Map (Flood Insurance Rate Map) – The subject property is located on Flood Insurance Rate Map Community Panel 45063C0403G, effective date February 9, 2000, but the FEMA website states this map panel was not printed. However, subject is not located in a flood hazard area. Subject is located in Zone X which is designated as an area of minimal flooding.

HIGHEST AND BEST USE

Highest and Best Use is defined as, "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." The principle of Highest and Best Use may be applied to the land as though vacant and available for its Highest and Best Use or to the property as improved. When analyzing the Highest and Best use of a property, the potential use must meet all four of the following tests:

Is the use:
A. Legally Permitted?
B. Physically Possible?
C. Financially Feasible?
D. Will that use produce the maximum productivity?

The Highest and Best Use analysis in an appraisal report is shaped by competitive forces in the market and sets the stage for the analysis in the three approaches to value. In order to properly utilize these three approaches to value, the Highest and Best Use must be accurately interpreted.

HIGHEST AND BEST USE AS VACANT

Legally Permissible – Zoning regulations, deed restrictions and subdivision restrictions generally limit the use to which a vacant site can be developed. There is no zoning in place for the subject property, according to the Town of Gaston. The appraiser is unaware of any deed or legal restrictions that would limit the use or development of the subject site.

Physically Possible – The subject property is L-shaped and contains 11.29 acres of land. Public water, electricity, and telephone service are available to the subject property. There are no apparent problems with the soil which would render it unsuitable for a foundation structure (one already exists). The site has adequate size and shape for future development. There is a 100 foot SCE&G easement that bisects this tract.

Financially Feasible – The feasibility of a commercial development depends primarily on the demand for the use that is proper. Land uses in the area contain a mixture of commercial and single family residences. Based upon the surrounding land uses, it is the appraiser's opinion that the use of the subject property for a retail building or buildings appear to be financially feasible.

Maximally Productive – The most pertinent question in this analysis is: Which possible and permissible use will produce the greatest net return to the land for the longest period of time? Of all the possible uses that could be placed on the subject site, a retail building appears to be the most likely choice and is considered to provide the maximum rate of return.

Based on the analysis of the four tests of Highest and Best Use, it is the appraiser's opinion that the Highest and Best use for the subject property, as vacant, is for a retail building for the front portion of subject. Therefore, it appears that approximately 4.5 acres is located between U.S. Highway 321 and the power line. 1.75 acres of subject is located within the power line, and the remaining 5.04 acres is located on the west side of the power line and in the triangle on the east side of the power line. The rear land could be utilized for warehouse uses.

MARKETING TIME

The volume of sales in the subject's market does not offer a clear, predictable marketing time for most commercial properties. The chief concern of marketing time arises when a property must be sold during a period of slow activity. Consequently, if there is little or no sales activity, then the marketing time may be predicted to be relatively long. The problem with using the marketing time for comparable sales is that it reflects past economic activity and may not relate to the current and near future economic climate. This method of estimating marketing time might work if supply and demand were in balance in perfect market conditions. If that were the case, there would be no need or desire to estimate marketing time.

In the appraiser's research for sales, he was unable to confirm the actual marketing time for all of the sales. It is the appraiser's opinion that the subject would have a marketing time of twelve months if listed for not more than 10% above the appraised value.

EXPOSURE TIME

The exposure time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal which is estimated to be twelve months. This is a retrospective value estimate based upon an analysis of past events, assuming a competitive and open market. The estimated exposure time is twelve months.

APPROACHES TO VALUE

The appraisal process begins with an overview of the area and continues in an ever decreasing scope through Neighborhood Analysis, Site and Improvement Analysis to focus on the Highest and Best Use and ultimate value of the appraised property. A study of the subject site, improvements and its environs provides the basis for which comparable properties are selected to compare to the subject, whether site sales, improved sales, or comparable rentals, and also serves to provide support for the most applicable of the three traditional approaches to value.

The appraisal of real estate relies heavily on these three approaches to value, which are referred to as the Cost Approach, Sales Comparison Approach (sometimes called Market Approach), and the Income Capitalization Approach.

For improved properties, the Cost Approach begins with an estimate of the value of the site as if it were vacant and utilized to its Highest and Best Use. Added to this figure is the cost to replace the subject improvement at current construction prices less any accrued depreciation. The Cost Approach is based on the assumption that an informed purchaser would pay no more for a property than the cost of producing a substitute property with the same utility. This approach is particularly meaningful for improvements which are new or almost new. This approach is less meaningful for an older property. Although depreciation in all forms can be extracted directly from the market, extreme care must be taken to select comparables which are similar to the subject in terms of age, condition, size and location.

The Sales Comparison Approach directly compares recent sales of similar properties to the total subject property. Whether vacant land or improved, the sales are sometime compared directly to the subject on a "package" basis. Gross sales price is divided by square feet of building area of improved properties to arrive at an overall value for the land and building combined. For unimproved land, the gross sales price per acre or unit is expressed. It is also possible to compare other sales directly to the subject based on the relationship of gross or net income to sales price. This method closely duplicates the choices available to buyers in the market at the time of the appraisal and assumes that an informed purchaser will pay no more for a property than the cost of acquiring an existing, or substitute property with the same utility.

The Income Capitalization Approach looks at property value through the eyes of a typical investor. In this approach, typical rental income and its relationship to sales price is analyzed by using a capitalization rate which represents the ratio of sales price to net rental income obtained.

The final step in the appraisal process is to reconcile the estimates of value indicated by the three approaches into a final estimate of the property's worth. The greatest weight is given the approach to value which more nearly represents the actions of the typical purchaser in the market.

COST APPROACH

This approach to value is omitted as the appraiser was requested to only appraise the land.

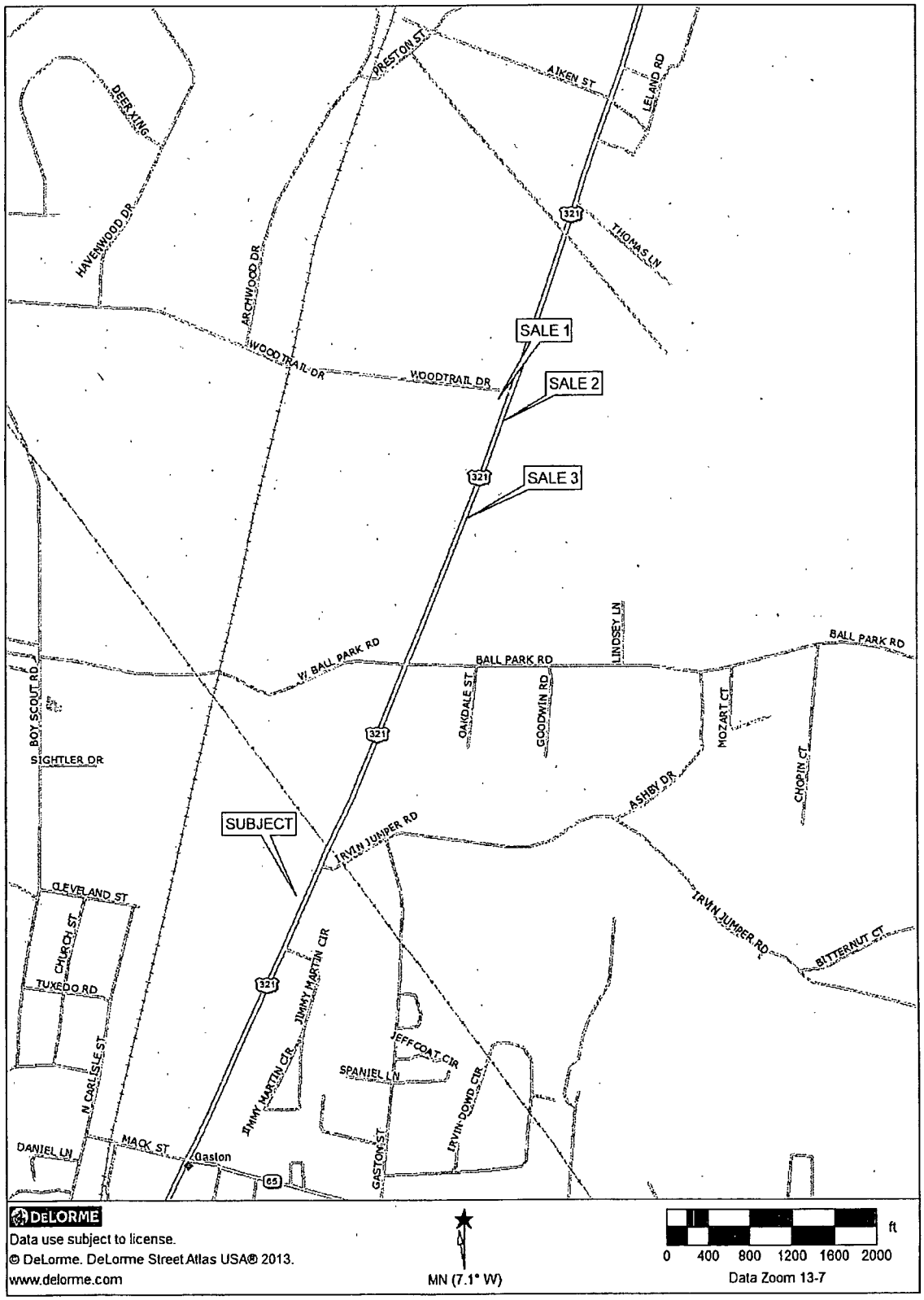
SALES COMPARISON APPROACH

In estimating the value of land, the most reliable and persuasive method involves the utilization and consideration of comparable sales. These are usually and most often sales of property which may be similar to the subject, which may be similarly situated, or which may have similar utility. Often, due to differences in time of sale, location, size, shape, frontage and terrain, these sales may require adjustment to bring them into more effective comparison with the subject property.

The sales utilized in this comparative approach to value were obtained from an examination of records at the Lexington County Register of Deeds Office and other informed sources of sales data. The sales have been analyzed to arrive at an estimate of the subject land value.

