

This Deed was prepared without benefit of title examination by:

Anderson & Brown, LLC
807 1st Street West
Hampton, SC 29924
803.943.2483
Our File # 21-13462

Grantee's Address: PO Box 457
Hampton, SC 29924

Space above this line for recording information only

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)	(General Warranty Deed)
		(Deed in Lieu of Foreclosure)

KNOW ALL MEN BY THESE PRESENTS, That **JENKINS CREEK MARINE AND CHARTERS LLC**, a South Carolina limited liability company, in the State aforesaid, County aforesaid, in consideration of the sum of A NOMINAL CONSIDERATION OF FIVE AND NO/100 DOLLARS (\$5.00) AND A COVENANT NOT TO EXECUTE to it paid at and before the sealing of these presents by **RONNIE L. CROSBY**, in the State aforesaid, (the receipt of which is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the covenants and conditions contained within this instrument, unto the said **RONNIE L. CROSBY**, his Heirs and Assigns, forever, in fee simple, the following described property:

All that certain piece, parcel or lot of land, situate, lying and being in Saint Helena Township, Beaufort County, South Carolina, being Lot 4 (containing 0.664 acres) on that certain plat prepared for A.L. Bennet by Zyad A. Khalil dated August 11, 2003, and recorded in Plat Book 94 at Page 128. For a more complete description of said lots of reference is made to the aforementioned plat of record.

TMS # R300 011 000 0292 0000

This being the same property conveyed to Jenkins Creek Marine and Charters LLC by deed of Barrett T. Boulware dated June 03, 2010 and recorded on June 09, 2010 in the office of the Register of Deeds for Beaufort County in Book 2963 at page 1334.

This conveyance is made subject to the following:

That Mortgage from **JENKINS CREEK MARINE AND CHARTERS LLC**, a South Carolina limited liability company, to Grantee in the original amount of \$150,752.81 dated June

03, 2010 and recorded in the Office of the Register of Deeds for Beaufort County on June 09, 2010 in Book 2963 at page 1337. It is the express intent of the Grantor and Grantee that the legal title conveyed by this deed not merge with any right, title or interest that Grantee has in the property by virtue of that Mortgage from Grantor to Grantee in the original amount of \$150,752.81 dated June 03, 2010 and recorded in the Office of the Register of Deeds for Beaufort County on June 09, 2010 in Book 2963 at page 1337. The lien interests secured by the Mortgage shall be kept open as a valid lien for the protection of Grantee, its successors and assigns. The vesting of title shall not operate to effect such a merger of interests as to extinguish the aforesaid lien interests or elevate priority of any interests heretofore subordinate to that of Grantee.

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, subject to the covenants and conditions contained within this instrument, unto the said **RONNIE L. CROSBY**, his Heirs and Assigns Forever.

AND JENKINS CREEK MARINE AND CHARTERS LLC, a South Carolina limited liability company does hereby bind itself and its Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said **RONNIE L. CROSBY**, as hereinabove provided against itself and its Heirs and any person or persons whomsoever lawfully claiming, or to claim the same or any part thereof.

This deed is an absolute conveyance for fair and adequate consideration, such consideration, in addition to that recited above, being Grantee's covenant not to sue Grantor in order to recover a personal judgment against Grantor under the obligation secured by the

Mortgage executed by **JENKINS CREEK MARINE AND CHARTERS LLC**, a South Carolina limited liability company to **RONNIE L. CROSBY**, in the original amount of \$150,752.81 dated June 03, 2010 and recorded in the Office of the Register of Deeds for Beaufort County on June 09, 2010 in Book 2963 at page 1337.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed, between Grantor and Grantee with respect to the real estate described herein. The Grantor further acknowledges that the value of the property conveyed herein does not exceed the indebtedness owed by Grantor to the Grantee, and the acceptance of this instrument by the Grantee will not force the Grantor into insolvency nor is this a preferential or fraudulent conveyance with an agreement to reimburse.


This Deed is an absolute conveyance of title in effect as well as in form and is not intended as a mortgage, trust conveyance, or security of any kind.


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IN WITNESS whereof the Grantor has caused its hand and seal by its duly authorized Member to be set this 24 day of September in the Year of our Lord two thousand and twenty one.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

**JENKINS CREEK MARINE AND
CHARTERS LLC**


Witness #1

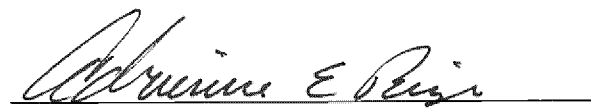

By: Ronnie L. Crosby
Its: Member


Witness #2/ Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24 day of September, 2021 by **RONNIE L. CROSBY** as Member of **JENKINS CREEK MARINE AND CHARTERS LLC**, a South Carolina limited liability company on behalf of the limited liability company.


Notary Public of South Carolina
My Commission Expires: 11.4.2030
Notary Name Printed: Advenne E Ricier

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located 33 Golden Dock Road bearing Beaufort County Tax Map Number R300 011 000 0292 0000, was transferred to Ronnie L. Crosby by deed of Jenkins Creek Marine and Charters LLC. on September 24 2021.

3. Check one of the following: The deed is

- (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) exempt from the deed recording fee because: (See Information section of affidavit): 13. transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings

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

- (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 to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$_____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ 0.00
- (b) Place the amount listed in item 5 above here: \$ 0.00
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 0.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00

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

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.

Sworn to before me this 24
day of September, 2021.

Adrienne E Rizer
Notary Public for South Carolina
Printed Name of Notary: Adrienne E Rizer
My Commission Expires: 11/4/2030

Responsible Person connected with the Transaction
[Signature]
Ronnie L. Crosby

INFORMATION SHEET

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 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 grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a statutory 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.
13. transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
14. transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
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.