

Foothills Title Agency, LLCSearch Prepared For: The Hendricks Firm, LLCPurchaser(s)/Borrower(s): Easley Nursery, Inc.Date: 3-2-2026 at 8:00a.m.County: Pickens

Updated: _____ at 8:00a.m.

Type of Search: Commercial --- 40 yearTMS#(Prior to 2001): N/ATMS# (Current): 5049-18-31-5847Title Vesting: Easley Nursery, Inc.Deed Book/Page: 1023/142, P/O 590/250, P/O 270/46 and 57/214Plat Book/Page: (None for entire tract)Road/Street Name: 121 Bracken Lane, Easley, SC 29642Lot#: 24.09 acresSubdivision Name: N/ARestrictions/Amendments: (None for search period)**Property Taxes:**Year: 2025Name: Easley Nursery, Inc.

Taxed at 1 ac Commercial - 23.09 acres Agricultural/Commercial

Receipt#: R0087193Assessment: \$ 3,561Market Value: \$ 1,070,700Tax Amount: \$ 799.72Due: NoPenalties Due: \$ NoPd Date: 11-19-2025Mobile Home Taxes (Y/N): No

Name: _____

Tax Amount: \$ _____

Due: _____

Penalties Due: \$ _____

Pd Date: _____

Delinquent Taxes Due (Y/N): No

Type: _____

Mortgages:

1. Mortgagor(s):
- (None per ROD indexing - please verify)

Mortgagee: _____

Book/Page: _____

Amt: \$ _____

Date: _____

Rec.: _____

Covers: _____

Modification/Subordination: _____

Assigned To: _____

Book/Page: _____

Rec.: _____

Assigned To: _____

Book/Page: _____

Rec.: _____

2. Mortgagor(s): _____

Mortgagee: _____

Book/Page: _____

Amt: \$ _____

Date: _____

Rec.: _____

Covers: _____

Modification/Subordination: _____

Assigned To: _____

Book/Page: _____

Rec.: _____

Assigned To: _____

Book/Page: _____

Rec.: _____

FRONT PAGE CONTINUATION

TMS#: 5049-18-31-5847

JUDGMENTS/LIENS/UCC-1 FINANCING STATEMENTS:

(None for search period)

*Additional Right-of-Way:

* Deed Book 391/137 to Duke Energy (rec. 8-19-2002)

* Deed Book 12-R/925 to Duke Power Company (rec. 7-27-1973)

* Deed Book 13-C/414 to Duke Power Company (rec. 8-27-1976) *270 feet wide Power Transmission Line*

RIGHTS OF WAY:

Book/Page: 747/202	To: Pickens County (Pipeline ROW Easement Agreement)	Rec. 7-2-2003
Book/Page: 14-T/977	To: Blue Ridge Electric Cooperative, Inc. (Transmission Line)	Rec. 3-21-1986
Book/Page: 646/111	To: Duke Power Company	Rec. 11-29-2001
Book/Page: 691/140	To: Duke Energy ("Possible")	Rec. 8-19-2002

STANDARD EXCEPTIONS:

- There are likely Water, Sewer, Power and Gas Lines present on subject property.
- If land is taxed at an agricultural rate, and usage changes or the property is split, the Tax Assessor will assess Rollback Taxes (Contact Assessor's Office for further information if applicable).
- Possible public rights to title lying within the bounds of road/street abutting subject property.

SPECIAL EXCEPTIONS:

* NOTE: Per the SC Secretary of State, Easley Nursery Inc. was "Dissolved" on 8/20/2024. At the time, the Registered Agent was cited as Barry Bracken at 121 Bracken Lane, Easley, SC 29642.

The proper documentation (and/or tax returns) will need to be filed before this corporation can be reinstated.

* Bracken Lane (Private Drive) is vested in the name of Easley Nursery, Inc., and is a portion of Chain#3 (a portion of the 1.523 acre tract, from which a 0.50 acre tract was conveyed unto Holly Place, LLC).

* There is not a plat of record depicting the acreage under this TMS# as one contiguous tract.

* Plat Book 517/19-20 shows: (4.726 acres and 5.368 acres tracts)

- Power Transmission Line ROW and Electric Pole Line ROW running through both tracts

- Greenhouse (located on 4.726 acre tract)

- Riparian rights to waters of branch running through 4.726 acre tract

- Public rights to title lying within the bounds of John Paul Lane (Gravel Drive) running through 4.726 acre tract.

- Riparian rights to waters of Crayton Creek running through 5.368 acre tract

* Plat Book 408/3-A shows: (6.34 acres) *Note: Two (2) lots/acreage were conveyed "out" of this property

- Vacant acreage- no improvements

- Power Transmission Line running through this acreage tract

- Public rights to title lying within the bounds of Turner Hill Road (public road) and John Paul Lane (private gravel drive)

* Plat Book 34/348 shows: (9.16 acres)

- Vacant acreage - no improvements *Subject to 30' Ingress/Egress Easement (Bracken Lane)

* Bracken Lane and John Paul Lane are private roads (not maintained by Pickens County). There are no Private Road Maintenance Agreements for these two private roads.

Notice as to South Carolina Tax Lien Filings

As of November 1, 2019, State Tax Liens are no longer filed at the Register of Deeds offices in which the subject property is located. Instead, all tax liens are being filed in the South Carolina Department of Revenue State Tax Lien Registry (mydorway.dor.sc.gov). Said liens affect all parcels of land held by the taxpayer throughout the State. The volume of liens that appear in the State Tax Lien Registry against the first initial of the first name, and/or derivations of the first name, have resulted in our decision to search only first and last name of individuals (and middle name if the entire middle name is provided). The search process will match title vesting for the ten (10) year period, unless a list of other name variations is specified by your firm at the time of title request.

We have observed inconsistencies and discrepancies within the SCDOR Lien Registry, and therefore exclude responsibility for matters that are not detected in our review of the SCDOR Lien Registry at time of conducting the title research. A copy of the registry indexes, for each name in the chain of title (and Buyers), will be provided at the end of each search package. Please refer to the chain of title summary for specific names checked via this title search. The SCDOR Tax Lien Registry does not provide copies of open tax liens/warrants, as was customary when filing at the County level.

Pickens County, SC

Summary

Parcel Number	5049-18-31-5847
Account Number	R0087193
Location Address	121 BRACKEN LN
Account Status	A
Account Type	Vac Land Comm
Property Type	
Subdivision	
LEA Code	0022.5
Zoning	
Tax District	G10-Georges Creek/Crosswell
Business name	
Local No	R75184 R75743 R0076729
Lot No	
Acres	24.0900
Property Description Extension	E/SIDE HWY 153 PLAT 517/19,20 PLAT 408/3A PLAT 590/20A, PLAT 590/20B

[View Map](#)

New Search

Owner

[Easley Nursery Inc](#)
121 Bracken Ln
Easley, SC 296428960

Legal Residence Form

Mailing Address Change

Valuation by Year

	2025	2024	2023
Market Value	\$1,070,700	\$569,500	\$645,100
Taxable Value	\$60,258	\$52,758	\$128,358
Assessed Value	\$3,561	\$3,111	\$7,651

Notice of Value

2025 Notice of Value (PDF)

Assessment Appeal Process

Would you like to submit an appeal for the assessment of this property? [Click here to open an instruction document.](#)

Assessment Appeal Form

Documents

Sale Date	Sale Price	Doc Type	Book	Page	Vacant or Improved	Grantor	Grantee
10/15/2007	\$0	PLAT	590	20B	Vacant		
10/15/2007	\$0	PLAT	590	20A	Vacant		
08/27/2001	\$0	PLAT	517	20	Vacant		
10/07/1997	\$0	PLAT	408	3A	Vacant		

Land

Description	Acres
4% Ag C6	5
6% Land Commercial	1
4% Ag C3	10.52
4% Ag W4	5.57
4% Ag W1	2
6% Ag Mkt Value	0

Map



No data available for the following modules: Buildings, Mobile Homes.

Pickens County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

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[Contact Us](#)

Developed by



Owner Information

EASLEY NURSERY INC
121 BRACKEN LN
EASLEY SC 296428960

Payment Information

Status	Paid
Last Payment Date	11/19/2025
Amount Paid	\$799.72

Property Information

Parcel Number	5049-18-31-5847
District	G
Acres	24.09
Assessed Value	\$3,560
Appraised Value	\$60,258

Bill Information

Record Type	Property
Tax Year	2025
Receipt	022027-25-3
Due Date	01/15/2026

Taxes

Base Taxes	\$867.57
Credit	- \$67.85
Fees	\$0.00
Penalty	\$0.00
Costs	\$0.00
Total Due	\$0.00

Description

121 BRACKEN LN
E/SIDE HWY 153 PLAT R0087193

Penalty Dates

	Penalty	Amount Due
January 15	3%	\$823.71
February 1	10%	\$879.69
March 16	15%	\$919.68

Owner Information

EASLEY NURSERY INC
121 BRACKEN LN
EASLEY SC 296428960

Payment Information

Status	Paid
Last Payment Date	10/21/2024
Amount Paid	\$747.81

Property Information

Parcel Number	5049-18-31-5847
District	G
Acres	24.09
Assessed Value	\$3,110
Appraised Value	\$52,758

Bill Information

Record Type	Property
Tax Year	2024
Receipt	021832-24-3
Due Date	01/15/2025

Taxes

Base Taxes	\$812.33
Credit	- \$64.52
Fees	\$0.00
Penalty	\$0.00
Costs	\$0.00
Total Due	\$0.00

Description

121 BRACKEN LN
E/SIDE HWY 153 PLAT R0087193

Penalty Dates

	Penalty	Amount Due
January 15	3%	\$0.00
February 3	10%	\$0.00
March 17	15%	\$0.00

Owner Information

EASLEY NURSERY INC
121 BRACKEN LN
EASLEY SC 296428960

Payment Information

Status	Paid
Last Payment Date	01/29/2024
Amount Paid	\$1,890.68

Property Information

Parcel Number	5049-18-31-5847
District	G
Acres	24.09
Assessed Value	\$7,650
Appraised Value	\$128,358

Bill Information

Record Type	Property
Tax Year	2023
Receipt	021464-23-3
Due Date	01/16/2024

Taxes

Base Taxes	\$2,008.89
Credit	- \$173.28
Fees	\$0.00
Penalty	\$55.07
Costs	\$0.00
Total Due	\$0.00

Description

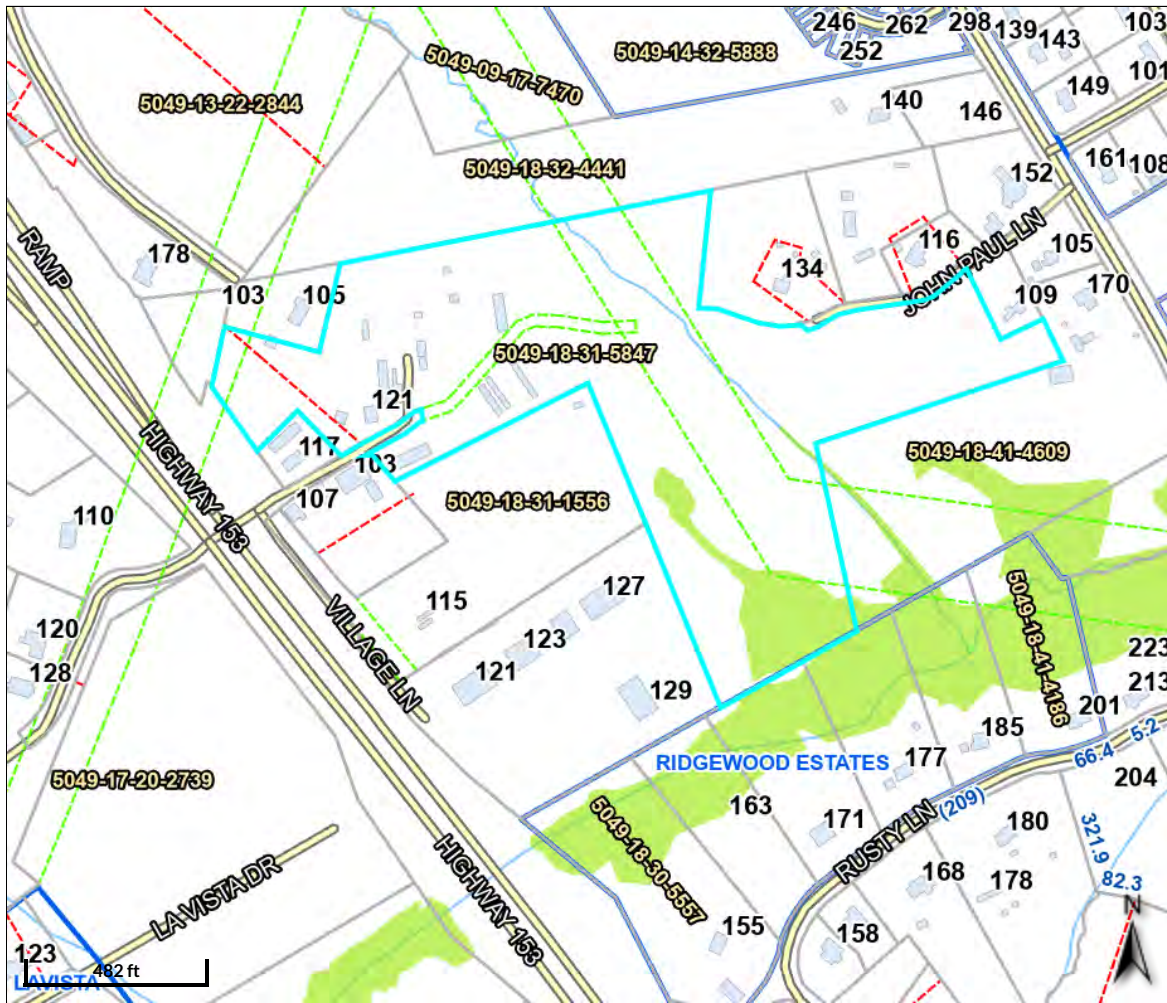
121 BRACKEN LN
E/SIDE HWY 153 PLAT R0087193

Penalty Dates

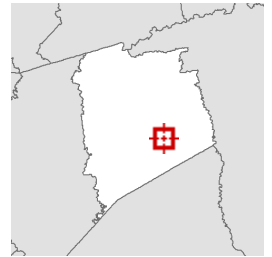
	Penalty	Amount Due
January 16	3%	\$0.00
February 1	10%	\$0.00
March 18	15%	\$0.00



Pickens County, SC



Overview



Legend

- Parcels
- Parcel Numbers
- Owner Names
- 911 Address
- Subdivisions
- Lots
- Historical Lot Lines
- Easements
- Land Hooks
- Roads
- Railroads
- Flood Easement
- Flood
 - AE
 - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
 - X PROTECTED BY LEVEE
- Streams and Rivers
- Dimensions
- Building Footprints

Parcel ID	5049-18-31-5847	Account	Vac Land	Ownership	EASLEY	Documents			
Account No	R0087193	Type	Comm		NURSERY	Date	Price	Doc	Vacant or Improved
Property	121 BRACKEN LN	Class	n/a		INC				
Address	EASLEY	Acreage	24.09		121	10/15/2007	\$0	590/20B	Vacant
District	G10-Georges Creek/Crosswell	LEA	0022.5		BRACKEN	10/15/2007	\$0	590/20A	Vacant
Brief	E/SIDE HWY 153 PLAT 517/19,20	Code			LN				
Tax Description	PLAT 408/3A PLAT 590/20A, PLAT 590/20B	Value	\$96,758		EASLEY,				
	(Note: Not to be used on legal documents)				SC 29642-8960				

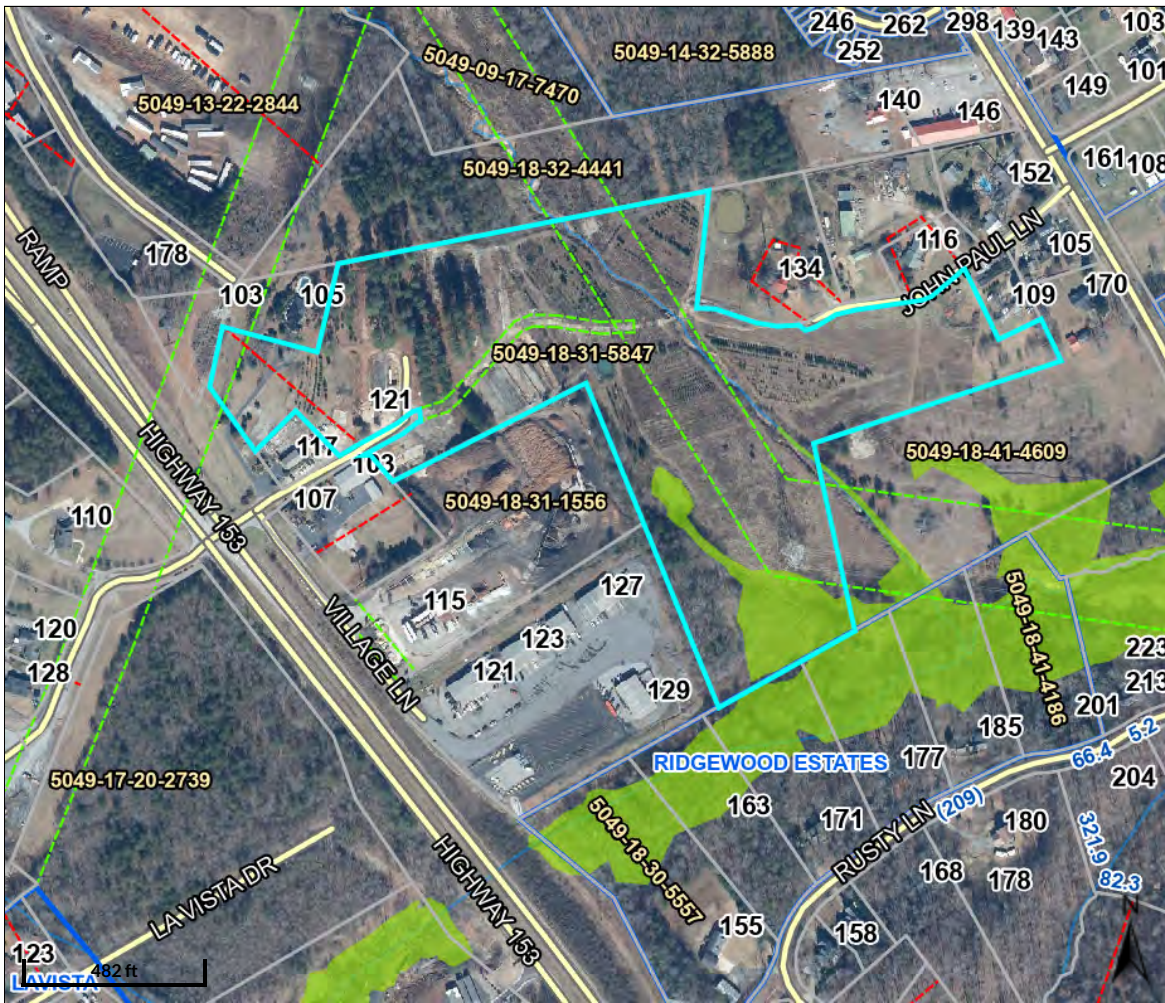
Date created: 3/4/2026

Last Data Uploaded: 3/4/2026 8:29:35 PM

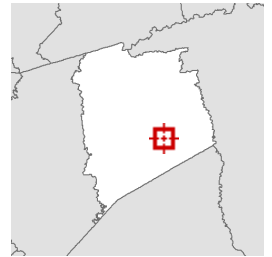
Developed by SCHNEIDER
GEOSPATIAL



Pickens County, SC



Overview



Legend

- Parcels
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- Owner Names
- 911 Address
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- Lots
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Parcel ID	5049-18-31-5847	Account	Vac Land	Ownership	EASLEY	Documents			
Account No	R0087193	Type	Comm		NURSERY	Date	Price	Doc	Vacant or Improved
Property	121 BRACKEN LN	Class	n/a		INC				
Address	EASLEY	Acreage	24.09		121	10/15/2007	\$0	590 / 20B	Vacant
District	G10-Georges Creek/Crosswell	LEA	0022.5		BRACKEN	10/15/2007	\$0	590 / 20A	Vacant
Brief	E/SIDE HWY 153 PLAT 517/19,20	Code			LN				
Tax Description	PLAT 408/3A PLAT 590/20A, PLAT 590/20B	Value	\$96,758		EASLEY,				
	(Note: Not to be used on legal documents)				SC 29642-8960				

Date created: 3/4/2026

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EASLEY NURSERY, INC.

Corporate Information

Entity Id: 00176612

Entity Type: Corporation

Status: Dissolved

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 10/14/1988

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: 08/20/2024

Registered Agent

Agent: BARRY BRACKEN

Address: 121 BRACKEN LANE
EASLEY, South Carolina 29642

Official Documents On File

Filing Type	Filing Date
Articles of Dissolution	08/20/2024
Change of Agent or Office	12/19/2006
Amendment	12/19/2006
Incorporation	10/14/1988

Chain of Title

TMS#:

5049-18-31-5847

Name	Judg	FedTax	SCTax

CHAIN OF TITLE:

[illegible]

File Number: *CHAIN #1* (4.726 acres and 5.368 acres)
Property Address: 121 Bracken Lane, Easley, SC 29642
Subdivision: N/A **Lot:** 24.09 acres
TMS: 5049-18-31-5847 **Plat:** (See Chain)

Abstractor: GW
County: Pickens
Block: **Acreage:** 24.09
Derivation: 1023/142

Deed Book	Grantor	Grantee	Plat	Date	Rec	Description
Chain#1 1023/142	Barry H. Bracken	Easley Nursery, Inc.	517/19-20	7-26-06	7-26-06	4.726 acres and 5.368 acres tracts
1023/133	Linda B. Evatt Daniel R. Bracken	Barry H. Bracken	517/19-20	7-19-06	7-26-06	4.726 acres and 5.368 acres tracts
939/102 Deed/Dist	Estate of Thomas Cecil Bracken, Sr. 2002-ES-39-00452	Linda B. Evatt, Barry H. Bracken and Daniel R. Bracken	517/20	12-22-04 (Died 3-12-2000)	9-16-05	11.726 acres located on John Paul Lane
939/105 (Settlement Agreement)	Plaintiffs: Alvin T. Bracken Thomas C. Bracken, Jr.	Linda B. Evatt and Barry H. Bracken, Ind. and as PR of Estate of Thomas Cecil Bracken, and Daniel R. Bracken			7-8-04	Order Approving Settlement Agreement
762/140 Order for Judgment	Plaintiffs: Alvin T. Bracken Thomas C. Bracken, Jr	Linda B. Evatt and Barry H. Bracken, Ind. and as PR of Estate of Thomas Cecil Bracken, and Daniel R. Bracken		8-29-03	9-2-03	Deed Book 533/221 and 533/223 to The Bracken Family Trust is set aside
762/143 Order for Judgment	Plaintiffs: Alvin T. Bracken Thomas C. Bracken, Jr	Linda B. Evatt and Barry H. Bracken, Ind. and as PR of Estate of Thomas Cecil Bracken, and Daniel R. Bracken		8-29-03	9-2-03	Deed Book 533/221 and 533/223 to The Bracken Family Trust is set aside
533/223 Quit Claim	Thomas C. Bracken By: Attorney-in-Fact, Linda B. Evatt	The Bracken Family Trust		3-8-03	3-9-03	One-half (1/2) acre and 10' Access Easement/ROW
533/221 Quit Claim	Thomas C. Bracken By: Attorney-in-Fact, Linda B. Evatt	The Bracken Family Trust		3-8-03	3-9-03	35.94 acres on W/Side of Turner Hill Road
8-P/200	Milford Ray Bracken (all 1/2 interest)	Thomas Cecil Bracken		5-1-57	5-3-57	20.45 acres (Deed 6-X/30); 35.94 acres (Deed 4-V/121), Less Deed 5-O/36 and
(cont.)						Lot subject to Life Estate for Frederica Bracken; and One-Half (1/2) acre on W/Side of Turner Hill Road
6-T/165	A.T. Brackens Frederica Brackens	Milford Ray Brackens Thomas Cecil Brackens		4-30-51	5-4-51	35.94 acres; Less, two tracts
5-O/36	A.T. Bracken Frederica Bracken	Thomas Cecil Bracken aka T.C. Bracken		12-10-47	3-2-48	One-Half (1/2) acre and 10' wide ROW for access *Grantors reserve right of first refusal
4-V/121	B.A. Chapman	A.T. Bracken Frederica Bracken		3-30-42	4-3-42	37.8 acres located on the W/Side of Turner Hill Road

Chain#2 (Remainder of 6.34 acre tract)

Abstractor: GW

Property Address:_____

County:_____

Subdivision:_____ **Lot:**_____

Block:_____ **Acreage:**_____

TMS: _____ **Plat:** _____

Derivation:

Deed Book	Grantor	Grantee	Plat	Date	Rec	Description
Chain#2 1962/312 (Deed OUT)	Easley Nursery, Inc.	Magdalena Isabel Cabrera	590/20A	6-8-18	6-13-18	0.57 acres located on John Paul Lane
1962/309 (Deed OUT)	Easley Nursery, Inc.	Kevin H. Bracken	590/20B	6-8-18	6-13-18	0.86 acres located on John Paul Lane
590/250	T.C. Bracken	Easley Nursery, Inc.	408/3-A	12-29-99	1-17-01	6.34 acres located on W/Side of Turner Hill Road
8-P/200	Milford Ray Bracken (all 1/2 interest)	Thomas Cecil Bracken		5-1-57	5-3-57	20.45 acres (Deed 6-X/30); 35.94 acres (Deed 4-V/121), Less Deed 5-O/36 and
(cont.)						Lot subject to Life Estate for Frederica Bracken; and One-Half (1/2) acre on W/Side of Turner Hill Road
6-X/30	J.J. Bracken Agathia M. Bracken	Milford R. Bracken T.C. Bracken		11-6-51	11-6-51	20.45 acres located near Easley-Greenville Highway
6-T/164	A.T. Bracken Frederica Bracken	Milford Ray Bracken Thomas Cecil Bracken		4-30-51	5-4-51	One-half located on the W/Side of Turner Hill Road

Abstractor: GW

County: _____

Block:_____ **Acreage:**_____

Derivation: 270/46 (Less Book 996/39)

Deed Book	Grantor	Grantee	Plat	Date	Rec	Description
996/39 (Deed OUT)	Easley Nursery, Inc.	Holly Place, LLC	548/1-A	4-17-06	4-18-06	0.50 acre
270/46	Thomas Cecil Bracken	Easley Nursery, Inc.	Not Recorded	8-15-94	2-15-95	1.523 acres
8-P/200	Milford Ray Bracken (all 1/2 interest)	Thomas Cecil Bracken		5-1-57	5-3-57	20.45 acres (Deed 6-X/30); 35.94 acres (Deed 4-V/121), Less Deed 5-O/36 and
(cont.)						Lot subject to Life Estate for Frederica Bracken; and One-Half (1/2) acre on W/Side of Turner Hill Road
6-X/30	J.J. Bracken Agathia M. bracken	Milford R. Bracken T.C. Bracken		11-6-51	11-6-51	20.45 acres located near Easley-Greenville Hwy
6-T/165	A.T. Brackens Frederica Brackens	Milford Ray Brackens Thomas Cecil Brackens		4-30-51	5-4-51	35.94 acres; Less, two tracts
5-O/36 (Deed OUT)	A.T. Bracken Frederica Bracken	Thomas Cecil Bracken aka T.C. Bracken		12-10-47	3-2-48	One-Half (1/2) acre and 10' wide ROW for access
4-V/121	B.A. Chapman	A.T. Bracken Frederica Bracken		3-30-42	4-3-42	37.8 acres located on the W/Side of Turner Hill Road

Abstractor: GW

County: _____

Block:_____ **Acreage:** 9.16

Derivation: 57/214

Deed Book	Grantor	Grantee	Plat	Date	Rec	Description
57/214	Thomas Cecil Bracken	Easley Nursery, Inc.	34/348	2-11-89	2-15-89	9.16 acres and 30' Easement for Ingress and Egress from SC Hwy 153
8-P/200	Milford Ray Bracken (all 1/2 interest)	Thomas Cecil Bracken		5-1-57	5-3-57	20.45 acres (Deed 6-X/30); 35.94 acres (Deed 4-V/121), Less Deed 5-O/36 and
(cont.)						Lot subject to Life Estate for Frederica Bracken; and One-Half (1/2) acre on W/Side of Turner Hill Road
6-X/30	J.J. Bracken Agathia M. Bracken	Milford R. Bracken T.C. Bracken		11-6-51	11-6-51	20.45 acres located near Easley-Greenville Highway
6-T/165	A.T. Brackens Frederica Brackens	Milford Ray Brackens Thomas Cecil Brackens		4-30-51	5-4-5	35.94 acres; Less, two tracts
4-B/121	B.A. Chapman	A.T. Bracken Frederica Bracken		3-30-42	4-3-42	37.8 acres located on the W/Side of Turner Hill Road

Chain#1

Deed Book 1023/142 containing:

4.726 acres (per Plat Book 517/19-20)

And

5.368 acres (per Plat Book 517/19-20)

 Space above this line for recording information

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

KNOW ALL MEN BY THESE PRESENTS, that **Barry H. Bracken**, herein referred to as Grantor, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and no other consideration, to him paid by **Easley Nursery, Inc.**, hereinafter referred to as Grantee, 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 Grantee, its successors and assigns forever:

SEE EXHIBIT "A" ATTACHED

TMS #: K13-00-100R

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises.

Grantee's Address: 121 Bracken Lane
 Easley, SC 29642-8960

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, his heirs and assigns forever.

AND THE GRANTORS do hereby bind the Grantors, and the Grantors' heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against the Grantors and the Grantors' heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

000014256
 RECORDED 07/26/2006 01:08:13PM
 Fee:10.00 State:0.00
 County:0.00 Exempt: ☒
 Pickens County, SC
 Register of Deeds

COUNTY ASSessor
 121 BRACKEN LANE, P 2
 EASLEY, SC 29642

COUNTY Assessor
 121 BRACKEN LANE, P 2
 EASLEY, SC 29642

WITNESS our Hand and Seal this 26 day of July, 2006.

Signed, Sealed and Delivered
in the Presence of:

Grantor:

[Signature]

[Signature]
Barry H. Bracken

[Signature]

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

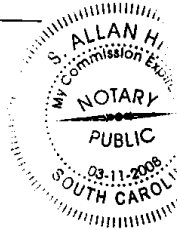
ACKNOWLEDGMENT

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Grantor(s) and was executed and acknowledged to be the free act and voluntary deed of the Grantor(s).

WITNESS my signature this 26th day of July, 2006.

[Signature]

Notary Public for: South Carolina
My Commission expires:



SCHEDULE "A"

ALL that certain piece, parcel or lot of land situate in the County of Pickens, State of South Carolina, being shown and designated as 4.726 acres as shown on Plat prepared by Smith Surveyors, Inc. for T. C. Bracken recorded in the ROD for Pickens County in Plat Book 517 at Page 20 on January 20, 2005, and having according to said Plat, metes and bounds as shown thereon.

AND ALSO:

ALL that certain piece, parcel or lot of land situate in the County of Pickens, State of South Carolina, being shown and designated as 5.368 acres as shown on Plat prepared by Smith Surveyors, Inc. for T. C. Bracken recorded in the ROD for Pickens County in Plat Book 517 at Page 19 on January 20, 2005, and having according to said Plat, metes and bounds as shown thereon.

This being the same property conveyed to the Grantor herein by Deed of Linda B. Evatt and Daniel R. Bracken, recorded in the Pickens County ROD office on 7-26-2006 in Deed Book 182 3 at Page 133.

TMS #: K13-00-100R

Grantor Name: **Barry H. Bracken**

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

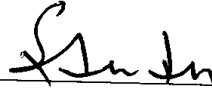
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AFFIDAVIT FOR EXEMPT TRANSFERS

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

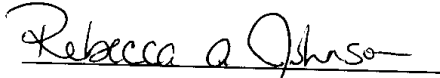
1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred bearing County Tax Map Number K13-00-100R was transferred by **Barry H. Bracken**, to **Easley Nursery, Inc.** on **July 26, 2006**.
3. The deed is exempt from the deed recording fee because (See information section of affidavit):

(8) transferring realty to a corporation provided no consideration is paid for the transfer other than stock in the corporation
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 Grantee
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.



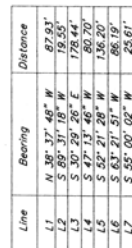
S. Allan Hill, Attorney at Law
 Temple, Mann, Briggs & Hill
 819 E. North Street
 Greenville, SC 29601
 (864) 242-4995

SWORN to before me this 26th day of July, 2006.



Notary Public for South Carolina

My Commission Expires: 8/24/09



1. THE UNITED STATES OF AMERICA
 2. DO HEREBY DECLARE THAT THE UNITED STATES OF AMERICA
 3. DO NOT RECOGNIZE THE GOVERNMENT OF THE PEOPLES REPUBLIC OF CHINA
 4. AS THE LEGITIMATE GOVERNMENT OF CHINA
 5. AND DO RECOGNIZE THE GOVERNMENT OF THE REPUBLIC OF CHINA
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 58. AS THE LEGITIMATE GOVERNMENT OF CHINA
 59. AND DO RECOGNIZE THE GOVERNMENT OF

WITNESS our Hand and Seal this 19th day of July, 2006.

Signed, Sealed and Delivered
in the Presence of:

Grantor:

[Signature]

Linda B. Pratt
Linda B. Evatt

Rebecca Jones

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF GREENVILLE)

)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Grantor(s) and was executed and acknowledged to be the free act and voluntary deed of the Grantor(s).

WITNESS my signature this 19th day of July, 2006.



[Signature]

Notary Public for: South Carolina
My Commission expires: 3/11/08

WITNESS our Hand and Seal this 19th day of July, 2006.

Signed, Sealed and Delivered
in the Presence of:

Grantor:

[Signature]

[Signature]
Daniel R. Bracken

Rebecca Jones

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF GREENVILLE)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Grantor(s) and was executed and acknowledged to be the free act and voluntary deed of the Grantor(s).

WITNESS my signature this 19th day of July, 2006.



[Signature]

Notary Public for: South Carolina

My Commission expires: 3/11/08

SCHEDULE "A"

ALL that certain piece, parcel or lot of land situate in the County of Pickens, State of South Carolina, being shown and designated as 4.726 acres as shown on Plat prepared by Smith Surveyors, Inc. for T. C. Bracken recorded in the ROD for Pickens County in Plat Book 517 at Page 20 on January 20, 2005, and having according to said Plat, metes and bounds as shown thereon.

This being the same property conveyed to the Grantors herein by Deed of Distribution from the Estate of Thomas Cecil Bracken, Sr. (Estate File No. 02ES3900452), recorded in the Pickens County ROD office on September 16, 2005 in Deed Book 939 at Page 102.

AND ALSO:

ALL that certain piece, parcel or lot of land situate in the County of Pickens, State of South Carolina, being shown and designated as 5.368 acres as shown on Plat prepared by Smith Surveyors, Inc. for T. C. Bracken recorded in the ROD for Pickens County in Plat Book 517 at Page 19 on January 20, 2005, and having according to said Plat, metes and bounds as shown thereon.

This being the same property conveyed to the Grantors herein by Deed of Distribution from the Estate of Thomas Cecil Bracken, Sr. (Estate File No. 02ES3900452), recorded in the Pickens County ROD office on September 16, 2005 in Deed Book 939 at Page 102.