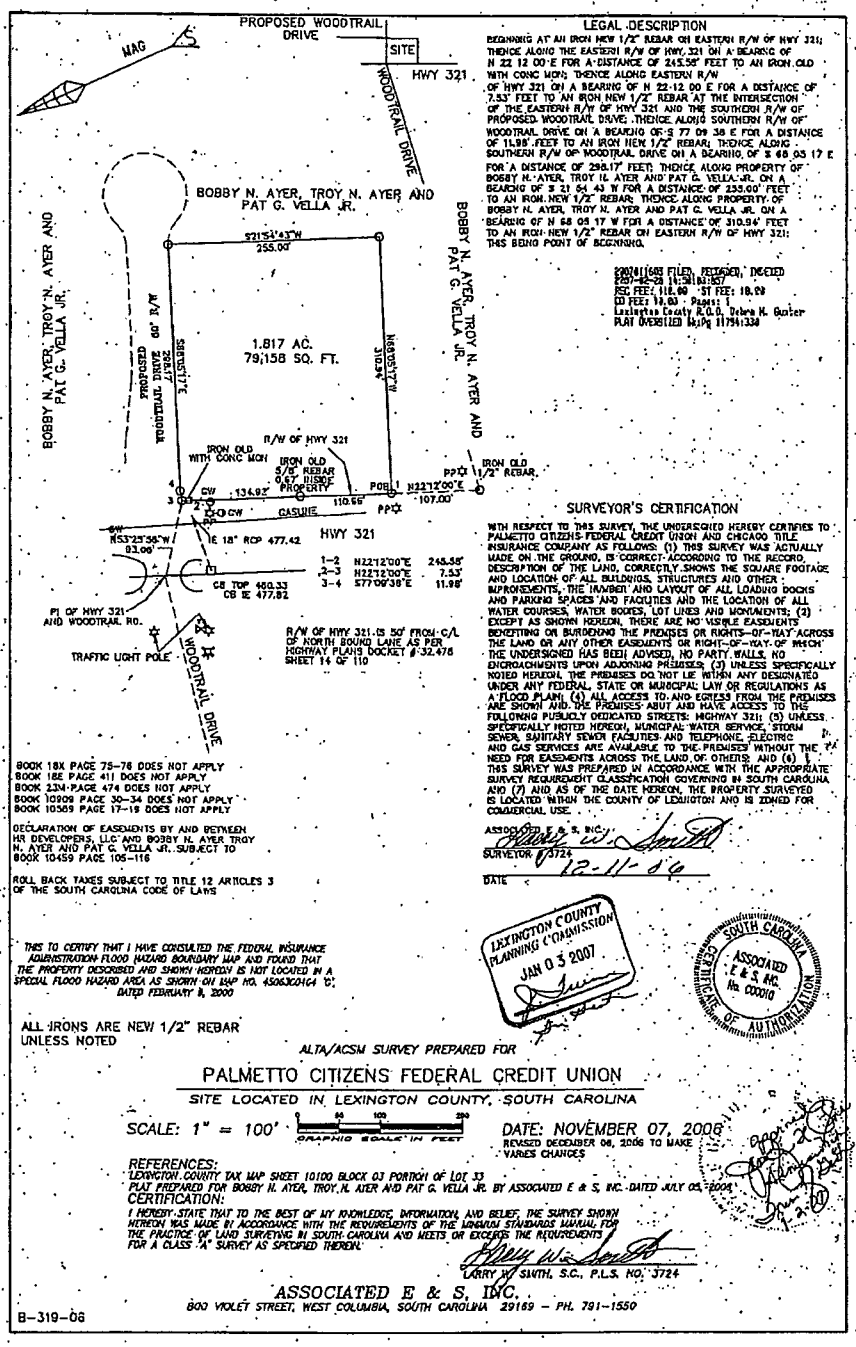
The adjustment to the sales price is for time or changes in market conditions. The adjustment for time reflects changes in marketing conditions over a specific period and is best measured by the sale and re-sale of the same property during a given time period to compute the monthly average or compound rate of change. Before any other market extractions are formulated by utilizing the "matched pairs", the sale should be adjusted for time so that all prices reflect a specified time frame or date. Based on the current market, no time adjustment was indicated. The appraiser attempted to use "matched pairs" to abstract adjustments for location, topography, corner and zoning, but due to the limited amount of data, this was not practical. The appraiser used his judgment based on his knowledge of the area. Appropriate adjustments were made for dissimilarities between each sale and subject. The following sales were considered to be the most comparable of all the land sales researched.

LAND SALES LOCATION MAP



Land Sale No. 1

Land Sale No. 1 (Cont.)



Land Sale No. 1 (Cont.)

Property Identification

Record ID	2950
Property Type	Commercial, Bank/Credit Union
Property Name	Site for Palmetto Citizens Federal Credit Union
Address	Highway 321, Gaston, Lexington County, South Carolina
Location	S/E corner of Hwy 321 & proposed Woodtrail Drive
Tax ID	010100-03-292

Sale Data

Grantor	Bobby N. Ayer, Troy N. Ayer and Pat G. Vella, Jr.
Grantee	Palmetto Citizens Federal Credit Union
Sale Date	February 28, 2007
Deed Book/Page	11794/331
Recorded Plat	11794/330
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Financing	Cash to seller
Sale History	1/6/2997
Verification	Other sources: Deed, Assessor, Confirmed by Database Administrator
Sale Price	$712,422
Cash Equivalent	$712,422

Land Data

Zoning	Town of Gaston, Not Zoned
Topography	At grade, generally level
Utilities	All Available
Dimensions	245.58'x298.17'x255'x310.94'
Shape	Almost rectangular
Flood Info	Zone X, not in a flood hazard area

Land Size Information

Gross Land Size	1.817 Acres or 79,149 SF
Front Footage	245.58 ft. Highway 321;298.17 ft. proposed Woodtrail Drive

