

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

STEPHEN A. SPITZ, SPECIAL REFEREE

APPELLATE CASE NO.: 2016-001878
CASE NO.: 2015-CP-07-1931

RECEIVED

AUG 18 2017

SC Court of Appeals

JULIA TOMPKINS EWING,

Respondent,

vs.

KEITH A. GUEST and STEPHANIE C. GUEST and
PLEASANT POINT PROPERTY OWNERS ASSOCIATION, INC.,

Defendants

OF WHOM

KEITH A. GUEST and STEPHANIE C. GUEST are

Appellants.

RECORD ON APPEAL
VOLUME III

H. Fred Kuhn, Jr., Esquire
Moss, Kuhn & Fleming, P.A.
Post Office Drawer 507
Beaufort, South Carolina 29901
(843)524-3373
Attorneys for Appellants

James B. Richardson, Jr. Esquire
Law Office of James B. Richardson, Jr.
1229 Lincoln Street
Columbia, South Carolina 29201
(803) 799-9412
Attorneys for Respondent

David L. Tedder, Esquire
David L. Tedder, P.A.
Post Office Box 1282
Beaufort, South Carolina 29901
(843)521-4222
Attorneys for Respondent

INDEX

Second Final Order	1
Final Order of March 25, 2016	13
Consent Order	27
Order Appointing Special Referee	31
Summons and Complaint	36
Answer and Counterclaim	56
Reply	65
Appellants' Motion for Reconsideration, Amendment and New Trial	69
Respondent's Motion to Alter or Amend Judgment Pursuant to Rule 59(e)	98
Motion for Temporary Injunction	103
Transcript of Hearing on January 20, 2016	117
Plaintiff's Exhibit 1	430
Plaintiff's Exhibit 2	449
Plaintiff's Exhibit 3	451
Plaintiff's Exhibit 4	452
Plaintiff's Exhibit 5	456
Plaintiff's Exhibit 6	457
Plaintiff's Exhibit 7	460
Plaintiff's Exhibit 8	461
Plaintiff's Exhibit 9	462
Defendants' Exhibit 1	465
Defendants' Exhibit 2	524
Defendants' Exhibit 3	543
Defendants' Exhibit 4	574
Defendants' Exhibit 5	590
Defendants' Exhibit 6	592
Defendants' Exhibit 7	593
Defendants' Exhibit 8	594

Defendants' Exhibit 9	596
Defendants' Exhibit 10	597
Defendants' Exhibit 11	598
Defendants' Exhibit 12	599
Defendants' Exhibit 13	600
Defendants' Exhibit 14	601
Defendants' Exhibit 15	602
Defendants' Exhibit 16	603
Defendants' Exhibit 17	604
Defendants' Exhibit 18	605
Defendants' Exhibit 19	606
Defendants' Exhibit 20	607
Defendants' Exhibit 21	608
Defendants' Exhibit 22	609
Defendants' Exhibit 23	610
Defendants' Exhibit 24	611
Defendants' Exhibit 25	612
Defendants' Exhibit 26	613
Defendants' Exhibit 27	614
Defendants' Exhibit 28	619
Defendants' Exhibit 29	631
Defendants' Exhibit 30	632
Defendants' Exhibit 31	633
Defendants' Exhibit 32	634
Defendants' Exhibit 33	635
Defendants' Exhibit 34	636
Defendants' Exhibit 35	637
Defendants' Exhibit 36	638
Defendants' Exhibit 37	639
Defendants' Exhibit 38	640
Defendants' Exhibit 39	641
Defendants' Exhibit 40	642
Defendants' Exhibit 41	643
Defendants' Exhibit 42	644
Defendants' Exhibit 43	645
Defendants' Exhibit 44	646
Defendants' Exhibit 45	647
Defendants' Exhibit 46	648
Defendants' Exhibit 47	649
Defendants' Exhibit 48	655
Defendants' Exhibit 49	660
Defendants' Exhibit 50	661
Defendants' Exhibit 51	662

Defendants' Exhibit 52	663
Defendants' Exhibit 53	664
Defendant Pleasant Point's Exhibit 1	666
Defendant Pleasant Point's Exhibit 2	667
Defendant Pleasant Point's Exhibit 3	668
Defendant Pleasant Point's Exhibit 4	669
Transcript of Hearing on May 20, 2017.....	670
Defendants' Exhibit 1	771
Defendants' Exhibit 2	920
Defendants' Exhibit 3	921

H&H:CCHjr

The State of South Carolina,

PLEASANT POINT PLANTATION ASSOCIATES,

a South Carolina Limited Partnership

TO

ROBERT LEWIS WHITE

TITLE TO REAL ESTATE

Filed this _____ day of _____
A. D. 19 _____
at _____ o'clock, M.,
and recorded Vol. _____ Page _____
Fee, \$ _____

Register Mesne Conveyance.
County, S. C.

Recorded this 13th day of June
in Book 9 page 528
19 85
Fee, \$ _____

Mary A. Lear
Auditor Beaufort County.

FILED IN DEED BOOK 421 PAGE 725
FILED AT 148800 ON 06/03/85 72777
BOOK NUMBER 421 PAGES 722- 725
FILING FEE 4.00
STATE STAMPS 278.00
COUNTY STAMPS 148.50
TOTAL FEES 422.50
HENRY JACKSON
CLERK OF COURT, BEAUFORT CNTY, SC

'85 JUN 3 PM 2 00
RECEIVED
BEAUFORT COUNTY
RMC

108000

31

The State of South Carolina.

County of Beaufort

1264

KNOW ALL MEN BY THESE PRESENTS, That

PLEASANT POINT PLANTATION ASSOCIATES, a South Carolina Limited Partnership

in the State aforesaid, _____ for and _____ in consideration of the sum of
TEN AND NO/100 (\$10.00) _____ Dollars

to it in hand paid at and before the sealing of these presents, by WILLIAM S. HOWARD AND WILLIAM F. JONES, P. O. Box 5027, Hilton Head Island, SC 29938
in the State aforesaid, _____ (the receipt whereof is hereby acknowledged)

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said WILLIAM S. HOWARD AND WILLIAM F. JONES, THEIR HEIRS AND ASSIGNS FOREVER, the following described real estate, to-wit:

ALL those certain pieces, parcels or lots of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lots 48, 53, 58, 59, 60, 61 and 62 of Tract A of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated November 19, 1968, as revised on August 24, 1970, and recorded in Plat Book 19 at Page 84 in the Office of the R.M.C. for Beaufort County, South Carolina. For a more complete description of said Lots, reference may be had to the above referred to plat of record.

AND ALSO, ALL those certain pieces, parcels or lots of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lots 21 and 22 of Tract C of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated June 19, 1970, and recorded in Plat Book 20 at Page 49 in the Office of the R.M.C. for Beaufort County, South Carolina. For a more complete description of said Lots, reference may be had to the above referred to plat of record.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lot 15 of the Country Club Section of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, as revised on December 7, 1971, April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the Office of the R.M.C. for Beaufort County, South Carolina. For a more complete description of said Lots, reference may be had to the above referred to plat of record.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, containing 1.487 acres, more or less, being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., dated October 22, 1986, a copy of which is attached hereto and made a part hereof. For a more complete description of said property, reference may be had to the attached plat.

BEAUFORT COUNTY TAX MAP REFERENCE

List	Map	Submap	Parcel	Block
See deed page 1264 for assignment				

This property is conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the Office of the R.M.C. for Beaufort County, South Carolina.

This is a portion of the same property conveyed to the within Grantor by deed of Morprop Incorporated dated July 16, 1981, and recorded on July 16, 1981, in Deed Book 327 at Page 1460 in the Office of the R.M.C. for Beaufort County, South Carolina.

This deed was prepared by the Law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

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

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

WILLIAM S. HOWARD AND WILLIAM F. JONES, Their Heirs and Assigns forever

And the said PLEASANT POINT PLANTATION ASSOCIATES, A South Carolina Limited Partnership does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said WILLIAM S. HOWARD AND WILLIAM F. JONES, Their Heirs and Assigns, against itself and its successors and all other persons lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF PLEASANT POINT PLANTATION ASSOCIATES, A South Carolina Limited Partnership has caused these presents to be executed in its name by William S. Howard, President of S. Howard Company, its General Partner and by William P. Jones its General Partner and its representatives to be hereunto affixed this 29th day of October in the year of our Lord one thousand nine hundred and eighty-six, and in the two hundred and eleventh year of the Sovereignty and Independence of the United States of America.

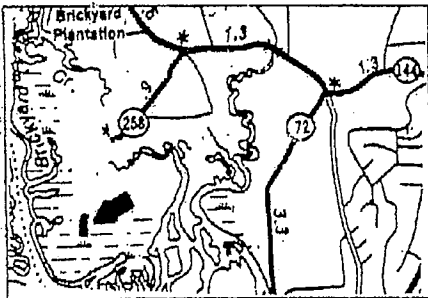
Signed, Sealed and Delivered in Presence of

PLEASANT POINT PLANTATION ASSOCIATES, A South Carolina Limited Partnership (Seal) W.S. HOWARD CO, INC GEN. PARTNER

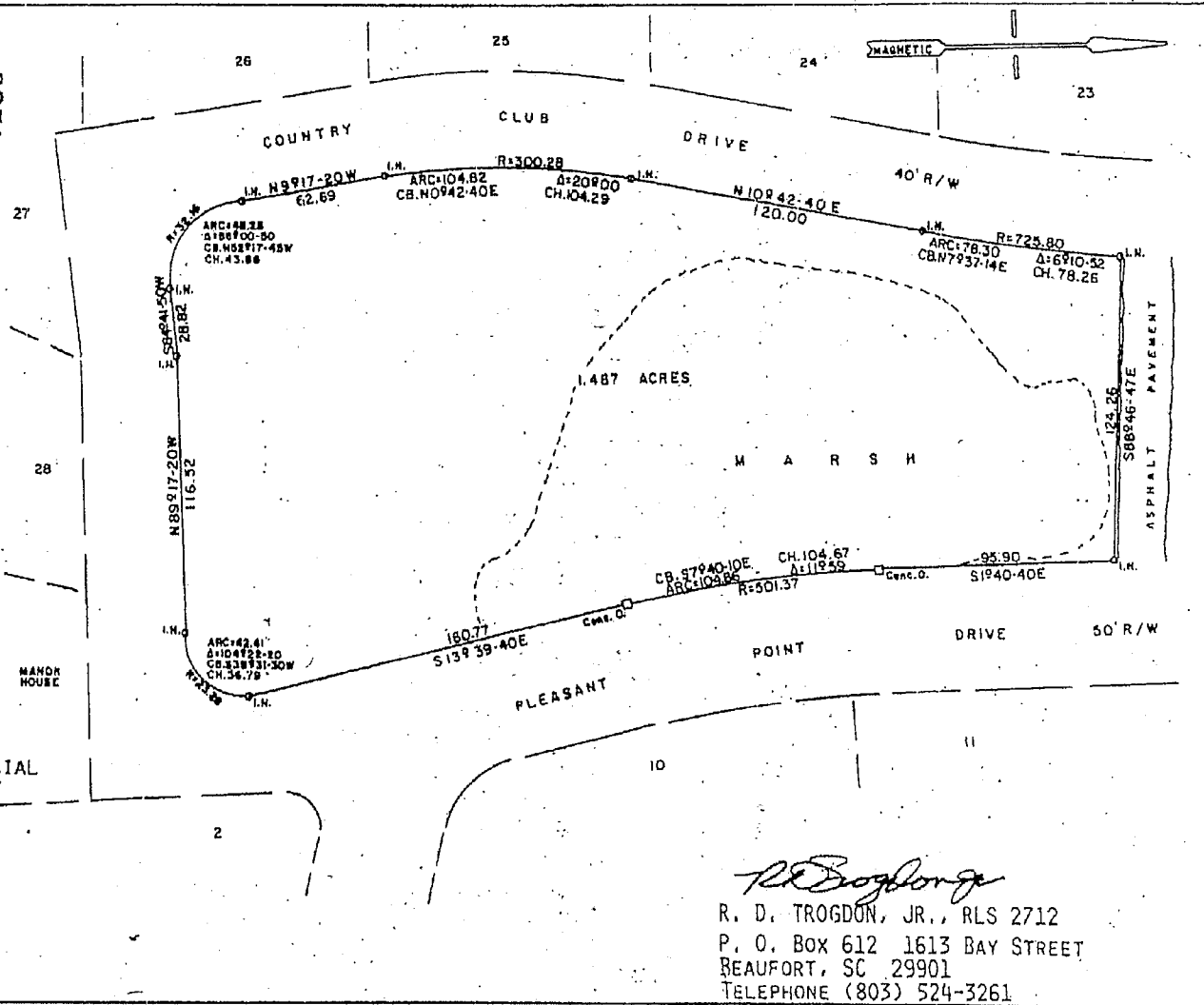
Witness: Cecil Hendricks

By: William F. Jones, General Partner

34



1266



000804

572

PLAT PREPARED FOR
 ROBERT LEWIS WHITE
 A PORTION OF
 COUNTRY CLUB SECTION
 PLEASANT POINT PLANTATION
 BEAUFORT COUNTY, SOUTH CAROLINA

FIELD SURVEY PRECISION:
 1/10,000, BALANCED TO INFINITY,
 AREA BY D M D.

THIS PROPERTY IS LOCATED IN A SPECIAL
 FLOOD HAZARD AREA AS DETERMINED BY
 FEMA FIRM COMMUNITY-PANEL NUMBER
 450025 0070 D, ZONE A11 (EL. 13).

SCALE 1" = 50'
 OCTOBER 22, 1986



R. D. Trogdon, Jr.
 R. D. TROGDON, JR., RLS 2712
 P. O. Box 612 1613 BAY STREET
 BEAUFORT, SC 29901
 TELEPHONE (803) 524-3261

The State of South Carolina,

County of Beaufort

PERSONALLY appeared before me Marlene R. Smith
(Insert name of Witness)

1267

who, on oath, says that he saw the within named Pleasant Point Plantation Associates, A
South Carolina Limited Partnership (Insert name of Corporation)

by William S. Howard, President of William S. Howard
Company, its General Partner
President of the within Deed, and William F. Jones its
(Insert name of other Witness)

General Partner sign, attested the same, and the said Corporation, deposited, sealed
said Deed, and, as its act and deed, deliver the same, and that he with Carl C. Hendricks, Jr.
(Insert name of other Witness)
witnessed the execution thereof.

Marlene R. Smith
(Witness)

SWORN to before me, this 29th day of October A. D. 19 86

Carl C. Hendricks, Jr.
Notary Public, S. C.
My Commission Expires: 8/16/87

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	110	

- 115
- 120
- 121
- 122
- 123
- 124

- 200-009-00B-0019
- " " " 0020
- 200-009-00A-0092
- " " " 0102

000805

HSH:CCRjr

The State of South Carolina,

PLEASANT POINT PLANTATION ASSOCIATES,

A South Carolina Limited Partnership

TO

WILLIAM S. HOWARD AND WILLIAM F. JONES

TITLE TO REAL ESTATE

Filed this 3rd day of
November A. D. 1986
at 1:37 o'clock, P. M.,
and recorded Vol. 462 Page 1264

1267-A

Fee, \$4.00

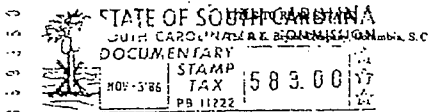
S/ Floyd Oacita
Register Meane Conveyance,
Beaufort County, S. C.

Recorded this 12th day of
November 1986
in Book 5 page 799
Fee, \$

Mary A. Gray
Auditor Beaufort County.

RECORDED
3 FEB 1 1987

908000



Form 14 (Revised 4-1-85)

State of South Carolina, County of Beaufort

Know All Men by These Presents. That we, William S. Howard and William F. Jones (hereinafter whether singular or plural the "Grantor")

1269

Revenue Stamps Collected 291.50 Beaufort County, SC

in the State aforesaid, _____ for and _____ in consideration of the sum of Ten and No/100 (\$10.00) _____ Dollars and exchange of property to the Grantor paid by Robert Lewis White and Lewis Griffin White, Jr., P. O. Box 1838, Beaufort, SC 29901 (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee the following described property:

ALL those certain pieces, parcels or lots of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lots 48, 53, 58, 59, 60, 61 and 62 of Tract A of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated November 19, 1968, as revised on August 24, 1970; and recorded in Plat Book 19 at Page 84 in the Office of the R.M.C. for Beaufort County, South Carolina. For a more complete description of said Lots, reference may be had to the above referred to plat of record.

AND ALSO, ALL those certain pieces, parcels or lots of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lots 21 and 22 of Tract C of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated June 19, 1970, and recorded in Plat Book 20 at Page 49 in the Office of the R.M.C. for Beaufort County, South Carolina. For a more complete description of said Lots, reference may be had to the above referred to plat of record.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lot 15 of the Country Club Section of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, as revised on December 7, 1971, April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the Office of the R.M.C. for Beaufort County, South Carolina. For a more complete description of said Lots, reference may be had to the above referred to plat of record.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, containing 1.487 acres, more or less, being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat

Table with columns: Dist, Map, Submap, Parcel, Block. Content: see assignment on deed pg. 1269

000807

37

1270

prepared by R. D. Trogdon, Jr., dated October 22, 1986, a copy of which is attached hereto and made a part hereof. For a more complete description of said property, reference may be had to the attached plat.

