

RECEIVED

Sep 06 2022

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM FLORENCE COUNTY

Court of Common Pleas

Haigh Porter, Master-in-Equity

Appellate Case No. 2021-001185

Civil Action No. 2018-CP-21-02191

Ronald Edwin Barfield, The Corner Store, Inc., and all persons claiming an right, title, estate, interest in or lien upon the real estate described; and unknown adults and those persons who may be in the military service of the United States of America, all of them being a class designated as John Doe, whose true name is unknown; any unborn infants or persons under disability being a class designated as Richard Roe, whose true name is unknown, United States of America, and Paige Holsapple as Florence County Delinquent Tax Collector Respondents.

v.

Nilesh Patel, as Trustee of the Anjay R. Patel Irrevocable Trust Agreement Dated December 18, 2000, Appellant.

RECORD ON APPEAL

Jennifer Dowd Nichols, (SC Bar #75916)
Samuel M. Price, (SC Bar #101035)
NICHOLS & PRICE
PO Box 836
1413 Main Street
Newberry, South Carolina 29108
(803) 276-0796
jennifer@nicholspricelaw.com
Attorneys for the Appellant

D. Malloy McEachin, Jr.
D. Malloy McEachin, Jr., P.A.
180 N. Irby St., MSC-XX
Florence, South Carolina 29501
(803) 665-0135
malloy@mceachinlawfirm.com
Attorney for Respondent Florence County

Charlie J. Blake, Jr.
Finklea, Hendrick & Blake, LLC
814 West Evans Street
Post Office Box 1317
Florence, South Carolina 29503-1317
(843) 317-4900
cblake@finklealaw.com
Attorney for Respondent Barfield

INDEX

1. Summons and Complaint	1
2. Amended Summons and Complaint	13
3. Answer of Defendant Florence County	21
4. Answer of the Defendant United States of America	23
5. Motion to Intervene with notification of electronic filing information	25
6. The Patel Trust Answer, Counterclaim and Crossclaim	30
7. Order of Judge Haigh Porter dated September 19, 2021	36
8. Trial Transcript	41 – 107
9. Trial Exhibits	108 – 150
10. Certificate of Counsel	

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

RONALD EDWIN BARFIELD

Plaintiff(s)

vs.

THE CORNER STORE, INC., AND ALL PERSONS CLAIMING ANY RIGHT, TITLE, ESTATE INTEREST IN OR LIEN UPON THE REAL ESTATE DESCRIBED; ANY UNKNOWN ADULTS AND THOSE PERSONS WHO MAY BE IN THE MILITARY SERVICE OF THE UNITED STATES OF AMERICA, ALL OF THEM BEING A CLASS DESIGNATED AS JOHN DOE, WHOSE TRUE NAME IS UNKNOWN; ANY UNBORN INFANTS OR PERSONS UNDER DISABILITY BEING A CLASS DESIGNATED AS RICHARD ROE, WHOSE TRUE NAME IS UNKNOWN

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2018-CP-21-2191

FILED
2018 AUG 14 PM 4:04
DORIS POULOS O'HARA
CCCP & SS
FLORENCE COUNTY, SC

Submitted By: Charlie J. Blake, Jr.
Address: Finklea Law Firm
PO Box 1317
Florence, SC 29503
Street: 814 W Evans St, Florence, SC 29501

SC Bar #: 16980
Telephone #: (843) 317-4900
Fax #: (843) 317-4910
Other:
E-mail: cblake@finklealaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver/Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case #, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Libel (380), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499) Quiet Title
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991)
Special/Complex /Other: Environmental (600), Pharmaceuticals (630)

- | | | | |
|--|--|---|--------------------------------------|
| <input type="checkbox"/> Automobile Arb. (610) | <input type="checkbox"/> Trade Practices (640) | <input type="checkbox"/> Compensation Settlement Approval (780) | <input type="checkbox"/> Other (999) |
| <input type="checkbox"/> Medical (620) | <input type="checkbox"/> Out-of State Depositions (650) | <input type="checkbox"/> Other (799) | _____ |
| <input type="checkbox"/> Other (699) | <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) | | |
| <input type="checkbox"/> Sexual Predator (510) | <input type="checkbox"/> Pre-Suit Discovery (670) | | |
| <input type="checkbox"/> Permanent Restraining Order (680) | | | |

Submitting Party Signature: *Ch. J. [Signature]*

Date: August 14, 2018

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Ronald Edwin Barfield,

Plaintiff,

vs.

The Corner Store, Inc., and all persons claiming any right, title, estate interest in or lien upon the real estate described; any unknown adults and those persons who may be in the military service of the United States of America, all of them being a class designated as John Doe, whose true name is unknown; any unborn infants or persons under disability being a class designated as Richard Roe, whose true name is unknown,

Defendants.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2018-CP-21- 2191

SUMMONS
(Non-Jury Trial Requested)

2018 AUG 14 PM 4: 04
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

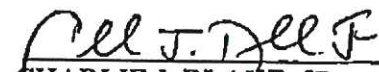
FILED

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscriber at 814 West Evans Street, Post Office Box 1317, Florence, South Carolina, 29503 within thirty (30) days from the service hereof, exclusive of the date of such service; and in case of the failure to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

-Signature Page to Follow-

August 14, 2018
Florence, South Carolina



CHARLIE J. BLAKE, JR.

Attorney for Plaintiff

Finklea Law Firm

814 West Evans Street

Post Office Box 1317

Florence, SC 29503

(843) 317-4900

(843) 317-4910 (fax)

cblake@finklealaw.com

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Ronald Edwin Barfield,

Plaintiff,

vs.

The Corner Store, Inc., and all persons claiming any right, title, estate interest in or lien upon the real estate described; any unknown adults and those persons who may be in the military service of the United States of America, all of them being a class designated as John Doe, whose true name is unknown; any unborn infants or persons under disability being a class designated as Richard Roe, whose true name is unknown,

Defendants.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2018-CP-21- 2191

COMPLAINT TO QUIET TITLE
(Quiet Title and Confirm Tax Sale)
(NON-JURY TRIAL REQUESTED)

2018 AUG 14 PM 4: 04
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

FILED

The Plaintiff, complaining of the Defendants herein, alleges:

1. The Plaintiff brings this action pursuant to the provisions of the South Carolina Uniform Declaratory Judgment Act § 15-53-10, Code of Laws of South Carolina, 1976, for the purpose of obtaining a decree adjudging that the Plaintiff is seized in fee simple of good and marketable title to the real estate herein below described and that no Defendants have any interest or estate in or lien upon, the said real estate.
2. The subject of this action is real property located in Florence County, South Carolina. The Plaintiff is informed and believes that this Court has subject matter jurisdiction and that venue is proper in Florence County, South Carolina.
3. Pursuant to an execution dated March 28, 2016, and subsequent levy, the Treasurer of Florence County, South Carolina, acting in his official capacity and

through the Delinquent Tax Collector of Florence County, South Carolina, offered for sale the real property of The Corner Store, Inc. for non-payment of 2015 and 2016 real property taxes. The property is described as follows:

All those certain pieces, parcels or lots of land lying, being and situate in the County of Florence, State of South Carolina, School District No. 13 and designated on a plat or map of the place known as Hyde Park as Lots 1, 2, and 3, which said map or plat was made for George M. McCown in November, 1946 by W.B. Cummings, Surveyor, and which plat is recorded in the office of the Clerk of Court for Florence County in plat Book 1 at page 74. Reference is also made to a map on Dimitri and Theodora Krasias by Nesbitt Surveying Co., Inc., dated June 12, 2002 and recorded in the above mentioned office in Plat book 79 at Page 229. Reference being had to said maps for a more complete and accurate description.

This being the same property conveyed to The Corner Store, Inc. recorded in Deed Book B313 at Page 124 in the Office of the Clerk of Court for Florence County, State of South Carolina.

TMS 90013-03-001

The property of The Corner Store, Inc. was sold at public auction for unpaid taxes on October 3, 2016, and upon Ronald Edwin Barfield's compliance with the terms of his bid and pursuant to the terms of sale, after the time for redemption had expired, a tax title dated May 9, 2018, was issued by Florence County and subsequently recorded in Book B745 on Page 517, in the Office of the Clerk of Court for Florence County. A copy of the tax title is attached and marked as "Exhibit 1."

4. Plaintiff is informed and believes that Florence County complied with the applicable statutes required to execute upon and sell the subject real property and that Florence County gave all necessary and proper notices to the Defendants herein who were entitled to notice; that the Treasurer of Florence County complied with all applicable statutory requirements and that as a result, all of the

Defendants' rights, title and interest in the subject property have been terminated by the tax sale and by the issuance of the Tax Deed to the subject property to Ronald Edwin Barfield. Plaintiff further alleges that since more than two years have passed since the date of sale, the applicable Statute of Limitations applies and precludes the Defendants from contesting the tax title issued to Ronald Edwin Barfield.

5. The Defendants unjustly claim or may claim to have, or it appears by public records that they may claim some right in or title to, claim or demand against, or lien or encumbrance upon the said land, or one or more of them or some part thereof, the exact nature, extent and quality of which is unknown to the Plaintiff. Such claims are unjust and all such claims which Defendants may have had upon the premises above described were wholly and effectually extinguished, cut off and barred by South Carolina Code § 12-51-160. The Plaintiff is seized and possessed of said premises free of and wholly discharged from any and every such claim or lien.
6. The Plaintiff has made a diligent search to ascertain the last known addresses or whereabouts of all potential Defendants, but has been unable to ascertain certain identities in this action and the Plaintiff has therefore named as party Defendants, John Doe and Richard Roe, fictitious names to represent the unknown adults, persons in military service, minors, persons under disability or incompetent, and also other persons unknown claiming any right, title, estate in or lien upon the real estate described in this Complaint.
7. The Plaintiff is informed and believes that because of the allegations contained in the Complaint, the Court should quiet any defects in the title to the property and

declare the Plaintiff to be the sole owner of a fee simple title, forever barring any claim and/or right of the party Defendants or any unknown persons who might claim any right, title, interest in or lien upon the real estate described in this Complaint.

WHEREFORE, the Plaintiff prays judgment as follows:

1. That this Court confirm the tax sale and confirm that the fee simple interest of Ronald Edwin Barfield in the property that is the subject of this action.
2. That the Defendants and all unknown persons who might claim any right, title, interest in or lien upon the real estate described in this Complaint herein, be barred from any claim thereto and any cloud upon the title to the said premises be removed therefrom; and
3. For such other and further relief as to this Court may deem just and proper.

August 14, 2018
Florence, South Carolina


CHARLIE J. BLAKE, JR.
Attorney for Plaintiff
Finklea Law Firm
814 W. Evans Street (29501)
Post Office Box 1317
Florence, SC 29503
(843) 317-4900
(843) 317-4910 (fax)
cblake@finklealaw.com

\$ STATE FEE 40.30
COUNTY FEE 17.05

FILED
2018 MAY -9 PM 4:07
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

TAX TITLE TO REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the Statutory Laws of South Carolina provide that upon the expiration of the time allowed by law for payment of taxes in any year, the County Treasurer of each County is authorized and directed to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Official or Officer of his County, or his lawful Deputy, charged with responsibility for collection of taxes, requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes of such defaulter, specifying therein the aggregate amount of all his taxes, penalties, and costs, as provided by Law; and

WHEREAS, it is further provided by said Statutes that under and by virtue of said warrant or execution, the appropriate Officer or Official, or his lawful Deputy, shall seize and take possession of so much of the defaulting taxpayer's estate, real or personal, or both, as may be necessary, to raise a sum of money named therein, and the charges thereon, and, after due advertisement, to sell the same before the Court House door of the County, on a sales day, within the usual hours for public sale as fixed by the applicable Statute, for cash, and to give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, and to give a title to the purchaser if the property be not redeemed within the time provided by the Statute; and

WHEREAS, the property which is the subject of this conveyance was sold at public auction by Florence County to the highest bidder to satisfy the unpaid taxes of the defaulting taxpayer, all after giving the required notices and complying in all other respects with the applicable Statutes, including, but not limited to, those incorporated into the 1976 Code of Laws of South Carolina as Sections 12-51-10 through 12-51-170, as amended, as well as Act No. 207 of the General Assembly of 1971 and Acts amendatory thereto, and the time allowed for redemption of the subject property by the defaulting taxpayer has expired without the conditions for redemption having been met; and

WHEREAS, the following pertinent information is hereby furnished as a part of this conveyance, as is required:

- | | |
|--|--|
| 1. Name of Defaulting Taxpayer: | The Corner Store, Inc. |
| 2. Date of Execution: | March 28, 2016 |
| 3. Date of Certified Notice: | May 20, 2016 |
| 4. To Whom Mailed: | The Corner Store, Inc. |
| 5. Whether or Not Received: | Claimed |
| 6. Date Property Posted: | |
| 7. By Whom Posted: | |
| 8. Date of Redemption Notice: | September 6, 2017 |
| 9. To Whom Mailed: | Nathan Ramsey
Nathan Ramsey
The Corner Store, Inc. |
| 10. Whether or Not Received: | Unclaimed
Claimed
Unclaimed |
| 11. The Years Covered: | 2015 & 2016 |
| 12. Total Taxes, Penalties, Charges and Costs: | 15,281.00 |

SPLIT FROM:
BY FLORENCE COUNTY ASSESSOR'S OFFICE

PROPERTY DESIGNATED AS: 90013-03-001



WHEREAS, the undersigned, acting for Florence County, having found sufficient property to sell to make the amount required to satisfy the execution, did on October 3, 2016 sell the within described property to Ronald Edwin Barfield, Jr., the actual purchaser and the highest bidder at such sale for the sum of \$15,281.00 being at least the amount of said taxes, penalties, cost and charges;

NOW, THEREFORE, I, Laurie Walsh Carpenter, Treasurer of Florence County, in the State of and County aforesaid, for and in consideration of the sum of \$15,281.00 to me in hand paid at and before the sealing of these presents by Ronald Edwin Barfield, Jr. in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Ronald Edwin Barfield, Jr. the subject property which is described and identified as follows:

All those certain pieces, parcels or lots of land lying, being and situate in the County of Florence, State of South Carolina, School District No. 13 and designated on a plat or map of the place known as Hyde Park as Lots 1, 2, and 3, which said map or plat was made for George M. McCown in November, 1946 by W.B. Cummings, Surveyor, and which plat is recorded in the office of the Clerk of Court for Florence County in plat Book I at page 74. Reference is also made to a map for Dimitri and Theodora Krasias by Nesbitt Surveying Co., Inc., dated June 12, 2002 and recorded in the above mentioned office in Plat book 79 at Page 229. Reference being had to said maps for a more complete and accurate description.

This being the same property conveyed to The Corner Store, Inc. recorded in Deed Book B313 at Page 124 in the Office of the Clerk of Court for Florence County, State of South Carolina.

TMS 90013-03-001

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise or appertaining.

TO HAVE AND TO HOLD all and singular the said premises mentioned unto the said Ronald Edwin Barfield, Jr., his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina, in such cases made and provided.

WITNESS my hand and seal this 9th day of May in the year of our Lord two thousand eighteen and in the two hundred forty first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Lisa Collins

Laurie Walsh Carpenter
Laurie Walsh Carpenter
Treasurer, Florence County

Angel Sheppen

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Laurie Walsh Carpenter, Treasurer for Florence County, sign, seal and as his act and deed deliver the within Tax Title to Real Estate and that deponent, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
9th day of May, 2018

Paige P. Holsapple
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11-17-2026

Lisa M. Collins
Witness

NAME & ADDRESS OF PURCHASER:

Ronald Edwin Barfield, Jr.
414 Blue Jay Road
Latta SC 29565

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

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 at S Cashua Rd Lots 1-3, bearing Florence County Tax Map Number 90013-03-001, and was transferred by Laurie Walsh Carpenter, Treasurer for Florence County to Ronald Edwin Barfield, Jr. on 5-9-2018.
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 this affidavit);

(If exempt, please skip items 4-7, and go on 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 realty? Check Yes or No

4. Check one of the following if either item 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 \$15,281.00.
 - (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. (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: _____
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ 15,281.00
 - (b) Place the amount listed in item 5 above here: \$ 0
 - (If no amount is listed, place zero here.)
 - (c) Subtract line 6(b) from line 6(a) and place result here: \$ 15,281.00
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is \$57.35
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Seller, Treasurer of Florence County.
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 9th day of May, 2018

Roger P. Holsapple
Notary Public for South Carolina
My Commission Expires: 11-17-26

Laurie Walsh Carpenter
Responsible Person Connected with the Transaction

Laurie Walsh Carpenter
Print or type the above name here

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Ronald Edwin Barfield,

Plaintiff,

vs.

The Corner Store, Inc., and all persons claiming any right, title, estate interest in or lien upon the real estate described; any unknown adults and those persons who may be in the military service of the United States of America, all of them being a class designated as John Doe, whose true name is unknown; any unborn infants or persons under disability being a class designated as Richard Roe, whose true name is unknown, United States of America, and Paige Holsapple as Florence County Delinquent Tax Collector,

Defendants.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2018-CP-21-2191

AMENDED SUMMONS
(Non-Jury Trial Requested)

2018 SEP 25 PM 3:33
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

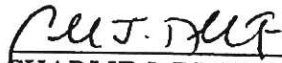
FILED

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscriber at 814 West Evans Street, Post Office Box 1317, Florence, South Carolina, 29503 within thirty (30) days from the service hereof, exclusive of the date of such service; and in case of the failure to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

-Signature Page to Follow-

September 25, 2018
Florence, South Carolina


CHARLIE J. BLAKE, JR.
Attorney for Plaintiff
Finklea Law Firm
814 West Evans Street
Post Office Box 1317
Florence, SC 29503
(843) 317-4900
(843) 317-4910 (fax)
cblake@finklealaw.com

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Ronald Edwin Barfield,

Plaintiff,

vs.

The Corner Store, Inc., and all persons claiming any right, title, estate interest in or lien upon the real estate described; any unknown adults and those persons who may be in the military service of the United States of America, all of them being a class designated as John Doe, whose true name is unknown; any unborn infants or persons under disability being a class designated as Richard Roe, whose true name is unknown, United States of America, and Paige Holsapple as Florence County Delinquent Tax Collector,

Defendants.

IN THE COURT OF COMMON PLE
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2018-LP-21-2191

AMENDED COMPLAINT TO QUIET T
(Quiet Title and Confirm Tax Sale)
(NON-JURY TRIAL REQUESTED)

4110 SEP 22 PM 3:52
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

The Plaintiff, complaining of the Defendants herein, alleges:

1. The Plaintiff brings this action pursuant to the provisions of the South Carolina Uniform Declaratory Judgment Act § 15-53-10, Code of Laws of South Carolina, 1976, for the purpose of obtaining a decree adjudging that the Plaintiff is seized in fee simple of good and marketable title to the real estate herein below described and that no Defendants have any interest or estate in or lien upon, the said real estate.
2. The subject of this action is real property located in Florence County, South Carolina. The Plaintiff is informed and believes that this Court has subject matter jurisdiction and that venue is proper in Florence County, South Carolina.

3. Pursuant to an execution dated March 28, 2016, and subsequent levy, the Treasurer of Florence County, South Carolina, acting in his official capacity and through the Delinquent Tax Collector of Florence County, South Carolina, offered for sale the real property of The Corner Store, Inc. for non-payment of 2015 and 2016 real property taxes. The property is described as follows:

All those certain pieces, parcels or lots of land lying, being and situate in the County of Florence, State of South Carolina, School District No. 13 and designated on a plat or map of the place known as Hyde Park as Lots 1, 2, and 3, which said map or plat was made for George M. McCown in November, 1946 by W.B. Cummings, Surveyor, and which plat is recorded in the office of the Clerk of Court for Florence County in plat Book 1 at page 74. Reference is also made to a map on Dimitri and Theodora Krasias by Nesbitt Surveying Co., Inc., dated June 12, 2002 and recorded in the above mention office in Plat book 79 at Page 229. Reference being had to said maps for a more complete and accurate description.

This being the same property conveyed to The Corner Store, Inc. recorded in Deed Book B313 at Page 124 in the Office of the Clerk of Court for Florence County, State of South Carolina.

TMS 90013-03-001

The property of The Corner Store, Inc. was sold at public auction for unpaid taxes on October 3, 2016, and upon Ronald Edwin Barfield's compliance with the terms of his bid and pursuant to the terms of sale, after the time for redemption had expired, a tax title dated May 9, 2018, was issued by Florence County and subsequently recorded in Book B745 on Page 517, in the Office of the Clerk of Court for Florence County. A copy of the tax title is attached and marked as "Exhibit 1."

4. Plaintiff is informed and believes that Florence County complied with the applicable statutes required to execute upon and sell the subject real property and

that Florence County gave all necessary and proper notices to the Defendants herein who were entitled to notice; that the Treasurer of Florence County complied with all applicable statutory requirements and that as a result, all of the Defendants' rights, title and interest in the subject property have been terminated by the tax sale and by the issuance of the Tax Deed to the subject property to Ronald Edwin Barfield. Plaintiff further alleges that since more than two years have passed since the date of sale, the applicable Statute of Limitations applies and precludes the Defendants from contesting the tax title issued to Ronald Edwin Barfield.

5. The Defendants unjustly claim or may claim to have, or it appears by public records that they may claim some right in or title to, claim or demand against, or lien or encumbrance upon the said land, or one or more of them or some part thereof, the exact nature, extent and quality of which is unknown to the Plaintiff. Such claims are unjust and all such claims which Defendants may have had upon the premises above described were wholly and effectually extinguished, cut off and barred by South Carolina Code § 12-51-160. The Plaintiff is seized and possessed of said premises free of and wholly discharged from any and every such claim or lien.
6. The Plaintiff has made a diligent search to ascertain the last known addresses or whereabouts of all potential Defendants, but has been unable to ascertain certain identities in this action and the Plaintiff has therefore named as party Defendants, John Doe and Richard Roe, fictitious names to represent the unknown adults, persons in military service, minors, persons under disability or incompetent, and

also other persons unknown claiming any right, title, estate in or lien upon the real estate described in this Complaint.