TMS #: K13-00-100R

Grantor Name: **Linda B. Evatt and Daniel R. Bracken**

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF PICKENS

IN THE MATTER OF **Thomas Cecil Bracken, Sr., DECEASED**CASE NUMBER **02ES3900452**

000017569
 RECORDED 09/16/2005 01:13:53PM
 Fee:13.00 State:0.00
 County:0.00 Exempt:-----
 Pickens County, SC
 Register of Deeds

DEED OF DISTRIBUTION
(No Title Search)

WHEREAS, the decedent died on **March 12, 2000** and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Pickens County, South Carolina in File # **02ES3900452** and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and, **as confirmed by Probate Court seal or by affidavit of licensed South Carolina attorney pursuant to SC Code of Laws, 62-3-907; and**

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Linda B. Evatt	Barry H. Bracken	Daniel R. Bracken
Address: 1487 Old Easley Hwy	105 Bracken Lane	116 John Paul Lane
Easley, SC 29640	Easley, SC 29642	Easley, SC 29642

All the decedent's right, title and interest in and to the following described property:

SEE ATTACHED SCHEDULE "A"

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

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Grantee(s), his/her/their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 22 day of December 2004.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Estate of: **Thomas Cecil Bracken, Sr.**

Witness: [Signature]

by Signature: [Signature]

Linda B. Evatt,

Co-Personal Representative

Witness: [Signature]

by Signature: [Signature]

Barry H. Bracken,

Co-Personal Representative

Witness: [Signature]

Witness: [Signature]

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF PICKENS)

PERSONALLY appeared before me [Signature] and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with [Signature] witnessed the execution thereof.

SWORN to before me this 22
day of Dec, 2004.

Witness Signature:

[Signature]

[Signature]
Notary Public for South Carolina

My Commission Expires: 3-11-08

SCHEDULE A

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, shown and designated as 11.726 Acres on John Paul Lane in Easley, SC on a plat prepared by Smith Surveyors, Inc. dated August 27, 2001 recorded in the Pickens County, South Carolina ROD Office on January 20, 2005 in Plat Book 517 at Page 20. Reference is hereby made to said plat for a more complete metes and bounds description.

This is the same property conveyed to Thomas Cecil Bracken by Deed of the Bracken Family Trust, recorded on August 29, 2003 in the Pickens County, South Carolina RMC Office in Book 762 at Page 140. Thomas Cecil Bracken did Testate on March 12, 2000, leaving a Last Will and Testament dated January 20, 2000. Pursuant to Court Order dated July 8, 2005, (copy attached) the property is to be conveyed to Linda B. Evatt, Barry H. Bracken and Daniel R. Bracken. Reference is hereby made to Estate File # 2002ES3900452, record of the Pickens County Probate Court.

Remainder of TMS #: K13-00-100R

Estate
Of
Thomas Cecil Bracken, Sr.
2002-ES-39-00452

Date of Death:
3-12-2000

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

PROBATE COURT

IN RE

THE ESTATE OF

Thomas Cecil Bracken

deceased

Linda B. Evatt and
Barry H. Bracken

PERSONAL REPRESENTATIVES,
~~GUARDIAN, CONSERVATORS~~

Last Will and Testament

I, THOMAS CECIL BRACKEN, of the City of Easley, County of Pickens, State of South Carolina, being of sound mind and memory, but considering the uncertainty of my earthly existence, do hereby revoke all Wills and Codicils heretofore made by me and do hereby make and declare this, my Last Will and Testament, in manner and form as follows, to-wit:

I. I direct my Personal Representative hereinafter named to pay all of my debts and funeral expenses and to erect at my grave such a monument as he or she may deem proper.

II. I give, devise and bequeath to my beloved children, to-wit: LINDA B. EVATT, BARRY H. BRACKEN, THOMAS C. BRACKEN, JR., DANIEL R. BRACKEN and ALVIN T. BRACKEN, all and singular, the property of every kind and description that I may own at the time of my death, wheresoever the same may be located, whether the same be real property, personal property, mixed, or of any other kind or nature, to be theirs, absolutely and forever, to share and share alike therein.

III. LASTLY, I do hereby constitute and appoint my daughter, LINDA B. EVATT, and my son, BARRY H. BRACKEN, my lawful Personal Representatives, to execute this, my Last Will and Testament, and every part and clause of the same. In the event that either of them shall predecease me or in the event that either of them is unable or unwilling to serve as Personal Representative of my estate, then I appoint the survivor or the one capable of serving as the Alternate Personal Representative of my estate.

IN WITNESS WHEREOF, I, the said THOMAS CECIL BRACKEN, have hereunto set
my hand and seal this, my Last Will and Testament this 20th day of January, 2000.

Thomas Cecil Bracken sr (SEAL)
THOMAS CECIL BRACKEN

Signed, sealed and declared by the said THOMAS CECIL BRACKEN to be his Last Will
and Testament, in the presence of us, who at his request and in his presence and in the presence
of each other, do hereto set our hands as witnesses.

Brian K. James residing at 400 East 2nd Ave Easley SC 29640

Barbara S. Hood residing at 100 La Vista Drive, Easley, SC 29642

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

PERSONALLY appeared before me Barbara S. Hood and made oath that he
saw the within named Thomas Cecil Bracken sign, seal and as his act and deed, deliver the
within written Last Will and Testament and that he with Brian K. James witnessed
the execution thereof.

Barbara S. Hood

SWORN to before me this
the 20th day of January, 2000.

Brian K. James
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 5-18-2009
Page 2 of 2

IN THE MATTER OF THOMAS CECIL BRACKEN, SR., DECEASED

CASE NUMBER 2002ES3900452

APPLICATION FOR

(check any that apply)

PETITION FOR

INFORMAL

☐ PROBATE OF WILL☐ APPOINTMENT

FORMAL

☒ TESTACY☒ APPOINTMENT

Applicant/Petitioner: Linda B. Evatt
Address: 1487 Old Easley Hwy
Easley, SC 29640
Telephone: 269-1367

Barry H. Bracken
105 Bracken Lane
Easley, SC 29642
269-4081

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Nature of interest of undersigned: Children of decedent; named Personal Representatives under Will

2. Decedent information

Name: Thomas Cecil Bracken
Social Security Number: 249-42-6166
Date of Birth: February 28, 1922
Date of Death: March 12, 2000
Age at date of death: 78
Domicile at date of death: Pickens County, SC

3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.
☐ Decedent has a right to take legal action in this county because:

4a. Names and addresses of devisees, including dates of birth of minors:

Name	Date of Birth	Address	Relationship To Decedent
Linda B. Evatt		1487 Old Easley Hwy, Easley, SC 29640	daughter
Barry H. Bracken		105 Bracken Lane, Easley, SC 29642	son
✓ Thomas C. Bracken, Jr.		118 John Paul Lane, Easley, SC 29642	son
✓ Daniel R. Bracken		116 John Paul Lane, Easley, SC 29642	son
✓ Alvin T. Bracken		118 John Paul Lane, Easley, SC 29642	son

4b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors:

Name	Date of Birth	Address	Relationship To Decedent
------	---------------	---------	--------------------------

Form #300PC (1/91)

62-3-203, 62-3-301, 62-3-303, 62-3-401, 62-3-502, 62-3-409, 62-3-414, 62-4-601
62-3-704, 44-23-1090, 44-23-1120

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT,
PLEASE COMPLETE THE FOLLOWING.

1. The name and address of the proposed Personal Representative is:

Linda B. Evatt
1487 Old Easley Hwy
Easley, SC 29640

Barry H. Bracken
105 Bracken Lane
Easley, SC 29642

2. Priority for this appointment is:

- ☒ [X] named as Personal Representative in will
- ☐ [] named as Alternate Personal Representative in will
- ☐ [] nominee of Primary Personal Representative
- ☐ [] nominee of Alternate Personal Representative
- ☐ [] surviving spouse of decedent who is devisee of decedent or nominee of said spouse
- ☐ [] other devisee of decedent (describe): _____ or nominee of said devisee
- ☐ [] surviving spouse of decedent or nominee of said spouse
- ☐ [] other heir of decedent (describe): _____ or nominee of said heir
- ☐ [] creditor (forty-five days after death must have passed) or nominee of creditor
- ☐ [] other (describe): _____
- ☐ [] nominee of any of the above

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

NONE

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter.

Sworn to before me this 2
day of May, 2002.
Kenny R. Reed
Notary Public for South Carolina
My Commission Expires: 7-24-11

Signature: Linda B. Evatt
Linda B. Evatt
Signature: Barry H. Bracken
Barry H. Bracken

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be [☒ GRANTED [] DENIED informally this
3rd day of September, 20 02

Kathy P. Zorn, Associate
Probate Court Judge
Brenda T. Brannock

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE:

TIME:

PLACE:

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 20____

N/A
Probate Court Judge

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ the decedent died intestate. The heirs are: _____

☐ the decedent died testate. IT IS THEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated _____, be admitted formally to probate.

Executed this _____ day of _____, 20__

N/A

Probate Court Judge

☐ SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

Executed this 3rd day of September, 2002

see attached order

Probate Court Judge

☒ see attached order

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: Linda B. Evatt

Name:

Linda B. Evatt

Address:

1487 Old Easley Hwy
Easley, SC 29640

Telephone:

269-1367

E-mail Address:

Signature: Garry H. Bracken

Name:

Garry H. Bracken

Address:

105 Bracken Lane
Easley, SC 29642

Telephone:

269-4081

E-mail Address:

Attorney:

S. Allan Hill

Address:

205 E. Broad Street
Greenville, SC 29601

Telephone:

242-4995

E-mail Address:

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

IN THE PROBATE COURT

Linda B. Evatt and Barry H. Bracken as
Personal Representatives under Will,)

Petitioners,)

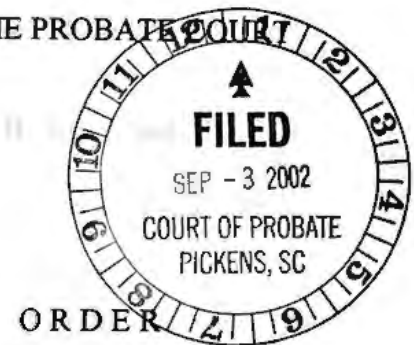
v.)

Thomas C. Bracken, Jr., Daniel R. Bracken
and Alvin T. Bracken,)

Respondents,)

In Re:)

Estate of Thomas Cecil Bracken, Sr.,
Deceased.)



This matter is before me on Summons and Petition for Formal Testacy and Appointment filed with this Court by the Petitioners and also by Respondents. A review of the file indicates that all parties accepted service of the pleadings, and answers have been filed with this Court.

This matter came on for a hearing before me on July 30, 2002. Present at the hearing were the Petitioners represented by S. Allan Hill, and the Respondents, Alvin T. Bracken and Thomas C. Bracken, Jr. represented by James M. Robinson.

Based upon the testimony presented at the hearing, this Court makes the following determination:

The Petitioners Linda B. Evatt and Barry H. Bracken as individuals named in the Will of the Decedent have priority under South Carolina law to serve as personal representatives of the estate, and they are appropriate persons to so act.

10P2
#1

ST *

Date: Sept. 3, 2002

WJHE

FORM 14-60 (7-60)
GPO 5-410 5-31-60 5-62 20

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF PICKENS

IN THE MATTER OF THOMAS CECIL BRACKEN, DECEASED

CASE NUMBER 2002ES3900452



FIDUCIARY LETTERS

- X Personal Representative
Guardianship
Conservatorship
Trusteeship

On the 3RD day of **September, 2002**, **Linda B. Evatt and Barry H. Bracken** were appointed and qualified as Fiduciary of the above matter by this Court, with all the authority granted to a fiduciary by law.

NOW, THEREFORE, LETTERS are issued as evidence of such appointment, qualification, and authority of the above fiduciary to do and to perform all acts which may be authorized by law.

RESTRICTIONS:

NONE

Executed this 3rd day of September, 2002.

Kathy P. Zorn, Associate
Brenda T. Brannock, Probate Judge

IN THE MATTER OF **THOMAS CECIL BRACKEN, DECEASED**

CASE NUMBER **02-ES-39-00452**

Amended
INVENTORY AND APPRAISEMENT
☒ ORIGINAL
☐ SUPPLEMENTAL #



Personal Representatives: Linda B. Evatt and Barry H. Bracken
Decedent's Social Sec. No.: 249-42-6166
Decedent's Date of Death: March 12, 2000

Was there a will? ☒ YES ☐ NO
Domicile at death: Pickens County

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 6th
day of AUGUST, 2003.

Notary Public for South Carolina
My Commission Expires: 3-11-08

Signature: Linda B. Evatt
Name: Linda B. Evatt
Address: 1487 Old Easley Highway
Easley, SC 29640
Telephone: 269-1367

Attorney: S. Allan Hill
Address: 205 E. Broad Street
Greenville, SC 29601
Telephone: 242-4995

Signature: Barry H. Bracken
Name: Barry H. Bracken
Address: 105 Bracken Lane
Easley, SC 29642
Telephone: 269-4081

For estates of decedents, the gross fair market valuation of all assets, regardless of situs, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisal shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Out-of-state	In-state
Schedule A - Real Estate	\$	97,810.00
Schedule B - Stocks and Bonds		-0-
Schedule C - Mortgages, Notes and Cash		113,193.91
Schedule D - Insurance on Decedent's Life - Part 1 - Payable to Estate		-0-
Part 2 - Payable to Beneficiary		8,700.89
Schedule E - Jointly Owned Property		-0-
Schedule F - Other Miscellaneous		6,000.00
Schedule G - Transfers during Decedent's Life		-0-
Schedule H - Powers of Appointment		-0-
Schedule I - Annuities, etc. - Part 1 - Payable to Estate		-0-
Part 2 - Payable to Beneficiaries		15,158.06
TOTAL GROSS WORTH	\$ 240,862.86	
ENCUMBRANCES	(-0-)	
TOTAL NET VALUE	\$ 240,862.86	

NOTE: WHEN COMPLETING THE FOLLOWING SCHEDULES, PLEASE REMEMBER TO LIST ALL ASSETS, REGARDLESS OF SITUS. ALL OUT-OF-STATE ASSETS MUST BE DISCLOSED.

SCHEDULE A - Real Estate (All interest in real property except those held with right of survivorship) (If none, so state.)
(For jointly owned property with right of survivorship, see Schedule E)

Item No.	Description	Tax Assessor's Fair Market Value for year of Decedent's Death	Appraised Value	Appraised Value of Decedent's Interest
1	House and 12.33 acres, 152 Turner Hill Road	93,859	97,810	97,810

TOTAL SCHEDULE A \$ 97,810
(also enter under recapitulation, page 1)

SCHEDULE B - Stocks and Bonds (If none, so state.)
(For jointly owned property with right of survivorship, see Schedule E)

Item No.	Description	Face Value	Appraised Value
NONE			

TOTAL SCHEDULE B \$ -0-
(also enter under recapitulation, page 1)

SCHEDULE C - Mortgages, Notes and Cash (If none, so state.)
(For jointly owned property with right of survivorship, see Schedule E)

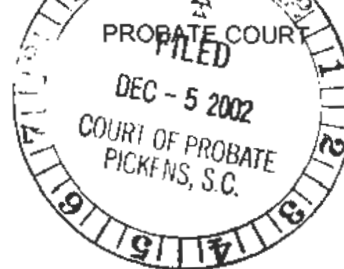
Item No.	Description	Face Value	Appraised Value
1	PNB Estate Account beginning balance		113,193.91
	Don Brown Foundation account	89,429.40	
	Bracken Family Trust	19,756.14	
	Bracken Family Foundation	2,153.54	
	Joint account with Linda Evatt	1,854.83	

TOTAL SCHEDULE C \$113,193.91
(also enter under recapitulation, page 1)

(If more space is required, insert tax schedules or additional sheets of same size.)

IN THE MATTER OF THOMAS CECIL BRACKEN, DECEASED

CASE NUMBER 02-ES-39-00452



INVENTORY AND APPRAISEMENT

[X] ORIGINAL
[] SUPPLEMENTAL #

Personal Representatives: Linda B. Evatt and Barry H. Bracken
Decedent's Social Sec. No.: 249-42-6166
Decedent's Date of Death: March 12, 2000

Was there a will? [X] YES [] NO
Domicile at death: Pickens County

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 2
day of December, 2002.

Jimmy Neswald
Notary Public for South Carolina
My Commission Expires: 11-24-04

Signature: Linda B. Evatt
Name: Linda B. Evatt
Address: 1487 Old Easley Highway
Easley, SC 29640
Telephone: 269-1367

Attorney: S. Allan Hill
Address: 205 E. Broad Street
Greenville, SC 29601
Telephone: 242-4995

Signature: Barry H. Bracken
Name: Barry H. Bracken
Address: 105 Bracken Lane
Easley, SC 29642
Telephone: 269-4081

For estates of decedents, the gross fair market valuation of all assets, regardless of situs, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisal shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Out-of-state	In-state
Schedule A - Real Estate	\$	\$97,810.00
Schedule B - Stocks and Bonds		-0-
Schedule C - Mortgages, Notes and Cash		79,187.57
Schedule D - Insurance on Decedent's Life - Part 1 - Payable to Estate		-0-
Part 2 - Payable to Beneficiary		8,700.89
Schedule E - Jointly Owned Property		-0-
Schedule F - Other Miscellaneous		25,000.00
Schedule G - Transfers during Decedent's Life		-0-
Schedule H - Powers of Appointment		-0-
Schedule I - Annuities, etc. - Part 1 - Payable to Estate		-0-
Part 2 - Payable to Beneficiaries		4,063.32
TOTAL GROSS WORTH	\$ 214,761.78	
ENCUMBRANCES	(-0-)	
TOTAL NET VALUE	\$ 214,761.78	

NOTE: WHEN COMPLETING THE FOLLOWING SCHEDULES, PLEASE REMEMBER TO LIST ALL ASSETS, REGARDLESS OF SITUS. ALL OUT-OF-STATE ASSETS MUST BE DISCLOSED.

SCHEDULE A - Real Estate (All interest in real property except those held with right of survivorship) (If none, so state.)
(For jointly owned property with right of survivorship, see Schedule E)

Item No.	Description	Tax Assessor's Fair Market Value for year of Decedent's Death	Appraised Value	Appraised Value of Decedent's Interest
----------	-------------	--	--------------------	---

1	House and 1 acre, 152 Turner Hill Road	93,859	97,810	97,810
---	--	--------	--------	--------

TOTAL SCHEDULE A (also enter under recapitulation, page 1)				\$97,810
---	--	--	--	----------

SCHEDULE B - Stocks and Bonds (If none, so state.)
(For jointly owned property with right of survivorship, see Schedule E)

Item No.	Description	Face Value	Appraised Value
----------	-------------	------------	-----------------

NONE

TOTAL SCHEDULE B (also enter under recapitulation, page 1)			\$ -0-
---	--	--	--------

SCHEDULE C - Mortgages, Notes and Cash (If none, so state.)
(For jointly owned property with right of survivorship, see Schedule E)

Item No.	Description	Face Value	Appraised Value
----------	-------------	------------	-----------------

1	Checking Account		4,588.21
2	Bracken Family Trust		67,820.89
3	Bracken Family Foundation		6,778.47

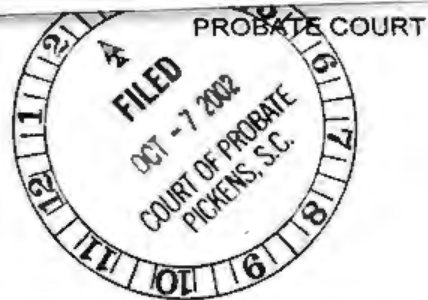
TOTAL SCHEDULE C (also enter under recapitulation, page 1)			\$79,187.57
---	--	--	-------------

(If more space is required, insert tax schedules or additional sheets of same size.)

COUNTY OF PICKENS

IN THE MATTER OF THOMAS CECIL BRACKEN, DECEASED

CASE NUMBER 2002ES3900452



NOTICE TO CREDITORS

*NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates are required to deliver or mail their claims to the indicated Personal Representatives, appointed to administer these estates, and to file their claims on form #371PC with the Probate Court of Pickens County, the address of which is 222 McDaniel Ave., B-16, Pickens, SC 29671, on or before the date that is eight months after the date of the first publication of this Notice to Creditors (unless barred by operation of Section 62-3-803), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements, indicating the name and the address of the claimant, the basis of the claim, the amount claimed, the date where the claim will become due, the nature of any uncertainty as to the amount claimed and the date when due, and a description of any security as to the claim.

Estate: THOMAS CECIL BRACKEN

Personal Representative: LINDA B. EVATT	AND	BARRY H. BRACKEN
Address: 1487 OLD EASLEY HWY., EASLEY, SC 29640		105 BRACKEN LANE
Attorney, if applicable: S. ALLAN HILL		EASLEY, SC 29642
Address: 205 E. BROAD STREET, GREENVILLE, SC 29601		132

INSTRUCTIONS: Publication to be in "THE EASLEY PROGRESS", a newspaper of general circulation in PICKENS County. Publish only this (*) portion of this form. Notices may be combined by listing individualized statements of the information concerning each of the estates under one heading consisting of the notice text. Publish once a week for three successive weeks. File a copy of this form with proof of its publication with the Probate Court.

CERTIFICATE OF PUBLICATION

I hereby certify that on these dates: Sept. 11, Sept. 18, and Sept. 25, I did publish the Notice to Creditors in The Easley Progress, a newspaper of general circulation in Pickens County in accordance with law.

SWORN to before me this 4 day of October, 2002

Shirley A. Young
Notary Public for South Carolina
My Commission Expires: 11-27-10

Signature: Beverly Wickens
Name: _____
Address: _____

Telephone(O): _____
(H): _____

Signature: _____
Name: _____
Address: _____

Telephone(O): _____
(H): _____

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates are required to deliver or mail their claims to the indicated Personal Representatives, appointed to administer these estates, and to file their claims on Form #371PC with the Probate Court of Pickens County, the address of which is 222 McDaniel Ave., B-16, Pickens, SC 29671, on or before the date that is eight months after the date of the first publication of this Notice to Creditors (unless barred by operation of Section 62-3-803), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements, indicating the name and the address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the amount claimed and the date when due, and a description of any security as to the claim.

FORM #370F
62-3-704, 62

Estate: Thomas Cecil Bracken
Personal Representative: Linda B. Evatt and Barry H. Bracken
Address: 1487 Old Easley Hwy., Easley, SC 29640 and 105 Bracken Lane, Easley, SC 29642
Attorney: S. Allan Hill
Address: 205 E. Broad Street, Greenville, SC 29601

MAR 13 2000

Russell R. Reed, M.D.
County Registrar

STATE OF SOUTH CAROLINA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
CERTIFICATE OF DEATH

DATE BIRTH NUMBER

STATE FILE NUMBER

DECEASED'S NAME First TITUMAS		Middle Cecil		Last Bracken, Sr.		SEX Male	DATE OF DEATH (Month, Day, Year) 3-12-00
SOCIAL SECURITY NUMBER 249 42 6166		AGE - Last Birthday (Years) 78	UNDER 1 YEAR Months Days 5b		UNDER 1 DAY Hours Minutes 5c	DATE OF BIRTH (Mo., Day, Year) Feb 27 1922	BIRTHPLACE (City, and State or Foreign Country) Liberty, S.C.
WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) Yes		9a. PLACE OF DEATH (Check only one; see instructions on other side) HOSPITAL: ☒ Patient ☐ ER/Outpatient ☐ DOA OTHER: ☐ Nursing Home ☐ Residence ☐ Other (Specify)					
FACILITY NAME (If not institution, give street and number) St. Francis Hospital				CITY, TOWN, OR LOCATION OF DEATH Greenville		COUNTY OF DEATH Greenville	
MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Widowed		SURVIVING SPOUSE (If wife, give maiden name) 11		DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Owner		KIND OF BUSINESS/INDUSTRY Nurseryman	
RESIDENCE - STATE S.C.	COUNTY Pickens	CITY, TOWN, OR LOCATION Easley		STREET AND NUMBER 152 Turner Hill Road		INSIDE CITY LIMITS? (Yes or No) No	
ZIP CODE 29642		Was Decedent of Hispanic Origin? (Specify Yes or No - If yes, specify Cuban, Mexican, Puerto Rican, etc.) ☐ Yes ☒ No (Specify)		RACE - American Indian, Black, White, etc. (Specify) White		DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (11-4 or 5+) 11	
FATHER'S NAME First Middle Last Albert Tinsley Bracken				MOTHER'S NAME First Middle Maiden Surname Fredrica McCall			
INFORMANT'S NAME (Type/Print) Mrs. Linda B. Evatt				MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 1487 Old Easley Highway, Easley, S.C. 29640			
METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Removal from State 20a ☐ Donation ☐ Other (Specify)		PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Greenlawn Memorial Park			LOCATION - (City or Town, State) Easley, S.C.		
FUNERAL DIRECTOR OR PERSON ACTING AS SUCH (Signature) Richard A. Salas		FUNERAL DIR. LICENSE NO. 1272		NAME AND ADDRESS OF FACILITY Robinson Funeral Home		LICENSE NUMBER (of facility) 124	
EMBALMER (Signature) James W. Hair, Jr.		EMBALMER LICENSE NO. 1626		P.O. Box 387, Easley, S.C. 29641			
Complete items 23a-c only when certifying physician is not available at time of death to certify cause of death.		To the best of my knowledge, death occurred at the time, date, and place stated 23a. Signature and Title [Signature]			LICENSE NUMBER 10794		DATE SIGNED (Month, Day, Year) 3-12-00
TIME OF DEATH 7:20 A.M.		DATE PRONOUNCED DEAD (Month, Day, Year) 3-12-00			WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? (Yes or No) no		
27. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Approximate Interval Between Onset and Death							
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. respiratory arrest DUE TO (OR AS A CONSEQUENCE OF)					
		b. metastatic non-small cell carcinoma lung DUE TO (OR AS A CONSEQUENCE OF)					
		c. DUE TO (OR AS A CONSEQUENCE OF)					
		d. DUE TO (OR AS A CONSEQUENCE OF)					
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I					AUTOPSY (Yes or No) no		IF YES, WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH? (Yes or No) 28b
29. MANNER OF DEATH ☐ Natural ☐ Pending Investigation ☐ Accident ☐ Could not be Determined ☐ Suicide ☐ Homicide		DATE OF INJURY (Month, Day, Year) 30a	TIME OF INJURY 30b	INJURY AT WORK? (Yes or No) 30c	DESCRIBE HOW INJURY OCCURRED 30d		
		PLACE OF INJURY - (Home, Farm, Street, Factory, Office, etc.) (Specify) 30e		LOCATION (Street and Number or Rural Route Number, City or Town, State) 30f			
CERTIFIER (Check only one) ☐ CERTIFYING PHYSICIAN (Physician certifying cause of death) ☐ MEDICAL EXAMINER ☐ CORONER ☒ PRONOUNCING AND CERTIFYING PHYSICIAN (Physician both pronouncing death and certifying to cause of death)					NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER 32		
SIGNATURE AND TITLE OF CERTIFIER To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated 33a					LICENSE NUMBER 33b 10794		DATE SIGNED (Month, Day, Year) 33c 3-12-00
NAME AND ADDRESS OF PERSON WHO SIGNED IN 33a (Type/Print) 34 James E. Stephenson, MD 317 St. Francis Dr #210 Greenville, SC							
REGISTRAR'S SIGNATURE 35 [Signature]					DATE FILED (Month, Day, Year) 36 March 13, 2000		

MAR 13 2000

Ronald R. Rountree, M.D.
County Registrar

PRINT
IN
MANENT
ACK INK
FOR
DUCTIONS
SEE
ER SIDE
ANDBOOK

STATE OF SOUTH CAROLINA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
CERTIFICATE OF DEATH

STATE BIRTH NUMBER

STATE FILE NUMBER

See Instructions On Other Side

DECEDENT

PARENTS

DISPOSITION

CAUSE OF DEATH

CERTIFIER

REGISTRAR

DECEDENT'S NAME First THOMAS		Middle Cecil		Last Bracken, Sr.		SEX Male	DATE OF DEATH (Month, Day, Year) 3-12-00
SOCIAL SECURITY NUMBER 249 42 6166		AGE - Last Birthday (Years) 78	UNDER 1 YEAR Months Days		UNDER 1 DAY Hours Minutes		DATE OF BIRTH (Mo, Day, Year) Feb 27 1922
WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) Yes		PLACE OF DEATH (Check only one; see instructions on other side) HOSPITAL ☒ ER/Outpatient ☐ DOA ☐ Nursing Home ☐ Residence ☐ Other (Specify)					
FACILITY NAME (If not institution, give street and number) St. Francis Hospital				CITY, TOWN, OR LOCATION OF DEATH Greenville		COUNTY OF DEATH Greenville	
MARRITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) widowed		SURVIVING SPOUSE (If wife, give maiden name) 11		DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Owner		KIND OF BUSINESS/INDUSTRY Nurseryman	
RESIDENCE - STATE S.C.	COUNTY Pickens	CITY, TOWN, OR LOCATION Easley		STREET AND NUMBER 152 Turner Hill Road		INSIDE CITY LIMITS? (Yes or No) No	
ZIP CODE 29642		Was Decedent of Hispanic Origin? (Specify Yes or No - If yes, specify Cuban, Mexican, Puerto Rican, etc.) No		RACE - American Indian, Black, White, etc. (Specify) White		DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) 11 College (13-16) 4	
FATHER'S NAME First Middle Last Albert Tinsley Bracken				MOTHER'S NAME First Middle Maiden Surname Fredrica McCall			
INFORMANT'S NAME (Type/Print) Mrs. Linda B. Evatt				MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 1487 Old Easley Highway, Easley, S.C. 29640			
METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify)		PLACE OF DISPOSITION (Name of cemetery, crematory or other place) Greenlawn Memorial Park		LOCATION (City or Town, State) Easley, S.C.			
FUNERAL DIRECTOR OR PERSON ACTING AS SUCH (Signature) <i>Richard A. ...</i>		FUNERAL DIR. LICENSE NO. 1272		NAME AND ADDRESS OF FACILITY Robinson Funeral Home		LICENSE NUMBER (of facility) 124	
EMBALMER (Signature) <i>James W. ...</i>		EMBALMER LICENSE NO. 1626		P.O. Box 387, Easley, S.C. 29641			
Complete Items 23a-c only when certifying physician is not available at time of death to certify cause of death		To the best of my knowledge, death occurred at the time, date, and place stated		LICENSE NUMBER 10754		DATE SIGNED (Month, Day, Year) 3-12-00	
23a Signature and Title <i>[Signature]</i>							
TIME OF DEATH 7:20 A.M.		DATE PRONOUNCED DEAD (Month, Day, Year) 3-12-00		WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? (Yes or No) no			
27 PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Approximate Interval Between Onset and Death							
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a respiratory arrest					
		b metastatic non-small cell carcinoma (w/)					
Sequently list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST		c DUE TO (OR AS A CONSEQUENCE OF)					
		d DUE TO (OR AS A CONSEQUENCE OF)					
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I				AUTOPSY (Yes or No) no		IF YES, WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH? (Yes or No)	
29 MANNER OF DEATH ☐ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Homicide ☐ Could not be Determined		DATE OF INJURY (Month, Day, Year) 30a		TIME OF INJURY 30b M 30c		INJURY AT WORK? (Yes or No) 30d	
		PLACE OF INJURY - (Home, Farm, Street, Factory, Office, etc.) (Specify) 30e		LOCATION (Street and Number or Rural Route Number, City or Town, State) 30f			
CERTIFIER (Check only one) ☐ CERTIFYING PHYSICIAN (Physician certifying cause of death) ☐ MEDICAL EXAMINER ☐ CORONER ☒ PRONOUNCING AND CERTIFYING PHYSICIAN (Physician both pronouncing death and certifying to cause of death)		NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER 32					
SIGNATURE AND TITLE OF CERTIFIER To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated <i>[Signature]</i>		LICENSE NUMBER 33b 16354		DATE SIGNED (Month, Day, Year) 33c 3-12-00			
NAME AND ADDRESS OF PERSON WHO SIGNED IN 33a (Type/Print) James E. Stephenson, MD 317 St Francis Dr #210 Greenville, SC							
REGISTRAR'S SIGNATURE <i>[Signature]</i>		DATE FILED (Month, Day, Year) 36 March 13, 2000					

Pronouncing Physician Only →

See ↑ Definition On Other Side

See Instructions On Other Side

See Definition On Other Side

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

IN THE COURT OF COMMON PLEAS

Alvin T. Bracken,
and Thomas Cecil Bracken, Jr.,

Plaintiffs,

vs.

Linda B. Evatt, Barry H. Bracken,
Daniel R. Bracken, individually
and as beneficiaries of the Bracken
Family Trust and as heirs-at-law of
Thomas Cecil Bracken; Donald M.
Brown, Jr., as Trustee of the Bracken
Family Trust; Easley Nursery, Inc.;
and Donald M Brown, Jr. as Trustee
of the Bracken Family Foundation,

Defendants.

ORDER
2001-CP-39-344

CLERK OF COURT
PICKENS COUNTY
COURTHOUSE
GREENSBORO, NC

2002 FEB 19 P 3:29

This matter is before this Court upon the parties' agreement to dismiss this case upon the terms set forth herein.

Plaintiffs filed this case seeking to dissolve a trust and a foundation established by Thomas Cecil Bracken, who died March 12, 2000. The Complaint also seeks other relief related to Mr. Bracken and his assets. Defendants denied that Plaintiffs were entitled to the relief requested.

The parties now agree that this case shall be dismissed and that all assets owned by Thomas Cecil Bracken, the Bracken Family Trust, and the Bracken Family Foundation shall be administered as the Estate of Thomas Cecil Bracken, deceased, in the Pickens County Probate Court. Defendants have possession of the Last Will and Testament of Thomas Cecil Bracken and Defendants shall commence probate of Thomas Cecil Bracken's estate within forty-five (45) days from January 18, 2002.

Plaintiffs agreed to this settlement based upon Defendants' representation to

#77
#1

Plaintiffs that Thomas Cecil Bracken died testate and that his Will distributes all his assets to his children in equal shares.

IT IS THEREFORE ORDERED THAT this case is dismissed upon the terms set forth above.

Date: 2-19-02

S/ Henry J. Lloyd
Presiding Judge
13th Judicial Circuit

I SO MOVE:

James M. Robinson
James M. Robinson, Attorney for Plaintiffs

I CONSENT:

Donald M. Brown, Jr.
Donald M. Brown, Jr. Attorney for Defendants
and as Trustee of the Bracken Family
Foundation and as Trustee of the Bracken
Family Trust

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF PICKENS

Alvin T. Bracken and Thomas C.
Bracken, Jr.,

Plaintiffs,

vs.

Linda B. Evatt, individually and as
Personal Representative of the Estate
of Thomas Cecil Bracken, deceased;
Barry H. Bracken, individually and as
Personal Representative of said
Estate; and Daniel R. Bracken,

Defendants.

ORDER FOR JUDGMENT
2003-CP-39-1019

2003 SEP -2 P 12: 29

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

This matter is before the Court upon the parties' agreement to dismiss this action upon the terms set forth herein.

This action began as a Summons and Complaint filed with the Pickens County Probate Court concerning the Estate of Thomas Cecil Bracken, deceased, Probate Court case #2002ES3900452. One cause of action in the Complaint sought to determine whether decedent owned certain real estate.

Pursuant to S.C. Code Section 62-1-302(c)(3), the cause of action to determine ownership of real estate was removed to the circuit court. A hearing upon the causes of action which remained before the Probate Court was held on August 6, 2003, resulting in the filing of an Amended Inventory and Appraisement which satisfied the relief sought by Plaintiffs in the Probate Court and the circuit court. Specifically, the Amended Inventory and Appraisement filed August 6, 2003 with the Probate Court included on Schedule A therein the real estate which was the subject of the circuit court cause of action. That is, the Personal Representatives of decedent's estate acknowledge that decedent owned the real estate in question. It is therefore appropriate to dismiss the circuit court action. In order to establish a clear chain-of-title for all decedent's real estate, however, another matter must be addressed.

Thomas Cecil Bracken, by his attorney-in-fact Linda B. Evatt, executed a deed dated March 8, 2000 and recorded March 9, 2000 in Pickens County Deed Book 533 at Page 221. This deed purported to convey to The Bracken Family Trust that certain real estate containing 35.94 acres located on the west side of Turner Hill Road, near Highway 123, Pickens County, South Carolina, with reference being made to this recorded deed for the metes and bounds of the property conveyed therein.

