

FILED, RECORDED, INDEXED
 12/22/2005 02:59:31PM
 Rec Fee: 12.00 St Fee: 520.00
 Co Fee: 220.00 Pages: 6
 Clerk of Court, Chester County, SC
 Sue K. Carpenter

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHESTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **CHESTER TOWNHOUSE APARTMENTS LIMITED PARTNERSHIP** (hereinafter referred to as the "Grantor"), for and in consideration of the sum of FIVE AND NO/HUNDREDTHS (\$5.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, the receipt and legal sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **NEW CHESTER TOWNHOUSES, A LIMITED PARTNERSHIP** (hereinafter referred to as the "Grantee"), the following described property, to-wit:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being in the County of Chester, in the State of South Carolina, and according to a plat of said property prepared by Campo Engineering, dated January 2, 1980, which said plat is recorded in the Office of the Clerk of Court for Chester County, South Carolina, in **Plat Book "N" at page 268**; containing **5.18 ACRES** and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the southern edge of S.C. Highway 9, which said point is 700 feet, more or less, east of intersection of S.C. Highway 9 and Highway 72 Bypass and running thence with the edge of S.C. Highway 9, S. 88-40-30 E. 100 feet to a point on the edge of said highway; thence continuing with the edge of said highway N. 89-27-52 E. 100 feet to a point on the edge of said highway; thence continuing with said highway N. 87-57-52 E. 100 feet to a point on the edge of said highway; thence continuing with said highway N. 86-43-52 E. 100 feet to a point on the edge of said highway; thence continuing with the edge of said highway N.85-36-12 E. 70.3 feet to a point on the edge of said highway; thence S. 15-56-21 E. 478.73 feet to a point; thence S.74-03-39 W. 120.42 feet to a point; thence N. 15-56-21 W. 75 feet to a point; thence S. 74-03-39 W. 225 feet to a point; thence S 15-56-21 E. 75 feet to a point; thence S. 74-03-39 W. 110 feet to a point; thence N. 15-56-21 W. 595 feet to a point on the edge of S.C. Highway 9, the point of Beginning.

I hereby certify that the within Deed has
 been filed
 the 28 day of December
 2005
 Recorded in Book J of Deeds.

CHESTER COUNTY TAX ASSESSOR
 DATE 12-28-05
 TAX MAP NO. 79-0-0-39

This being the property heretofore conveyed to Chester Townhouse Apartments Limited Partnership by deed of Albert D. Oliphant, III and Douglas Company, dated April 23, 1980 and recorded April 23, 1980 in **Deed Book 504 at page 248**, conveying property according to plat recorded in **Plat Book "N" at page 268**;

LESS AND EXCEPTING: A 0.046 acre of land as described in deed from Chester Townhouses Ltd. to the South Carolina Department of Transportation, dated July 24, 1998 and recorded November 23, 1998 in **Deed Book 747 at page 198**.

TMS # 079-00-00-039 (portion of)

Grantee's Mailing Address: 7700 Trenholm Road Ext.
Post Office Box 23589
Columbia, South Carolina 29224

This conveyance is made subject to taxes and assessments for the year 2005, and all subsequent years, and to all easements, covenants, restrictions and conditions of record and otherwise affecting the property, including but not limited to, rights-of-way indicated by instruments and plats of record, all matters shown on plats of record, and to all applicable zoning and other land use regulations or restrictions of any political subdivision in which the subject property is situate.

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, its successors and assigns, forever.

And the Grantor does hereby bind itself and the Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against the Grantor and the Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor, has executed this instrument this 30th day

of November, 2005.