This 1.487 acres tract is being conveyed to the Grantee in order that this tract may be attached to and become a part of the property containing the Manor House previously conveyed to the Grantee. This parcel is attached to the Manor House property and is to be considered one lot for restrictive covenants purposes. It is intended that this property shall remain open space and undeveloped.

This property is conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the Office of the R.M.C. for Beaufort County, South Carolina.

This is the same property conveyed to the within Grantors by deed of Pleasant Point Plantation Associates, a South Carolina Limited Partnership, dated October 29, 1986, and recorded in the Office of the R.M.C. for Beaufort County, South Carolina.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

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 Grantee,

ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE, Their

Heirs and Assigns forever.

And the Grantor does hereby bind themselves and their Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 29th day of October in the year of our Lord one thousand nine hundred and eighty-six and in the two hundredth and eleventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

James B. Cagaban
Mary E. Jones

William S. Howard by *Carl Hendricks Jr* as his attorney in fact (SEAL)
WILLIAM S. HOWARD
William F. Jones (SEAL)
WILLIAM F. JONES

000808

38

STATE OF SOUTH CAROLINA }
BEAUFORT COUNTY. }

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 29th

1272

day of October, 19 86
Martin R. S. (L.S.)
Notary Public of S. C.
My Commission Expires: 4-10-96

Ronan B. Cappellano
Witness

BEAUFORT COUNTY TAX MAP REFERENCE

Lot	Map	Submap	Parcel	Block
200	9	A	115	

120

121

122

123

124

200-009-00B-0019
" " " -0020

200-009-00A-0092
" " " 0102

000810

40

H&H:CCHjr

State of South Carolina,

County of Beaufort

WILLIAM S. HOWARD AND WILLIAM F. JONES

TO

ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at 1:37 P. M. o'clock on the 3rd day of November 1986 and was immediately entered upon the proper Indexes and duly recorded in Book 462 of Deeds, page 1267

1273

W. Lloyd Docter

Clerk of Court of Common Pleas and General Sessions for Beaufort County, S. C.

I hereby certify that the within Deed has been this 12th day of

November, A. D. 1986 Recorded in

Book 462 of Deeds, page 799

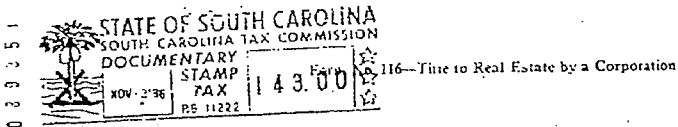
Mary A. Grayson Auditor

for Beaufort County

4

000811

NOV 11 1986



The State of South Carolina,
County of Beaufort

1274

KNOW ALL MEN BY THESE PRESENTS, That

WILLIAM F. JONES PROPERTIES, INC.

Revenue Stamp
Collected
7150
Beaufort County, SC

in the State aforesaid, _____ for and _____ in consideration of the sum of
SIXTY-FIVE THOUSAND AND NO/100 (\$65,000.00) _____ Dollars

to it in hand paid at and before the sealing of these presents, by ROBERT LEWIS WHITE AND LEWIS GRIFFIN
WHITE, JR., P. O. Box 1838, Beaufort, SC 29901
in the State aforesaid, _____ (the receipt whereof is hereby acknowledged)

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said
ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE, JR., THEIR HEIRS AND ASSIGNS FOREVER,
the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being
on Lady's Island in Beaufort County, South Carolina, being more
particularly shown and designated as Lot 28 of the Country Club Section
of Pleasant Point Plantation on a plat prepared by R. D. Frogdon, Jr.,
R.L.S., dated December 4, 1969, as revised on December 7, 1971, April 30,
1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the
Office of the R.M.C. for Beaufort County, South Carolina. For a more
complete description of said Lot, reference may be had to the above
referred to plat of record.

This property is conveyed subject to Restrictive Covenants as set forth
in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at
Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in
the Office of the R.M.C. for Beaufort County, South Carolina.

This is the same property conveyed to the within Grantor by deed of
Pleasant Point Plantation Associates, a Limited Partnership, recorded on
August 2, 1982, in Deed Book 352 at Page 116 in the Office of the R.M.C.
for Beaufort County, South Carolina.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A.,
415 Charles Street, Beaufort, South Carolina 29902.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	171	

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 ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE, JR., Their Heirs and Assigns forever.

And the said WILLIAM F. JONES PROPERTIES, INC. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE, JR., Their Heirs and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF WILLIAM F. JONES PROPERTIES, INC. has caused these presents to be executed in its name by William F. Jones its President, and by ~~William F. Jones~~ its

and its corporate seal to be hereto affixed this 29th day of October in the year of our Lord, one thousand nine hundred and eighty-six, and in the two hundred and eleventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

Witness
Carl Anderson
Witness

WILLIAM F. JONES PROPERTIES, INC. (Seal)
By William F. Jones, President.
Secretary or Treasurer.

The State of South Carolina,

COUNTY OF BEAUFORT

PERSONALLY appeared before me

Marlene R. Smith

(Insert name of Witness)

who, in oath, says that he saw the within-named

William F. Jones Properties, Inc.

(Insert name of Corporation)

1276

by

William F. Jones

(Insert name of President or Vice-President)

its

President ~~and~~

~~and~~

~~Secretary or Treasurer~~

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the

said, and that he with

Carl C. Hendricks, Jr.

(Insert name of other Witness)

witnessed the

execution thereof.

(Witness)

SWORN to before me this

29th

day of

October

A.D. 1986

Notary Public, S.C.

My Commission Expires: 8/16/87

R&H: CCHjr

The State of South Carolina
COUNTY OF BEAUFORT

WILLIAM E. JONES PROPERTIES
INC.

TO

ROBERT LEWIS WHITE AND

1277

LEWIS GRIFFIN WHITE, JR.

TITLE TO REAL ESTATE

Filed this 30th day of
November, A.D. 1986,
at 1:37 o'clock, P. M.
and recorded Vol. 462 Page 1274
fee, \$ 4.00

S. Heloy D. Daeton

Register Mesne Conveyance.

Beaufort County, S. C.

Recorded this 12th day of
November, 1986,
in Book - 5 Page 799
Fee, \$

Mary A. Gray, sec
Auditor *Beaufort* County.

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

RECORDED
8 FEB 1 87

45

000815

479-
1180

Warranty Deed

The State of South Carolina,

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, THAT

I, ROBERT LEWIS WHITE

Revenue Stamp
Collected

660

Beaufort County, SC

in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00)

 Dollars,
other valuable consideration, and the assumption of the hereinafter described mortgage
to me in hand paid at and before the sealing of these presents by FRANK M. DAVIS AND
JUDITH M. DAVIS, 1543 Crestview Drive, Tallahassee, FL 32303

in the State aforesaid, the receipt whereof is hereby acknowledged; have granted, bargained, sold and released, and
by these presents do grant, bargain, sell and release unto said FRANK M. DAVIS AND JUDITH M. DAVIS

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs
and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following
described property, to wit:

ALL that certain piece, parcel or lot of land, with improvements thereon,
including but not limited to the "Old Manor House", situate, lying and being on
Lady's Island in Beaufort County, South Carolina, known as Lot 29 of the Country
Club Section of Pleasant Point Plantation, being shown as an unnumbered lot on a
plat of the Country Club Section of Pleasant Point Plantation made by R. D.
Trogon, Jr., R.L.S., dated December 4, 1969, revised April 30, 1974, and
recorded in Plat Book 19 at Page 160 in the R.M.C. Office of Beaufort County,
South Carolina. For a more complete description of said lot, reference may be
had to an individual plat prepared by R. D. Trogon, Jr., R.L.S., dated October
23, 1985, and recorded in Mortgage Book 350 at Page 1450 in the R.M.C. Office of
Beaufort County, South Carolina.

This is the same property conveyed to the within Grantor by deed of Pleasant
Point Plantation Associates, a South Carolina Limited Partnership, dated May 31,
1985, and recorded on June 3, 1985, in Deed Book 421 at Page 722 in the R.M.C.
Office of Beaufort County, South Carolina.

The Grantees herein, by the acceptance of this deed, specifically assume and
agree to pay the indebtedness due under the terms of a mortgage given by the
Grantor to Palmetto Federal Savings Bank of South Carolina recorded in Mortgage
Book 350 at Page 1441 in the R.M.C. Office of Beaufort County, South Carolina.

This property is conveyed subject to Restrictive Covenants as set forth in Deed
Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684,
Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the R.M.C. Office
of Beaufort County, South Carolina.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415
Charles Street, Beaufort, South Carolina 29902.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	172	

000816

46

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 _____

FRANK M. DAVIS AND JUDITH M. DAVIS

for and during their joint lives and upon the death of either of them then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, 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 _____

FRANK M. DAVIS AND JUDITH M. DAVIS as hereinabove provided

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

WITNESS my hand and seal this 19th day of June

in the year of our Lord one thousand nine hundred and eighty seven

Signed, Sealed and Delivered in the Presence of

[Handwritten signatures of witnesses]

[Signature of Robert Lewis White] (SEAL)

ROBERT LEWIS WHITE (SEAL)

_____ (SEAL)

_____ (SEAL)

THE STATE OF SOUTH CAROLINA, }

County of Beaufort

PERSONALLY appeared before me the undersigned _____

and made oath that s/he saw the within-named Robert Lewis White

sign, seal, and as his _____ Act and Deed, deliver

the within-written Deed; and that s/he with the other witness _____

witnessed the execution thereof.

SWORN to before me this 12th day of June, A. D. 19 87

(SEAL) *[Signature]*
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/16/87

THE STATE OF SOUTH CAROLINA,

County of _____

RENUNCIATION OF DOWER
UNNECESSARY.

I do hereby certify unto all whom it may concern, that Mrs. _____ **1182**
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 _____

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs
and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, all her interest
and estate, and also all her right and claims 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 _____

(SEAL)

CORPORATIONS

THE STATE OF SOUTH CAROLINA,

County of _____

PERSONALLY appeared before me _____
and made oath that he saw _____ and

_____, sign, affix the Corporate Seal, and as the Act and
Deed of said Corporation, deliver the within-written Deed; and that he with _____
witnessed the execution thereof.

SWORN to before me this _____
day of _____, 19 _____

(SEAL)
Notary Public for S. C.

49

618000

REG. CH. r

STATE OF SOUTH CAROLINA

County of Beaufort

ROBERT LEWIS WHITE

TO

FRANK M. DAVIS AND

JUDITH M. DAVIS

WARRANTY DEED

(Jointly for Life With Remainder to Survivor)

Filed this 22 day

of June, A. D. 1987

at 2:09 o'clock P M.,

and recorded in Book 479

Page 1180 Fee \$ 4.00

St. Lloyd Dalton
R. M. Clerk Court C. P. & G. S.

Beaufort County, S. C.

Recorded this 30th day

of June, 19 87,

in Book 10 Page 312A

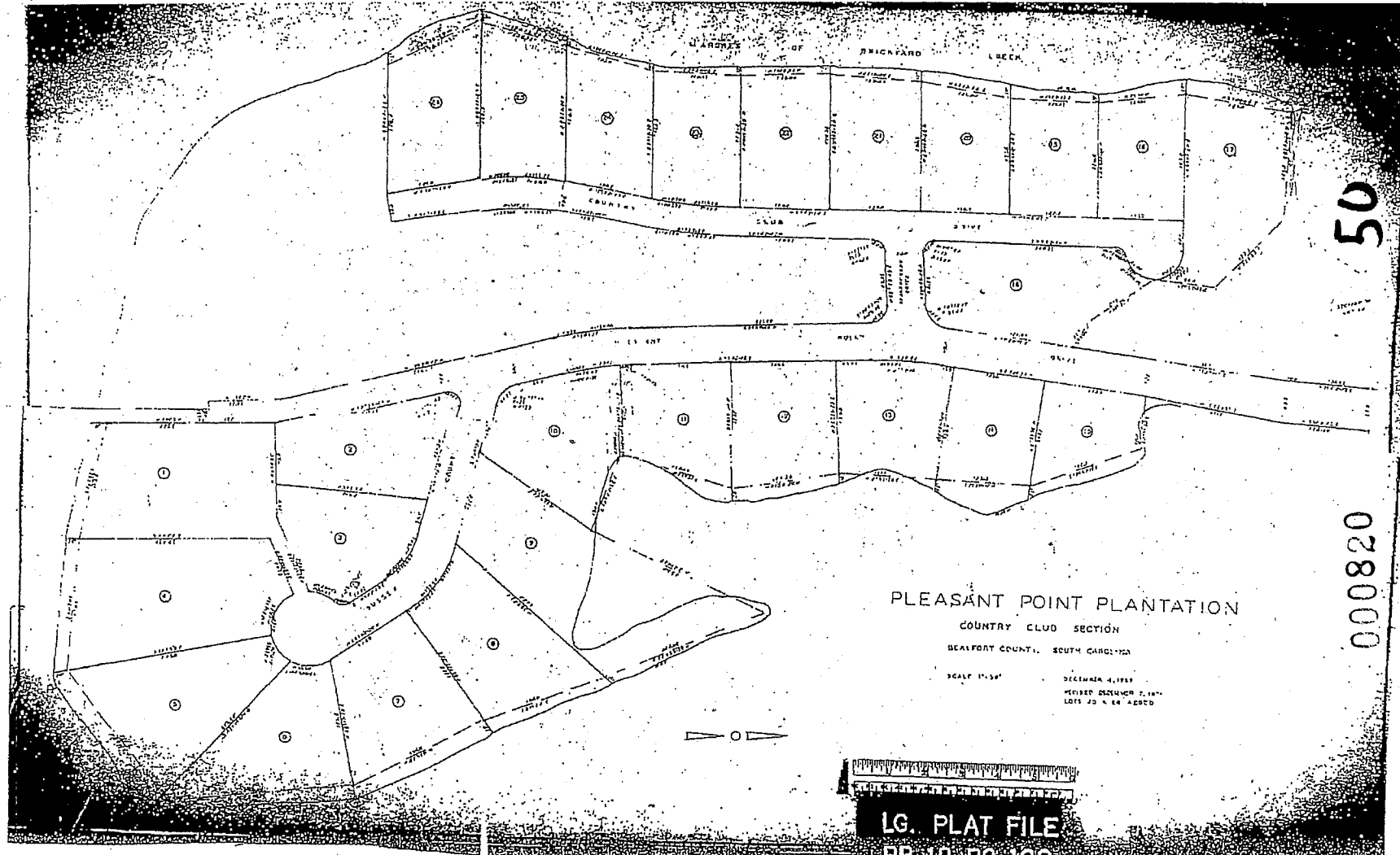
Rec. \$

Mary A. May 1st

Auditor Beaufort County, S. C.

1183

RECEIVED
RMG
BEAUFORT COUNTY
JUN 22 PM 2 09



50

000820

PLEASANT POINT PLANTATION

COUNTRY CLUB SECTION

BEAUFORT COUNTY, SOUTH CAROLINA

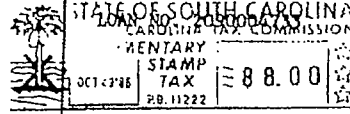
SCALE 1"=50'

DECEMBER 4, 1914
 REVISED DESIGNER 2, 1915
 LOTS 20 & 21 ADDED

LG. PLAT FILE
 PB 19 PG 160

WHEN RECORDED MAIL TO

1985
OCT 29



FILED IN MORTGAGE BOOK 358 PAGE 1444
FILED AT 15:57:00 ON 10/29/85

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 29 1985. The mortgagor is Robert Lewis White

("Borrower"). This Security Instrument is given to PALMETTO FEDERAL SAVINGS AND LOAN OF SOUTH CAROLINA, which is organized and existing under the laws of the United States of America, and whose address is 107 CHESTERFIELD STREET, AIKEN, SC 29801 ("Lender").

Borrower owes Lender the principal sum of Four Hundred Forty Thousand and No/100 Dollars (U.S. \$ 440,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Beaufort County, South Carolina:

ALL that certain piece, parcel or lot of land, with improvements thereon, including but not limited to the "Old Manor House", situate, lying and being on Lady's Island in Beaufort County, South Carolina, known as Lot 29 of the Country Club Section of Pleasant Point Plantation, being shown as an unnumbered lot on a plat made of the Country Club Section of Pleasant Point Plantation by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, revised April 30, 1974, and recorded in Plat Book 19 at Page 160 in the Office of the Clerk of Court for Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., dated October 23, 1985, a copy of which is attached hereto and made a part hereof.