Thomas Cecil Bracken, by his attorney-in-fact Linda B. Evatt, executed another deed dated March 8, 2000 and recorded March 9, 2000 in Pickens County Deed Book 533 at Page 223. This deed purported to The Bracken Family Trust that certain real estate containing on-half acre located off the west side of Turner Hill Road, with reference being made to the recorded deed for the metes and bounds of the property conveyed therein.

The deeds described above, as well as other assets and issues, were involved in the case Alvin T. Bracken, et al. v. Linda B. Evatt, et al., #2001-CP-39-344, which was settled by Consent Order filed February 19, 2002. The Order filed February 19, 2002 provided that all assets owned by Thomas Cecil Bracken, The Bracken Family Trust, and the Bracken Family Foundation shall be administered as the Estate of Thomas Cecil Bracken, deceased, in the Pickens County Probate Court.

The Order filed February 19, 2002 did not, however, set aside the deeds to the Trust. In order to distribute this real estate as part of the Estate, it is necessary that these deeds be set aside so that title to this property reverts to Thomas Cecil Bracken, and the same shall be ordered.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

(a) The deed from Thomas Cecil Bracken to The Bracken Family Trust recorded in Deed Book 533 at Page 221 is null, void, and hereby set aside so that Thomas Cecil Bracken owned at his death the property described in this deed.

The Register of Deeds for Pickens County shall mark her indices accordingly.

(b) The deed from Thomas Cecil Bracken to The Bracken Family Trust recorded in Deed Book 533 at Page 223 is null, void, and hereby set aside so that Thomas Cecil Bracken owned at his death the property described in this deed.

The Register of Deeds for Pickens County shall mark her indices accordingly.

(c) This action is dismissed.

AND IT IS SO ORDERED.

DATE: 4/29/03

S/ Henry F. Floyd
Presiding Judge, 13th Judicial Circuit

I CONSENT:

James M. Robinson
James M. Robinson, attorney for Plaintiffs

I CONSENT:

S. Allan Hill
S. Allan Hill, attorney for Defendants

COUNTY OF PICKENS

IN THE MATTER OF Thomas Cecil Bracken, Deceased

CASE NUMBER 2002ES3900452

ACCOUNTING

☒ FINAL☐ INTERIM #

The undersigned Personal Representative(s) submits this accounting, which covers the period from March 12, 2000 through December 21, 2004.

The documentation on the reverse side of this form sets forth a complete accounting for the period specified, which is summarized as follows:

Beginning Balance	\$217,004.00
Plus: Receipts	\$0.00
Subtotal	\$217,004.00
Less: Disbursements	-\$217,004.00
Ending Balance	\$0.00

The Personal Representative(s) declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representative(s).

SWORN to before me this _____ day
of _____, 20____
Notary Public for South Carolina
My commission expires: _____

Signature: _____
Name: Linda B. Evalt
Address: 1487 Old Easley Highway
Easley, SC 29640
Telephone (O): _____
(H): 864-269-1367

Signature: _____
Name: Barry H. Bracken
Address: 105 Bracken Lane
Easley, SC 29642
Telephone (O): _____
(H): 864-269-4081

RECEIPTS (Assets received into estate)		DISBURSMENTS (Assets disbursed/paid out from estate)	
None		\$45,500.00	Thomas C. Bracken, Jr. Cash Disbursed Pursuant to Court Order
		\$500.00	Personal Property Distributed Pursuant to Court Order
			Alvin T. Bracken Cash Disbursed Pursuant to Court Order
		\$40,000.00	
		\$97,810.00	Linda B. Evatt, Barry H. Bracken, Daniel R. Bracken Distribution of Real Estate
		\$5,500.00	Miscellaneous Personal Property
		\$27,694.00	Remaining Funds
		*Probate fees, funeral expenses, and legal fees paid with non-probate assets	
Total	\$0.00	\$217,004.00	

IN THE MATTER OF THOMAS CECIL BRACKEN, DECEASED

CASE NUMBER 2002ES3900452

PETITION FOR SETTLEMENT



1. The undersigned as the Personal Representative(s) has/have collected and managed the assets of the estate; has/have paid all lawful claims against the estate; either has/have distributed assets or propose(s) to distribute as designated on the Proposal for Distribution; and has/have performed all other required acts pertaining to estate of decedent.
2. The Personal Representative(s) has/have filed:
 - ☒ Proof of Publication.
 - ☒ an Inventory.
 - ☒ a Proposal for Distribution.
 - ☒ a Final Accounting.
 - ☒ all required returns (including final income tax return, fiduciary income tax return, estate tax return). If not, please explain.
3. The time period for submission of claims has expired.
4. I request that the Court issue Orders as appropriate together with such other Orders as the law may require and as the Court may deem applicable and proper.
5. I request that the Court: (check all that apply)
 - ☒ A. Consider and approve an accounting and, if applicable, the proposal for distribution.
 - ☒ B. Approve the distributions previously made and authorize the Personal Representative(s) to transfer title to the assets and distribute them to the distributees in the amount and manner set forth in the Proposal for Distribution (Form #410PC).
 - ☒ C. Find that the decedent died testate and make a determination of the testacy status and beneficiaries of the decedent.
 - ☐ D. Find that the decedent died intestate and make a determination of the heirs at law of the decedent.
 - ☒ E. Discharge, or set forth the conditions of the termination of the appointment of the Personal Representative, and the release of the Personal Representative's bond, if any.
 - ☐ F. (Other:)
6. Notice of right to demand hearing and copies of the final accounting, the proposal for distribution [if applicable], and this petition have been/are being sent to all interested persons as required by law.

Executed this 21st day of December, 2004.

SWORN to before me this 21st day of December, 2004

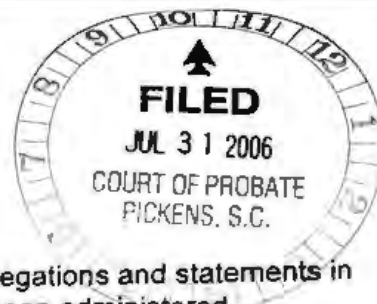
Sarah A Crook
Notary Public for South Carolina
My commission expires: 12/10/2013

Signature: Linda B. Evatt
Name: Linda B. Evatt
Address: 1487 Old Easley Highway
Easley, SC 29640
Telephone (O): _____
(H): 864-269-1367

Signature: Barry H. Bracken
Name: Barry H. Bracken
Address: 105 Bracken Lane
Easley, SC 29642
Telephone (O): _____
(H): 864-269-4081

IN THE MATTER OF THOMAS CECIL BRACKEN, DECEASED

CASE NUMBER 2002ES3900452



ORDER CLOSING ESTATE

Upon the consideration of the Petition for Settlement, it appears to the Court that the allegations and statements in the Petition are true and correct; that all required notices have been given; that this estate has been administered according to the laws of South Carolina and the Orders of this Court; that the Estate should be closed in accordance with the Court's Order and

X (Testate-Complete Settlement) That the decedent's will dated January 20, 2000 and codicil(s) dated N/A, which was/were previously admitted to probate, constitute the valid unrevoked Last Will and Testament of the decedent.

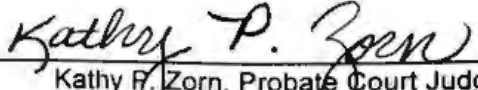
(Intestate-Complete Settlement) That the decedent died leaving no valid unrevoked Last Will and Testament.

(Other:) Settlement of Account

IT IS HEREBY ORDERED

- X 1. That the final account and proposal for distribution is approved.
- 2. That the Personal Representative(s) is/are authorized and directed to deliver and distribute title and possession of the assets of this estate to the distributees in the amount and manner set forth in the Proposal of Distribution.
- 3. That, upon compliance with this Court's Order as set forth in #2 above and upon presentation of proper proof of such compliance, the appointment of the Personal Representative(s) shall be terminated and the estate closed.
- X 4. That the Personal Representative(s) is/are released and discharged as the Personal Representative(s).
- X 5. That the appointment of the Personal Representative(s) is/are hereby terminated and this estate is closed.
- 6. (Other:)

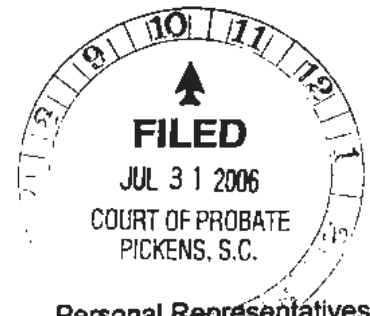
Executed this 31st day of July, 2006.


Kathy P. Zorn, Probate Court Judge

COUNTY OF PICKENS

IN THE MATTER OF THOMAS CECIL BRACKEN, DECEASED

CASE NUMBER 2002ES3900452



TERMINATION OF APPOINTMENT

The appointment of Linda B. Evatt and Barry H. Bracken Personal Representatives for the above estate are hereby terminated for the following reason(s):

X Satisfactory Completion of Assigned Duties

Death

Disability

Voluntary Resignation

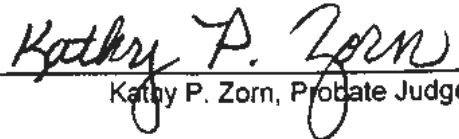
Removal

Change of Testacy Status

Special Administrator

Other (specify):

Executed this 31st day of July, 2006.


Kathy P. Zorn, Probate Judge

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF PICKENS

IN THE MATTER OF THOMAS CECIL BRACKEN, DECEASED

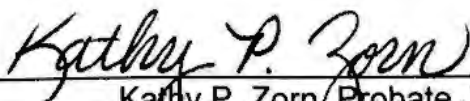
CASE NUMBER 2002ES3900452



CERTIFICATE OF DISCHARGE

This is to certify
that the personal representative(s)
in the above estate
appear(s) to have completed the administration
and this Court has closed this estate
by order dated July 31, 2006.

Executed this 31ST day of July, 2006.


Kathy P. Zorn, Probate Judge

Return To Chain Deeds

STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
 COUNTY OF PICKENS)

IN THE MATTER OF Thomas Cecil Bracken, deceased
Case No. 2002ES3900452

Alvin T. Bracken and Thomas C.
 Bracken, Jr.

Plaintiffs,

vs.

Linda B. Evatt, individually and as Personal
 Representative of the Estate of Thomas
 Cecil Bracken, deceased; Barry H.
 Bracken, individually and as Personal
 Representative of said Estate; and
 Daniel R. Bracken,

Defendants.

ORDER APPROVING SETTLEMENT
 AGREEMENT



This matter is before the Court upon the parties' agreement to settle all contested issues arising out of the above estate. A hearing was held on July 8, 2004 in Pickens, South Carolina to consider the proposed settlement. Linda B. Evatt and Barry H. Bracken as Personal Representatives of this estate, and Daniel R. Bracken, individually, were present with their attorney S. Allan Hill. Thomas C. Bracken, Jr. and Alvin T. Bracken were present with their attorney James M. Robinson.

The parties have agreed to settle all issues related to the probate of decedent's estate upon the following terms:

1. Thomas C. Bracken, Jr. shall accept the sum of \$45,000.00 and ~~one wagon wheel~~ ^{* SEE ATTACHED} ~~coffee table, two~~ ^{one} painted portraits of his parents, and ~~one grandfather clock~~ as settlement in full of all his interest in and claims against Defendants.
2. Alvin T. Bracken shall accept the sum of \$40,000.00 as settlement in full of all his interest in and claims against Defendants.
3. Alvin T. Bracken and Thomas C. Bracken, Jr. shall be responsible for and shall pay

the bill for \$ 2240.00 from Smith Surveyors and the bill for \$ 250.00 from Pilgrim-Phillips Appraisal Service.

4. All parties in the case agreed, individually and in their respective offices, for and in consideration of the amounts paid to and for the agreement to settle with, for themselves, their heirs, executors, administrators, successors, and assigns, to mutually release, acquit and forever discharge each other, their agents, employees, officers successors, representatives, and assigns, from any and all manner of actions, causes of action, suits, debts, accounts, judgments, claims and demands whatsoever, in law or in equity, as a result of or arising out of or in any way connected with the Estate of Thomas Cecil Bracken, or any other related documents, including but not limited to, trusts, foundations, wills, auto titles, bank accounts, insurance, and deeds. Further, all agree, to bring complete closure, and as further consideration and inducement for this compromised settlement, that the settlement shall apply also to unknown and unanticipated or anticipated injuries or damages resulting from the above described Estate, as well as those now known and disclosed.

5. The parties further agree to execute any document necessary in the closing of the Estate to give effect to this settlement agreement, including, but not limited to, deeds and other documents necessary to clear any title problem which may arise due to this Agreement's resulting distribution of assets from the Estate and the South Carolina laws regarding real estate transactions and successors in interest.

6. Personal Representatives Linda B. Evatt and Barry H. Bracken, as well as Plaintiffs Thomas Cecil Bracken, Jr., and Alvin T. Bracken each testified that each understood the terms of this agreement; each consented to these terms voluntarily and without coercion or duress; each believed the terms to be fair to all parties in light of all circumstances, including the uncertain outcome of litigation; each was satisfied with the services of his or her respective attorney; and no party was under the influence of any drugs or alcohol which might impair their judgment.

Based upon the testimony and the consents executed below, I find that this settlement agreement is fair and is therefore approved and adopted as the order of this Court.

AND IT IS SO ORDERED.

Date: July 8, 2004

Kathy P. Zorn
Kathy P. Zorn, Judge
Pickens County Probate Court

I Consent:

Linda B. Evatt
Linda B. Evatt, Personal Representative

Barry H. Bracken
Barry H. Bracken, Personal Representative

I Concur:

S. Allan Hill
S. Allan Hill, attorney for Personal Representatives

I Consent:

Thomas C. Bracken, Jr.
Thomas C. Bracken, Jr.

Alvin T. Bracken
Alvin T. Bracken

I Concur:

James M. Robinson
James M. Robinson, attorney for Thomas C. Bracken, Jr. and Alvin T. Bracken

David A. Bracken

ATTACHMENT TO SETTLEMENT AGREEMENT

* #1 PARAGRAPH IS AMENDED TO STATE
THAT THOMAS C. BRACKEN, JR. SHALL
RECEIVE THE FOLLOWING:

- 2 MARBLE TOP END TABLES
- 1 MARBLE TOP COFFEE TABLE
- 1 LIVING ROOM SOFA W/ MARBLE TRIM
- 1 DEN SOFA - L SHAPED
- 1 STEREO W/ 2 SPEAKERS
- ALL PERSONAL PHOTOS

IN ADDITION, DEFENDANTS SHALL PAY
AN ADDITIONAL SUM OF \$500.00 TO
THOMAS C. BRACKEN, JR FOR SETTLEMENT
OF ALL ISSUES RELATED TO THE
MOTOR VEHICLES & TITLES FOR:

- 1990 LINCOLN TOWN CAR
- 1996 LINCOLN TOWN CAR
- 1994 DODGE DAKOTA PICK UP TRUCK

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF PICKENS	)	
	)	
Alvin T. Bracken and Thomas C. Bracken, Jr.,	)	
	)	
Plaintiffs,	)	ORDER FOR JUDGMENT
	)	2003-CP-39-1019
vs.	)	
	)	
Linda B. Evatt, individually and as Personal Representative of the Estate of Thomas Cecil Bracken, deceased;	)	
Barry H. Bracken, individually and as Personal Representative of said Estate; and Daniel R. Bracken,	)	
	)	
Defendants.	)	

000021727 09/15/2003 11:57AM
 Filed At Register of Deeds
 Pickens County SC
 Fees Paid \$5.00

SEP - 2 P 12:28
 PICKENS COUNTY COURT

This matter is before the Court upon the parties' agreement to dismiss this action upon the terms set forth herein.

This action began as a Summons and Complaint filed with the Pickens County Probate Court concerning the Estate of Thomas Cecil Bracken, deceased, Probate Court case #2002ES3900452. One cause of action in the Complaint sought to determine whether decedent owned certain real estate.

Pursuant to S.C. Code Section 62-1-302(c)(3), the cause of action to determine ownership of real estate was removed to the circuit court. A hearing upon the causes of action which remained before the Probate Court was held on August 6, 2003, resulting in the filing of an Amended Inventory and Appraisement which satisfied the relief sought by Plaintiffs in the Probate Court and the circuit court. Specifically, the Amended Inventory and Appraisement filed August 6, 2003 with the Probate Court included on Schedule A therein the real estate which was the subject of the circuit court cause of action. That is, the Personal Representatives of decedent's estate acknowledge that decedent owned the real estate in question. It is therefore appropriate to dismiss the circuit court action. In order to establish a clear chain-of-title for all decedent's real estate, however, another matter must be addressed.

Thomas Cecil Bracken, by his attorney-in-fact Linda B. Evatt, executed a deed dated March 8, 2000 and recorded March 9, 2000 in Pickens County Deed Book 533 at Page 221. This deed purported to convey to The Bracken Family Trust that certain real estate containing 35.94 acres located on the west side of Turner Hill Road, near Highway 123, Pickens County, South Carolina, with reference being made to this recorded deed for the metes and bounds of the property conveyed therein.

Thomas Cecil Bracken, by his attorney-in-fact Linda B. Evatt, executed another deed dated March 8, 2000 and recorded March 9, 2000 in Pickens County Deed Book 533 at Page 223. This deed purported to The Bracken Family Trust that certain real estate containing on-half acre located off the west side of Turner Hill Road, with reference being made to the recorded deed for the metes and bounds of the property conveyed therein.

The deeds described above, as well as other assets and issues, were involved in the case Alvin T. Bracken, et al. v. Linda B. Evatt, et al., #2001-CP-39-344, which was settled by Consent Order filed February 19, 2002. The Order filed February 19, 2002 provided that all assets owned by Thomas Cecil Bracken, The Bracken Family Trust, and the Bracken Family Foundation shall be administered as the Estate of Thomas Cecil Bracken, deceased, in the Pickens County Probate Court.

The Order filed February 19, 2002 did not, however, set aside the deeds to the Trust. In order to distribute this real estate as part of the Estate, it is necessary that these deeds be set aside so that title to this property reverts to Thomas Cecil Bracken, and the same shall be ordered.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

(a) The deed from Thomas Cecil Bracken to The Bracken Family Trust recorded in Deed Book ^{*}533 at Page 221 is null, void, and hereby set aside so that Thomas Cecil Bracken owned at his death the property described in this deed.

The Register of Deeds for Pickens County shall mark her indices accordingly.

(b) The deed from Thomas Cecil Bracken to The Bracken Family Trust recorded in Deed Book ^{*}533 at Page 223 is null, void, and hereby set aside so that Thomas Cecil Bracken owned at his death the property described in this deed.

The Register of Deeds for Pickens County shall mark her indices accordingly.

(c) This action is dismissed.

AND IT IS SO ORDERED.

DATE: 8/29/03

s/Henry F. Floyd
Presiding Judge, 13th Judicial Circuit

I CONSENT:

James M. Robinson
James M. Robinson, attorney for Plaintiffs

I CONSENT:

S. Allan Hill
S. Allan Hill, attorney for Defendants

TRUE COPY

Lejette Baskin
CLERK OF COURT
PICKENS COUNTY, S.C.

COUNTY ASSESSOR
222 McDANIEL AVE., B-8
PICKENS, SC 29671

COUNTY AUDITOR
222 McDANIEL AVE., B-7
PICKENS, SC 29671

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF PICKENS)

Alvin T. Bracken and Thomas C.
Bracken, Jr.,)

Plaintiffs,)

ORDER FOR JUDGMENT
2003-CP-39-1019

vs.)

Linda B. Evatt, individually and as
Personal Representative of the Estate
of Thomas Cecil Bracken, deceased;
Barry H. Bracken, individually and as
Personal Representative of said
Estate; and Daniel R. Bracken,)

Defendants.)

000021728 09/15/2003 11:41:44AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$5.00

2003 SEP -2 P 12:28

COURT
COUNTY
CLERK

This matter is before the Court upon the parties' agreement to dismiss this action upon the terms set forth herein.

This action began as a Summons and Complaint filed with the Pickens County Probate Court concerning the Estate of Thomas Cecil Bracken, deceased, Probate Court case #2002ES3900452. One cause of action in the Complaint sought to determine whether decedent owned certain real estate.

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The Order filed February 19, 2002 did not, however, set aside the deeds to the Trust. In order to distribute this real estate as part of the Estate, it is necessary that these deeds be set aside so that title to this property reverts to Thomas Cecil Bracken, and the same shall be ordered.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

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The Register of Deeds for Pickens County shall mark her indices accordingly.

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The Register of Deeds for Pickens County shall mark her indices accordingly.

(c) This action is dismissed.

AND IT IS SO ORDERED.

DATE: 8/29/03

s/Henry F. Floyd
Presiding Judge, 13th Judicial Circuit

I CONSENT:

James M. Robinson
James M. Robinson, attorney for Plaintiffs

I CONSENT:

S. Allan Hill
S. Allan Hill, attorney for Defendants

TRUE COPY

Levette Baskin
CLERK OF COURT
PICKENS COUNTY, S.C.

COUNTY ASSESSOR
222 McDANIEL AVE., B-8
PICKENS, SC 29671

COUNTY AUDITOR
222 McDANIEL AVE., B-7
PICKENS, SC 29671

The attorney and firm preparing this instrument have made no record search or title examination of the subject property, and make no representation with respect to the same to the Grantor, Grantee, or any other person or party.

000003926 BKD0533 PG00223

DRAWN BY AND

MAIL TO:

Brown & Associates, PLLC
7400 Carmel Executive Park
Suite 120
Charlotte, North Carolina 28226

NAME AND ADDRESS OF TAXPAYER:

Thomas Cecil Bracken
152 Turner Hill Road
Easley, South Carolina 29642
K13-00-100R Tax Map I D

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

) TITLE TO REAL ESTATE
) QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that Thomas Cecil Bracken of Easley, SC, Pickens County, hereinafter known as "Grantor", by and through his true and lawful attorney-in-fact, Linda B. Ewalt, in the State and County aforesaid, for and in consideration of a no consideration quitclaim of any title, to The Bracken Family Trust, hereinafter the "Grantee", has granted, bargained, sold, QUITCLAIMED and released unto the said Grantee, its heirs and assigns forever, and by these presents does grant, bargain, sell, QUITCLAIM and release, all of the Grantor's right, title and interest in the following described real property, to wit:

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 beforementioned unto the said Grantee, its Heirs and Assigns forever.

Quitclaim of title to real estate as more particularly described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in Pickens County, State of South Carolina, in the Croswell School District on the West side of Turner Hill Road, containing One-half (1/2) acre, more or less, and more fully described as follows, to wit:

BEGINNING at an iron pin at the Southeast corner of the lot, which iron pin is located on the North side of the farm road running from Turner Hill Road through the lands of the grantors and located 690' Westerly from the Turner Hill Road, running thence along the North side of the farm road 30', more or less, to an iron pin on the terrace; thence Northwesterly along the terrace and following the curve of the same (upon which is now planted a white pine hedge) approximately 210' to a point on the line of lands of Chandler North 78 degrees East 105' more or less to an iron pin on terrace; thence along the terrace following the curve thereof 210', more or less, to an iron pin on terrace; thence in a Southerly direction 40', more or less, to the BEGINNING corner; and being a portion of the lands conveyed to A.T. Bracken and Frederica Bracken by B.A. Chapman by deed dated March 30, 1942 and recorded in Deed Book 4-V, at Page 121, in the office of the Clerk of Court for Pickens County, South Carolina.

ALSO, a right of way 10' feet in width for purposes of ingress, egress and regress to

000003926 BKD0533 PG00224
and from the premises hereinabove conveyed and the Turner Hill Road along and across the farm road running from the Turner Hill Road through lands of the grantors, which farm road adjoins the premises herein conveyed as Southern boundary.

WITNESS the Hand and Seal of the Grantor, by and through his true and lawful attorney-in-fact, Linda B. Evatt, this the 9 day of March, in the year of our Lord Two Thousand.

IN WITNESS WHEREOF, the said Grantor, by and through his true and lawful attorney-in-fact, Linda B. Evatt, has signed and sealed these presents the day and year first above written.

Linda B. Evatt

Linda B. Evatt

Attorney-in-Fact for Thomas Cecil Bracken

[Signature]
Witness Signature

Dennis M. Brown, Jr.
Print Witness Name

Faye Darlene Hall
Witness Signature

FAYE DARLENE HALL
Print Witness Name

STATE OF SOUTH CAROLINA)

PROBATE

GEORGE N. BRYANT
COUNTY AUDITOR
222 McDANIEL AVE., B-7
PICKENS, SC 29671

COUNTY OF Pickens)

Personally appeared before me the undersigned witnesses and made oath that they saw the within named grantor, by and through his true and lawful attorney-in-fact, Linda B. Evatt, sign, seal and as the grantor's act and deed, deliver the within written Deed and that they witnessed the execution thereof.

SWORN to before me this 9 day of March, 2000.

[Signature]
Witness Signature

Faye Darlene Hall
Witness Signature

Jennifer E. Smith
Notary Public for South Carolina

My Commission Expires: May 2005

[Notary Seal]

000003926
RECORDED 03/09/2000 08:46:34AM
Bk: D0533 Pg: 00223 Pages: 2
Fee: 10.00 State: 0.00
County: 0.00 Exempt: ☒
Pickens County, SC
Register of Deeds

PICKENS COUNTY TAX ASSESSOR
222 McDANIEL AVE, B-8
PICKENS, SC 29671

The attorney and firm preparing this instrument have made no record search or title examination of the subject property, and make no representation with respect to the same to the Grantor, Grantee, or any other person or party.

DRAWN BY AND**MAIL TO:**

Brown & Associates, PLLC
7400 Carmel Executive Park
Suite 120
Charlotte, North Carolina 28226

NAME AND ADDRESS OF TAXPAYER:

Thomas Cecil Bracken
152 Turner Hill Road
Easley, South Carolina 29642
K 13 - 00 - 100 R Tax Map 10

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

) TITLE TO REAL ESTATE
) QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that Thomas Cecil Bracken of Easley, SC, Pickens County, hereinafter known as "Grantor", by and through his true and lawful attorney-in-fact Linda B. Evatt, in the State and County aforesaid, for and in consideration of a no consideration quitclaim of any title, to The Bracken Family Trust, hereinafter the "Grantee", has granted, bargained, sold, QUITCLAIMED and released unto the said Grantee, its heirs and assigns forever, and by these presents does grant, bargain, sell, QUITCLAIM and release, all of the Grantor's right, title and interest in the following described real property, to wit:

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 beforementioned unto the said Grantee, its Heirs and Assigns forever.

Quitclaim of title to real estate as more particularly described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in Pickens county, State of South Carolina, in the Croswell School District on the West side of Turner Hill Road and near S.C. Highway 123 and containing 35.94 acres, more or less, bounded on the North by lands of Chandler, on the West by lands of Looper and having the following courses and distances according to plat of J. Coke Smith, Surveyor, dated April 5, 1945.

BEGINNING at an iron pin on the road, the Northern corner of said tract; running S 78-30 W 2080' to a stone; thence S 14-15 W 579-5' to an iron pin; thence S 38-45 E 330' to an iron pin; thence N 72-33 E 2213-85' to an iron pin; thence N 37-00 W 208-75' to an iron pin; thence N 72-33 E 208-75' to an iron pin on the West side of Turner Hill Road; thence N 37-00 W 91-65' to a point; thence N 31-45 W 300' to the BEGINNING corner and being a portion of the lands conveyed to A.T. and Frederica Bracken by B.A. Chapman by deed dated March 30, 1942, recorded in Deed Book 4-V at Page 121 in the office of the Clerk of Court for Pickens County, South Carolina.

WITNESS the Hand and Seal of the Grantor, by and through his true and lawful attorney-in-fact, Linda B. Evatt, this the 7 day of March, 2000, in the year of our Lord Two Thousand.

IN WITNESS WHEREOF, the said Grantor, by and through his true and lawful attorney-in-fact, Linda B. Evatt, has signed and sealed these presents the day and year first above written.

Linda B. Evatt

Linda B. Evatt

Attorney-in-Fact for Thomas Cecil Bracken

[Signature]

Witness Signature

DONALD M. BROWN

Print Witness Name

Faye Darlene Hall

Witness Signature

Faye Darlene Hall

Print Witness Name

PICKENS COUNTY TAX ASSESSOR
222 McDANIEL AVE., B-8
PICKENS, SC 29671
PROBATE

STATE OF SOUTH CAROLINA)

COUNTY OF Pickens)

Personally appeared before me the undersigned witnesses and made oath that they saw the within named grantor, by and through his true and lawful attorney-in-fact, Linda B. Evatt, sign, seal and as the grantor's act and deed, deliver the within written Deed and that they witnessed the execution thereof.

SWORN to before me this 7 day of March, 2000.

[Signature]

Witness Signature

[Signature]

Notary Public for South Carolina

My Commission Expires: May 1, 2005

[Notary Seal]

Faye Darlene Hall

Witness Signature

000003925
RECORDED 03/09/2000 08:46:31AM
Bk:D0533 Pg:00221 Pages:2
Fee:10.00 State:0.00
County:0.00 Exempt: ✓
Pickens County, SC
Register of Deeds

GEORGE N. BRYANT
COUNTY AUDITOR
222 McDANIEL AVE., B-7
PICKENS, SC 29671

STATE OF SOUTH CAROLINA) DURABLE POWER OF ATTORNEY
) OF
 COUNTY OF PICKENS) THOMAS CECIL BRACKEN

KNOW ALL MEN BY THESE PRESENTS that as principal (the "Principal") I, Thomas Cecil Bracken, a resident of Easley, South Carolina, the state and county aforesaid, have made, constituted and appointed and by these presents do make, constitute, and appoint my daughter, Linda B. Evatt, my true and lawful Attorney in Fact ("Attorney") for the purposes hereinafter set forth.

Said appointment is to take effect when my physician believes I am incapacitated to manage my personal affairs.

ARTICLE I

Empowerment of Attorney

Attorney is authorized in Attorney's absolute discretion from time to time and at any time with respect to my property, real or personal, at any time owned or held by me and without authorization of any court and in addition to any other rights, powers or authority granted by any other provision of this Power of Attorney or by statute or general rules of law (and regardless of whether I am mentally incompetent or physical or mentally disabled or incapable of managing my property and income), with full power of substitution, as follows:

A. Powers in General

To do and perform all and every act, deed, matter, thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the superficially enumerated powers described below being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof.

B. Powers Relating to Management of Assets

1. To buy, received, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Attorney shall think proper; and no person dealing with Attorney shall be bound to see to the application of any monies paid;

2. To take, hold, possess, invest, or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or lease any property, real or personal for me or my benefit, as lessee, with or without issues and profits of my property;

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 Filed At Register of Deeds
 Pickens County SC
 Fees Paid \$14.00

3. To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, waivers, releases, undertakings, satisfactions, acknowledgments and such other documents or instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;
4. To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration;
5. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of the investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rules of law concerning investments by fiduciaries;
6. To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Attorney, including the power to incorporate the business and to put additional capital into the business, for such time as Attorney shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for Attorney's own negligence; and to close out, liquidate, or sell the business at such time and upon such terms as Attorney shall deem best;
7. To transfer all of my stock and/or securities to my Attorney, as agent (with the beneficial ownership thereof remaining in me) if necessary or convenient in order to exercise the powers with respect to such stock and/or securities granted herein;
8. To sell or exercise stock subscription or conversion rights;
9. To refrain from voting or to vote shares of stock owned by me at shareholders' meetings in person or by special, limited or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting my property;
10. To participate in any plan of reorganization or consolidation or merger involving any company or companies with respect to stock or other securities which I own and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by Attorney pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as Attorney may deem advisable in

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connection therewith.

C. Powers Relating to Management of Assets and/or Custody of Person

1. To prepare, execute, and file joint or separate income and other tax returns and amended returns and declarations of estimated tax for any year or years; to prepare, execute and file gift tax returns made by me or by Attorney on my behalf for any year or years; to consent to any gift and to utilize any gift splitting provision; to utilize or make any tax election; and to prepare, sign and file claims for refund of any tax and other governmental reports, applications, requests, and documents;
2. To deposit in my name and for my account, with any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution, all moneys to which I am entitled or which may come into Attorney's hands as such attorney-in-fact, and all other securities for money belonging to me, and for that purpose to sign my name and to endorse each and every instrument for deposit or collection; and from time to time, or at any time, withdraw any or all moneys deposited to my credit at any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution having moneys belonging to me, and, in connection therewith, to draw checks or to make withdrawals in my name; to make, do, execute, acknowledge and deliver, for and upon my behalf and in my name, all such checks, notes and contracts;
3. To endorse, receive and collect checks payable to my order drawn on the Treasurer or other fiscal officer or depository of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof, or any private person, firm, corporation, or partnership;
4. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting Attorney to exercise this power;
5. To make, do, and transact all and every kind of business of any nature or kind whatsoever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, or any rebate, refund, or discount thereon, which may now or hereafter be due, owing, or payable by me or to me;
6. To institute, prosecute, defend, abandon, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation involving me, my property or any interests of mine;

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7. To borrow money and to encumber, mortgage or pledge any and all of my property in connection with the exercise of any power vested in Attorney;

8. To deal with Attorney in Attorney's individual, or any fiduciary, capacity, in buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions;

9. To employ and dismiss and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, real estate agents and/or brokers, and other assistants and advisors deemed by Attorney needful for the proper administration of my property, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such agent or professional representative were selected and retained with reasonable care;

10. To purchase for my benefit and in my behalf United States government bonds redeemable at par in payment of United States Estate Taxes imposed at my death upon my estate;

11. To apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

12. To insure my property against damage or loss and against liability with respect to third persons; and

13. To pay and adjust debts incurred by me or by my attorney-in-fact in connection with any power authorized hereunder.

D. Powers Relating to Custody of Person

1. To establish where I shall reside, including the exact physical location, and the city, county, and state of residence and, if necessary, to establish where I shall reside and make all necessary arrangement for me at any hospital, convalescent institution, nursing home or similar establishment, to have and exercise all rights on my behalf which I may have and have and exercise all rights on my behalf which I may have and possess at such residence or institution and to report such address as my official address to the United States Post Office and any other person, firm, corporation or governmental agency as may be necessary, desirable, convenient or appropriate;

2. To employ, dismiss, and compensate medical personnel including physicians, surgeons, dentists, medical specialists, nurses, and paramedical assistants deemed by Attorney needful for the proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or default of any such physician or other medical personnel, provided such physician or other medical personnel were selected and retained with reasonable

care;

3. To authorize any and all kinds of medical procedures and treatment including but not limited to medication, therapy, surgical procedures, and dental care, and to consent to all such treatment, medication or procedures where such consent is required; to obtain the use of medical equipment, devices or other equipment and devices deemed by Attorney needful for proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or fault with respect to such medical treatment or other matters authorized herein;

4. To purchase, dispose of and abandon clothing, food, medicine, household and personal effects of all kinds;

5. To arrange for transportation and travel for me for any purpose, including medical treatment or recreation;

6. To make advance arrangements for funeral services including but not limited to purchase of a burial plot and marker and such other and related arrangements for services, flowers, ministerial services, transportation and other necessary, related, convenient or appropriate goods and services as my Attorney shall deem advisable or appropriate under the circumstances;

7. To apply for, elect, deposit and utilize on my behalf all benefits payable by any governmental body or agency, state, federal, county, city or other and to obtain, make claim upon, collect and dispose of insurance and insurance proceeds for my care, custody and control;

8. To provide for housing, support and maintain any animals which I own and to contract for and pay the expenses of proper veterinary care and treatment for such animals.

ARTICLE II

Termination, Amendment, Resignation and Removal

A. Power Not Affected by Principal's Incapacity

This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing her own estate. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

B. Termination

This power of attorney shall remain in full force and effect until the earlier of the following events: (i) Attorney has resigned as provided herein; (ii) I have revoked this General Power of Attorney by written instrument recorded in the public records of the county aforesaid;

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or (iii) a conservator shall have been appointed for me by a court of competent jurisdiction. This power of attorney may be amended by me at any time and from time to time but such amendment shall not be effective as to third persons dealing with Attorney without notice of such amendment unless such amendment shall have been recorded in the public records of the county aforesaid.