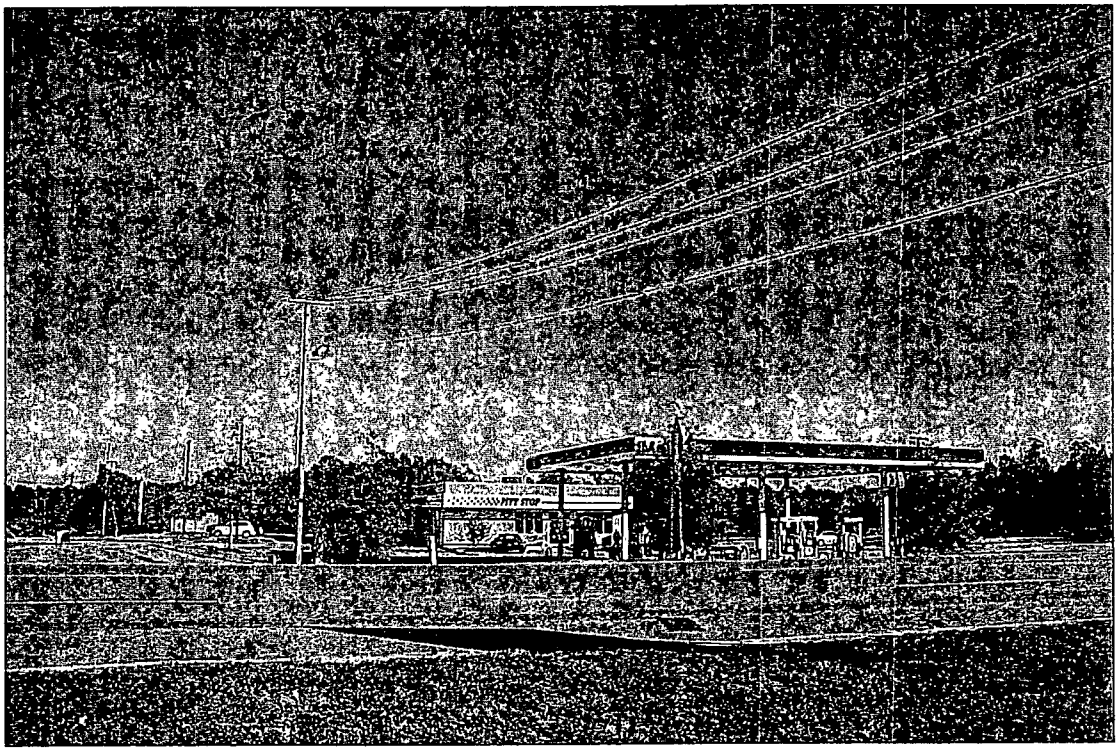
Indicators

Sale Price/Gross Acre	$392,087
Sale Price/Gross SF	$9.00

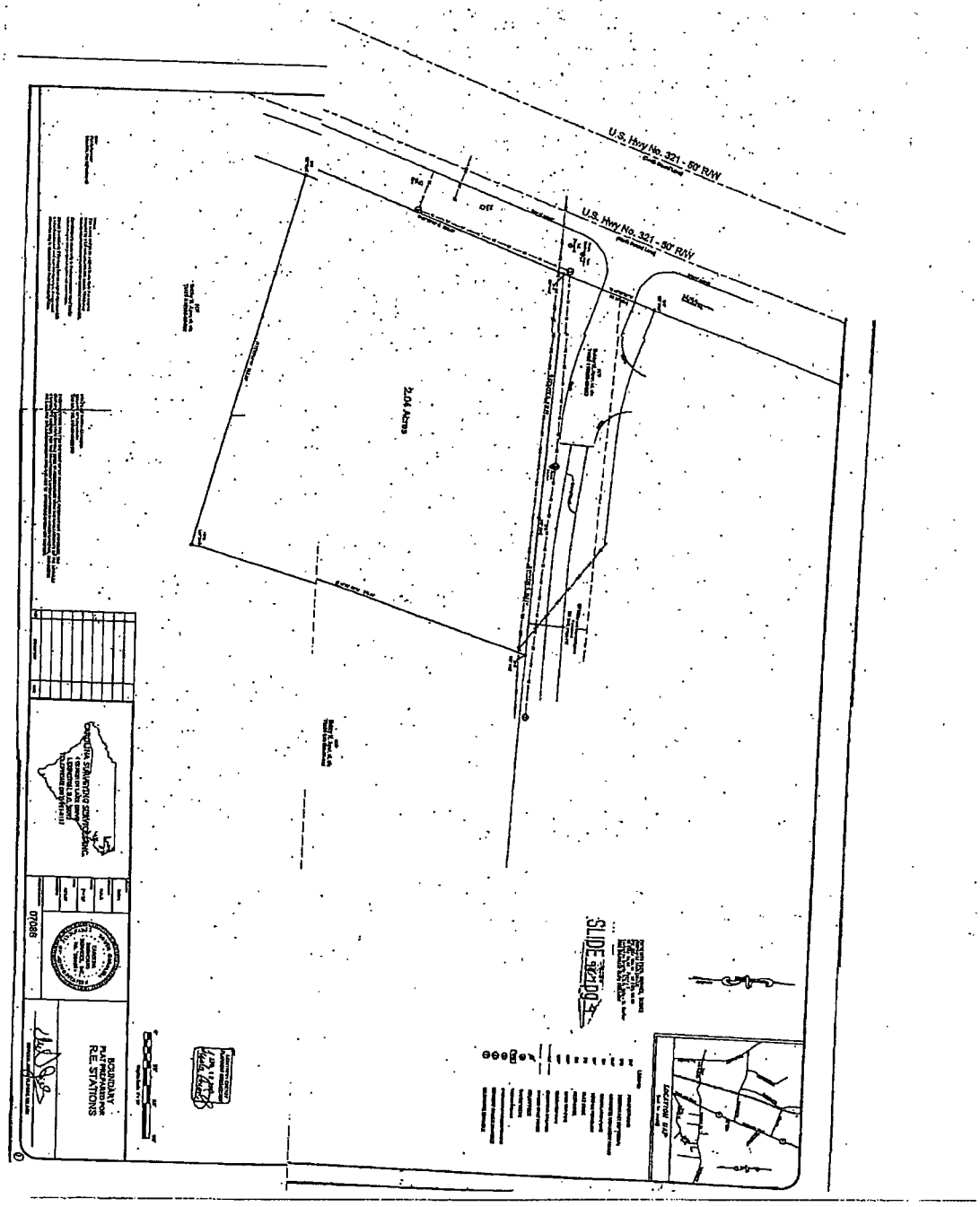
Remarks

The 2007 daily traffic count was 12,900 (station 170). As of November 14, 2013 only an ATM has been constructed on this site.

Land Sale No. 2



Land Sale No. 2 (Cont.)



Land Sale No. 2 (Cont.)

Property Identification	
Record ID	2949
Property Type	Commercial, Restaurant Land
Property Name	Site for Pitt Stop/Burger King
Address	5221 Highway 321, Gaston, Lexington County, South Carolina
Tax ID	010100-03-293
Sale Data	
Grantor	Bobby N. Ayer, Troy N. Ayer and Pat G. Vella, Jr.
Grantee	Re-Stations, Inc.
Sale Date	April 11, 2007
Deed Book/Page	11913/249
Recorded Plat	11913/262
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Financing	Cash to seller
Sale History	1/6/1997
Verification	Other sources: Deed, Confirmed by Database Administrator
Sale Price	$552,500
Cash Equivalent	$552,500
Land Data	
Zoning	Town of Gaston, Not Zoned
Topography	Generally level
Utilities	All
Dimensions	235.01'x328.72'x311.56'x332.53'
Shape	Slightly irregular
Flood Info	Zone X, not in a flood hazard area
Land Size Information	
Gross Land Size	2.040 Acres or 88,862 SF
Front Footage	235.01 ft Highway 321
Indicators	
Sale Price/Gross Acre	$270,833
Sale Price/Gross SF	$6.22

Remarks

This parcel has been improved with a Pitt Stop/Burger King convenience store.

Land Sale No. 3

Property Identification	
Record ID	3642
Property Type	Commercial, Commercial
Address	North of 5303 Highway 321, Gaston, Lexington County, South Carolina 29053
Tax ID	010100-03-290
Sale Data	
Grantor	Bobby N. Ayer, et. al.
Grantee	Rural Land Development, LLC
Sale Date	September 29, 2006
Deed Book/Page	11453/62
Recorded Plat	9947/252
Property Rights	Fee Simple
Conditions of Sale	Market
Financing	Cash to seller
Verification	Other sources: Assessor, Confirmed by Joe Rosen
Sale Price	$100,000
Cash Equivalent	$100,000

Land Sale No. 3 (Cont.)

Land Data	
Zoning	Town of Gaston, Not Zoned
Topography	At grade, mild slope
Utilities	All Available
Dimensions	160'x544.91'
Shape	Rectangular
Flood Info	Zone X
Land Size Information	
Gross Land Size	1.997 Acres or 86,989 SF
Front Footage	160 ft. US Highway 321
Indicators	
Sale Price/Gross Acre	$50,075
Sale Price/Gross SF	$1.15

LAND SALES CHART OF ADJUSTMENTS

	SUBJECT	SALE 1	SALE 2	SALE 3
Sales Price		$712,422	$552,500	$100,000
Size in Acre	11.29	1.817	2.04	1.997
Sales Price/Acre		$392,087	$270,833	$50,075
Date of Sale		2/28/07	4/11/07	9/29/06
Corner	No	Yes	Yes	No
Location	Hwy 321	Hwy 321	Hwy 321	Hwy 321
Utility	Has P/L	Good	Good	Good
Shape	L	Rectangular	Rectangular	Rectangular
ADJUSTMENTS				
Corner		- 10%	- 10%	0%
Location		0%	0%	0%
Utility		- 25%	- 25%	- 25%
Shape		- 20%	- 20%	- 20%
Size		- 30%	- 30%	- 30%
Net Adjustments		- 85%	- 85%	- 75%
Ind. Value/Acre		$58,813	$40,625	$12,519

There have been a limited number of sales in the Gaston area from 2006 to 2008. Sale 1 and 2 occurred in 2007 and Sale 3 occurred in 2006. Sales 1 and 2 required a minus 10% corner adjustment. All three sales required a minus 25% utility adjustment due to the 100 foot wide power line on subject. All three sales required a minus 20% shape adjustment. All three sales required a minus 30% size adjustment. Sales off of Highway 321 and outside of Gaston will require subjective location adjustments. The range of value is from $12,519 per acre to $58,813 per acre. After considering these three sales, it is the appraiser's opinion that the indicated value of subject is $28,000 per acre.

11.29 Acres X $28,000/Acre	=	$316,120
Rounded to		$315,000

INCOME CAPITALIZATION APPROACH

The Income Capitalization Approach was omitted in this appraisal as the subject is vacant land.

RECONCILIATION AND FINAL VALUE ESTIMATE

Three land sales were utilized to estimate the market value of subject. These three sales occurred in 2006 and 2007 and were closest in proximity to the subject property and provided a reliable indication of value. The market value of subject is $28,000 per acre which is $315,000 for the 11.29 acres.

Therefore, it is the appraiser's opinion that the market value of subject as of September 24, 2008 is:

THREE HUNDRED FIFTEEN THOUSAND DOLLARS
($315,000)

ADDENDA

DEFINITIONS/GLOSSARY

The following terminology is used throughout this report. All definitions cited were derived either from: The Dictionary of Real Estate Appraisal, Fifth Edition, published by the Appraisal Institute, 2010; by The Appraisal of Real Estate, Thirteenth Edition, the Appraisal Institute, 2008; or by the most recent edition of the Uniform Standards of Professional Appraisal Practice.

APPRAISAL: (noun) The act or process of developing an opinion of value; an opinion of value. (adjective) Of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

APPRAISAL APPROACH: A systematic process of developing an opinion of value. Depending on the nature of the property and purposes of the assignment, three approaches may be applied: Sales Comparison, Income Capitalization, and Cost Approaches or variations thereof.

APPRAISAL PROCEDURE: The act, manner, and technique of conducting the steps of an appraisal method.

APPRAISAL TECHNIQUE: A technical method to develop an opinion of value; a synonym for procedure.

CAPITALIZATION: The conversion of income into value.

CAPITALIZATION RATE: A rate used to convert income into value.

CASH FLOW ANALYSIS: A study of the anticipated movement of cash into or out of an investment.

COST APPROACH: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, (or replacement for) the existing structure; including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.

DATE OF THE REPORT: The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is prepared by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal.

DEPRECIATION: In appraising, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

DIRECT CAPITALIZATION: A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the income estimate by an appropriate capitalization rate or by multiplying the income estimate by an

appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only a single year's income is used. Yield and value changes are implied but not identified.

DISCOUNT RATE: A yield rate used to convert future payments or receipts into present value. The discount rate may or may not be the same and the internal rate of return (IRR) or yield rate depending on how it is extracted from the market and/or used in the analysis.

DISCOUNTED CASH FLOW (DCF) ANALYSIS: The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams as well as the quantity and timing of the reversion and discounts each to its present value at a specified yield rate. DCF analysis can be applied with any yield capitalization technique and may be performed on either a lease-by-lease or aggregate basis.

DISCOUNTING: A procedure used to convert periodic incomes, cash flows and reversions into present value; based on the assumption that benefits received in the future are worth less than the same benefits received now.

EFFECTIVE AGE: The age of property that is based on the amount of observed deterioration and obsolescence it has sustained which may be different from its chronological age.

EFFECTIVE DATE: The date at which the analyses, opinions and advice in an appraisal, review or consulting service apply. In a lease document, the date upon which the lease goes into effect.

EFFECTIVE DATE OF THE APPRAISAL: The date at which the value estimate in an appraisal applies which may or may not be the date of the inspection; the date of the market conditions that provide the context for the value estimate.

FEE SIMPLE ESTATE: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

HIGHEST AND BEST USE: The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

HIGHEST AND BEST USE OF LAND OR A SITE AS THOUGH VACANT: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that a parcel of land is vacant or can be made vacant by demolishing any improvements.

HIGHEST AND BEST USE OF PROPERTY AS IMPROVED: The use that should be made of a property as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

INCOME CAPITALIZATION APPROACH: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated

benefits (cash flows and reversions) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

LEASED FEE ESTATE: The ownership interest that the landlord or lessor maintains in a property under a lease with the rights of use and occupancy being conveyed or granted to a tenant or lessee. The ownership interest in a leased property.

LEASED FEE INTEREST: A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

LEASEHOLD INTEREST: The tenant's possessory interest created by a lease.

LEGAL DESCRIPTION: A description of land that identifies the real estate according to a system established or approved by law; an exact description that enables the real estate to be located and identified.

MARKET RENT: The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options and tenant improvements; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

1. Lessee and lessor are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. The rent payment is made in terms of cash in U.S. dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.
5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

MARKET VALUE: "The most probable price, as of a specified date, in cash, or in terms equivalent to cash or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeably, and for self-interest and assuming that neither is under undue duress

Also:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

REAL ESTATE: Physical land and appurtenances attached to the land, e.g., structures. An identified parcel or tract of land, including improvements, if any.