7. The Plaintiff is informed and believes that because of the allegations contained in the Complaint, the Court should quiet any defects in the title to the property and declare the Plaintiff to be the sole owner of a fee simple title, forever barring any claim and/or right of the party Defendants or any unknown persons who might claim any right, title, interest in or lien upon the real estate described in this Complaint.

SECOND CAUSE OF ACTION

(Declaratory Judgement -S.C. Code §15-53-10, et seq.)

(Quiet Title and for a Determination of Interests)

8. The Plaintiff realleges each and every relevant allegation set forth above as if fully repeated herein verbatim.
9. The Plaintiff seeks a declaratory judgment under S.C. Code Ann. §15-53-10, et seq., in light of the fact that the Defendant United States of America attempted to seize the subject property through an Order of Forfeiture filed in the United States District Court in Harrisonburg, Virginia, but the Defendant United States of America did not notify the County of Florence or take any steps to perfect its interest in the property. The Defendant United States of America's continued legal claim or interest is a cloud on title and deprives the Plaintiff of the use and enjoyment of the property. Further, the Defendant United State of America did not pay any taxes as required by the local jurisdiction and allowed the property to be sold at tax sale.

10. Alternatively, if the Defendant, United States of America, demonstrates proper notice of the forfeiture proceedings, the Plaintiff is entitled to damages from the County of Florence and/or the United States of America. Specifically, the Defendant has incurred expenses for payment of taxes, improvements to the subject property and potential loss of profit.

11. Therefore, the Plaintiff requests the Court to declare that he owns a fee simple interest in the property subject to this action and that Defendant United States of America has no interest therein based upon principles of notice, equity and tax laws. Alternatively, the Court is requested to determine the appropriate damages payable to the Plaintiff by the Defendant County of Florence and/or the Defendant United States of America.

WHEREFORE, the Plaintiff prays judgment as follows:

1. That this Court confirm the tax sale and confirm that the fee simple interest of Ronald Edwin Barfield in the property that is the subject of this action.
2. That the Defendants and all unknown persons who might claim any right, title, interest in or lien upon the real estate described in this Complaint herein, be barred from any claim thereto and any cloud upon the title to the said premises be removed therefrom;
3. This Court determines the respective rights of the Defendant United States of America and Plaintiff Ron Barfield to the property pursuant to the 2013 Order of Forfeiture and the responsibilities of the Defendants to reimburse the Plaintiff for costs incurred pursuant to this tax sale process; and
4. For such other and further relief as to this Court may deem just and proper.

September 25, 2018
Florence, South Carolina



CHARLIE J. BLAKE, JR.
Attorney for Plaintiff
Finklea Law Firm
814 W. Evans Street (29501)
Post Office Box 1317
Florence, SC 29503
(843) 317-4900
(843) 317-4910 (fax)
cblake@finklealaw.com

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Ronald Edwin Barfield,

Plaintiff,

vs.

The Corner Store, Inc., et al,

Defendants.

) IN THE COURT OF COMMON PLEAS
) TWELFTH JUDICIAL CIRCUIT
) CASE NO. 2018-CP-21-2191
)
)
)

) **ANSWER OF DEFENDANT PAIGE**
) **HOLSAPPLE as FLORENCE**
) **COUNTY DELINQUENT TAX**
) **COLLECTOR**
)
)
)

The Defendant, Paige Holsapple as Florence County Delinquent Tax Collector, (hereinafter Defendant) answering the Amended Complaint of the Plaintiff, would show unto this Court as follows:

1. The Defendant admits the allegations in Paragraph 1 of the Amended Complaint.
2. The Defendant admits the allegations in Paragraph 2 of the Amended Complaint.
3. The Defendant admits the allegations in Paragraph 3 of the Amended Complaint.
4. The Defendant admits the allegations in Paragraph 4 of the Amended Complaint.
5. The Defendant lacks sufficient information and belief to admit or deny the allegations contained in Paragraph 5 of the Amended Complaint and therefore denies the same.
6. The Defendants lacks sufficient information and belief to admit or deny the allegations contained in Paragraph 6 of the Amended Complaint and therefore denies the same.
7. The lacks sufficient information and belief to admit or deny the allegations contained in Paragraph 7 of the Amended Complaint and therefore denies the same.

AS TO THE SECOND CAUSE OF ACTION

8. The Defendants re-pleads and reiterates the foregoing paragraphs as if set forth herein verbatim, and denies any allegations in Paragraph 8 of the Amended Complaint inconsistent therewith.

9. The Defendant admits the allegations contained in Paragraph 9 of the Amended Complaint as allege this action is a declaratory judgment action, but lacks sufficient information or belief to admit or deny the remaining allegations in Paragraph 9 of the Amended Complaint, and therefore denies the same.

10. The Defendant denies the allegations contained in Paragraph 10 of the Amended Complaint.

11. The Defendant lacks sufficient information and belief to admit or deny the allegations contained in Paragraph 11 of the Amended Complaint and therefore denies the same.

WHEREFORE; having set forth her Answer, the Defendant prays that she be dismissed from this action and that this Court grant such other and further relief as may be just and proper under these premises.

s/ D. Malloy McEachin, Jr.
D. Malloy McEachin, Jr.
McEachin & McEachin, P.A.
2117-B W. Palmetto Street
Florence, SC 29501
Phone: 843-665-0135
Fax: 843-665-0716
#3794
malloy@mceachinlawfirm.com

Attorney for Defendants

November 14, 2018

Florence, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS

CASE NO: 2018-CP-21-02191

Ronald Edwin Barfield,
Plaintiff,

ANSWER OF THE UNITED STATES OF
AMERICA

vs.

The Corner Store, Inc., *et al.*,
Defendants.

Defendant, United States of America, by and through the Department of Justice answering the **Complaint** herein, would respectfully show that:

1. Each and every allegation of the **Complaint** not hereinafter admitted or otherwise explained is denied and strict proof demanded thereof.
2. This defendant alleges that if the United States has claims/federal liens which attached to the subject property, then these claims/federal liens may not be extinguished, cut off, or barred by the Tax Sale and/or Tax Deed unless the United States of America was properly noticed of the tax sale.
3. This defendant has insufficient knowledge of and therefore denies and demands strict proof of the remaining allegations.

WHEREFORE, the defendant, United States of America, on behalf of its Agency and prays that its interests be protected.

SHERRI A. LYDON
UNITED STATES ATTORNEY
District of South Carolina

By: s/ Matthew J. Modica
Matthew J. Modica (#065480)
United States Attorney
151 Meeting Street, Suite 200
Charleston, South Carolina 29401-2238
Phone No.: (843) 266-1600
Fax No.: (843) 727-4443
matthew.j.modica@usdoj.gov

February 8, 2019

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF FLORENCE) C/A: 2018-CP-21-2191

Ronald Edwin Barfield)
)
Plaintiff,)

v.)

The Corner Store, Inc., and all persons)
claiming any right, title, estate interest in or)
lien upon the real estate described; any)
unknown adults and those persons who may)
be in the military service of the United)
State of America, all of them being a class)
Designated as John Doe, whose true name)
is unknown; any unborn infants or persons)
under disability being a class designated as)
Richard Road, whose true name is unknown,)
United States of America, and Paige)
Holsapple as Florence County Delinquent)
Tax Collector,)

MOTION

Defendants.)
)
)

TO: Charles Blake, Attorney for the Plaintiff, Malloy McEachin, Jr., Attorney for the Defendant Paige Holsapple as Florence County Delinquent Tax Collector, and Matthew Modica, Attorney for the United States of America:

YOU WILL PLEASE TAKE NOTICE that Nilesch Patel, as Trustee of the Anjay R. Patel Irrevocable Trust Agreement dated December 18, 2000 ("Patel Trust") will move before the Presiding Judge of the Twelfth Judicial Circuit, in Florence, South Carolina, at a time and place to be fixed by the Court, (1) for an Order pursuant to Rule 19 and 24, SCRCF for (1) an order joining the Patel Trust as a defendant in this matter and (2) an order allowing the Patel Trust to intervene in this matter and be named as a named defendant.

The grounds for the motion are:

1. The Patel Trust is the Assignee under an Assignment of Rents and Leases from Corner Store, Inc. dated February 16, 2012. This Assignment of Rents and Leases was recorded in the Office of the Clerk of Court for Florence County on February 23, 2012 in Book B392 at page 235. The Assignment of Rents and Leases results from an Agreement between the Patel Trust and Corner Store, Inc. dated October 18, 2009. The Assignment of Rents and Leases involves 905 Cashua Drive, Florence, SC (“Property”).
2. The Property was sold at the Florence County Delinquent Tax Sale on October 3, 2016 to the Plaintiff.
3. The Patel Trust has an interest in the Property and if the Patel Trust is not joined as a specifically named party or allowed to intervene as a party, its interest in the Property is so situated that the disposition of the action in its absence may (a) as a practical matter impair or impede its ability to protect its interest or (b) leave any of the persons already parties subject to a substantial risk of incurring double, multiple of otherwise inconsistent obligations by reason of its claimed interests.
4. The Patel Trust does not believe its interest are adequately represented by existing parties.
5. The Answer, Counterclaim and Crossclaim of the Patel Trust is filed in conjunction with, and accompanies, this motion.

s/Jennifer Dowd Nichols, SC Bar #75619

Jennifer Dowd Nichols
Attorney for the Patel Trust
Law Office of Samuel M. Price, Jr.
PO Box 463
1413 Main Street
Newberry, South Carolina 29108
Telephone: (803) 276-0796

May 2, 2019

Certificate of Electronic Notification

Recipients

Charlie Blake - Notification transmitted on 05-03-2019 08:32:13 AM.

Matthew Modica - Notification transmitted on 05-03-2019 08:32:13 AM.

D. McEachin - Notification transmitted on 05-03-2019 08:32:13 AM.

The Notice below is AMENDED
Not all documents within the filing were approved.

Document(s) Filed: Motion/Intervene

-

***** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2018CP2102191

Official File Stamp: 05-03-2019 08:30:54 AM

Court: CIRCUIT COURT

Common Pleas

Florence

Case Caption: Ronald Edwin Barfield VS Corner Store Inc

Document(s) Submitted: Motion/Intervene

Answer/Answer & Counterclaim

Answer/Answer & Crossclaim

Filed by or on behalf of: Jennifer Dowd Nichols

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Matthew J. Modica for United States Of America

D. Malloy McEachin, Jr. for Delinquent Tax
Collector Florence County

Charlie James Blake, Jr. for Ronald Edwin
Barfield

The following people have not been served electronically by the Court. Therefore, they must
be served by traditional means:

Richard Roe

John Doe

Corner Store Inc

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE)
)
 Ronald Edwin Barfield)
)
 Plaintiff,)
)
 v.)
)
 The Corner Store, Inc., and all persons)
 claiming any right, title, estate interest in or)
 lien upon the real estate described; any)
 unknown adults and those persons who may)
 be in the military service of the United)
 State of America, all of them being a class)
 Designated as John Doe, whose true name)
 is unknown; any unborn infants or persons)
 under disability being a class designated as)
 Richard Road, whose true name is unknown,)
 United States of America, and Paige)
 Holsapple as Florence County Delinquent)
 Tax Collector,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 C/A: 2018-CP-21-2191

THE PATEL TRUST ANSWER TO THE
 PLAINTIFF’S COMPLAINT,
 COUNTERCLAIM AGAINST THE
 PLAINTIFF, AND CROSSCLAIM
 AGAINST THE DEFENDANT UNITED
 STATES OF AMERICA

NOW COMES Nilesh Patel, as Trustee of the Anjay R. Patel Irrevocable Trust Agreement dated December 18, 2000 (“Patel Trust”), who, answering the Complaint of Plaintiff, Ronald Edwin Barfield, (“Plaintiff”) respectfully alleges and will show unto this Honorable Court as follows:

FOR A FIRST DEFEENSE

1. The Patel Trust denies each and every allegation of Plaintiff’s Complaint not hereinafter specifically admitted.

2. The Patel Trust acknowledges the Plaintiff's action is brought under the South Carolina Uniform Declaratory Judgment Act §15-53-10, Code of Laws of South Carolina, 1976., as alleged in Paragraph 1 of the Plaintiff's Complaint. The Patel Trust denies the allegations that the Defendants do not have any interest or estate in or lien upon, the said real estate as alleged in the Paragraph 1 of the Plaintiff's Complaint.
3. The Patel Trust admits the allegations contained in Paragraph 2 of the Plaintiff's Complaint.
4. The Patel Trust admits the allegations contained in Paragraph 3 of the Plaintiff's Complaint that describe the actions taken by the Treasurer of Florence County and the Delinquent Tax Collector of Florence County. However, to the extent that this Paragraph could be read to support the validity of the sale and the subsequent redemption, those allegations are denied.
5. The Patel Trust denies the allegations contained in Paragraph 4 of the Plaintiff's Complaint.
6. The Patel Trust denies the allegations contained in Paragraph 5 of the Plaintiff's Complaint.
7. The Patel Trust lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of the Plaintiff's Complaint, and is therefore denied. However, as to the allegations regarding Defendant John Doe, the Patel Trust alleges it has an interest in the subject property and may fall under the designation of John Doe. The Patel Trust moves before the Court to be joined as a specifically named

defendant under Rule 19, SCRCP, or be allowed to intervene in this matter as a specifically named defendant under Rule 24, SCRCP.

8. The Patel Trust denies the allegations contained in Paragraph 7 of the Plaintiff's Complaint.

FOR A SECOND DEFENSE

9. The Patel Trust realleges paragraphs one through eight as if fully repeated herein verbatim.
10. The Patel Trust denies the allegations contained in Paragraph 9 of the Plaintiff's Complaint regarding the allegations that the Defendant United States of America did not notify Florence County of a forfeiture or seizure of the subject property or that it did not take any steps to perfect its interest in the subject property. The Patel Trust lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 9 of the Plaintiff's Complaint, and is therefore denied.
11. The Patel Trust lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 10 of the Plaintiff's Complaint, and is therefore denied.
12. The Patel Trust denies the allegations contained in Paragraph 11 of the Plaintiff's Complaint, and is therefore denied.

**FOR A THIRD DEFENSE AND BY WAY OF COUNTERCLAIM AGAINST THE
PLAINTIFF AND CROSS-CLAIM AGAINST THE DEFENDANT PAIGE
HOLSAPPLE AS FLORENCE COUNTY DELINQUENT TAX COLLECTOR**

13. The Patel Trust realleges paragraphs one through twelve as if fully repeated herein verbatim.
14. The Patel Trust has an interest in the subject property by virtue of that Assignment of Rents and Leases assigned to the Patel Trust by Corner Store, Inc. dated February 16, 2012 and recorded in the Office of the Clerk of Court for Florence County on February 23, 2012 in Book B392 at pages 235-239.
15. The Patel Trust also alleges an interest that is demonstrated through a petition filed in a federal forfeiture proceeding.
16. The tax sale conducted on October 3, 2016 by the Defendant Paige Holsapple as Florence County Delinquent Tax Collector ("Florence County") was in violation of the Code of Laws of South Carolina (1976, as amended) governing delinquent tax sales, including but not limited to § 12-51-120, Code of Laws of South Carolina, 1976, in that the Patel Trust, as grantee and/or mortgagee, did not receive a notice of the approaching end of the redemption period as required by law. Florence County had knowledge of the Patel Trust and its address as the Patel Trust was paying the property tax payments in the previous years.
17. Because the Patel Trust did not receive the notice of the approaching end of the redemption period, the tax sale is in violation of the Code of Laws of the State of South Carolina, and is void ab initio.

18. The rights of the Plaintiff in and to the subject property should be declared null and void as a result of the Defendant Florence County not conducting the tax sale in strict compliance with the South Carolina statutes governing tax sales.
19. Based on the foregoing, the Patel Trust is entitled to have the tax sale relating to the subject property declared void ab initio and the tax deed issued to the Plaintiff be declared null and void.

**FOR A FOURTH DEFENSE AND BY WAY OF COUNTERCLAIM AGAINST
THE PLAINTIFF AND CROSS-CLAIM AGAINST THE DEFENDANT
FLORENCE COUNTY**

20. The Patel Trust realleges paragraphs one through nineteen as if fully repeated herein verbatim.
21. The Patel trust alleges that the Defendant Florence County was aware of the forfeiture proceedings initiated and maintained by the United States of America.
22. The Patel trust alleges that by virtue of the Defendant Florence County's knowledge of the forfeiture proceedings initiated and maintained by the United States of America, the Defendant Florence County should have removed the subject property the delinquent tax sale roster.
23. Based on the foregoing, the Patel Trust is entitled to have the tax sale relating to the subject property declared void ab initio and the tax deed issued to the Plaintiff be declared null and void.

WHEREFORE, having fully answered the Plaintiff's Complaint, the Patel Trust prays for an Order of this Court:

- A. Voiding the tax sale conducted on or about October 3, 2016 ab initio, setting aside the tax deed issued to the Plaintiff and declaring Defendant Corner Store as the owner of the Property;
- B. For such other and further relief as this Court may deem just and proper.

s/Jennifer Dowd Nichols, SC Bar #75619
Jennifer Dowd Nichols
Attorney for the Patel Trust
Law Office of Samuel M. Price, Jr.
PO Box 463
1413 Main Street
Newberry, South Carolina 29108
Telephone: (803) 276-0796

May 2, 2019

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

] IN THE COURT OF COMMON PLEAS
] TWELFTH JUDICIAL CIRCUIT
] CASE NO. 2018-CP-21-02191

Ronald Edwin Barfield,
Plaintiff,

-vs-

The Corner Store, Inc., and all
persons claiming any right, title,
estate interest in or lien upon the
real estate described; any unknown
adults and those persons who may
be in the military service of the
United States of America, all of
them being a class designated as
John Doe, whose true name is
unknown; any unborn infants or
persons under disability being a
class designated as Richard Roe,
whose true name is unknown,
United States of America, and
Paige Holsapple as Florence County
Delinquent Tax Collector,
Defendants.

ORDER

This matter was filed on August 14, 2018, as an action to quiet title to the following property:

All those certain pieces, parcels or lots of land lying, being and situate in the County of Florence, State of South Carolina, School District No. 13 and designated on a plat or map of the place known as Hyde Park as Lots 1, 2 and 3, which said map or plat was made for George M. McCown in November, 1946, by W.B. Cummings, Surveyor, and which plat is recorded in the office of the

Clerk of Court for Florence County in Plat Book 1 at Page 74. Reference is also made to a map on Dimitri and Theodora Krasias by Nesbitt Surveying Co., Inc., dated June 12, 2002, and recorded in the above mentioned office in Plat Book 79 at Page 229. Reference being had to said maps for a more complete and accurate description.

This being the same property conveyed to The Corner Store, Inc. recorded in Deed Book B313 at Page 124 in the office of the Clerk of Court for Florence County, State of South Carolina.

TMS: 90013-03-001

At the request of the litigants, the matter was bifurcated and this ruling is only as to the quiet title cause of action.

The property of The Corner Store, Inc. was sold at public auction for unpaid taxes on October 3, 2016, and upon Ronald Edwin Barfield's compliance with the terms of his bid and pursuant to the terms of sale, after the time for redemption had expired, a tax title dated May 9, 2018, was issued by Florence County and recorded in Book B745 at Page 517, in the office of the Clerk of Court for Florence County.

The pleadings were subsequently amended to add the United States of America and the Florence County Delinquent Tax Office on September 25, 2018. An Order was issued upon motion of Nilesh Patel, as Trustee of the Anjay R. Patel Irrevocable Trust Agreement dated December 18, 2000 ("Patel Trust") joining the Patel Trust as a Defendant.

Initially, the United States of America alleged "the United States has claims/federal liens which attach to the subject property. Subsequently, the claim of

the United States of America was withdrawn. Title 21-Food and Drugs Section 852

(c) provides as follows:

“Third party transfers. Any such property that is subsequently transferred to a person other than the defendant **may be** the subject of a special verdict of forfeiture and thereafter shall be ordered forfeited to the United States, **unless** the transferee establishes ... that he is a bona fide purchaser for value of such property who at the time of purchase was reasonably without cause to believe that the property was subject to forfeiture under this section.”

Patel alleges an interest in the property pursuant to an Assignment of Rents and Leases. The Patel Trust was never an owner of record, grantee of the property or mortgage holder. The Trust is relying on a mere filing of an assignment of rents and leases. “In interpreting a statute, words must be given their plain and ordinary meaning without resorting to subtle or forced construction to limit or expand the statute’s operation” Rowe v. Hyatt, 321 S.C. 366,468 S.C.2d 649 (1996).

The South Carolina Code in Section 12-51-160 provides that a tax sale is evidence of good title. It further provides that no action for the recovery of land may be maintained unless brought within two (2) years from the date of sale. However, this is not an action to recover possession of real property and is an action to quiet title. The tax sale was October 3, 2016, and the Patel Trust did not file its motion to intervene until October 3, 2019. Its Answer and Cross Claim were filed July 16, 2021.

The Florence County Delinquent Tax Collector alleges it complied with the provisions of the Code and gave notice to The Corner Store, Inc.

Borrowing from Corbin v. Carlin, 620 S.E.2d 745, 366 S.C. 187 (S.C. 2005)

I “find the instant action was not one to set aside a tax sale falling under the provision of Section 12-51-160, but instead was an action to quiet title and for” ... Barfield ... “to assert his proper ownership rights ... it would yield an absurd and unfair result to forbid” ... Barfield... “to assert his right to ownership of his property when there is no indication he knew or should have known” anyone would claim the county was improperly seeking to sell the property in a tax sale.