C. Resignation

In the event that Attorney shall become unable or unwilling to serve or continue to serve, then Attorney may resign by delivering to me in writing a copy of Attorney's resignation and recording the original in the public records of the county aforesaid. Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this General Power of Attorney.

D. Removal

Any person named herein as Attorney may be removed by written instrument executed by me and recorded in the public records of the county aforesaid.

ARTICLE III

Incidental Powers and Binding Effect

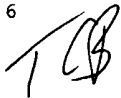
In connection with the exercise of the powers herein described, Attorney is fully authorized and empowered to perform any other acts or things necessary, appropriate, or incidental thereto, with the same validity and effect as if I were personally present, competent, and personally exercised the powers myself. All acts lawfully done by Attorney hereunder during any period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind me and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled. The powers herein conferred may be exercised by my Attorney alone and the signature or act of Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person, acting on my own behalf and competent. No person who may act in reliance upon the representations of Attorney for the scope of authority granted to Attorney shall incur any liability to me or my estate as a result of permitting Attorney to exercise any power; nor shall any person dealing with Attorney be responsible to determine or insure the proper application of funds or property.

ARTICLE IV

Miscellaneous

A. Exculpation

Attorney, Attorney's heirs, successors and assigns are hereby released and forever



discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my will or under any trust which I have created or shall hereafter create or any person whomsoever on account of any failure to act of Attorney pursuant to this Power of Attorney.

B. Definitions

Whenever the word "Attorney" or any modifying or substituted pronoun therefor is used in this Power of Attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

C. Severability

If any part of any provision of this Power of Attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Power of Attorney.

D. Compensation

Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to any provision of this Power of Attorney, but Attorney shall not be entitled to compensation for services rendered hereunder.

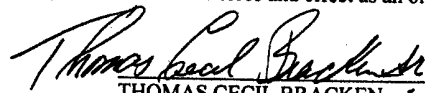
E. Restrictions

Notwithstanding any provision hereto to the contrary, Attorney shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Attorney, and (b) any trust created by Attorney as to which I am a trustee.

G. Construction

It is my intention that no property subject to this power shall be includable in the gross estate (for federal or South Carolina estate tax purposes) of Attorney under the Internal Revenue Code of 1986, as amended, or any other applicable section, if any, of federal and/or South Carolina law.

IN WITNESS WHEREOF, as principal, I have executed this Power of Attorney as of this 17th day of December, 1999, in two counterpart originals and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

 (SEAL)
THOMAS CECIL BRACKEN

The foregoing instrument was on this the 17th day of December, 1999, subscribed at the end thereof by Thomas Cecil Bracken, the above named Principal, and by his signed, sealed and declared to be his Durable Power of Attorney, in the presence of us, and each of us, who thereupon at his request and in his presence and in the presence of each other have hereunto subscribed our names as attesting witnesses thereto.

NAMESADDRESS

Brian K. James 400 East 2nd Ave Easley SC 29840
Laura B. Clements 9006 Monmouth Hwy Liberty SC 29657

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

PERSONALLY appeared before me Brian K. James and made oath that he saw the within named Thomas Cecil Bracken sign, seal and as his act and deed, deliver the within written Durable Power of Attorney and that he with Laura B. Clements witnessed the execution thereof.

Brian K. James

SWORN to and subscribed before me
 this 17th day of December, 1999.

Sue Whade
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission expires: 10/11/03

DR. L. GRANTHAM, ATTORNEY AT LAW, EASLEY, SOUTH CAROLINA

State of South Carolina,

COUNTY OF PICKENS



Know All Men by These Presents, That We, A. T. and Frederica Brackens

in the State aforesaid, - - - - -for - - - - -and - - - - - in consideration of the
sum of Four Thousand and no/100 - - - - -
to us paid by Milford Ray Brackens & Thomas Cecil Brackens
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 Milford Ray Brackens & Thomas Cecil Brackens, their heirs
and assigns, forever:

"All that certain piece, parcel or tract of land in the State
of South Carolina, County of Pickens, in the Crosswell School
District, on the West side of Turner Hill Road and near S. C.
Highway 123 and containing 35.94 acres, more or less, bounded
on the North by lands of Chandler, on the East by the road, on
the South by lands of Harold Acker, and on the West by lands
of Looper and having the following courses and distances ac-
cording to plat of J. Coke Smith, Surveyor, dated April 5, 1945:
BEGINNING at an iron pin on the road, the Northeastern corner
of said tract; running thence S 78-30 W 2080 feet to a stone;
thence S 14-15 W 579-5 feet to an iron pin; thence S 38-45
E 330 feet to an iron pin; thence N 72-33 E 2213-85 feet to
an iron pin; thence N 37-00 W 208-75 feet to an iron pin; thence
N 72-33 E 208-75 feet to an iron pin on the West side of Turner
Hill Road; thence N 37-00 W 91-65 feet to a point; thence N 31-45
W 300 feet to the BEGINNING corner and being a portion of the
lands conveyed to A. T. and Frederica Brackens by B. A. Chapman
by deed dated March 30, 1942, recorded in Deed Book 4-V at page
121 in the office of the Clerk of Court for Pickens County, South
Carolina."

EXCEPTING HOWEVER: (1) One tract of land in the Northeast corner
having the following distances: BEGINNING at an iron pin on the
West side of Turner Hill Road, which point is the Northeast
corner of the said tract; thence S 78-30 W 140 feet to an iron
pin; thence in a Southernly direction 160 feet to an iron pipe
(faucet); thence in a Southernly direction 110 feet to a water
oak; thence in an Easterly direction 188 feet to an iron pin

(OVER)

on the West side of Turner Hill Road; thence N 31-45 W 181 feet to the BEGINNING corner."

(2) One tract of land conveyed to our son, Thomas Cecil (T.C.) Brackens by deed dated Dec. 10, 1947, and recorded at Vol. 5-0, pages 36 and 37, in the records of Pickens County.

As to the first excepted tract of land, this tract is conveyed this date to Milford Ray and Thomas Cecil Brackens subject, however, to a life estate in the grantors.

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

Milford Ray Brackens & Thomas Cecil Brackens, their

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Milford Ray Brackens & Thomas Cecil Brackens, their

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

WITNESS OUR Hands and Seals this 30th day of April
in the year of our Lord one thousand nine hundred and fifty-one
and in the one hundred and seventy-fifth year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Olivia M. Stephens
Wm A. Robinson, Jr.

M. T. Brackner (SEAL)
Fredricka Brackner (SEAL)
____ (SEAL)
____ (SEAL)

State of South Carolina }
COUNTY OF PICKENS

Personally appeared before me Wm. A. Robinson, Jr.
and made oath that he saw the within named A. T. & Frederica Brackens
sign, seal and, acknowledge and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with Olivia M. Steppe witnessed the
execution thereof.

SWORN to before me this 30th

day of April, 1951

[Signature]
Notary Public for South Carolina.

[Signature]

State of South Carolina }
COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, Wm. A. Robinson, Jr. Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. Frederica Brackens
the wife of the within named A. T. Brackens
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,
ever, renounce, release and forever relinquish unto the within named Milford Ray Brackens
and Thomas Cecil Brackens, their heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this 30th

day of April

Anno Domini 1951

[Signature] (L. S.)
Notary Public for South Carolina.

[Signature]

RECORDED 4 DAY OF May 1951
AT 4 P. M.
BY E. P. McDANIEL, CCP & RMC

JULIEN D. WYATT, Attorney at Law, Pickens, South Carolina

State of South Carolina

COUNTY OF PICKENS

**Know All Men by These Presents, That We, A. T. Brackens and
Frederica Brackens**

In the State aforesaid, ----- for ----- and ----- In consideration of the
sum of **Fifty and no/100's (\$50.00)** - - - - - Dollars,
to us paid by **T. C. Brackens**
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 **T. C. Brackens,**

"ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, in Crosswell School District, West of the Turner Hill Road, containing One-half (1/2) acre, more or less, and more fully described as follows: BEGINNING at iron pin at the Southeast corner of the lot, which iron pin is located on the North side of the farm road running from the Turner Hill road through the lands of the grantors and located 670 feet Westerly from the Turner Hill road, running thence along the North side of the farm road Thirty (30) feet, more or less, to an iron pin on the terrace; thence Northwesterly along the terrace and following the curve of the same (upon which is now planted a white pine hedge) approximately Two Hundred Ten (210) feet to a point on the line of lands of Chandler, formerly belonging to Nelson; thence along the line of Chandler North 78 degrees East One Hundred Five (105) feet more or less to an iron pin on terrace; thence along the terrace following the curve thereof Two Hundred Ten (210) feet, more or less, to an iron pin on terrace; thence in a Southerly direction Forty (40) feet, more or less to the BEGINNING corner; and being a portion of the lands conveyed to A. T. Brackens and Frederica Brackens by B. A. Chapman by deed dated March 30, 1942, and recorded in Book of Deeds 4-V, at page 121, in the office of the Clerk of Court for Pickens County, South Carolina."

ALSO: A right of way Ten (10) feet in width for purpose of ingress, egress and regress to and from the premises hereinabove conveyed and the Turner Hill Road along and across the farm road running from the Turner Hill road through lands of the grantors, which farm road adjoins the premises herein conveyed as a southern boundary.

The grantors reserve to themselves and their heirs and assigns the right of refusal to purchase the premises hereinabove conveyed upon the following terms: In event the grantee, or his heirs,

secures and desires to make a bona fide sale of the premises, the grantee, or his heirs, shall notify the grantors, their heirs or assigns, in writing of such proposed sale and the terms thereof, and the grantors, their heirs or assigns, owners of the adjoining lands now owned by the grantors, shall have thirty (30) days from the date of such notice to exercise this option and shall indicate their intention to repurchase the premises at the proposed sale price by notice in writing to the grantee, or his heirs, and within ten (10) days thereafter, ~~and~~ the grantee, or his heirs, shall tender to the grantors, or their heirs and assigns, a proper deed of reconveyance with dower renounced and revenue stamps affixed according to the terms of the proposed sale.

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

T. C. Brackens, his

Heirs and Assigns forever.

And **We** do hereby bind **ourselves and our** Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

T. C. Brackens, his

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

WITNESS **our** Hand and Seal **this 10th** day of **December**
in the year of our Lord one thousand nine hundred and **forty seven**
and in the one hundred and **seventy second** year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Emily L. Johnston
Edna Jameson
Wm. H. O.

T. C. Bracken (SEAL)
Wm. H. O. (SEAL)
____ (SEAL)
____ (SEAL)

State of South Carolina

COUNTY OF PICKENS

PERSONALLY appeared before me *Emily R. Johnston*
and made oath that she saw the within named **A. T. Brackens and Frederica Brackens**
sign, seal and, as ~~the~~ **act** and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that she, with *Edna Jameson* witnessed the
execution thereof.

SWORN to before me this 10th

day of December, 1947
Webb R. Pepper (L.S.)
Notary Public for South Carolina.

Emily R. Johnston

State of South Carolina

COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, *Webb R. Pepper*, Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. **Frederica Brackens**
the wife of the within named **A. T. Brackens**
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
T. C. Brackens, his heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this 10th

day of December

Anno Domini 1947

Webb R. Pepper (L.S.)
Notary Public for South Carolina

Mrs. Frederica Brackens



RECORDED 2 DAY OF *March* 1948
AT 3 P. M.
BY E. P. McDANIEL, CCP & RMC

Revenue Stamps Cancelled, \$ 2.75 and cts.

State Stamps Cancelled, \$ 5.00 and cts.

B. A. Chapman

TO

A. T. Brackens and Frederica Brackens

The State of South Carolina,
COUNTY OF PICKENS

KNOW ALL MEN BY THESE PRESENTS, That I, B. A. Chapman of Pickens County, South Carolina

in the State aforesaid, for consideration of the
sum of Twenty One Hundred Fifty and no/100 (\$2150.00) DOLLARS,
to me paid by A. T. Brackens and Frederica Brackens
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
A. T. Brackens and Frederica Brackens, their heirs and assigns, forever;

"ALL that certain piece, parcel or tract of land, in the State of South Carolina, County of Pickens, in Crosswell School District on the West side of the Turner Hill road and near South Carolina Highway No. 13, and containing Thirty Seven and eight-tenths (37.8) acres, more or less, bounded on the North by lands of Nelson, on the East by the road, on the South by other lands of B. A. Chapman and on the West by the Collins land and having the following courses and distances according to a plat of S. C. Moon, dated August, 1911: BEGINNING at a point on the road, the Northeast corner of the tract, at Nelson's line and running thence with the road South 31 East 300 feet; thence with the road South 37 East 300 feet; thence South 72 $\frac{1}{2}$ West 214.2 feet; thence North 38 3/4 West 330 feet; thence North 14 East along Collins land 577 feet; thence with Nelson's line North 78 East 211.5 feet to the road, the BEGINNING corner and being a portion of the lands conveyed to B. A. Chapman by Fannie L. Chapman and Tweetie A. Latham by deed dated June 9, 1928 and recorded in Book of Deeds 3-U at page 225, in the office of the Clerk of Court for Pickens County, South Carolina."

The grantor warrants to deliver immediate possession of the premises.

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.....

A. T. Brackens and Frederica Brackens, their

Heirs and Assigns forever.

AND I do hereby bind myself and my

Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said.....

A. T. Brackens and Frederica Brackens, their

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

WITNESS my Hand and Seal this 30th day of March in the year of our Lord one thousand nine hundred and Forty Two and in the one hundred and Sixty Sixth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Thelma Garrett

Julien D. Wyatt

B. A. Chapman (SEAL)

(SEAL)

STATE OF SOUTH CAROLINA, }

County of Pickens. }

PERSONALLY appeared before me Thelma Garrett

and made oath that he saw the within named B. A. Chapman

sign, seal and, as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he, with

Julien D. Wyatt witnessed the execution thereof.

SWORN to before me this 30th

day of March, 1942

Julien D. Wyatt

Notary Public for South Carolina.

(Official Seal)

Thelma Garrett

STATE OF SOUTH CAROLINA, }

County of Pickens. }

RENUNCIATION OF DOWER

I, Thelma S. Garrett

Notary Public for South Carolina, do hereby certify unto all whom it

may concern, that Mrs. Fannie L. Chapman

the wife of the within named B. A. Chapman

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

A. T. Brackens and Frederica Brackens, their heirs and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 30th

day of March, Anno Domini 1942

Thelma S. Garrett

Notary Public for South Carolina.

(Official Seal)

Fannie Latham Chapman

Recorded 3rd day of April, 1942, at 5 o'clock, P. M., and examined by

E. P. McDaniel

C. C. P. & G. S., Pickens County.

Chain#2

Deed Book 590/250 = **6.34 acres**

(per Plat Book 408/3-A)

Less However:

Deed Book 1962/309 = **0.86 acres**

(per Plat Book 590/20-B)

And

Deed Book 1962/132 = **0.57 acres**

(per Plat Book 590/20-A)

*Deed "OUT"

Space above this line for recording information

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF PICKENS) (No Title Examination)

KNOW ALL MEN BY THESE PRESENTS, that **EASLEY NURSERY, INC.**, hereinafter, whether one or more, called Grantor, in consideration of the sum of One and No/100 (\$1.00) Dollars, love and affection, and no other consideration to Grantor duly paid at and before the sealing of these presents by **Magdalena Isabel Cabrera** hereinafter, whether one or more, called Grantee (the receipt of which is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, and Grantee's Heirs, or Successors, and Assigns, forever:

SEE EXHIBIT "A" ATTACHED

Portion of TMS#: 5049-18-31-6702

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises.

Property Address: 121 Bracken Lane, Easley, SC 29642

Grantee's Address: 210 College Street, Central, SC 29630

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, her heirs and assigns forever.

AND THE GRANTOR does hereby bind the Grantor, and the Grantor's Successors to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and Assigns, against Grantor and Grantor's Successors and Assigns and against every person whomsoever lawfully claiming or to claim the same or any part hereof.

WITNESS our Hand and Seal this 8th day of June, 2018.

Signed, Sealed and Delivered
in the Presence of:

Grantor:
EASLEY NURSERY, INC.

Chrymme Sayne

Barry H Braken
By: Barry H. Braken
Its: President

[Signature]

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF GREENVILLE)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Grantor(s) and was executed and acknowledged to be the free act and voluntary deed of the Grantor(s).

WITNESS my signature this 8th day of June, 2018.

[Signature]
Notary Public for: South Carolina
My Commission expires: 1/30/2028



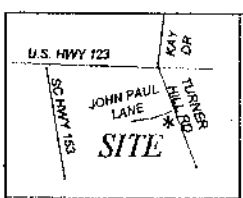
EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate in the County of Pickens, State of South Carolina, being shown and designated as 0.57 acres as shown on Plat prepared by Jay Dunn Land Surveyor for EASLEY NURSERY, LLC recorded in the ROD for Pickens County in Plat Book 590 at Page 20-A on October 18, 2007, and having according to said Plat, metes and bounds as shown thereon.

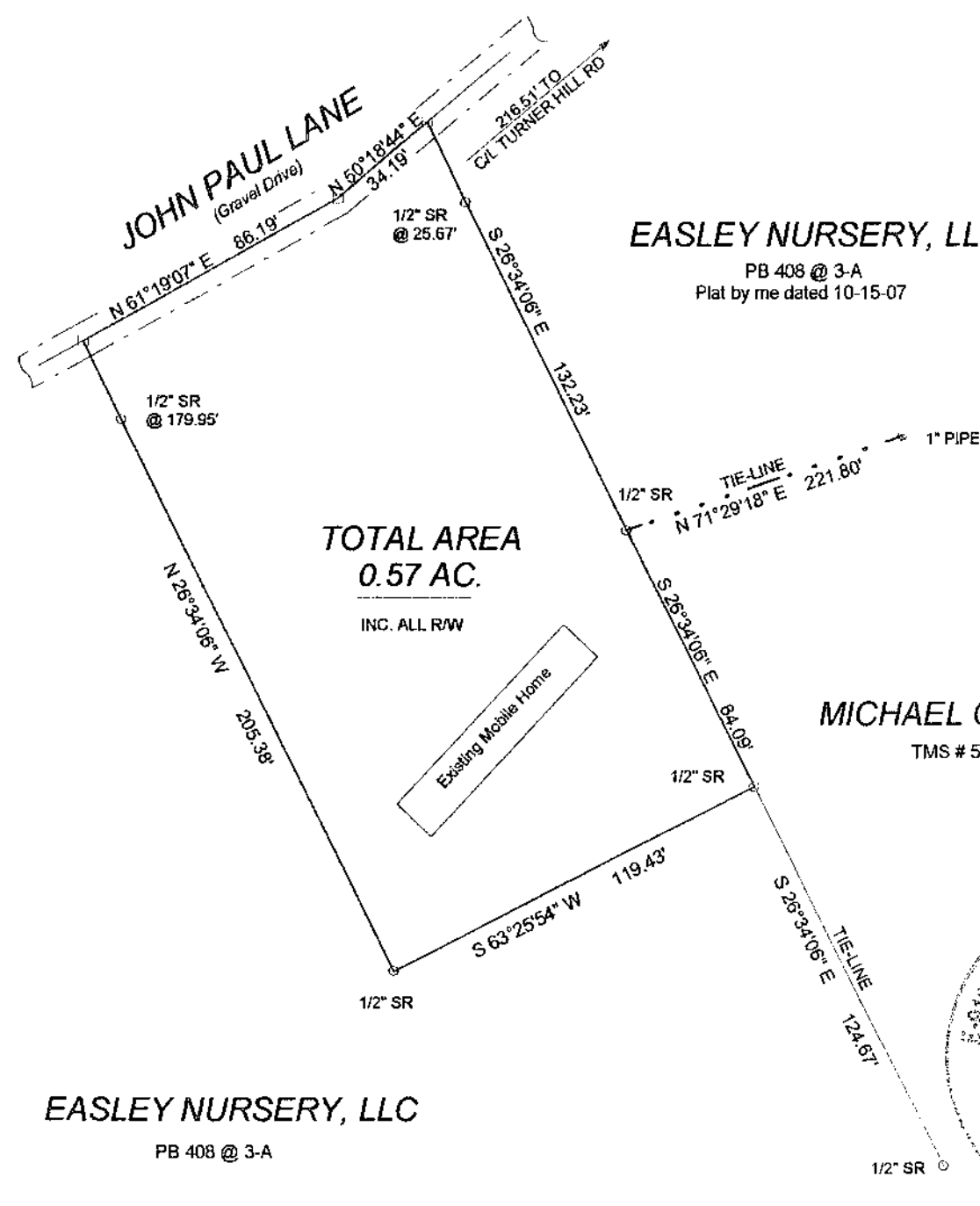
This being a portion of the same property conveyed to the Grantor herein by T.C. Bracken, a/k/a Thomas Cecil Bracken, recorded in the Pickens County ROD Office on January 17, 2001 in Deed Book 590 at Page 250.

Portion of TMS#: 5049-18-31-6702

Grantor Name: **EASLEY NURSERY, INC.**



LOCATION MAP N.T.S.

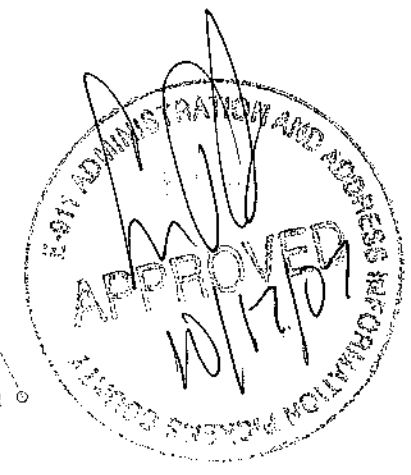


EASLEY NURSERY, LLC
PB 408 @ 3-A
Plat by me dated 10-15-07

MICHAEL G. HOLSENBACK
TMS # 5049-18-41-4609

EASLEY NURSERY, LLC
PB 408 @ 3-A

000020060 10/18/2007 10:23:48AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00



NOTES:
Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and only other facts that an accurate and current title search may disclose. This survey does not constitute a title research, flood study, wetlands delineation or environmental inspection by the surveyor.

PROPERTY DESIGNATION:
PART OF TMS # 5049-18-31-6702
REFERENCES:
PLAT BOOK 408, AT PAGE 3-A

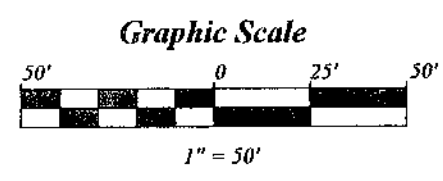
I hereby state that to the best of my knowledge, information, and belief the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and meets or exceeds the requirements for a Class B Survey as specified therein.

BOBBY JAY DUNN PLS # 24276

APPROVED FOR RECORDATION
Pickens County, SC
Community Development
Original stamped in blue ink

SURVEY FOR
EASLEY NURSERY, LLC
PICKENS COUNTY, S.C.
OCTOBER 15, 2007

JOB # J274A



***Deed "OUT"**

Space above this line for recording information

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF PICKENS) (No Title Examination)

KNOW ALL MEN BY THESE PRESENTS, that **EASLEY NURSERY, INC.**, hereinafter, whether one or more, called Grantor, in consideration of the sum of One and No/100 (\$1.00) Dollars, love and affection, and no other consideration to Grantor duly paid at and before the sealing of these presents by **Kevin H. Bracken** hereinafter, whether one or more, called Grantee (the receipt of which is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, and Grantee's Heirs, or Successors, and Assigns, forever:

SEE EXHIBIT "A" ATTACHED

Portion of TMS#: 5049-18-31-6702

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises.

Property Address: 121 Bracken Lane, Easley, SC 29642

Grantee's Address: 105 John Paul Lane, Easley, SC 29642

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, his heirs and assigns forever.

AND THE GRANTOR does hereby bind the Grantor, and the Grantor's Successors to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and Assigns, against Grantor and Grantor's Successors and Assigns and against every person whomsoever lawfully claiming or to claim the same or any part hereof.

WITNESS our Hand and Seal this 8th day of June, 2018.

Signed, Sealed and Delivered
in the Presence of:

Grantor:
EASLEY NURSERY, INC.

Cheyenne Sauer

Barry H Braken

By: Barry H Braken
Its: President

[Signature]

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF GREENVILLE)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Grantor(s) and was executed and acknowledged to be the free act and voluntary deed of the Grantor(s).

WITNESS my signature this 8th day of June, 2018.

[Signature]
Notary Public for: South Carolina
My Commission expires: 1/30/2028

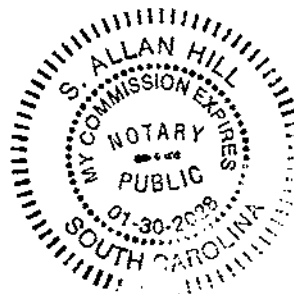


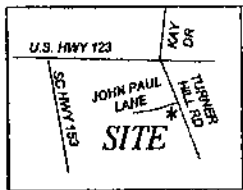
EXHIBIT "A"

ALL that certain piece, parcel or lot of land situate in the County of Pickens, State of South Carolina, being shown and designated as 0.86 acres as shown on Plat prepared by Jay Dunn Land Surveyor for EASLEY NURSERY, LLC recorded in the ROD for Pickens County in Plat Book 590 at Page 20-B on October 18, 2007, and having according to said Plat, metes and bounds as shown thereon.

This being a portion of the same property conveyed to the Grantor herein by T.C. Bracken, a/k/a Thomas Cecil Bracken, recorded in the Pickens County ROD Office on January 17, 2001 in Deed Book 590 at Page 250.

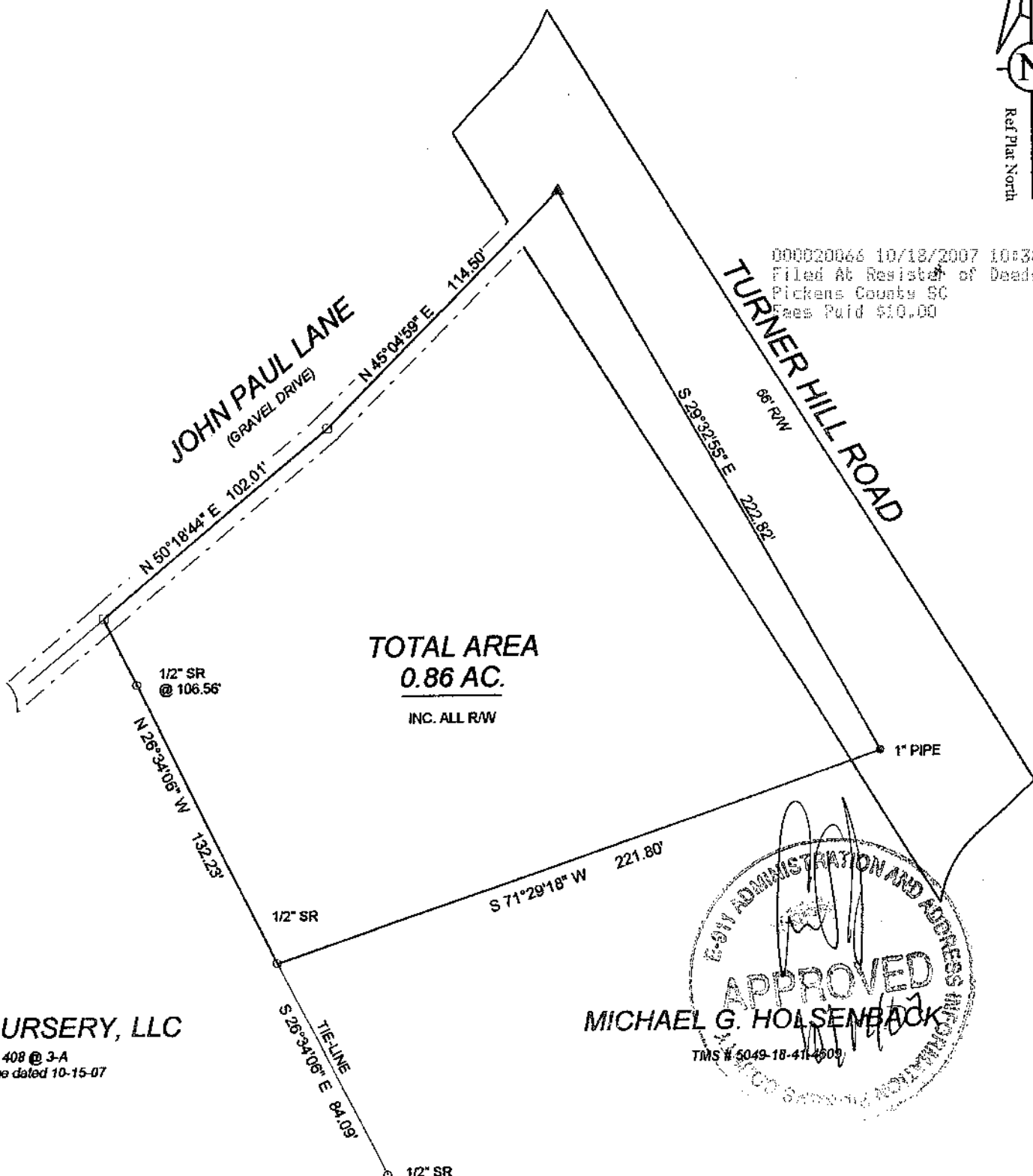
Portion of TMS#: 5049-18-31-6702

Grantor Name: **EASLEY NURSERY, INC.**



LOCATION MAP N.T.S.

20066 BK 590 PG 20-B



EASLEY NURSERY, LLC
PB 408 @ 3-A
Plat by me dated 10-15-07

APPROVED
MICHAEL G. HOLSENBACK
TMS # 5049-18-41-4509

NOTES:
Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and only other facts that an accurate and current title search may disclose. This survey does not constitute a title research, flood study, wetlands delineation or environmental inspection by the surveyor.

PROPERTY DESIGNATION:
PART OF TMS # 5049-18-31-6702
REFERENCES:
PLAT BOOK 408, AT PAGE 3-A

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.

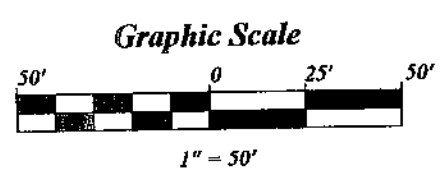
10/16/07
BOBBY JAY DUNN PLS # 24276

10/17/07
MICHAEL G. HOLSENBACK
TMS # 5049-18-41-4509
Original stamped in this plat

LEGEND

●	Iron Pipe Found
○	Iron Pipe Set
SR	Solid Rod
CT	Crimp Top
OT	Open Top
▲	Nail Found
△	Nail Set
□	Point
CL	Centerline
R/W	Right of Way
---	Line Not To Scale

SURVEY FOR
EASLEY NURSERY, LLC
PICKENS COUNTY, S.C.
OCTOBER 15, 2007
JOB # J274



No Title Examination

GRANTEE'S ADDRESS:

Easley Nursery, Inc.
121 Bracken Lane
Easley, SC 29642

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT *T.C. Bracken* (also known as Thomas Cecil Bracken) (Grantor)

in consideration of One Dollar (\$1.00) love and affection, the receipt of which is hereby acknowledged, has granted, bargained sold and released, and by these presents does grant, bargain, sell and release unto *EASLEY NURSERY, INC.* (Grantee), its heirs and assigns forever, all their right, title and interest, in and to the following real property:

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Pickens, State of South Carolina, located on the western side of Turner Hill Road and near South Carolina Highway 123 and containing 6.34 acres, more or less, according to a plat prepared by Robert R. Spearman, R.L.S. #3615, dated October 7, 1997, and recorded in the Register of Deeds Office for Pickens County, South Carolina, in Plat Book 408 at Page 3A, on January 17, 2000, reference to which is craved for a more complete and accurate description.

This is a portion of the same property conveyed unto the Grantor by deed of Milfred Ray Bracken, dated May 1, 1957, conveying his one-half interest in said property, and recorded in the Register of Deeds Office for Pickens County, South Carolina, in Deed Book 8-P at Page 200.

This is also a portion of the same property conveyed unto the Grantor and Milford Ray Bracken by deed of A.T. Bracken and Frederica Bracken dated April 30, 1951, and recorded in Deed Book 6-T at Page 185-186 in the Register of Deeds Office for Pickens County, South Carolina, EXCEPT 2 lots, one conveyed to T.C. Bracken at Deed Book 5-O at Page 38 and one lot subject to a life estate of Frederica Bracken.

The above described properties are subject to any and all easements and/or rights of way for roads, utilities, drainage, etc., as may appear of record and/or on the premises and to any and all restrictions, covenants or zoning ordinances affecting such property as may appear of record.

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 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 29th day of December, 1999.

SIGNED, sealed and delivered
in the presence of:

Brian K. James
Brian K. James

T.C. Bracken (Seal)
T.C. Bracken (a/k/a Thomas Cecil Bracken)

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s) act and deed, deliver the within written deed and that (s)he with the other witness subscribed above, witnessed the execution thereof.

David H. Bryant

SWORN to before me this
29th day of December, 1999.

Brian K. James (Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 5-18-2007

GEORGE N. BRYANT
COUNTY CLERK
222 MIDLAND AVE., B-7
PICKENS, SC 29671

Mail to: Brian K. James, L.L.C., Attorney at Law, P.O. Box 93, Easley, SC 29641

PICKENS COUNTY TAX ASSESSOR
222 MIDLAND AVE, B-9
PICKENS, SC 29671

000000928
RECORDED 01/17/2001 03:15:44PM
BK:D0590 Pg:00250 Pages:4
Fee:10.00 State:0.00
County:0.00 Pickens County, SC Exempt: ☒
Register of Deeds

STATE OF SOUTH CAROLINA)
 COUNTY OF PICKENS)

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: TURNER HILL ROAD
 bearing PICKENS County Tax Map Number _____
 was transferred by T. C. BEAULAN
 to EMLEY NURSERY, INC.
 on DEC. 29, 1999.

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):

#8 - Transferring to Corporation as
a Stockholder

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

5. 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 dollars or imprisoned not more than one year, or both.

