

DEED ONLY – NO TITLE EXAMINATION

Grantee's Address: c/o HOA Community Management, LLC  
400 Regent Park Court, Suite 100  
Greenville, SC 29607

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

**TITLE TO REAL ESTATE**

**KNOW ALL MEN BY THESE PRESENTS**, that, **Mark III Properties, LLC**, a **Delaware limited liability company**, as **successor by merger with Mark III Properties, Inc. ("Grantor")** for and in consideration of Ten and 00/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, and subject to the limiting language contained herein, if any, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **Shellbrook Plantation HOA of SC, Inc. ("Grantee")**:

All those certain pieces, parcels or tracts of land lying, situate and being in the State of South Carolina, County of Greenville, being shown and designated as "open space", "parking area", "pool area" and "detention area" on a survey prepared for Shellbrook Plantation Phase I by 3D Land Surveying, Inc. dated May 19, 2006, last revised February 26, 2007 and recorded in Plat Book 1040 at Pages 85-87 in the Office of the Register of Deeds for Greenville County and on a survey prepared for Shellbrook Plantation Phase II by 3D Land Surveying, Inc. dated February 2, 2007 and recorded in Plat Book 1040 at Pages 88-90 in the Office of the Register of Deeds for Greenville County. For a more complete and particular description, reference is hereby made to the aforesaid plats.

This being the same property conveyed to Mark III Properties, Inc. by deed of Shellbrook Development Group, LLC recorded November 7, 2013 in Deed Book 2434 at Page 2663 in the Office of the Register of Deeds for Greenville County. Mark III Properties, Inc. merged into Mark III Properties, LLC as evidenced by that certain Certificate of Merger recorded on May 1, 2018 in Deed Book 2537 at Page 2286 in the Office of the Register of Deeds for Greenville County.

Tax Map Number 0554.05-01-040.00

In addition to the reservations, conditions and/or easements contained herein if any, this conveyance is made subject to all covenants, restrictions, easements, rights of way, and other matters of record and such matters as would be shown by a current plat and inspection affecting the within described property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto; TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee(s) and the Grantee's(s') heirs (or successors) and assigns forever. The Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') heirs (or successors) and assigns, to warrant and forever defend all and singular the 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 any person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to conditions, covenants, right of ways, easements and restrictions of record.

WITNESS the Grantor's(s) hand(s) and seal(s) this 7<sup>th</sup> day of February, 2019.

SIGNED, sealed and delivered  
in the presence of:

Mark III Properties, LLC, a Delaware limited liability  
company, as successor by merger with Mark III  
Properties, Inc.

[Handwritten Signature]  
signature of witness #1

By: [Handwritten Signature] (SEAL)  
Name: Laura B. Hawthorn  
Title: Secretary

[Handwritten Signature]  
signature of witness #2

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG   )

ACKNOWLEDGMENT

I, Melody S. Terpack the undersigned Notary Public, do hereby certify that Laura B. Hawthorn as Secretary of Mark III Properties, LLC, a Delaware limited liability company, as successor by merger with Mark III Properties, Inc., being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7<sup>th</sup> day of February, 2019.

[Handwritten Signature] (SEAL)  
Notary Public for South Carolina  
Print Name: Melody S. Terpack  
My commission expires: 9/25/28

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

AFFIDAVIT

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

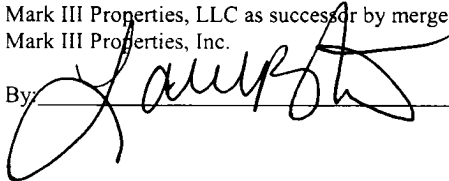
1. I have read the information on this affidavit and I understand such information.
2. The property bears Greenville County Tax Map Number 0554050104000 and was transferred from Mark III Properties, LLC to Shellbrook Plantation HOA of SC, Inc. on \_\_\_\_\_, 2019.
3. Check one of the following. The deed is:
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c)  X  exempt from the deed recording fee because (See Information section of affidavit): NO CONSIDERATION PAID

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
  - (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the property which is \$ \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: \$ \_\_\_\_\_
6. The recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$ \_\_\_\_\_
  - (b) Place the amount listed in item 5 above here: \$ \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ \_\_\_\_\_
7. The recording fee due is based on the amount listed on Line 6(c) above and the recording fee due is:  
\$  0

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

Mark III Properties, LLC as successor by merger with  
Mark III Properties, Inc.

By: 

SWORN to before me this  7th   
day of  February  2019.

 (SEAL)

Notary Public for SC

My Commission Expires:  9/25/28

**INFORMATION:**

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

Exempted from the fee are deeds:

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

