202500000492
E-Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
January 21, 2025 02:51:55 PM
DEED
County: $1,666$15.00
State: $3,939.00
BOOK: 1654PGS: 1070 - 1076

GRANTEE ADDRESS: **DJM VENTURE, LLC**,
6828 Chevy Chase Avenue,
Dallas, TX 75225
Attention: Jonathan Birnbrey

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
COUNTY OF GREENWOOD) **(Limited Warranty)**

THIS DEED, executed as of the 15th day of January, 2025, by **GREENWOOD IHOP INVESTMENT, L.L.C. A/K/A GREENWOOD IHOP INVESTMENTS, LLC**, a Georgia limited liability company (hereinafter referred to as the "Grantor") to **DJM VENTURE, LLC**, a South Carolina limited liability company (hereinafter referred to as the "Grantee").

IN CONSIDERATION of the sum of ONE MILLION FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($1,515,000.00) the receipt and sufficiency of which are acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally below, to Grantee, its successors and assigns, the following real property:

SEE ATTACHED <u>EXHIBIT A</u> FOR PROPERTY DESCRIPTION

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters, affecting the within described property to the extent set forth on <u>Exhibit B</u> attached hereto.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, its successors and assigns forever subject to the easements, restrictions, covenants, reservations and conditions referenced specifically or generally above.

SUBJECT TO the easements, restrictions, covenants, reservations and conditions referenced specifically or generally above, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor and its successors and assigns.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the grantor's hand and seal this 15th day of January, 2025

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Patricia J Bryant
Witness

SELLER ENTITY:

GREENWOOD IHOP INVESTMENT, L.L.C. A/K/A GREENWOOD IHOP INVESTMENTS, LLC,
a Georgia limited liability company

By: John Anderson (SEAL)
Name: John Anderson
Title: Manager

STATE OF GEORGIA §
§
COUNTY OF Dougherty §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Georgia, on this day personally appeared John Anderson, President of **GREENWOOD IHOP INVESTMENT, L.L.C. A/K/A GREENWOOD IHOP INVESTMENTS, LLC,** a Georgia limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized officer of such company and as the act and deed of such company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of January, 2025.

Amy Meggs
Notary Public, State of Georgia
My Commission Expires: June 25 2028
Amy Meggs
(Typed/Printed Name of Notary)

AMY RENEE MEGGS
NOTARY PUBLIC
LEE COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 25, 2028

Exhibit "A"

Legal Description of the Land

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Greenwood, State of South Carolina, shown and designated as **0.97 acres** on plat of survey prepared by Heaner, Inc. dated April 21, 2005, revised May 3, 2005 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 126 at page 107. According to said plat the within property contains 0.97 acres and has the following metes and bounds, to wit: Beginning at a rebar at the intersection of the western right-of-way of Webb Avenue and northern right of way of SC Highway 72 By-Pass; thence along northern right-of-way of SC Highway 72 By-Pass S64-49-05W for 249.90' to a rebar; thence leaving said right-of-way and along the right-of-way site distance N61-44-52W for 13.54' to a rebar; thence leaving said site distance along the other property of Lawrence and Funderburk LLC the following courses, N64-52-10E for 11.00' to a rebar, N25-10-55W for 22.00' to a rebar; S64-49-05W for 21.08' to a rebar; N61-44-52W for 20.45' to a rebar; thence 5' from and parallel to the right of way of Mathis Road the following courses, N16-28-05W for 62.04' to a rebar, thence along a curved line with an arc length of 46.53' and a chord of N16-25-13W for 46.52' to an "X" in Gutter; thence N64-20-11E for 263.85' to an "X" in gutter on the western right-of-way of Webb Avenue; thence along said right-of-way S25-08-51E for 158.80' to a rebar, the Point of Beginning, and containing 0.97 acres.

TOGETHER WITH that certain access easement described in that certain Declaration of Easements, Covenants and Restrictions dated July 19, 2005, recorded July 21, 2005, in Book 920 at Page 302 in the Office of the Register of Deeds for Greenwood County.

DERIVATION: This being the same property conveyed to Greenwood IHOP Investments, LLC, by deed of SS Greenwood, LLC, dated June 7, 2007, recorded June 18, 2007, in Book 1049 at Page 125 in the Office of the Clerk of Court for Greenwood County.

TMS #: 6846-094-595

Exhibit "B"

Permitted Exceptions

1. Real property taxes and assessments for the year 2025 not yet due and payable.

2. Easement granted to Savannah River Power Co. recorded in Book 12 at Page 84, Office of the Clerk of Court for Greenwood County, South Carolina.