Brian K. James
 Responsible Person Connected with the Transaction

SWORN to before me this 29th
 day of December 19 99
Brian K. James
 Notary Public for SC
 My Commission Expires: 7/28/02

BRIAN K. JAMES
 Print or Type Name Here

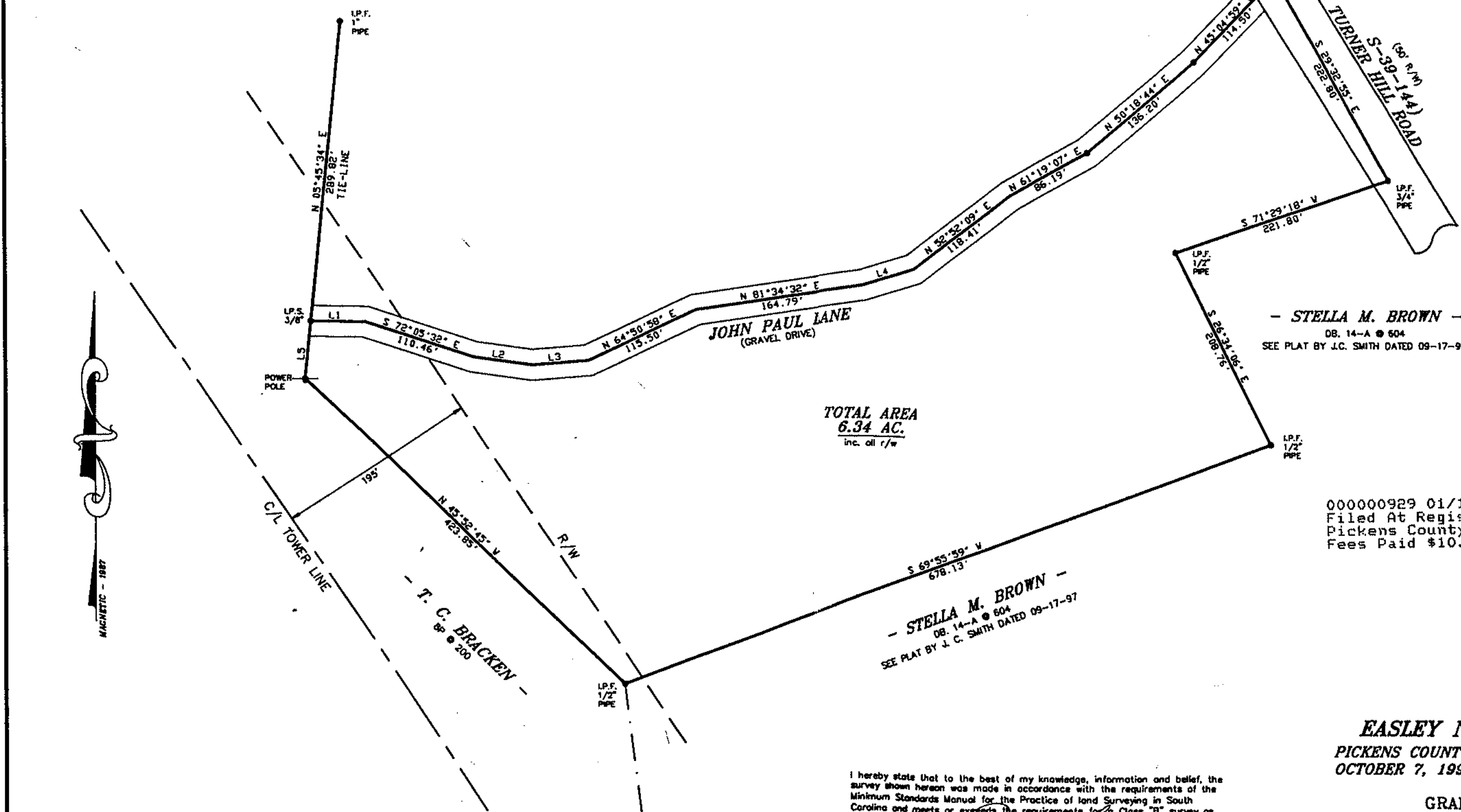
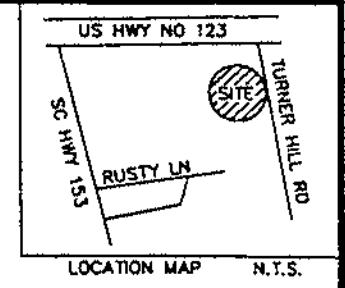
INFORMATION

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 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 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, sisters, brothers, 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 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 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.

LINE	DIRECTION	DISTANCE
L1	S 88°51'10" E	51.13'
L2	S 62°08'49" E	56.42'
L3	N 85°02'55" E	53.88'
L4	N 72°44'00" E	55.90'
L5	N 05°45'34" E	56.40'



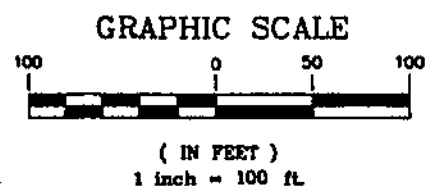
ROBERT R. SPEARMAN
Professional Land Surveyor # 3615
Post Office Box 6
415 Paulsen Street
Ridgely, South Carolina 29941
Phone (803) 868-2308
R-843
C-BRACKEN

- NOTES:
1. Property is subject to any and all rights-of-way, easements and restrictions of record.
 2. Western portion of this property is shown on Community Pond # 450166-0210 B as being in flood zone "A".

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.

Robert R. Spearman
Robert R. Spearman, R.L.S. # 3615

SURVEY FOR
EASLEY NURSERY, INC.
PICKENS COUNTY SOUTH CAROLINA
OCTOBER 7, 1997 SCALE: 1" = 100'



State of South Carolina,
COUNTY OF PICKENS

Know All Men by These Presents, That I, Milford Ray Bracken

In the State aforesaid, for and ----- in consideration of the
sum of ONE Dollar and partition -----Dollars
to me paid by Thomas Cecil Bracken
in the State aforesaid, receipt of which is hereby acknowledged,
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the
said Thomas Cecil Bracken, his heirs and assigns, forever:

All my one-half undivided interest in and to:

All that piece, parcel or tract of land in the State of South Carolina, County of Pickens, near the Easley-Greenville Highway, containing Twenty and forty-five one hundredths (20.45) acres, more or less, according to plat of John C. Smith and J. Coke Smith, dated October 31, 1951, and described on said plat as follows: BEGINNING at an iron pin near branch; thence with the line of lands sold to Landrith, South 10-30 East 525 feet to iron pin; thence with lands of Acker South 59-45 West 1300 feet to iron pin; thence North 38-45 West 826 feet to iron pin; thence North 72 East 1542 feet to iron pin, being a portion of the lands conveyed to J. J. Bracken and Agathia H. Bracken by H. W. Acker by deed dated April 6, 1949, recorded in Book of Deeds 6-F at page 44, in the office of the Clerk of Court for Pickens County, South Carolina, and is the identical lands conveyed by J. J. Bracken and Agathia H. Bracken to Milford R. Bracken and T. C. Bracken by deed dated November 6, 1951 and recorded in Deed Book 6-X at page 30 in the office of the Clerk of Court for Pickens County, South Carolina.

ALSO: All my one-half undivided interest in and to: All that certain piece, parcel or tract of land in the State of South Carolina, County of Pickens, in the Crosswell School District, on the west side of Turner Hill Road and near S. C. Highway 123 and containing 35.94 acres, more or less, bounded on the north by lands of Chandler, on the east by the road, on the south by lands of Harold Acker, and on the west by lands of Looper and having the following courses and distances according to plat of J. Coke Smith, Surveyor, dated April 5, 1945: BEGINNING at an iron pin on the road, the northeastern corner of said tract; running thence S 78-30 W 2080 feet to a stone; thence S 14-15 W 579-5 feet to an iron pin; thence S 38-45 E 330 feet to an iron pin; thence N 72-33 E 2213-85 feet to an iron pin; thence N 37-00 W 208-75 feet to an iron pin; thence N 72-33 E 208-75 feet to an iron pin on the west side of Turner Hill Road; thence N 37-00 W 91-65 feet to a point;

(over)

thence N 31-45 W 300 feet to the BEGINNING corner and being a portion of the lands conveyed to A. T. and Frederica Bracken by B. A. Chapman by deed dated March 30, 1942, recorded in Deed Book 4-V at page 121 in the office of the Clerk of Court for Pickens County, South Carolina, and is the identical lands conveyed by A. T. and Frederica Bracken to Milford Ray and Thomas Cecil Bracken by deed dated April 30, 1951 and recorded in Deed Book 6-T at pages 165-166 in the office of the Clerk of Court for Pickens County, South Carolina, EXCEPT 2 lots, one conveyed to T.C. Bracken at 5-O, page 36, and one lot subject to a life estate of Frederica Bracken.

ALSO: All my one-half undivided interest in and to: All that certain piece, parcel or tract of land in the State of South Carolina, County of Pickens in the Croswell School District on the west side of Turner Hill Road and near the S. C. Highway No. 123, and containing one-half acre, more or less, and being bounded on the north by lands of Chandler, on the east by road, on the south by other lands conveyed to Milford Ray and Thomas Cecil Bracken, and having the following courses and distances: BEGINNING at an iron pin on the west side of Turner Hill Road, which point is the northeast corner of the said tract; thence S 78-30 W 140 feet to an iron pin; thence in a southerly direction 160 feet to an iron pipe (faucet); thence in a southerly direction 110 feet to a water oak; thence in an easterly direction 188 feet to an iron pin on the west side of Turner Hill Road; thence N 31-45W 101 feet to the BEGINNING corner. This is the identical lands conveyed by A. T. and Frederica Bracken to Milford Ray and Thomas Cecil Bracken by deed dated April 30, 1951 and recorded in Deed Book 6-T at page 164 in the office of the Clerk of Court for Pickens County, South Carolina, and is made subject to a life estate provided for Frederica M. Bracken.

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

Thomas Cecil Bracken, his

Heirs and Assigns forever.

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

Thomas Cecil Bracken, his

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

WITNESS my Hand and Seal this 1st day of May

in the year of our Lord one thousand nine hundred and fifty-seven
and in the one hundred and eighty-first year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Wadell P. Hendrix
W. A. Robinson

Milford Ray Bracken (SEAL)
_____. (SEAL)
_____. (SEAL)
_____. (SEAL)

State of South Carolina)
COUNTY OF PICKENS)

Personally appeared before me **Wadella P. Hendrix**
and made oath that he saw the within named **Milford Ray Bracken**
sign, seal and, as his act and deed, deliver the within written Deed for the uses and purposes therein men-
tioned, and that he, with **Wm. A. Robinson, Jr.** witnessed the
execution thereof.

SWORN to before me this 1st

day of May 19 57 | Wadella P. Hendrix
Notary Public for South Carolina. (L. S.)

State of South Carolina)
COUNTY OF PICKENS)

RENUNCIATION OF DOWER

I, **Wm. A. Robinson, Jr.** Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. **Jeanette P. Bracken**
the wife of the within named **Milford Ray Bracken**
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, re-
nounce, release and forever relinquish unto the within named

Thomas Cecil Bracken, his heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the
premises within mentioned and released.

Given under my Hand and Seal this 1st

day of May Anno Domini 1957
Wm. A. Robinson, Jr. (L. S.) | Jeanette P. Bracken
Notary Public for South Carolina.

RECORDED 3rd DAY OF May 1957
AT 10:22 A.M.
BY E. P. McDANIEL, CCP & RMC

6-X/30

JULIEN D. WYATT & FELIX L. FINLEY, JR., Attorneys at Law, Pickens, South Carolina

State of South Carolina
COUNTY OF PICKENS



2.51¹⁰

Know All Men by These Presents, That I (We) J. J. Bracken and Agathia H. Bracken

of the County of Pickens in the State aforesaid in consideration of the sum of One thousand and no/100's (\$1,000.00) Dollars to ^{us} ~~Me~~ (We) paid by Milford H. Bracken and T. C. Bracken 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 Milford H. Bracken and T. C. Bracken, their heirs and assigns, forever

"ALL that piece, parcel or tract of land in the State of South Carolina, County of Pickens, near theasley-Greenville highway, containing Twenty and forty-five one hundredths (20.45) acres, more or less, according to plat of John C. Smith and J. Coke Smith, dated October 31, 1951, and described on said plat as follows: BEGINNING at an iron pin near branch; thence with the line of lands sold to Landrith South 10-30 East 525 feet to iron pin; thence with lands of Acker South 59-45 East 1300 feet to iron pin; thence North 38-45 West 820 feet to iron pin; thence North 72 East 1422 feet to iron pin, being a portion of the lands conveyed to J. J. Bracken and Agathia H. Bracken by W. A. Acker by deed dated April 6, 1949, recorded in book of Deeds O-F, at page 44, in the Office of the Clerk of Court for Pickens County, South Carolina."

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

Milford H. Bracken and T. C. Bracken, their Heirs and Assigns forever.

And ~~I~~ (We) do hereby bind ~~Myself~~ (Ourselves) and ~~My~~ (Our) Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Milford H. Bracken and T. C. Bracken, their

Heirs and Assigns, against ~~Me~~ (Us) and ~~My~~ (Our) Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS ~~My~~ (Our) Hand and Seal this 6th day of November
in the year of our Lord one thousand nine hundred and fifty one
and in the one hundred and seventy sixth year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

James M. Porter
Thelma S. Barrett

James J. Bracken (SEAL)
Agathia H. Bracken (SEAL)
____ (SEAL)
____ (SEAL)

State of South Carolina

COUNTY OF PICKENS

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Thelma J. Bennett
and made oath that he saw the within named J. J. Bracken and Agathia H. Bracken
sign, seal and, as the fact and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with Mary B. Porter witnessed the
execution thereof.

SWORN to before me this 6th

Day of November, 19 51
Mary B. Porter (L. S.)
Notary Public for South Carolina.

Thelma J. Bennett

State of South Carolina

COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, Mary B. Porter, Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. Agathia H. Bracken
the wife of the within named J. J. Bracken
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
Wilford A. Brackens and T. C. Brackens, their heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th
day of November

Anno Domini 19 51
Mary B. Porter (L. S.)
Notary Public for South Carolina.

Agathia H. Bracken

RECORDED 6 DAY OF April 19 51
AT 4 P. M.
BY J. P. McDANIEL, CCP & RMC

GEO. L. GRANTHAM, ATTORNEY AT LAW, Easley, South Carolina

State of South Carolina,
COUNTY OF PICKENS

Know All Men by These Presents, That We, A. T. and Frederica Brackens

in the State aforesaid, - - - - -for - - - - -and - - - - - in consideration of the
sum of One Hundred and no/100 - - - - -
to US paid by Milford Ray & Thomas Cecil Brackens

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 Milford Ray & Thomas Cecil Brackens, their heirs and assigns,
forever, except however, we, the grantors reserve all right,
title and interest in the below described tract of land for as
long as we or either of us shall live.

"All that certain piece, parcel or tract of land in the State
of South Carolina, County of Pickens, in the Crowell School
District, on the West side of Turner Hill Road and near the S. C.
Highway No. 123, and containing one-half acre, more or less,
and being bounded on the North by lands of Chandler, on the East
by road, on the South by other lands conveyed this day to Milford
Ray and Thomas Cecil Brackens, and having the following courses
and distances: BEGINNING at an iron pin on the West side of Turner
Hill Road, which point is the Northeast corner of the said tract;
thence S 78-30 W 140 feet to an iron pin; thence in a Southernly
direction 160 feet to an iron pipe (faucet); thence in a Southernly
direction 110 feet to a water oak; thence in an Easterly direction
188 feet to an iron pin on the West side of Turner Hill Road;
thence N 31-45 W 181 feet to the BEGINNING corner."

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

Milford Ray and Thomas Cecil Brackens, their

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Milford Ray and Thomas Cecil Brackens, their

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

WITNESS OUR Hands and Seals this 30th day of April
in the year of our Lord one thousand nine hundred and fifty-one
and in the one hundred and seventy-fifth year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Olivia M. Steppe
W. A. Robinson, Jr.

A. T. Bracken (SEAL)
Frederica Bracken (SEAL)

(SEAL)

State of South Carolina }

COUNTY OF PICKENS

Personally appeared before me Wm. A. Robinson, Jr.
and made oath that he saw the within named A. T. & Frederica Brackens
sign, seal and, as the best and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with Olivia M. Steppe witnessed the
execution thereof.

SWORN to before me this 30th

day of April, 1951

W. A. Robinson, Jr.
(L. S.)
Notary Public for South Carolina.

State of South Carolina }

COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, Wm. A. Robinson, Jr. Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. Frederica Brackens
the wife of the within named A. T. Brackens
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

Milford Ray & Thomas Cecil Brackens, their heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this 30th

day of April, 1951

W. A. Robinson, Jr. (L. S.)
Notary Public for South Carolina.

Frederica Bracken

RECORDED 4 DAY OF May 1951
AT 4 P. M.

DYE, P. McDANIEL, CDP & BMR

Chain#3

Deed Book 270/46 = **1.523 acres**

(Plat was never recorded)

Less:

Deed Book 996/39 = **0.50 acre**

(Plat Book 548/1-A)

Grantee's Address: 121 Bracken Lane, Easley, SC 29642

7182 BKD0996 PG39

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

KNOW ALL MEN BY THESE PRESENTS, that **Easley Nursery, Inc.**, herein referred to as Grantors, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and no other consideration, to us paid by **Holly Place, LLC** hereinafter referred to as Grantee, 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 Grantee, its successors and assigns forever:

SEE ATTACHED SCHEDULE "A"

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of public record or on the premises affecting the property herein conveyed.

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 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, executors and administrators to warrant and forever defend all and singular said premises unto grantee(s) and grantee'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 17th day of April, 2006.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Rebecca Jones
[Signature]

Easley Nursery, Inc.
Barry H. Bracken (SEAL)
By: Barry H. Bracken
Its: President

000007182
RECORDED 04/18/2006 01:24:05PM
Fee:10.00 State:0.00
County:0.00 Exempt: ☒
Pickens County, SC
Register of Deeds

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Principal and was executed and acknowledged to be the free act and voluntary deed of the Principal.

WITNESS my signature this 17th day of April, 2006.

[Signature]
S. Allan Hill
Notary Public for: South Carolina
My Commission expires: March 11, 2008

SCHEDULE "A"

ALL that certain piece, parcel or lot of land situate in the County of Pickens , State of South Carolina, being shown and designated as .50 acres as shown on Plat prepared by Bobby Jay Dunn, PLS #24276 for Easley Nursery, LLC recorded in the ROD for Pickens County in Plat Book 548 at Page 1A on April 17, 2006, and having according to said Plat, metes and bounds as shown thereon.

This being the same property conveyed to the Grantors herein by T. C. Bracken, recorded in the Pickens County ROD office on December 29, 1999 in Deed Book 590 at Page 250.

TMS #: 5049-18-32-3019

Grantor Name: **Easley Nursery, Inc.**

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

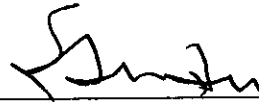
AFFIDAVIT FOR EXEMPT TRANSFERS

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 **121 Bracken Lane, Pickens, SC** bearing County **Tax Map Number 5049-18-32-3019**, was transferred by Deed by **Easley Nursery, Inc.** to **Holly Place, LLC** on **April 17, 2006**
3. The deed is exempt from the deed recording fee because (See information section of affidavit):

(8) Realty is being transferred to a partnership with no consideration paid for the transfer other than interest in the partnership

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 Grantee
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.



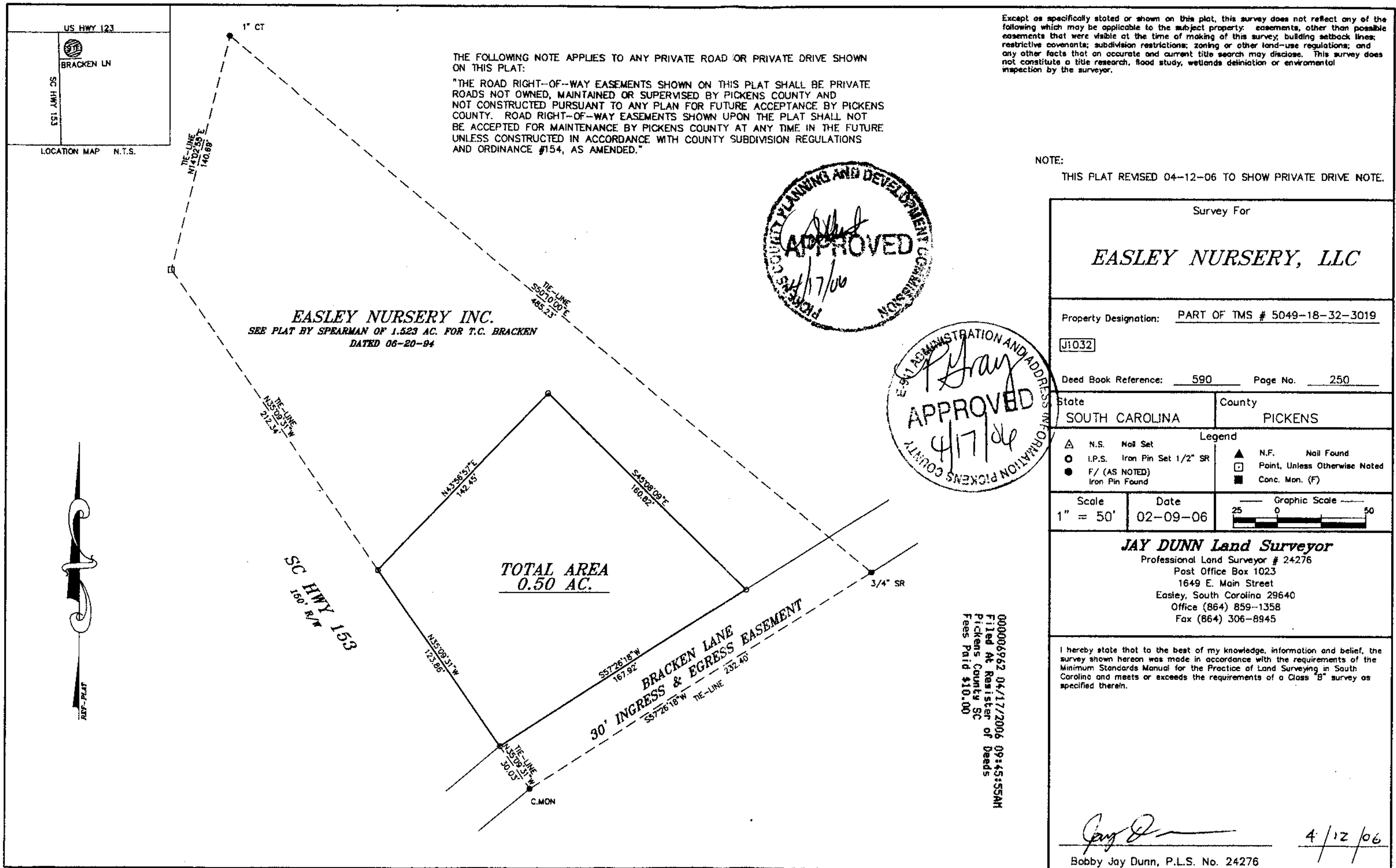
S. Allan Hill, Attorney at Law
 Temple, Mann, Briggs & Hill
 819 E. North Street
 Greenville, SC 29601
 (864) 242-4995

SWORN to before me this 17th day of April, 2006.

Rebecca Jones

Notary Public for South Carolina

My Commission Expires: 9/22/2015



TITLE TO REAL ESTATE - Prepared By Geo. L. Grantham, Attorney At Law, Easley, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

Grantee's Address:

1211 Bracken Lane
Easley, SC 29642

KNOW ALL MEN BY THESE PRESENTS, that I, Thomas Cecil Bracken

In consideration of One Dollar and love and affection for my son----- Dollars,
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto Easley Nursery, Inc., its successors and assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, containing 1.523 acres, including all rights of way, and according to plat from a survey for T. C. Bracken by Robert R. Spearman bearing date June 20, 1994, being more particularly described as follows, to-wit:

BEGINNING at a point, the common corner of the tract here described with lands of Iozzino, which point is the southeast corner of this tract and is marked by a three-fourths inch solid rod, running with line of Iozzino S 57-25-18 W 232.30 feet to a point; thence N 35-09-31 W 366.23 feet to a point in the Duke Power line right of way; thence N 13-55-00 E 140.51 feet to a point; thence S 50-11-27 E 485.41 feet to the BEGINNING corner.

This tract is subject to an ingress-egress easement on the southeast and to the Duke Power Company right of way on the northeast.

For derivation see deed from Milford Ray Bracken to Thomas Cecil Bracken dated May 1, 1957, recorded in Deed Book 8-P, page 200, Pickens County Records.

Tax Map # K13-00-100E

JIMMY L. WILSON, Tax Assessor
222 LUDWIG AVE., B-8
PICKENS, SC 29671

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 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 15th day of August 1994

SIGNED, sealed and delivered in the presence of:

W. P. Hendrix
D. J. Smith

Thomas Cecil Bracken
Thomas Cecil Bracken (SEAL)

(SEAL)

(SEAL)

(SEAL)

PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s) act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15th day of August 1994

W. P. Hendrix
Notary Public for South Carolina (SEAL)

W. P. Hendrix

002383

SEP 15 PM 3:27

Grantham PICKENS CO. REC 100

State of South Carolina,
COUNTY OF PICKENS

Know All Men by These Presents, That I, Milford Ray Bracken

In the State aforesaid, for and ----- in consideration of the
sum of ONE Dollar and partition -----Dollars
to me paid by Thomas Cecil Bracken
in the State aforesaid, receipt of which is hereby acknowledged,
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the
said Thomas Cecil Bracken, his heirs and assigns, forever:

All my one-half undivided interest in and to:

All that piece, parcel or tract of land in the State of South Carolina, County of Pickens, near the Easley-Greenville Highway, containing Twenty and forty-five one hundredths (20.45) acres, more or less, according to plat of John C. Smith and J. Coke Smith, dated October 31, 1951, and described on said plat as follows: BEGINNING at an iron pin near branch; thence with the line of lands sold to Landrith, South 10-30 East 525 feet to iron pin; thence with lands of Acker South 59-45 West 1300 feet to iron pin; thence North 38-45 West 826 feet to iron pin; thence North 72 East 1542 feet to iron pin, being a portion of the lands conveyed to J. J. Bracken and Agathia H. Bracken by H. W. Acker by deed dated April 6, 1949, recorded in Book of Deeds 6-F at page 44, in the office of the Clerk of Court for Pickens County, South Carolina, and is the identical lands conveyed by J. J. Bracken and Agathia H. Bracken to Milford R. Bracken and T. C. Bracken by deed dated November 6, 1951 and recorded in Deed Book 6-X at page 30 in the office of the Clerk of Court for Pickens County, South Carolina.

ALSO: All my one-half undivided interest in and to: All that certain piece, parcel or tract of land in the State of South Carolina, County of Pickens, in the Crosswell School District, on the west side of Turner Hill Road and near S. C. Highway 123 and containing 35.94 acres, more or less, bounded on the north by lands of Chandler, on the east by the road, on the south by lands of Harold Acker, and on the west by lands of Looper and having the following courses and distances according to plat of J. Coke Smith, Surveyor, dated April 5, 1945: BEGINNING at an iron pin on the road, the northeastern corner of said tract; running thence S 78-30 W 2080 feet to a stone; thence S 14-15 W 579-5 feet to an iron pin; thence S 38-45 E 330 feet to an iron pin; thence N 72-33 E 2213-85 feet to an iron pin; thence N 37-00 W 208-75 feet to an iron pin; thence N 72-33 E 208-75 feet to an iron pin on the west side of Turner Hill Road; thence N 37-00 W 91-65 feet to a point;

(over)

thence N 31-45 W 300 feet to the BEGINNING corner and being a portion of the lands conveyed to A. T. and Frederica Bracken by B. A. Chapman by deed dated March 30, 1942, recorded in Deed Book 4-V at page 121 in the office of the Clerk of Court for Pickens County, South Carolina, and is the identical lands conveyed by A. T. and Frederica Bracken to Milford Ray and Thomas Cecil Bracken by deed dated April 30, 1951 and recorded in Deed Book 6-T at pages 165-166 in the office of the Clerk of Court for Pickens County, South Carolina, EXCEPT 2 lots, one conveyed to T.C. Bracken at 5-O, page 36, and one lot subject to a life estate of Frederica Bracken.

ALSO: All my one-half undivided interest in and to: All that certain piece, parcel or tract of land in the State of South Carolina, County of Pickens in the Croswell School District on the west side of Turner Hill Road and near the S. C. Highway No. 123, and containing one-half acre, more or less, and being bounded on the north by lands of Chandler, on the east by road, on the south by other lands conveyed to Milford Ray and Thomas Cecil Bracken, and having the following courses and distances: BEGINNING at an iron pin on the west side of Turner Hill Road, which point is the northeast corner of the said tract; thence S 78-30 W 140 feet to an iron pin; thence in a southerly direction 160 feet to an iron pipe (faucet); thence in a southerly direction 110 feet to a water oak; thence in an easterly direction 188 feet to an iron pin on the west side of Turner Hill Road; thence N 31-45W 101 feet to the BEGINNING corner. This is the identical lands conveyed by A. T. and Frederica Bracken to Milford Ray and Thomas Cecil Bracken by deed dated April 30, 1951 and recorded in Deed Book 6-T at page 164 in the office of the Clerk of Court for Pickens County, South Carolina, and is made subject to a life estate provided for Frederica M. Bracken.

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

Thomas Cecil Bracken, his

Heirs and Assigns forever.

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

Thomas Cecil Bracken, his

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

WITNESS my Hand and Seal this 1st day of May

in the year of our Lord one thousand nine hundred and fifty-seven
and in the one hundred and eighty-first year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Wadell P. Hendrix
W. A. Robinson

Milford Ray Bracken (SEAL)
_____. (SEAL)
_____. (SEAL)
_____. (SEAL)

State of South Carolina)
COUNTY OF PICKENS)

Personally appeared before me **Wadella P. Hendrix**
and made oath that he saw the within named **Milford Ray Bracken**
sign, seal and, as **his** act and deed, deliver the within written Deed for the uses and purposes therein men-
tioned, and that he, with **Wm. A. Robinson, Jr.** witnessed the
execution thereof.

SWORN to before me this 1st

day of **May** 19 57 | Wadella P. Hendrix
Notary Public for South Carolina. (L. S.)

State of South Carolina)
COUNTY OF PICKENS)

RENUNCIATION OF DOWER

I, **Wm. A. Robinson, Jr.** Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. **Jeanette P. Bracken**
the wife of the within named **Milford Ray Bracken**
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, re-
nounce, release and forever relinquish unto the within named

Thomas Cecil Bracken, his heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the
premises within mentioned and released.

Given under my Hand and Seal this 1st

day of **May**
Anno Domini 1957 | Jeanette P. Bracken
Notary Public for South Carolina. (L. S.)

RECORDED 3rd DAY OF May 1957
AT 10:22 A.M.
BY E. P. McDANIEL, CCP & RMC

6-X/30

JULIEN D. WYATT & FELIX L. FINLEY, JR., Attorneys at Law, Pickens, South Carolina

State of South Carolina
COUNTY OF PICKENS



2.5.10

Know All Men by These Presents, That I (We) J. J. Bracken and Agathia H. Bracken

of the County of Pickens in the State aforesaid in consideration of the sum of One thousand and no/100's (\$1,000.00) Dollars to ^{us} ~~Me~~ (We) paid by Milford H. Bracken and T. C. Bracken 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 Milford H. Bracken and T. C. Bracken, their heirs and assigns, forever

"ALL that piece, parcel or tract of land in the State of South Carolina, County of Pickens, near theasley-Greenville highway, containing Twenty and forty-five one hundredths (20.45) acres, more or less, according to plat of John C. Smith and J. Coke Smith, dated October 31, 1951, and described on said plat as follows: BEGINNING at an iron pin near branch; thence with the line of lands sold to Landrith South 10-30 East 525 feet to iron pin; thence with lands of Acker South 59-45 East 1300 feet to iron pin; thence North 38-45 West 820 feet to iron pin; thence North 72 East 1422 feet to iron pin, being a portion of the lands conveyed to J. J. Bracken and Agathia H. Bracken by W. A. Acker by deed dated April 6, 1949, recorded in book of Deeds O-F, at page 44, in the office of the Clerk of Court for Pickens County, South Carolina."

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

Milford H. Bracken and T. C. Bracken, their Heirs and Assigns forever.

And ~~I~~ (We) do hereby bind ~~Myself~~ (Ourselves) and ~~My~~ (Our) Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Milford H. Bracken and T. C. Bracken, their

Heirs and Assigns, against ~~Me~~ (Us) and ~~My~~ (Our) Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS ~~My~~ (Our) Hand and Seal this 6th day of November in the year of our Lord one thousand nine hundred and fifty one and in the one hundred and seventy sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

James M. Porter
Thelma S. Barrett

James J. Bracken (SEAL)
Agathia H. Bracken (SEAL)
____ (SEAL)
____ (SEAL)

State of South Carolina

COUNTY OF PICKENS

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Thelma J. Bennett
and made oath that he saw the within named J. J. Bracken and Agathia H. Bracken
sign, seal and, as the fact and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with Mary B. Porter witnessed the
execution thereof.

SWORN to before me this 6th

Day of November, 19 51
Mary B. Porter (L. S.)
Notary Public for South Carolina.

Thelma J. Bennett

State of South Carolina

COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, Mary B. Porter, Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. Agathia H. Bracken
the wife of the within named J. J. Bracken
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
Wilford A. Brackens and T. C. Brackens, their heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th
day of November

Anno Domini 19 51
Mary B. Porter (L. S.)
Notary Public for South Carolina.

Agathia H. Bracken

RECORDED 6 DAY OF April 19 51
AT 4 P. M.
BY J. P. McDANIEL, CCP & RMC

GEO. L. GRANTHAM, ATTORNEY AT LAW, Easley, South Carolina

State of South Carolina,
COUNTY OF PICKENS

Know All Men by These Presents, That We, A. T. and Frederica Brackens

in the State aforesaid, - - - - -for - - - - -and - - - - - in consideration of the
sum of One Hundred and no/100 - - - - -
to us paid by Milford Ray & Thomas Cecil Brackens

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 Milford Ray & Thomas Cecil Brackens, their heirs and assigns,
forever, except however, we, the grantors reserve all right,
title and interest in the below described tract of land for as
long as we or either of us shall live.

"All that certain piece, parcel or tract of land in the State
of South Carolina, County of Pickens, in the Crowell School
District, on the West side of Turner Hill Road and near the S. C.
Highway No. 123, and containing one-half acre, more or less,
and being bounded on the North by lands of Chandler, on the East
by road, on the South by other lands conveyed this day to Milford
Ray and Thomas Cecil Brackens, and having the following courses
and distances: BEGINNING at an iron pin on the West side of Turner
Hill Road, which point is the Northeast corner of the said tract;
thence S 78-30 W 140 feet to an iron pin; thence in a Southernly
direction 160 feet to an iron pipe (faucet); thence in a Southernly
direction 110 feet to a water oak; thence in an Easterly direction
188 feet to an iron pin on the West side of Turner Hill Road;
thence N 31-45 W 181 feet to the BEGINNING corner."

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

Milford Ray and Thomas Cecil Brackens, their

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Milford Ray and Thomas Cecil Brackens, their

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

WITNESS OUR Hands and Seals this 30th day of April
in the year of our Lord one thousand nine hundred and fifty-one
and in the one hundred and seventy-fifth year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Olivia M. Steppe
Wm A Robinson, Jr.

A. T. Bracken (SEAL)
Frederica Bracken (SEAL)

(SEAL)

State of South Carolina }

COUNTY OF PICKENS

Personally appeared before me Wm. A. Robinson, Jr.
and made oath that he saw the within named A. T. & Frederica Brackens
sign, seal and, as the best and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with Olivia M. Steppe witnessed the
execution thereof.

SWORN to before me this 30th

day of April, 1951

A. T. Bracken (L. S.)
Notary Public for South Carolina.

Wm A Robinson, Jr.

State of South Carolina }

COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, Wm. A. Robinson, Jr. Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. Frederica Brackens
the wife of the within named A. T. Brackens
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

Milford Ray & Thomas Cecil Brackens, their heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this 30th

day of April, 1951

Wm A Robinson, Jr. (L. S.)
Notary Public for South Carolina.

Frederica Bracken

RECORDED 4 DAY OF May 1951
AT 4 P. M.

DYE, P. McDANIEL, CDP & BMR

Chain#4

Deed Book 57/214 = **9.16 acres**

(per Plat Book 34/348)

1100

Book 57 Page 214

TITLE TO REAL ESTATE—Offices of Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

Grantee's Address: Route 10, Box 331
Easley, SC 29640

Co. Tax \$ 55.00

KNOW ALL MEN BY THESE PRESENTS, that I, Thomas Cecil Bracken,

in consideration of Fifty Thousand and No/100 (\$50,000.00)---

to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s), the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto

Easley Nursery, Inc., its successors and assigns, forever:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Pickens, on the eastern side of South Carolina Highway 153 and being shown and designated as 9.16 acres and a 30 foot easement for ingress and egress to and from South Carolina Highway 153 on plat entitled "Survey for Daniel R. Bracken and Barry H. Bracken" dated October 27, 1987, by Robert R. Spearman, recorded in the Office of the Clerk of Court for Pickens County, South Carolina, in Plat Book 34 at Page 348.

This being a portion of the property conveyed to Thomas Cecil Bracken by deed of Milford Ray Bracken dated May 1, 1957, and recorded in Deed Book 8-P at Page 200 in the records of the Clerk of Court for Pickens County, South Carolina.