NOW, THEREFORE, the Plaintiff, Ronald Edwin Barfield, should be deemed the fee simple owner of the subject property and any claim should be barred and extinguished. And,

IT IS SO ORDERED.

Haigh Porter
Master-in-Equity for Florence County

Florence, South Carolina,

September _____, 2021



Florence Common Pleas

Case Caption: Ronald Edwin Barfield VS Corner Store Inc , defendant, et al
Case Number: 2018CP2102191
Type: Master/Order/Other

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2021-09-17 09:57:41 page 5 of 5

1 I -- I didn't know if you wanted him in here now
2 or not just due to the circumstances.

3 The Court: I -- I have no objection.

4 Ms. Nichols: Okay.

5 The Court: If I was him I would say,
6 why in the heck am I not in there?

7 Ms. Nichols: I told him I'd call him
8 when I knew it was okay for him to come in.

9 The Court: Go ahead. Bring him in.
10 And then I presume you are Mr. Connis?

11 Mr. Price: Sir, my name is Sam Price.
12 Jennifer and I practice together.

13 The Court: I'm sorry. I can't
14 understand you.

15 Mr. Price: My name is Sam Price.

16 The Court: Okay.

17 Mr. Price: And Jennifer and I
18 practice together.

19 The Court: Okay. Thank you. Do any
20 of you attorneys know whether Mr. Connis was
21 planning on attending?

22 Ms. Nichols: Your Honor, it's my
23 understanding he was not.

24 The Court: I -- I -- I didn't he was
25 but -- and I don't even know that he was a

1 necessary party. A necessary attorney rather, to
2 be present. All right. I further noted from a
3 quick review of the court file that the government
4 of the United States filed an answer along -- also
5 an answer by the Patel Trust and answered by
6 Mr. McEachin for the county tax office. And
7 Mr. Blake, with that list, you are one of the
8 other attorneys had something that we need in a
9 housekeeping matter of -- of the file. I think
10 we're ready for you to proceed.

11 Mr. McEachin: Your Honor, the -- the
12 U.S. Attorney has notified Mr. Blake and I that
13 they're withdrawing their objection to the tax
14 sale and they did not intend to be here today.

15 The Court: Okay.

16 Mr. McEachin: Your Honor -- Your
17 Honor, the -- the trust has filed last Thursday or
18 Friday an answer in cross-claim and it was styled
19 against the United States of America. But within
20 the body it's against the cross -- there's a
21 cross-claim against Florence County Treasurer. We
22 have not had the opportunity to respond to that.
23 Ms. Nichols and I have discussed that and what we
24 propose for the Court is that the case be
25 bifurcated in regards to her cross-claim. Allow

1 the County the ample time to respond to the
2 pleading. We believe the -- that your outcome --
3 you -- Your Honor's ruling on -- on Mr. Blake's
4 action is probably going to resolve the issues.
5 But in the event there is some remaining issue, we
6 would request the Court allow the case to be
7 bifurcated and allow Mr. Blake to go forward this
8 morning. And then it'll be -- if -- if necessary,
9 a later hearing on the cross-claim by -- by the --
10 by the Trust.

11 The Court: Any objection, Mr. Blake?

12 Mr. Blake: No, sir, Your Honor. We
13 do recognize the fact that the answer was filed, I
14 think Thursday or Friday. So -- and we -- we --
15 we agree with the County.

16 The Court: Okay. I noted that
17 yesterday afternoon. I thought just by -- by
18 accident, I happened to find that an answer had
19 been filed a little late, but that's okay.

20 Ms. Nichols: Well, Your Honor, just
21 to clarify, we actually filed that motion back in
22 May of 2019. Our answer and our cross-claim and
23 the counterclaim was filed. But when we were
24 printing up everything to make sure our records,
25 we did not see where it had been clocked in

1 The Court: Mr. Blake.

2 Mr. Blake: Yes, sir. Your Honor,
3 we're prepared to call our first witness,
4 Mr. Ronald Barfield.

5 The Court: Mr. Barfield, if you'll
6 have a -- come around over beyond the reporter.
7 If you'd put your left hand on the Bible and then
8 raise your right hand. The evidence you should
9 give will be the truth, the whole truth and
10 nothing but the truth so help you God?

11 The Witness: I do.

12 The Court: Thank you.

13 D I R E C T E X A M I N A T I O N

14 By Mr. Blake:

15 Q Mr. Barfield, state your full name for
16 the record.

17 A My name is Ronald Edwin Barfield,
18 Junior.

19 Q And where do you currently reside?
20 Where do you stay?

21 A I live at 1719 Catfish Church Road.

22 Q Okay. And about how long have you
23 stayed there?

24 A I've been there for about three years.
25 And I built a new house. I've been there for

1 three years.

2 Q And are you currently employed?

3 A I am. I'm self-employed. I own the
4 Dillon Motor Speedway Racetrack.

5 Q Now, were you the -- I guess, the --
6 the purchaser at tax sale of what we call the
7 Corner Store?

8 A Yes, sir.

9 Q And describe for the Court the layout
10 of the Corner Store property?

11 A The Corner Store property is -- is a
12 gas station that was -- that was built, I would
13 guess probably about 2008, somewhere around there.
14 And anyway, it had went through financial trouble.
15 It had actually went through a foreclosure. And
16 then I saw it on the tax sale. I go to the tax
17 sales every so often. And I'd like to say it's
18 about an acre of land -- three-quarters of an acre
19 of land. The -- the -- the road got four-laned on
20 Cashua and it actually took some of the land for
21 the store. But it's in a -- it's on a four-lane
22 highway. And it has been -- it has been broken
23 into many times. The front windows were knocked
24 out. The -- the drink coolers were all knocked
25 out. And it's had multiple -- it's had multiple

1 callings for the police to come over there. There
2 were some kids that vandalized it that were in the
3 back.

4 The Court: Is that the old station as
5 you're going west on Cashua. Is it on the
6 right-hand side on a -- at a corner? Or is it --

7 Mr. Barfield: If you -- if you take a
8 right --

9 The Court: Or am I thinking about a
10 different piece of property?

11 The Witness: I think -- I can give
12 you a reference. You remember Ms. Ruby's?

13 The Court: Yeah.

14 The Witness: Ms. Ruby's corner?
15 Okay. When you're at Cashua there and you turn in
16 -- if you're coming down West Evans and you take a
17 right on Cashua --

18 The Court: Yes, sir.

19 The Witness: -- if you go down there
20 about three-quarters of a mile or a half a mile,
21 it's on the right. It was a newer store that was
22 built. And it was originally called the Del---
23 the New Delmae Grocery. Which the old Delmae
24 Grocery was across the road. And the -- the guy
25 that was cooking at the old Delmae Grocery built

1 it.

2 The Court: Okay.

3 The Witness: It's been vacant. Truck
4 drivers park in it. They've knocked the windows
5 out of it. Hadn't been cleaned up. Nothing's
6 been done. Pretty -- in the state of repair.

7 By Mr. Blake:

8 Q And Mr. Barfield, you indicated that
9 you -- you purchased the property at tax sale. Do
10 you remember about what year, what timeframe you
11 -- you went to the tax sale?

12 A I've been going to tax sales since
13 2014, 2013 every year. This one here come though
14 -- I can't exactly remember the year. I know it
15 was the taxes of 2015 and 2016. So whatever year
16 that tax sale would be done in October. So I
17 would say it was probably in October the 3rd of
18 probably 2017 is when they were sold.

19 Q All right. And we'll get some more
20 clarity on that. Do -- do you recall how much you
21 paid at the bid?

22 A My -- my bid was the winning bid at
23 15,281 dollars.

24 Q And the property was never redeemed
25 after you -- you bid at tax sale?

1 A The property was never redeemed.

2 Q And have you been paying the property
3 taxes on this Corner Store since you purchased it
4 at tax sale?

5 A I have. Current -- taxes are current
6 on it. I've been paying basically 8,500 dollars a
7 year since even the sale dates, since then. And
8 it's current. And I've been paying every year.
9 And let me tell you, it's -- it's been a stru---
10 struggle for 8,500 dollars a year, you know.

11 Q So you've paid in let's say, 2017,
12 2018, 2019 --

13 A Two thousand -- yeah.

14 Q -- and 2020?

15 A Yes. And plus, what the tax sale was.

16 Q Okay.

17 A And when I got the deed, I had to pay
18 a year back also, so...

19 Q Okay. And you talked about the -- the
20 current condition of the property. Do you have a
21 tenant in there now --

22 A I --

23 Q -- making use of it?

24 A I do not. I do not have a tenant.

25 Well, I -- to be honest with you, I started

1 cleaning it up to start with and started getting
2 -- like I say, it was ransacked inside. Kids had
3 stole drinks out of the drink coolers and busted
4 the windows. And I've done some cleaning up to
5 get that stuff out of the building that was --
6 that was vandalized like the drinks. And they
7 were everywhere. The front windows were knocked
8 out of it. I went and put the front windows back
9 in the building. It had -- it had boards over the
10 windows. I went and put new windows in it,
11 probably in May of '18 -- 2018. I put the windows
12 in. Palmetto Glass in Florence done it. And I
13 put the boards back on top of the new windows
14 because I didn't want to get busted out again.
15 Since then, I've done some -- I did some cleaning
16 around the property a little bit. But when I
17 realized that I didn't want to spend any money in
18 it and put tenants in it and everything else
19 because I knew -- I knew that -- I wanted to make
20 sure I cleaned the title in the title action.

21 Q All right. And you -- you indicated
22 that you put glass in it. Do you -- do you recall
23 about how much you spent putting glass in it?

24 A So Palmetto Glass, it was -- I got the
25 receipts over there. It was 694 dollars is what

1 it cost me to put it in there. And I have the
2 receipt for that.

3 Q And other than putting the glass in,
4 any other structural repairs, roof, foundation or
5 anything of that nature?

6 A No, I have not done anything, but I
7 will tell you, it's going to take a lot.

8 Q Okay.

9 Mr. Blake: No further questions, Your
10 Honor.

11 Mr. McEachin: One second, Your Honor.
12 I don't have any questions, Your Honor.

13 The Court: Pardon?

14 Mr. McEachin: No questions.

15 The Court: Okay. Mr. Blake?

16 Ms. Nichols: I -- I just have one,
17 Your Honor. I just want to get a clarification on
18 the response that Mr. Barfield made.

19 C R O S S - E X A M I N A T I O N

20 By Ms. Nichols:

21 Q Mr. Barfield, you indicated -- you had
22 talked about how much you were paying per year,
23 about 8,500. And then when you were talking about
24 how when you paid the -- the amount for the -- I
25 guess the resulting year after the tax sale, you

1 also indicated, I believe that you said you paid a
2 year back. What year would that have been?

3 A Whenever you go the tax sale --

4 Q Uh-huh.

5 A Whenever you go to the tax sale, they
6 -- they have an amount that they auction off,
7 okay. And the amount was taxes which was 15,281
8 dollars. Okay. So the redemption period went
9 through -- went completely through. You get --
10 you get 365 days plus one day.

11 Q Yes, sir.

12 A And on the redemption period. So what
13 I did was, was I -- I -- when I realized that I
14 was going to get the property, I made sure that --
15 I made sure that -- that my 15,281 dollars -- for
16 me to go pick up a deed on the tax sales, I have
17 to pay the recording fee. I have to pay -- pay
18 the deed preparation and I have to pay the
19 existing taxes that are owed. Okay. So I had to
20 pay the -- the year that was there and then the
21 2014 taxes were not paid. So I paid that -- that
22 -- I think the taxes were a little bit less. So I
23 think it was like 7,900 dollars that year.

24 Q So you -- so you paid for the 2014
25 taxes even though --

1 A 2014, '15, '16, '17, '18, '19 and --

2 Q Even though the property didn't go up
3 for failure to pay for the 2014 taxes?

4 A Yeah. I just the paid the fees that I
5 was -- that I was supposed to pay.

6 Q That they told you, you had to pay?

7 A That's right.

8 Q Okay. All right.

9 Ms. Nichols: Nothing further, Your
10 Honor.

11 Mr. Blake: Nothing further for
12 Mr. Barfield, Your Honor.

13 The Court: You may step down.

14 The Witness: Okay. Thank you, sir.

15 Mr. Blake: Your Honor, I'd like to
16 call Ms. Paige Holsapple.

17 The Court: Good morning, Miss --
18 Ms. Paige. How about, if you would, put your left
19 hand on the Bible and raise your right hand. The
20 evidence you shall give be the truth and nothing
21 but the truth so help you God?

22 The Witness: I do.

23 The Court: Thank you, ma'am.

24 D I R E C T E X A M I N A T I O N

25 By Mr. Blake:

1 Q Ms. Holsapple, state your full name
2 for the record, please.

3 A Paige Poston Holsapple.

4 Q And what is your current position with
5 the County?

6 A Deputy treasurer.

7 Q Okay. And about how long have you
8 served with the treasurer's office?

9 A Over 27 years.

10 Q Okay. And about how long have you
11 served as the deputy treasurer?

12 A About 15 years.

13 Q Okay. And what is a general
14 description of your duties as deputy treasurer?

15 A My responsibilities include the
16 collection of delinquent taxes, assessments,
17 penalties and costs charged against any property
18 in Florence County to which the county treasurer
19 has issued a tax execution.

20 Q Okay. And we're here today for the --
21 the Corner Store property. Do you have the map
22 block and parcel number on that piece of property?

23 A Yes. It's 90013-03-001.

24 Q Okay. And that property is here in
25 Florence County?

1 A Yes.

2 Q And -- and what -- about what street
3 is that on or -- or what area is that on?

4 A The property description provided by
5 the tax assessor's office is South Cashua Road,
6 lots one through three.

7 Q Now, was there an issue with failure
8 to pay taxes on that property?

9 A A tax execute -- execution was issued
10 for the 2015 tax year.

11 Q Okay. And at that time, who was the
12 -- the owner of that property?

13 A The Corner Store, Inc.

14 Q And you indicated that a tax execution
15 was -- that was issued for the 2015 taxes, what
16 was the date of that execution?

17 A March 28th, 2016.

18 Mr. Blake: Your Honor.

19 By Mr. Blake:

20 Q Paige, I'm going to show you a
21 document. What -- what is that document that's
22 before you?

23 A It's our execution letter.

24 Q Okay. And what's the date on the --
25 on that particular execution letter?

1 A March 28th, 2016.

2 Q And is that a copy of the execution
3 that you referenced in your testimony?

4 A Yes.

5 Q Okay. And again, that -- that
6 execution against the Corner Store as the -- the
7 owner at that time?

8 A The Corner Store, Inc.

9 Q Okay.

10 Mr. Blake: Your Honor, we're going to
11 put that execution in -- in as plaintiff's 1.

12 The Court: Any objection?

13 Mr. McEachin: No objection.

14 (Plaintiff's exhibit number 1
15 marked for identification.)

16 Mr. McEachin: Your Honor, is
17 Ms. Holsapple's microphone turned on? I'm having
18 trouble hearing.

19 The Court: I'm not sure. There's a
20 green light there at the base. Is it on?

21 The Witness: It's on.

22 The Court: Okay. If you'll try to
23 speak into it.

24 By Mr. Blake:

25 Q After the execution, was a delinquent

1 notice sent to the tax payer?

2 A Yes. On April 12th, 2016, we sent a
3 delinquent notice to the Corner Store, Inc. at
4 1252 Overbrook Drive, Suite 7B, Gaffney, South
5 Carolina 29341.

6 Q You indicated that was April 12th of
7 2016?

8 A Yes.

9 Q And that document that's before you,
10 is that a copy of the notice that was sent to the
11 defaulting tax payer or delinquent tax payer?

12 A Yes. Well, the top copy is.

13 Q Okay. And what's showing on the
14 bottom copy?

15 A That's actually the certified that was
16 mailed in May.

17 Q Okay. All right.

18 A The signature of the certified.

19 Q Okay. So again, that top copy
20 reflects the -- the delinquent notice that was
21 sent on April 12th of 2016?

22 A Yes.

23 Q Okay.

24 Mr. Blake: Your Honor, we're going to
25 put that in as plaintiff's 2.

1 The Court: Any objection?

2 Mr. McEachin: No objection.

3 The Court: Any objection,

4 Ms. Nichols?

5 Ms. Nichols: No, Your Honor.

6 The Court: Thank you.

7 (Plaintiff's exhibit number 2

8 marked for identification.)

9 By Mr. Blake:

10 Q All right. So were -- after that
11 certified delinquent notice is sent to the
12 delinquent tax payer?

13 A Yes.

14 Q Okay. And what -- when were those
15 delinquent notices mailed?

16 A The certified delinquent notice was
17 mailed on May 20th, 2016.

18 Q Okay.

19 A To the same address and defaulting tax
20 payer.

21 Q Okay. And was that delinquent notice
22 claimed?

23 A Yes. It was claimed by Nathan Ramsey.

24 Q Okay. And that document that's before
25 you, is that a copy of the -- the card associated

1 with that certified delinquent notice?

2 A Yes.

3 Q Okay.

4 Mr. Blake: Your Honor, we'd put that
5 in as plaintiff's 3.

6 The Court: Any objection?

7 Mr. McEachin: No, sir.

8 (Plaintiff's exhibit number 3

9 marked for identification.)

10 By Mr. Blake:

11 Q And you indicated that that was
12 claimed. Was the property then levied upon?

13 A No.

14 Q Okay. And then after that, was the
15 property advertised?

16 A Yes. It was advertised in the News
17 Journal on September 14th, September 21st and
18 September 28th of 2016.

19 Q Okay. After that, when was the
20 property sold?

21 A It was sold at our tax sale on October
22 3rd, 2016.

23 Q Okay. And how much was the property
24 sold for?

25 A 15,281 dollars.

1 Q And there -- there were some questions
2 earlier, what years were captured by the 15,281
3 dollars?

4 A The 2015 and 2016 taxes.

5 Q Okay. And to whom was the property
6 sold?

7 A Ronald Edwin Barfield, Junior.

8 Q And after the sale, when were
9 redemption notices sent?

10 A September 6th, 2017.

11 Q I'm going to show you three documents.
12 Are those copies of the redemption notices that
13 were sent in this matter?

14 A Yes.

15 Q Now, why were there three separate
16 redemption notices sent?

17 A Well, we sent one to the Corner Store,
18 the defaulting tax payer at the address on record.
19 And we did a search with the South Carolina
20 Secretary of State to try to find a registered
21 agent for the Corner Store, in which came back as
22 Nathan Ramsey. We also did an Accurant search
23 with Lexis Ne--- Lexis Nexis to try to find a good
24 address for Mr. Ramsey and found two that we
25 thought could be a good address. So we sent

1 Nathan Ramsey two notices at two different
2 addresses.

3 Q Okay. And were -- were any of those
4 notices claimed?

5 A We sent one to Nathan Ramsey at 192
6 Lois Drive, Gaffney, South Carolina and it was
7 claimed by a Jane Ramsey.

8 Q Okay. All right.

9 Mr. Blake: Your Honor, we're going to
10 put those three delinquent notices in as --
11 redemption notices in as plaintiff's 4.

12 Mr. McEachin: No objection.

13 Ms. Nichols: No objection.

14 The Court: Without objection.

15 (Plaintiff's exhibit number 4
16 marked for identification.)

17 By Mr. Blake:

18 Q Was the property at any point redeemed
19 subsequent to those notices?

20 A No.

21 Q Was a -- a deed issued to the tax sale
22 purchaser?

23 A Yes. We issued a deed to Mr. Ronald
24 Edwin Barfield, Junior, which was recorded on May
25 9th, 2018.

1 Q And is that a copy of the deed that
2 was issued to Mr. Barfield?

3 A Yes.

4 Q Okay.

5 Mr. Blake: Your Honor, we'd put that
6 as plaintiff's 5.

7 The Court: Without objection?

8 Mr. McEachin: No objection.

9 Ms. Nichols: No objection.

10 (Plaintiff's exhibit number 5
11 marked for identification.)

12 By Mr. Blake:

13 Q Did the -- the tax sale produce any
14 overage?

15 A No.

16 Q Okay. Paige, prior to Mr. Barfield
17 filing this title action, have you -- or did you
18 hear from any parties claiming to have an interest
19 in this property?

20 A I don't think so. I don't remember
21 when Mr. Malloy was notified --

22 Q Okay.

23 A -- by the United States Attorney.

24 Q Okay. So your -- I guess, your first
25 recollection of when you heard any issue was from

1 the U.S. Attorney?

2 A Yes.

3 Q Okay.

4 A That I recall.

5 Q Based on your review of --

6 The Court: Excuse -- excuse me.

7 By Mr. Blake:

8 Q -- the file --

9 The Court: Excuse me, Mr. Blake. Did
10 I understand you, Ms. Paige, that was after the
11 sale that you heard through --

12 The Witness: Yes.

13 The Court: -- Mr. McEachin something
14 about the U.S. Attorney's Office?

15 The Witness: Yes, sir.

16 The Court: After the sale?

17 The Witness: Yes, sir.

18 The Court: Okay.

19 By Mr. Blake:

20 Q Paige, based on your review of the
21 file, do you feel as if the -- the law --

22 A I --

23 Q -- has been foll---

24 A I -- I -- when I see something --

25 Nathan Ramsey did call our office prior to issuing

1 a deed, but said he had no interest. He said he
2 -- all he did was call and just said, why would we
3 send him a notice?

4 Q Okay.

5 A And he said, he nor the federal
6 government had any interest in the property.

7 Q Okay.

8 A But we had no paperwork to back that
9 up.

10 Q Okay. Based on your review of the
11 file, do you feel as if the statutory requirements
12 have been followed in regard to this tax sale?

