2024-624
Filed for Record in
LEE COUNTY, SC
TERESA A. BROWN, CLERK OF COURT
06/03/2024 11:48:33 AM
DEED $15.00 Exempt
Bk DB Vol 454 Page 270 - 274

When Recorded Mail to:
Anne S Conder, Attorney at Law
514 Walnut Street, Camden, SC 29020

I hereby certify that the within Deed has
this 06th day of June
AD 2024 Recorded in Book 454
Of Deeds, Page 270 - 274
Cecil L. Stevens Auditor J.D.
For Lee County

Recording Time, Book & Page

SOUTH CAROLINA GENERAL WARRANTY DEED

COUNTY: LEE

Grantor	Grantee
ANNE MARIE BOLTON and LEE Y. BASTIAN	**ANNE MARIE BOLTON and MICHAEL J. BOLTON** **Mailing Address:** **1991 Boykin Road** **Rembert, SC 29128**

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e g corporation, partnership, limited liability company

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of One and 00/100 Dollars ($1 00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, **SUBJECT TO** the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantees as joint tenants with rights of survivorship and not as tenants in common, the real estate (the "Premises") described as follows

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Lee, in the Lucknow section of Lee County, containing 149 acres, more or less, and being bounded generally and described as follows NORTHEAST by the paved road from Lucknow to Bishopville and by lands now or formerly of J H Segars and Ellie E Price, SOUTHEAST by lands now or formerly of W J Jackson, SOUTH by lands now or formerly of Mrs John F Reames, from which it is separated by Old Mill Road, and WEST by lands now or formerly of Copeland, Prescott, Jacobs and D H Davis, Sr

The above described property is more particularly described on a plat thereof prepared by John Davis, CE, dated October 2-27, 1950, and recorded in Plat Book F at Page 36 in the Office of the Clerk of Court for Lee County

AMB
LB

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LESS AND EXCEPT All that piece, parcel or lot of land, lying and being in the Bishopville Township, Lee County, in the Bishopville Township, Lee County, in the Bishopville Township, and described as follows Beginning at a point, on the Southerly boundary of State Highway 31-15, 361 feet westerly from the G E Price Louis Munn property line, thence S25 degrees 30'W a distance of 204 feet to an iron thence N64 degrees 30'W a distance of 200 feet to an iron stake, thence S64 degrees 30'E, along the southerly boundary of the above mentioned highway, 200 feet to the point of beginning, said land being bounded as follows NORTHEAST by aforesaid Highway and on all other sides by property now or formerly of Louis C Munn, all as shown on a plat by A B Boykin, dated December 10, 1963, not recorded,

(FOR INFORMATIONAL PURPOSES ONLY)

These being the same as that property conveyed to Anne Marie Bolton and Lee Y Bastian by that Deed of Distribution from the Estate of Charles K Young, dated March 9, 2023, and recorded March 21, 2023, in the Office of the Register of Deeds for Lee County in Book 435, at Page 263

Tax Map Number 022-00-00-031-000

SUBJECT TO a right of first refusal to Lee Y Bastian and Alan K Bastian thirty (30) days from notice of sale of property to exercise right to purchase for fair market value This First Right of Refusal only survives to immediate next generation and can transfer to immediate children subject to retention of first right of refusal

This conveyance is made **SUBJECT TO** Restrictions and Easements of record

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises

TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's heirs successors and assigns forever

And, ***SUBJECT TO*** the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed under seal this 31 day of May, 2024

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness#1

Witness#2

GRANTOR:

ANNE MARIE BOLTON

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STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

Acknowledgment for Individual Grantor

I, the undersigned Notary Public, do certify that the within named Grantor personally appeared before me, and having satisfactorily proven to be the person whose name is subscribed above, has acknowledged the due execution of the within Deed

Witness my official seal this 31 day of May, 2024

____
(Type or Print Notary's Name)
Notary Public for South Carolina
My Commission Expires __________

ANNE S. CONDER
My Commission Expires
NOTARY PUBLIC
April 27, 2031
STATE OF SOUTH CAROLINA

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

____
Witness#1

____
Witness#2

GRANTOR:

____
LEE Y. BASTIAN

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

Acknowledgment for Individual Grantor

I, the undersigned Notary Public, do certify that the within named Grantor personally appeared before me, and having satisfactorily proven to be the person whose name is subscribed above, has acknowledged the due execution of the within Deed.

Witness my official seal this 31 day of May, 2024

____
(Type or Print Notary's Name)
Notary Public for South Carolina
My Commission Expires __________

ANNE S. CONDER
My Commission Expires
NOTARY PUBLIC
April 27, 2031
STATE OF SOUTH CAROLINA

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STATE OF SOUTH CAROLINA) . . . . Page 1 of 2
COUNTY OF LEE) . . . . AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1 I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 149 acres in Lee County, bearing County Tax Map Number 022-00-00-031-000, was transferred by Anne Marie Bolton and Lee Y. Bastian to Anne Marie Bolton and Michael J. Bolton on May 31, 2024.

3 Check one of the following The deed is

(a) ____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) ____ subject to the deed recording fee as transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) X exempt from the deed recording fee because (See Information section of affidavit): #1 no consideration, related parties

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

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

4. Check one of the following if either 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of ________________.
(b) ___ The fee is computed on the fair market value of the realty which is____________________.
(c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is ________________________

5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer (This includes, pursuant to Code Section 12-59-140(E0(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: ________________________.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in Item 4 here: ______________
(b) Place the amount listed in Item 5 here: ______________
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here ______________

7 The deed recording fee due is based on the amount Listed on Line 6(c) above and the deed recording fee due is: -0-.

8 As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as Grantor.

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

X Anne Marie Bolton
Responsible Person Connected with the Transaction

Anne Marie Bolton
Print or Type Name Here

SWORN to before me this 31 day of May, 2024.
Notary Public for South Carolina
My Commission Expires ____________
Notary (L.S.) ____________
Notary (printed name) Anne S. Conder

ANNE S. CONDER
My Commission Expires
NOTARY PUBLIC
April 21, 2031
STATE OF SOUTH CAROLINA

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