This is the same property conveyed to the within Mortgagor by Pleasant Point Plantation Associates, a South Carolina Limited Partnership, by its deed dated May 31, 1985, and recorded on June 3, 1985, in Deed Book 421 at Page 722 in the Office of the Clerk of Court for Beaufort County, South Carolina.

which has the address of Sussex Court, Pleasant Point Plantation, Beaufort (City)
South Carolina 29902 ("Property Address").
[Zip Code]

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

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

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

000821

51

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

ADJUSTABLE RATE RIDER (Interest Rate Limits)

THIS ADJUSTABLE RATE RIDER is made this 29th day of October, 19 85, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's adjustable Rate Note to PALMETTO FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

Sussex Court, Pleasant Point Plantation, Beaufort, South Carolina, 29902
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE EVERY YEAR SUBJECT TO THE LIMITS STATED IN THE NOTE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.00%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 19 86, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each ~~Change Date~~ ^{three months}, the Note Holder will calculate my new interest rate by adding two and three-fourths percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan. I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes

The rate of interest I am required to pay will not be increased or decreased at any Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying prior to the Change Date. My interest rate also shall never be greater than 15.00%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

FILED IN MORTGAGE BOOK 350 PAGE 1447
FILED AT 15:57:00 ON 10/29/85

Borrower and Co-Borrower to Initial [Signature]
ARM Rider--INTEREST RATE LIMITS 3/15/84

(Page 1 of 3 Pages)

000824

54

B CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument. Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Borrower and Co-Borrower to Initial 

ARM Rider--INTEREST RATE LIMITS 3/15/84

(Page 2 of 3 Pages)

FILED IN MORTGAGE BOOK 350 PAGE 1448
FILED AT 15:57:00 ON 10/29/85

000825

55

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

F. COVENANT DELETED

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

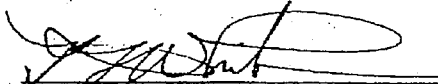
G. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

H. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



ROBERT LEWIS WHITE (Seal)
-Borrower

(Seal)
-Borrower

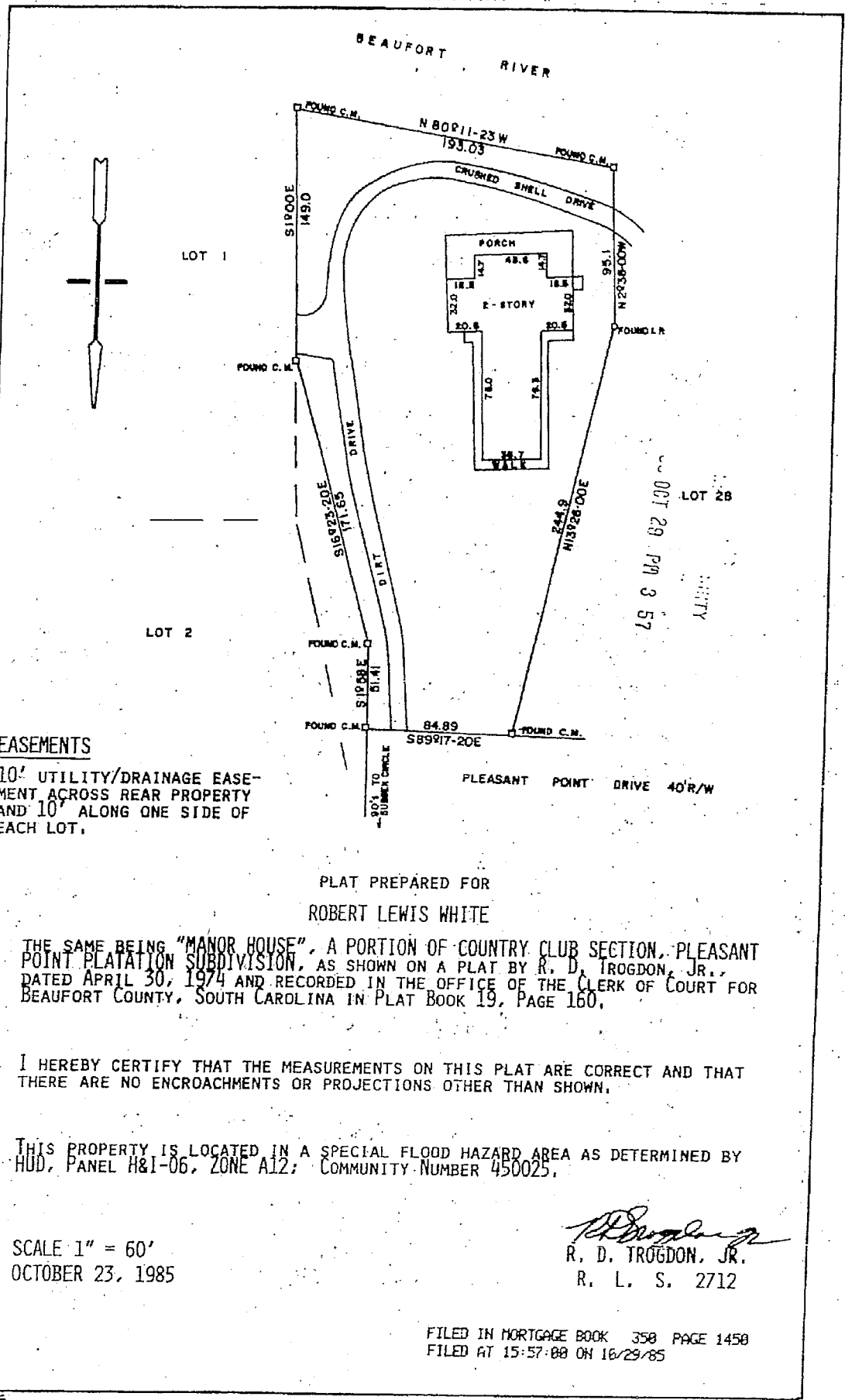
(Seal)
-Borrower

[Sign Original Only]

OCT 29 PM 3 57
SECURITY

FILED IN MORTGAGE BOOK 350 PAGE 1449
FILED AT 15:57:00 ON 10/29/85

000826 56



EASEMENTS

10' UTILITY/DRAINAGE EASEMENT ACROSS REAR PROPERTY AND 10' ALONG ONE SIDE OF EACH LOT.

PLAT PREPARED FOR
ROBERT LEWIS WHITE

THE SAME BEING "MANOR HOUSE", A PORTION OF COUNTRY CLUB SECTION, PLEASANT POINT PLATATION SUBDIVISION, AS SHOWN ON A PLAT BY R. D. TROGDON, JR., DATED APRIL 30, 1974 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 19, PAGE 160.

I HEREBY CERTIFY THAT THE MEASUREMENTS ON THIS PLAT ARE CORRECT AND THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY HUD, PANEL H&I-06, ZONE A12; COMMUNITY NUMBER 450025.

SCALE 1" = 60'
OCTOBER 23, 1985

R. D. Trogdon, Jr.
R. D. TROGDON, JR.
R. L. S. 2712

FILED IN MORTGAGE BOOK 358 PAGE 1458
FILED AT 15:57:00 ON 10/29/85

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property. Borrower waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Security Instrument.

23. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Carl C. Hendricks, Jr.

Notary Public for South Carolina

Robert Lewis White

ROBERT LEWIS WHITE (Seal)
Borrower

(Seal)
Borrower

STATE OF SOUTH CAROLINA, Beaufort County ss:

Before me personally appeared Marlene R. Smith and made oath that she saw the within named Borrower sign, seal, and as his act and deed, deliver the within written Mortgage; and that she with Carl C. Hendricks, Jr. witnessed the execution thereof. Sworn before me this 29th day of October, 1985.

Carl C. Hendricks, Jr. (Seal) *Marlene R. Smith*
Notary Public for South Carolina
My Commission Expires: 8/16/87

STATE OF SOUTH CAROLINA, _____ County ss:
UNNECESSARY.

I, _____, a Notary Public, 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 whomsoever, renounce, release and forever relinquish unto the within named _____ 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 _____

(Seal)
Notary Public for South Carolina

Hendricks + Hendricks
FILED IN MORTGAGE BOOK 358 PAGE 1451
FILED AT 15:57:00 ON 10/29/85 88167
BOOK NUMBER 358 PAGES 1444-1451
FILING FEE 8.00
STATE STAMPS 88.00
COUNTY STAMPS .00
TOTAL FEES 96.00
HENRY JACKSON
CLERK OF COURT EFT CNTY. SC

\$184
 Revenue Stamps
 Collected
 1522
 Beaufort County, SC

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

KNOW ALL MEN BY THESE PRESENTS, That We, ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE, JR., in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, to us paid by J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, 1401 Centerville Road, Suite 300, Tallahassee, Florida 32308

in the State aforesaid (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 J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, HIS SUCCESSORS AND ASSIGNS FOREVER, the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lot 28 of the Country Club Section of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, as revised on December 7, 1971, April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

This is the same property conveyed to Robert Lewis White and Lewis Griffin White, Jr. by deed of William F. Jones Properties, Inc. dated October 29, 1986, and recorded in Deed Book 462 at Page 1274 in the R.M.C. Office of Beaufort County, South Carolina.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, containing 1.487 acres, more or less, being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 22, 1986, and recorded in Deed Book 462 at Page 1271 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said property, reference may be had to the above referred to plat of record.

AND ALSO, that portion of property extending between the above referenced 1.487 acres tract and the Manor House property and Lot 28 of the Country Club Section so that the land area between the 1.487 acres tract and the Manor House property and Lot 28 would be one contiguous tract of land as originally reflected in the

DEED WITH REFERENCE TO MAP REFERENCE

List	Map	Submap	Parcel	Block
200	9A		102 171	

original plat of the Country Club Section. For a more complete description of said property, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., R.L.S., dated June 8, 1987, a copy of which is attached hereto and made a part hereof.

The above two parcels are the same property conveyed to the within Grantors by deed of William S. Howard and William F. Jones dated October 29, 1986, and recorded in Deed Book 462 at Page 1269 in the R.M.C. Office of Beaufort County, South Carolina, as corrected by deed of Pleasant Point Plantation Associates, a South Carolina Limited Partnership, dated May 13, 1987, and recorded in Deed Book 477 at Page 145 in the R.M.C. Office of Beaufort County, South Carolina.

The properties described herein are conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the R.M.C. Office of Beaufort County, South Carolina.

In no case shall any party dealing with the Trustee named as the Grantee in this deed (or any successor Trustee) in relation to the real estate hereby conveyed, be obliged to see to the application of purchase money or money borrowed on the premises; or be obligated to see or inquire that the terms of the Trust have been complied with, or be obliged or privileged to inquire into the terms of the Trust Agreement, and every deed, mortgage, lease or other instrument executed by the Trustee (or his successor Trustee) in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument that (a) at the time of the execution and delivery of such instrument, the Trust was in full force and effect, and (b) such instrument was executed in accordance with the terms and conditions of said Trust, and (c) the Trustee is authorized and empowered to execute and deliver every such instrument without the joinder or consent of any other party or person.

This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

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. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, His 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 J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, His

1878

184

Revenue Stamps
Collected

This deed is being re-recorded as the plat referenced to be attached to the deed was not attached to the deed when originally recorded.

KNOW ALL MEN BY THESE PRESENTS, That We, ROBERT LEWIS WHITE AND LEWIS GRIFFIN WHITE, JR., in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, to us paid by J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, 1401 Centerville Road, Suite 300, Tallahassee, Florida 32308

in the State aforesaid (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 J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, HIS SUCCESSORS AND ASSIGNS FOREVER, the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, being more particularly shown and designated as Lot 28 of the Country Club Section of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, as revised on December 7, 1971; April 30, 1974, and June 24, 1982, and recorded in Plat Book 30 at Page 141 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

This is the same property conveyed to Robert Lewis White and Lewis Griffin White, Jr. by deed of William F. Jones Properties, Inc. dated October 29, 1986, and recorded in Deed Book 462 at Page 1274 in the R.M.C. Office of Beaufort County, South Carolina.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, containing 1.487 acres, more or less, being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 22, 1986, and recorded in Deed Book 462 at Page 1271 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said property, reference may be had to the above referred to plat of record.

AND ALSO, that portion of property extending between the above referenced 1.487 acres tract and the Manor House property and Lot 28 of the Country Club Section so that the land area between the 1.487 acres tract and the Manor House property and Lot 28 would be one contiguous tract of land as originally reflected in the

BEAUFORT COUNTY TAA MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9A		102	171

000832

62

original plat of the Country Club Section. For a more complete description of said property, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., R.L.S., dated June 8, 1987, a copy of which is attached hereto and made a part hereof.

The above two parcels are the same property conveyed to the within Grantors by deed of William S. Howard and William F. Jones dated October 29, 1986, and recorded in Deed Book 462 at Page 1269 in the R.M.C. Office of Beaufort County, South Carolina, as corrected by deed of Pleasant Point Plantation Associates, a South Carolina Limited Partnership, dated May 13, 1987, and recorded in Deed Book 477 at Page 1145 in the R.M.C. Office of Beaufort County, South Carolina.

The properties described herein are conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 619 in the R.M.C. Office of Beaufort County, South Carolina.

In no case shall any party dealing with the Trustee named as the Grantee in this deed (or any successor Trustee) in relation to the real estate hereby conveyed, be obliged to see to the application of purchase money or money borrowed on the premises, or be obligated to see or inquire that the terms of the Trust have been complied with, or be obliged or privileged to inquire into the terms of the Trust Agreement, and every deed, mortgage, lease or other instrument executed by the Trustee (or his successor Trustee) in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument that (a) at the time of the execution and delivery of such instrument, the Trust was in full force and effect, and (b) such instrument was executed in accordance with the terms and conditions of said Trust, and (c) the Trustee is authorized and empowered to execute and deliver every such instrument without the joinder or consent of any other party or person.

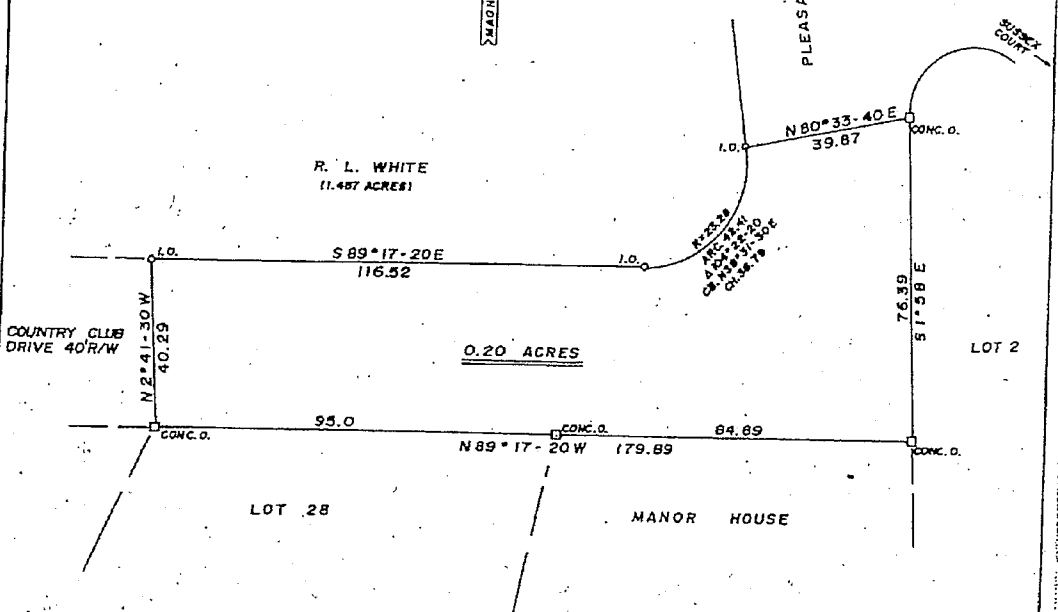
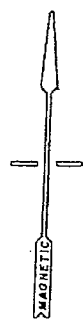
This deed was prepared by the law firm of Hendricks and Hendricks, P.A., 415 Charles Street, Beaufort, South Carolina 29902.

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. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, His 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 J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, His

1881



RECORDED THIS 24th DAY
OF July 1987
IN BOOK T-1 PAGE 377
FEES \$
Mary Ann Gray
AUDITOR, BEAUFORT COUNTY, S. C.

PLAT PREPARED FOR
ROBERT LEWIS WHITE
A PORTION OF
COUNTRY CLUB SECTION
PLEASANT POINT PLANTATION SUBDIVISION
BEAUFORT COUNTY SOUTH CAROLINA

FILED AT
3:42
JUL 27 1987
S. H. Dalton
REGISTER OF MESSRE CONVEYANCE

THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0070 D, ZONE A11 (EL. 13),

0 30' 60' 90'
SCALE 1" = 30'

JUNE 8, 1987

R. D. Trogdon, Jr.
R. D. TROGDON, JR. RLS 2712
P. O. Box 612, 1613 BAY STREET
BEAUFORT, SOUTH CAROLINA 29901
TELEPHONE (803) 524-3261

000835

65

10-00

26

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

KNOW ALL MEN BY THESE PRESENTS, that I, J. TRUE MARTIN AS TRUSTEE OF TALLAHASSEE NEUROLOGICAL CLINIC, P.A., RESTATED MONEY PURCHASE PENSION PLAN AND TRUST AGREEMENT, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, to me paid by TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, 1401 Centerville Rd. Suite 300, Tallahassee, Florida in the State aforesaid (the receipt and sufficiency of which is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, THEIR SUCCESSORS AND ASSIGNS FOREVER, the following described real estate, to-wit: *JTM 7/24/81*

ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina; being more particularly shown and designated as Lot 28 of the Country Club Section of Pleasant Point Plantation on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, last revised on June 24, 1982, and recorded in Plat Book 30 at Page 141 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said Lot, reference may be had to the above referred to plat of record.