13 A Yes.

14 Mr. Blake: No further questions, Your
15 Honor.

16 Mr. McEachin: I don't have any
17 questions, Your Honor.

18 The Court: Ms. Nichols?

19 Ms. Nichols: Yes, sir. I do.

20 C R O S S - E X A M I N A T I O N

21 By Ms. Nichols:

22 Q Ms. Holsapple, does a -- anyone by the
23 name of P as the first name or first initial, the
24 initial of the first name and Miles work for
25 Florence County Treasurer?

1 A Yes.

2 Q Does this person still with for
3 Florence County?

4 A No.

5 Q They don't. Okay. Was P. Miles
6 working with Florence County in the year 2015?

7 A I believe so.

8 Q Did -- is this a female or a male, so
9 I know how to address him as Mister or Misses.

10 A Female.

11 Q Female. Did Ms. Miles ever indicate
12 if she had received any telephone correspondence
13 from the U.S. Attorney's Office regarding
14 forfeiture on --

15 A Yes.

16 Q -- this property?

17 A Back in -- prior to the 2015 tax sale.

18 Mr. McEachin: Your Honor, I -- I -- I
19 object as to the relevance of the U.S -- the
20 federal government has waived any interest in this
21 property in regards to the tax sale.

22 Mr. Blake: And Your Honor, I would
23 join him in that objection. Of course, that's
24 part of the agreement we reached with the federal
25 government was they were -- they were waive any

1 objection to the tax sale. Of course, this party
2 is trying to delve back into that despite the fact
3 according to the agreement with the
4 U.S. Attorney's Office.

5 The Court: Ms. Nichols, would you ask
6 the question again?

7 Ms. Nichols: Yes, Your Honor. We do
8 feel that it's relevant because it is our
9 contention and our belief that at the time the tax
10 sale occurred, this property was under federal
11 forfeiture for some actions undertaken by several
12 defendants, in which this property was part of the
13 -- the issues the federal government was raising
14 and then filed an indictment back in 2011.

15 Our contention and the reason why we
16 feel it's relevant is if the County knew it was
17 under federal forfeiture, it should have never
18 gone up for sale. Because part of the procedures
19 in the federal forfeiture is that any third-party
20 interest that they can ascertain is sent out
21 notice. We have indications from the -- the
22 federal government through an email through one of
23 the U.S. Marshal's as well that the County had
24 been put on notice and had been served with the
25 forfeiture proceedings and it outlines forfeiture

1 proceedings. No claim was filed, so the -- the
2 property stayed and was not litigated as to the
3 County's interest in the property.

4 It has only been recent that the
5 federal government -- and that was back in
6 February of this year, released the -- this
7 property from their forfeiture. So to say it's
8 not relevant, I -- I think it's very relevant
9 because at the time of the tax sale, it was under
10 a federal forfeiture. And I can pull up the
11 federal forfeiture laws where it said that, you
12 know, no third-party -- I'm trying to find the
13 exact law for you. But basically, no third-party
14 interest can be adjudicated until they file a
15 claim. And that's why we feel it's relevant.
16 That if the County was aware of the forfeiture
17 going into the tax sale and they were asked to
18 cease and desist from the tax sale, it was still
19 put up for tax sale from 2015 taxes and 2016.

20 Mr. McEachin: Your Honor, may I
21 respond?

22 The Court: Go ahead.

23 Mr. McEachin: If that what
24 Ms. Nichols says is correct. There was an
25 indictment filed in 2011 involving Mr. Patel --

1 Mr. Anjay Patel. And Your Honor, under -- I
2 don't remember that code section. Under the 21
3 U.S.C. section 853, the United States of America
4 will own the property until the forfeiture is
5 filed. That's a right of the copy interest of the
6 United States of America to assert. And the
7 United States of America has waived that property
8 interest. So it's our position that Mr. Patel or
9 the Patel Trust cannot now step in the shoes of
10 the United States. It's not the Patel Trust
11 interest that's protected by 21 U.S.C. 853. It's
12 the United States. And as far as any -- any other
13 propriety of the tax sale, it -- it's our
14 contention that was it proper under the statute
15 and there's not a -- an ability of the Patel Trust
16 to step into the shoes of the United States.

17 The Court: Was a forfeiture -- was a
18 forfeiture against Mr. Patel individually or was
19 it against the Corner Store, L.L.C.? I believe it
20 is or whatever --

21 Mr. McEachin: Well, the indictment --
22 indictment was against Anjay Patel and others.
23 But in the forfeiture notice it lists assets owned
24 by Corner Store, L.L.C. That's not in the -- it's
25 not in the caption of the indictment, but it is in

1 the body of the indictment. In the forfeiture
2 portion of the indictment.

3 Ms. Nichols: Your Honor, if I may,
4 the forfeiture portion of the indictment also
5 specifically lists this specific property, the
6 Cashua address.

7 Mr. McEachin: It does. I -- I don't
8 dispute that.

9 The Court: Proceed on a bit and I'll
10 sort it out. This is a court of equity and I'll
11 sort it out.

12 Ms. Nichols: Okay.

13 Mr. McEachin: Okay.

14 By Ms. Nichols:

15 Q I can't remember what question I asked
16 now. I believe I asked if Ms. Miles had ever
17 communicated to the county treasurer that she had
18 received notice of the forfeiture either by way of
19 telephone or email prior to the tax sale of the
20 2015 taxes? I think that's what I asked.

21 A Prior to the 2015 tax sale, Ms. Miles
22 spoke with the treasurer at that time and just
23 said she had received a call that it was involved
24 in some type of federal jurisdiction and was under
25 litigation. At that time, that was prior to the

1 '15 tax sale. The Treasurer, Mr. Fowler,
2 instructed us not to take it to the '15 tax sale.
3 So we did not include it in the 2015 tax sale for
4 -- for delinquent '14 taxes.

5 Q But you did put it up for the 2016 tax
6 sale?

7 A We did. And once a title -- our title
8 abstractor -- I had several people to -- that I
9 asked to check the -- for any liens, for any --
10 for this federal lien because I had a note in the
11 system that there was one and no one was able to
12 find it.

13 Q Do you know that -- do you have
14 anything in the record that ever shows where the
15 actual forfeiture -- it's a packet usually about
16 that thick, was received by the -- the county
17 treasurer?

18 A No.

19 Q Is there an individual by the name of
20 J. Wilson that works for Florence County at the
21 receptions or front desk at 181 North Irby Street?
22 This would have been back in 2013.

23 A I have no idea.

24 Q You have no idea. Okay. I believe in
25 some of your testimony with Mr. Blake, you -- you

1 indicated that the U.S. Attorney's Office also got
2 involved after the sale, but was that before the
3 deed was issued, the tax --

4 A Yes.

5 Q -- deed? It was --

6 A I --

7 Q -- before the tax deed was issued?

8 A No. I -- I don't know. I --

9 Q Okay.

10 A It appears as if it was after the deed
11 was issued.

12 Q Does the County keep records of who --
13 The Court: Excuse -- excuse me a
14 minute. After two -- 2015 is when you got what?

15 The Witness: That I was --
16 Mr. McEachin was notified by the U.S. Attorney, it
17 was after the deed was issued.

18 The Court: Okay. Proceed.

19 Ms. Nichols: Give me one minute, Your
20 Honor.

21 By Ms. Nichols:

22 Q Ms. Holsapple, the -- one of the --
23 the exhibits -- and I'm sorry, I didn't write the
24 numbers down, but in the -- in the notice of levy
25 that was introduced, it indicates that the tax

1 sale is held on November the -- or October the
2 3rd, I believe. Is that correct?

3 A Yes.

4 Q In that notice, it indicates that the
5 taxes must be -- and I'm going to read straight
6 from it. It said, if these tax assessment
7 penalties and costs are not paid before
8 10/03/2016, the property must be duly advertised
9 and sold for delinquent property taxes,
10 assessment, penalties and costs. Does the
11 defaulting tax payer have -- do they have to pay
12 it before 10/03 or do they have until the day of
13 sale on 10/03 they pay the taxes?

14 A Before 10/03.

15 Q Would the County accept the payment on
16 the day of sale?

17 A No.

18 The Court: And I believe that is
19 standard practice.

20 The Witness: Yes, sir. In our
21 county, at least.

22 By Ms. Nichols:

23 Q Does the County keep any records about
24 how the tax payments get made prior to any
25 delinquency, like who the check is from, who

1 brings it in, who the receipt is issued to?

2 A No.

3 Q Do you have any --

4 A The only way we could find -- is if --
5 if it was paid by a check, we could get a copy of
6 the check from the bank. We would have to request
7 it, but it's not something we keep.

8 Q So you don't keep copies of the checks
9 or who the -- who brought the check in, you
10 don't --

11 A On a regular payment, no.

12 Q No, if they brought it into the off---
13 if they brought it into the treasurer's office to
14 pay?

15 A No.

16 Q Okay. Are the receipts issued in the
17 name of the defaulting tax payer?

18 A Yes.

19 Q Or this -- and if someone else pays
20 it, is the receipt still issued in the name of the
21 defaulting tax payer or the person that brought
22 the receipt in?

23 A The defaulting tax payer.

24 Q Okay. And as part of the tax sale
25 process, do you undertake or do you have a title

1 search undertaken in the process of the tax sale
2 process at some point to ascertain who has an
3 interest in the property?

4 A After -- after the tax sale and prior
5 to the end of the redemption period, we have a
6 title abstractor that does title work for us.

7 Q And did that abstractor indicate any
8 other interest other than the Corner Store in
9 this --

10 A No.

11 Q -- in this search? Ms. Holsapple,
12 were you ever made aware of an assignment of rents
13 and leases that was filed with the county?

14 A Yesterday.

15 Q I'm sorry. What was that?

16 A Yesterday.

17 Q Yesterday. All right. So that was
18 not revealed in the title search?

19 A No.

20 Q I get a little messy when I'm flipping
21 through papers. Ms. Holsapple, I've -- I've shown
22 the other attorneys and they've seen this. And
23 I'm going to show it to you just to see if you've
24 ever seen this document before. And this document
25 we obtained through the -- the clerk of court's

1 office when we -- when we ran a search for -- on
2 Corner Store and then also just cross referencing
3 with the Patel's.

4 A Mr. Malloy showed it to me yesterday.

5 Q Yesterday. But this document did not
6 show up in your title search?

7 A No.

8 Q Do you see where there is a recording
9 stamp from the clerk of court on this document?

10 A Yes.

11 Q What's the date of that recording
12 stamp?

13 A Well, it was recorded February 23rd,
14 2012 and rerecorded on April 2nd, 2012.

15 Q And then who is the assignor in that
16 document?

17 A Corner Store, Inc.

18 Q Okay. And who is the assignee?

19 A Nilesh Patel, Trustee of Anjay
20 R. Patel.

21 Q And is there a property description
22 that covers the property of this assignment?

23 A Yes.

24 Q All right. Is that the property that
25 is the subject of --

1 A Yes.

2 Q -- that tax sale?

3 A All right.

4 Ms. Nichols: Do you have any problems
5 with this coming in as an exhibit?

6 Mr. McEachin: I'm sorry?

7 Ms. Nichols: Do you have any problems
8 with this coming in an exhibit --

9 Mr. McEachin: The --

10 Ms. Nichols: This --

11 Mr. McEachin: -- assignment? No.

12 Mr. Blake: None from me.

13 Ms. Nichols: Your Honor, I'd like to
14 introduce this assignment of rents and leases.

15 It's stamped --

16 Court Reporter: Do you want to mark
17 this as 1?

18 Ms. Nichols: That'll be fine.

19 (Defendant's exhibit number 1
20 marked for identification.)

21 Ms. Nichols: May I have my copy of
22 that?

23 The Witness: Yeah. Absolutely.

24 Ms. Nichols: Thank you.

25 By Ms. Nichols:

1 Q I'm going to give you a copy of an
2 email. And we're going to look at the second page
3 first just to see if you've ever seen a copy of
4 that email.

5 A I -- I have a copy in my file.

6 Q Okay.

7 A But I do not know when it was given.

8 Q Okay. But at that time, we had
9 established earlier that Ms. Miles was, in fact,
10 an employee of Florence County within the
11 treasurer's department.

12 A Yes.

13 Q Okay. And that is the correct email
14 address at that time? It may have changed.

15 A Yes.

16 The Court: Could you identify what
17 the email is?

18 Ms. Nichols: Yes, sir. This is an
19 email. The first page is an email of some
20 correspondence between a Lisa Maguire, Ms. Sonya
21 Adams -- who Ms. Adams is a -- is with the United
22 States Marshal Service. And she's actually here
23 today as a witness to be able to authenticate
24 this. And the second page of the email is once
25 again, where Ms. Adams was copied on it and it's

1 between Lisa Maguire and P. Miles of
2 florencecounty.org. And it just discusses about a
3 conversation of this date and it is dated November
4 the 2nd, 2015, that Florence County will desist
5 tax sale activities as it relates to the following
6 property. And it lists 905 Cashua Drive,
7 Florence, South Carolina 29501 and indicates the
8 tax map number. And that email is dated November
9 the 2nd, 2015.

10 The Court: Fifteen?

11 Ms. Nichols: 2015. Yes, sir. The
12 email goes on to reflect --

13 Mr. McEachin: I -- I -- and I'm not
14 sure if you'll introduce this document. I -- I
15 still maintain the same objection as to the
16 relevance of the emails.

17 The Court: I understand. And I'll --
18 I'll overrule it.

19 Ms. Nichols: The email goes on, I
20 understand -- it is understood that this property
21 has been forfeited to the United States per
22 preliminary order of forfeiture, which is subject
23 only to valid third-party claims. And it says, as
24 the third-party claims are actively being
25 litigated, this property remains under the

1 jurisdiction of the U.S. District Court. A notice
2 of forfeiture and preliminary order of forfeiture
3 was previously transmitted to the Florence County
4 Treasurer's Office via Fed Ex on November 6 --
5 26th of 2013.

6 The Court: You want to offer that as
7 an --

8 Ms. Nichols: Yes, sir --

9 The Court: -- exhibit?

10 Ms. Nichols: -- I would. Any
11 objections?

12 Mr. McEachin: Yeah, I do object.
13 I've already -- I've already put my objection on
14 the record, I think. My objection is for
15 relevance, Your Honor. It's dealing with the
16 United States of America's position, not Patel
17 Trust position.

18 Mr. Blake: And again, we -- we join
19 in that objection. We -- we resolved it, the
20 United States of America, Your Honor.

21 The Court: I think it's been
22 resolved, but for -- for the time being, I'm going
23 to admit it. I'll sort it out.

24 Ms. Nichols: The email is our exhibit
25 number 2.

1 (Defendant's exhibit number 2
2 marked for identification.)

3 By Ms. Nichols:

4 Q Ms. Holsapple, in -- in regards to the
5 redemption notices, I believe you indicated that
6 there were three that were sent out. The first
7 one, I believe, was indicated it was sent to the
8 Corner Store, Inc. at an address of Overbrook --
9 Overbrook Drive, Suite 7B in Gaffney. Is that
10 correct?

11 A Yes.

12 Q And that was the address that the
13 County ascertained was the best address available
14 for the Corner Store. Correct?

15 A Yes, it is.

16 Q And that was unclaimed. Correct?

17 A Yes.

18 Q On the second notice, which was sent
19 to a Nathan Ramsey at 161 Easy Street. Was
20 Mr. Ramsey an -- an owner of record, a grantee or
21 mortgagee or lessee under the property?

22 A No, not that I'm aware. He was a --
23 the agent that I -- we found with South Carolina
24 -- South Carolina Secretary of State.

25 Q And this notice did not indicate other

1 than just who their reference was, it didn't -- it
2 wasn't -- this letter was not addressed to the
3 owner of record. Correct? The mortgagee or the
4 lessee.

5 A No.

6 Q And the third notice was sent to a
7 Nathan Ramsey at Lois Drive. Let me go back.
8 That second notice, it was unclaimed as well.
9 Correct?

10 A Right.

11 Q And then on the third notice, that --
12 that notice was issued to Nathan Ramsey. Correct?
13 That Lois Drive.

14 A Yes.

15 The Court: Excuse --

16 By Ms. Nichols:

17 Q Was there a notice claimed?

18 The Court: Excuse me a minute. Do I
19 recall though your prior testimony was that you
20 discovered Mr. Ramsey's name through a search at
21 the secretary of state's office and -- and found
22 that he was an agent for service?

23 The Witness: Yes, sir.

24 The Court: Thank you.

25 By Ms. Nichols:

1 Q And was this third notice received,
2 the one that was to Lois Drive? Let me clarify
3 that.

4 A Yes. It was claimed by a Jane Ramsey.

5 Q And was that sent certified mail,
6 restricted delivery?

7 A Yes.

8 Q Ms. Holsapple, in regard to the tax
9 sale that happened in 2016, if the twenty -- the
10 tax sale for 2015, you were going to hold that
11 off, when would that tax sale in 2015 have been?

12 A October.

13 Q Did any of the notices regarding the
14 delinquency of the 2014 taxes go out?

15 A Yes.

16 Q Why if the property was under
17 forfeiture and the County had -- the County was
18 aware of it, why did the twenty---

19 A Well, actually, we weren't -- we were
20 only told that. We did not have any
21 documentation.

22 Q Why did the twenty--- the tax sale in
23 2016 go through if --

24 A Because we still had no documentation
25 that we knew of that would support the phone call

1 that we got. And prior to issuing a deed, I had
2 several -- our outside attorney, our title
3 abstractor, Mr. Blake -- several people try to do
4 a title search and nothing was found to my
5 knowledge that was -- that was brought to my
6 attention.

7 Q And talking about the tax deed, before
8 it's issued there's that not--- that redemption
9 period in that notice of redemption. I want to go
10 back to that for a second. Who do you typically
11 send those notices of redemption to?

12 A Basically, we send to whoever we can
13 find that might have an interest in the property
14 or -- or is -- excuse me. Or from the information
15 given to us by our title abstractor.

16 Ms. Nichols: I don't have any further
17 questions, Your Honor.

18 The Court: Mr. Blake or Mr. McEachin?

19 Mr. McEachin: I -- I --

20 C R O S S - E X A M I N A T I O N

21 By Mr. McEachin:

22 Q Ms. Holsapple, the -- prior to the end
23 of the redemption period, you would send a notice
24 that the property -- the deed is going to be
25 executed to the owner even when the owner may have

1 sold the property to -- in error -- the mortgagee
2 or a lessee and that's what's required by statute.
3 Isn't that correct?

4 A Yes, sir.

5 Q And is that what you did?

6 A Yes, sir.

7 Q All right.

8 Mr. McEachin: That's all I have.

9 Mr. Blake: And I have nothing
10 further.

11 The Court: Okay. You may come down.

12 Mr. McEachin: Your Honor, may she be
13 excused?

14 The Court: Any objection?

15 Ms. Nichols: Oh, no, sir.

16 The Court: You're excused. But since
17 she's just across the street, if you need
18 anything, she can always be called back.

19 Mr. Blake: And Your Honor, that's the
20 plaintiff's case on the quiet title action.

21 Actually, Your Honor, I do have an affidavit, just
22 of the Guardian ad Litem Nisi, Michelle Sturkie
23 who is a local attorney, was published as the
24 guardian ad litem. She did prepare an affidavit
25 and came, but she's not received any type of

1 response or communication. And I -- I advised the
2 attorney that Michelle got called for trial today
3 and couldn't come, but she did prepare an
4 affidavit. And Your Honor, I guess that'll be --
5 the affidavit of the Guardian ad Litem Nisi,
6 Michelle Sturkie indicating that she did not
7 receive any John Doe or Ms. Doe response would be
8 exhibit 6.

9 (Plaintiff's exhibit number 6
10 marked for identification.)

11 The Court: And that's your case?

12 Mr. Blake: Yes, sir, Your Honor,
13 that's my case.

14 The Court: Mr. McEachin?

15 Mr. McEachin: None. I don't have
16 anything further, Your Honor.

17 The Court: Ms. Nichols?

18 Ms. Nichols: Yes, sir. Your Honor,
19 I'd like to call Ms. Sonya Adams.

20 The Court: Okay. Tell you what,
21 we've been here for a while. Before we start in a
22 different tact, how about let's take about a 10
23 minute break.

24 (Whereupon, a break was taken
25 from the proceedings.)

1 The Court: Let's go back a moment.

2 Mr. McEachin, you didn't think -- as I recall, any
3 of the testimony concerning the government --

4 Mr. McEachin: I'm sorry, Your Honor?

5 The Court: I didn't under--- did I --
6 I -- I'm trying to recall exactly your motion
7 concerning admitting anything about the
8 forfeiture.

9 Mr. McEachin: Yes, sir.

10 The Court: Renew your -- your motion.

11 Mr. McEachin: I'm sorry, Your Honor?

12 The Court: If -- if you would, renew
13 -- renew --

14 Mr. McEachin: Your Honor -- Your
15 Honor, the --

16 The Court: -- it so I can make sure
17 I've got it clear in my mind what's bothering you.

18 Mr. McEachin: Your Honor, the federal
19 -- the United States Code, the statute that gives
20 the right of the United States Government to
21 forfeit property in certain criminal actions. The
22 21 U.S.C. section 853, it gives the -- the United
23 States a property right if there's an indictment
24 of an individual and in that indictment the
25 allegations in the indictment are rightfully

1 forfeit assets of that individual related to the
2 criminal enterprise. Now, I don't dispute that
3 that happened in this case. But that's a property
4 right given to the United States under the statute
5 I -- I cited. That's -- that's not an interest or
6 a right that the Patel Trust can assert in the
7 place of the United States.

8 Now, if the United States has waived
9 it's right of forfeiture, then there is -- there's
10 no ability of the United States now to come and
11 set aside the tax sale. And there -- there's
12 several cases where -- one in South Carolina.
13 Judge Anderson wrote the opinion where we set
14 forth the -- the stat--- the federal statute and
15 the fact that once that indictment is filed, even
16 if you don't file a lis pendens, the United States
17 can come in and stop the tax sale. But that's the
18 United States, Your Honor. It's not Mr. Patel --
19 or not the trust. That's -- that's my -- my
20 argument.