Signed, Sealed and Delivered
In Presence of:

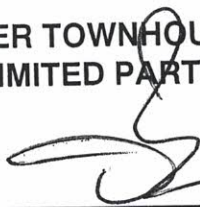
Chris Josh

Vandy McFadden

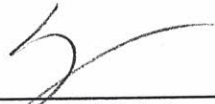
Chris Josh

Vandy McFadden

**CHESTER TOWNHOUSE APARTMENTS
LIMITED PARTNERSHIP**

By:  (Seal)

David D. Douglas
Its: General Partner

By:  (Seal)

Albert D. Oliphant, III
Its: General Partner

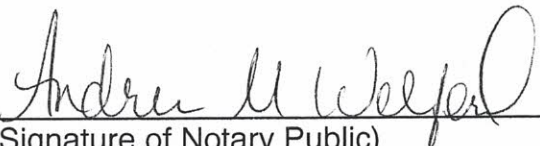
WHITENER & WHARTON, P.A.
ATTORNEYS AND COUNSELORS AT LAW
2001 PARK STREET
PARK AT CALHOUN
COLUMBIA, SOUTH CAROLINA 29201

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

ACKNOWLEDGMENT

On this 30th day of November, 2005, before me personally came the within-named Grantor, **CHESTER TOWNHOUSE APARTMENTS LIMITED PARTNERSHIP** by **David D. Douglas**, its General Partner, who acknowledged to me that he executed the within instrument and who is personally known to me, or who were proved to me on the basis of satisfactory evidence to be the person(s) who executed the foregoing instrument.


(Signature of Notary Public)
Notary Public for South Carolina
My Commission expires: My Commission Expires
October 5, 2010

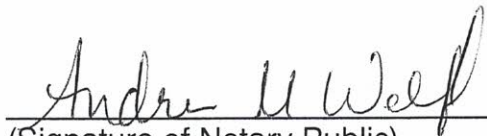
[Affix Notarial Seal]

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

ACKNOWLEDGMENT

On this 30th day of November, 2005, before me personally came the within-named Grantor, **CHESTER TOWNHOUSE APARTMENTS LIMITED PARTNERSHIP**, by **Albert D. Oliphant, III**, its General Partner, who acknowledged to me that he executed the within instrument and who is personally known to me, or who were proved to me on the basis of satisfactory evidence to be the person(s) who executed the foregoing instrument.



(Signature of Notary Public)

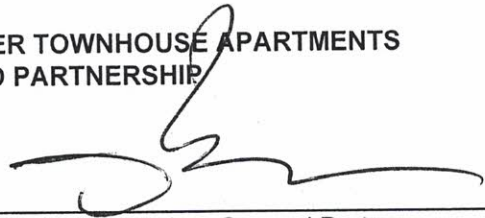
Notary Public for South Carolina

My Commission expires: My Commission Expires
October 5, 2010

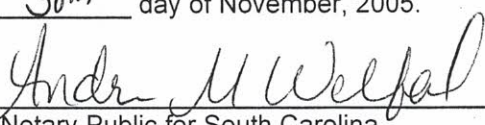
[Affix Notarial Seal]

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Grantor.**
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/hundredths (\$1,000.00) Dollars, or imprisoned not more than one (1) year, or both.

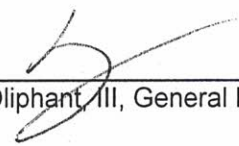
**CHESTER TOWNHOUSE APARTMENTS
LIMITED PARTNERSHIP**

By:  (Seal)
David D. Douglas, General Partner

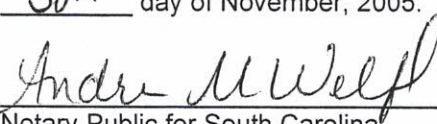
SWORN to before me this
30th day of November, 2005.

 (L.S.)
Notary Public for South Carolina
My Commission expires: My Commission Expires
October 5, 2010

**CHESTER TOWNHOUSE APARTMENTS
LIMITED PARTNERSHIP**

By:  (Seal)
Albert D. Oliphant, III, General Partner

SWORN to before me this
30th day of November, 2005.

 (L.S.)
Notary Public for South Carolina
My Commission expires: My Commission Expires
October 5, 2010