001941
Haynsworth, P.B., R.A.
To be 3008
01/15/1988
FEB 15 9 31 AM '88
CLERK OF COURT
PICKENS, S.C.

Leathery H. Bracken
W. W. Upchurch

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)' heirs or successors and to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)' heirs or successors and administrators and assigns forever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor(s)' hand(s) and seal(s) this 11th day of December, 1988.

SIGNED, sealed and delivered in the presence of:

THOMAS CECIL BRACKEN (SEAL)
(SEAL)
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

PROBATE

grantor(s) sign, seal and as the grantor(s)' act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 11th day of December, 1988

Notary Public for South Carolina
My commission expires: (SEAL) X W. W. Upchurch

STATE OF SOUTH CAROLINA
COUNTY OF

RENUNCIATION OF DOWER

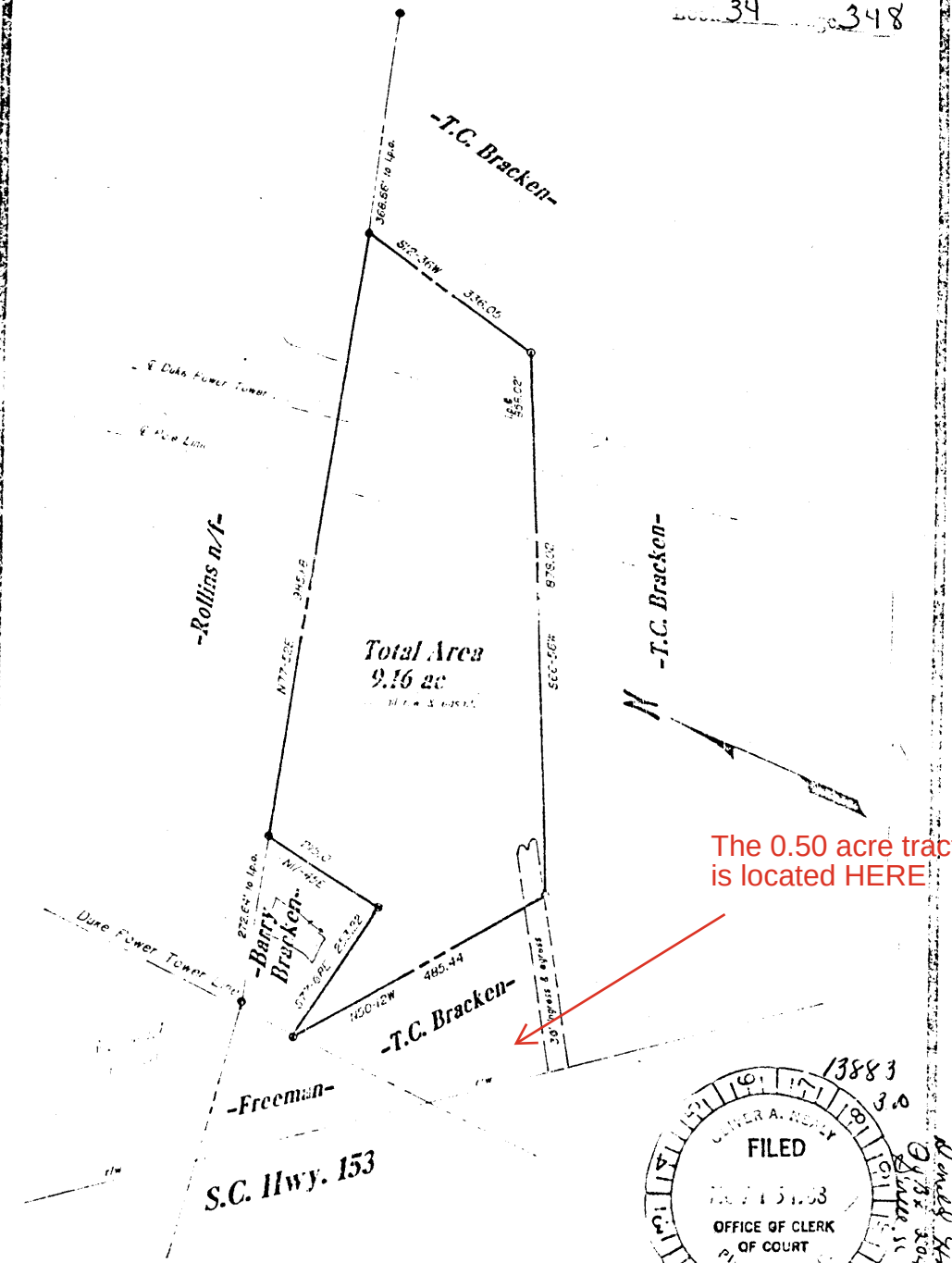
unto all whom it may concern, that the and each, upon being privately and dreed or fear of any person whomso- ors and assigns, all her interest and es- d and released.

Notary Public for South Carolina
My commission expires: _____

RECORDED this _____ day of _____ 19 ____ at _____ M., No. _____

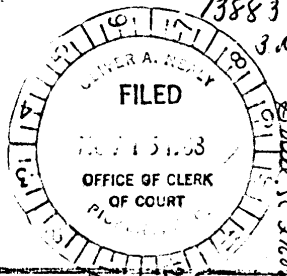
Leathery H. Bracken
W. W. Upchurch

34 348



Total Area
9.16 ac

The 0.50 acre tract
is located HERE!



Order
Daniel R. Bracken
and
Barry H. Bracken

State: South Carolina County: Pickens
Scale: 1"=200' Date: 10-27-97
Graphic scale: 0 100 200

Legend:
● ———— True Line
▲ ———— New & Fair
■ ———— To Avoid
Robert R. Spearman
REGISTERED SURVEYOR 2015
P.O. Box 6, Easley, SC 29641
(803) 859-2109

I hereby certify that the
return of possession of the land
survey is 1.25M as shown
hereon and the area was
determined by D.R.T. Bracken
of area calculation.
Robert R. Spearman
R. R. Spearman

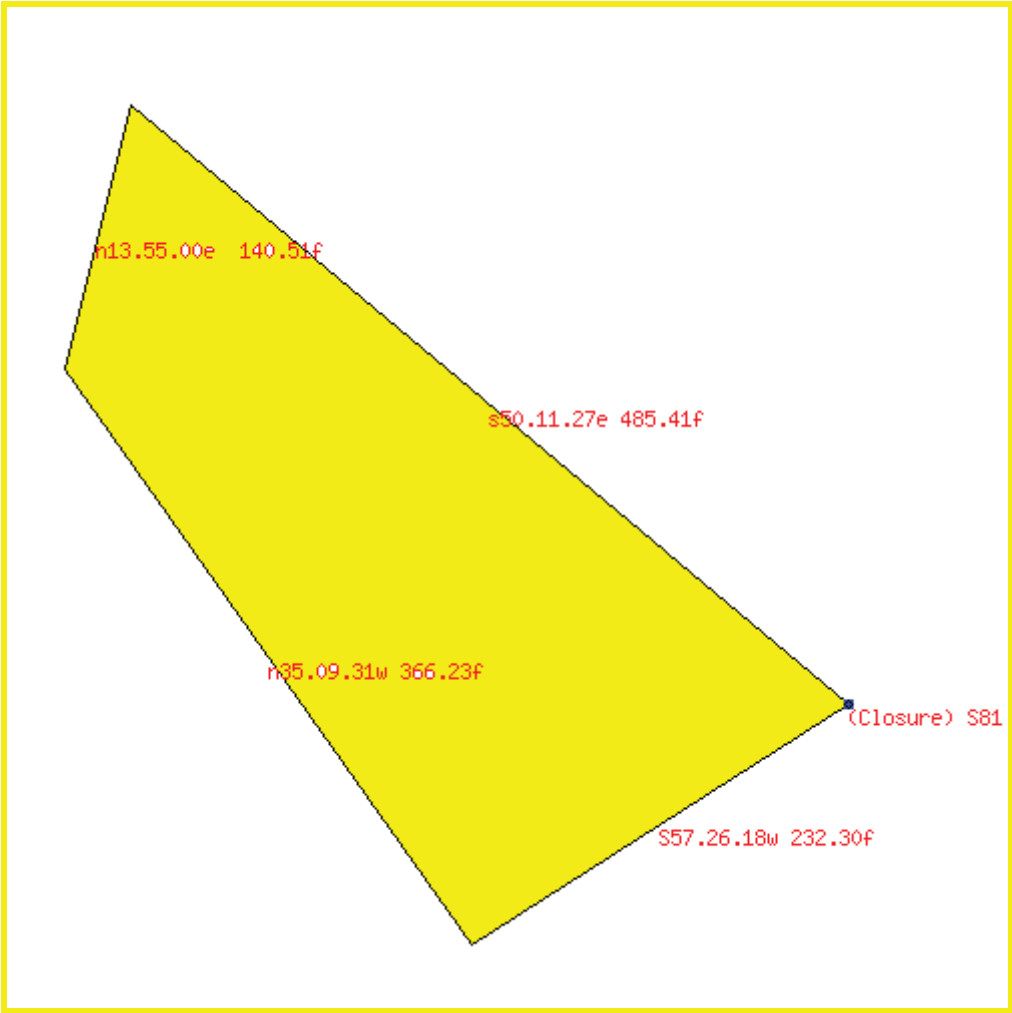
Welcome to Tract Plotter!

S57.26.18w 232.30f
n35.09.31w 366.23f
n13.55.00e 140.51f
s50.11.27e 485.41f

[Enlarge This Box](#)

Show Labels? ☒ Show Full Precision? ☒

73173.13982188 square feet
1.6798241465078 acres (+/- 0.000001 acres) Perimeter: 1224.45 feet
Closure: S81.32.25W 0.000961f (7.8461840451923E-5% or 1:1274505 perimeter error)



State of South Carolina,
COUNTY OF PICKENS

Know All Men by These Presents, That I, Milford Ray Bracken

In the State aforesaid, for and ----- in consideration of the
sum of ONE Dollar and partition -----Dollars
to me paid by Thomas Cecil Bracken
in the State aforesaid, receipt of which is hereby acknowledged,
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the
said Thomas Cecil Bracken, his heirs and assigns, forever:

All my one-half undivided interest in and to:

All that piece, parcel or tract of land in the State of South Carolina, County of Pickens, near the Easley-Greenville Highway, containing Twenty and forty-five one hundredths (20.45) acres, more or less, according to plat of John C. Smith and J. Coke Smith, dated October 31, 1951, and described on said plat as follows: BEGINNING at an iron pin near branch; thence with the line of lands sold to Landrith, South 10-30 East 525 feet to iron pin; thence with lands of Acker South 59-45 West 1300 feet to iron pin; thence North 38-45 West 826 feet to iron pin; thence North 72 East 1542 feet to iron pin, being a portion of the lands conveyed to J. J. Bracken and Agathia H. Bracken by H. W. Acker by deed dated April 6, 1949, recorded in Book of Deeds 6-F at page 44, in the office of the Clerk of Court for Pickens County, South Carolina, and is the identical lands conveyed by J. J. Bracken and Agathia H. Bracken to Milford R. Bracken and T. C. Bracken by deed dated November 6, 1951 and recorded in Deed Book 6-X at page 30 in the office of the Clerk of Court for Pickens County, South Carolina.

ALSO: All my one-half undivided interest in and to: All that certain piece, parcel or tract of land in the State of South Carolina, County of Pickens, in the Crosswell School District, on the west side of Turner Hill Road and near S. C. Highway 123 and containing 35.94 acres, more or less, bounded on the north by lands of Chandler, on the east by the road, on the south by lands of Harold Acker, and on the west by lands of Looper and having the following courses and distances according to plat of J. Coke Smith, Surveyor, dated April 5, 1945: BEGINNING at an iron pin on the road, the northeastern corner of said tract; running thence S 78-30 W 2080 feet to a stone; thence S 14-15 W 579-5 feet to an iron pin; thence S 38-45 E 330 feet to an iron pin; thence N 72-33 E 2213-85 feet to an iron pin; thence N 37-00 W 208-75 feet to an iron pin; thence N 72-33 E 208-75 feet to an iron pin on the west side of Turner Hill Road; thence N 37-00 W 91-65 feet to a point;

(over)

thence N 31-45 W 300 feet to the BEGINNING corner and being a portion of the lands conveyed to A. T. and Frederica Bracken by B. A. Chapman by deed dated March 30, 1942, recorded in Deed Book 4-V at page 121 in the office of the Clerk of Court for Pickens County, South Carolina, and is the identical lands conveyed by A. T. and Frederica Bracken to Milford Ray and Thomas Cecil Bracken by deed dated April 30, 1951 and recorded in Deed Book 6-T at pages 165-166 in the office of the Clerk of Court for Pickens County, South Carolina, EXCEPT 2 lots, one conveyed to T.C. Bracken at 5-O, page 36, and one lot subject to a life estate of Frederica Bracken.

ALSO: All my one-half undivided interest in and to: All that certain piece, parcel or tract of land in the State of South Carolina, County of Pickens in the Croswell School District on the west side of Turner Hill Road and near the S. C. Highway No. 123, and containing one-half acre, more or less, and being bounded on the north by lands of Chandler, on the east by road, on the south by other lands conveyed to Milford Ray and Thomas Cecil Bracken, and having the following courses and distances: BEGINNING at an iron pin on the west side of Turner Hill Road, which point is the northeast corner of the said tract; thence S 78-30 W 140 feet to an iron pin; thence in a southerly direction 160 feet to an iron pipe (faucet); thence in a southerly direction 110 feet to a water oak; thence in an easterly direction 188 feet to an iron pin on the west side of Turner Hill Road; thence N 31-45W 101 feet to the BEGINNING corner. This is the identical lands conveyed by A. T. and Frederica Bracken to Milford Ray and Thomas Cecil Bracken by deed dated April 30, 1951 and recorded in Deed Book 6-T at page 164 in the office of the Clerk of Court for Pickens County, South Carolina, and is made subject to a life estate provided for Frederica M. Bracken.

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

Thomas Cecil Bracken, his

Heirs and Assigns forever.

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

Thomas Cecil Bracken, his

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

WITNESS my Hand and Seal this 1st day of May

in the year of our Lord one thousand nine hundred and fifty-seven
and in the one hundred and eighty-first year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Wadell P. Hendrix
W. A. Robinson

Milford Ray Bracken (SEAL)
_____. (SEAL)
_____. (SEAL)
_____. (SEAL)

State of South Carolina)
COUNTY OF PICKENS)

Personally appeared before me **Wadella P. Hendrix**
and made oath that he saw the within named **Milford Ray Bracken**
sign, seal and, as **his** act and deed, deliver the within written Deed for the uses and purposes therein men-
tioned, and that he, with **Wm. A. Robinson, Jr.** witnessed the
execution thereof.

SWORN to before me this 1st

day of May 19 57 | Wadella P. Hendrix
Notary Public for South Carolina. (L. S.)

State of South Carolina)
COUNTY OF PICKENS)

RENUNCIATION OF DOWER

I, **Wm. A. Robinson, Jr.** Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. **Jeanette P. Bracken**
the wife of the within named **Milford Ray Bracken**
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, re-
nounce, release and forever relinquish unto the within named

Thomas Cecil Bracken, his heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the
premises within mentioned and released.

Given under my Hand and Seal this 1st

day of May
Anno Domini 1957 | Jeanette P. Bracken
Notary Public for South Carolina. (L. S.)

RECORDED 3rd DAY OF May 1957
AT 10:22 A.M.
BY E. P. McDANIEL, CCP & RMC

6-X/30

JULIEN D. WYATT & FELIX L. FINLEY, JR., Attorneys at Law, Pickens, South Carolina

State of South Carolina
COUNTY OF PICKENS



2.5.10

Know All Men by These Presents, That I (We) J. J. Bracken and Agathia H. Bracken

of the County of Pickens in the State aforesaid in consideration of the sum of One thousand and no/100's (\$1,000.00) Dollars to ^{us} ~~Me~~ (We) paid by Milford H. Bracken and T. C. Bracken 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 Milford H. Bracken and T. C. Bracken, their heirs and assigns, forever

"ALL that piece, parcel or tract of land in the State of South Carolina, County of Pickens, near theasley-Greenville highway, containing Twenty and forty-five one hundredths (20.45) acres, more or less, according to plat of John C. Smith and J. Coke Smith, dated October 31, 1951, and described on said plat as follows: BEGINNING at an iron pin near branch; thence with the line of lands sold to Landrith South 10-30 East 525 feet to iron pin; thence with lands of Acker South 59-45 East 1300 feet to iron pin; thence North 38-45 West 820 feet to iron pin; thence North 72 East 1422 feet to iron pin, being a portion of the lands conveyed to J. J. Bracken and Agathia H. Bracken by W. A. Acker by deed dated April 6, 1949, recorded in book of Deeds O-F, at page 44, in the office of the Clerk of Court for Pickens County, South Carolina."

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

Milford H. Bracken and T. C. Bracken, their Heirs and Assigns forever.

And ~~I~~ (We) do hereby bind ~~Myself~~ (Ourselves) and ~~My~~ (Our) Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Milford H. Bracken and T. C. Bracken, their

Heirs and Assigns, against ~~Me~~ (Us) and ~~My~~ (Our) Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS ~~My~~ (Our) Hand and Seal this 6th day of November in the year of our Lord one thousand nine hundred and fifty one and in the one hundred and seventy sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

James M. Porter
Thelma S. Barrett

James J. Bracken (SEAL)
Agathia H. Bracken (SEAL)
____ (SEAL)
____ (SEAL)

State of South Carolina

COUNTY OF PICKENS

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Thelma J. Bennett
and made oath that he saw the within named J. J. Bracken and Agathia H. Bracken
sign, seal and, as the fact and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with Mary B. Porter witnessed the
execution thereof.

SWORN to before me this 6th

Day of November, 19 51
Mary B. Porter (L. S.)
Notary Public for South Carolina.

Thelma J. Bennett

State of South Carolina

COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, Mary B. Porter, Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. Agathia H. Bracken
the wife of the within named J. J. Bracken
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
Wilford A. Brackens and T. C. Brackens, their heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th
day of November

Anno Domini 19 51
Mary B. Porter (L. S.)
Notary Public for South Carolina.

Agathia H. Bracken

RECORDED 6 DAY OF April 19 51
AT 4 P. M.
BY J. P. McDANIEL, CCP & RMC

GEO. L. GRANTHAM, ATTORNEY AT LAW, Easley, South Carolina

State of South Carolina,
COUNTY OF PICKENS

Know All Men by These Presents, That We, A. T. and Frederica Brackens

in the State aforesaid, - - - - -for - - - - -and - - - - - in consideration of the
sum of One Hundred and no/100 - - - - -
to us paid by Milford Ray & Thomas Cecil Brackens

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 Milford Ray & Thomas Cecil Brackens, their heirs and assigns,
forever, except however, we, the grantors reserve all right,
title and interest in the below described tract of land for as
long as we or either of us shall live.

"All that certain piece, parcel or tract of land in the State
of South Carolina, County of Pickens, in the Crowell School
District, on the West side of Turner Hill Road and near the S. C.
Highway No. 123, and containing one-half acre, more or less,
and being bounded on the North by lands of Chandler, on the East
by road, on the South by other lands conveyed this day to Milford
Ray and Thomas Cecil Brackens, and having the following courses
and distances: BEGINNING at an iron pin on the West side of Turner
Hill Road, which point is the Northeast corner of the said tract;
thence S 78-30 W 140 feet to an iron pin; thence in a Southernly
direction 160 feet to an iron pipe (faucet); thence in a Southernly
direction 110 feet to a water oak; thence in an Easterly direction
188 feet to an iron pin on the West side of Turner Hill Road;
thence N 31-45 W 181 feet to the BEGINNING corner."

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

Milford Ray and Thomas Cecil Brackens, their

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Milford Ray and Thomas Cecil Brackens, their

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

WITNESS OUR Hands and Seals this 30th day of April
in the year of our Lord one thousand nine hundred and fifty-one
and in the one hundred and seventy-fifth year of the Sovereignty
and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Olivia M. Steppe
Wm A Robinson, Jr.

A. T. Bracken (SEAL)
Frederica Bracken (SEAL)

(SEAL)

State of South Carolina }

COUNTY OF PICKENS

Personally appeared before me Wm. A. Robinson, Jr.
and made oath that he saw the within named A. T. & Frederica Brackens
sign, seal and, as the best and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with Olivia M. Steppe witnessed the
execution thereof.

SWORN to before me this 30th

day of April, 1951

A. T. Bracken (L. S.)
Notary Public for South Carolina.

Wm A Robinson, Jr.

State of South Carolina }

COUNTY OF PICKENS

RENUNCIATION OF DOWER

I, Wm. A. Robinson, Jr. Notary Public for South Carolina, do hereby certify unto all
whom it may concern, that Mrs. Frederica Brackens
the wife of the within named A. T. Brackens
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

Milford Ray & Thomas Cecil Brackens, their heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this 30th

day of April, 1951
Anne Domini 1951

Wm A Robinson, Jr. (L. S.)
Notary Public for South Carolina.

Frederica Bracken

RECORDED 4 DAY OF May 1951
AT 4 P. M.

DYE, P. McDANIEL, CDP & BMR

Easements/ROW's

Pipeline Right-of-Way
Easement Agreement
Page 1 of 3

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

**PIPELINE RIGHT-OF-WAY
EASEMENT AGREEMENT**

THIS AGREEMENT is made effective as of 5th, 2003, May, and by and between Thomas Cecil Braken, Jr. (hereinafter "Grantors") and Pickens County, its agents, business invitee, licensees, successors and assigns (hereinafter "Grantee"). The parties herein agree as follows:

WITNESS:

EXPRESS GRANT OF EASEMENT / RIGHT-OF-WAY. Grantor(s) in consideration of the sum of dollars and no cents (\$2,500), and the receipt and sufficiency of which is hereby acknowledged by Grantor(s), expressly grant(s) unto Grantee, its successors and assigns, the perpetual right, privilege and easement, which consists of the following:

An easement appurtenant consisting of forty-five (45) feet in width until pipeline construction is completed, and consisting of twenty (20) feet in width thereafter in perpetuity, accommodating underground pipelines and related facilities for transmission of sewage. Said easement shall extend over the land of Grantor(s), with the route of said easement being more particularly shown on an attached Exhibit A, No. 28, and recorded in Plat Book _____ at Page _____ in Pickens County RMC Office.

PURPOSE OF GRANT. Grantee desires the aforementioned easement for facilitating construction, improvement, operation, maintenance and repair of sewer lines in order to promote the public welfare.

PERMITTED USES. Grantor(s) grants the Grantee the right of ingress and egress from said Right-of-Way over and across the other lands of the Grantor by means of existing roads and lanes thereon, adjacent thereto, or crossing said Right-of-Way. Grantee will repair any actual damage it may do to the Grantor's private roads and lands and will reimburse Grantor for any actual damage not repaired which is caused by the exercise of the right of ingress and egress. Grantee may keep and maintain, as Grantee deems necessary, the Right-of-Way clear of all structures, trees, stumps, roots, shrubbery and undergrowth which in Grantee's judgment may interfere with proper operation of its pipeline facilities. Grantor reserves all other right to said strip of land not inconsistent with the right and easement above set out, except that Grantor agrees not to interfere with Grantee's uses and equipment upon, over, under and through said land.

OWNERSHIP. All timber within the Right-of-Way shall be the property of the Grantee unless otherwise mutually agreed upon and hereinafter set forth in Special Conditions if applicable. Grantor(s) agree(s) that all lines, facilities structures and related apparatuses installed on the aforementioned land by Grantee or its representatives shall be and shall remain the property of Grantee, removable or replaceable at its option; and that the Grantor(s) will not construct any structure, including septic tank, underground tank, or burial ground obstructing said Right-of-Way, except upon prior agreement thereto by Grantee in writing. Existing fences crossing said Right-of-Way will be restored after construction, including gates to permit Grantee access, if necessary. Future fences erected by the Grantor are permissible as long as gated access is made available by the Grantor to the Grantee. The Grantor(s) covenants(s) that he/she/they, is/are the fee simple owner(s) of the above described lands.

QUIET ENJOYMENT. Grantee agrees, in the course of using the aforementioned easement, to endeavor to cause the least interference to Grantor(s) and his/her/their use of said land, and to leave the land as closely resembling its original appearance as possible. The Grantee will endeavor to prohibit unauthorized access to the easement by installation of signs and gates on pre-existing cross-easement fencing.

000015036 07/02/2003 10:54:08AM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$0.00

Pipeline Right-of-Way
Easement Agreement
Page 2 of 3

MAINTENANCE. Grantee shall be responsible for all construction, improvement and maintenance connected with the aforementioned underground pipelines.

SPECIAL CONDITIONS: None

ENTIRE AGREEMENT/AMENDMENT. This Agreement contains the entire understanding between the parties and there exist no other promises or conditions in any other agreement, whether oral or written. This Agreement may be modified or amended in writing, so long as the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement/right-of-way unto Grantee herein, its successors and assigns forever.

WITNESS our hands and seals this 5th day of May, 2003

Judy L. Wood
Witness

Albert Bracken POA.
Grantor Thomas Cade Bracken Jr.

V. Scott Barnes
Witness

For Pickens County

Judy L. Wood
Witness

V. Scott Barnes
Witness

William D. Fubler
Grantee's Agent
Director
Pickens County Public Service Commission
Agent's Title

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw, (Grantor), seal and as the grantor's (s') act and deed deliver the within written deed, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Judy L. Wood
Print Witness Name

Judy L. Wood
Signature of Witness

SWORN to before me this 5th
day of May, 2003 (seal)

L. Betty Osborne
Notary Public for the State of South Carolina
My Commission Expires: 1/16/2011

Pipeline Right-of-Way
Easement Agreement
Page 3 of 3

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw William D. Nicholas (Grantee), seal and as the grantee's(s') act and deed deliver the within written deed, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

V. SCOTT BARNES
Print Witness Name

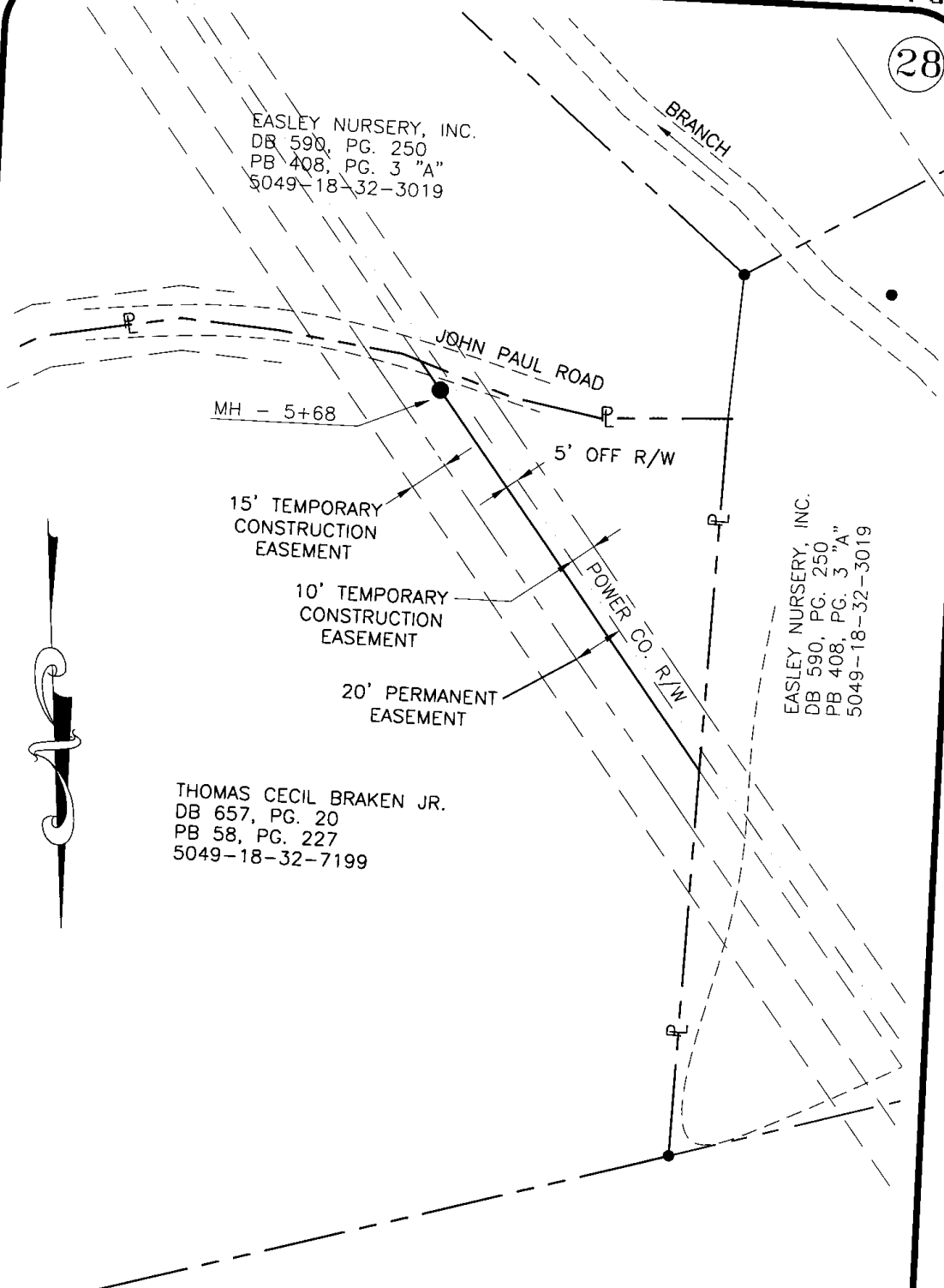
V. Scott Barnes
Signature of Witness

SWORN to before me this 5th
day of May 2003 (seal)

L. Betty Osborne
Notary Public for the State of South Carolina
My Commission Expires: 1/16/2011

(28)

EASLEY NURSERY, INC.
DB 590, PG. 250
PB 408, PG. 3 "A"
5049-18-32-3019



MH - 5+68

JOHN PAUL ROAD

5' OFF R/W

15' TEMPORARY
CONSTRUCTION
EASEMENT

10' TEMPORARY
CONSTRUCTION
EASEMENT

20' PERMANENT
EASEMENT

POWER CO. R/W

EASLEY NURSERY, INC.
DB 590, PG. 250
PB 408, PG. 3 "A"
5049-18-32-3019

THOMAS CECIL BRAKEN JR.
DB 657, PG. 20
PB 58, PG. 227
5049-18-32-7199

EXHIBIT A

DATE: JULY 2002
STATE OF SOUTH CAROLINA
COUNTY OF PICKENS
CRAYTON CREEK SEWERS



B.P. BARBER & ASSOCIATES, INC.
ENGINEERS ~ SURVEYORS ~ PLANNERS
9501 GREENVILLE HIGHWAY
SPARTANBURG, S.C. 29301
864-949-1111

DRAWING OF THE APPROXIMATE
LOCATION OF A SEWER LINE RIGHT
OF WAY ACROSS THE PROPERTY OF:

THOMAS CECIL BRAKEN JR.

FOR
PICKENS COUNTY
PUBLIC SERVICE
COMMISSION

PICKENS, SOUTH CAROLINA

REFERENCES:

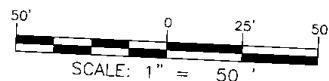
TAX MAP NO. 5049-18-32-7199
DEED BOOK 657, PG. 20
PLAT BOOK 58, PG. 227

LENGTH OF EASEMENT: 193± LF

TOTAL AREA OF PERMANENT EASEMENT
0.09 ACRES

TOTAL AREA OF CONSTRUCTION EASEMENT
0.13 ACRES

TOTAL AREA
0.22 ACRES



BLUE RIDGE ELECTRIC COOPERATIVE, INC. 009002
 TRANSMISSION LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA

OLIVER A. NEALY
FILEDCOUNTY OF Pickens

MAR 21 4 53 PM '86

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, whether
 one or more) Thomas C. Bracken

(unmarried) X (husband and wife) (company or corporation)

(other) hereinafter referred to as "Grantor," in consideration
 eighteen thousand,
 of the sum of eight hundred, fifty dollars (\$ 18,850.00)

Dollars in hand paid by Blue Ridge Electric Cooperative, Inc., whose
 principal office is in Pickens, South Carolina, (hereinafter called
 the "Cooperative"), the receipt of which is hereby acknowledged, and
 other valuable considerations do hereby grant unto the Cooperative,
 its successors, lessees and assigns, the perpetual right, privilege,
 and easement:

(a) To go upon the tract of land of the Grantor, containing 50 ±
 acres, located on Road Turner Hill, situate about 4 miles
 in the west direction from the town of Easley, S. C.
 and being bounded by lands owned by W. D. Rollins,
Highway 153, William Jaffeaux
 and Brenda Tucker Powell.

This land further described as being in Block No. K, Section No.
13, Parcel No. 100, of the tax records of Pickens
 County, South Carolina, and as located in records of the Cooperative
 as Map No. 266, Section 10, Block .

(b) The perpetual right to enter Grantor's land, above described,
 and on, in, and along all streets, roads or highways abutting said
 land.

(c) The right to construct, reconstruct, inspect, maintain, alter,
 remove, and replace electric transmission lines and parts and
 components of such lines. A "Transmission Line" shall consist
 of a line of poles or other supporting structures spaced at
 necessary and proper intervals for holding wires, cables, conduc-
 tors together with guy wires, crossarms, insulators and appropriate
 hardware for the purpose of transmitting electric energy.

(d) The right to keep and maintain, as the Cooperative deems
 necessary, a right-of-way clear of all structures, trees, stumps,
 roots, shrubbery and undergrowth along said lines, facilities
 or structures for a space up to 50 feet in width on each side
 of the centerline of said lines.

* Attached provisions here in made part of this agreement.

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure (other than ordinary fencing) within the cleared portion of said right-of-way, except upon the prior agreement thereto by the Cooperative in writing.

The Cooperative agrees that in locating and installing its structures and anchors, if any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

Grantor reserves all other rights to said strip of land not inconsistent with the right and easement above set out, except that Grantor agrees that no wells shall be dug on said strip; that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip; that no building or other structure shall be erected thereon; and that said strip shall not be used for burial grounds.

TO HAVE AND TO HOLD said tract(s) or parcel(s) of land together with all privileges and appurtenances there unto belonging for the use and purposes aforesaid, unto Grantee, it's successors and assigns forever.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements; that the same is free and clear from any and all incumbrances and will forever warrant and defend the title to the said rights and easements against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this

12TH day of DECEMBER, 1985.

Thomas C. Bracken (L.S.)

_____ (L.S.)

_____ (L.S.)

Signed, sealed and delivered in the presence of: The within document was filed

Albert Simpson

for record on the 21st day of

Alexander P. Ramsay

March, 1986 and recorded

STATE OF SOUTH CAROLINA

14-T page 977
PROBATE James A. Nealey

COUNTY OF PICKENS

Clerk of Court and Ex. Sec.
Pickens County, S. C.

PERSONALLY appeared before me ALBERT SIMPSON and
made oath that he was present and saw the within named
THOMAS C. BRACKEN

SIGN, SEAL AND as HIS ACT AND DEED deliver the within
written deed, for the uses and purposes therein mentioned, and that
he with ALEXANDER P. RAMSAY witnessed the execution thereof.

SWORN TO AND SUBSCRIBED

before me this 12TH day

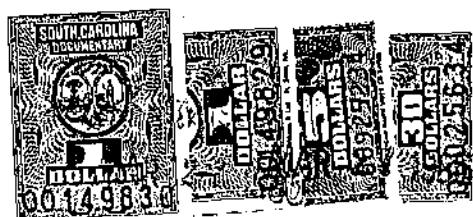
of DECEMBER, 1985.

Alexander P. Ramsay (L.S.)

Notary Public for South Carolina

My commission expires: MY COMMISSION EXPIRES JUNE 9, 1992

Albert Simpson



File No. 111 - Special Provisions

Blue Ridge Electric Cooperative, Inc., hereinafter referred to as Grantee, includes the following provisions in the Right-of-Way Agreement with Thomas Cecil Bracken, hereinafter referred to as Grantor.