21 The Court: Okay. All right. You
22 want to proceed now, Ms. Nichols?

23 Ms. Nichols: Your Honor, I have
24 actually a copy of that 21 -- that Title 21-853 if
25 you'd like to see it that he referenced in there.

1 But my -- my next witness is -- is Ms. Sonya
2 Adams, Your Honor.

3 The Court: You may call her.

4 Ms. Nichols: Ms. Sonya.

5 The Court: The Court: Ms. Adams, if
6 you would raise -- thank you. The evidence you
7 should give will the truth, the whole truth and
8 nothing but the truth, so help you God?

9 Ms. Adams: Yes, sir.

10 The Court: Thank you, ma'am. Please,
11 have a seat.

12 D I R E C T E X A M I N A T I O N

13 By Ms. Nichols:

14 Q Ms. Adams, will you state your name
15 for the record?

16 A Sonya Adams.

17 Q Ms. Adams, who are you employed by?

18 A The United States Marshal Service.

19 Q And what is your job title within the
20 United States Marshal Service?

21 A District asset forfeiture coordinator.

22 Mr. McEachin: I -- I -- just for the
23 record, I would object to the testimony of this
24 witness if she's being offered to testify
25 concerning the forfeiture proceedings of the

1 United States.

2 Mr. Blake: And I join in that
3 objection, Your Honor.

4 Ms. Nichols: Your Honor, the witness
5 is not called for that -- that reason. She is
6 here to authenticate emails only that are in
7 relation to the forfeiture, which we do feel is --
8 is relevant at this point.

9 Mr. Blake: Your Honor -- and I think
10 those emails were put in already.

11 Ms. Nichols: I just wanted to --

12 Mr. Blake: And --

13 Ms. Nichols: -- get her to
14 authenticate them. That's all.

15 The Court: The cat is out of the bag.
16 Proceed.

17 By Ms. Nichols:

18 Q Ms. Adams, I've introduced this copy
19 of an email in as -- as our defendant's exhibit
20 number 2. We'll start with the second page, if
21 you don't mind. Have you ever seen that email
22 before?

23 A Yes.

24 Q And is that an email from Lisa Maguire
25 with the department -- for the U.S. Attorney's

1 Office to a pmiles@florecenco.org with you copied
2 on it?

3 A Yes.

4 Q And is that -- that email just does,
5 in fact, indicate that Ms. Maguire had a
6 conversation with Ms. Miles on or about November
7 the 2nd regarding desisting tax sale activities?

8 A Yes.

9 Q Okay. And that email also indicates
10 that a notice of preliminary or a forfeiture and
11 preliminary order of forfeiture were previously
12 transferred -- transferred to the county
13 treasurer's office on November 26th, 2013. Is
14 that correct?

15 A Yes.

16 Q And it references 905 Cashua Drive,
17 Florence?

18 A Yes.

19 Q All right. And did you ever follow up
20 with Ms. Miles after that date?

21 A Yes.

22 Q Okay. And did you ever hear back from
23 Ms. Miles?

24 A No.

25 Q All right.

1 whole truth and nothing but the truth so help you
2 God?

3 Mr. Patel: Yes.

4 The Court: Thank you. Because you're
5 wearing a mask, would you pull that little
6 microphone over closer to you?

7 The Witness: Yes, sir.

8 The Court: Thank you. And if you'll
9 try to talk into that, so that I can hear you and
10 the attorneys can hear you and the reporter can
11 hear you.

12 The Witness: Okay.

13 The Court: Thank you.

14 Ms. Nichols: Your Honor, if Mr. Patel
15 is comfortable, can he take the mask off?

16 The Court: It's fine if he's
17 comfortable with it. Thank you.

18 D I R E C T E X A M I N A T I O N

19 By Ms. Nichols:

20 Q Mr. Patel, would you state your name
21 for the record?

22 A Nilesch Patel.

23 Q All right. And -- and where do you
24 live at, Mr. Patel?

25 A 301 Matlock Commons, Spartanburg.

1 Q Okay. Mr. Patel, in what capacity do
2 you serve under the Anjay Patel Trust, what we've
3 also called the Patel Trust today?

4 A 2012, I think.

5 Q I'm sorry, what?

6 A 2012.

7 Mr. McEachin: Your Honor, could he
8 speak --

9 The Court: If you could speak --

10 Mr. McEachin: -- into the microphone.

11 I cannot hear him.

12 By Ms. Nichols:

13 Q What capacity do you serve as the --
14 as the -- for the trust? What is your role with
15 it?

16 A I didn't get it.

17 Q Okay.

18 A I didn't understand that.

19 Q On the Patel Trust that we've talked
20 about a few times today --

21 A Uh-huh.

22 Q -- what is your role within that
23 trust?

24 A I'm the trustee.

25 Q You are the trustee. All right. I'm

1 -- I'm going to hand up a document. I've allowed
2 Mister -- I've given a copy to Mr. McEachin and --
3 and Mr. Blake. And this has been filed with the
4 -- the -- the County office here. Okay. Can you
5 identify that document for the Court?

6 A It's a --

7 Q Yes, sir. Can you identify that
8 document?

9 A It's a --

10 Q Can you tell the Court what that is?

11 A This is trustee's things.

12 Court Reporter: I'm sorry, sir. Can
13 you speak up for me?

14 The Witness: Trustee -- trustee
15 things.

16 By Ms. Nichols:

17 Q And does that name you as the
18 successor or substitute trustee of the Anjay Patel
19 Trust?

20 A Yes, ma'am.

21 Q All right. And on that second page,
22 there is some recording information up there. Can
23 you tell us what date that was filed? It -- it
24 would also be on this front page if that's a
25 little bit easier to see as well.

1 A 2009.

2 Q Okay. And was that -- where was that
3 filed at? Can you -- can you read the stamp
4 information?

5 A In Spartanburg County.

6 Q The recording information. Actually,
7 it'll be on that first page, Mr. Patel.

8 A Oh.

9 Q The very first page. I'm sorry. Can
10 you -- can you tell us where it was filed at?

11 A Florence County.

12 Q Okay. And what date was it -- it
13 filed?

14 A 10/2009.

15 Q Okay.

16 The Court: I'm sorry. I didn't
17 understand.

18 The Witness: 10/2009.

19 Ms. Nichols: Any objection to that
20 being --

21 Mr. McEachin: Say again.

22 Ms. Nichols: Any objection to that
23 being our exhibit?

24 Mr. McEachin: No. No, you have
25 authenticated --

1 Ms. Nichols: The -- the --

2 Mr. McEachin: -- the trust document.

3 No.

4 Mr. Blake: No objection.

5 The Court: Ms. Nichols, I'm sorry, I
6 still didn't understand when it was filed, the
7 date.

8 Ms. Nichols: Your Honor, it says
9 receipted 10/20/2009 --

10 The Court: Thank you.

11 Ms. Nichols: -- with the Florence
12 County Clerk of Court. That will be exhibit 3, I
13 believe.

14 (Defendant's exhibit number 3
15 marked for identification.)

16 By Ms. Nichols:

17 Q Mr. Patel, previously, I had
18 introduced into evidence as an -- as an exhibit
19 rather, a assignment of rents and leases. Have
20 you ever seen this document before?

21 A Yes, ma'am.

22 Q What property does that assignment of
23 rents and leases encompass or what property does
24 it relate to?

25 A It's Delmae.

1 Q I'm sorry. What was that?

2 A Delmae in Florence.

3 Q I -- I -- could you tell one more time
4 right through to the microphone. I couldn't hear
5 that.

6 A Delmae in Florence.

7 Q Okay. And who assigned that -- who
8 assigned these rents and leases over?

9 A Mr. Ramsey.

10 Q And in what capacity is -- was
11 Mr. Ramsey signing this document as?

12 A Because he had no money to pay for the
13 taxes.

14 Mr. McEachin: Your Honor, I couldn't
15 understand. Will you --

16 The Court: Mr. Patel, excuse me.
17 You're going to have to pull that microphone a
18 little closer, so it picks -- you are a very soft
19 spoken person. I can tell that.

20 The Witness: Uh-huh.

21 The Court: But --

22 The Witness: Sorry.

23 The Court: I've got to hear it and
24 these attorneys have to hear it. So if you'll try
25 speaking right into it.

1 The Witness: Okay.

2 By Ms. Nichols:

3 Q Who was the assignor of this document?

4 A Well, Mr. Ramsey signed it over to me.

5 Q Okay. And Mr. Ramsey, did he sign it
6 as an individual or in -- in some capacity for an
7 entity?

8 A I'll look at it.

9 Q Okay. If you look on that -- that
10 third page it says assignor. Tell me who it says
11 the assignor is. It'll be page one. It'll be
12 this page. Who is the assignor up here?

13 A This is -- is this the -- on this?

14 Q Yes, sir. Then --

15 Mr. McEachin: Jennifer, which
16 document was he looking at? This one?

17 Ms. Nichols: This. The very first
18 one. This is the assignment of rents and leases.
19 I'll give you mine. I know it. I'll give you
20 mine. I know it. Yeah, I had entered it
21 previously.

22 By Ms. Nichols:

23 Q So Mr. Ramsey assigned that -- okay.

24 Mr. Ramsey assigned that document to you as
25 trustee --

1 A Yes.

2 Q -- for the Patel Trust?

3 A Yes, ma'am.

4 Q And I believe if you look on page
5 three at the bottom, the very first one because --
6 did he sign that as the president of the Corner
7 Store, Inc.?

8 A Yes, ma'am.

9 Q Okay. And what was your understanding
10 of this document? What did it -- what did it do
11 for you as the trustee?

12 A I didn't get it.

13 Q Okay.

14 Ms. Nichols: Your Honor, we have a
15 translator today. Do you mind if we use them in
16 case there is some issues with maybe how he's
17 understanding how we're phrasing the question?

18 The Court: Any --

19 Mr. Blake: I don't -- I don't have
20 any objection to the translator.

21 The Court: Any objection?

22 Mr. McEachin: I -- I -- I'd like to
23 voir dire the trans-- proposed translator before
24 we do that, Your Honor.

25 The Court: I think so.

1 Ms. Nichols: Okay.

2 The Court: Ms. Nichols:

3 Ms. Nichols: Yes, sir.

4 The Court: Could you and the other
5 two attorneys approach the bench?

6 (Off-the-record discussion.)

7 By Ms. Nichols:

8 Q Mr. Patel, did you ever pay any of the
9 property taxes on the property located at Cashua
10 Drive?

11 A Yes, ma'am.

12 Q What years did you pay for those
13 property taxes?

14 A 2012, '13, and '14.

15 Q Okay. And how did you pay for those
16 taxes? Did you tender a check?

17 A Yeah.

18 Q All right. Were those checks issued
19 -- did the -- I guess the -- the owner of the
20 check, was it issued under the name of the trust?

21 A Yes.

22 Q Okay. And you said you paid those for
23 2011, '12 and '13?

24 A Uh-huh.

25 Q All right. Did you take those

1 payments into the county office for payment?

2 A Yes, ma'am.

3 Q You hand delivered them?

4 A Yeah.

5 Q And you never -- did you ever receive
6 the receipt that you recall?

7 A I did, but I -- I don't know where it
8 is now.

9 Q All right. Were you ever notified
10 that these taxes had become delinquent? That the
11 taxes hadn't been paid.

12 A Well, as soon as Ms. Adams told me not
13 to pay, I stopped paying.

14 Q Okay. Ms. Adams, is that the lady
15 that was just in the courtroom through the
16 marshal's office?

17 A Yes, ma'am.

18 Q All right. And she -- why did she
19 tell you not to pay the taxes?

20 A Because she was --

21 Mr. McEachin: Your Honor, I object as
22 being hearsay.

23 Ms. Nichols: Okay. All right. Give
24 me one moment, Your Honor. Let me try this a
25 different way.

1 By Ms. Nichols:

2 Q Mr. Patel, did you pay taxes because
3 you were instructed not to pay taxes?

4 Mr. McEachin: Your Honor, I -- I
5 object to that as a leading question.

6 By Ms. Nichols:

7 Q Mr. Patel, what is your understanding
8 of when a settlement agreement was reached with
9 the federal government regarding the forfeiture of
10 this property?

11 A 2015 -- 2015.

12 Q This -- I'm -- I'm asking about the
13 settlement of the property. Not -- not when the
14 property was sold or when it was seized, but
15 when --

16 A This year.

17 Q When -- of 2020?

18 A Yes.

19 Q You said this year?

20 A Yes.

21 Q Correct? Okay. All right. And at
22 that time, the federal government -- it's your
23 understanding in 2021, the federal government and
24 -- and the Patel Trust reached an agreement to
25 re--- release the property from the forfeiture?

1 A Yes, ma'am.

2 Q So it has been under forfeiture since
3 2011 when the indictment was first handed down?

4 A Right.

5 Q Correct?

6 Ms. Nichols: Your Honor, I don't have
7 anything further for Mr. Patel at this time.

8 The Court: Mr. Blake?

9 Mr. Blake: Your Honor, we'll yield to
10 the County at this point.

11 C R O S S - E X A M I N A T I O N

12 By Mr. McEachin:

13 Q Mr. Patel, Nathan Ramsey in 2012 was
14 the president of Corner Store, Inc. Is that
15 correct?

16 A Yes, sir. Yes, sir.

17 Q And he -- he was also the registered
18 agent?

19 A Yes. He's the president.

20 Q Beg your pardon?

21 A He's the president of Corner Store,
22 Inc.

23 Q Okay.

24 Mr. McEachin: May I have one moment,
25 Your Honor? That's all I have, Your Honor.

1 Ms. Nichols: Your Honor, I'd like to
2 re-direct one question to Mr. Patel, please.

3 The Court: Proceed.

4 R E D I R E C T E X A M I N A T I O N

5 By Ms. Nichols:

6 Q Mr. Patel, can you explain for the
7 Court what the relationship other than the
8 assignment of rents and leases is between the
9 Patel Trust and the Corner Store?

10 A He turned over -- he turned over to me
11 everything.

12 Q Can -- can you speak up just a little
13 bit for us?

14 A Yeah.

15 Q Okay.

16 A He turned over to me everything
17 because he didn't have money to pay for the taxes
18 and all.

19 Q Okay. When you say he turned over
20 everything --

21 A The trust.

22 Q -- can you explain that for us? Can
23 you explain what you mean by everything?

24 A I mean, the Delmae store.

25 Q Okay. So you said he didn't have

1 money for the taxes. What taxes specifically are
2 you referring to?

3 A For property taxes.

4 Q Okay. And -- okay. Did Mr. Ramsey
5 forward to you the tax bill each year?

6 A Yes, ma'am.

7 Q All right.

8 A The end of that, he -- he give up --
9 show me nothing.

10 Q I'm sorry. What was that?

11 A After '15, he -- he -- he never give
12 me nothing.

13 Q After '15 he didn't give you anything?

14 A Right.

15 Q All right. Did he ever explain why he
16 didn't give you anything?

17 Mr. McEachin: Your Honor, I object.

18 Mr. Blake: Your Honor --

19 Mr. McEachin: This is hearsay.

20 Ms. Nichols: Okay.

21 By Ms. Nichols:

22 Q Why do you believe he didn't give you
23 anything?

24 Mr. McEachin: Your Honor, that's
25 asking for -- guessing what somebody else might

1 have been thinking. I object to it as a
2 conjecture beyond this witness's personal
3 knowledge of what -- what Mr. Ramsey may or may
4 not have been --

5 Ms. Nichols: I'll withdraw.

6 Mr. McEachin: -- doing.

7 Ms. Nichols: I'll withdraw the
8 question. Nothing further, Your Honor for
9 Mr. Patel.

10 Mr. McEachin: I don't have any
11 questions.

12 Mr. Blake: Nothing further.

13 Ms. Nichols: You can step down.

14 The Court: Anything further?

15 Ms. Nichols: Your Honor, do you mind
16 for one moment?

17 The Court: Sure.

18 Ms. Nichols: I just want to -- I want
19 to ask Mr. Patel -- I think he's got to take some
20 medication, so I was going to see if it was okay
21 if we excuse him?

22 The Court: If he could be excused?

23 Ms. Nichols: Yes, sir.

24 The Court: Any objection?

25 Mr. McEachin: No objection.

1 Mr. Blake: No objection.

2 Ms. Nichols: He just needs to take
3 some medicine. I don't want him to be --

4 The Court: Yeah, without --
5 without --

6 Ms. Nichols: -- behind on that.

7 The Court: -- objection.

8 Court Reporter: I -- I have one spell
9 question before he leaves if that's all right.

10 The Court: Okay.

11 Court Reporter: The name of the
12 street you live on, sir, can you spell that for
13 me?

14 Ms. Nichols: The name of the street.
15 Will you write it down for me?

16 The Witness: Write it down?

17 Ms. Nichols: Yes, sir. All right. He
18 has written 301 Matchlock, M-A-T-C-H-L-O-C-K,
19 Commons, Spartanburg, South Carolina 29302.

20 Court Reporter: Thank you.

21 Ms. Nichols: He -- he -- he would
22 like to stay, Your Honor. I have no further
23 witnesses, Your Honor.

24 The Court: Okay. Anything further,
25 Mr. Blake?

1 Mr. Blake: No, sir. Nothing further,
2 Your Honor.

3 Mr. McEachin: No, sir.

4 The Court: All right. Any -- any
5 cases that would be appropriate for me to review
6 that you would like to submit, any of you?

7 Ms. Nichols: Your Honor, I would.
8 There is the case of Bruno -- and I can give you
9 my copy, but it's got my -- my notes on it. But
10 it's Bruno v. Hawkins. I think that's how it's
11 captioned. It's Hawkins versus Bruno Yacht Sales
12 353 S.C. 31. And it dealt -- this case deals with
13 tax sales and the artificial deadlines that could
14 be set by the notices. It specific---
15 specifically dealt with, you know, the County
16 setting a date for which taxes could be paid. And
17 -- and in that case, it said that, you know, the
18 statutes don't provide that the County set a date
19 other than the tax sales date after which the tax
20 payer can no longer pay for his delinquent taxes
21 before the County could begin advertising. That
22 would be the relevant case I have to submit, Your
23 Honor.

24 The Court: Do you have a copy you
25 could hand up?

1 clerk of court's office when our abstractors do a
2 search it says, we found this by accident and this
3 was never index in that and the grantee was
4 mis-indexed. They have the grantor or the grantee
5 mixed or they got the names completely wrong or
6 misspelled it. I -- I -- I understand it, Your
7 Honor. I really do. But it -- it was in the
8 county records as the assignment of the Corner
9 Store. The assignee was the Patel Trust. And
10 that assignment of rents and leases is a transfer
11 of some interest in the property.

12 The Court: Let me give this back to
13 you, please, ma'am. Thank you.

14 Ms. Nichols: Thank you.

15 The Court: Well, notwithstanding
16 that, the government, as I understand
17 Mr. McEachin's statement has waived any claim, any
18 right, any interest in this property.

19 Mr. McEachin: That's correct, Your
20 Honor.

21 Mr. Blake: Yes, sir, Your Honor.

22 Ms. Nichols: Your Honor, with my
23 understanding, that when the settlement agreement
24 was re--- reached back in February, that the
25 government agreed to release the property from the

Received 4/02/2012 11:35:32 AM

Book B 397 Page 1118

Deeds

CONNIE REEL-SHEARIN
FLORENCE COUNTY CLERK OF COURT
CITY-COUNTY COMPLEX, 180 N. IRBY ST., MSC-E
FLORENCE, SOUTH CAROLINA 29501
(843) 665-3031

RECEIVED FROM: LISTER FLYNN AND KELLY 56/39

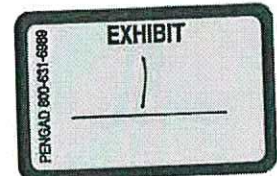
DATE: 040212 P.O. Box 2929
Spartanburg, SC 29304

RECEIPT NO: 354539-000000

DESCRIPTION

# OF INST.	AMOUNT	FEES	#PAGES	STATE	** FEE ** COUNTY	TOTAL
Deeds	.00	12.00	7	BOOK: B397 FROM PAGE: 1118 THRU PAGE: 1124		12.00

THIS SHEET IS NOW PART OF THIS DOCUMENT
===== PLEASE LEAVE ATTACHED =====



TOTAL RECEIPT: 12.00 .00 .00 12.00

TOTAL	CHECK	CASH	CHANGE
12.00	12.00	.00	.00

CR2 CLERKPAY 69 KIM WINBURN 113542

Received 2/23/2012 12:07:23 AM

Book B 392 Page 0235

Deeds

Re Record
2012 APR -2 AM 11:38

CONNIE REEL-SHEARIN
FLORENCE COUNTY CLERK OF COURT
CITY-COUNTY COMPLEX, 180 N. IRBY ST., MSC-E
FLORENCE, SOUTH CAROLINA 29501
(843) 665-3031

CONNIE REEL-SHEARIN
CCLCP & GS
FLORENCE COUNTY, SC

RECEIVED FROM: LISTER FLYNN AND KELLY 17427

DATE: 022312

RECEIPT NO: 353166-000000

DESCRIPTION

# OF INST.	AMOUNT	FEES	#PAGES	** FEE **		TOTAL
				STATE	COUNTY	
Deeds	.00	10.00	5	BOOK: B392 FROM PAGE: 235	THRU PAGE: 239	10.00

THIS SHEET IS NOW PART OF THIS DOCUMENT
===== PLEASE LEAVE ATTACHED =====

Re-Record to add property description.