REAL PROPERTY: All interests, benefits, and rights inherent in the ownership of physical real estate; the bundle of rights with which the ownership of the real estate is endowed. In some states, real property is defined by statute and is synonymous with real estate.

REPORT: Any communication, written or oral, of an appraisal, appraisal review, or appraisal consulting service that is transmitted to the client upon completion of an assignment.

SALES COMPARISON APPROACH: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sales prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

YIELD CAPITALIZATION: The capitalization method used to convert future benefits into present value by discounting each future benefit at an appropriate yield rate or by developing an overall rate that explicitly reflects the investment's income pattern, value change and yield rate.

QUALIFICATIONS OF JOSEPH B. ROSEN, MAI, SRA, ASA

REAL ESTATE APPRAISER AND CONSULTANT
1717 Laurel Street, P.O. Box 28, Columbia, SC 29202-0028
Phone: 803/252-9321 Fax: 803/765-9889

PROFESSIONAL DESIGNATIONS AND AFFILIATIONS

MAI – Designation – Appraisal Institute (Certificate No. 8941)
SRPA – Senior Real Property Appraiser membership in the Appraisal Institute
SRA – Senior Residential Appraiser membership in the Appraisal Institute
ASA – Accredited Senior Appraiser, American Society of Appraisers
RM – Residential Member in the Appraisal Institute (Certificate No. 2252)
State Certified General Real Estate Appraiser – South Carolina, Cert. # CG177
State Certified General Real Estate Appraiser – North Carolina, Cert. # A1786
State Certified General Real Property Appraiser – Georgia, Cert. # 6888
Licensed as a Real Estate Broker by the State of South Carolina
Past President (1988-89) SREA Chapter #194 of the Society of Real Estate Appraisers
Realtor Member of Columbia, South Carolina and National Board of Realtors.
Member of The Appraisal Section of the National Association of Realtors

EDUCATION

Univ. of S. C. Graduate 1977 – Bachelor of Science in Finance – Real Estate.
Recent Seminars: (2005 to Present)
Contact the appraiser for seminar list from 1978 through 2004

Easement Valuation, Course 403 02/05
Appraisal of Commercial Properties in Declining Markets 04/05
Appraising Convenience Stores 06/05
Real Estate Investment and Development 01/06
Highest & Best Use Analysis 4/06
National USPAP Update 5/05 and 4/06
Fair Housing 5/06
Inverse Condemnation 1/07
Uniform Appraisal Standards for Federal Land Acquisitions (16 Hrs.) 1/07
The Valuation of Wetlands 7/07
Analyzing Distressed Real Estate 1/08
Legal Terminology & Non Tax Statutes that Affect the Assessor 4/08
Spotlight on USPAP: Common Errors and Issues 7/08
Valuation of Conservation Easements 8/08
SC Real Property Reform Act of 2006 1/09
Appraisal Challenges: Declining Markets and Sales Concessions 1/09
Appraisal Curriculum Overview 3/09
National USPAP Update 5/09
Business Practices and Ethics 5/09
Appraising Distressed Commercial Real Estate 1/10
Spotlight on USPAP – Agreement for Services-Instructions 1/10
Understanding and Testing DCF Valuation Models – Pt. 1, 7/10
Residential Appraisal Update 2010: Staying Competent in a New Decade 1/27/11
The Lending World in Crisis: What Clients need Their Appraisers to Know 1/28/11
Advanced Spreadsheet Modeling for Valuation Applications 4/29/11
USPAP Update 5/12/11
Analyzing the Effects of Contamination on Real Property 7/21/11
USPAP Update 1/18/12
Fundamentals of Separating Real Property, Personal Property, Intangible Business Assets 3/1-2/12
Understand and Applying Litigation Skills 7/19/12
Conservation Easements and Your Taxes 1/31/13
Marketability Studies: Advanced Considerations and Applications 2/1/13
Business Practices and Ethics 5/10/13
Spotlight on USPAP: Common Errors and Issues 7/18/13
Lawyers and Appraisers 10/25/13

Appraisal Institute Courses Completed and passed exams:
Basic Appraisal Principles Methods and Techniques, Course 1-A, 1979
Capitalization Theory and Techniques Part A and B, Course 1BA and 1BB, 1987
Residential Valuation Course 8-2, Standards of Professional Practice Part A, 1995; Part B, 1996; Part C, 1999

Report Writing and Valuation Analysis 2-2, 1989
Case Studies in Real Estate Valuation 2-1, 1990
Litigation Valuation Overview 700 – 1999
Condemnation Appraising: Advanced Topics & Applications 720 – 1999
Business Practices and Ethics, Course 420 – 2003

PROFESSIONAL EXPERIENCE

Real Estate Appraiser for Harvey J. Rosen, SRA, since July 1973. Assignments completed for banks, business firms, government agencies, corporations and individuals includes: lots, acreage, resort lots, condominiums, residences (560 SF to 12,000 SF), multi-family, office buildings, car washes, churches, medical buildings, radio towers, service stations, restaurants, convenience stores, warehouses, commercial properties, partial and total acquisitions, and easements.

Qualified and testified as Expert Witness on Real Estate Valuation before the Court of Common Pleas in Richland, Lexington and Kershaw Counties, Master's Court for Richland County, Family Court for Richland County and Lexington County and U.S. Bankruptcy Court in Columbia, South Carolina.

REPRESENTATIVE MAJOR CLIENTS SERVED

Arthur State Bank	Capital Bank	South Carolina Bank & Trust
Ameris Bank	First Citizens Bank	South Carolina Dept. Transportation
Bank of America	First Community Bank	University of South Carolina
BB&T	Lexington Medical Center	

STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON	)))	IN THE COURT OF COMMON PLEAS ELEVENTH JUDICIAL CIRCUIT CASE NO.: 2010-CP-32-2038
Oliver Grady Query, and The Estate of Grady W. Query, by its Personal Representative, Oliver Grady Query, Plaintiffs, v. Ladislao Castrejon, Alberto Lozano, and Jesus Brito, Defendants.	)	DEFENDANT CASTREJON'S AND DEFENDANT LOZANO'S POST-TRIAL MEMORANDUM

INTRODUCTION

This matter was tried on November 21, 2013 at the Lexington County Courthouse. Plaintiffs were represented by Mark Evans, Esquire. Defendants Castrejon and Lozano were represented by Allen Bullard, Esquire. Defendant Brito did not appear. This case involves a dispute over a contract for the purchase and sale of real property. Plaintiffs seek to hold Defendants liable for the breach of an agreement to purchase an 11.29 acre parcel of land located in Gaston, South Carolina ("the property") and ask the Court to award them damages. At trial Plaintiffs presented the testimony of Plaintiff Grady Query, Tommy Dawson and Elizabeth Keys. Defendants Castrejon and Lozano each testified and presented the testimony of Joseph Rosen. At the conclusion of trial, the Court requested the parties submit memoranda in support of their respective position on certain issues. The joint memorandum of Defendants Castrejon and Lozano follows.

ARGUMENT

I. Timeline of Pertinent Events

Defendants offer the following timeline of events pertinent to this matter.

Date	Matter
3/24/08	Offer to Purchase for $275,000 (Plaintiffs' Exhibit #3)
3/27/08	Contract (Plaintiffs' Exhibit #4)
3/27/08	Earnest Money Check (Defendants' Exhibit #1)
8/12/08	Hudnall email to Query re document prep (Plaintiffs' Exhibit #6)
8/12/08	Email from Tommy Dawson to Jodi Hudnall (Plaintiffs' Exhibit #10)
9/23/08	Fax from T. O'Brien (Query) to Hudnall forwarding signature pages (Plaintiffs' Exhibit #9)

II. Plaintiffs' claims against Alberto Lozano should be dismissed with prejudice based upon Plaintiffs' previous representations to that effect.

At the conclusion of trial the Court, among other things, instructed the parties to address whether Plaintiffs had met their burden of proof that they had a valid and enforceable contract with Mr. Lozano. Specifically, the Court directed the parties to discuss whether sufficient evidence of a meeting of the minds had occurred between Plaintiffs and Mr. Lozano. Subsequently, on or about November 22, 2013, Plaintiffs' counsel forwarded a memorandum to the court indicating that Plaintiffs were dismissing with prejudice all claims against Mr. Lozano. [Exhibit A]. Thus, based on the representations of Plaintiffs, Mr. Lozano submits that an order should be entered dismissing all claims against him with prejudice.

Based upon the foregoing, the remaining arguments in this memorandum focus on Mr. Castrejon's defenses to Plaintiffs' claims. Should Plaintiffs indicate in their memorandum some desire to rescind the dismissal of the claims against Mr. Lozano, Mr. Lozano requests (1) an

opportunity to submit a supplemental memorandum addressing the merits of Plaintiffs' claims against him, and (2) an opportunity to brief the issue of whether Plaintiffs may rescind the dismissal.

III. Plaintiffs' claim for breach of contract against Ladislao Castrejon fails because the contract contained a condition precedent relating to financing which was never met.

At trial Plaintiffs presented the Court with two offers to purchase the property. Both were on a standard form of the Greater Columbia Association of Realtors captioned "Land, Lots and Acreage Offer to Purchase," and both were dated March 20, 2008 in paragraph 1. However, the first appeared to be the initial offer to purchase as it contained a purchase price that was lower than the purchase price ultimately agreed to by the parties. It also failed to contain signatures of the Plaintiffs (Sellers). [Exhibit B]. The second appeared to represent the actual agreement between the parties as it contained Mr. Query's signatures, indicating his acceptance of the offer to purchase. The signatures contained on the second document were all dated March 27, 2008. It is this second document which Plaintiffs seek to enforce ("the Contract"). [Trial Transcript, p. 56, l. 24 – p. 59, l. 15; p. 69, ll. 6-13; p. 70, ll. 6-12]. Paragraphs 3 of the Contract required Mr. Castrejon, the purchaser, to make a two thousand dollar ($2000) earnest money deposit, which was to be held by Mr. Query's realtor, a forty-eight thousand dollar ($48,000) down payment, and obtain a loan of two hundred fifty-two thousand five hundred dollars ($252,500). [Exhibit C, ¶ 3]. Paragraph 6 of the Contract explicitly made the Contract contingent upon Mr. Castrejon obtaining the financing referenced in paragraph 3. [Id., ¶ 6]. The financing was never obtained and, thus, the contingency was not met.