That nursery stock be allowed to grow on easement of Grantor, provided that nursery stock not be allowed over twenty feet. Nursery stock being defined as ornamental shrubs, bushes or trees. The Grantee does not accept responsibility for any injury or damages resulting from the harvesting of nursery stock.

No plant or tree under 20 feet in height in the area included in the easement will be cut during regular scheduled maintenance of this line unless consent is given by Grantor.

That three phase service be available from this line.

That construction routing and construction access is subject to approval of Grantor provided it is not unduly expensive.

These special provisions shall remain in effect so long as the Grantor is operating a nursery.

~~REGISTERED~~
DEED

BOOK 14-T

PAGE 977

RECORDED March 21 19 86

TIME 4:53

CARD _____ OF _____ CARDS

GRANTOR
~~MORTGAGOR~~

Thomas C. Bracken

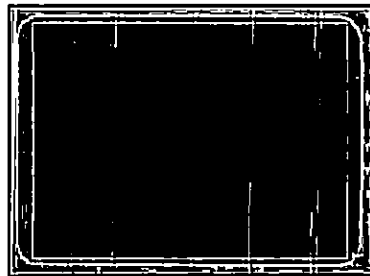
GRANTEE
~~MORTGAGEE~~

Blue Ridge Elec. Coop., Inc.

DESCRIPTION R/W EASEMENT

SATISFACTION

CLERK OF COURT
PICKENS COUNTY
PICKENS, S.C.



DO NOT REFILE THIS FILM CARD

RETURN TO CLERK OR DEPUTY OR
PLACE IN REFILE TRAY.

NOTICE: THIS FILM AND CARD MAY NOT BE
ALTERED NOR DAMAGED IN ANY MANNER NOR
REMOVED FROM THE CLERKS OFFICE UNDER
PENALTY OF LAW.

Project No. 552189623
Drawn By PLM BSTATE OF SOUTH CAROLINA
COUNTY OF PICKENS

KNOW ALL MEN BY THESE PRESENTS, That Barry H. Bracklen (PRES)
Barry H. Bracklen (PRES) hereinafter called "Grantor" (whether one or more); in consideration of the sum of One Dollar (\$1.00) and other
good and valuable considerations, does hereby grant unto DUKE POWER COMPANY, its successors and
assigns, hereinafter called "Grantee," the right, privilege and easement to go in and upon that certain land of
Grantor (hereinafter "premises") situated in said County and State, bounded by lands of:
N - R-13-00-102 ROLLINS
E - R-13-00-1005 WILSON
W - EARL E. MORRIS JR. HAY

and over and across said premises within a right-of-way strip having a width of 15 feet on each side of
a centerline determined by the centerline of the electrical facilities as installed, to (check applicable):

☒ construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other
necessary apparatus and appliances, overhead lines for the purpose of transporting electricity and for the
communications purposes of Grantee and regulated telephone utilities. The following rights are also granted to
Grantee: to enter said premises to inspect said lines, to perform necessary maintenance and repairs, and to
make alterations and additions thereto; to remove from the right-of-way strip, now or at any time in the future,
trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines
and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper
maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased,
weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere
with or fall upon the electric or communication facilities within the right-of-way strip; and to install guy wires and
anchors extending beyond the limits of the right-of-way strip when determined necessary by Grantee.

☐ construct, maintain and operate underground lines and conduits with other necessary apparatus and
appliances, either above ground or below ground, to include transformers and service connections, for the
purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The
following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform necessary
maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right-
of-way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the
right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way
strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All
underground facilities are to be installed in accordance with the provisions of Grantee's Underground
Distribution Installment Plan, SCPSC Docket No. 87-275-E, Order No. 90-744, receipt of a copy of which is
acknowledged by grantor.

This right-of-way is given to permit the construction of electrical facilities presently proposed. Facilities at other
locations and future extensions of presently constructed facilities are not permitted by this agreement. The
foregoing notwithstanding, Grantee may relocate its electrical facilities and right-of-way strip over the premises
to conform to any future highway or street relocation, widening or improvement.

000023278 11/29/2001 12:59:47PM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 16th day of OCTOBER, 192001.

Easley Nursery Inc.
By Barry H. Bracken (Corporate Name) _____ (SEAL)
President _____ (SEAL)
_____ (SEAL)
_____ (SEAL)

Signed, Sealed and Delivered in the Presence of:

Randy Reeves

STATE OF SOUTH CAROLINA, _____ COUNTY

Personally appeared before me _____ and made oath that he saw the within named _____ sign, seal and as _____ act and deed deliver the within written instrument, and that _____ with _____ witnessed the execution thereof.

Sworn to me this _____ day of _____, A.D., 19____.

(Notary Public)

My Commission Expires _____

STATE OF SOUTH CAROLINA, PICKENS COUNTY

Personally appeared before me JAMES A. PORTER and made oath that he saw the within named EASLEY NURSERY, a corporation, by Barry H. Bracken, THE President, sign, seal and as its act and deed deliver the within written instrument, and that he with RANDY REEVES witnessed the execution thereof.

Sworn to me this 16th day of OCTOBER, A.D., 19 2001.

James A. Porter
(Notary Public)

My Commission Expires

JUNE 10th 2002

Filed this _____ day of _____, A.D., 19____ and recorded in Book _____ Page _____ Fee \$ _____

PKLj 831.6532
552195891

STATE OF SOUTH CAROLINA)
COUNTY OF Pickens

AFFIDAVIT

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

1. Property transferred by Larry Bracken Eastly Nursery Inc to Sub Prime Co

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 _____

☒ not an arm's length real property transaction and the fair market value of the property is \$ 1.12

As required by Code Section 12-24-30, I state that I am a responsible person who was connected with the transaction as Purchaser

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

Linda S. Neely
Purchaser, Legal Representative of the Purchaser, or
other Responsible Person Connected with the transaction

Loren M. Martin
SWORN to before me this 16th
day of Nov 2001
Notary Public for South Carolina
My Commission Expires Oct 22, 2003

* The fee 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 it after the transfer.

000017769 BKD0691 PG00140

000017769 08/19/2008 02:55:07PM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00

Project No. 130852
Drawn By: Sherrill Hattaway
Project Description: Relocate OH line

Return Address: Duke Energy
Attn: Sherrill Hattaway
425 Fairforest Way
Greenville, SC 29607

STATE OF SOUTH CAROLINA
COUNTY OF Pickens

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That 5049-18-42-0269 hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, does hereby grant unto DUKE ENERGY, and its successors and assigns, subsidiaries and divisions, hereinafter called "Grantee," the perpetual right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, property described as:

5049-18-42-0269 Daniel R. Bracken Sr
on the N by 5049-18-32-2355 W.D. Rollins Sr
on the E by 5049-18-31-6685 Bracken Family Trust c/o Thomas C Bracken
on the S by John Paul Lane
on the W by 5049-13-32-0199 Alvin T. Bracken Trustee

and over and across said premises within a right-of-way strip (check applicable):

☒ having a width of 15 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of the Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform maintenance and repairs, and to make alterations and additions thereto; to remove from the right-of-way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of the Grantee, might interfere with or fall upon the electric or communications facilities within the right-of-way strip; and to install guy wires and anchors extending beyond the limits of the right-of-way strip.

☐ having a width of _____ feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to construct, maintain and operate underground lines and conduits with other apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right-of-way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installation Plan, SCPSD Docket No.87-275-E, Order No.90-744, receipt of a copy of which is acknowledged by Grantor.

This right-of-way is given to permit the construction of facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal hereunto affixed by authority of its Board of Directors, this 12 day of August, A.D., 2002.

(Corporate Name)
By: _____

President

[Signature] (SEAL)

(SEAL)
(SEAL)
(SEAL)

Signed, Sealed and Delivered in the presence of:
[Signature]
[Signature]

STATE OF SOUTH CAROLINA, Pickens COUNTY
Personally appeared before me A. Burdette and made oath that he saw the within named Daniel N. Bryant sign, seal and as his/her act and deed deliver the within written instrument, and that he with Stenell A. Hallaway witnessed the execution thereof.
Sworn to me this 12 day of Aug., A.D., 2002.
[Signature]
Notary Public
My Commission Expires October 21, 2003

PICKENS COUNTY TAX ASSESSOR
PICKENS, SC 29671

GEORGE N. BRYANT
COUNTY AUDITOR
222 McDANIEL AVE., B-7
PICKENS, SC 29671

Affix (Notary or Corporation) Seal

Filed this _____ day of _____, A.D. _____ and recorded in Book _____ Page _____ Fee \$ _____

STATE OF SOUTH CAROLINA)
COUNTY OF Pickens

AFFIDAVIT

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

1. Property transferred by David R. Brackley to Subs. Power

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 _____

☒ not an arm's length real property transaction and the fair market value of the property is \$ 100

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

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

David R. Brackley
Purchaser, Legal Representative of the Purchaser, or
other Responsible Person Connected with the transaction

Lynda M. Darter
SWORN to before me this 14
day of Aug 1998
Notary Public for South Carolina
My Commission Expires Oct 23, 2001

* The fee 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 it after the transfer.

000017768 BKD0691 PB00137

000017768 08/19/2002 02:54:50PM
Filed At Register of Deeds
Pickens County SC
Fees Paid \$10.00

Project No 130852
Drawn By: Sherrill Hattaway
Project Description: Relocate OH line

Return Address: Duke Energy
Attn: Sherrill Hattaway
425 Fairforest Way
Greenville, SC 29607

STATE OF SOUTH CAROLINA
COUNTY OF Pickens

RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That 5049-18-31-6685 hereinafter called "Grantor" (whether one or more), in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, does hereby grant unto DUKE ENERGY, and its successors and assigns, subsidiaries and divisions, hereinafter called "Grantee," the perpetual right, privilege and easement to go in and upon that certain land of Grantor (hereinafter "premises") situated in said County and State, property described as:

5049-18-31-6685 Bracken Family Trust c/o Thomas C. Bracken
on the N by 5049-18-32-2355 W D Rollins Sr
on the E by Turner Hill Road
on the S by John Paul Lang
on the W by 5049-13-42-0269 Daniel R. Bracken Sr

and over and across said premises within a right-of-way strip (check applicable):

☒ having a width of 15 feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to construct, maintain and operate with poles, crossarms, wires, guys, anchors, cables, transformers and other apparatus and appliances, overhead lines for the purpose of transporting electricity and for the communications purposes of the Grantee and regulated telephone utilities. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform maintenance and repairs, and to make alterations and additions thereto; to remove from the right-of-way strip, now or at any time in the future, trees, structures or other obstructions that may endanger the proper maintenance and operation of said lines and trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of the Grantee, might interfere with or fall upon the electric or communications facilities within the right-of-way strip; and to install guy wires and anchors extending beyond the limits of the right-of-way strip.

☐ having a width of _____ feet on each side of a centerline determined by the centerline of the electrical facilities as installed, to construct, maintain and operate underground lines and conduits with other apparatus and appliances, either above ground or below ground, to include transformers and service connections, for the purpose of transporting electricity and for the communications purposes of Grantee and its licensees. The following rights are also granted to Grantee: to enter said premises to inspect said lines, to perform maintenance and repairs, and to make alterations and additions thereto; and to clear the land within the right-of-way strip and to keep it clear of trees, structures or other obstructions; and to clear that land outside the right-of-way strip within ten feet of the service door of any transformer or cabinet located within the right-of-way strip and to keep the area within ten feet of said door clear of trees, structures or other obstructions. All underground facilities are to be installed in accordance with the provisions of Grantee's Underground Distribution Installment Plan, SCPSC Docket No.87-275-E, Order No.90-744, receipt of a copy of which is acknowledged by Grantor.

This right-of-way is given to permit the construction of facilities presently proposed. Facilities at other locations and future extensions of presently constructed facilities are not permitted by this agreement. The foregoing notwithstanding, Grantee may relocate its facilities and right-of-way strip over the premises to conform to any future highway or street relocation, widening or improvement.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal hereunto affixed by authority of its Board of Directors, this 12 day of August, A.D., 2003.

(Corporate Name)
By: _____

President

Linda B. Kline (SEAL)
Executive of Thomas Chilton (SEAL)

(SEAL)

Signed, Sealed and Delivered in the

Presence of
Shirley A. Stathury
AC Burdett

STATE OF SOUTH CAROLINA, Pickens COUNTY

Personally appeared before me Shirley A. Stathury and made oath that She saw the within named Linda B. Kline sign, seal and as his/her act and deed deliver the within written instrument, and that she with AC Burdett witnessed the execution thereof.

Sworn to me this 12th day of Aug, A.D., 2003.

Shirley A. Stathury
Shirley A. Stathury
Notary Public

My Commission Expires 06/01/2003

NOTARY PUBLIC
B-7
2003

GEORGE N. BRYANT
COUNTY CLERK
222 McDANIEL AVE., B-7
PICKENS, SC 29671

Affix (Notary or Corporation) Seal

Filed this _____ day of _____, A.D., _____ and recorded in Book _____ Page _____ Fee \$ _____

STATE OF SOUTH CAROLINA
COUNTY OF Lake

AFFIDAVIT

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

I. Property transferred by Bradley Family Trust to Shelby Power Co
(Attorney of Bradley Family Trust)

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 _____

☒ not an arm's length real property transaction and the fair market value of the property is \$ 1.2

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

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

Shelby Power Co
Purchaser, Legal Representative of the Purchaser, or
other Responsible Person Connected with the transaction

James M. Martin
SWORN to before me this 14th
day of Aug 1992
Notary Public for South Carolina
My Commission Expires 12/31/95

* The fee 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 it after the transfer.

STATE OF SOUTH CAROLINA

COUNTY OF PICKENSBook 12-R Page 925KNOW ALL MEN BY THESE PRESENTS, That THOMAS CECIL BRACKEN

grantor(s) of said County and State, in consideration of the sum of one dollar (\$1.00) to me (us) in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, ~~bounded by lands of~~: LOCATION BASED ON PICKENS COUNTY PROPERTY PLAT BOOK NUMBERS, 5/14/73: (K-13-100) BOUNDED BY, ON NORTH (K-13-102) OWNED BY W.D. & M.L. ROLLINS; ON EAST BY TURNER HILL ROAD; ON SOUTH BY (K-13-99) OWNED BY I.W. & S.M. BROWN; ON WEST BY (K-13-109) OWNED BY J.M. & J.W. FREEMAN.

and to construct, maintain and operate in, upon and through said premises, in a proper manner, with poles, wires, guys, conduits, cables, transformers, and other necessary apparatus and appliances, overhead or underground lines for transmitting and distributing power by electricity, and for telephone purposes, together with the right at all times to enter said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon and additions thereto together with the right at all times to cut away or by other means to keep clear of said lines all trees, brush and other obstructions that may, in any way, endanger the proper maintenance and operation of the same; also including the right to relocate said lines over said premises to conform to any future highway or street relocation, widening or improvement.

IN WITNESS WHEREOF, the said grantor(s) do ES hereunto set HIS hand(s) and seal(s) this 21 day of MAY, 19 73.

Witness

Wendel Paul Potts
David H. McRae

Thomas Cecil Bracken (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Personally appeared before me WENDEL PAUL POTTS and made oath that HE saw the within named THOMAS CECIL BRACKEN sign, seal, and as HIS act and deed deliver the within written instrument, and that WENDEL PAUL POTTS with DAVID H. MCRAE witnessed the execution thereof.

Sworn to before me this 23rd day of July, A. D. 19 73.
 (SEAL) Charles D. Boone Wendel Paul Potts

Notary Public's Commission Expires
 April 7, 1979

Filed _____ day of _____, A. D. 19 _____ and recorded in Book _____
 Page _____ Fee, \$ _____

County, S. C.

DEED

BOOK

12-R

PAGE

925

RECORDED

July 27

19 73

TIME

9 AM

CARD

OF

CARDS

GRANTOR

Thomas Cecil Bracken

GRANTEE

Duke Power Company

DESCRIPTION

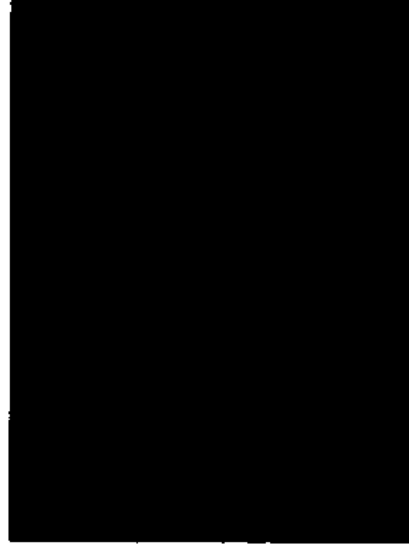
Right of Way

SATISFACTION

J. F. GRIFFIN
CLERK OF COURT
PICKENS COUNTY
PICKENS, S.C.

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RETURN TO CLERK OR DEPUTY OR
PLACE IN REFILE TRAY.



NOTICE: THIS FILM AND CARD MAY NOT BE
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PENALTY OF LAW.

Co. Tax \$ 35.20

File No. 7489-6

STATE OF SOUTH CAROLINA }
PICKENS COUNTY }

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 17th day of August, 1976,
by and between

THOMAS CECIL BRACKEN



hereinafter called "Grantor" (whether one or more), and DUKE POWER COMPANY, a North Carolina corporation, hereinafter called "Grantee";

WITNESSETH:

That Grantor, in consideration of Ten Dollars and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, subject to the limitations hereinafter described, the right to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, lines, cables and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for the purpose of transmitting electric power and for Grantee's communication purposes, together with a right of way, on, along and in all of the hereinafter described tract (s) of land lying and being in the aforesaid county and more particularly described as follows:

Being a strip of land 270 feet wide extending 75 feet on the southwesterly side and 195 feet on the northeasterly side of a survey line which has been marked on the ground and is approximately 1121.3 feet long and lies across the land of the Grantor (in one or more sections).

FOR TRUE CONSIDERATIONS
SEE AFFADAVIT
BOOK 8 PAGE 150

Said strip(s) is shown on map of Duke Power Company Rights of Way marked File No. 5-632, copy of which is attached hereto and made a part hereof.

The land of the Grantor over which said rights and easements are granted is a part of the property which was acquired by:

Deed recorded in Book 8-P at page 200
Deed recorded in Book 6-X at page 30
Deed recorded in Book 6-T at page 164
Will recorded in Book at page
Intestate succession from

The right of way and easement herein granted by Grantor to Company, its successors and assigns, consist of the following:

1. The right to enter Grantor's land above described, and on, in, and along the strip(s) above described, the right to construct, reconstruct, inspect, maintain, alter, remove, and replace electric transmission lines and parts and components of such lines. A "transmission line" shall consist of a line of towers, poles, or other supporting structures (all of which shall be hereinafter called "Company's structures") spaced at necessary and proper intervals, for holding, either above or below ground level, wires, cables, conductors, pipes, lines, conduits, together with guy wires, structure foundations, crossarms, insulators, fixtures, and appropriate hardware for the purpose of transmitting electric energy and for Company's communication purposes.

2. The right (a) to clear and to keep the strip(s) free of trees (except fruit trees below 15 ft. in height), structures, buildings, mobile homes and trailers, human graves, wells, septic tanks, underground storage tanks, garbage, trash, rubble, flammable material, building material, junk, and wrecked or disabled vehicles; (b) to keep said strip(s) free and clear from all other objects, whether above or below ground, which may interfere in any way with or endanger the transmission line, or the maintenance and operation of the line by Company; (c) to fell all trees on Grantor's land outside of said strip(s) both now and in the future, tall enough to fall on a transmission line (or any component of same) on said strip(s); (d) to put gates in Grantor's fences on the strip(s) to give Company access through Grantor's fences on the strip(s); and (e) to plant or maintain shrubs and ornamental trees within said strip(s) at selected locations.

All trees which Company is authorized to cut by this agreement shall be the property of Duke Power Company.

Company's right to enter Grantor's land shall be confined to streets, roads, and driveways when they exist at the time entry is necessary and when they are adequate for Company's purposes; but when they do not exist or are not adequate, such right to enter shall be over the nearest most practicable route or routes to said strip(s). Company shall repair damage to Grantor's land, roads, driveways, and fences caused by Company's exercise of the rights herein granted and shall compensate Grantor for damages occurring to crops after the line is constructed.

Grantor reserves all other rights to said strip(s) not inconsistent with the rights and easements herein granted. Such reserved rights shall include, but shall not necessarily be limited to, the following: (1) the right to cultivate crops, plants, shrubs, and fruit trees that do not exceed 15 feet in height; (2) the right to pave, improve, and use the strip(s) for temporary automobile parking provided Grantor installs adequate protective barriers for Company's structures; (3) the right to use the strip(s) for recreation; provided no structures are erected; (4) the right to retain existing roads, drives, sewer, water, and other utility lines on the strip(s) at their existing locations as of the date of this instrument; (5) the right to construct and maintain new streets, roads, water, sewer, and utility lines across said strip(s) provided they cross the strip(s) at an angle of more than 30 degrees and are not located within 20 feet of Company's structures and meet legal clearance requirements; (6) the right to maintain existing fences and the right to build new fences on said strip(s) provided they are located at least 10 feet from Company's structures; and (7) the right to excavate, grade, and fill provided such is in accordance with good engineering practice, does not endanger Company's structures and their foundations, and meets legal clearance requirements.

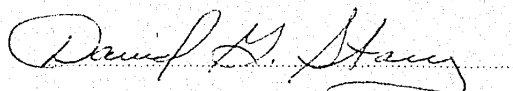
The failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of them.

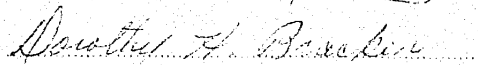
TO HAVE AND TO HOLD said tract(s) or parcel(s) of land together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, unto Grantee, its successors and assigns forever.

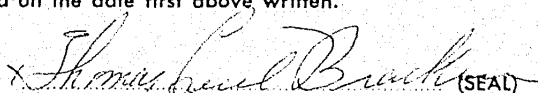
And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements; that the same is free and clear from any and all incumbrances and will forever warrant and defend the title to the said rights and easements against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Signed, Sealed and Delivered in the presence of:





 (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

PERSONALLY appeared before me DAVID G. STACY
and made oath he saw the within named THOMAS CECIL BRACKEN

sign, seal, and as his act and deed deliver the within written instrument, and that he
with Dorothy H. Bracken witnessed the execution thereof.

SWORN to before me this 20th
day of Aug., A.D., 1976

Notary Public

My Comm. Expires: 1-2-86

STATE OF SOUTH CAROLINA

COUNTY OF

PERSONALLY appeared before me
and made oath he saw the within named

sign, seal, and as act and deed deliver the within written instrument, and that
with witnessed the execution thereof.

SWORN to before me this
day of , A.D., 19

Notary Public

STATE OF SOUTH CAROLINA

COUNTY OF

PERSONALLY appeared before me
and made oath that he saw the within named
by President,
and Secretary, sign, seal and
as its act and deed deliver the within written instrument, and that he with
witnessed the execution thereof.

SWORN to before me this
day of , A.D., 19

Notary Public

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

The undersigned BLUE RIDGE PRODUCTION CREDIT ASSOCIATION, being the owner and holder of that certain mortgage dated August 10, 1965, executed by T. C. Bracken, recorded in the Public Registry of Pickens County, South Carolina, in Book 10-W, page 174, and of the indebtedness secured thereby joins in this instrument for the purpose of releasing, and hereby forever releases and discharges the rights, privileges and easements described herein from the lien and operation of said mortgage, expressly retaining the lien of said mortgage in full force and effect except as to the rights and easements hereby expressly released.

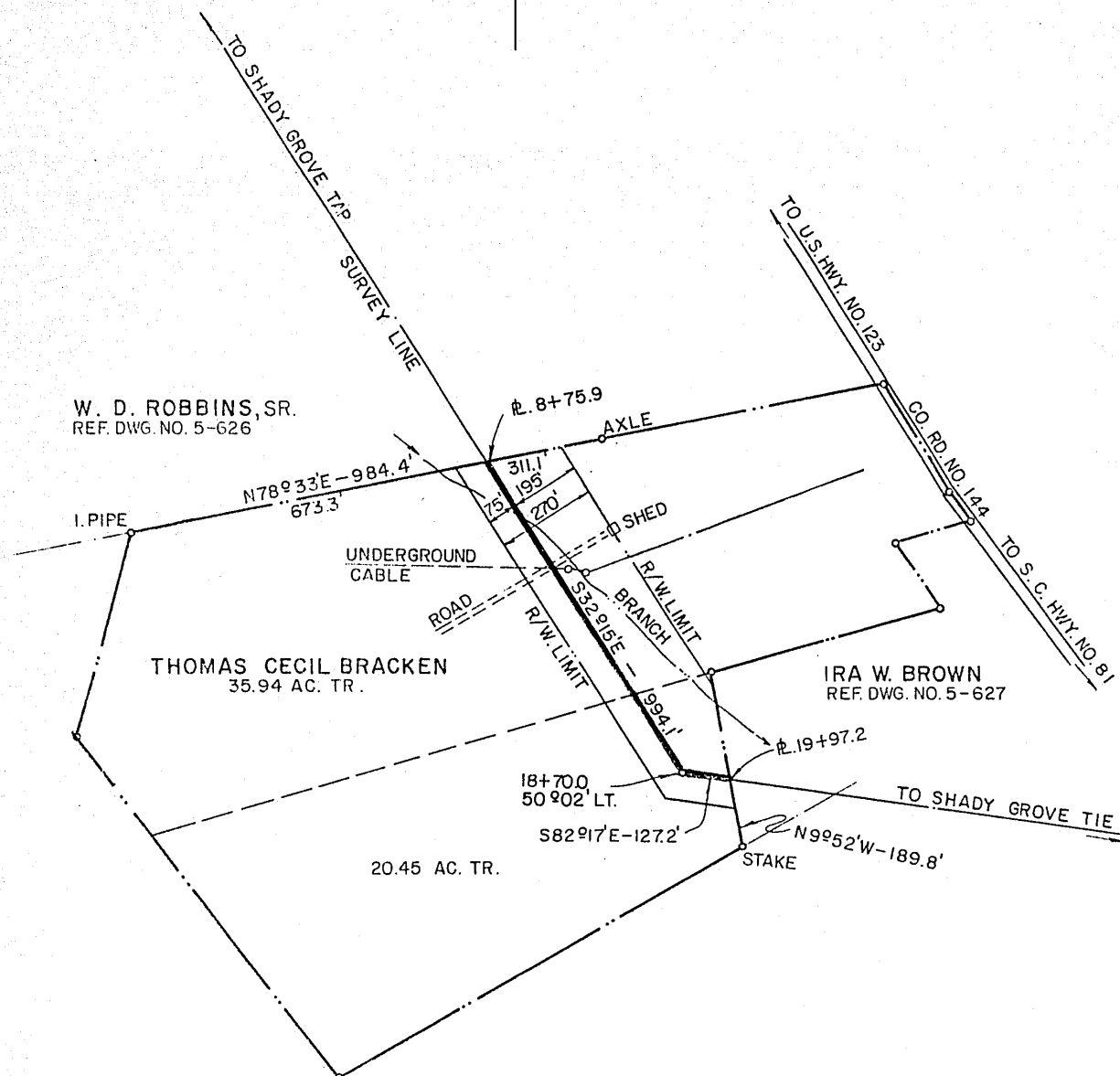
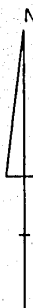
IN WITNESS WHEREOF, this instrument is executed on the ____ day of _____, 1976.

Signed, Sealed and Delivered
in the Presence of:

BLUE RIDGE PRODUCTION CREDIT ASSOCIATION

By _____
Vice President

Attest: _____
Assistant Secretary



DUKE POWER COMPANY
 SHADY GROVE TAP — SHADY GROVE TIE
 TRANSMISSION LINE
 CROSSING PROPERTY OF
 THOMAS CECIL BRACKEN
 NEAR: EASLEY, S.C.
 LIBERTY TOWNSHIP
 PICKENS COUNTY

MORTGAGE
DEED

BOOK 13-C

PAGE 414

RECORDED Aug. 27

19 76

TIME 5 PM

CARD 1 OF 2 CARDS

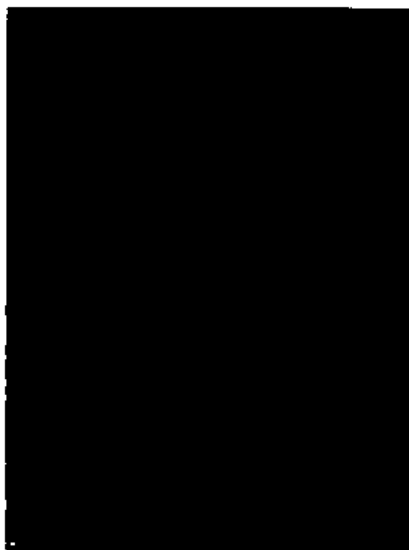
GRANTOR
~~MORTGAGOR~~ Thomas Cecil Bracken

GRANTEE
~~MORTGAGEE~~ Duke Power Company

DESCRIPTION Right of Way

SATISFACTION

J. F. GRIFFIN
CLERK OF COURT
PICKENS COUNTY
PICKENS, S.C.



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~~MORTGAGE~~
DEED

BOOK 13-C PAGE 414 RECORDED Aug. 27 19 76

TIME 5 PM

CARD 2 OF 2 CARDS

GRANTOR
~~MORTGAGOR~~ Thomas Cecil Bracken

Duke Power Company

GRANTEE
~~MORTGAGEE~~

DESCRIPTION Right of Way

SATISFACTION

J. F. GRIFFIN
CLERK OF COURT
PICKENS COUNTY
PICKENS, S.C.



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Indexes

(Reference Material)

Search Criteria - Name: easley nursery , Party Type: Both, Name Matching Mode: StartsWith, From Record Date: 1/1/1828, To Record Date: 3/8/2026, Document Type: All, Book Type: All

View	Row	Status	Party Type	Full Name	Cross Party Name	Doc Type	Record Date	Instrument #	Book Type	Book/Page	Description
	1		To	EASLEY NURSERY AND LANDSCAPING	BRACKEN THOMAS CECIL	DEED	11/29/1984	NA	DE	14N/60	(50 AC) MEMORANDUM OF LEASE TURNER HILL RD
	2		To	EASLEY NURSERY INC	BRACKEN THOMAS CECIL	DEED	02/15/1989	198901941	DE	57/214	9.16 AC SC HWY 153
	3		From	EASLEY NURSERY INC	BRACKEN THOMAS CECIL	MTG	02/15/1989	198901942	MTG	142/273	9.16 AC SC HWY 153
	4		To	EASLEY NURSERY INC	BRACKEN THOMAS CECIL	DEED	02/15/1995	199502383	DE	270/46	1.523 AC
	5		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SC TAX	09/04/1998	199820025	LN	1998/996	\$111.98
	6		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SC TAX	04/23/1999	199905413	LN	1999/485	\$116.63
	7		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SAT	06/03/1999	199905678	LN	1998/996	\$111.98
	8		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SAT	08/04/1999	199906145	LN	1999/485	\$116.63 3-50200923-6
	9		To	EASLEY NURSERY INC	BRACKEN T C	DEED	01/17/2001	200100928	DE	590/250	(6.34 AC) W/TURNER HILL RD
	10		From	EASLEY NURSERY INC		PLAT	01/17/2001	200100929	PL	408/0003	(6.34 AC) W/TURNER HILL RD
	11		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SC TAX	01/24/2001	200100078	LN	2001/55	\$4,198.49 3-50323498-1
	12		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SC TAX	01/24/2001	200100079	LN	2001/56	\$1,262.55 3-50323499-8
	13		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SAT	03/21/2001	200100545	LN	2001/55	\$4,198.49 3-50323498-1
	14		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SAT	03/21/2001	200100546	LN	2001/56	\$1,262.55 3-50323499-8
	15		From	EASLEY NURSERY INC	DUKE POWER COMPANY	D/EASE/ROW	11/29/2001	200123278	DE	646/111	EASEMENT/E MORRIS JR HWY
	16		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SC TAX	01/09/2002	200200065	LN	2002/64	\$829.71 3-50391935-0
	17		From	EASLEY NURSERY INC	SOUTH CAROLINA TAX COMMISSION	L/SAT	02/25/2002	200200276	LN	2002/64	\$829.71 3-50391935-0
	18		From	EASLEY NURSERY INC	PICKENS COUNTY	D/ROW	07/02/2003	200315042	DE	747/226	PIPELINE ROW EASEMENT AGRMT
	19		From	EASLEY NURSERY LLC		PLAT	04/17/2006	200606962	PL	548/0001	(0.50 AC)
	20		From	EASLEY NURSERY INC	HOLLY PLACE LLC	DEED	04/18/2006	200607182	DE	996/39	(.50 AC)

	21	To	EASLEY NURSERY INC	BRACKEN BARRY H	DEED	07/26/2006	200614256	DE	1023/142	(4.726 AC) ET AL
	22	From	EASLEY NURSERY LLC		PLAT	10/18/2007	200720060	PL	590/0020	(0.57)AC
	23	From	EASLEY NURSERY LLC		PLAT	10/18/2007	200720066	PL	590/0020	(0.86 AC)
	24	From	EASLEY NURSERY INC	BRACKEN THOMAS CECIL ESTATE	M/SAT	10/14/2014	201414961	MTG	4835/255	MTG 142/273
	25	From	EASLEY NURSERY INC	BRACKEN KEVIN H	DEED	06/13/2018	201808317	DE	1962/309	(0.86)AC BRACKEN LANE
	26	From	EASLEY NURSERY INC	CABRERA MAGDALENA ISABEL	DEED	06/13/2018	201808318	DE	1962/312	(0.57)AC BRACKEN LANE





< **Menu**

Lien ID

Individual

Business

Search for a Business

Find a state tax lien using a business's legal name or associated DBA (doing-business-as) name. The name formatting is based on the information provided to the SCDOR, and may not exactly match the legal name of the business. Use the optional FEIN field to refine your search.

Business Name

EASLEY NURSERY

Issued From



Active

Last four digits of FEIN

Issued To



Satisfied

Search

No records found based on your search criteria.

MyDORWAY Help



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SC Tax Index

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News

SOUTH CAROLINA DEPARTMENT OF REVENUE



Lien Search

 Search
by Lien
Details

 Search by
Individual

 Search by
Business

 Hide
Search
Options

Please use the [FAQs section](#) for help with search options and to get answers for all lien registry related questions.

Business Name :

Employer
Account Id :

Business FEIN :

Issued From :

Issued To :



No matching information found.

Lien Registry Results

[Export Data](#)

Showing 0 to 0 of 0 results



LIEN ID	ACCOUNT NUMBER	TYPE	TAXPAYER NAME	DBA NAME	ADDRESS	LIEN AMT	BALANCE AMT	ISSUED AT	ISSUED	STATUS	SATISFIED
------------	-------------------	------	------------------	-------------	---------	-------------	----------------	--------------	--------	--------	-----------

Showing 0 to 0 of 0 results



- Lien ID - View additional SCDEW statewide lien information.
- Issued - Where the lien was issued. All liens in this registry are considered statewide liens as of June 1, 2021.
- Date Filed - Date the lien was filed.
- Date Satisfied - View lien satisfaction information. Print a screenshot if needed. Liens are satisfied when the debt is paid in full.

Lien records are updated as information becomes available. If a lien is paid in full, it may take up to 30 days for the payment to process and the satisfaction to be posted. A zero balance may reflect that the payment and satisfaction are processing. Liens that are expunged due to an administrative correction and liens that have statutorily expired are not displayed.