TOTAL RECEIPT: 10.00 .00 .00 10.00

TOTAL	CHECK	CASH	CHANGE
10.00	10.00	.00	.00

CR2 CLERKPAY 69 KIM WINBURN 120723

B392-1118

1119

RECORDED
2012 APR -2 AM 11:38

COMPTON REEL-SHEARIN
DCCP & GS
FLORENCE COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

ASSIGNMENT OF RENTS AND LEASES

16th THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made this day of February, 2012, by and from Corner Store, Inc. ("Assignor"), to and for Nilesh Patel, Trustee of the Anjay R. Patel Irrevocable Trust dated December 18, 2000 ("Assignee").

Assignor is the sole owner of that certain real property located in the County of Florence, State of South Carolina described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property") subject to that certain Agreement dated as of October 16, 2009.

For good and valuable consideration, Assignor hereby assigns and transfers to Assignee: (a) the income, rents, receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property (collectively, the "rents, issues and profits") together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, including without limitation all leases listed on Exhibit "B" hereto, (individually "Lease" and collectively, the "Leases"), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations of any lessee (the "lessee") under each of the leases. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, at any time and from time to time, at the option of the Assignee to demand, receive and enforce payment of rent, to give receipts, releases and satisfactions, and to sue, in the name of Assignor or Assignee for all the rents, issues and profits and to apply the same to the indebtedness secured. The assignment of the rents, issues and profits in this Assignment is an absolute assignment from Assignor to Assignee and not merely the passing of a security interest.

THE ASSIGNOR WARRANTS to Assignee that the Assignor is the sole owner of its entire interest, as Lessor, in the Leases; that the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed in writing to Assignee; that no lessee named therein is in default under any of the terms, covenants or conditions thereof, that no rent reserved in any Lease has been assigned or anticipated, that no rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same became due under the terms of any Lease; that it has full right and title to assign the Leases and all rents, issues and profits thereunder; and no other assignment of any interest therein has been made.

THE ASSIGNOR COVENANTS AND AGREES with the Assignee to observe and perform all obligations imposed under the Leases; to give prompt notice to the

B312-0235

1
~~236~~
1120

Assignee of any notice of default under any Leases received or given by the Assignor together with a complete copy of any such notice; at the sole cost and expense of the Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; and not to do or permit to be done anything to impair the security thereof; not to pay or collect any of the rent, issues and profits arising or accruing under the Leases or from the Property in advance of the time when the same shall become due; not to execute any other assignment of interest in the Leases or assignment of rents arising or accruing from the Leases or from the Property not to subordinate any Lease to any other encumbrance, or permit, consent or agree to such subordination without Assignee's prior written consent; not to alter, modify or change the terms of any Lease or give any consent to exercise any option required or permitted by such terms without the prior written consent of Assignee or cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereafter; not to alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of the Assignee; not to consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of the Assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent leases upon all or any part of the premises described in such Leases or the Agreement, and to execute and deliver at the request of the Assignee all such further assurances and assignments of the Property as the Assignee shall from time to time require.

THIS ASSIGNMENT is made on the following additional terms covenants and conditions, and any further terms, covenants and conditions to which the parties may agree:

1. At any time and for any reason the Assignee shall have the right to collect and receive all rents, issues and profits arising under the Leases.

2. The Assignee shall not be liable for any loss sustained by the Assignor resulting from any act or omission of the Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of the Assignee.

3. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Agreement.

4. Assignor hereby assigns to Assignee any portion of an award payable by reason of condemnation action under the right of eminent domain, and directs that such award shall be paid directly to Assignee.

5. Any guaranty of payment and performance of any Lease shall not be released, modified, or limited in any manner without the prior written consent of the Assignee.

6. This Assignment is made, executed and delivered in the State of South Carolina and shall be governed by the laws of the State of South Carolina. Each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision hereof shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision of the remaining provisions of this Assignment.

7. In case of any conflict between the terms of this instrument and the terms of the Agreement, the terms of this Assignment shall control.

8. **WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT.**

IN WITNESS WHEREOF, the Assignor has hereunto set his hand under seal, or caused this Assignment to be executed by its duly authorized officer(s), this the day first above shown.

CORNER STORE, INC. d/b/a FALCON OIL

WITNESS:

Patricia D Ramsey
Witness

By: Matt J. Ramos
(SEAL)

Title: president

~~Patricia D Ramsey~~

Kathy A Baines
Witness
Notary Public
2-16-12

My Commission Expires
June 26, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE) (Effective January 1, 1995)

ACKNOWLEDGMENT

S. C. Code §30-5-30

(Effective January 1, 1995)

I, Kathy A. Baines, a Notary Public in and for the State of South Carolina, do hereby certify that Nathan L. Ramsey, President of Corner Store, Inc. d/b/a Falcon Oil personally appeared before this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this the 16th day of February, 2012.

AL)

Kathy A. Baines

(SE

Notary Public for S. C.

My commission expires: June 26, 2017

4

~~239~~

1123

EXHIBIT "A"
(Legal Description)

All those certain pieces, parcels or lots of land lying, being and situate in the County of Florence, State of South Carolina, School District No. 13 and designated on a plat or map of the place known as Hyde Park as Lots 1, 2, and 3, which said map or plat was made for George M. McCown in November, 1946 by W. B. Cummings, Surveyor, and which plat is recorded in the office of the Clerk of Court for Florence County in plat Book I at page 74. Reference is also made to a map made for Dimitri and Theodora Krasias by Nesbitt Surveying Co., Inc., dated June 12, 2002 and recorded in the above mentioned office in Plat book 79 at Page 229. Reference being had to said maps for a more complete and accurate description.

TMS # 9001303001

Received 2/23/2012 12:07:23 AM

Book B 392 Page 0235

Deeds

CONNIE REEL-SHEARIN
FLORENCE COUNTY CLERK OF COURT
CITY-COUNTY COMPLEX, 180 N. IRBY ST., MSC-E
FLORENCE, SOUTH CAROLINA 29501
(843) 665-3031

RECEIVED FROM: LISTER FLYNN AND KELLY 17427

DATE: 022312

RECEIPT NO: 353166-000000

DESCRIPTION

# OF INST.	AMOUNT	FEES	#PAGES	** FEE **		TOTAL
				STATE	COUNTY	
Deeds	.00	10.00	5	BOOK: B392	FROM PAGE: 235 THRU PAGE: 239	10.00

 THIS SHEET IS NOW PART OF THIS DOCUMENT
 ===== PLEASE LEAVE ATTACHED =====

TOTAL RECEIPT: 10.00 .00 .00 10.00

TOTAL	CHECK	CASH	CHANGE
10.00	10.00	.00	.00

CR2 CLERKPAY 69 KIM WINBURN 120723

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

2012 FEB 23 12:12
SHEARIN & STURM LLP & GS
COUNTY, SC

ASSIGNMENT OF RENTS AND LEASES

16th THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made this day of February, 2012, by and from Comer Store, Inc. ("Assignor"), to and for Nilesh Patel, Trustee of the Anjay R. Patel Irrevocable Trust dated December 18, 2000 ("Assignee").

Assignor is the sole owner of that certain real property located in the County of Florence, State of South Carolina described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property") subject to that certain Agreement dated as of October 16, 2009.

For good and valuable consideration, Assignor hereby assigns and transfers to Assignee: (a) the income, rents, receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property (collectively, the "rents, issues and profits") together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, including without limitation all leases listed on Exhibit "B" hereto, (individually "Lease" and collectively, the "Leases"), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations of any lessee (the "lessee") under each of the leases. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, at any time and from time to time, at the option of the Assignee to demand, receive and enforce payment of rent, to give receipts, releases and satisfactions, and to sue, in the name of Assignor or Assignee for all the rents, issues and profits and to apply the same to the indebtedness secured. The assignment of the rents, issues and profits in this Assignment is an absolute assignment from Assignor to Assignee and not merely the passing of a security interest.

THE ASSIGNOR WARRANTS to Assignee that the Assignor is the sole owner of its entire interest, as Lessor, in the Leases; that the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed in writing to Assignee; that no lessee named therein is in default under any of the terms, covenants or conditions thereof, that no rent reserved in any Lease has been assigned or anticipated, that no rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same became due under the terms of any Lease; that it has full right and title to assign the Leases and all rents, issues and profits thereunder; and no other assignment of any interest therein has been made.

THE ASSIGNOR COVENANTS AND AGREES with the Assignee to observe and perform all obligations imposed under the Leases; to give prompt notice to the

B32-0235

1
236

Assignee of any notice of default under any Leases received or given by the Assignor together with a complete copy of any such notice; at the sole cost and expense of the Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; and not to do or permit to be done anything to impair the security thereof; not to pay or collect any of the rent, issues and profits arising or accruing under the Leases or from the Property in advance of the time when the same shall become due; not to execute any other assignment of interest in the Leases or assignment of rents arising or accruing from the Leases or from the Property not to subordinate any Lease to any other encumbrance, or permit, consent or agree to such subordination without Assignee's prior written consent; not to alter, modify or change the terms of any Lease or give any consent to exercise any option required or permitted by such terms without the prior written consent of Assignee or cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereafter; not to alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of the Assignee; not to consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of the Assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent leases upon all or any part of the premises described in such Leases or the Agreement, and to execute and deliver at the request of the Assignee all such further assurances and assignments of the Property as the Assignee shall from time to time require.

THIS ASSIGNMENT is made on the following additional terms covenants and conditions, and any further terms, covenants and conditions to which the parties may agree:

1. At any time and for any reason the Assignee shall have the right to collect and receive all rents, issues and profits arising under the Leases.

2. The Assignee shall not be liable for any loss sustained by the Assignor resulting from any act or omission of the Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of the Assignee.

3. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Agreement.

4. Assignor hereby assigns to Assignee any portion of an award payable by reason of condemnation action under the right of eminent domain, and directs that such award shall be paid directly to Assignee.

5. Any guaranty of payment and performance of any Lease shall not be released, modified, or limited in any manner without the prior written consent of the Assignee.

6. This Assignment is made, executed and delivered in the State of South Carolina and shall be governed by the laws of the State of South Carolina. Each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision hereof shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision of the remaining provisions of this Assignment.

7. In case of any conflict between the terms of this instrument and the terms of the Agreement, the terms of this Assignment shall control.

8. WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the Assignor has hereunto set his hand under seal, or caused this Assignment to be executed by its duly authorized officer(s), this the day first above shown.

CORNER STORE, INC. d/b/a FALCON OIL

WITNESS:

Patricia D Ramsey
Witness

By: Mark J. Ramos
Title: President

~~Patricia D Ramsey~~

Kathy A Baines
Witness
Notary Public
2-16-12

My Commission Expires
June 26, 2017

Adams, Sonya (USMS)

From: McGuire, Lisa (USAVAW) <Lisa.McGuire@usdoj.gov>
Sent: Thursday, November 5, 2015 8:12 AM
To: Adams, Sonya (USMS)
Subject: RE: U.S. v. Anjay Patel, et al "Desist Tax Sale" 905 Cashua Drive, Florence, SC Tax Map# 90013-03-001

I haven't heard from Ms. Miles since I spoke to her on November 2nd, as set out in my E-mail below.

From: Adams, Sonya (USMS) [mailto:Sonya.Adams2@usdoj.gov]
Sent: Wednesday, November 04, 2015 5:23 PM
To: McGuire, Lisa (USAVAW)
Subject: RE: U.S. v. Anjay Patel, et al "Desist Tax Sale" 905 Cashua Drive, Florence, SC Tax Map# 90013-03-001

Lisa have you heard anything from Ms. Miles in reference to the below message. I am on the phone with Ms. Alpa Patel now.

From: McGuire, Lisa (USAVAW) [mailto:Lisa.McGuire@usdoj.gov]
Sent: Monday, November 02, 2015 4:03 PM
To: pmiles@florenceco.org
Cc: Adams, Sonya (USMS)
Subject: U.S. v. Anjay Patel, et al "Desist Tax Sale" 905 Cashua Drive, Florence, SC Tax Map# 90013-03-001

Ms. Miles,

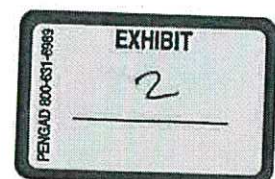
Per our conversation this date you confirmed that Florence County will desist tax sale activities as it relates to the following property:

905 Cashua Drive, Florence, SC 29501 – Map/Block/Parcel No. 90013-03-001

It is understood that this property has been forfeited to the United States per a Preliminary Order of Forfeiture, which is subject only to any valid 3rd party claims. As 3rd party claims are actively being litigated this property remains under the jurisdiction of the U.S. District Court. A Notice of Forfeiture and the Preliminary Order of Forfeiture were previously transmitted to the Florence County Treasurer's Office via Fed-Ex on November 26, 2013.

Your cooperation is greatly appreciated.

Lisa L. McGuire
Asset Forfeiture Paralegal Specialist
U.S. Attorney's Office
Western District of Virginia
BB&T Building
First Street, S.W. 9th Floor
Roanoke, VA 24011
540-857-2950 (fax 540-857-2179 or 2614)



Adams, Sonya (USMS)

From: McGuire, Lisa (USAVAW) <Lisa.McGuire@usdoj.gov>
Sent: Monday, November 2, 2015 4:03 PM
To: pmiles@florenceco.org
Cc: Adams, Sonya (USMS)
Subject: U.S. v. Anjay Patel, et al "Desist Tax Sale" 905 Cashua Drive, Florence, SC Tax Map# 90013-03-001

Ms. Miles,

Per our conversation this date you confirmed that Florence County will desist tax sale activities as it relates to the following property:

905 Cashua Drive, Florence, SC 29501 – Map/Block/Parcel No. 90013-03-001

It is understood that this property has been forfeited to the United States per a Preliminary Order of Forfeiture, which is subject only to any valid 3rd party claims. As 3rd party claims are actively being litigated this property remains under the jurisdiction of the U.S. District Court. A Notice of Forfeiture and the Preliminary Order of Forfeiture were previously transmitted to the Florence County Treasurer's Office via Fed-Ex on November 26, 2013.

Your cooperation is greatly appreciated.

Lisa L. McGuire
Asset Forfeiture Paralegal Specialist
U.S. Attorney's Office
Western District of Virginia
BB&T Building
First Street, S.W. 9th Floor
Roanoke, VA 24011
540-857-2950 (fax 540-857-2179 or 2614)

Received 10/20/2009 13:13:35 PM

Book B 272 Page 1470

Deeds

CONNIE REEL-SHEARIN
FLORENCE COUNTY CLERK OF COURT
CITY-COUNTY COMPLEX, 180 N. IRBY ST., MSC-E
FLORENCE, SOUTH CAROLINA 29501
(843) 665-3031

RECEIVED FROM: JOHNSON SMITH HIBBARD 17556

DATE: 102009 P.O. Drawer 5587

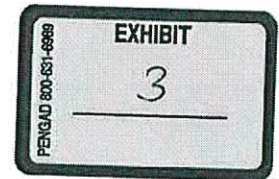
RECEIPT NO: 325158-000000

Spartanburg, SC 29304-3587

DESCRIPTION

# OF INST.	AMOUNT	FEES	#PAGES	** FEE **		TOTAL
				STATE	COUNTY	
Deeds	.00	11.00	6	BOOK: B272	FROM PAGE: 1470 THRU PAGE: 1475	11.00

THIS SHEET IS NOW PART OF THIS DOCUMENT
===== PLEASE LEAVE ATTACHED =====



TOTAL RECEIPT: 11.00 .00 .00 11.00

TOTAL	CHECK	CASH	CHANGE
11.00	23.00	1.00	.00

CR2 CLERKPAY 69 KIM WINBURN 131335

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

CERTIFICATE OF TRUST

OCT 20 PM 1:23
2007
SHEARIN
& GS
FLORENCE COUNTY, SC

KNOW ALL MEN BY THESE PRESENTS, that VIRESH R. PATEL, hereinafter referred to as "Trustee", does hereby certify that on the 18th day of December, 2000, ANJAY R. PATEL, as Settlor, executed a certain Irrevocable Trust Agreement naming VIRESH R. PATEL as the initial Trustee. This Certificate is being given by VIRESH R. PATEL in his capacity as Trustee under said Irrevocable Trust Agreement, and said Trustee does hereby certify that:

1. The Trustee of said Trust is VIRESH R. PATEL. If VIRESH R. PATEL should die, resign or cease to serve hereunder, then NILESH PATEL, of, shall serve as successor or substitute trustee. If NILESH PATEL should die, resign or cease to serve hereunder, the Trustee shall be some other bank or trust company authorized to do business in the state of South Carolina, which shall be appointed in a written instrument signed by the Settlor, or if the Settlor is deceased or otherwise fails to act, by a majority of the then-adult beneficiaries of this Trust, and such successor or substitute trustee shall automatically serve as Trustee hereunder, without conveyance or transfer. Notwithstanding the foregoing, the Settlor shall not be eligible at any time to serve as trustee hereunder. A trustee's disability or incapacity shall be deemed to exist when declared by a court of competent jurisdiction, or upon presentation to the successor Trustee of a certificate executed by two licensed physicians (one of whom is the Trustee's attending physician), which opinion of such physicians states that the Trustee is incapable of managing his or her financial affairs and of serving as Trustee hereunder. The effective date of such incapacity shall be the date of the order or decree adjudicating the incapacity, or the date of the certificate of the two physicians described above, whichever first occurs. A certified copy of the order or decree declaring incapacity, or the certificate of the physicians described above, shall be attached to the original of this instrument. A successor trustee shall be authorized to assume for all purposes that the assets so delivered to it by a predecessor trustee constitute all of the assets which it is entitled to hold as Trustee hereunder, and such successor trustee shall be authorized to accept such assets in the condition in which they are delivered to it. The substitute or successor Trustee, upon acceptance of this trust and the trust property, shall succeed to and possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein. No Trustee serving hereunder shall be required to provide a bond or other security.

2. The Trust is irrevocable.

3. Under the Trust Agreement, the Trustee acting alone has broad powers to act for the Trust, and the Trustee is not required to obtain the consent of any person or entity, including the Settlor, before acting for the Trust. The Trust Agreement confers broad powers upon the Trustee, including but not limited to all those powers set forth in Exhibit "A" which is attached hereto and incorporated herein as fully as if set forth verbatim.

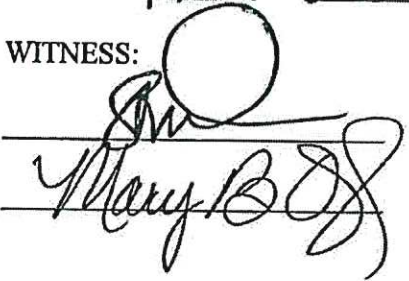
4. The Trust's taxpayer identification number is 58-6429820.

5. The proper manner for taking title to Trust property is:
VIRESH R. PATEL AS TRUSTEE OF THE ANJAY R. PATEL IRREVOCABLE TRUST DATED
DECEMBER 18, 2000, or similar words thereto.


6. To the undersigned's knowledge, there are no claims, challenges of any kind, or
causes of action alleged which contest or question the validity of the Trust or the Trustees' authority
to act for the Trust.

IN WITNESS WHEREOF, VIRESH R. PATEL, as Trustee, has set his hand and affixed
his seal, this 18th day of October, 2009.

WITNESS:



Mary B. J.



VIRESH R. PATEL (Seal)
Trustee

STATE OF SOUTH CAROLINA)
)
COUNTY OF Spartanburg)

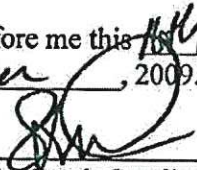
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw
the within named VIRESH R. PATEL, as Trustee, sign, seal and as his act and deed deliver the
within written instrument and that (s)he with the other witness subscribed above witnessed the
execution thereof.

SWORN to before me this 18th
day of October, 2009.



Witness



(Seal)
Notary Public for South Carolina
My Commission expires: 1/26/19

EXHIBIT "A"

ANJAY R. PATEL IRREVOCABLE TRUST DATED DECEMBER 18, 2000 CERTIFICATE OF TRUST

A. In the management, care and disposition of this Trust, the Trustee shall have the power to do all things and to execute such instruments as may be deemed necessary or proper, including the following powers, without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust or by statute or general rules of law, exercisable in the discretion of the Trustee:

1. To hold and retain all or any property received from any source, without regard to diversification or risk, even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification.
2. To invest and reinvest the trust funds in any type of property and every kind of investment, including (but not limited to) corporate obligations of every kind, preferred or common stocks (including the stock of any corporate fiduciary), securities of any regulated investment trust, state and local bonds, partnership interests, whether general or limited, and common trust funds (including those of any corporate fiduciary).
3. To participate as a fiduciary investor in the operation of any productive business or other enterprise, and to incorporate, dissolve, or otherwise change the form of such business, to the extent consistent with its role as a fiduciary.
4. To deposit trust funds in any commercial interest-bearing savings, savings and loan, or money market accounts (including those with any corporate fiduciary itself).
5. To borrow money for any reasonable trust purpose and upon such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustee deems advisable, from any individual, bank or other sources, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge or otherwise.
6. To lend trust funds to such persons and on such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustee deems advisable, but the Trustee may not lend trust funds to the Settlor or anyone else without adequate security and an adequate rate of interest.
7. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange or release (for a term within or extending beyond the term of the Trust) any real or personal property of the Trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the Trust, and in general to deal with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property.
8. To buy assets of any type from any person on such terms, including (but not limited to) cash or credit, interest rates, and security, as the Trustee deems advisable.
9. To improve, develop, manage, lease, or abandon any trust assets, as the Trustee deems advisable.
10. To hold property in the name of any Trustee or any custodian or nominee, without disclosing this trust, but the Trustee is responsible for the acts of any custodian or nominee the Trustee so uses.
11. To pay and advance money for the trust's protection and for all expenses, losses, and liabilities sustained in its administration.
12. To prosecute or defend any action for the protection of the trust, the Trustee in the performance of the Trustee's duties, or both, and to pay, contest, or settle any claim by or against the trust or the Trustee in the performance of the Trustee's duties.
13. To employ persons, even if they are associated with the Trustee, to advise or assist the Trustee in the performance of the Trustee's duties.
14. To make allocations, divisions, and distributions of trust property in cash or in kind or partly in each

upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution), without regard to the income tax basis of any specific property so allocated to any beneficiary; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries, to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary.