All parties acknowledge that Mr. Castrejon made attempts to secure $252,500 in financing from BB&T, the bank with whom he had a previous lending relationship, but those attempts were unsuccessful. [Tr., p. 59, l. 16 – p. 60, l. 1; p. 60, ll. 15-20; p. 103, l. 6 – p. 104, l.

9; p. 160, l. 1 – p. 161, l. 2]. Mr. Castrejon also made attempts to secure the down payment from Mr. Brito, but that was unsuccessful as well. [Tr. p. 162, l. 20 – p. 163, l. 4; pp. 163, ll. 8-10; p. 164, l. 20 – p. 165, l. 7].

A condition precedent is an act which must occur before performance is due. Alexander's Land Co., L.L.C. v. M&M&K Corp., 390 S.C. 582, 596, 703 S.E.2d 207, 214 (2010). If a contract contains a condition precedent, that condition must occur before a party's duty to perform arises. McGill v. Moore, 381 S.C. 179, 187, 672 S.E.2d 571, 575 (2009). Generally, the failure of one to perform under a contract because of his inability to obtain financing from a third party on whom he relied to furnish money will not excuse performance, in the absence of a contract provision in that regard. However, paragraph 6 of the Contract had just such a term. It read, "Contract is contingent upon above financing." In 2008 the South Carolina Court of Appeals, construing identical language, determined that the phrase "is contingent upon" is a clear and unambiguous condition precedent. The Court reasoned as follows:

> The use of the language "is contingent upon" is unequivocal and patently indicates the parties' respective obligations to buy and sell ... are contingent on [the purchaser's] ability to secure financing. No other meaning could be deduced from such clear and commonly used language.

M&M Group, Inc. v. Holmes, 379 S.C. 468; 666 S.E.2d 262 (Ct. App. 2008).

Financing is "the act or process or an instance of raising or providing funds" or "the funds thus raised or provided." (Merriam-Webster Dictionary, 2014 Online Edition, http://www.merriam-webster.com/dictionary/financing); BLACK'S LAW DICTIONARY 663 (8th Ed. 2004)("the act or process of raising or providing funds"). The phrase "above financing" found in paragraph 6 of the Contract had three components – (1) an earnest money deposit of $2000; (2) a $48,000 down payment; and, (3) a $252,500 loan. Since each of the three components of the contract purchase price noted above had to be paid to Plaintiffs before their

obligation to deliver the property to Mr. Castrejon, they collectively make up the "financing" for this transaction. Although Mr. Castrejon made an effort to secure both, he was never able to deliver the down payment, nor the additional $252,500. Mr. Castrejon tried but failed to obtain the down payment from Jesus Brito. While there was some indication that he might be able to do so, Mr. Brito eventually decided he was not willing to provide the funds, and Mr. Castrejon had no other means to obtain them. Likewise, his attempts to obtain a loan from BB&T for $252,500 proved unsuccessful. Mr. Castrejon's inability to obtain the down payment ($48,000) and remaining funds ($252,500) for the purchase of the property, therefore, constitute a failure of the contract's financing contingency, and excuses him from performance. Storen v. Meadors, 295 S.C. 438, 440, 369 S.E.2d 651, 652 (Ct. App. 1988)(prospective buyer excused from performance under a real estate purchase contract with a financing contingency clause when buyer made good faith effort to obtain financing); Nodolf v. Nelson, 103 Wis.2d 656, 658, 309 N.W.2d 397, 398 (Ct. App. 1981)("Subject to financing" clause in real estate purchase contract creates condition precedent to buyer's performance which delays the enforceability of the contract until condition has been met).

Plaintiffs contend that their offer to provide owner financing for a portion of the purchase price satisfied the condition precedent and, thereby, made the contract enforceable. However, Plaintiffs' position is untenable. First and foremost, Plaintiffs' attempt to modify the terms of the Contract violated the Statute of Frauds, and those terms are, therefore, unenforceable. The Statute of Frauds, S.C. Code Ann. § 32-3-10, provides in pertinent part:

> § 32-3-10. Agreements required to be in writing and signed.
>
> No action shall be brought whereby:
>
> ...

> (4) To charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them;
>
> ...
>
> Unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized.

To satisfy the Statute of Frauds, every essential element of the contract must be expressed in a writing signed by the party to be compelled. Fici v. Koon, 372 S.C. 341, 642 S.E.2d 602 (2007); Cash v. Maddox, 265 S.C. 480, 220 S.E.2d 121 (1975); Speed v. Speed, 213 S.C. 401, 49 S.E.2d 588 (1948). The burden of proof is on the party seeking to enforce the contract. Cash, supra.

As discussed above, the Contract called for Mr. Castrejon to pay a $2000 earnest money deposit, a $48,000 down payment and obtain a loan for the balance of the purchase price ($252,500). The owner financing proposed by Plaintiffs varied these terms and required a $75,000 down payment and a loan of $227,500.[1] [Tr., p. 69, ll. 1-4; p. 108, ll. 4-7; p. 108, l. 18 – p. 109, l. 9; p. 130, l. 24 – p. 131, l. 22; Plaintiff's Exhibit #10, p. 2]. Contracts required by the Statute of Frauds to be in writing cannot be orally modified. Player v. Chandler, 299 S.C. 101, 105, 382 S.E.2d 891, 894 (1989). Since none of these modified terms were reduced to a writing signed by Mr. Castrejon, they fail to meet the requirements of the Statute of Frauds and cannot be enforced against him. [Tr., p. 131, l. 7 – p. 132, l. 4; p. 161, l. 11 – p. 162, l. 10].

Moreover, even if the owner financing terms did not violate the Statute of Frauds, they still failed to satisfy the condition precedent. As discussed above, although the Contract broke the purchase price into three pieces (earnest money, down payment and loan), they all collectively constituted Mr. Castrejon's financing obligation for the transaction. The evidence

[1] It could be argued that the owner financing terms also varied the purchase price. If the earnest money, down payment and owner financing portions of the overall owner financing deal are added together, the total purchase

presented at trial indicated that Mr. Castrejon intended to borrow the $252,500 loan portion of the financing called for in the Contract from BB&T. [Tr., p. 160, ll. 1-24].[2] No one disputes that Mr. Castrejon contacted BB&T and attempted to arrange that financing, but was unable to do so. Thus, he could not secure the financing required under the terms of the Contract.

Likewise, the uncontroverted evidence indicates that Mr. Castrejon was never able to secure the down payment component of his financing under the owner financing deal. Mr. Castrejon was relying on a business associate, Defendant Jesus Brito, to supply the funds for the down payment, and initially, Mr. Brito indicated he would do so. Unfortunately, Mr. Brito changed his mind, and Mr. Castrejon had no other means to make good on the $75,000 down payment. [Tr., p. 162, l. 20 – p. 163, l. 10; p. 164, l. 20 – p. 164, l. 7]. Therefore, he was not able to secure financing under the terms of the owner financing deal either.

At trial it appeared that Plaintiffs felt that Mr. Castrejon was precluded from obtaining third-party financing for the down payment portion of the purchase price, and was instead, obligated to provide those funds through his own personal finances. Plaintiffs' point appeared to be that this personal financing obligation somehow removed the down payment from the condition precedent analysis. Essentially, it appears that Plaintiffs argue that because they were willing to owner finance $227,500 of the purchase price pursuant in the owner financing deal, the financing contingency had been met, despite the fact that, even with the owner financing, Mr. Castrejon was still $75,000 short of the purchase price. However, neither the Contract nor the owner financing deal restricted Mr. Castrejon's potential sources of funds for the down payment

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price becomes $304,500 instead of the original $302,500 contained in the Contract. $2000 + $75,000 + $227,500 = $304,500.

[2] Although it is not entirely clear, based upon his testimony that he was relying on Jesus Brito for the $75,000 down payment and his testimony that the property was going to be owned by Brito-Castrejon Properties, it appears that Mr. Castrejon was relying on Mr. Brito for the $48,000 down payment referenced in the Contract as well. [Tr., p. 160, ll. 1-24; p. 167, l. 22 – p. 168, l. 6]. Given the reason for Mr. Brito's ultimate decision not to lend the funds for

in this manner, nor did either contain any comparable provision limiting the financing contingency to only a portion of the purchase price. Thus, Plaintiffs' position is not supported by the evidence.

IV. The Contract expired pursuant to its own terms and is no longer enforceable.

Generally, if the terms of a contract are clear and unambiguous, courts must enforce the contract according to its terms regardless of its wisdom or folly. Southern Atlantic Financial Services, Inc. v. Middleton, 356 S.C. 444, 590 S.E.2d 27 (2003). The Contract contained both a "time is of the essence" clause and one which set a specific deadline by which the transaction was to be consummated. [Exhibit C (Plaintiff's Trial Exhibit #4), ¶ 11, ¶ 13]. That deadline was April 25, 2008. [Id., ¶ 11.] It is uncontroverted that the transaction did not close by the date specified in the Contract. [Tr., p. 60, ll. 2-14; p. 63, l. 22 – p. 64, l. 8; p. 69, ll. 6-16; p. 75, ll. 8-10; p. 76, ll. 19-22; p. 79, ll. 1-7]. Normally, a contract which by its terms has expired is legally defunct. Thayer v. Damiano, 9 Wn. App. 207, 210, 511 P.2d 84 (1973). Plaintiffs, nevertheless, claim that the contract remained active, and presumably continues to remain so, because the time to close was, apparently, extended for indefinitely by agreement of the parties.[3]

As discussed above, the Statute of Frauds requires that any contract for the sale of lands be in writing and signed by the person against whom it is to be enforced. In addition, to satisfy the Statute of Frauds, every essential element of a contract must be expressed in a writing signed by the party to be compelled. Fici v. Koon, 372 S.C. 341, 642 S.E.2d 602 (2007); Cash v. Maddox, 265 S.C. 480, 220 S.E.2d 121 (1975); Speed v. Speed, 213 S.C. 401, 49 S.E.2d 588

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the down payment would have existed under either financing scenario, it is reasonable to conclude he would not have loaned Mr. Castrejon the $48,000 down payment either.

[3] An indefinite extension runs contrary to a "time is of the essence" clause and is generally impermissible. Agreements for an extension of time of contracts must be for a definite time or capable of being made so by some future event which is sure to occur. Pavey v. Collins, 31 Wash. 2d 864, 199 P. 2d 571 (1948); Dobbins v. City Bond & Mortgage Co., 343 Mo. 1001, 124 S. W. 2d 1111 (1938); Strickler Engineering Corp. v. Seminar, 210 Md. 93, 102 (Md. 1956).

