

**HORTON, DRAWDY, WARD & JENKINS, P.A.**  
**307 Pettigru Street, Greenville, SC 29601**

**STATE OF SOUTH CAROLINA )**

**TITLE TO REAL ESTATE**

**COUNTY OF GREENVILLE )**

**Grantees Address: 5 Caney Court**  
**Simpsonville, SC 29680**

**KNOW ALL MEN BY THESE PRESENTS, that**

**REDBIRD INVESTMENTS, LLC**

in consideration of **ONE DOLLAR (\$1.00) AND DISTRIBUTION OF PROPERTY** the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto

**SOMERHIL PROPERTIES, LLC, its successors and assigns:**

**Parcel 1: 1702, 1704 and 1706 W. Washington Street**

All those certain pieces, parcels or lots of land in the County of Greenville, State of South Carolina, on the Eastern side of Washington Street Extension, known and designated as Lot Nos. 9, 10 and 11 according to plat of property of C. H. Branyon, dated April 21, 1960, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of Washington Street Extension, said iron pin being the joint front corner of Lot Nos. 8 and 9 on said plat, and running thence N. 52-26 E., 136.3 feet to an iron pin on the western edge of Lot No. 4; thence with said Lot No. 4, S. 26-36 E. 110.6 feet to an iron pin; thence S. 15-36 W. 144 feet to an iron pin on the eastern edge of Washington Street Extension; thence with said Washington Street Extension, 195 feet to an iron pin, the point of beginning.

Tax Map #0139.00-07-001.00

**Parcel 2: 1708 and 1710 W. Washington Street**

All those certain pieces, parcels or lots of land in the County of Greenville, State of South Carolina, on the eastern side of Washington Street Extension, known and designated as Lots 7 and 8 according to plat of property of C. H. Branyon, dated April 21, 1960, and having the following metes and bounds,



**2008091528**

DEED  
6 PGS

Book: DE 2343 Page: 558-563

October 13, 2008 11:29:54 AM Cons: \$157,000.00  
Rec: \$10.00 Cnty Tax: \$172.70 State Tax: \$408.20

**FILED IN GREENVILLE COUNTY, SC**

to-wit:

BEGINNING at an iron pin on the eastern side of Washington Street, said iron pin being S. 37-34 E. 65 feet from the intersection of Washington Street and St. Clair Street, N. 63-24 E., 108.8 feet to an iron pin; thence S. 26-36 E., 43 feet to an iron pin; thence N. 52-26 E., 50.95 feet to an iron pin; thence S. 52-26 E., 135.3 feet to an iron pin on the eastern edge of Washington Street Extension; thence with Washington Street, N. 37-34 W. 113 feet to an iron pin at the point of beginning.

Tax Map #0139.00-07-001.02

**Parcel 3: 3 Brush Street, Greenville, SC**

All that lot of land in the City of Greenville, County of Greenville, State of South Carolina, being known as all of Lot No. 8 and a portion of Lot No. 9, on Map No. 2, Nickel Town Heights Subdivision, property of Henderson, Martin and McDowell, said plat made by W. J. Riddle, Surveyor, April, 1941, and recorded in Plat Book M at Page 5 in the Office of the Register of Deeds for Greenville County, and being more particularly described as follows:

BEGINNING at an iron pin on the west side of Brush Street at the front corner of Lots 7 and 8; thence with the joint line of said lots, S. 65-10 W. 94 feet to an iron pin; thence with the rear line of Lots 14 & 15, S. 24-50 E., 60 feet to a pin on the center of the rear line of Lot No. 9; thence with the new line through said Lot N. 65-10 E., 94 feet to a pin on the west side of Brush Street; thence with the west side of Brush Street, N. 24-50 W. 60 feet to the beginning corner.

Tax Map #0201.00-16-004.00

This being a portion of the property conveyed unto Redbird Investments, LLC by deed of the following: James B. Snoddy, as Trustee under the Lewis M. Gillespie Charitable Remainder Unitrust, dated December 29, 1997, dated October 30, 1998, recorded in the Office of the Register of Deeds for Greenville County, SC on November 2, 1998 in Deed Book 1796 at Page 872 and by deed of Lucius C. Beeks, dated November 6, 2000, recorded November 8, 2000 in Deed Book 1931 at Page 1000.

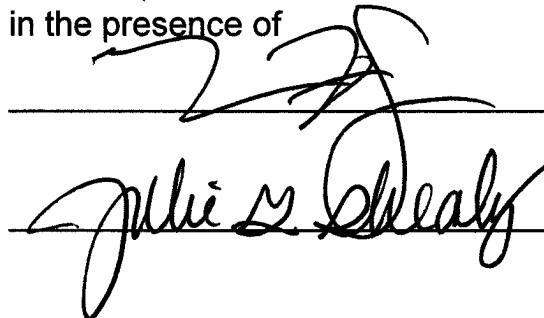
This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s),

and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns against the grantor(s) and the grantor's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 10th day of October, 2008.

SIGNED, sealed and delivered  
in the presence of



REDBIRD INVESTMENTS, LLC

By: Steve P. Loftis, Member

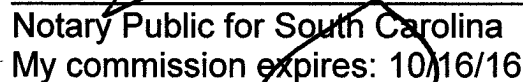
By: Ricky L. Loftis, Member

STATE OF SOUTH CAROLINA )

#### ACKNOWLEDGMENT

COUNTY OF GREENVILLE )

The foregoing instrument was acknowledged before me this 10th day of October, 2008 by Steve P. Loftis and Ricky L. Loftis, Members of Redbird Investments, LLC.

  
Notary Public for South Carolina  
My commission expires: 10/16/16

(SEAL)



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

Responsible Person Connected with the Transaction  
THOMAS F. DUGAS

SWORN to before me this 10th day  
of October, 2008.

Notary Public for SC

My commission expires: 9-23-11

### **INFORMATION**

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

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than \$100.00;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible

contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

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

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

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

(13) foreclosure (mortgagor to mortgagee);

(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.

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*Timothy J. Hanney*