

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville being known and designated as 2.30 acres, more or less, as shown on plat of survey for David Watts as prepared by James L. Strickland, ELS, dated June, 1979, and recorded in the BMC Office for Greenville County in Plat Book 7-1 at page 58, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Perry Avenue, and running thence with said Avenue N. 57-27 E., 230.9 feet to an iron pin; thence turning and running N. 41-42 W., 46.7 feet to an iron pin; thence running N. 28-28 E., 141.5 feet to an iron pin; thence running S. 55-47 E., 243.8 feet to an iron pin; thence running S. 57-31 W., 476.4 feet to an iron pin; thence running N. 24-30 W., 200.2 feet to an iron pin; the point of beginning.

I find that prior to November 27, 1979 the Defendant, Charles D. Watts, Sr., did become indebted to Southern Bank & Trust Company, N.S. Bellev and Sons, his uncle and his sister, and was still indebted to the above on November 27, 1979. I further find that the Defendant was delinquent as to the obligations due Southern Bank & Trust Company on that date. I find that the Defendant, Charles D. Watts, Sr. did on November 27, 1979 execute a deed conveying his one-half interest unto his wife, the Defendant, Judy S. Watts, and that such deed was recorded in the office of the Clerk of Court of Greenville County, in Deed Book 1110 at page 513. I find that this is the only real estate owned by both defendants, that further the conveyance was for no consideration, and that subsequent thereto in a January meeting with the Defendant, Charles D. Watts Sr., and witness Bob Stewart, that the financial picture of the Defendant Charles D. Watts, Sr. was discussed and the Defendant Watts did not reveal the transfer to the bank. I find that the bank relied on the Defendant Watts owning the land as of November 27, 1979, and did not find out about the transfer until summer of 1980.

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I find that after the transfer, the family still lived in and treated the property as their home place as they had before the transfer. I find that the Defendant Charles Watts, Sr., retained a possessory interest in and to the property and likewise treated it as his home place both before and after the transfer of November 27, 1979.

I find that the above conveyance is the one that the Plaintiff is asking be set aside. I find that the conveyance was made for the purpose of preventing creditors of the Defendant Charles D. Watts, Sr., from reaching the property interest he held.

In Gardner v. Kirven, 184 S.C. 27, 191 S.E. 314 (1937), this Court held:

"Where transfers to members of the family are attacked either upon the ground of actual fraud or on account of their voluntary character, the law imposes the

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