(1948). While Mr. Castrejon does not contest that the Contract satisfies the Statute of Frauds, he does take issue with Plaintiffs ability to orally modify its terms. Since the Contract was for the sale of land, any amendment thereto must also comply with the Statute of Frauds. An oral amendment is legally insufficient. Windham v. Honeycutt, 279 S.C. 109, 302 S.E.2d 856 (1983)(a contract required to be in writing by the Statute of Frauds cannot be orally modified); Player v. Chandler, 299 S.C. 101, 105, 382 S.E.2d 891, 894 (1989)(same); State v. McIntyre, 307 S.C. 363, 365, 415 S.E.2d 399, 400 (1991)(same); Palmetto Bank v. Cardwell, 2012 S.C. App. Unpub. LEXIS 615 (S.C. Ct. App. Sept. 5, 2012)(same). Plaintiffs candidly admitted there was no writing signed by any of the parties evidencing an agreement to extend the deadline for closing, and none was produced at trial. [Tr., p. 89, l. 12 – p. 91, l. 12]. Therefore, the attempted extension is ineffectual and unenforceable. Consequently, the Contract expired and is, likewise, unenforceable.

Even if the Statute of Frauds was not an impediment to the modification of the Contract, Plaintiffs' claim that the deadline to close the transaction was extended still fails, because the attempts to extend the deadline was not timely. To properly extend the Contract deadline, the extension needed to be accomplished prior to the termination of the Contract on April 25, 2008. See, 17A C. J. S., *Contracts*, § 373, p. 422 (contract which by its terms has expired is legally defunct, and there is nothing on which an extension agreement may legally operate. To bring the terms of an extinguished contract into renewed existence requires a new contract embodying such terms).

While there is some evidence that at some point the parties attempted to move forward with the transaction in August or September 2008, the evidence indicates that these attempts to revive the Contract did not begin until August 2008. The one document Plaintiffs pointed to at

trial as evidence of the parties' agreement was an email from Sam Jefcoat's paralegal dated August 12, 2008. [Exhibit D (Plaintiff's Trial Exhibit #6); Tr., p. 89, ll. 12-20]. Although Mr. Query did indicate he thought there might be some notes somewhere else reflecting an intention to modify the terms of the Contract, he believed those notes only related to the owner financing terms and were not created until August 2008. [Tr., p. 90, l. 1 – p. 91, l. 12]. Really, the majority of the testimony relating to an extension of the Contract terms was tied to the commencement of discussions regarding owner financing. Initially, Mr. Query testified that he did not know when those discussions began. [Tr., p. 61, ll. 3-6]. Mr. Dawson testified that those discussions took place after Mr. Castrejon finally determined that he was not going to be able to obtain bank financing, which he recalled was sometime around April 28, 2008. [Tr., p. 104, l. 2 – p. 105, l. 1; p. 126, l. 10 – p. 127, l. 15]. Mr. Dawson further indicated that once the decision to proceed with owner financing was made he contacted Mr. Jefcoat, whom he understood to be the closing attorney. He testified that this contact did not occur until August 12, 2008. [Tr., p. 105, l. 2 – p. 106, l. 11; p. 144, ll. 6-9]. Mr. Castrejon testified that it was not until several months after he was turned down for bank financing that the issue of owner financing arose. [Tr., p. 161, ll. 3-10].

Taken in its totality, the witnesses' testimony and the documentary evidence presented indicates that the parties did not contemplate extending the closing date until sometime after April 28, 2008 at the earliest, which would have been after the Contract had already expired. Once the Contract expired, there was no viable contract for the parties to modify. Their only recourse was to enter into a new contract. Since they failed to extend the Contract while it still remained viable and executory, the Contract expired and became unenforceable. Property Sales, Inc. v. Irvington Ice Cream & Frozen Arts, Inc., 184 Neb. 17, 21-22 (Neb. 1969)(So long as the

contract remained executory, the parties thereto, acting upon sufficient consideration, could by agreement rescind, alter, modify, supplement, or replace it; but when the contract had terminated or been extinguished, it was no longer subject to extension, for extension implies an existing agreement. To bring the terms of an extinguished contract into renewed existence requires a new contract embodying such terms).

V. Even if the owner financing terms satisfied Mr. Castrejon's financing condition precedent, Plaintiffs cannot enforce Mr. Castrejon's purchase obligation under the Contract because the owner financing terms would not have passed title free of encumbrances.

The Contract required Plaintiffs to convey marketable title, free of encumbrances. Specifically, paragraph 11 of the Contract read as follows:

> Conveyance shall be made subject to all easements as well as covenants of record (*provided they do not make the title unmarketable*) and to all governmental statutes, ordinances, rules and regulations. *Seller agrees to convey by marketable title* and to have prepared a proper statutory warranty deed *free of encumbrances*, except as herein stated. (emphasis added).

There were no exceptions to Plaintiffs' duty to convey the property free of encumbrances noted elsewhere in the Contract.

An encumbrance is a right or interest in the land granted which may subsist in third persons to the diminution in value of the estate although consistent with the passing of the fee. A mortgage is a classic example. Truck South, Inc. v. Patel, 339 S.C. 40, 48, 528 S.E.2d 424, 428-429 (2000); Martin v. Floyd, 282 S.C. 47, 51, 317 S.E.2d 133, 136 (Ct. App. 1984) (quoting 21 C.J.S. Covenants § 142); see also BLACK'S LAW DICTIONARY 547 (7th ed. 1999)("A claim or liability that is attached to property or some other right that may lessen its value, *such as a lien or mortgage*; any property right that is not an ownership interest.")(emphasis added).

A marketable title is one free from encumbrances and any reasonable doubt to its validity. Gibbs v. G.K.H., Inc., 311 S.C. 103, 105, 427 S.E.2d 701, 702 (Ct. App. 1993). It is a

title which a reasonable purchaser, well-informed as to the facts and their legal significance, is ready and willing to accept. Scalise Development, Inc. v. Tidelands Investments, LLC, 392 S.C. 27, 33, 707 S.E.2d 440, 443 (Ct. App. 2011). A purchaser of realty cannot be required to take a doubtful title. Sanders v. Coastal Capital Ventures, Inc., 296 S.C. 132, 134, 370 S.E.2d 903, 905 (Ct. App. 1988).

Mr. Query testified at trial that Plaintiffs intended to use the $75,000 down payment to reduce the existing mortgage. However, he acknowledged that the existing mortgage would not be paid off in full, but would remain against the property, with Plaintiffs' owner financing constitute a second mortgage against the property.[4] [Tr., p. 98, l. 15 – p. 99, l. 21]. A purchaser of real property is not required to accept an encumbered title, trusting to the good faith of the sellers to satisfy the liens at some future time. Robeson-Marion Development Company, Inc. v. Powers Company, Inc., 256 S.C. 583, 183 S.E.2d 454 (1971); Treadaway v. Williams, 163 So. 2d 911, 914 (La. App. 4th Cir. 1964)(purchaser not required to purchase property when uncancelled encumbrances exceed amount seller receives at closing); Shear v. Helm, 195 Kan. 281, 287, 403 P.2d 941 (1965)(buyer not expected to proceed with contract where seller unable to remove encumbrances). Since the funds Plaintiffs would have received upon closing the owner financing deal would not have been sufficient to remove the existing mortgage, Mr. Castrejon was excused from proceeding with the transaction, and cannot, therefore, be found in breach.

VI. Even if the owner financing deal were found to fall outside the Statute of Frauds, Plaintiffs are prohibited from obtaining damages for their action for breach of contract.

The Statute of Frauds requires in pertinent part that a contract for the sale of land must be in writing. A proponent of an oral contract to convey real estate may remove it from the Statute

of Frauds if he can show part performance. Beckham v. Short, 294 S.C. 415, 365 S.E.2d 42 (Ct. App. 1988). Performance may be proved by evidence of the following: (1) improvements to the real estate; (2) possession of the real estate; (3) payment of the purchase price. Stackhouse v. Cook, 271 S.C. 518, 248 S.E.2d 482 (1978). Actual possession and improvements to the property are the strongest evidence to show part performance. Scurry v. Edwards, 232 S.C. 53, 100 S.E.2d 812 (1957). Payment of the purchase price is the weakest evidence of part performance and will not suffice on its own to remove a contract from the Statute of Frauds. McMillan v. McMillan, 77 S.C. 511, 58 S.E. 431 (1907). In order to overcome the Statute of Frauds, a proponent must establish the parol contract by competent and satisfactory proof, such as is clear, definite and certain. Aust v. Beard, 230 S.C. 515, 96 S.E. (2d) 558 (1957). In the instant case there were no improvements to the real estate by either Plaintiffs or Mr. Castrejon as a result of the Contract or the owner financing deal. Mr. Castrejon never took possession of the real estate and he never paid the purchase price. Thus, no evidence of part performance exists here to remove the owner financing deal from the Statute of Frauds.

Furthermore, Plaintiffs' mere forbearance is insufficient to remove the oral owner financing deal from the Statue of Frauds. To successfully remove an oral contract from the Statute of Frauds the proponent must show that he performed some act that resulted in a loss to him which, in turn, enriched the other party.

> An oral contract within the Statute of Frauds may be taken out by performance where one party does some act essential to performance of the agreement resulting in loss to himself and benefit to the other. *Scurry v. Edwards, 232 S.C. 53, 100 S.E. (2d) 812 (1957).* However, inaction by one party which results in no loss to him or benefit to the other will not remove a parol agreement from the Statute. While mere forebearance may be good consideration to support an oral promise, it is not performance which will exempt a parol agreement from the Statute of Frauds, because it does not enrich the other party at the expense of the

[4] It appeared that this fact was not made known to Mr. Castrejon. If so, it is yet another term material to the owner financing deal that was not reduced to writing as required by the Statute of Frauds.

> passive party and for that reason does not in law imply an obligation by the other party to perform his agreement or estop him to deny it.

Graham v. Prince, 293 S.C. 77, 81-82, 358 S.E.2d 714, 717 (Ct. App. 1987). Here, the Plaintiffs produced no such evidence. Taking the testimony in the light most favorable to Plaintiffs, the most they could show was that they did not sell the property to anyone else while they continued to negotiate with Mr. Castrejon. However, they did not present any evidence indicating they incurred any loss in doing so, nor did they produce any evidence of how this action resulted in any particular benefit to Mr. Castrejon.