3. Easements granted to Greenwood County recorded in Book 57 at Page 123; in Book 57 at Page 159; and in Book 140 at Page 259, Office of the Clerk of Court for Greenwood County, South Carolina.

4. Rights of Way granted to the Commissioners of Public Works of the City of Greenwood recorded in Book 169 at Page 132; in Book 207 at Page 202; and in Book 471 at Page 102, Office of the Clerk of Court for Greenwood County, South Carolina, as shown on that certain ALTA/NSPS Land Survey dated October 1, 2024, last revised January 9, 2025, prepared and delivered by R. Scott Barrett, PLS, SC Registration No. 23203 of Barrett Surveying Group.

5. Easement granted to Greenwood Telephone Company, Inc., recorded December 12, 1964, in Book 185 at Page 149, Office of the Clerk of Court for Greenwood County, South Carolina.

6. Easement granted to Duke Power Company recorded December 16, 1980, in Book 279 at Page 811, Office of the Clerk of Court for Greenwood County, South Carolina.

7. Declaration of Easements, Covenants and Restrictions recorded July 21, 2005, in Book 920 at Page 302, Office of the Clerk of Court for Greenwood County, South Carolina.

8. All matters shown on that certain plat dated March 23, 1937, recorded in Plat Book 3 at Page 113, Office of the Clerk of Court for Greenwood County, South Carolina.

9. All matters shown on that certain plat dated August 31, 1953, recorded in Plat Book 6 at Page 142, Office of the Clerk of Court for Greenwood County, South Carolina.

10. All matters shown on that certain plat recorded March 23, 1982, in Plat Book 37 at Page 173, Office of the Clerk of Court for Greenwood County, South Carolina.

11. All matters shown on that certain plat recorded August 25, 1995, in Plat Book 91 at Page 77, Office of the Clerk of Court for Greenwood County, South Carolina.

12. All matters shown on that certain plat recorded March 6, 1996, in Plat Book 95 at Page 40, Office of the Clerk of Court for Greenwood County, South Carolina.

13. All matters shown on that certain plat of survey recorded January 23, 2002, in Plat Book 116 at Page 100, Office of the Clerk of Court for Greenwood County, South Carolina, as shown on that certain ALTA/NSPS Land Survey dated October 1, 2024, last revised

January 9, 2025, prepared and delivered by R. Scott Barrett, PLS, SC Registration No. 23203 of Barrett Surveying Group.

14. All matters shown on that certain plat of survey recorded July 19, 2005, in Plat Book 126 at Page 107, Office of the Clerk of Court for Greenwood County, South Carolina, as shown on that certain ALTA/NSPS Land Survey dated October 1, 2024, last revised January 9, 2025, prepared and delivered by R. Scott Barrett, PLS, SC Registration No. 23203 of Barrett Surveying Group.

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**
COUNTY OF GREENWOOD)

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 482 Bypass 72 NW, Greenwood, SC 29649, bearing Greenwood Tax Map No.: 6846-094-595, was transferred by Greenwood IHOP Investment, L.L.C. a/k/a Greenwood IHOP Investments, LLC, a Georgia limited liability company to DJM Venture, LLC, a South Carolina limited liability company on 01/15/2025.

3. Check one of the following: The Deed is:

   (A) ☒ Subject to deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (B) ☐ Subject to 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):

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

If exempt under exemption no. 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 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: $1,515,000.00.
   (B) ☐ The fee is computed on the fair market value of the realty which is $0.00.
   (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is $0.00.

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. (This includes, pursuant to Code Section 12-59-140(E)(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 $0.00.

6. The deed recording fee is computed as follows:

   (A) The amount listed in Item 4 above. $1,515,000.00
   (B) The amount listed in Item 5 above (no amount, place zero). $0.00
   (C) Subtract line 6(B) from line 6(A) and place result here **$1,515,000.00**

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $5,605.50.

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

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.

Mary M. Campolong

BY: ______________________

SWORN to and subscribed before me this 17th day of January, 2025.

Rebecca Faulkenberry

Notary LS
Notary Public for South Carolina
My Commission Expires: 1-11-2032
Notary (printed name): Rebecca Faulkenberry

REBECCA FAULKENBERRY NOTARY PUBLIC SOUTH CAROLINA

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. (This includes, pursuant to Code Section 12-59-140(E)(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.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
(7) that constitutes a contract for the sale of timber to be cut;
(8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as 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 the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, 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 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;
(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 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 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.