AND ALSO, ALL that certain piece, parcel or lot of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, containing 1.487 acres, more or less, being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 22, 1986, and recorded in Deed Book 462 at Page 1271 in the R.M.C. Office of Beaufort County, South Carolina. For a more complete description of said property, reference may be had to the above referred to plat of record.

AND ALSO, that portion of property extending between the above referenced 1.487 acres tract and the Manor House property and Lot 28 of the Country Club Section so that the land area between the 1.487 acres tract and the Manor House property and Lot 28 would be one contiguous tract of land as originally reflected in the original plat of the Country Club Section. For a more complete description of said property, reference may be had to an individual plat prepared by R. D. Trogdon, Jr., R.L.S., dated June 8, 1987.

This is the same property conveyed to the within Grantor by deed of Robert Lewis White and Lewis Griffin White, Jr. recorded in Deed Book 479 at Page 1184 in the R.M.C. Office of Beaufort County, South Carolina.

*** IMPORTANT ***
Your tax bill will be sent to the address shown on this deed. Please contact the Assessor's office if you have a change of address. (803) 525-7295

ATTENTION HOMEOWNER:
YOU MAY QUALIFY FOR A LOWER TAX RATE ON YOUR PRIMARY RESIDENCE. PLEASE APPLY TO THE COUNTY ASSESSOR'S OFFICE PRIOR TO MAY 1st IF YOU QUALIFY.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
200	9	A	176,102	

6C

The properties described herein are conveyed subject to Restrictive Covenants as set forth in Deed Book 161 at Page 39, Deed Book 330 at Page 1676, Deed Book 330 at Page 1684, Deed Book 330 at Page 1686, and Deed Book 339 at Page 618 in the R.M.C. Office of Beaufort County, South Carolina, and to that certain Easement as set forth Deed Book 486 at Page 1465 in the R.M.C. Office of Beaufort County, South Carolina.

In no case shall any party dealing with the Trustee named as the Grantee in this deed (or any successor Trustee) in relation to the real estate hereby conveyed, be obliged to see to the application of purchase money or money borrowed on the premises, or be obligated to see or inquire that the terms of the Trust have been complied with, or be obliged or privileged to inquire into the terms of the Trust Agreement, and every deed, mortgage, lease or other instrument executed by the Trustee (or a successor Trustee) in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument that (a) at the time of the execution and delivery of such instrument, the Trust was in full force and effect, and (b) such instrument was executed in accordance with the terms and conditions of said Trust, and (c) the Trustee is authorized and empowered to execute and deliver every such instrument without the joinder or consent of any other party or person.

At the request of the parties, this deed was prepared by Carl C. Hendricks, Jr., P. O. Drawer 729, Beaufort, South Carolina 29901, without benefit of title examination and without title certification.

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 TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, their Successors and Assigns forever.

For the Benefit of Frank M. Davis.

And I do hereby bind myself and my Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, their Successors and Assigns, against me and my Successors and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal, this 13th day of March, 1991.

WITNESSED BY:

Glada C. Kelly
Jenny H. Crowley

J. True Martin
J. TRUE MARTIN AS TRUSTEE OF
TALLAHASSEE NEUROLOGICAL CLINIC,
P.A., RESTATED MONEY PURCHASE
PENSION PLAN AND TRUST AGREEMENT

STATE OF FLORIDA
COUNTY OF LEON

PROBATE

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within-named J. True Martin as Trustee of Tallahassee Neurological Clinic, P.A., Restated Money Purchase Pension Plan and Trust Agreement, sign, seal and as his act and deed, deliver the within-written ~~deed~~ that s/he with the other witness witnessed the execution thereof.

Glada C. Kelly

SWORN TO before me, this 13th day of MARCH, 1991.

Jenny H. Crowley (SEAL)
NOTARY PUBLIC FOR FLORIDA
My Commission Expires:

RECORDED THIS 23rd DAY
OF March 1991
IN BOOK X PAGE 481
FEES, \$ 1.00
Blair D. Kelly
AUDITOR, BEAUFORT COUNTY, S. C.

H.H.

FILED AT	BEAUFORT COUNTY S.C.	RECORDED IN
11:54		579
CLOCK	MAR 10 1991	PAGE
A		36
REGISTER OF DEEDS & MORTGAGES		

1995

To: Trustees
From: R. McC. Tompkins

9/10/91

28483

FORM AN INSTRUMENT
THE COUNTY CLERK
OF YOUR BEING
SERVICED

471

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, R. McC. TOMPKINS, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to me in hand paid at and before the sealing of these presents by JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING AS TRUSTEES OF THE RATHVON McCLURE TOMPKINS REVOCABLE TRUST DATED SEPTEMBER 10, 1991, 6 Sussex Court, Beaufort, South Carolina 29902, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING AS TRUSTEES OF THE RATHVON McCLURE TOMPKINS REVOCABLE TRUST DATED SEPTEMBER 10, 1991, their Successors in Office and Assigns forever, an undivided one-half (1/2) interest in and to the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 1, 2 and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R. D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 18, at Page 45.

This conveyance is made by the Grantor and accepted by the Grantees subject to those certain protective covenants, restrictions and affirmative obligations as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 161, at Page 39, and any amendments thereto.

This is the same property conveyed to the Grantor herein by deed of Pleasant Point Plantation, Inc. dated December 5, 1969, and recorded in the RMC Office for Beaufort County, South Carolina on December 15, 1969, in Deed Book 169, at Page 150; AND by deed of Pleasant Point Plantation, Inc. dated December 5, 1969, and recorded in the RMC Office for Beaufort County, South Carolina on December 15, 1969, in Deed Book 169, at Page 151.

BEAUFORT COUNTY TAX MAP REFERENCE

District	Map	Submap	Parcel	Block
200	9	A	28	

000839

69

This deed was prepared by the law firm of Levin & Fulp, 811 Craven Street, Beaufort, South Carolina 29902, without benefit of title examination.

TAX REF: R200-009-00A-078-0000

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 JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING AS TRUSTEES OF THE RATHVON McCLURE TOMPKINS REVOCABLE TRUST DATED SEPTEMBER 10, 1991, their Successors in Office and Assigns forever.

AND, I do hereby bind myself and my Heirs, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said JULIA VOGEL TOMPKINS, BARNEY RATHVON TOMPKINS and JULIA LINDSLY TOMPKINS EWING AS TRUSTEES OF THE RATHVON McCLURE TOMPKINS REVOCABLE TRUST DATED SEPTEMBER 10, 1991, their Successors in Office and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 26th day of August, 1995.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

Peggy L. Blanton
Julian S. Levin

R. McC. Tompkins
R. McC. TOMPKINS

BY: Julia Vogel Tompkins
JULIA VOGEL TOMPKINS
Attorney-in-Fact
Durable Power of Attorney recorded
in the Beaufort County, SC RMC
Office in Book 583, at Page 889

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named R. McC. TOMPKINS, by JULIA VOGEL TOMPKINS, Attorney-in-Fact sign, seal and as his act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this 26th day of August, 1995.

William Stearn
Notary Public for South Carolina
My Commission Expires: 1/10/2001

Peggy L. Colantoni

Levin
1426
FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C. / *MLL*

474

95 AUG 28 PM 4: 13

BK: *799* PG *471*
FOLDER#

RECORDED THIS *6th* DAY
OF *September* 19*95*
IN BOOK: *00* PAGE *805*

Mary A. Lewis
CLERK, BEAUFORT COUNTY, S.C.

2/10

21690

950-

116

BEAUFORT COUNTY, S.C.

RECORDING FEES COLLECTED

TRANSFER FEES \$ 0

COUNTY \$ 825.00 STATE \$ 195.00

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

KNOW ALL MEN BY THESE PRESENTS, that FRANK M. DAVIS AND JUDITH M. DAVIS, in the State aforesaid, for and in consideration of the sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) DOLLARS, to them in hand paid at and before the sealing of these presents by AMERICAN HOSPITAL INSURANCE GROUP, INC.,
 335 South Pleasant Point Drive, Beaufort, South Carolina 29902

in the State aforesaid; the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, forever, in fee simple, the real property described on Attachment A hereto.

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

TO HAVE AND TO HOLD all and singular, the premises before mentioned unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, forever.

The Grantors do hereby bind themselves, their heirs and assigns, to warrant and forever defend all and singular the said Premises unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
200	9	A	172	

000844

WITNESS our Hands and Seals on June 6 in the year of our Lord one thousand nine hundred ninety-seven (1997) and in the two hundred and twenty-first, (221st) year of the sovereignty and independence of the United States of America.

Libby W. Jennings
Witness 1

Frank M. Davis
FRANK M. DAVIS

J. Thomas Mikell
Witness 2

Judith M. Davis
JUDITH M. DAVIS

This deed was prepared WITHOUT TITLE SEARCH OR EXAMINATION by the Law Office of J. Thomas Mikell, PC, Post Office Box 1727, Beaufort, South Carolina 29901-1727.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Libby W. Jennings (as Witness 1) and made oath that s/he saw the within named FRANK M. DAVIS AND JUDITH M. DAVIS sign, seal and as their act and deed, deliver the within written Title To Real Estate and that s/he with J. Thomas Mikell (as Witness 2) witnessed the execution thereof.

SWORN to before me on
June 6 1997
J. Thomas Mikell
J. Thomas Mikell
Notary Public for South Carolina
My Commission Expires: April 12, 1999

Libby W. Jennings
Signature of Witness 1

ATTACHMENT A

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 1.32 acres which is shown and described as to metes, courses, bounds, distances and directions as Lot 29 (a/k/a The Manor House) of the Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, SCRLS, on May 30, 1997 that is recorded in Plat Book 60 at Page 178 of the RMC Office for Beaufort County, South Carolina; SAVE AND EXCEPT therefrom that parcel located to the immediate west of Lot 1 and 2 which is described on a plat prepared by R. D. Trogdon, Jr., SCRLS, on April 30, 1974 which plat is recorded in Deed Book 248 at Page 455.

This is the same real property conveyed to the Grantors in Deed Book 479 at Page 1180 in the RMC Office for Beaufort County, South Carolina.

Tax District 200 - Map 9A - Parcel 172

AND ALSO, an easement for the right of ingress and egress over and upon that certain 0.20 acre parcel of land which is more specifically described and depicted on that certain plat by R. D. Trogdon, Jr., SCRLS, on June 8, 1987 and recorded in the RMC Office for Beaufort County, S. C. in Deed Book 481 at Page 1881. Both Grantors and Grantees understand that this easement is not to be construed as granting exclusive rights to the Grantees but this easement is to be shared jointly by Grantors and Grantees, their heirs and assigns forever.

These easement rights were conveyed to the Grantors by an Easement recorded in Deed Book 486 at Page 1465 in the RMC Office for Beaufort County, South Carolina.

114° DTG:5

119

FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.

97 JUN 10 AM 11:48

BK 950 PG 116
FOLDER#

RECORDED THIS 26th DAY
OF June 19 97
IN BOOK AD PAGE 558

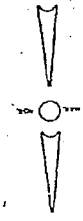
John A. Sullivan INB
NOTOR. BEAUFORT COUNTY, S.C.

000847

76



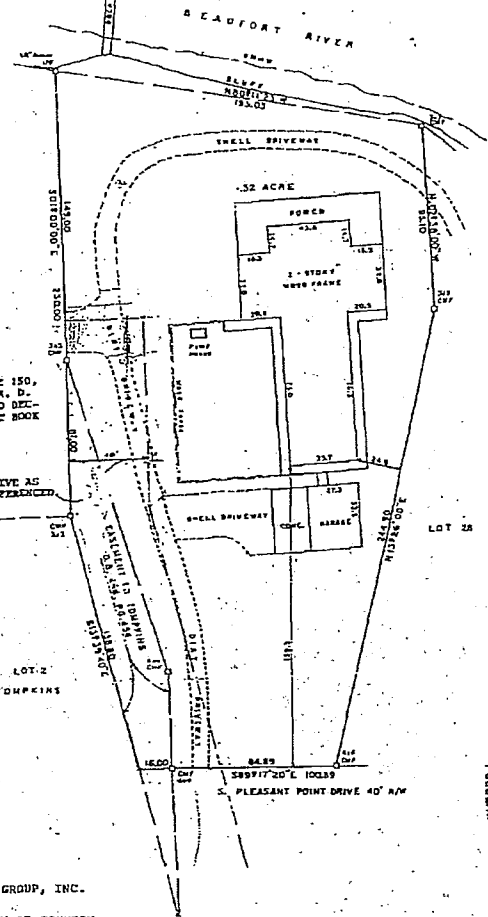
"Closing Plat"
Exhibit B



VERIFIED EXISTING FENCE AS SHOWN
ON BEAUFORT COUNTY TAX MAP THE DATE
DATE: 6-10-97
Register of Deeds Commission

LOT 1
TOMPKINS
DEED BOOK 149, PAGE 150,
REFERENCE PLAT BY R. D.
TROGON, JR., DATED DECEMBER 4,
1969, PLAT BOOK 12, PAGE 45.

PLEASANT POINT DRIVE AS
SHOWN ON ABOVE REFERENCED
PLAT.



FILED
BEAUFORT COUNTY, S.C.
97 JUN 10 AM 11:45
BY
L. O. FORD III
190

CLOSING PLAT PREPARED FOR
AMERIL HOSPITAL INSURANCE GROUP, INC.

THE "MANOR HOUSE", A PORTION OF COUNTRY CLUB SECTION, SOMETIMES KNOWN AS LOT 29, COUNTRY CLUB SECTION, PLEASANT POINT PLANTATION SUBDIVISION AS SHOWN ON A PLAT BY R. D. TROGON, JR., DATED DECEMBER 4, 1969, REVISED JUNE 24, '82 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 30, PAGE 14.

THIS PROPERTY IS LOCATED IN ZONE A-11 (ELEV. 13.00) AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0070 D, DATED 9/29/85.

PIN:R200-005-00A-0172-0000

0 20 40 60 80 100
SCALE 1" = 40' - MAY 30, 1997

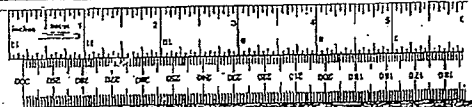


I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

David S. Youmans
DAVID S. YOUNG R.L.S. 9765
BEAUFORT SURVEYING, INC.
1925 DUNE STREET (P.O. BOX 12311)
BEAUFORT, SOUTH CAROLINA 29901
(803)524-3261 525-1175

6297AS

22X



ORIGINAL DOCUMENT
POOR CONDITION OR CONTRAST

10025

77

3/14
10

91691

950

120

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
 COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that the said FRANK M. DAVIS AND JUDITH M. DAVIS, in the State aforesaid for and in consideration of the premises and also in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, to them in hand paid at and before the sealing and delivery of these presents by AMERICAN HOSPITAL INSURANCE GROUP, INC.

335 South Pleasant Point Drive, Beaufort, South Carolina 29902

(the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns forever, the real property described on Attachment A hereto.

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 AMERICAN HOSPITAL INSURANCE GROUP, INC., its successors and assigns forever so that neither the said FRANK M. DAVIS AND JUDITH M. DAVIS nor their heirs, nor any other person or persons, claiming under them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist.	Map	Submap	Parcel	Block
200	9	A	172	

Witness our hands and seals on June 6 in the year of our Lord one thousand nine hundred and ninety-seven (1997) and in the two hundred and twenty-first (221st) year of the Sovereignty and Independence of the United States of America.

Libby W. Jennings
Witness 1

Frank M. Davis
FRANK M. DAVIS

J. Thomas Mikell
Witness 2

Judith M. Davis
JUDITH M. DAVIS

This deed was prepared WITHOUT TITLE SEARCH OR EXAMINATION by J. Thomas Mikell, PC, Post Office Box 1727, Beaufort, South Carolina 29901-1727.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Libby W. Jennings (as Witness 1) and made oath that s/he saw the within-named FRANK M. DAVIS AND JUDITH M. DAVIS sign, seal and as their act and deed, deliver the within-written Quit-Claim Deed; and that s/he with J. Thomas Mikell (as Witness 2) witnessed the execution thereof.

SWORN to before me on)
June 6, 1997)
J. Thomas Mikell)
J. Thomas Mikell)
Notary Public for South Carolina.)
My Commission Expires: April 12, 1999.)