Even were such evidence to exist, Plaintiffs would, nevertheless, be precluded from collecting contract damages from Mr. Castrejon on their breach of contract claim, for they are not available when a parol contract is removed from the application of the Statute of Frauds. A party aggrieved by the breach of a contract relating to the acquisition by him of an interest in real estate has certain remedies both in law and in equity: In equity (a) he may stand upon his contract and bring an action for its specific performance; or (b) he may abandon the contract for good cause, demand a rescission and a return of the value of the consideration paid by him. At law that party may (a) affirm the validity of the contract and sue for damages resulting from the other party's breach of the contract; or (b) he may sue for the value of the consideration paid by him. White v. McKnight, 146 S.C. 59, 65, 143 S.E. 552, 554 (1928). In this case, Plaintiffs initially brought a cause of action against Mr. Castrejon for specific performance. However, they withdrew that cause of action with prejudice at the outset of trial. [Tr., p. 6, l. 17 – p. 7, l. 12]. Plaintiffs have not sought rescission of the contract in equity nor have they sued for consideration paid by them. Instead, they have chosen to sue Mr. Castrejon for damages for breach of contract.

When one seeks to enforce an oral agreement for the sale of land which offends the Statute of Frauds, he may rescind the contract, obtain specific performance or he may recover reliance damages, for enforcement of such an agreement is founded in equity. However, he may not enforce the contract by virtue of a suit at law for breach of contract. As the South Carolina Supreme Court explained:

> The plaintiff's right to maintain the action [at law and in equity] has been insisted upon. A parol contract for the sale of land is within the fourth section of the statute of frauds, and it would be but an evasion of this provision of the statute if damages may be recovered for the breach of such a contract. * * * It has been urged that the plaintiff's possession was in part performance of the contract, and that such a case is not embraced within the statute. Courts of equity have decreed the specific performance of a contract partly executed, but this is strictly an equitable doctrine, and we are not prepared to say that a party may recover damages for the breach of every contract which a Court of Equity would specifically enforce. * * * But where an agreement has been partly carried into execution the better opinion is that relief is limited to the Court of Equity.
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> ...
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> Then it is again suggested that plaintiff was at least entitled to right to go to the jury to recover $ 8.50, due under the contract, before his discharge on June 19, 1899. It should be recalled that plaintiff has elected to sue on a contract not enforceable--a contract obnoxious to the provisions contained in Section 4 of the statute against frauds and perjuries, and hence this position is not tenable.
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> ...
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> The provision prohibiting any action to be brought on an oral contract within the statute includes actions based indirectly on the contract. An action for damages for its breach is in effect one for its enforcement and cannot be maintained; and this is, as a general rule, held true, though there has been such a part performance by the plaintiff as would authorize a Court of equity to decree the specific performance by the other party.

Id., 146 S.C. at 66-68. Indeed, it would not even be necessary for the Court to entertain Plaintiffs' evidence of part performance, were there any. As the White Court noted:

> [I]t is impossible to maintain an action at law for damages on account of the breach of a parol contract obnoxious to the statute, by virtue of alleged part performance of the contract, the evidence tending to establish the claim of the

> plaintiff to such part performance becomes entirely negligible; however convincing it may be and however clearly referable exclusively to the parol contract, it "availeth nothing."

Id., 146 S.C. at 69-70. The doctrine of part performance simply does not permit Plaintiffs to recover damages in an action at law for breach of an oral contract obnoxious to the Statute of Frauds. Robert Harmon & Bore, Inc. v. Jenkins, 282 S.C. 189, 195, 318 S.E.2d 371, 374-375 (Ct. App. 1984).

VII. Mr. Castrejon's closing attorney, Sam Jefcoat, lacked the requisite authority to negotiate contractual terms.

Generally, in the attorney-client relationship, clients are bound by their attorneys' acts or omissions during the course of the legal representation that fall within the apparent scope of their attorneys' authority. Koutsogiannis v. BB&T, 365 S.C. 145, 149 616 S.E.2d 425, 428-429 (2005). What is at issue here is the extent of Mr. Jefcoat's authority. The parties do not dispute that Mr. Jefcoat was the attorney designated by Mr. Castrejon to close the contemplated transaction. Where the parties differ is in their interpretation of the scope of Mr. Jefcoat's representation. Mr. Castrejon contends that Mr. Jefcoat's scope of representation was limited to the closing of the transaction. [Tr., p. 163, l. 11 – p. 164, l. 12; p. 175, ll. 14-18]. Plaintiffs claim that Mr. Jefcoat had apparent authority to negotiate terms of the purchase on behalf of Mr. Castrejon. Presumably, Plaintiffs then claim that emails from Mr. Jefcoat's paralegal satisfy the Statute of Frauds requirement that there be a writing signed by the person to be charged in a contract for the sale of land with respect to the owner financing deal. However, Plaintiffs' position is unsound.

Again, while the general rule in South Carolina is that clients are bound by the acts of their attorneys, South Carolina courts recognize that the scope of an attorney's representation is dependent in large part upon whether or not the attorney's actions occur as part of his

representation of the client in an active suit. Attorneys, under their general authority as such, have limited powers. There is a wide and clear distinction between the acts of attorneys under their general authority in matters not in court, and the acts of attorneys in the conduct and progress of a suit in court. Ex parte Jones, 47 S.C. 393, 25 S.E. 285 (1896). For instance, it is perfectly permissible for counsel of record in a matter pending before a court to agree to refer a case to arbitration. However, that same act would not be within an attorney's purview in a matter not before a court without his client's express permission. Id. The same limitation to an attorney's authority applies to negotiating contracts. As the Supreme Court noted in Annely v. De Saussure, 12 S.C. 488 (1879):

> The relation of attorney and client implies authority to enforce the demands of his client, of obtaining either voluntary or coercive satisfaction of such demands, and to bind the client as a party litigant in certain matters appertaining to the conduct of causes; but it does not confer a general power of attorney to contract independently in relation to such demands, nor to transfer such demands to a third party. *The proper duty of a counselor is to advise his clients; if he becomes a negotiator, a business manager, it is through some other form of authorization than that implied in being selected as a legal adviser merely*. (emphasis added).

Even in cases where actions are pending, and attorneys are of record, there is a border line beyond which they cannot go and bind their clients. Attorneys, as such, without express authority, have no right to compromise or settle their clients' rights, to release a lien, or substitute one security for another, in matters not in court. Graves v. Serbin Farms, Inc., 295 S.C. 391, 392-393, 368 S.E.2d 682, 683 (Ct. App. 1988).

In this matter, Mr. Jefcoat's involvement was merely as a facilitator or scrivener for the contemplated closing of the sale of the property. He was not hired to negotiate or alter the terms of the Contract, and his retention to close the real estate transaction did not provide him with the authority to renegotiate the terms of the transaction or to otherwise bind Mr. Castrejon which Plaintiffs seek to ascribe to him. To negotiate contractual terms for Mr. Castrejon, Mr. Jefcoat

would have needed express authority from Mr. Castrejon to do so. The evidence presented at trial indicates that he did not.

Even were express authority not required, Mr. Jefcoat still did not have apparent authority to bind Mr. Castrejon. A party asserting agency as a basis of liability must prove the existence of the agency, and the agency must be clearly established by the facts. Orphan Aid Society v. Jenkins, 294 S.C. 106, 109, 362 S.E.2d 885, 887 (Ct. App. 1987)(quoting McCall v. Finley, 294 S.C. 1, 362 S.E.2d 26 (Ct. App. 1987)). "It is the duty of one dealing with an agent to use due care to ascertain the scope of the agent's authority." Id.

The doctrine of apparent authority provides that the principal is bound by acts of his agent when he has placed the agent in such a position that a person of ordinary prudence, reasonably familiar with business usages and custom, is led to believe the agent has certain authority and in turn deals with the agent based on that assumption. Muller v. Myrtle Beach Golf and Yacht Club, 303 S.C. 137, 399 S.E.2d 430 (Ct. App. 1990), *rev'd on other grounds,* 313 S.C. 412, 438 S.E.2d 248 (1993). Apparent authority to do an act is created as to a third person by written or spoken words or any other conduct of the principal which, reasonably interpreted, causes the third person to believe the principal consents to have the act done on his behalf by the person purporting to act for him. Restatement (Second) of Agency § 27 (1958); Muller v. Myrtle Beach Golf and Yacht Club, 303 S.C. at 142, 399 S.E.2d at 433. Either the principal must intend to cause the third person to believe that the agent is authorized to act for him, or he should realize that his conduct is likely to create such belief. Id. Moreover, an agency may not be established solely by the declarations and conduct of an alleged agent. Id., at 142-43.

To establish apparent agency, it is not enough simply to prove that the purported principal by either affirmative conduct or conscious and voluntary inaction has represented

another to be his agent or servant. Watkins v. Mobil Oil Corp., 291 S.C. 62, 352 S.E.2d 284 (Ct. App. 1986). In order for a third party to recover against the principal based upon this theory, it must be shown that he reasonably relied on the indicia of authority *originated by the principal* and such reliance must have effected a change of position by the third party. Beasley v. Kerr-McGee Chem. Corp., Inc., 273 S.C. 523, 257 S.E.2d 726 (1979); Watkins v. Mobil Oil Corp. Apparent authority must be established based upon the manifestations of the principal, not the agent. Orphan Aid Society v. Jenkins, 294 S.C. 106, 362 S.E.2d 885, 887 (Ct. App. 1987).

Plaintiffs cannot show Mr. Jefcoat had apparent authority, because they produced no proof of indicia of Mr. Jefcoat's apparent authority originating from Mr. Castrejon. Both Mr. Query and Mr. Castrejon testified that they never spoke to one another. [Tr., p. 81, l. 21 – p. 82, l. 7; p. 162, ll. 11-19]. Therefore, there could be no manifestation of any kind by Mr. Castrejon to Mr. Query, much less one that Mr. Jefcoat had authority to negotiate terms of the transaction on his behalf. Although Mr. Dawson did communicate with Mr. Castrejon regarding Mr. Jefcoat, no evidence was presented showing that Mr. Castrejon indicated to Mr. Dawson that Mr. Jefcoat's involvement in the transaction would be in any capacity other than a closing attorney. [Tr. p. 113, l. 8 – p. 114, l. 11; p. 141, l. 13 – p. 142., l. 18]. Furthermore, Plaintiffs failed to produce any evidence upon which they could have reasonably relied that indicated Mr. Jefcoat had apparent authority to negotiate on behalf of Mr. Castrejon. Mr. Query is an attorney. An as such he is charged with knowledge of the law, including that of agency, and the usual role played by a closing attorney in a real estate transaction. It was not reasonable for Mr. Query to conclude that Mr. Jefcoat had authority to negotiate financing terms of the parties' transaction without some clear indication he possessed that authority from Mr. Castrejon. His failure to obtain it or produce it at trial precludes Plaintiffs from proving reasonable reliance.