15. To determine, in the Trustee's discretion, whether items should be charged or credited to income or principal or allocated between income and principal, as the Trustee deems equitable and fair under all the circumstances, including the power to amortize or fail to amortize any part or all of any premium or discount, to treat any part or all of the profit resulting from the maturity or sale of any asset, whether purchased at a premium or at a discount, as income or principal or apportion the same between income or principal, to apportion the sales price of any asset between income and principal, to treat any dividend or other distribution on any investment as income or principal or apportion the same between income or principal, to charge any expense against income or principal or apportion the same, and to provide or fail to provide any reasonable reserve against depreciation or obsolescence, all as the Trustee deems equitable and just under all the circumstances.

16. To use and expend the trust income and principal to (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the trustee under this paragraph may be charged against income or principal as the trustee shall determine.

17. To execute and deliver any instruments necessary or useful in the exercise of any of these powers.

18. To receive any property, real or personal, to be added to the trust from the Settlor or any other person by lifetime or testamentary transfer or otherwise; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to executors, donors, insurance companies and other parties adding property to the trust.

19. To exercise all rights, elections, options, privileges and other powers, and to receive all payments, in respect of any insurance policy on the life of or relating to the Settlor or any other person, including, but not limited to, the power to collect dividends, death or other benefits (including disability benefits), surrender payments, and any other payment which may be due or collectible; to pay the premiums on any policy; to surrender any policy for its cash surrender value; to convert any policy into other forms of insurance; and to borrow upon and pledge any policy in connection with a loan.

20. It is the Settlor's intention that the trust created under this Trust Agreement generally have an inclusion ratio, for generation-skipping transfer tax purposes, of either zero (0) or one (1). To the extent necessary, the Trustee is authorized to divide any share or trust under this Trust Agreement as hereinabove provided so that after such division, such share or trust shall have an inclusion ratio of either zero (0) or one (1). If any addition from any source is made to any share or trust hereunder, and the inclusion ratio of such addition is different from the inclusion ratio of such share or trust, the Trustee is authorized to divide the receiving share or trust into two separate shares or trusts, one with an inclusion ratio of zero (0) and one with an inclusion ratio of one (1), and to allocate the addition to the share or trust having an identical inclusion ratio as the addition.

21. If this Trust is subject to the generation-skipping transfer tax (as defined in Chapter 13 of the Internal Revenue Code, as it may be hereafter amended from time to time), the Trustee is authorized to set up reserves from the assets subject to each taxable event for the duration of the Trust, as the Trustee, in its sole discretion, determines necessary to pay any generation-skipping transfer tax which may be imposed against the Trust.

22. To make disclaimers and renunciations of any property passing to the Trust. The power to disclaim as contained in this paragraph shall apply to any power, whether actually set forth in this instrument, incorporated by reference herein, or granted or implied by any statute or rule of law. (Any surrender, release, renunciation, or disclaimer shall be made by written instrument.)

23. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

24. In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his own right, upon such terms and conditions as it may deem necessary or proper to carry out the purposes of this Trust.

B. The Settlor has confidence in the investments which have been or will be added to the trust hereunder, and no change need be made by the Trustee in these investments solely for the purpose of creating a diversity of investments; but the Trustee may sell or otherwise dispose of such investments, if and to the extent the Trustee deems such sale or disposition to be in the best interest of the trust, without being constrained to do so. If the Settlor has designated the Trustee as beneficiary of any individual retirement accounts, the Settlor specifically authorizes the Trustee to permit such accounts to remain undistributed for as long as may be consistent with minimum distribution requirements applicable to them; but to the extent consistent with such requirements, the Settlor authorizes the Trustee, for tax, investment or other reasons, to terminate any such account or alter the method of distribution from such account, for purposes of transferring the property thereof to another such account or otherwise.

C. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

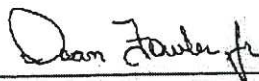
MARCH 28, 2016

Dean Fowler Tax Collector for Florence County to
the Delinquent Tax Collector of Florence County or his
Deputy:

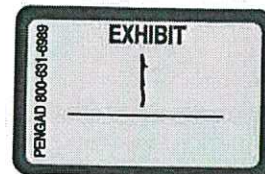
WHEREAS, THE CORNER STORE INC
1252 OVERBROOK DR STE 7B GAFFNEY SC
has been duly assessed the sum of \$ 8,091.68 for
school, county, and special taxes for the year beginning
January 1, 2015, and has failed to pay the taxes, this
execution commands you in the name of the State to levy
by distress and sale on so much of the delinquent
taxpayer's property as is sufficient to satisfy the
delinquent taxes, assessments, penalties, and costs.
This execution is sufficient warrant for a levy by
distress and sale.

Property Description
=====

MBP/Acct ---	Description -----	Tax Notice#
90013-03-001	S CASHUA RD LOTS 1-3	15-067072



Dean Fowler, Jr
Florence County Tax Collector
City-County Complex
180 N. Irby Street
Florence, SC 29501



3636057189-1-1



FLORENCE COUNTY
Delinquent Tax Office
180 N Irby Street, MSC-TT
Florence, SC 29501-3456
Phone: (843) 665-3095

OFFICIAL NOTICE OF DELINQUENT TAX

Only CASH, CASHIER'S CHECK OR MONEY ORDER
will be accepted for Delinquent Tax payments

9/16/2016 04/08/2016 K.199 part. 3.5

*****AUTO**MIXED AADC 270
3899805 0840-DTN 7100 1 1 1



THE CORNER STORE INC
1252 OVERBROOK DR STE 7B
GAFFNEY SC 29341-1057



You are hereby notified that you have delinquent taxes owing as listed. According to South Carolina Law, if all taxes, penalties, assessments, and costs are not paid, the property must be advertised and sold to satisfy the delinquency.

NOTICE NO. 15-067072		DATE 4/12/2016
DIST. 10	PROPERTY DESCRIPTION REAL ESTATE S CASHUA RD LOTS 1-3	MAP/BLOCK/PARCEL NO. 90013-03-001

AMOUNT DUE \$8,091.68

Above amount good through 4/29/2016. See Delinquent Tax Cost Schedule below for cost added after this date.

THIS 2015 TAX NOTICE DOES NOT REFLECT ANY TAXES YOU MAY OWE FOR PREVIOUS YEARS

Cost is added to delinquent taxes as prescribed by South Carolina Law. Expect additional cost to be added as incurred until the Tax Sale Date: 10/03/2016
Taxes must be paid before Tax Sale Date.

Please Remit Payment and stub to:
Florence County Delinquent Tax Office
180 N Irby Street
MSC-TT
Florence, SC 29501-3456

▼ DETACH AND RETURN THIS PORTION WITH PAYMENT ▼

ADDITIONAL COST WILL BE ADDED ACCORDING TO THE SCHEDULE BELOW:

Delinquent Tax Cost Schedule		
Amounts may be added <u>after</u> these dates		
April 29 th	Certified Mail of Levy	\$20.00
June 5 th	Mortgage Search (MH)	\$ 0.00
June 24 th	Personal Levy	\$35.00
August 26 th	Advertisement	\$20.00

*** Dates and Amounts Subject to Change ***

MAP/BLOCK/PARCEL NO. 90013-03-001	NOTICE NO. 15-067072
AMOUNT DUE \$8,091.68	

Above amount good through 4/29/2016. See Delinquent Tax Cost Schedule, on left, for cost added after this date. Please return this coupon with **CASHIER'S CHECK OR MONEY ORDER** in the envelope provided.
POSTMARK WILL NOT BE ACCEPTED

FLORENCE COUNTY DELINQUENT TAX OFFICE
180 N IRBY STREET, MSC-TT
FLORENCE SC 29501-3456

THE CORNER STORE INC
1252 OVERBROOK DR STE 7B
GAFFNEY SC 29341-1057



POSTMAN TEAR ALONG PERFORATION TO REMOVE CARD

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

THE CORNER STORE INC
1252 OVERBROOK DR STE 7B
GAFFNEY SC 293418215

90013-03-001 15067072

2. Article Number
7103 0098 0320 0605 5388

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly): Nathan Ramsey
B. Date of Delivery: 5/25/16

C. Signature: *Nathan Ramsey*
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below

S

3. Service Type:
 Certified Mail Express Mail
 Registered Mail Return Receipt for Merchandise
 Insured Mail C.O.D.

A. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, July 2001

Domestic Return Receipt

PENGAU 800-831-6989
EXHIBIT
3
130



FLORENCE COUNTY
Treasurer's Office/Delinquent Tax Division

September 6, 2017

****FINAL NOTICE****

Nathan Ramsey
161 Easy Street
Murrells Inlet SC 29576

RE: Tax Sale October 3, 2016
Reference: The Corner Store Inc.
Map Block Parcel: 90013-03-001
Description: S Cashua Rd Lots 1-3
Last Date of Redemption: October 4, 2017
Redemption Amount Due: \$17,113.79



Dear Sir or Madam:

On the date above set out the property herein referred was sold for the delinquent ad valorem taxes noted.

This property may be redeemed on or before the redemption date by paying the described amount. This amount represents the amount of taxes, penalties, cost, and interest at the applicable rate on the bid price.

If payment in full of all amounts is not received on or before the redemption date, a deed will be given to the purchaser who bid on the property at the tax sale. Your failure to redeem this property as set out herein will indicate your consent to this procedure and foreclose your opportunity to redeem this property.

All delinquent taxes on this parcel must be paid at the time of redemption. Please contact the Delinquent Tax Department for any other taxes owed.

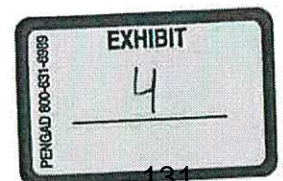
Yours truly,

Florence County Delinquent Tax Office

To preserve your lien/mortgage, you must redeem this property.

ONLY CASH, CASHIER'S CHECK, OR MONEY ORDERS WILL BE ACCEPTED FOR PAYMENT. IF PAYING IN PERSON, PLEASE BRING A PICTURE ID WITH YOU.

180 North Irby Street MSC-TT Florence, South Carolina 29501 (843) 665-3095 Fax (843) 665-3069





FLORENCE COUNTY
Treasurer's Office/Delinquent Tax Division

September 6, 2017

****FINAL NOTICE****

Nathan Ramsey
192 Lois Drive
Gaffney SC 29341



RE: Tax Sale October 3, 2016
Reference: The Corner Store Inc.
Map Block Parcel: 90013-03-001
Description: S Cashua Rd Lots 1-3
Last Date of Redemption: October 4, 2017
Redemption Amount Due: \$17,113.79

Dear Sir or Madam:

On the date above set out the property herein referred was sold for the delinquent ad valorem taxes noted.

This property may be redeemed on or before the redemption date by paying the described amount. This amount represents the amount of taxes, penalties, cost, and interest at the applicable rate on the bid price.

If payment in full of all amounts is not received on or before the redemption date, a deed will be given to the purchaser who bid on the property at the tax sale. Your failure to redeem this property as set out herein will indicate your consent to this procedure and foreclose your opportunity to redeem this property.

All delinquent taxes on this parcel must be paid at the time of redemption. Please contact the Delinquent Tax Department for any other taxes owed.

Yours truly,

Florence County Delinquent Tax Office

To preserve your lien/mortgage, you must redeem this property.

ONLY CASH, CASHIER'S CHECK, OR MONEY ORDERS WILL BE ACCEPTED FOR PAYMENT. IF PAYING IN PERSON, PLEASE BRING A PICTURE ID WITH YOU.

180 North Irby Street MSC-TT Florence, South Carolina 29501 (843) 665-3095 Fax (843) 665-3069



FLORENCE COUNTY
Treasurer's Office/Delinquent Tax Division

September 6, 2017

****FINAL NOTICE****

The Corner Store Inc
1252 Overbrook Drive STE 7B
Gaffney SC 29341

RE: Tax Sale October 3, 2016

Reference: The Corner Store Inc.

Map Block Parcel: 90013-03-001

Description: S Cashua Rd Lots 1-3

Last Date of Redemption: October 4, 2017

Redemption Amount Due: \$17,113.79



FILE COPY

Dear Sir or Madam:

On the date above set out the property herein referred was sold for the delinquent ad valorem taxes noted.

This property may be redeemed on or before the redemption date by paying the described amount. This amount represents the amount of taxes, penalties, cost, and interest at the applicable rate on the bid price.

If payment in full of all amounts is not received on or before the redemption date, a deed will be given to the purchaser who bid on the property at the tax sale. Your failure to redeem this property as set out herein will indicate your consent to this procedure and foreclose your opportunity to redeem this property.

All delinquent taxes on this parcel must be paid at the time of redemption. Please contact the Delinquent Tax Department for any other taxes owed.

Yours truly,

Florence County Delinquent Tax Office

To preserve your lien/mortgage, you must redeem this property.

ONLY CASH, CASHIER'S CHECK, OR MONEY ORDERS WILL BE ACCEPTED FOR PAYMENT. IF PAYING IN PERSON, PLEASE BRING A PICTURE ID WITH YOU.

180 North Irby Street MSC-TT Florence, South Carolina 29501 (843) 685-3095 Fax (843) 685-3089

STATE FEE 40.00
 COUNTY FEE 17.05

FILED

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE)

TAX TITLE TO REAL ESTATE

2018 MAY -9 PM 4:07
 DORIS POULOS O'HARA
 CCCP & GS
 FLORENCE COUNTY, SC

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the Statutory Laws of South Carolina provide that upon the expiration of the time allowed by law for payment of taxes in any year, the County Treasurer of each County is authorized and directed to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Official or Officer of his County, or his lawful Deputy, charged with responsibility for collection of taxes, requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes of such defaulter, specifying therein the aggregate amount of all his taxes, penalties, and costs, as provided by Law; and

WHEREAS, it is further provided by said Statutes that under and by virtue of said warrant or execution, the appropriate Officer or Official, or his lawful Deputy, shall seize and take possession of so much of the defaulting taxpayer's estate, real or personal, or both, as may be necessary, to raise a sum of money named therein, and the charges thereon, and, after due advertisement, to sell the same before the Court House door of the County, on a sales day, within the usual hours for public sale as fixed by the applicable Statute, for cash, and to give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, and to give a title to the purchaser if the property be not redeemed within the time provided by the Statute; and

WHEREAS, the property which is the subject of this conveyance was sold at public auction by Florence County to the highest bidder to satisfy the unpaid taxes of the defaulting taxpayer, all after giving the required notices and complying in all other respects with the applicable Statutes, including, but not limited to, those incorporated into the 1976 Code of Laws of South Carolina as Sections 12-51-10 through 12-51-170, as amended, as well as Act No. 207 of the General Assembly of 1971 and Acts amendatory thereto, and the time allowed for redemption of the subject property by the defaulting taxpayer has expired without the conditions for redemption having been met; and

WHEREAS, the following pertinent information is hereby furnished as a part of this conveyance, as is required:

- | | |
|--|--|
| 1. Name of Defaulting Taxpayer: | The Corner Store, Inc. |
| 2. Date of Execution: | March 28, 2016 |
| 3. Date of Certified Notice: | May 20, 2016 |
| 4. To Whom Mailed: | The Corner Store, Inc. |
| 5. Whether or Not Received: | Claimed |
| 6. Date Property Posted: | |
| 7. By Whom Posted: | |
| 8. Date of Redemption Notice: | September 6, 2017 |
| 9. To Whom Mailed: | Nathan Ramsey
Nathan Ramsey
The Corner Store, Inc. |
| 10. Whether or Not Received: | Unclaimed
Claimed
Unclaimed |
| 11. The Years Covered: | 2015 & 2016 |
| 12. Total Taxes, Penalties, Charges and Costs: | 15,281.00 |

PROPERTY DESIGNATED AS: 00013-03-001

SPLIT FROM: _____

BY FLORENCE COUNTY ASSESSOR'S OFFICE *MM*



WHEREAS, the undersigned, acting for Florence County, having found sufficient property to sell to make the amount required to satisfy the execution, did on October 3, 2016 sell the within described property to Ronald Edwin Barfield, Jr., the actual purchaser and the highest bidder at such sale for the sum of \$15,281.00 being at least the amount of said taxes, penalties, cost and charges;

NOW, THEREFORE, I, Laurie Walsh Carpenter, Treasurer of Florence County, in the State of and County aforesaid, for and in consideration of the sum of \$15,281.00 to me in hand paid at and before the sealing of these presents by Ronald Edwin Barfield, Jr. in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Ronald Edwin Barfield, Jr. the subject property which is described and identified as follows:

All those certain pieces, parcels or lots of land lying, being and situate in the County of Florence, State of South Carolina, School District No. 13 and designated on a plat or map of the place known as Hyde Park as Lots 1, 2, and 3, which said map or plat was made for George M. McCown in November, 1946 by W.B. Cummings, Surveyor, and which plat is recorded in the office of the Clerk of Court for Florence County in plat Book I at page 74. Reference is also made to a map for Dimitri and Theodora Krasias by Nesbitt Surveying Co., Inc., dated June 12, 2002 and recorded in the above mentioned office in Plat book 79 at Page 229. Reference being had to said maps for a more complete and accurate description.

This being the same property conveyed to The Corner Store, Inc. recorded in Deed Book B313 at Page 124 in the Office of the Clerk of Court for Florence County, State of South Carolina.

TMS 90013-03-001

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise or appertaining.

TO HAVE AND TO HOLD all and singular the said premises mentioned unto the said Ronald Edwin Barfield, Jr., his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina, in such cases made and provided.

WITNESS my hand and seal this 9th day of May In the year of our Lord two thousand eighteen and in the two hundred forty first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Lisa Collins

Laurie Walsh Carpenter
Laurie Walsh Carpenter
Treasurer, Florence County

Angel Shuppen

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

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 at S Cashua Rd Lots 1-3, bearing Florence County Tax Map Number 90013-03-001, and was transferred by Laurie Walsh Carpenter, Treasurer for Florence County to Ronald Edwin Barfield, Jr. on 5-9-2018.
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 this affidavit);

(If exempt, please skip Items 4-7, and go on 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 realty? Check Yes or No

4. Check one of the following if either Item 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 \$15,281.00.
- (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. (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: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in Item 4 above here: \$ 15,281.00
- (b) Place the amount listed in Item 5 above here: \$ 0
- (If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from line 6(a) and place result here: \$ 15,281.00

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is \$57.35

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Seller, Treasurer of Florence County.

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 9th day of may, 2018

Raine P. Hilsop
Notary Public for South Carolina
My Commission Expires: 11-17-26

Laurie Walsh Carpenter
Responsible Person Connected with the Transaction

Laurie Walsh Carpenter
Print or type the above name here

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Ronald Edwin Barfield,

Plaintiff,

vs.

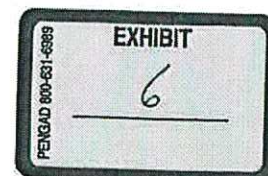
The Corner Store, Inc., and all persons claiming any right, title, estate interest in or lien upon the real estate described; any unknown adults and those persons who may be in the military service of the United States of America, all of them being a class designated as John Doe, whose true name is unknown; any unborn infants or persons under disability being a class designated as Richard Roe, whose true name is unknown; United States of America; Paige Holsapple as Florence County Delinquent Tax Collector,

Defendants.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2018-CP-21-2191

AFFIDAVIT OF
GUARDIAN AD LITEM NISI

PERSONALLY appeared before me, Michele Dahl Sturkie, of the Sturkie Law Firm, who being duly sworn deposes and states that: I am the duly appointed Guardian ad Litem for the unknown defendants/respondents in the above named case, who have been designated using the aliases of John Doe and Richard Roe, and that as of the date of this Affidavit, no one claiming to have an interest in the property which is the subject of this action has come forth or made their interest in the said property known, and this Guardian ad Litem for said Defendants has not been contacted by anyone wishing to protest or contest the quieting of the title to



the subject property.

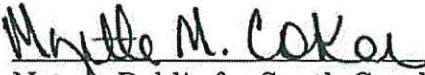
Further affiant says not.



Michele Dahl Sturkie
S.C. Bar No. 70234
Sturkie Law, LLC
PO Box 2260
Florence, SC 29501
(843) 799-1000
(843) 799-4199 (fax)
msturkie@sturkielaw.com

Guardian ad litem NISI

Subscribed and sworn to before me
this 19th day of July, 2021.



Notary Public for South Carolina
Notary (Printed) Myrtle M. Coker
My Commission Expires 7/18/27.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

CLERK'S OFFICE U.S. DIST. COURT
AT HARRISONBURG, VA
FILED

AUG 29 2013

JULIA C. DUDLEY, CLERK
BY: [Signature] DEPUTY CLERK

UNITED STATES OF AMERICA :
 :
V. :
 : Criminal No. 5:11cr00031
ANJAY PATEL :

AMENDED PRELIMINARY ORDER OF FORFEITURE
FINAL AS TO DEFENDANT

THE COURT HEREBY FINDS AND ORDERS THAT:

A. As the result of the guilty pleas on Counts 1, 2, 56, 133, 156 and 169 of the Indictment, and defendant's agreement to forfeit certain assets and waive notice of forfeiture, Defendant shall forfeit to the United States:

- (1) any property constituting, or derived from, proceeds obtained directly or indirectly from the commission of the scheme and conspiracy to defraud in violation of 18 U.S.C. §§ 371 and 2342(a), pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c);
- (2) any conveyances involved in a violation of 18 U.S.C. §§ 371 and 2342(a), pursuant to 49 U.S.C. § 80303 and 28 U.S.C. § 2461(c); and
- (3) any property, real or personal, involved in a violation of 18 U.S.C. §§ 1956 and 1957, or any property traceable to such property, pursuant to 18 U.S.C. § 982(a)(1).