Pickens County Thirteenth Judicial Circuit Public Index



[Pickens County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Search By... Court Type Court Agency

Case # Case Type Case SubType

Last Name/Business First Middle Suffix

Party Type

Action Type CDR Code

Indictment #

Date Type Beginning Ending

Tax Map# From Through

Only for Civil Cases... Index Search ☒ All ☐ Lis Pendens ☐ Judgments | Cross Index Search ☐ All ☐ Judgment For ☐ Judgment Against

Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
EASLEY NURSERY INC	Defendant	2001CP3900344	04/16/2001	Dismissed	02/19/2002	Common Pleas	Conversion 310		Common Pleas
EASLEY NURSERY INC	Defendant	2001LP3901049	04/16/2001	Cancelled	08/17/2016	Lis Pendens	Lis Pendens		Common Pleas
Easley Nursery Inc.	Defendant	200300279_103	08/04/2003	Disposed	02/10/2004	Civil	Summons & Complaint		Pickens Summary Court
Easley Nursery, Inc.	Defendant	2019CP3900750	06/03/2019	Dismissed	09/24/2020	Common Pleas	Debt Collection 110		Common Pleas

STATE OF SOUTH CAROLINA

IN THE COMMON PLEAS COURT

COUNTY OF PICKENS

CASE NO.2019CP3900750

Ascentium Capital LLC

Plaintiff(s)

VS

NOTICE OF DISMISSAL

Easley Nursery, Inc. and Resa Bracken, as
Personal guarantor

Defendant(s)

TO WHOM IT MAY CONCERN:

Please take notice that Plaintiff dismisses without prejudice the within action.

September 22, 2020

WALTERBORO, SOUTH CAROLINA

s/Jeffrey M. Butler
Jeffrey M. Butler
Woodard & Butler, LLC
Attorneys for the Plaintiff
PO Box 1906
Walterboro, SC 29488
Phone 843-538-4566
BAR # 1056

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19-1047

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

Search Criteria - Name: bracken barry , Party Type: Both, Name Matching Mode: StartsWith, From Record Date: 1/1/1828, To Record Date: 3/8/2026, Document Type: All, Book Type: All

View	Row	Status	Party Type	Full Name	Cross Party Name	Doc Type	Record Date	Instrument #	Book Type	Book/Page	Description
	1		From	BRACKEN BARRY H	HOME BUILDING & LOAN ASSOC	MTG	09/27/1973	NA	MTG	12U/664	(.876 AC) E/CITY OF EASLEY
	2		To	BRACKEN BARRY H	BRACKEN THOMAS CECIL	DEED	04/30/1976	NA	DE	13B/159	(.876 AC) E/EASLEY
	3		From	BRACKEN BARRY H	AMERICAN FEDERAL BANK FSB	MTG	09/08/1986	NA	MTG	14G/89	(.876 AC) EASLEY ET AL
	4		From	BRACKEN BARRY H	AMERICAN FEDERAL BANK	MTG	12/04/1986	198600240	MTG	1/325	RE-RECORD 14G 89
	5		From	BRACKEN BARRY H	SPEARMAN ROBERT R	PLAT	11/15/1988	198813883	PL	34/348	SC HWY 153 9.16 AC
	6		From	BRACKEN BARRY H	SOUTH ATLANTIC	MTG	11/15/1988	198813885	MTG	128/210	.876 AC E/EASLEY
	7		From	BRACKEN BARRY	PALMETTO PROD CREDIT ASSN	M/ASSGN	10/22/1990	19904160	MTG	247/260	128 208
	8		From	BRACKEN BARRY	FARM CREDIT BANK THE	M/ASSGN	03/16/1992	199203655	MTG	354/90	BK 13M PG 469
	9		From	BRACKEN BARRY H	AMERICAN FEDERAL BANK	MTG	05/18/1992	199207658	MTG	373/295	.876 AC E/EASLEY
	10		From	BRACKEN BARRY H	SOUTH ATLANTIC PROD CREDIT ASSN	M/SAT	05/18/1992	199207660	MTG	374/70	BK 128 PG 210
	11		From	BRACKEN BARRY H	HOME BUILDING & LOAN ASSN	M/SAT	06/09/1992	199208969	MTG	380/192	BK 12U PG 664
	12		From	BRACKEN BARRY H	AMERICAN FEDERAL BANK	M/SAT	06/09/1992	199208970	MTG	380/193	BK 1 PG 325 BK 14G PG 89
	13		From	BRACKEN BARRY H	AMERICAN FEDERAL BANK	MTG	07/21/1992	199211328	MTG	391/94	RE-RECORD BK 373 PG 295 .876 AC
	14		From	BRACKEN BARRY H	PALMETTO FARM CREDIT ACA	M/ASSGN	04/06/1994	19946692	MTG	595/65	BK 128 PG 210 BK 354 PG 90
	15		From	BRACKEN BARRY H	PALMETTO FARM CREDIT ACA	M/SAT	04/06/1994	199406692	MTG	595/66	BK 128 PG 208
	16		From	BRACKEN BARRY H	DUKE ENERGY CORP	D/ROW	02/03/1999	199902680	DE	467/334	COMMUNICATION EASEMENT TOWER 66 CRAVEN CREEK
	17		From	BRACKEN BARRY H	AMERICAN FEDERAL BANK	M/SAT	08/10/1999	199917352	MTG	1349/130	BK 373 PG 295 BK 391 PG 94
	18		From	BRACKEN BARRY H,INDV & PR	BRACKEN THOMAS CECIL	D/SAT	09/15/2003	200321727	DE	762/140	BK 533 PG 221
	19		From	BRACKEN BARRY H,INDV & PR	BRACKEN THOMAS CECIL	D/SAT	09/15/2003	200321728	DE	762/143	BK 533 PG 223
	20		From	BRACKEN BARRY H	BRACKEN BARRY H	D/BUILD	11/10/2003	200326958	DE	774/295	DISCLOSURE STATEMENT/105 BRACKEN LN EASLEY
	21		To	BRACKEN BARRY H	BRACKEN BARRY H	D/BUILD	11/10/2003	200326958	DE	774/295	DISCLOSURE STATEMENT/105 BRACKEN LN EASLEY
	22		To	BRACKEN BARRY H	BRACKEN BARRY H PR	D/DIST	09/16/2005	200517569	DE	939/102	(11.726 AC) JOHN PAUL LANE

	23		From	BRACKEN BARRY H PR	BRACKEN DANIEL R	D/DIST	09/16/2005	200517569	DE	939/102	(11.726 AC) JOHN PAUL LANE
	24		To	BRACKEN BARRY H	EVATT LINDA B	DEED	07/26/2006	200614254	DE	1023/133	(4.726 AC) ET AL
	25		From	BRACKEN BARRY H	BRACKEN TRAVIS R	DEED	07/26/2006	200614255	DE	1023/137	(1.632 AC)
	26		From	BRACKEN BARRY H	EASLEY NURSERY INC	DEED	07/26/2006	200614256	DE	1023/142	(4.726 AC) ET AL
	27		From	BRACKEN BARRY H	SCBT	MTG	06/24/2014	201408914	MTG	4791/326	(.876AC) EAST OF THE CITY OF EASLEY
	28		To	BRACKEN BARRY H PR	EASLEY NURSERY INC	M/SAT	10/14/2014	201414961	MTG	4835/255	MTG 142/273
	29		From	BRACKEN BARRY H	BRACKEN BARRY H	DEED	07/20/2017	201711492	DE	1879/342	(.876AC) CITY OF EASLEY
	30		To	BRACKEN BARRY H	BRACKEN BARRY H	DEED	07/20/2017	201711492	DE	1879/342	(.876AC) CITY OF EASLEY
	31		From	BRACKEN BARRY H	SOUTHSTATE BANK N A	M/SAT	09/08/2022	202215430	MTG	6217/246	MTG 4791/326



Search Criteria - Name: evatt linda , Party Type: Both, Name Matching Mode: StartsWith, From Record Date: 1/1/1828, To Record Date: 3/8/2026, Document Type: All, Book Type: All

View	Row	Status	Party Type	Full Name	Cross Party Name	Doc Type	Record Date	Instrument #	Book Type	Book/Page	Description
	1		From	EVATT LINDA B	AMERICAN FEDERAL SAVINGS & LOAN ASSOC	MTG	09/02/1982	NA	MTG	13S/891	(2 AC) EASLEY TWP
	2		To	EVATT LINDA BRACKEN	MARTIN M ANNETTE	D/POA	04/23/1996	199607411	DE	319/239	HEALTH CARE POWER OF ATTORNEY
	3		To	EVATT LINDA B	BRACKEN THOMAS CECIL	D/POA	12/30/1999	199927394	DE	523/105	DURABLE POWER OF ATTORNEY
	4		From	EVATT LINDA B,AIF	BRACKEN FAMILY TRUST THE	DEED	03/09/2000	200003925	DE	533/221	(35.94 AC) NR SC HWY 123
	5		From	EVATT LINDA B,AIF	BRACKEN FAMILY TRUST THE	DEED	03/09/2000	200003926	DE	533/223	(1/2 AC) W/TURNER HILL RD
	6		To	EVATT LINDA	MARTIN M ANNETTE	D/POA	10/10/2002	200221666	DE	700/105	DURABLE POWER OF ATTORNEY
	7		From	EVATT LINDA B,INDV & PR	BRACKEN THOMAS CECIL	D/SAT	09/15/2003	200321727	DE	762/140	BK 533 PG 221
	8		From	EVATT LINDA B,INDV & PR	BRACKEN THOMAS CECIL	D/SAT	09/15/2003	200321728	DE	762/143	BK 533 PG 223
	9		To	EVATT LINDA B	BRACKEN BARRY H PR	D/DIST	09/16/2005	200517569	DE	939/102	(11.726 AC) JOHN PAUL LANE
	10		From	EVATT LINDA B PR	BRACKEN DANIEL R	D/DIST	09/16/2005	200517569	DE	939/102	(11.726 AC) JOHN PAUL LANE
	11		From	EVATT LINDA B	BRACKEN BARRY H	DEED	07/26/2006	200614254	DE	1023/133	(4.726 AC) ET AL
	12		From	EVATT LINDA B	BRACKEN TRAVIS R	DEED	07/26/2006	200614255	DE	1023/137	(1.632 AC)
	13		To	EVATT LINDA B	EVATT CARL THOMAS M	DEED	09/20/2006	200618238	DE	1038/32	(0.10 AC) ET AL
	14		To	EVATT LINDA B	EVATT CARL THOMAS M ESTATE	D/DIST	10/26/2009	200917775	DE	1283/73	1487 OLD EASLEY HIGHWAY ET AL
	15		From	EVATT LINDA B PR	EVATT LINDA B	D/DIST	10/26/2009	200917775	DE	1283/73	1487 OLD EASLEY HIGHWAY ET AL
	16		From	EVATT LINDA B	PRUE ROGER	DEED	10/02/2014	201414456	DE	1634/343	(1.40AC) ET AL
	17		To	EVATT LINDA B PR	EASLEY NURSERY INC	M/SAT	10/14/2014	201414961	MTG	4835/255	MTG 142/273
	18		From	EVATT LINDA B	BRACKEN DANIEL R	D/POA	09/17/2015	201513892	DE	1713/222	DURABLE POWER OF ATTORNEY
	19		From	EVATT LINDA B	GREY TIMOTHY	DEED	11/14/2016	201617311	DE	1815/200	(1AC) FLOYD CIRCLE
	20		From	EVATT LINDA BRACKEN ESTATE	PONCE LEMAR J OSORIO	DEED	07/22/2024	202409900	DE	2699/29	(2)AC OLD EASLEY HWY

Search Criteria - Name: bracken dan , Party Type: Both, Name Matching Mode: StartsWith, From Record Date: 1/1/1828, To Record Date: 3/8/2026, Document Type: All, Book Type: All

View	Row	Status	Party Type	Full Name	Cross Party Name	Doc Type	Record Date	Instrument #	Book Type	Book/Page	Description
	1		From	BRACKEN DANIEL R	HOME BUILDING & LOAN ASSOC	MTG	06/07/1973	NA	MTG	12T/942	LOT 16 LAVISTA VILLAGE SECTION A
	2		To	BRACKEN DANIEL R	FREEMAN JESSE WAYNE	DEED	11/19/1973	NA	DE	12T/124	LOT 16 LAVISTA VILLAGE SECTION A
	3		From	BRACKEN DANIEL R	HOME SAVINGS & LOAN ASSOC	DEED	02/20/1979	NA	DE	13N/994	LOT 16 LAVISTA VILLAGE SECTION A
	4		To	BRACKEN DANIEL R	FREEMAN JOE MELVIN	DEED	03/05/1979	NA	DE	13O/128	LOT 15A LAVISTA ST
	5		From	BRACKEN DANIEL R	AMERICAN FEDERAL BANK	MTG	03/20/1987	198703506	MTG	22/156	L 16 LA VISTA VILLAGE SECT A
	6		From	BRACKEN DANIEL R	SPEARMAN ROBERT R	PLAT	11/15/1988	198813883	PL	34/348	SC HWY 153 9.16 AC
	7		To	BRACKEN DANIEL R	SOUTHERN NATIONAL BANK	UCC	03/19/1991	9108925	UCC	0/00000	
	8		From	BRACKEN DANIEL R	AMERICAN FEDERAL BANK	M/SAT	12/09/1992	199219292	MTG	433/239	BK 22 PG 156
	9		From	BRACKEN DANIEL R	BRACKEN ANNE W	DEED	12/09/1992	199219294	DE	186/242	L 16 LAVISTA VILLAGE SEC A
	10		From	BRACKEN DANIEL R-SR		PLAT	12/09/1992	199219293	PL	44/534	L 16 SEC A LAVISTA VILLAGE
	11		From	BRACKEN DANIEL R-SR	FIRST FEDERAL S & L ASSN,ANDERSON	MTG	12/09/1992	199219295	MTG	433/176	L 16 SEC A LAVISTA VILL
	12		From	BRACKEN DANIEL R	HOME BUILDING & LOAN ASSN	M/SAT	12/21/1992	199219920	MTG	437/3	BK 12-T PG 942
	13		To	BRACKEN DANIEL R	SOUTHERN NATL BANK	UCC/SAT	12/29/1992	920041998	UCC	0/00000	UCC Ref. Number: 000010898, Ucc Ref. Year: 1992
	14		To	BRACKEN DANIEL R	BRACKEN ANNE E	DEED	08/18/1998	199818342	DE	442/285	L 15-A & 16 SEC A LAVISTA VILLAGE
	15		From	BRACKEN DANIEL R	PEOPLES NATIONAL BANK	MTG	08/18/1998	199818343	MTG	1157/34	L 16 SEC A LAVISTA VILLAGE
	16		From	BRACKEN DANIEL R,SR	FIRST FEDERAL S & L ASSN,ANDERSON	M/SAT	11/20/1998	199826190	MTG	1206/228	BK 433 PG 176
	17		From	BRACKEN DANIEL R	RAY DUNN	PLAT	12/15/1999	199926423	PL	58/226	(2.56 AC) JOHN PAUL LANE
	18		To	BRACKEN DANIEL R,SR	BRACKEN THOMAS CECIL	DEED	12/15/1999	199926424	DE	520/189	(2.56 AC)
	19		From	BRACKEN DANIEL R	GAINES DENVER P	DEED	06/22/2000	200010829	DE	552/4	L 15-A LAVISTA VILLAGE SUBD ET AL
	20		From	BRACKEN DANIEL R	PEOPLES NATIONAL BANK	M/SAT	07/05/2000	200011611	MTG	1498/244	BK 1157 PG 34
	21		To	BRACKEN DANIEL R	OWEN ANNE W	DEED	07/21/2000	200012724	DE	557/116	CORRECTION DEED L 16 SEC A LAVISTA VILLAGE
	22		From	BRACKEN DANIEL R,SR		PLAT	01/26/2001	200101396	PL	58/551	(0.62 AC)

23	To	BRACKEN DANIEL R,SR	BRACKEN DANIEL R,SR	DEED	03/12/2001	200104184	DE	600/53	(0.62 AC)
24	From	BRACKEN DANIEL R,SR	BRACKEN DANIEL R,SR	DEED	03/12/2001	200104184	DE	600/53	(0.62 AC)
25	From	BRACKEN DANIEL R,SR	DUKE ENERGY	D/ROW	08/19/2002	200217769	DE	691/140	RIGHT OF WAY
26	From	BRACKEN DANIEL R	BRACKEN THOMAS CECIL	D/SAT	09/15/2003	200321727	DE	762/140	BK 533 PG 221
27	From	BRACKEN DANIEL R	BRACKEN THOMAS CECIL	D/SAT	09/15/2003	200321728	DE	762/143	BK 533 PG 223
28	To	BRACKEN DANIEL R	BRACKEN BARRY H PR	D/DIST	09/16/2005	200517569	DE	939/102	(11.726 AC) JOHN PAUL LANE
29	From	BRACKEN DANIEL R	BRACKEN BARRY H	DEED	07/26/2006	200614254	DE	1023/133	(4.726 AC) ET AL
30	From	BRACKEN DANIEL R	BRACKEN TRAVIS R	DEED	07/26/2006	200614255	DE	1023/137	(1.632 AC)
31	To	BRACKEN DANIEL R SR	BRANCH BANKING AND TRUST COMPANY OF SC	DEED	08/09/2006	200615453	DE	1027/297	(2.27 AC)
32	From	BRACKEN DANIEL R SR	FIRST CITIZENS BANK AND TRUST COMPANY INC	MTG	08/11/2006	200615581	MTG	3349/166	(0.62 AC)
33	To	BRACKEN DANIEL R	BRACKEN TRAVIS R	DEED	09/20/2006	200618223	DE	1038/23	(0.14 AC)
34	From	BRACKEN DANIEL R SR		PLAT	09/20/2006	200618222	PL	62/66	(0.14 AC) ET AL
35	From	BRACKEN DANIEL R SR	FIRST CITIZENS BANK AND TRUST COMPANY INC	MTG	11/13/2006	200621843	MTG	3431/168	(2.27 AC)
36	From	BRACKEN DANIEL R	PEOPLES NATIONAL BANK THE	MTG	05/21/2008	200809934	MTG	3846/201	(.62 AC)
37	From	BRACKEN DANIEL R SR	FIRST CITIZENS BANK AND TRUST COMPANY	M/SAT	05/21/2008	200809933	MTG	3846/200	MTG 3349/166
38	From	BRACKEN DANIEL R SR	PEOPLES NATIONAL BANK THE	MTG	05/21/2008	200809934	MTG	3846/201	(.62 AC)
39	To	BRACKEN DANIEL RAY SR	MEDEROS ROGER P PR	DEED	08/13/2008	200815876	DE	1203/343	(4.00 AC)
40	From	BRACKEN DANIEL SR	EAS PROFESSIONALS INC	PLAT/LARGE	08/21/2008	200816373	PL	592/244	OLD EASLEY HWY (3.86 AC)
41	To	BRACKEN DANIEL R	EVATT LINDA B	D/POA	09/17/2015	201513892	DE	1713/222	DURBALE POWER OF ATTORNEY
42	From	BRACKEN DANIEL R SR	FIRST CITIZENS BANK & TRUST COMPANY	M/SAT	04/15/2016	201605543	MTG	5038/149	MTG 3431/168
43	From	BRACKEN DANIEL RAY SR	SABILLON TRINIDAD A	DEED	03/20/2019	201903871	DE	2043/159	(4.00)AC
44	From	BRACKEN DANIEL R	BRACKEN DANIEL R	DEED	03/01/2022	202203332	DE	2374/306	(0.14)AC JOHN PAUL LANE
45	To	BRACKEN DANIEL R	BRACKEN DANIEL R	DEED	03/01/2022	202203332	DE	2374/306	(0.14)AC JOHN PAUL LANE
46	From	BRACKEN DANIEL R SR	BRACKEN DANIEL R SR	DEED	03/01/2022	202203333	DE	2374/310	(2.27)AC JOHN PAUL LANE

	47		To	BRACKEN DANIEL R SR	BRACKEN DANIEL R SR	DEED	03/01/2022	202203333	DE	2374/310	(2.27)AC JOHN PAUL LANE
	48		From	BRACKEN DANIEL R SR	BRACKEN BARBARA F	D/POA	11/14/2022	202219097	DE	2472/339	SPECIFIC POWER OF ATTORNEY
	49		From	BRACKEN DANIEL R BY AIF	SOUTHSTATE BANK N A	M/MOD	12/08/2022	202220404	MTG	6257/149	MTG 3846/201
	50		From	BRACKEN DANIEL R SR BY AIF	SOUTHSTATE BANK N A	M/MOD	12/08/2022	202220404	MTG	6257/149	MTG 3846/201
	51		From	BRACKEN DANIEL R SR PR	PONCE LEMAR J OSORIO	DEED	07/22/2024	202409900	DE	2699/29	(2)AC OLD EASLEY HWY
	52		To	BRACKEN DANIEL	MCCRACKEN GAYLE C	D/POA	07/29/2024	202410222	DE	2701/89	SPECIFIC POWER OF ATTORNEY



Released through date: 03/05/2026 | Released through Instrument Number: 202603459 | As of 3/8/2026 8:51:20 PM

Search Criteria - Name: bracken family trust , Party Type: Both, Name Matching Mode: StartsWith, From Record Date: 1/1/1828, To Record Date: 3/8/2026, Document Type: All, Book Type: All

View	Row	Status	Party Type	Full Name	Cross Party Name	Doc Type	Record Date	Instrument #	Book Type	Book/Page	Description
	1		To	BRACKEN FAMILY TRUST THE	BRACKEN THOMAS CECIL,BY AIF	DEED	03/09/2000	200003925	DE	533/221	(35.94 AC) NR SC HWY 123
	2		To	BRACKEN FAMILY TRUST THE	EVATT LINDA B,AIF	DEED	03/09/2000	200003926	DE	533/223	(1/2 AC) W/TURNER HILL RD
	3		From	BRACKEN FAMILY TRUST BY PR	DUKE ENERGY	D/ROW	08/19/2002	200217768	DE	691/137	5049-18-31-6685 ET AL



Search Criteria - Name: bracken t , Party Type: Both, Name Matching Mode: StartsWith, From Record Date: 1/1/1828, To Record Date: 3/8/2026, Document Type: All, Book Type: All

View	Row	Status	Party Type	Full Name	Cross Party Name	Doc Type	Record Date	Instrument #	Book Type	Book/Page	Description
	1		From	BRACKEN THOMAS CECIL	DUKE POWER CO	D/EASE/ROW	07/27/1973	NA	DE	12R/925	RIGHT OF WAY
	2		From	BRACKEN T C	HUNTER EDNA O	DEED	07/25/1974	NA	DE	12V/446	E/EASLEY TURNER HILL RD
	3		To	BRACKEN T C	HUNTER EDNA OWEN	DEED	06/09/1975	NA	DE	12X/990	(1/2 AC) CROSWELL SCHOOL DIST
	4		From	BRACKEN THOMAS CECIL	BRACKEN BARRY H	DEED	04/30/1976	NA	DE	13B/159	(.876 AC) E/EASLEY
	5		From	BRACKEN THOMAS C	BLUE RIDGE PRODUCTION CREDIT ASSOC	MTG	06/29/1976	NA	MTG	13A/672	LOT CROSWELL SCHOOL DIST
	6		From	BRACKEN THOMAS CECIL	DUKE POWER CO	D/EASE/ROW	08/27/1976	NA	DE	13C/414	RIGHT OF WAY
	7		From	BRACKEN THOMAS CECIL	EASLEY NURSERY AND LANDSCAPING	DEED	11/29/1984	NA	DE	14N/60	(50 AC) MEMORANDUM OF LEASE TURNER HILL RD
	8		From	BRACKEN THOMAS C	BLUE RIDGE ELEC COOP INC	D/EASE/ROW	03/21/1986	NA	DE	14T/977	(50 AC) TOWN OF EASLEY
	9		From	BRACKEN T C	FIRST NATIONAL BANK OF PICKENS COUNTY	MTG	08/20/1986	NA	MTG	14F/829	(1/2 AC) CROSWELL SCHOOL DIST ET AL
	10		From	BRACKEN T C	FIRST NATIONAL BANK OF PICKENS CO	MTG	11/25/1986	NA	MTG	14H/51	(1/2)AC TURNER HILL RD CROSSWELL SCHOOL DISTRICT ET AL
	11		From	BRACKEN T C	SOUTH ATLANTIC	MTG	11/15/1988	198813884	MTG	128/208	9.16 AC SC HWY 153
	12		From	BRACKEN THOMAS CECIL	EASLEY NURSERY INC	DEED	02/15/1989	198901941	DE	57/214	9.16 AC SC HWY 153
	13		To	BRACKEN THOMAS CECIL	EASLEY NURSERY INC	MTG	02/15/1989	198901942	MTG	142/273	9.16 AC SC HWY 153
	14		From	BRACKEN T C	PALMETTO PROD CREDIT ASSN	M/ASSGN	10/22/1990	19904160	MTG	247/260	128 208
	15		From	BRACKEN T C	FARM CREDIT BANK THE	M/ASSGN	03/16/1992	199203655	MTG	354/90	BK 13M PG 469
	16		From	BRACKEN T C	FIRST NATIONAL BANK PICKENS CO	M/SAT	04/07/1992	199205319	MTG	362/330	BK 14H PG 51
	17		From	BRACKEN T CECIL	IOZZINO EUGENE K	DEED	12/07/1992	199219065	DE	186/146	PARC A & B
	18		To	BRACKEN T CECIL	IOZZINO EUGENE K	MTG	12/07/1992	199219066	MTG	432/101	PARC A & B
	19		To	BRACKEN T CECIL	IOZZINO EUGENE K	M/SAT	02/22/1993	199302670	MTG	453/185	BK 432 PG 101
	20		From	BRACKEN T C	PALMETTO FARM CREDIT ACA	M/SAT	04/06/1994	199406692	MTG	595/66	BK 128 PG 208
	21		From	BRACKEN THOMAS CECIL	EASLEY NURSERY INC	DEED	02/15/1995	199502383	DE	270/46	1.523 AC

	22		From	BRACKEN THOMAS CECIL	PEOPLES NATIONAL BANK	MTG	08/01/1995	199512295	MTG	726/34	2.39 AC
	23		From	BRACKEN TRUST	DAY JEFFREY S	DEED	04/17/1998	199807856	DE	422/91	L 44 ASHLEY ESTATES
	24		From	BRACKEN TRUST,BY TRUSTEE	VANBEBBER JULIA ELEANOR	DEED	02/19/1999	199903742	DE	470/10	L 46 & PORT L 47 ASHLEY ESTATES SUBD
	25		From	BRACKEN THOMAS CECIL	WILSON JAMES E	DEED	03/10/1999	199905182	DE	473/21	TRT#B-1 & TRT#B-2 (EACH 6.884 AC) ET AL
	26		From	BRACKEN T CECIL SR	RAY DUNN	PLAT	12/15/1999	199926422	PL	58/225	(1.64 AC) TURNER HILL ROAD
	27		From	BRACKEN T CECIL SR	RAY DUNN	PLAT	12/15/1999	199926440	PL	58/227	(2.27AC) NR/TURNER HILL RD
	28		From	BRACKEN T CECIL,SR	BRACKEN ALVIN T,TRT	DEED	12/15/1999	199926441	DE	520/197	(2.27AC)
	29		From	BRACKEN THOMAS CECIL	BRACKEN DANIEL R,SR	DEED	12/15/1999	199926424	DE	520/189	(2.56 AC)
	30		From	BRACKEN THOMAS CECIL	EVATT LINDA B	D/POA	12/30/1999	199927394	DE	523/105	DURABLE POWER OF ATTORNEY
	31		From	BRACKEN THOMAS CECIL,BY AIF	BRACKEN FAMILY TRUST THE	DEED	03/09/2000	200003925	DE	533/221	(35.94 AC) NR SC HWY 123
	32		From	BRACKEN THOMAS CECIL,BY AIF	BRACKEN FAMILY TRUST THE	DEED	03/09/2000	200003926	DE	533/223	(1/2 AC) W/TURNER HILL RD
	33		From	BRACKEN THOMAS CECIL,SR BY AIF	BRACKEN FAMILY TRUST THE	DEED	03/09/2000	200003925	DE	533/221	(35.94 AC) NR SC HWY 123
	34		From	BRACKEN THOMAS CECIL,SR BY AIF	BRACKEN FAMILY TRUST THE	DEED	03/09/2000	200003926	DE	533/223	(1/2 AC) W/TURNER HILL RD
	35		From	BRACKEN TRUST	SC DEPT OF TRANSPORTATION	DEED	11/30/2000	200021580	DE	582/28	FR PALMETTO BLVD TO US RTE 123 ON SC RTE 93
	36		From	BRACKEN T C	EASLEY NURSERY INC	DEED	01/17/2001	200100928	DE	590/250	(6.34 AC) W/TURNER HILL RD
	37		From	BRACKEN TRUST THE	KALK MARIANNE L	DEED	04/19/2001	200106909	DE	607/138	L 93 ASHLEY ESTATES
	38		From	BRACKEN THOMAS CECIL	PEOPLES NATIONAL BANK THE	M/SAT	08/29/2001	200116754	MTG	1745/222	BK 726 PG 34
	39		To	BRACKEN THOMAS CECIL,JR	BRACKEN JOHN PAUL,BY TRT	DEED	02/06/2002	200203180	DE	657/20	(2.27 AC)
	40		From	BRACKEN THOMAS CECIL,JR	BRANCH BANKING AND TRUST COMPANY OF SC	MTG	02/06/2002	200203181	MTG	1873/88	(2.27 AC)
	41		From	BRACKEN THOMAS CECIL,JR BY AIF	BRANCH BANKING AND TRUST COMPANY OF SC	MTG	10/31/2002	200223289	MTG	2083/329	(2.27 AC)
	42		From	BRACKEN THOMAS	BB&T OF SC	M/SAT	11/06/2002	200223784	MTG	2091/83	BK 1873 PG 88
	43		From	BRACKEN THOMAS CECIL JR	BB&T OF SC	M/SAT	11/06/2002	200223784	MTG	2091/83	BK 1873 PG 88

44		From	BRACKEN TRUST THE	DAVY SARI L	DEED	04/28/2003	200309478	DE	734/262	L 37 & 38 ASHLEY ESTATES SUBD
45		From	BRACKEN THOMAS CECIL, JR BY POA	PICKENS COUNTY	D/ROW	07/02/2003	200315036	DE	747/202	PIPELINE ROW EASEMNET AGRMT
46		To	BRACKEN THOMAS CECIL	BRACKEN THOMAS CECIL, ESTATE	D/SAT	09/15/2003	200321727	DE	762/140	BK 533 PG 221
47		To	BRACKEN THOMAS CECIL	FLOYD HENRY F, 13TH JUD CIRCUIT	D/SAT	09/15/2003	200321728	DE	762/143	BK 533 PG 223
48		From	BRACKEN THOMAS CECIL, ESTATE	BRACKEN THOMAS CECIL	D/SAT	09/15/2003	200321727	DE	762/140	BK 533 PG 221
49		From	BRACKEN THOMAS CECIL, ESTATE	BRACKEN THOMAS CECIL	D/SAT	09/15/2003	200321728	DE	762/143	BK 533 PG 223
50		From	BRACKEN TRUST	KELLEY ANTHONY L	DEED	09/26/2003	200323027	DE	765/132	L 96 & 97 ASHLEY EST SUBD
51		From	BRACKEN TRUST THE	WILLIAMSON MARGARET A	DEED	02/10/2004	200402371	DE	792/172	LOT 70 ASHLEY EST (1.806 AC)
52		From	BRACKEN TRUST THE	WILLIAMSON MARGARET A	DEED	08/25/2004	200416614	DE	842/8	RE-RECORD BK 792 PG 172
53		From	BRACKEN T C		PLAT	01/20/2005	200501129	PL	517/20	(11.726 AC)
54		From	BRACKEN THOMAS CECIL SR ESTATE	BRACKEN DANIEL R	D/DIST	09/16/2005	200517569	DE	939/102	(11.726 AC) JOHN PAUL LANE
55		From	BRACKEN TRUST	YODER ROBERT BRYAN	DEED	01/12/2006	200600719	DE	971/202	LOTS 42 & 43 ASHLEY EST
56		From	BRACKEN TRUST	PATEL RIYAL K	DEED	04/04/2006	200606151	DE	992/155	LOT 46 & POR LOT 47 ASHLEY EST SUBD
57		From	BRACKEN THOMAS C BY SPEC REFEREE	BRANCH BANKING AND TRUST COMPANY OF SC	DEED	06/12/2006	200611162	DE	1011/83	(2.27AC)
58		From	BRACKEN THOMAS CECIL JR	HUGHES R MURRAY SPEC REFEREE	M/SAT	06/12/2006	200611163	MTG	3293/204	BK 2083 PG 329
59		From	BRACKEN TRUST THE	CLINE ERIC J	DEED	07/10/2008	200813588	DE	1196/229	PARCEL A (0.144 AC)
60		To	BRACKEN THOMAS CECIL ESTATE	EASLEY NURSERY INC	M/SAT	10/14/2014	201414961	MTG	4835/255	MTG 142/273

Search Criteria - Name: bracken milford , Party Type: Both, Name Matching Mode: StartsWith, From Record Date 1/1/1828, To Record Date: 3/8/2026, Document Type: All, Book Type: All

View	Row	Status	Party Type	Full Name	Cross Party Name	Doc Type	Record Date	Instrument #	Book Type	Book/Page	Description
	1		To	BRACKEN MILFORD RAY	BRACKEN JEANETTE PACE	D/POA	06/10/1988	198806666	DE	38/149	POWER OF ATTORNEY
	2		From	BRACKEN MILFORD RAY	BRACKEN JEANETTE PACE	D/POA	06/10/1988	198806667	DE	38/155	POWER OF ATTORNEY



Title Request prior to closing

From: Sarah King (sking@thehendricksfirm.com)

To: foothillstitleagency@yahoo.com

Date: Tuesday, March 3, 2026 at 02:02 PM EST

Hi Greg,

I had an agent email me information to request a title search. Please see attached and below.

The property on 153 (Easley Nursery) under contract. The County told the developer that Bracken Ln is private. That should be ok, provided my uncle owns the road. My uncle is adamant that he does. I have included the tax map numbers below. This is time sensitive as he has to submit to the county to get on the planning commission docket.

5049-18-21-5698

5049-18-31-5847

Thank you,

Sarah King

Real Estate Paralegal

Easley Location: 101-A NE Main Street, Easley, SC 29640

Pickens Location: 111 Court Street, Pickens, SC 29671

Phone: (864) 859-7160 - Text us: (864) 657-4031 - Fax: 866-859-7160

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THF - Title Search Request.pdf

193.1 KB

Re: QUESTION/CLARIFICATION: Title Request --- Easley Nursery Inc. (24.09 acres) and Holly Place LLC (0.50 acres)

From: Sarah King (sking@thehendricksfirm.com)

To: foothillstitleagency@yahoo.com

Date: Tuesday, March 3, 2026 at 02:45 PM EST

Greg,

Yes.

Also, I confirmed with him beforehand regarding the price and we are ready to proceed.

On Tue, Mar 3, 2026 at 2:38 PM Greg Watson <foothillstitleagency@yahoo.com> wrote:

Just to clarify -----

You want me to search both parcels, and also make sure that Bracken owns the land over which Bracken Lane traverses, correct?

Of course (as we would say), the 0.50 acre Commercial Building is not part of the largest portion of the adjacent acreage to be searched.

So this appears to be 2 searches with some commonality, but not entirely the same.

The 0.50 acre tract will be \$350, and the adjacent large acreage tract will be \$175 (even though it is Commercial).

Do have have approval to proceed?

Foothills Title Agency, LLC

PO Box 761

Pickens, SC 29671

Phone: (864) 419-3651

On Tuesday, March 3, 2026 at 02:02:46 PM EST, Sarah King <sking@thehendricksfirm.com> wrote:

Hi Greg,

I had an agent email me information to request a title search. Please see attached and below.

The property on 153 (Easley Nursery) under contract. The County told the developer that Bracken Ln is private. That should be ok, provided my uncle owns the road. My uncle is adamant that he does. I have included the tax map numbers below. This is time sensitive as he has to submit to the county to get on the planning commission docket.

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Thank you,

Sarah King

Real Estate Paralegal

Easley Location: 101-A NE Main Street, Easley, SC 29640

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