Furthermore, Plaintiffs also failed to show that they changed their position based upon Mr. Jefcoat's alleged apparent authority. Prior to any alleged negotiations with Mr. Jefcoat, plaintiffs entered into a contract to sell the property to Mr. Castrejon. If Mr. Jefcoat had apparent authority to negotiate alternative terms to consummate the purchase, Plaintiffs were in the same position they were prior to his involvement – attempting to sell the property to Mr. Castrejon. There was no evidence presented that Plaintiffs had any other offers to purchase the property that they turned away or otherwise rejected due to the alleged negotiations with Mr. Jefcoat, or that they took the property off the market.[5] Thus, Plaintiffs failed to show any detrimental change in position in reliance on Mr. Jefcoat's apparent authority.

In addition, even were the Court to conclude that Mr. Jefcoat had apparent authority to negotiate the terms of the purchase and sale contract on behalf of Mr. Castrejon, the writings upon which Plaintiffs rely to support compliance with the Statute of Frauds still fail to adequately describe the property, fail to contain material terms of the transaction and fail to contain a signature of Mr. Castrejon or his agent which complies with the Statute of Frauds. An email is not sufficient. S.C. Code Ann. § 26-6-50 (South Carolina Uniform Electronic Transactions Act only applies to transactions between parties who agree to conduct transactions by electronic means); Sigg v. Coltrane, 45 Kan. App. 2d 65, 253 P.3d 781 (2010) (e-mail sent by the party to be charged insufficient to satisfy the requirements of the statute of frauds). Therefore, Plaintiffs' claim again fails.

[5] Mr. Castrejon acknowledges that Mr. Query testified that he considered the property sold from March to September 2008, but he did not indicate the property was taken off the market, or that any offers to purchase from others were turned down. Mr. Query also indicated that he had no knowledge concerning what Mr. Dawson did to market the property. [Tr. p. 88, l. 23 – p. 89, l. 11].

VIII. Page 3 of Plaintiff's Exhibit #11 Should Be Exluded

The gist and gravamen of the discovery rules mandate full and fair disclosure to prevent a trial from becoming a guessing game or one of ambush for either party. *See* State Hwy. Dep't v. Booker, 260 S.C. 245, 195 S.E.2d 615 (1973); Hodge v. Myers, 255 S.C. 542, 180 S.E.2d 203 (1971). Essentially, the rights of discovery articulated by the rules give the attorney the means to prepare for trial. Samples v. Mitchell, 329 S.C. 105, 113-14, 495 S.E.2d 213, 217 (Ct. App. 1997). Where these rights are not accorded, prejudice is presumed unless the party that failed to comply establishes a lack of prejudice. Id. at 114, 495 S.E.2d at 217.

Mr. Castrejon objected to the admission of page three of Plaintiffs' exhibit # 11. Mr. Castrejon contended that Plaintiffs failed to produce this document in response to his discovery requests requesting identification and production of documents they intended to introduce at trial. As the court will see the document in question was not identified in response to Mr. Castrejon's interrogatories, nor was it produced in response to Mr. Castrejon's requests for production. [Exhibit E, Response to Interrogatory #5; Response to Request #6].

The document in question was offered during the testimony of Mr. Dawson for the purpose of pinpointing the time during which Mr. Castrejon identified Mr. Jefcoat as his choice for closing attorney. Prior to that time, Mr. Castrejon had not been provided with a copy of that document through discovery. The selection of a sanction for discovery violations is within the trial court's discretion. Kershaw County Bd. of Educ. v. United States Gypsum Co., 302 S.C. 390, 396 S.E.2d 369 (1990). The sanction should be aimed at the specific conduct of the party sanctioned and not go beyond the necessities of the situation to foreclose a decision on the merits of a case. Balloon Plantation, Inc. v. Head Balloons, Inc., 303 S.C. 152, 399 S.E.2d 439 (Ct.

App. 1990). Since the document was not disclosed, excluding it and any testimony relating to it from evidence would be a proper, narrowly tailored sanction.

IX. Mr. Castrejon's appraisal represents a more accurate appraisal of the true value of the property.

In an action for breach of a contract to purchase real estate, general damages may be measured by the difference between the contract price and the fair market value of the property at the time of the breach. Bannon v. Knauss, 282 S.C. 589, 593, 320 S.E.2d 470, 472 (Ct. App. 1984).[6] The Contract purchase price was $302,500. Both Plaintiffs and Mr. Castrejon presented testimony from appraisers who opined as to the value of the property in September 2008, the time Plaintiffs claim Mr. Castrejon breached the contract. Plaintiffs' expert, Elizabeth Keys, opined that the value of the property at that time was $270,000 [Exhibit F]. Mr. Castrejon's expert, Joseph Rosen, opined that the value of the property in September 2008 was $315,000. [Exhibit G]. Therefore, based upon Ms. Keys' appraisal, Plaintiffs' general damages would be the difference between the purchase price ($302,500) and the property's appraised value ($270,000), or $32,500. However, based upon Mr. Rosen's appraisal, Plaintiffs would have no damage, as the property's value exceeded the Contract purchase price.

The property is considered commercial vacant property. It is slightly over 11 acres in size. It is shaped like a backward "L", with the top of the L fronting on Highway 321 in Gaston. [Exhibit G, p. 15]. Ms. Keys' confined her pool of comparable properties to those which were between 3 and 20 acres in size. [Tr., p. 40, ll. 15-23]. For this reason she could find no comparable sales in the Gaston area. The three properties she ended up using as comparables were not located in proximity to Gaston, but were, instead, located in West Columbia, Springdale and Edmund. [Exhibit F, p. 33; Tr. p. 53, l. 11 – p. 54, l. 5]. Although Mr. Rosen was able to

locate sales of commercial vacant land in Gaston during the relevant time period, Ms. Keys testified that she discounted them, because they were too small and because their highest and best use was not commercial retail.[7] [Tr. p. 45, l. 20 – p. 46, l. 14; p. 48, ll. 2-16]. How she arrived at the 3 acre demarcation line was not entirely clear.

Mr. Rosen determined that the 4 acres of the property which fronted 321 carried the value of the property due to the fact it was bisected by a power line. [Tr., p. 194, l. 20 - p. 195, l. 6]. He felt that the remainder of the property had very little utility. Mr. Rosen found three comparable commercial vacant properties located in the city of Gaston which sold within the relevant time period. [Exhibit G, p. 34; Tr., p. 195, ll. 6-8]. Although they did fall below the three acre threshold imposed by Ms. Keys, Mr. Rosen explained that the subject property's real utility was in the 4 acres which fronted 321, so these properties were comparable in size to the portion of the property with any real utility, an approach which Ms. Keys admitted was proper. [Tr., p. 49, ll. 8-14]. More importantly, however, was the fact that they were all located in Gaston. [Tr., p. 195, l. 20 - p. 196, l. 3]. He felt that it could be misleading to use properties outside Gaston when trying to appraise a property in Gaston. [Tr., p. 193, l. 15 - p. 194, l. 5; p. 195, ll. 15-19].

Mr. Castrejon submits that Mr. Rosen's appraisal was more appropriate for a property located in Gaston. His comparables were all in the same vicinity. Although they were significantly smaller than the overall tract of land to be sold, they were very close in size to the portion of the property that was usable for retail development. Ms. Keys placed more

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[6] For the reasons discussed in Section VI, even were Ms. Keys' appraisal shown to be the more accurate appraisal, Plaintiffs are still precluded from obtaining contract damages.

[77] It is unclear how Ms. Keys arrived at her conclusion that Mr. Rosen's comparables did not have the same highest and best use, as neither appraisal analyzed the highest and best use of those properties. Mr . Rosen's appraisal does indicate that a restaurant, which was what Mr. Castrejon's intended to place upon the subject property, is located on at least one of his comparables. [Exhibit G, pp.35-43]. Interestingly, two of Ms. Keys comparables are vacant land and the other contains a recycling center. None contain a restaurant or other retail space. [Exhibit F, pp. 32-37].

importance on the size of the lots rather than the location, and intentionally ignored viable comparables in the vicinity. For these reasons, Mr. Rosen's appraisal represents a more accurate appraisal of the true value of the property, and Plaintiffs' therefore cannot recover general damages.

CONCLUSION

For the foregoing reasons, Defendants Castrejon and Lozano submit that Plaintiffs claims against them should be denied and dismissed.

Respectfully submitted,

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February 11, 2014.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTION COUNTY
Court of Common Pleas

James O. Spence, Master-in-Equity

RECEIVED
JAN 26 2015
SC Court of Appeals

Case No. 2010-CP-32-2038

Oliver Grady Query, and the Estate of Grady W. Query, by its Personal Representative, Oliver Grady Query, Respondents-Appellants,

v.

Ladislao Castrejon, Alberto Lozano and Jesus Brito, Defendants,

Of Whom Ladislao Castrejon is the Appellant-Respondent, AND Oliver Grady Query, and the Estate of Grady W. Query, by its Personal Representative, Oliver Grady Query, Appellants,

v.

Ladislao Castrejon, Alberto Lozano and Jesus Brito, Defendants,

Of whom Jesus Brito is the Respondent.

CERTIFICATE OF COUNSEL

Counsel certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material and that this Record on Appeal complies to the best of my ability with the April 15, 2014 order from the South Carolina Supreme Court entitled "Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings."

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January 26, 2015

THE STATE OF SOUTH CAROLINA
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PROOF OF SERVICE

I certify that I have served the Record on Appeal on Respondents-Appellants by depositing a copy of it in the United States Mail, postage prepaid, on January 26, 2015, addressed to their attorney of record, Mark V. Evans, 147 Wappoo Creek Drive, Suite 202, Charleston, South Carolina 29412. I also certify that I have served the Record on Appeal on Respondent Jesus Brito by depositing a copy of it in the United States Mail, postage prepaid, on January 26, 2015, addressed to 16 Forest Pkwy., Bldg. C-1119, Forest Park, GA 30297-2015.

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