Libby W. Jennings
Signature of Witness 1

ATTACHMENT A

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina being located to the west of Lots 1 and 2 of the Country Club Section of Pleasant Point Plantation and being described as to metes, courses, bounds, distances and directions on a plat prepared for R. McC. Tompkins on April 30, 1974 by R. D. Trogdon, Jr., SCRLS, which plat is recorded in Deed Book 248 at Page 455 in the RMC Office for Beaufort County, South Carolina.

TAX REF: R200-9A-Portion Parcel 172

1140 DTG:s

123

FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.

97 JUN 10 AM 11:48 /MLL

BK 950 PG 120
FOLDER#

RECORDED THIS 26th DAY
OF June 19 97
IN BOOK AD PAGE 558

John A. Sullivan /NR
CLERK, BEAUFORT COUNTY, S.C.

1550

Subject to those restrictions and easements as set forth in those instruments recorded in the said Beaufort County records.

This instrument was prepared by Henri Ann Logan, Attorney, Post Office Box 1008, Beaufort, South Carolina 29901.

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 Roi W. Young and Dyan M. Young, as joint tenants with the rights of survivorship and not as tenants in common, Grantee's heirs and assigns, forever, in fee simple.

AND American Hospital Insurance Group, Inc., does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantees, as hereinabove provided, against itself and its successors and assigns lawfully claiming, or to claim the same, or any part thereof.


000854

83

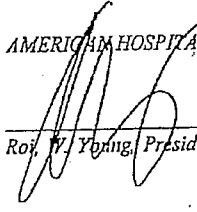
1551

Witness my Hand and Seal this 22nd day of January, 1999.

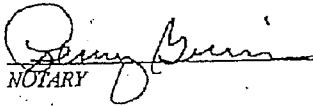
Signed, Sealed and Delivered in the presence of: AMERICAN HOSPITAL INSURANCE GROUP, INC.



1ST WITNESS



Roy W. Young, President and Sole Officer



NOTARY

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

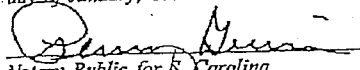
PROBATE

Personally appeared before me, the undersigned witness, and made oath that he/she saw the within named American Hospital Insurance Group, Inc. as its act and deed, sign, seal and deliver the within written Deed, and that he/she with the other witness subscribed above witnessed the execution hereof.



1ST WITNESS

Sworn to before me this 22nd
day of January, 1999.



Notary Public for S. Carolina
My Commission Expires 08-23-04

LOGAN 6726
LOGAN 6733

1552

FILED
JOHN A. SULLIVAN - REC.
CLERK OF COUNTY, S.C.

99 FEB -1 PM 4:11 /MLC
BK 1132 PG 1549
FOLDER#

RECORDED THIS 5 DAY
OF March 1999
IN BOOK: AF PAGE 122
Sharon P. Burnett
AUDITOR, BEAUFORT COUNTY, S.C.

7/20
11/20

5077

BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED 1543
TRANSFER FEES \$0

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

COUNTY \$ 253.00 STATE \$ 716.00
TITLE TO REAL ESTATE

TAX DISTRICT 200 - MAP 9A - PARCEL 102 AND PARCEL 171

KNOW ALL MEN BY THESE PRESENTS, that TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST, in the State aforesaid, for and in consideration of the sum of TWO HUNDRED THIRTY THOUSAND AND NO/100 (\$230,000.00) DOLLARS, to it in hand paid at and before the sealing of these presents by ROI W. YOUNG AND DYAN M. YOUNG, 335 Pleasant Point Dr., Beaufort, SC 29902, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said ROI Y. YOUNG AND DYAN M. YOUNG as joint tenants (not as tenants in common) until the death of either of them, and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of the survivor forever, in fee simple, the real property described on Attachment A hereto.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said ROI W. YOUNG AND DYAN M. YOUNG as joint tenants (not as tenants in common) until the death of either of them, and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of the survivor forever, in fee simple.

The Grantor does hereby bind itself, its Successors and Assigns, to warrant and forever defend all and singular the said Premises unto the said ROI W. YOUNG AND DYAN M. YOUNG as hereinabove provided against themselves and their successors and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

R 200-9A - 102 - C
171

2/2

WITNESS its Hand and Seal on January 25, 1999 and in the two hundred and twenty-second (222nd) year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST

Patty L. Grimes
Witness 1

1) By: James True Martin, M.D.
James True Martin, M.D.

2) By: Winston Ortiz, M.D.
Winston Ortiz, M.D.

3) By: Ricardo Ayala, M.D.
Ricardo Ayala, M.D.

Jenny H. Crowley
Witness 2

4) By: Fred Q. Vroom, M.D.
Fred Q. Vroom, M.D.

5) By: Mark J. Cuffe, M.D.
Mark J. Cuffe, M.D.

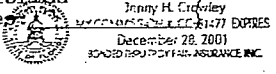
STATE OF FLORIDA)
COUNTY OF Leon) AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Patty L. Grimes (as Witness 1) and made oath that s/he was the, within named TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST by James True Martin, M.D., Winston Ortiz, M.D., Ricardo Ayala, M.D., Fred Q. Vroom, M.D. and Mark J. Cuffe, M.D., seal and as its act and deed, deliver the within written Title To Real Estate and that s/he with Jenny H. Crowley (as Witness 2) witnessed the execution thereof.

SWORN to before me on January 25, 1999

Jenny H. Crowley
Notary Public for Florida
My Commission Expires

Patty L. Grimes
Signature of Witness 1



WITNESS its Hand and Seal on January 25, 1999 and in the two hundred twenty-second (222nd) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST

Barney Allen
Witness 1

① By: [Signature]
William Kohler, M.D.

③ James H. Rhodes
Witness 2

STATE OF MONTANA)
COUNTY OF Yellowstone)

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me ④ Barney Allen (as Witness 1) and made oath that he/she saw the within named TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST by William Kohler, M.D. as Trustee, sign, seal and as its act and deed, deliver the within written Title To Real Estate and that he/she with ⑤ JAMES H. RHODES (as Witness 2) witnessed the execution thereof.

SWORN to before me on January 25, 1999

⑦ James H. Rhodes
Notary Public for Florida Montana
My Commission Expires: _____

Barney Allen
Signature of Witness 1

My Commission Expires Jan. 25, 2002 (James H. Rhodes)

WITNESS its Hand and Seal on January 25, 1999 and in the two hundred twenty-second (222nd) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TRUSTEES OF THE TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST

Janis D. Cook
Witness 1
Libby W. Jennings
Witness 2

By: Frank M. Davis, M.D.

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Janis D. Cook (as Witness 1) and made oath that he/she saw the within named TALLAHASSEE NEUROLOGICAL ASSOCIATES PROFIT SHARING PLAN AND TRUST by Frank M. Davis, M.D., as Trustee; sign, seal and as its act and deed, deliver the within written Title To Real Estate and that he/she with Libby W. Jennings (as Witness 2) witnessed the execution thereof.

SWORN to before me on January 25, 1999
Libby W. Jennings
Notary Public for South Carolina
My Commission Expires: 06/18/2007

Janis D. Cook
Signature of Witness 1

ATTACHMENT A

ALL that parcel of land situate, lying and being on Lady's Island in Beaufort County, South Carolina, being particularly shown and described as Lot 28 of the Country Club Section of Pleasant Point Plantation on a plat of the Country Club Section of Pleasant Point Plantation made by R. D. Trogdon, Jr., R.L.S., dated December 4, 1969, last revised on June 24, 1982, and recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 30 at Page 141.

AND ALSO, that parcel of land situate, lying and being on Lady's Island in Beaufort County, South Carolina containing 1.487 acres, more or less, and being a portion of the Country Club Section of Pleasant Point Plantation, and being more particularly shown and described on a plat prepared by R. D. Trogdon, Jr., R.L.S., dated October 22, 1986 and recorded in the RMC Office for Beaufort County, South Carolina in Deed book 462 at Page 1271. For a more complete description of said 1.487 acres, reference may be had to the above referred to plat of record.

AND ALSO, that parcel of land situate, lying and being on Lady's Island in Beaufort County, South Carolina containing 0.20 acres which is specifically described on the plat prepared by R. D. Trogdon, Jr., SCRLS, on June 8, 1987 and recorded in Deed Book 481 at Page 1881 in the RMC Office for Beaufort County, South Carolina.

The above three parcels are the same property conveyed to the Trustees of the Tallahassee Neurological Associates Profit Sharing Plan and Trust, for the benefit of Frank M. Davis by deed of J. True Martin, as Trustee of Tallahassee Neurological Clinic, P.A., Restated Money Purchase Pension Plan and Trust Agreement, which deed was recorded in the RMC Office for Beaufort County, South Carolina in Deed Book 579 at Page 36 on July 10, 1991.

The properties described herein are conveyed subject to Restrictive Covenants set forth in the following documents recorded in the RMC Office for Beaufort County, South Carolina: Deed Book 161 at Page 39; Deed Book 330 at Page 1676; Deed Book 330 at Page 1684; Deed Book 330 at Page 1686; and Deed Book 339 at Page 619.

This deed was prepared WITHOUT TITLE SEARCH OR EXAMINATION by the Law Office of J. Thomas Mikell, PC, Post Office Box 1727, Beaufort, South Carolina 29901-1727.

FILED
SULLIVAN COUNTY
99 FEB -1 PH 4:11 / *msl*
BN. *1132* PG *1543*
FOLDER#

OGAN
6724
6733

1548

RECORDED THIS 5 DAY
OF March 19 99
IN BOOK AF PAGE 122
Sharon P. Burnett
AUDITOR, BEAUFORT COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
)
)
)
 JULIA VOGEL TOMPKINS, BARNEY)
 RATHVON TOMPKINS and JULIA)
 LINDSLY TOMPKINS EWING as)
 Trustees of the RATHVON MCCLURE)
 THOMAS REVOCABLE TRUST, DATED)
 SEPTEMBER 10, 1991, and JULIA)
 VOGEL TOMPKINS, Individually,)
)
 Plaintiffs,)
)
 vs.)
)
 ROI W. YOUNG and DYAN M. YOUNG,)
)
 Defendants.)
)
 _____)

IN THE COURT OF COMMON PLEAS
 CIVIL ACTION NO. 99-CP-7-1672

SUMMONS
 Non-Jury
TITLE CLEARANCE

99 NOV - 1 AM 11:21
 BEAUFORT COUNTY
 CLERK OF COURT
 BEAUFORT, S.C.

TO THE DEFENDANTS NAMED HEREIN:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscribers at their offices at 811 Craven Street, Beaufort, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiffs in this action will apply to the Court for relief demanded therein.

LEVIN & GILLEY

By: Julian Levin
 Julian S. Levin
 Attorney for Plaintiff
 P.O. Box 2358
 811 Craven Street
 Beaufort, South Carolina
 (843) 522-9000

November 1, 1999
 Beaufort, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
)
)
 JULIA VOGEL TOMPKINS, BARNEY)
 RATHVON TOMPKINS and JULIA)
 LINDSLY TOMPKINS EWING as)
 Trustees of the RATHVON MCCLURE)
 THOMAS REVOCABLE TRUST, DATED)
 SEPTEMBER 10, 1991, and JULIA)
 VOGEL TOMPKINS, Individually,)
)
 Plaintiffs,)
)
 vs.)
)
 ROI W. YOUNG and DYAN M. YOUNG,)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 CIVIL ACTION NO. _____

COMPLAINT
 Non-Jury
TITLE CLEARANCE

99 NOV - 1 AM 11:21
 BEAUFORT COUNTY
 CLERK OF COURT
 BEAUFORT, S.C.

The Plaintiffs complaining of the Defendants herein would respectfully show and allege unto this Honorable Court as follows:

1. That the Plaintiffs are the owners and are in possession of the residential property on Lady's Island, Beaufort County, South Carolina, which is the subject matter of this action, and all matters hereinafter mentioned are within the jurisdiction of this Honorable Court.
2. That the real property which is the subject matter of this action was acquired by Julia Vogel Tompkins, a Plaintiff herein, and her husband, R. McC. Tompkins, by deed dated December 5, 1969, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Book 169, at Page 150, and by deed dated December 5, 1969, and recorded in the Office of the Register of Mesne Conveyances in Book 169, Page 151, and described in said deeds as follows:

PARCEL 1 - ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lot 1 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R.D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in Plat Book 18 at Page 45, in the office of the Clerk of court for Beaufort County, South Carolina.

PARCEL 2 - ALL those certain pieces, parcels or lots of land, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 2 and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R.D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in Plat Book 18 at Page 45, in the office of the Clerk of Court for Beaufort County, South Carolina.

3. That thereafter by deed dated August 26, 1995, and recorded in the Office of the Register of Deeds in Book 799, Page 471, R. McC. Tompkins conveyed his undivided one-half (½) interest in the subject property to the Plaintiffs herein as Trustees, and the property was described in said deed as follows:

ALL that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 1, 2 and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R.D. Trogdon, Jr., R.L.S., under date of December 4, 1969, which plat is recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 18, at Page 45.

4. That Plaintiffs are informed and believe that when they purchased the subject property, according to the plat referred to in their deeds and recorded in the Office of the Clerk of Court for Beaufort County, in Book 18 of Plats, at Page 45, that the recordation of such plat constituted a dedication of the street or roadway shown as "Pleasant Point Drive".

5. That Plaintiffs are informed and believe that on or about December 4, 1969, and recorded in Plat book 19, at Page 160, Plaintiffs' predecessors in title recorded a plat that in

effect would have, if lawful, eliminated the portion of the road adjoining Plaintiffs property, and included said roadway in the conveyance to the Defendants.

6. That Plaintiffs are informed and believed that by deed dated January 22, 1999, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Book 1132, Page 1549, American Hospital Insurance Group, Inc., Defendant's immediate predecessors in title, conveyed a tract of land to the Defendants, and the property was described in said deed as follows:

ALL that certain parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 1.32 acres which is shown and described as to metes, courses, bounds, distances and directions as Lot 29 (a/k/a The Manor House) of the Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, RLS dated May 30, 1997 and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 60 at Page 190. Tax Map: District 200; Map 9A; Parcel 172

ALL that parcel of real property situate on Lady's Island in Beaufort County, South Carolina being located to the west of Lots 1 and 2 of the Country Club Section of Pleasant Point Plantation directions on a plat prepared by R.D. Trogdon, Jr., RLS dated April 30, 1974 and recorded in Deed Book 248 at Page 454 of the said Beaufort County records. Tax Map: District 200; Map 9A; Parcel 172

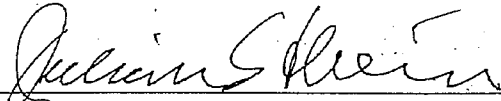
7. That the Plaintiffs are informed and believed that the Defendants now claim title to said portion of the roadway adjoining Plaintiffs' property, and they and their predecessors in title have erroneously asserted title and control over Plaintiffs' use and enjoyment of said roadway.

8. That Plaintiffs are informed and believe that the recording of the said Plat from which Plaintiffs purchased the subject property constituted a dedication of said roadway to the owners of all lots in the subdivision and/or the general public, and the later purported conveyance of the portion of Pleasant Point Drive to the Defendants thus was void and of no legal effect.

WHEREFORE, Plaintiffs pray that this Honorable Court inquire into the matters and things herein alleged, and if the Court finds that the street or roadway is so dedicated, as alleged herein, that the Court issue its order as follows:

- A. Declaring the roadway shown on the plat recorded in Book 18 at Page 45, to be a dedicated easement.
- B. Restraining and prohibiting the Defendants from interfering with Plaintiffs' use and enjoyment of said easement.
- C. For the costs and expenses of this action, including reasonable attorney's fees.
- D. For such other and further relief as this Court may deem just and proper.

LEVIN & GILLEY



Julian S. Levin
Attorneys for the Plaintiff
811 Craven Street
Post Office Box 2358
Beaufort, South Carolina 29901
(843) 522-9000

November 1, 1999
Beaufort, South Carolina

000867

96

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
Case No. 99-CP-07-1672

99 DEC -6 PM 12:54

JULIA VOGEL TOMPKINS, BARNE
RATHVON TOMPKINS AND JULIA
LINDSLY TOMPKINS EWING as
Trustees of the RATHVON MCCLURE
THOMAS REVOCABLE TRUST, DATED
SEPTEMBER 10, 1991, and JULIA
VOGEL TOMPKINS, Individually,

Plaintiffs,

vs.

ROI W. YOUNG and DYAN M. YOUNG,

Defendants.

ANSWER
AND
COUNTERCLAIM

Defendants, answering the Complaint, allege and say (a) that defendants deny all the allegations of the Complaint except those allegations expressly admitted hereinafter or admitted hereinafter with qualification, (b) that those allegations of the Complaint admitted hereinafter with qualification are admitted only with the qualifications stated; and (c) that addressing each paragraph of the Complaint and by way of affirmative defense(s) and counterclaim(s) defendants allege and say the following:

FOR A FIRST DEFENSE

1. Defendants admit only so much of paragraph 1 as alleges or may be construed to allege that the plaintiffs are the owners of Lots 1, 2, and 3 of Pleasant Point Plantation Country Club Section, Beaufort County, S.C. Defendants deny all the remaining allegations of said paragraph.

2. Defendants admit only so much of paragraph 2 as alleges the existence of the documents of record referred to therein, which documents speak for themselves as to the terms thereof. Defendants deny all the remaining allegations of said paragraph.

3. Defendants admit only so much of paragraph 3 as alleges the existence of the document of record referred to therein, which speaks for itself as to the terms thereof. Defendants deny all the remaining allegations of said paragraph.

4. Defendants deny the allegations of paragraph 4.

5. Defendants admit only so much of paragraph 5 as alleges or may be construed to allege that an area adjacent to and to the west of Lots 1 and 2 was formerly designated as a portion of Pleasant Point Drive, as shown on the plat recorded in Plat Book 18 at page 45, but was eliminated and deleted as a portion of the subdivision roadway and that the defendants are the owners of said property. Defendants deny all the remaining allegations of paragraph 5.

6. Defendants admit only so much of paragraph 6 as alleges the existence of the document of record referred to therein, which speaks for itself as to the terms thereof. Defendants deny so much of said paragraph as may be inconsistent with said document of record.

7. Defendants admit so much of paragraph 7 as alleges that defendants claim title to the land adjacent to and to the west of Lots 1 and 2, Pleasant Point Plantation Country Club Section, which

land was shown as a portion of Pleasant Point Drive by the plat recorded in Plat Book 18 at page 45. Defendants deny all the remaining allegations of said paragraph.

8. Defendants deny the allegations of paragraph 8.

FOR A SECOND AND AFFIRMATIVE DEFENSE
(Waiver)

9. Defendants repeat, reallege, and incorporate herein by reference, all the foregoing allegations of this Answer.

10. From around 1969 through about 1995, Rathvon McC. Tompkins and Julia Vogel Tompkins ("the Tompkins") have been the owners of Lots 1, 2, and 3 of the Country Club Section, Pleasant Point Plantation.

11. Access to Lots 1, 2, and 3 is provided by the subdivision street identified as Sussex Court, as shown by the subdivision plat recorded in Plat Book 18, page 45, which plat was referred to in the deeds conveying Lots 1, 2, and 3 to the Tompkins.

12. The subdivision plat recorded in Plat Book 18, page 45 also shows a portion of Pleasant Point Drive, a subdivision roadway, adjacent to and immediately to the west of Lots 1 and 2, but that area adjacent to and to the west of Lots 1 and 2 was never paved or otherwise developed, improved, or actually made part of the subdivision roadway system and has never been maintained by the developer or the homeowners association.

13. Upon information and belief, during or about 1976, Rathvon McC. Tompkins, acting on his own behalf and on behalf of

the plaintiff Julia Vogel Tompkins, his wife and co-owner of Lots 1, 2, and 3, for valuable consideration made and entered an agreement with Pleasant Point Plantation, a partnership, owner and developer of Pleasant Point Plantation subdivision, wherein and whereby the parties agreed for the area adjacent to and to the west of Lots 1 and 2, to be removed and eliminated from the platted subdivision roadway system and for the Tompkins to have a private easement for a driveway to their Lots 1 and 2 over a portion of the subject area, for their joint lives only.

14. Pursuant to said agreement and in reliance thereon, Pleasant Point Plantation granted to the Tompkins the Easement recorded in Book 248, page 454, a copy of which is attached hereto as Attachment A.

15. Also pursuant to said agreement, the Tompkins have since 1976 used that limited area described in the Easement (Book 248, page 454) for their exclusive use, benefit, and enjoyment.

16. Also pursuant to the agreement Pleasant Point Plantation deleted the area adjacent to the west of Lots 1 and 2 from the platted subdivision roadway system and recorded a revised subdivision plat deleting the subject area from Pleasant Point Drive and showing the Tompkins' easement area instead (Plat Book 30 at page 141).

17. By virtue of the aforesaid agreement, the conditions of which were fully performed by Pleasant Point Plantation and/or its successors, the Tompkins, as co-owners of Lots 1, 2, and 3, waived

and relinquished any rights in the subject section of Pleasant Point Drive adjacent to and to the west of Lots 1 and 2 (as shown by plat recorded in Plat Book 18 page 45) except the rights granted to them by the Easement recorded in Book 248, page 454.

18. Rathvon McC. Tompkins could not grant and did not grant to the Rathvon McC. Tompkins Revocable Trust rights he had waived and relinquished.

FOR A THIRD AND AFFIRMATIVE DEFENSE
(Estoppel)

19. Defendants repeat, reallege, and incorporated herein by reference all the foregoing allegations hereof.

20. The Tompkins had the Easement (Book 248, page 454) recorded and gave notice to the world of their rights to use the easement area as their private easement.

21. Further, the Tompkins from 1976 have asserted and continue to assert the right to exclusive use, benefit, enjoyment and control of the subject area, and have represented and continue to represent that the subject area is private, not part of the Pleasant Point Plantation subdivision roadway system, and not available for general use by owners in the subdivision or by the public.

22. The defendants and their predecessors in title, as well as others owning property in the subdivision, have relied upon the Tompkins' assertions of exclusive rights in the area described in

their Easement (Book 248, page 454), not making any use of the area.

23. By virtue of their long standing assertion of rights which are inconsistent with plaintiffs' claim that the area adjacent to and to the west of Lots 1 and 2 is a subdivision roadway, by virtue of their exclusive use and enjoyment of a part of the area for more than twenty-years (the benefits of the agreement described above), and because of the reliance by others, including the defendants, the Tompkins and those claiming under or through them are estopped and barred from now claiming that the subject area adjacent to and to the west of Lots 1 and 2 is part of the subdivision roadway system.

FOR A FOURTH AND AFFIRMATIVE DEFENSE
(Laches)

24. Defendants repeat, reallege, and incorporate herein by reference all the foregoing allegations hereof.

25. Plaintiffs have delayed an unreasonable length of time in asserting that the subject area is part of the subdivision roadway system, leading defendants and their predecessors in title to believe plaintiffs did not claim any rights in the subject area except those easement rights granted to the Tompkins' by the Easement (Book 248, page 454).

26. Defendants and their predecessors relied upon plaintiffs' silence and inaction by purchasing and paying valuable consideration for the subject property and asserting exclusive

control over all of it except for that portion described in the Tompkins' Easement (Book 248, page 454).

27. By virtue of the plaintiffs' unreasonable delay in asserting their claim and defendants' reliance thereon to their detriment, plaintiffs are barred from claiming any rights in the area except those easement rights granted to the Tompkins by the Easement (Book 248, page 454), which will expire and be terminated upon the death of Julia Vogel Tompkins.

FOR A FIRST COUNTERCLAIM
(Declaratory Judgment)

28. Defendants repeat, reallege, and incorporate herein by reference all the foregoing allegations hereof.

29. Defendants acquired Lot 29, of the Country Club Section, Pleasant Point Plantation, also known as "The Manor House" property, by the Warranty Deed dated January 22, 1999, and recorded in Book 1132, page 1549, which deed describes the subject property by reference to the Plat recorded in Plat Book 60, page 190. A copy of said plat is attached hereto as Attachment B.

30. The plaintiffs claim that the easternmost portion of defendants' property, formerly identified as a portion of Pleasant Point Drive per the plat recorded in Plat Book 18, page 45, is a part of the subdivision roadway system and that plaintiffs therefore have the right to use that area for access to plaintiffs' property.

31. Defendants' have denied and do deny plaintiffs' claim.

32. By virtue of the matters and things alleged above, defendants are, upon information and belief, entitled to the judgment of this court determining and declaring that the defendants are the owners of Lot 29 (The Manor House property) as shown by the plat recorded in Plat Book 60, page 190, free and clear of all rights and claims of the plaintiffs except the easement rights granted to the Tompkins by the Easement recorded in Book 248, page 454, which will expire and be terminated upon the death of Julia Vogel Tompkins.

FOR A SECOND CAUSE OF ACTION
(Trespass/Injunctive Relief and Damages)

33. Defendants repeat, reallege, and incorporate herein by reference all the foregoing allegations hereof.

34. Although the defendants have specifically directed that the plaintiff Julia Vogel Tompkins cease all use of the plaintiff's property except the area of the Tompkins' easement (Book 248, page 454), and although the plaintiffs have had both the western boundary of the Tompkins easement area (Book 248, page 454) and the western boundary of the area formerly shown as part of Pleasant Point Drive (Plat Book 18 at page 45) clearly delineated on the ground by a registered land surveyor, Julia Vogel Tompkins persists in trespassing upon plaintiffs' property, not only the area formerly designated as part of Pleasant Point Drive (Plat Book 18 at page 45) but also the Manor House property of defendants farther to the west.

35. Julia Vogel Tompkins' continued trespassing is wilful and deliberate, and she has advised the defendants that she will go where she wants in spite of the plaintiffs' direction for her to cease trespassing.

36. Julia Vogel Tompkins' further interferes with defendants' use and enjoyment of their property by advising defendants' guests and invitees that they cannot use the driveway.

37. Upon information and belief, plaintiffs are entitled to an injunction permanently restraining, prohibiting, and forbidding the plaintiffs, including and in particular Julia Vogel Tompkins, from trespassing upon defendants' property lying to the west of the Tompkins' easement area, and restraining, prohibiting, and forbidding the plaintiffs from otherwise hindering or interfering with defendants' use of their own property.

38. Further, upon information and belief, the defendants are entitled to judgment against the plaintiff Julia Vogel Tompkins for actual and punitive damages for her willful and deliberate trespass on defendants' property, and interference with defendants use thereof, thereby causing defendants to have diminished use and enjoyment of their property.

WHEREFORE defendants pray for the judgment, order and decree of this court providing the following:

- (a) denying the relief prayed for by the plaintiffs;
- (b) determining and declaring that the defendants are the owners of Lot 29, the property described in the plat

recorded in Plat Book 60, page 190, free and clear of any rights and claims of the plaintiffs except the easement rights granted to the Tompkins by the Easement recorded in Book 248, page 454, which will terminate upon the death of Julia Vogel Tompkins;

- (c) entering an order restraining, prohibiting, and forbidding the plaintiffs from trespassing upon, or otherwise interfering with defendants' use of, any part of defendants' property other than the Tompkins' easement area;
- (d) granting judgment in favor of defendants and against plaintiffs for actual and punitive damages in an amount to be determined by the trier of fact;
- (e) assessing costs against the plaintiffs;
- (f) granting to defendants such other and further relief as the court determines to be just and proper in the circumstances.

Beaufort, S.C.
December 2, 1999



HAROLD A. BONEY
(Wachovia Building - Suite 300,
1011 Bay Street)
P. O. Box 1151
Beaufort, SC 29901
(843) 524-0090
Attorney for defendants

STATE OF SOUTH CAROLINA)
CITY OF BEAUFORT)

EASEMENT

454

WHEREAS, Pleasant Point Plantation is the owner of certain real property on Lady's Island, Beaufort County, State of South Carolina as shown on a plat recorded in Plat Book 18 at Page 45 of a plat prepared by R. D. Trogdon, Jr. dated December 4, 1969 in the Office of the Clerk of Court for Beaufort County, South Carolina; and,

WHEREAS, Rathvon McC. Tompkins is the owner of Lots One (1), Two (2) and Three (3) as shown on the plat referred to above; and,

WHEREAS, Pleasant Point Plantation and Rathvon McC. Tompkins have entered into an agreement for the grant of an easement by Pleasant Point Plantation to Rathvon McC. Tompkins of certain real property described below.

NOW, therefore, in and for the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, Pleasant Point Plantation hereby grants, assigns and sets over to Rathvon McC. Tompkins and Julia Vogel Tompkins, or the survivor of them, only for their lives, an easement for the right to construct walkways, driveways, install water lines and sewer lines, utility lines and poles; and ornamental exterior objects; and to plant and maintain trees, shrubbery and grass in and on the real property described as follows, to-wit:

ALL that certain piece, parcel or tract of real property on Lady's Island, Beaufort County, State of South Carolina, shown and described on a plat prepared by R. D. Trogdon, Jr.; R.L.S., on April 30, 1974 and is more particularly described as beginning at a concrete marker on the Western boundary line of Lot One (1) which is One Hundred Sixty-Nine (169.00) feet, more or less, from the marshes of Brickyard Creek; and thence proceeding in the direction of N16°23'40"W for a distance of One Hundred Seventy-One and Sixty-Five Hundredths (171.65) feet to a concrete marker; thence proceeding in the direction of N19°58'W for a distance of One Hundred Twenty-Eight and Forty Hundredths (128.40) feet to a concrete marker; thence proceeding in the direction of S19°39'40"E for a distance of Two Hundred Eighteen and Fifteen Hundredths (218.15) feet along the Western boundary line of Lot Two (2) to a concrete marker; thence in the direction of S°1°00'E for a distance of Eighty-One (81.00) feet along the Western boundary line of Lot One (1) to a concrete marker which is the point of beginning. For a more complete and accurate description, reference is made to the above referred to plat which is attached hereto and made a part hereof.

To have and to hold the said easement, the rights, members and hereditaments thereto, all and singular; to Rathvon McC. Tompkins and Julia Vogel Tompkins, or the survivor of them, only for their lives.

In witness hereof, Pleasant Point Plantation, has caused this agreement to be executed on August 26, in the year of our Lord one thousand nine hundred and seventy-six and in the two hundred and first year of the Sovereignty and Independence of the United States of America.

Caroline M. Brown
J. Thomas Mitten

PLEASANT POINT PLANTATION
By *[Signature]*
Claude C. Branning, General Partner

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

AFFIDAVIT

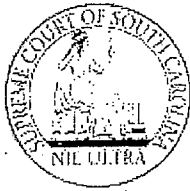
PERSONALLY appeared before me *Caroline M. Brown* and made oath that *she* the within-named Pleasant Point Plantation by *Cloide G. Branning* sign; seal and, as his act and deed, deliver the within-written Easement for the uses and purposes therein mentioned and that with *J. Thomas Mitten* witnessed the execution thereof.

SWORN to before this *26th* day of August, 1976

J. Thomas Mitten
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: *June 13, 1978*

Caroline M. Brown

117507



Beaufort County Fourteenth Judicial Circuit Public Index



Beaufort County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

Julia Vogel Tompkins , plaintiff, et al VS Roi W Young , defendant, et al

Case Number:	1999CP0701672	Court Agency:	Beaufort County Common Pleas	Filed Date:	11/01/1999
Case Type:	Common Pleas	Case Sub Type:	Special-Comp/Oth 699	File Type:	Non-Jury
Status:	Ended	Assigned Judge:			
Disposition:	Withdrawn or Settled by Parties	Disposition Date:	02/28/2002	Disposition Judge:	Special Referee G S And C P
Original Source Doc:		Original Case #:			
Judgment Number:	117507	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials							
Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents	
Tompkins, Julia Vogel	Judgment/Judgment	Judgment		02/21/2002-00:00			
Tompkins, Julia Vogel	Judgment/Judgment	Judgment		02/21/2002-00:00			
Tompkins, Barney Rathvon	Judgment/Judgment	Judgment		02/21/2002-00:00			
Tompkins, Barney Rathvon	Judgment/Judgment	Judgment		02/21/2002-00:00			
Ewing, Julia	Judgment/Judgment	Judgment		02/21/2002-00:00			
Ewing, Julia	Judgment/Judgment	Judgment		02/21/2002-00:00			
Rathvon McClure Thomas Re	Judgment/Judgment	Judgment		02/21/2002-00:00			
Rathvon McClure Thomas Re	Judgment/Judgment	Judgment		02/21/2002-00:00			
Tompkins, Julia Vogel	NOTICE OF HEARING/CERT OF SER	Filing		11/09/2001-00:00	11/09/2001-00:00		
Young, Roi W	CONSENT ORDER SUBST COUNSEL	Filing		10/26/2001-00:00	10/26/2001-00:00		
Young, Roi W	NOTICE OF APPEARANCE	Filing		10/15/2001-00:00	10/15/2001-00:00		
Young, Roi W	ORDER FOR CONTIN./CERT OF SER	Filing		08/09/2001-00:00	08/09/2001-00:00		
Young, Roi W	MOTION FOR LEAVE TO WITHDRAW	Filing		07/24/2001-00:00	07/24/2001-00:00		
Young, Roi W	AFFIDAVIT OF SERVICE	Filing		07/24/2001-00:00	07/24/2001-00:00		

000880

109

Tompkins, Julia Vogel	FOR LEAVE TO WITHDRAW	Filing		07/24/2001-00:00		
Tompkins, Julia Vogel	TO CONTINUE	Filing		07/20/2001-00:00		
Young, Roi W	MOTION TO CONT./CERT OF SER	Filing		07/20/2001-00:00	07/20/2001-00:00	
Tompkins, Julia Vogel	TO COMPEL SETTLEMENT	Filing		06/05/2001-00:00		
Young, Roi W	MOTION TO COMPEL SETTLEMENT	Filing		06/05/2001-00:00	06/05/2001-00:00	
Young, Roi W	CERT OF SERVICE BY US MAIL	Filing		06/05/2001-00:00	06/05/2001-00:00	
Tompkins, Julia Vogel	ORDER	Order		02/23/2001-00:00	02/23/2001-00:00	
Tompkins, Julia Vogel	TO TRANSFER TO JURY TRIAL CALENDAR	Filing		02/08/2001-00:00		
Young, Roi W	MOTION FOR TRANSFER TO THE JUR	Filing		02/08/2001-00:00	02/08/2001-00:00	
Young, Roi W	MOTION TO COMPEL PRODUCTION	Filing		03/28/2000-00:00	03/28/2000-00:00	
Young, Roi W	CERTIFICATE OF SER BY US MAIL	Filing		03/28/2000-00:00	03/28/2000-00:00	
Tompkins, Julia Vogel	TO COMPEL PRODUCTION	Filing		03/28/2000-00:00		
Tompkins, Julia Vogel	Order/Referred to Master	Order		03/01/2000-00:00	03/01/2000-00:00	
Tompkins, Julia Vogel	REPLY TO COUNTERCLAIMS	Filing		01/28/2000-00:00	01/28/2000-00:00	
Young, Roi W	ANSWER/COUNTERCLAIM	Filing		12/06/1999-00:00	12/06/1999-00:00	
Young, Roi W	CERTIFICATE OF SER BY US MAIL	Filing		12/06/1999-00:00	12/06/1999-00:00	
Tompkins, Julia Vogel	2-AFFIDAVIT OF SERVICE	Filing		11/11/1999-00:00	11/11/1999-00:00	
Tompkins, Julia Vogel	Filing Fee -70.	Filing		11/01/1999-00:00	11/01/1999-00:00	
Tompkins, Julia Vogel	SUMMONS-COMPLAINT	Filing		11/01/1999-00:00	11/01/1999-00:00	

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

000881

110

2452

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

83
87
6830107

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named **JULIA VOGEL TOMPKINS**, sign, seal and as her act and deed, deliver the within written Deed, and that s/he with the other witness above named witnessed the execution thereof.

SWORN TO BEFORE ME, this 23rd day of May, 2000.

Robert Stone
Notary Public for South Carolina
My Commission Expires: 12/31/2001

Julian's Leven

FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.

Levin 2589

2453

00 MAY 31 PM 1:56 *MLL*
BK *1296* PG *2450*
FOLDER #

1296 : 2450
J

BK 1367-

1000
63216

1111

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

WE, ROI W. YOUNG AND DYAN M. YOUNG, (hereinafter "Grantors") in the State aforesaid, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS paid to us at and before the sealing of these presents by ALYON, INC., 1551 Sea Island Parkway, Beaufort, SC 29902, (hereinafter "Grantee") the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these present do grant, bargain, sell and release unto said Grantee, Alyon, Inc., its Successors and Assigns, in fee simple, forever, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island in Beaufort County, South Carolina containing 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation on a plat prepared by David S. Youmans, R.L.S., dated January 27, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 628 at Page 171. For a more complete description as to metes, bounds, courses and distances, reference is made to the aforementioned plat of record.

The properties described herein are conveyed subject to Restrictive Covenants set forth in the following documents recorded in the Register of Deeds Office for Beaufort County, South Carolina: Deed Book 161 at Page 39; Deed Book 330 at Page 1676; Deed Book 330 at Page 1684; Deed Book 330 at Page 1686 and Deed Book 339 at Page 619.

This being the same property conveyed to the within-named Grantors by Deed of American Hospital Insurance Group, Inc., dated January 22, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Book 1132 at Page 1549 and by Deed of Trustees of the Tallahassee Neurological Associates Profit Sharing Plan and Trust, dated January 25, 1999 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Book 1132 at Page 1543.

This document was prepared by the Law Offices of Frampton L. Harper, II, 704 Prince Street, Beaufort, SC 29902

Tax Map Reference: R200-009-00A-0172-0000 (formerly R200-009-00A-0171-0000; R200-009-00A-0172-0000 and R200-009-00A-0102)

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

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

R200-9A-172-4
102

115

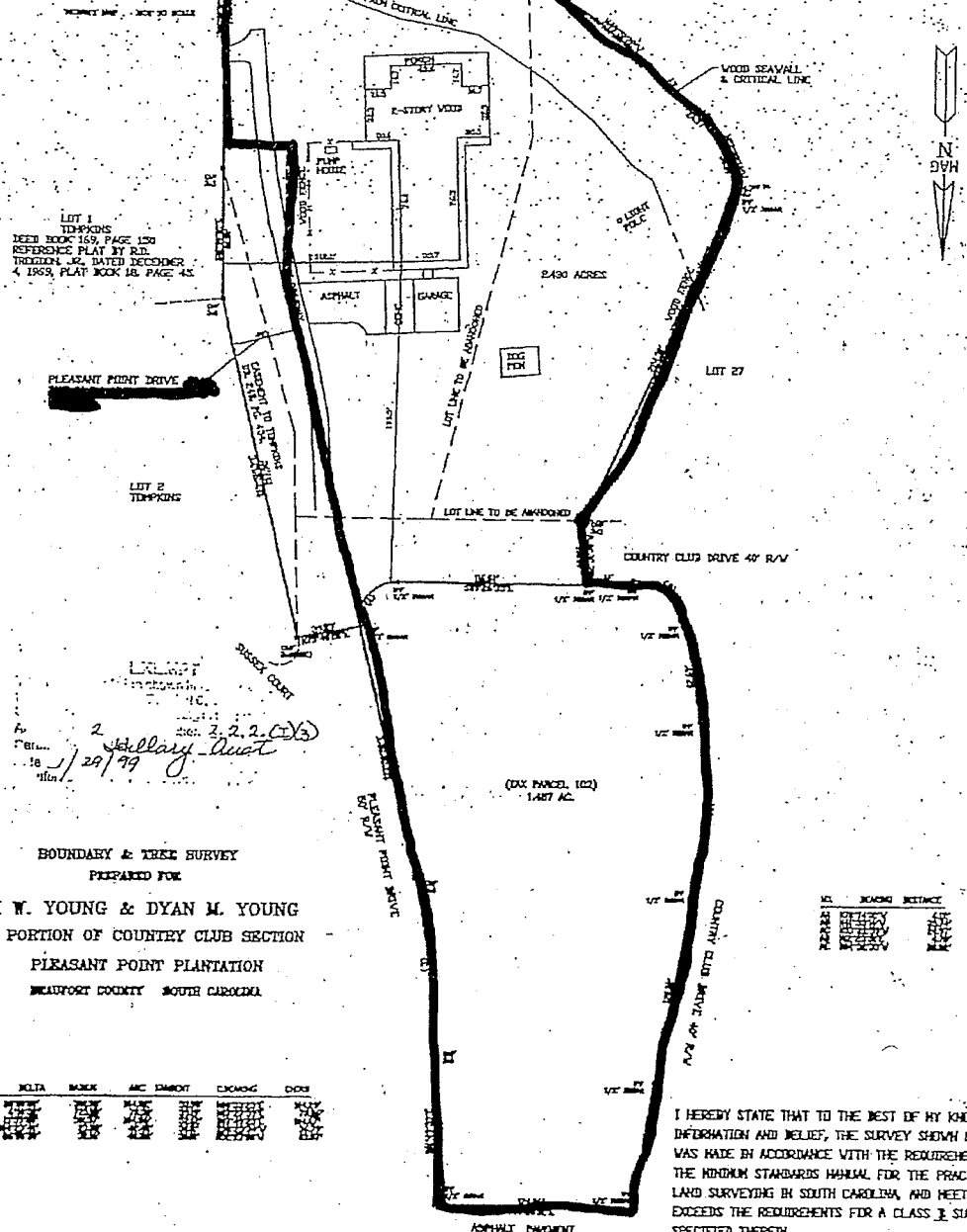
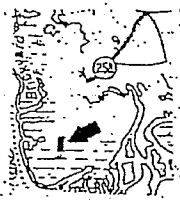
FILED: *Har per*
JOHN A. SULLIVAN, JR. *6733*
R.M.C. *8365*
BEAUFORT COUNTY, S.C. *8414*
NOV -9 AM 9:28
BK PG
FOLDER #

1113

RECORDED
2001 FEB -2 PM 12:35
BK *1367* PG *1111*
Sharon P. Bessie
BEAUFORT COUNTY AUDITOR

6733
Harper 8365
8414
FILED
JOHN A. SULLIVAN, JR.
BEAUFORT COUNTY, S.C.
RECORDED
NOV 09 09:28
BK *1367* PG *1111*
FOLDER #

FILED *Logan 6726*
 JOHN A. SULLIVAN - RMC
 BEAUFORT COUNTY, S.C.
 99 FEB -1 PM 4:10
 BK *102* PG. 171
 FOLDER#



LIT 1
 TIDPKINS
 NEED BOOK 169, PAGE 120
 REFERENCE PLAT BY R.D.
 TRODDON, JR., DATED DECEMBER
 4, 1969, PLAT BOOK 18, PAGE 43

2
Sullivan
2/29/79

BOUNDARY & TREE SURVEY
 PREPARED FOR
 ROI W. YOUNG & DYAN M. YOUNG
 A PORTION OF COUNTRY CLUB SECTION
 PLEASANT POINT PLANTATION
 BEAUFORT COUNTY SOUTH CAROLINA

NO.	W.D.	MARK	ACC. DIMENT	EXPOSURE	DATE
1	1978	WOOD	12" x 12"	WOOD	12/15/78
2	1978	WOOD	12" x 12"	WOOD	12/15/78
3	1978	WOOD	12" x 12"	WOOD	12/15/78
4	1978	WOOD	12" x 12"	WOOD	12/15/78
5	1978	WOOD	12" x 12"	WOOD	12/15/78
6	1978	WOOD	12" x 12"	WOOD	12/15/78
7	1978	WOOD	12" x 12"	WOOD	12/15/78
8	1978	WOOD	12" x 12"	WOOD	12/15/78
9	1978	WOOD	12" x 12"	WOOD	12/15/78
10	1978	WOOD	12" x 12"	WOOD	12/15/78

THIS PROPERTY IS LOCATED IN ZONE A-11 G.L. 12-20 AS
 DETERMINED BY FEMA, FIRM CONTRACT-PANEL NUMBER
 10463 1073 B, DATED 9/23/76.

PL: 8200-008-004-0171-0000
 8200-008-004-0172-0000
 8200-008-004-0102-0000



SCALE 1" = 60'
 JANUARY 27, 1999



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 2 SURVEY AS
 SPECIFIED THEREIN.
 ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR
 PROJECTIONS OTHER THAN SHOWN.

David S. Youmans
 DAVID S. YOUNG'S RLS 0786
 BEAUFORT SURVEYING, INC.
 1925 DUKE STREET (PO BOX 1291)
 BEAUFORT, S.C. 29901
 PHONE (843) 824-8241, FAX (843) 824-8242

WITNESS our Hands and Seals this 20th day of September in the year of our Lord two thousand one and in the two hundred and twenty-sixty year of the Sovereignty and Independence of the United States of America.

Signed, Sealed And Delivered
In The Presence Of:

[Signature]
1st Witness

[Signature] {L.S.}
Roi W. Young

[Signature]
2nd Witness

[Signature] {L.S.}
Dyan M. Young

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Roi W. Young and Dyan M. Young Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
20th day of September, 2001.

[Signature]
WITNESS (Not Notary)

[Signature] (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

File # 01-0863

000895

124

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Roi W. Young and Dyan M. Young, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 30th day of October, 2002.

Signed, Sealed And Delivered
In The Presence Of:

[Signature]
1st Witness

[Signature]
2nd Witness

ALYON, INC.,
By: [Signature] (L.S.)
Roi W. Young, President

By: [Signature]
Dyan M. Young, Secretary

STATE OF South Carolina)
COUNTY OF Beaufort)

PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
30th day of October, 2002.

[Signature]
WITNESS (Not Notary)

[Signature] (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

File # 02-0766

000897

126

203
10
Logan
8715

BEAUFORT COUNTY SC - ROD To Alyon
BK 01663 PG 1443
FILE NUM 2002075312
RECORDING FEES 10.00
REC'D BY C SEABROOK RCPT# 95276
REC'D 11/13/2002 02:25:59 PM

RECORDED
2002 Dec -18 09:10 AM
Sham O. Bennie
BEAUFORT COUNTY AUDITOR

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 (\$.00), unto us paid by ALYON, INC., in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said ALYON, INC., its successors and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded November 27, 2001 in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1477 at Page 507.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map #: 200-9A-172

Grantee's Address: 1551 Sea Island Parkway, Beaufort, SC 29907

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 Alyon, Inc., its successors and assigns, forever, in fee simple.

AND Grantors do hereby bind their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Alyon, Inc., its successors and assigns, forever, in fee simple, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

ADD DMP Record 12/12/2002 05:44:50 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

ADD DMP Record 12/12/2002 05:45:08 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

000898

127

WITNESS our Hands and Seals this 7th ^{November} day of ~~October~~, 2002.

Signed, Sealed And Delivered
In The Presence Of:

[Signature]
1st Witness

[Signature] (L.S.)
Roi W. Young

[Signature]
2nd Witness

[Signature] (L.S.)
Dyan M. Young

STATE OF South Carolina)
COUNTY OF Beaufort) PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Roi W. Young and Dyan M. Young Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 7th day of ^{November} ~~October~~, 2002.

[Signature]
WITNESS (Not Notary)

[Signature] (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 2/10/2008

File #.02-0766

3 PB
TO
Logan
20910

To the Youngs

RECORDED
2003 Jan -22 03:31 PM
Sham G. Bennie
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 01685 PG 2108
FILE NUM 2002085277
12/23/2002 04:53:20 PM
REC'D BY P BAXLEY RCPT# 106714
RECORDING FEES 10.00

Prepared by and Return to:
Henri Ann Logan
Telephone: 843-524-0042 Fax: 843-524-0142
Post Office Box 1008, 806 Charles Street (29902)
Beaufort, SC 29901
Parcel ID No. 200-9A-172

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ALYON, INC., in the State aforesaid, for and in consideration of the sum of NO DOLLARS and 00/100 (\$.00), unto it paid by ROI W. YOUNG and DYAN M. YOUNG, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said ROI W. YOUNG and DYAN M. YOUNG, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to the within named Grantor by Deed recorded in the Register of Deeds Office for Beaufort County, South Carolina in Record Book 1661 at Page 1525.

This instrument was prepared in the Law Office of Henri Ann Logan, Post Office Box 1008, Beaufort, South Carolina 29901.

Tax Map Reference: 200-9A-172

Grantees' Address: 335 Pleasant Point Drive, Beaufort, SC 29907

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 Roi W. Young and Dyan M. Young, as Joint Tenants with the right of survivorship, and not as tenants in common, their heirs and assigns, forever, in fee simple.

ADD DMP Record 1/22/2003 02:34:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0172	0000	00

ADD DMP Record 1/22/2003 02:34:46 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0102	0000	00

129

Young 07:10

000900

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Roi W. Young and Dyan M. Young, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 16th day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

Patty V. Lottman
1st Witness

ALYON, INC.,

By: Dyan M. Young (L.S.)
Dyan M. Young, Secretary

Danny Beaman
2nd Witness

STATE OF S. Carolina
COUNTY OF Beaufort

)
)
)
PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
16th day of December, 2002.

Patty V. Lottman
WITNESS (Not Notary)

Danny Beaman (L.S.)
Notary Public for the Jurisdiction Aforesaid

My commission expires 08/28/04

File # 02-1160

000901

130

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Roi W. Young and Dyan M. Young, as hereinabove provided, their heirs and assigns, forever, against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the undersigned Hand and Seal this 13 day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

ALYON, INC.,

By: _____ {L.S.}

Roi W Young, President

Marquita M. Lano
1st Witness (Not Notary)

Andrea R. Ames
2nd Witness (Notary)

STATE OF FLORIDA)

PROBATE

COUNTY OF Pinellas)

PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Alyon, Inc., by its authorized representative, Sign, Seal and as its Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
13th day of December, 2002.

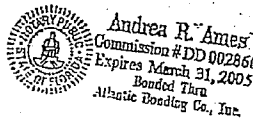
Marquita M. Lano
WITNESS (Not Notary)

Andrea R. Ames (L.S.)
Notary Public for the Jurisdiction Aforesaid

Andrea R. Ames
Personally known to me

My commission expires 3/31/05

File # 02-1160



000902

131

WITNESS our Hands and Seals this 23rd day of December, 2002.

Signed, Sealed And Delivered
In The Presence Of:

Marguerita M. Navro
1st Witness (Not Notary)

Roi W. Young {L.S.}

Andrea R. Ames
2nd Witness (Notary)

STATE OF FLORIDA)
COUNTY OF Pinellas) PROBATE

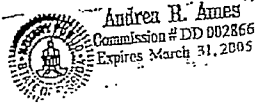
PERSONALLY APPEARED BEFORE ME, the undersigned witness, and made oath that he/she saw the within named Roi W. Young Sign, Seal and as their Act and Deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this
23rd day of December, 2002.
Andrea R. Ames (L.S.)
Notary Public for the Jurisdiction Aforesaid

Marguerita M. Navro
WITNESS (Not Notary)

My commission expires 3/31/05

File # 02-01160



RECORDED
2009 Sep -15 08:40 AM

Shaun P. Burns
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
DOCKET NO. 2009-CP-07-0076

JPMorgan Chase Bank, National
Association as purchaser of the loans and
other assets of Washington Mutual Bank,
formerly known as Washington Mutual
Bank, FA

ADD DMP Record 9/14/2009 12:55:19 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	W
R200	009	00A	0172	0000	01

Plaintiff,
vs.

TITLE UNDER
ORDER OF COURT

Alyon, Inc., First National Bank of Florida,
Sea Island Air, Inc., OCS Doors, LLC,
Pleasant Point Property Owners
Association, Inc.,

BEAUFORT COUNTY SC- ROD
BK 02874 PGS 1552-1556
DATE: 07/29/2009 03:21:28 PM
INST # 2009045191 RCPT# 592050

Defendant(s).

ADD DMP Record 9/14/2009 12:58:35 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist Map SMap Parcel Block Week
R200 009 00A 0172 0000 00

TO WHOM ALL THESE PRESENTS SHALL COME OR BE MADE KNOWN, OR

whom the same may in anywise concern, I, Marvin H. Dukes, III, Master in Equity of the County
of Beaufort in the said State, send greeting:

WHEREAS, JPMorgan Chase Bank, National Association as purchaser of the loans and
other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, on or
about 1/9/2009, did exhibit its Complaint in the Court of Common Pleas in the County of Beaufort
and state aforesaid against Alyon, Inc., et al., and the cause being at issue before the Honorable Court
and to be heard on , when the said Court, after a full hearing thereof, and mature deliberation
in the premises, did order, adjudge and decree that the real property hereinafter mentioned and
described, should be sold at public auction by the Master in Equity for Beaufort County on the terms
and for the purposes mentioned in said Decretal Order, as by reference thereto, on file in the said
Court, will appear; and the said Master in Equity, after having duly advertised the said real property
for sale by public outcry, on July 6, 2009 did then openly, publicly and according to the custom of
auction, sell and dispose of the said real property below described unto JP Morgan Chase Bank,

WESTON ADAMS
ATTORNEY AT LAW
POST OFFICE BOX 291
COLUMBIA, SOUTH CAROLINA 29202

135

National Association, its successors and assigns, for \$500.00, being at that price the highest bidder for same.

NOW, KNOW ALL MEN that I, the said Master, in consideration of the premises and also in consideration of the sum of \$500.00, paid me by the said JP Morgan Chase Bank, National Association, 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 JP Morgan Chase Bank, National Association, its successors and assigns:

ALL that certain parcel of real property situate on Lady's Island, in Beaufort County, South Carolina consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmas, RLS, dated January 27, 1999, and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record.

This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina.

This being the same property conveyed to Roi W. Young and Dyan M. Young by deed of Alyon, Inc. recorded November 8, 2002 in Deed Book 1661 at page 1527. Thereafter Roi W. Young and Dyan M. Young conveyed said property to Alyon, Inc. by deed recorded November 13, 2002 in Deed Book 1663 at page 1443. Thereafter Alyon, Inc. conveyed said property to Roi W. Young and Dyan M. Young by deed recorded December 23, 2002 in Deed Book 1685 at page 2108. Thereafter Roi W. Young and Dyan M. Young conveyed said property to Alyon, Inc. by deed recorded December 23, 2002 in Deed Book 1685 at page 2122.

Grantee's Address

JP Morgan Chase Bank, National Association
7255 Baymeadows Way
Jacksonville, FL 32256

TMS NO. R200 009 00A 0172 0000

TOGETHER with all and singular the rights, members, hereditaments and appurtenances whatsoever to the said JP Morgan Chase Bank, National Association, its successors and assigns, belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, dower, possession, property, benefit, claim and

136

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

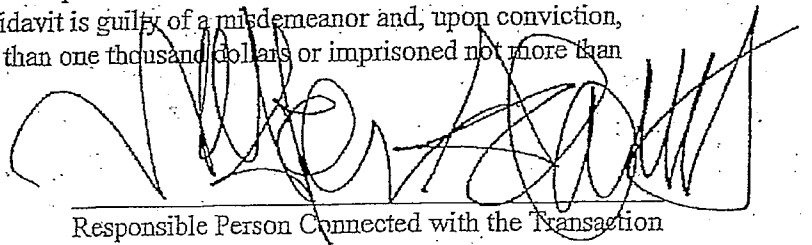
AFFIDAVIT FOR EXEMPT TRANSFERS

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 335 Pleasant Point Drive Beaufort, South Carolina 29902, bearing Beaufort County Tax Map Number R200 009 00A 0172 0000 was transferred by Master in Equity/Special Referee to JP Morgan Chase Bank, National Association on July 6, 2009.
3. The deed is exempt from the deed recording fee because: #13 transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.

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

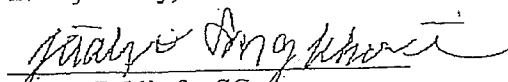
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney for the Plaintiff.
5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.



Responsible Person Connected with the Transaction

Weston Adams Law Firm

SWORN to before me this
27 day of July, 2009


Notary Public for SC
My Commission expires: 01/10/2018

INFORMATION

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

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space of a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reversion in the grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, siblings, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a subsidiary merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quiet title deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quiet title deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

All that certain parcel of land situated on Lady's Island, County of Beaufort, State of South Carolina, being known and designated as follows: Consisting of 3.917 acres, more or less (being shown and delineated as 2.430 acres, more or less and 1.487 acres, more or less), a portion of Country Club Section of Pleasant Point Plantation, on that certain plat prepared by David S. Youmans, RLS, dated January 27, 1999, and recorded in the Register of Deed Office for Beaufort County, South Carolina in Plat Book 68 at Page 171. For a more complete description as to metes and bounds, courses and distances, referenced may be made to the aforementioned plat of record. This property is subject to all applicable covenants, restrictions, conditions, and easements filed of record in the Beaufort County, South Carolina. Being the same property as conveyed from Roi W. Young and Dyan M. Young to Alyon, Inc., as described in Deed Book 1685 Page 2122, Dated 12/23/2002, Recorded 12/23/2002 in BEAUFORT County Records. Tax/Parcel ID: R200-009-00A-0172-0000 Tax Map: 200-9A-172 Property Address is: 335 PLEASANT POINT DR BEAUFORT SC 29907-1164

Prior instrument reference: 20099-CP-07-0076 BK 2874 pg 1552 recorded 9.14.09

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the seller acquired title.

Exceptions: The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantees forever.

Executed by the undersigned on Jan. 28, 2010:

JPMorgan Chase Bank, National Association

By: Brenda Oxford

Brenda Oxford

Its: vice President

Witness Grantor's hand this 28 day of Jan., 2010

Signed, Sealed and Delivered
in the presence of these Witnesses
(one of whom may be the Notary):

[Signature]
Witness (signature on above line)

[Signature]
Witness (signature on above line)

Devon D. Mischler
Printed Name

Jill Kelsey
Printed Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on Jan. 28, 2010 by
Brenda Oxford its vice President on behalf of
JPMorgan Chase Bank, National Association, who is personally known to me or has produced
known as identification, and furthermore, the aforementioned person has acknowledged
that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

[Signature]
Notary Public **M. Rachael Singleton**
my comm exp: 7-24-2010

NOTARY PUBLIC-STATE OF FLORIDA
M. Rachael Singleton
Commission # DD577292
Expires: JULY 24, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Mail tax statements to: Keith A Guest and Stephanie
C Guest 335 Pleasant Point Dr Beaufort SC 29907

STATE OF PA
COUNTY OF Beaver

AFFIDAVIT

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

1. Property located at 335 Pleasant Point Dr Beaufort SC 29907
bearing Beaufort County Tax Map Number R 200-009-00A-012-004 was
transferred by JPMorgan Chase Bank National Association
to Keith A Guest and Stephanie C Guest
on 1-28-2010.

The transaction was (Check one):

An arm's length real property transaction and the sales price paid or to be paid
in money or money's worth was \$ 742,500.00*

Not an arm's length real property transaction and the fair market value of the
property is \$ _____*

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

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

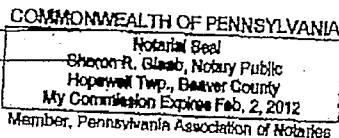
I further understand that a person required to furnish this affidavit who willfully furnishes a false
or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more
than one thousand dollars or imprisoned not more than one year, or both.

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

SWORN to before me this 2 day of March, 2010.

Sharon R. Glass
Notary Public for _____

My Commission Expires: _____



* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property
transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty,
forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed
from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on
after the transfer

SRW

PREPARED BY AND RETURN TO:
LEVIN GILLEY & FISHER, LLC
PO BOX 2358
BEAUFORT, SC 29901-2358
843 522 9000
L-8385-99

RECORDED
2013 Oct -08 12:23 PM
Sharon P. Burns
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 03277 PGS 0755-0759
FILE NUM 2013058269
10/02/2013 04:37:19 PM
REC'D BY R WEBB RCPT# 724741
RECORDING FEES 11.00

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

WHEREAS, **Rathvon McClure Tompkins a/k/a R. McC. Tompkins**, Settlor of **The Rathvon McClure Tompkins Trust** dated September 10, 1991, died on September 17, 1999; and

WHEREAS, as Settlor, **Rathvon McClure Tompkins** appointed his wife, **Julia Vogel Tompkins**, his son, **Barney Rathvon Tompkins**, and his daughter, **Julia Lindsly Tompkins Ewing**, as Co-Trustees of **The Rathvon McClure Tompkins Trust** dated September 10, 1991; and

WHEREAS, **Julia Vogel Tompkins**, Settlor of **The Julia Vogel Tompkins Trust** dated April 14, 2000, died on June 11, 2013; and

WHEREAS, as Settlor, **Julia Vogel Tompkins** appointed her son, **Barney Rathvon Tompkins**, and her daughter, **Julia Tompkins Ewing**, as her Successor Co-Trustees of **The Julia Vogel Tompkins Trust** dated April 14, 2000; and

WHEREAS, **Barney Rathvon Tompkins** and **Julia Lindsly Tompkins Ewing**, continue as Co-Trustees of **The Rathvon McClure Tompkins Trust**, and have accepted their appointment as Successor Co-Trustees of **The Julia Vogel Tompkins Trust**, and are now actively engaged as Co-Trustees of said Trusts with the full power and authority to distribute the assets in cash or in kind, or partly in cash and partly in kind; and

WHEREAS, **Barney Rathvon Tompkins** and **Julia Lindsly Tompkins Ewing** are the sole beneficiaries of **The Rathvon McClure Tompkins Trust** and **The Julia Vogel Tompkins Trust**; and

WHEREAS, **Julia Vogel Tompkins**, **Barney Rathvon Tompkins**, and **Julia Lindsly Tompkins Ewing**, as Co-Trustees of **The Rathvon McClure Tompkins Trust** dated September 10, 1991 owned a one-half (1/2) interest in the real property hereinafter described, and **Julia Vogel Tompkins**, as Trustee of **The Julia Vogel Tompkins Trust** dated April 14, 2000 owned a one-half (1/2) interest in the real property hereinafter described, now therefore;

ADD DMP Record 10/8/2013 11:28:20 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	009	00A	0078	0000	00

KNOW ALL MEN BY THESE PRESENTS, THAT we, **Barney Rathvon Tompkins** and **Julia Lindsly Tompkins Ewing**, as Co-Trustees of **The Rathvon McClure Tompkins Trust** dated **September 10, 1991**, and as Co-Trustees of **The Julia Vogel Tompkins Trust** dated **April 14, 2000**, now therefore, in consideration of a partial distribution of the following described real property to **Julia Tompkins Ewing**, do grant, bargain, sell and release unto the said and **Julia Tompkins Ewing**, her Heirs and Assigns forever, the following described real property, to-wit:

SEE ATTACHED EXHIBIT "A"

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 **Julia Tompkins Ewing**, her Heirs and Assigns forever.

AND, we do hereby bind our Successors in office and assigns, to warrant and forever defend, all and singular, the said Premises unto the said **Julia Tompkins Ewing**, her Heirs and Assigns, against us and our Successors in office and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals this 26TH day of September, 2013.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

Sharon Hagenburger

Althea Taylor

Barney Rathvon Tompkins

Barney Rathvon Tompkins, as Co-Trustee of **The Rathvon McClure Tompkins Trust** Agreement dated **September 10, 1991**, and as Successor Co-Trustee of **The Julia Vogel Tompkins Trust** dated **April 14, 2000**

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGEMENT

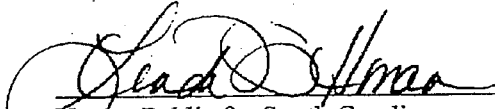
)

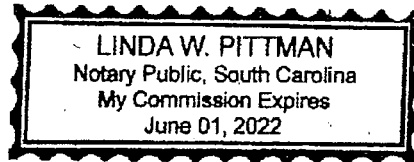
COUNTY OF LEXINGTON

)

I, Linda Pittman, a Notary Public of the County and State aforesaid, do hereby certify that **Barney Rathvon Tompkins**, as Co-Trustee of **The Rathvon McClure Tompkins Trust Agreement dated September 10, 1991**, and as Successor Co-Trustee of **The Julia Vogel Tompkins Trust dated April 14, 2000**, appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this 26TH day of September, 2013.


Notary Public for South Carolina
My Commission Expires:



SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Julian S. Lewis

Teresa B. Annis

Julia Lindsly Tompkins Ewing
Julia Lindsly Tompkins Ewing, as Co-Trustee of The Rathvon McClure Tompkins Trust Agreement dated September 10, 1991, and as Successor Co-Trustee of The Julia Vogel Tompkins Trust dated April 14, 2000

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, Teresa B. Annis, a Notary Public of the County and State aforesaid,, do hereby certify that **Julia Lindsly Tompkins Ewing**, as Co-Trustee of **The Rathvon McClure Tompkins Trust Agreement dated September 10, 1991**, and as Successor Co-Trustee of **The Julia Vogel Tompkins Trust dated April 14, 2000**, appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this 12th day of September, 2013.

Teresa B. Annis

Notary Public for South Carolina

My Commission Expires: 5/29/15

EXHIBIT "A"

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Pleasant Point Plantation, on Lady's Island, Beaufort County, South Carolina, and being more particularly described as Lots 1, 2, and 3 of Pleasant Point Plantation Country Club Section, as shown on a plat prepared by R. D. Trogdon, Jr., R.L.S., under dated of December 4, 1969, which plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 18 at Page 45.

This conveyance is made by the Grantors and accepted by the Grantee subject to those certain protective covenants, restrictions and affirmative obligation as set out in a certain instrument executed by Pleasant Point Plantation, Inc. on February 10, 1969, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 161, at Page 39, and any amendments thereto.

This being the same property conveyed to Julia Vogel Tompkins, Barney Rathvon Tompkins, and Julia Lindsly Tompkins Ewing as Trustees of The Rathvon McClure Tompkins Revocable Trust dated September 10, 1991, by Deed of R. McC. Tompkins dated August 26, 1995, and recorded on August 28, 1995 in Deed Book 799 at Page 471 in the Office of the Register of Deeds for Beaufort County, South Carolina, and to Julia Vogel Tompkins as Trustee of The Julia Vogel Tompkins Trust dated April 14, 2000, by Deed of Julia Vogel Tompkins dated May 23, 2000, and recorded on May 31, 2000 in Deed Book 1296 at Page 2450 in the Office of the Register of Deeds for Beaufort County, South Carolina.

This Deed was prepared by Julian S. Levin, Esquire, of Levin Gilley & Fisher, LLC, PO Box 2358, 811 Craven Street, Beaufort, South Carolina, 29901-2358, without benefit of a title examination.

TAX REF: R200 009 00A 0078 0000



000920

EXHIBIT D-2
WIT: _____
DATE: 5-20-16
Marie Bruegger, CRR, APR

000921

EXHIBIT D-3
WIT: _____
DATE: 5-20-11
Marie Bruegger, CRR, RPR

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

STEPHEN A. SPITZ, SPECIAL REFEREE

APPELLATE CASE NO.: 2016-001878
CASE NO.: 2015-CP-07-1931

RECEIVED

AUG 18 2017

SC Court of Appeals

JULIA TOMPKINS EWING,

Respondent,

vs.

KEITH A. GUEST and STEPHANIE C. GUEST and
PLEASANT POINT PROPERTY OWNERS ASSOCIATION, INC.,

Defendants

OF WHOM

KEITH A. GUEST and STEPHANIE C. GUEST are

Appellants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

MOSS, KUHN & FLEMING, P.A.

By: 

H. Fred Kuhn, Jr.
Post Office Drawer 507
Beaufort, South Carolina 29901
(843) 524-3373 Telephone
(843) 524-1302 Facsimile

Beaufort, South Carolina
August 14, 2017

Attorneys for the Appellants