B. Pursuant to Rule 32.2(b)(1)(A) of the Federal Rules of Criminal Procedure and the defendant's plea agreement, the Court finds a money judgment in the amount of \$400,000.00 shall be entered, in that such sum in aggregate was obtained directly or indirectly as a result of said violations or is traceable to such property.

C. The Court has determined based on the evidence of record and the defendant's plea agreement that the assets described in **Attachment A**, which is appended hereto and fully incorporated herein, are subject to forfeiture pursuant to 18 U.S.C. § 982(a)(1), or 21 U.S.C. § 853(p), in that the government has established or could establish the requisite nexus between such property and said violations or that the property represents substitute assets in lieu of the proceeds of the offenses.

D. The United States or its designee shall release the assets described in **Attachment B**, which is appended hereto and fully incorporated herein, to the extent that these assets have not been released previously.

E. The United States is authorized to seize the forfeited property whether held by the defendant or by a third party and shall:

(1) pursuant to 21 U.S.C. § 853(n) publish notice of this Order, thereby giving notice of the United States' intent to dispose of the property in such manner as the Attorney General may direct and notice that any person, other than the Defendant, having or claiming a legal interest in any of the above-listed forfeited property must file a petition with the court within thirty (30) days of the final publication of notice or of receipt of actual notice, whichever is earlier and shall file the original petition with the U.S. District Court Clerk's Office, Harrisonburg Division, 116 N. Main Street, Room 314, Harrisonburg, VA 22802 and shall certify a copy of said petition to the U.S. Attorney's Office, Asset Forfeiture Section, P.O. Box 1709, Roanoke, VA 24008. This notice shall state that the petition shall be for a hearing to adjudicate the validity of the petitioner's alleged interest in the property, shall be signed by the petitioner under penalty of perjury, and shall set forth the nature and extent of the petitioner's right, title or interest in each of the forfeited properties and any additional facts supporting the petitioner's claim and the relief sought;

(2) to the extent practicable, provide direct written notice to any person known to have alleged an interest in the property that is the subject of the Order of Forfeiture, as a substitute for published notice as to those persons so notified;

(3) post upon said real property in an open and visible manner a copy of this Order of Forfeiture making the forfeiture open and notorious;

(4) have the authority, in its discretion, to take and maintain custody of the forfeited property, together with all improvements, buildings, structures, fixtures, furnishings and appurtenances permanently attached thereto, entering said property for the purpose of determining the physical condition of the property and to maintain custody of said property as provided by 19 U.S.C. § 1605 until further order of this Court respecting the same. The United States shall use its discretion and whatever means appropriate to protect and maintain said forfeited property;

(5) have the authority, in lieu of taking custody, to enter onto the real property for the limited purpose of ensuring that the asset is in a safe and inhabitable condition; to inspect for conditions that, if not corrected, could damage or reduce the value of the asset during the pendency of any forfeiture proceedings; to make a record of the condition of the interior and exterior of the real property using any practicable method such as videotape recording and still photographs; and to reenter the property on a periodic basis for the purpose of conducting inspections of the dwelling and surrounding property to ensure proper maintenance and security;

(6) have the authority to dispose of, by any means available, perishable, contaminated, flammable, explosive, or violable items. An inventory will be kept as to those items and the method of disposal. If removal of the contents of the property is necessary, a bonded moving and storage company is to inventory, pack, remove, and store all contents;

(7) have the authority, if the United States exercises its discretion to take custody of the property, to give the occupants a reasonable opportunity to remove from the location all of their personal belongings. A designee of the United States may accompany the occupants during the collection and packing of these belongings to ensure that only personal articles are removed from the location. After the identification, collection, and removal of the personal belongings by the occupants, the occupants shall depart the location. Any and all personal belongings, including but not limited to personal items, furniture, appliances, pets, livestock and motor and recreational vehicles, remaining on the premises after the occupants have vacated the premises may be destroyed or otherwise disposed of by the United States without risk of liability to the occupants or any third party;

(8) have the authority to rent/lease any vacant seized properties as continued vacancy may result in deterioration and a diminished value to said property. The rental or leasing shall help assure any claimants and the United States that the property's value and integrity shall be maintained in at least the same condition as existed at the time of execution of this Order;

(9) record forthwith a copy of this Order in the county where the above-described property is located, and which Order, when recorded, shall be notice to any transferee or potential transferees, of the interest of the United States of America therein.

F. The United States, at its discretion, shall be accompanied by federal, state, or local law enforcement officers to assist in the execution of this Order. And, upon application by the United States of America, the Court shall issue any order necessary to effectuate and prevent the frustration of this Order pursuant to the All Writs Act, 28 U.S.C. § 1651(a).

G. Pursuant to Fed. R. Crim. P. 32.2(c)(1)(B), discovery may be conducted in any ancillary proceeding accordance with the Federal Rules of Civil Procedure to the extent necessary or desirable to resolve factual issues.

H. The United States shall have clear title to the subject property necessary to satisfy the amount of the money judgment ordered herein following the Court's disposition of all third party interests, or, if none, following the expiration of the period provided in 21 U.S.C. § 853(n)(2) for the filing of third party petitions.

I. The Court shall retain jurisdiction to enforce this Order, and to amend it as necessary, pursuant to Fed. R. Crim. P. 32.2(e).

J. Pursuant to Fed. R. Crim. P. 32.2(b)(4), this Order of Forfeiture shall become final as to the defendant upon entry, and shall be made a part of the sentence and included in the judgment.

K. The Clerk of this Court shall certify copies of this Order to counsel of record and shall certify copies to the United States Attorney's Office, Asset Forfeiture Section, P.O. Box 1709, Roanoke, Virginia 24008.

ENTERED THIS 28th DAY OF August, 2013.

1st Michael F. Urbanski

UNITED STATES DISTRICT JUDGE

	A	B	C
1	CAT No.	Asset Type	Item Description
5	12-ATF-001230	Currency	\$1,447,280.00 US Currency less \$500,000 to be released
6	12-ATF-001294	Currency	\$70,000.00 U.S. Currency
7	12-ATF-001384	Currency	\$500.00 U.S. Currency
8	12-ATF-001386	Currency	\$11,440.00 U.S. Currency
9	12-ATF-001383	Currency	\$49,535.00 U.S. Currency
11	12-ATF-008942	Currency	\$8,500.00 U.S. Currency
12	12-ATF-009124	Currency	\$50,000.00 U.S. Currency
16	12-ATF-001392	Currency	\$9,700.00 U.S. Currency
17	12-ATF-001393	Currency	\$2,140.00 U.S. Currency
18	12-ATF-001394	Currency	\$4,820.00 U.S. Currency
19	12-ATF-001395	Currency	\$1,260.00 U.S. Currency
20	12-ATF-001396	Currency	\$4,600.00 U.S. Currency
21	12-ATF-001397	Currency	\$4,760.00 U.S. Currency
22	12-ATF-001398	Currency	\$5,600.00 U.S. Currency
23	12-ATF-001399	Currency	\$3,620.00 U.S. Currency
24	12-ATF-001400	Currency	\$2,120.00 U.S. Currency
25	12-ATF-001401	Currency	\$1,140.00 U.S. Currency
26	12-ATF-001402	Currency	\$2,440.00 U.S. Currency
27	12-ATF-001403	Currency	\$3,240.00 U.S. Currency
28	12-ATF-001404	Currency	\$1,120.00 U.S. Currency
29	12-ATF-001405	Currency	\$1,780.00 U.S. Currency
30	12-ATF-001406	Currency	\$3,500.00 U.S. Currency
31	12-ATF-001407	Currency	\$2,120.00 U.S. Currency
32	12-ATF-001408	Currency	\$2,540.00 U.S. Currency
33	12-ATF-001409	Currency	\$3,260.00 U.S. Currency
34	12-ATF-001410	Currency	\$860.00 U.S. Currency
35	12-ATF-001411	Currency	\$2,500.00 U.S. Currency
36	12-ATF-001413	Currency	\$3,680.00 U.S. Currency
37	12-ATF-001415	Currency	\$1,000.00 U.S. Currency
38	12-ATF-001416	Currency	\$2,020.00 U.S. Currency
40	12-ATF-001422	Currency	\$5,580.00 U.S. Currency
41	12-ATF-001423	Currency	\$1,980.00 U.S. Currency
42	12-ATF-001425	Currency	\$6,500.00 U.S. Currency
43	12-ATF-001426	Currency	\$2,980.00 U.S. Currency
44	12-ATF-001427	Currency	\$6,060.00 U.S. Currency
45	12-ATF-001429	Currency	\$2,520.00 U.S. Currency
46	12-ATF-001430	Currency	\$2,160.00 U.S. Currency
47	12-ATF-001431	Currency	\$1,040.00 U.S. Currency
48	12-ATF-001432	Currency	\$2,620.00 U.S. Currency
49	12-ATF-001433	Currency	\$7,480.00 U.S. Currency
50	12-ATF-001434	Currency	\$3,960.00 U.S. Currency
51	12-ATF-001435	Currency	\$4,480.00 U.S. Currency
52	12-ATF-001439	Currency	\$2,600.00 U.S. Currency
53	12-ATF-001443	Currency	\$4,420.00 U.S. Currency
54	12-ATF-001450	Currency	\$2,380.00 U.S. Currency
56	Not in Cats	Currency in lieu of non-tobacco inventory	All remaining proceeds (95%) from the sale of the contents of the Consolidated Distributers warehouses pursuant to the parties Agreement Regarding Disposition of Certain Assets Located at Two Warehouses Controlled by Consolidated Distributers Of Clemson

	A	B	C
1	CAT No.	Asset Type	Item Description
57	Multiple Nos.	Currency in lieu of sold tobacco	All proceeds from the sale of tobacco seized by ATF and sold pursuant to the parties Agreement Regarding Disposition of Certain Tobacco Assets
58	Not in Cats	Currency in lieu of Investment Interest	Proceeds of One \$400,000 Promissory Note dated September 9, 2010, from S. L. Davis Properties, LLC, a South Carolina limited liability company ("Borrower"), and Zambezi Holdings, LLC, a South Carolina limited liability company, Tristar Holdings, LLC, a South Carolina limited liability company, and Valley Tobacco Company, (collectively "Lender"). TMS No. 00-3697-02-048. Said Note is secured by property described as: Being the same property conveyed from R. A. Properties of Cola, LLC to S. L. Davis Properties by Deed dated May 1, 2006, and recorded May 6, 2008, in Book 12883 at Page 146, in the Lexington County Register of Deeds Office. TMS No. 00-3697-02-048.
59	12-ATF-005180	Financial	American Community Bank a/k/a Yadkin Valley Bank, all funds on deposit, Acct No. 8000071522, held in the name of Cash Out LLC
60	12-ATF-005181	Financial	Arthur State Bank, all funds on deposit, Acct No. 95700571
62	12-ATF-005189	Financial	Bank of America, any and all funds on Deposit, Acct No. 000772332637, held in the name of Corner Store dba Falcon Oil
63	12-ATF-005190	Financial	Bank of America, any and all funds on Deposit, Acct No. 223009761907, held in the name of Shilpaben Patel & Nilesh D. Patel
64	12-ATF-005192	Financial	Bank of America, any and all funds on Deposit, Acct No. 000768365278, held in the name of Shilpaben Patel
65	12-ATF-005193	Financial	Bank of America, any and all funds on Deposit, Acct No. 000731342496, held in the name of Shilpaben Patel
67	12-ATF-005202	Financial	BB&T, any and all funds on Deposit, Acct No. 5222656097, held in the name of UK Crew LLC
68	12-ATF-005204	Financial	BB&T, any and all funds on Deposit, Acct No. 522656100, held in the name of UK Crew LLC
69	12-ATF-005205	Financial	BB&T, any and all funds on Deposit, Acct No. 5222656089, held in the name of UK Crew LLC (SC Education Lottery Account)
70	12-ATF-005206	Financial	Carolina First Bank (aka TD Bank), any and all funds on Deposit, Acct No. 7102233655, held in the name of Mani One Inc dba Corner Stop 113
71	12-ATF-005212	Financial	Community First Bank checking, any and all funds on Deposit, Acct No. 500800883 held in the name of CD of Clemson
72	12-ATF-005214	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131268701, held in the name of Zambezi Holdings LLC
73	12-ATF-005215	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 130013224601, held in the name of Cash Out LLC
74	12-ATF-005216	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173695801, held in the name of KKRISHNA LLC dba Hammett St Grocery
75	12-ATF-005217	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173696601, held in the name of KKRISHNA LLC dba Hammett St Grocery
76	12-ATF-005218	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173697401, held in the name of KKRISHNA LLC dba Gulla Gulla #2
77	12-ATF-005219	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173698201 KKRISHNA LLC dba Gulla Gulla #2
78	12-ATF-005220	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173699001, KKRISHNA LLC (DBA Jays Exxon)

	A	B	C
1	CAT No.	Asset Type	Item Description
79	12-ATF-005317	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173700601, KKRISHNA LLC dba Jays Exxon
80	12-ATF-005318	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173745101, KKRISHNA LLC dba Corner Stop #99
81	12-ATF-005319	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173746901, KKRISHNA LLC dba Corner Stop #99
82	12-ATF-005320	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173773301, KKRISHNA LLC (DBA Village Store)
83	12-ATF-005321	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 341073774101, KKRISHNA LLC dba Village Store
88	12-ATF-005330	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173693301, SIA Invests LLC (SIA Investments LLC)
89	12-ATF-005331	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131160601, Zambezi Holdings LLC - Corner Stop Hartsville
90	12-ATF-005332	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131291901, Zambezi Holdings LLC - Cornerstop Hartsville Lottery
91	12-ATF-005333	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131286901, Zambezi Holdings LLC - Hartsville
92	12-ATF-005334	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131275201, Zambezi Holdings LLC - Lottery
93	12-ATF-005335	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131297601, Zambezi Holdings LLC - Motor Lodge
94	12-ATF-005336	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131158001, Zambezi Holdings LLC - Saveway #2
95	12-ATF-005337	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131159801, Zambezi Holdings LLC - Saveway #2 Lottery Acct
96	12-ATF-005338	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131290101, Zambezi Holdings LLC - Saveway #21 Lottery Account
97	12-ATF-005339	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131308101, Zambezi Holdings LLC - Saveway #21 Lottery Account
98	12-ATF-005340	Financial	First Piedmont Federal Savings and Loan, Acct No. 106613469, Papa Oil, LLC (signer Anjay Patel)
99	12-ATF-005341	Financial	First Piedmont Federal Savings and Loan, Acct No. 359054558, Anjay Patel
100	12-ATF-005342	Financial	First South Bank, Acct No. 1007806, Mani Investments LLC
102	12-ATF-005455	Financial	First South Bank, Acct No. 1005651, Jodrell Partners Inc. Checking dba Corner Stop 4
103	12-ATF-005462	Financial	First South Bank, Acct No. 1006048, Lucky Strike Investments
106	12-ATF-005562	Financial	Provident Community Bank, Acct No. 1693998, Zambezi Holdings LLC
107	12-ATF-005567	Financial	Provident Community Bank, Acct No. 1693980, Zambezi Holdings LLC Lottery
108	12-ATF-005570	Financial	Provident Community Bank, Acct No. 1760409, Zambezi Holdings LLC Lottery
109	12-ATF-005571	Financial	Provident Community Bank, Acct No. 1760417, Zambezi Holdings LLC operating account
110	12-ATF-005702	Financial	The Palmetto Bank, Acct No. 51135892, Jodrell Partners Inc. DBA Corner Stop 4
112	12-ATF-005706	Financial	The Palmetto Bank, Acct No. 51138557, Upstate 4 Investment
113	12-ATF-005712	Financial	The Palmetto Bank, Acct No. 11127740, KKRISHNA LLC
114	12-ATF-005713	Financial	The Palmetto Bank, Acct No. 11117249, KKRISHNA LLC
115	12-ATF-005716	Financial	The Palmetto Bank, Acct No. 11127759, KKRISHNA LLC
116	12-ATF-005717	Financial	The Palmetto Bank, Acct No. 51144670, Zambezi Holdings LLC

	A	B	C
1	CAT No.	Asset Type	Item Description
117	12-ATF-005718	Financial	The Palmetto Bank, Acct No. 51141728, Zambezi Holdings LLC (Lottery Account)
118	12-ATF-005719	Financial	The Palmetto Bank, Acct No. 51142392, Zambezi Holdings LLC
119	12-ATF-005720	Financial	The Palmetto Bank, Acct No. 51144875, Zambezi Holdings LLC
122	12-ATF-005734	Financial	First Piedmont Federal Savings and Loan, Acct No. 306804097, The Corner Store DBA Falcon Oil Nathan & Boss
126	Not in Cats	Financial	American Community Bank a/k/a Yadkin Valley Bank, all funds on deposit, Acct No. 8000069275, held in the name of Dass Inc.
127	Not in Cats	Financial	American Community Bank a/k/a Yadkin Valley Bank, all funds on deposit, Acct No. 8000071519, held in the name of Cash Out LLC
128	Not in Cats	Financial	Bank of America, any and all funds on Deposit, Acct No. 00121224224, held in the name of Shilpaben Patel
129	Not in Cats	Financial	Bank of America, any and all funds on Deposit, Acct No. 223004579929
130	Not in Cats	Financial	Bank of America, any and all funds on Deposit, Acct No. 223008869758, held in the name of Conway Property Holdings LLC
132	Not in Cats	Financial	Carolina First Bank (aka TD Bank), any and all funds on Deposit, Acct No. 2101702482, held in the name of Patel, Shilpaben
133	Not in Cats	Financial	Carolina First Bank (aka TD Bank), any and all funds on Deposit, Acct No. 8105403856, held in the name of Shilpaben Patel
134	Not in Cats	Financial	Community First Bank checking, any and all funds on Deposit, Acct No. 500406690 held in the name of Consolidated Distributors LLC
135	Not in Cats	Financial	Community First Bank checking, any and all funds on Deposit, Acct No. 520446578(Certificate of Deposit, Collateral for Letter of Credit to SC Dept of Revenue, held in the name of CD of Clemson
136	Not in Cats	Financial	Community First Bank checking, any and all funds on Deposit, Acct No. 520447136 (Certificate of Deposit, Collateral for Letter of Credit to NC Dept of Revenue, held in the name of CD of Clemson
137	Not in Cats	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173749301, Kkrishna LLC
140	Not in Cats	Financial	First Piedmont Federal Savings and Loan, Acct No. 106613511, Lucky Strike Amusement LLC Nathan & BossRamsey
141	Not in Cats	Financial	First Piedmont Federal Savings and Loan, Acct No. 306804098, Corner Store Inc by Nathan L. or Boss M. Ramsey
142	Not in Cats	Financial	First Piedmont Federal Savings and Loan, Acct No. 323070410, Corner Store Inc dba Falcon Oil by Nathan L or Boss
145	Not in Cats	Financial	First South Bank, Acct No. 1020858, DHRU Investments Checking
146	Not in Cats	Financial	First Citizens Bankd and Trust; National Link, Inc., Acct No. 130013224601, Cash Out LLC
156	12-ATF-004673	Jewelry	Ivory Tusk
158	12-ATF-009253	Jewelry	burgundy velvet bag containing (8) one ounce gold bars
161	12-ATF-022615	Real Estate	604 Church Street, Conway, SC
162	12-ATF-022591	Real Estate	102 Goforth Rd., Kings Mtn., NC
163	12-ATF-022581	Real Estate	905 S. Cashua Dr., Florence, SC 29501
166	12-ATF-022570	Real Estate	5630 Hwy 76, Sandy Springs, SC 29677
167	12-ATF-022633	Real Estate	4545 Augusta RD., Greenville, SC 29605
168	12-ATF-022643	Real Estate	Motor Lodge 1240 Chester HWY, York, SC 29745
169	12-ATF-022582	Real Estate	111 Metro Drive, Anderson, SC 29625
170	12-ATF-022619	Real Estate	3507 Hwy 246 S, Ninety Six, Greenwood, SC 29666-9087
171	12-ATF-022661	Real Estate	1224 Emerald Rd., Greenwood, SC 29646
173	12-ATF-022630	Real Estate	204 McArthur ST., Woodroff, SC 29388

	A	B	C
1	CAT No.	Asset Type	Item Description
174	12-ATF-022584	Real Estate	730 West Main Street, Clinton, SC
181	12-ATF-022579	Real Estate	401 N. Main Street, Saluda, SC 29307
184	12-ATF-001249	Vehicles	2000 Dodge Caravan Van VIN:2B4GP2537YR856029
185	12-ATF-001251	Vehicles	2006 Chevrolet Express Van VIN:1GCFCG15XX61213770
186	12-ATF-001261	Vehicles	2004 Chevrolet CG33503 Express Van VIN: 1GBHG31U941110261
187	12-ATF-001861	Vehicles	2004 GMC Savana Cutaway Van VIN:1GDJG31U941912544
189	12-ATF-001940	Vehicles	2004 FRHT Med Conv FL70 Freightliner VIN:1FVABTAK14HM41339
190	12-ATF-001274	Vehicles	2011 BMW M3 Passenger VIN: WBSKG9C57BE79624
195	12-ATF-001254	Vehicles	2005 Suzuki VZ8005k Motorcycle VIN:JS1VS56A252101964
196	12-ATF-001260	Vehicles	1999 Chevrolet 3500 Van VIN:1GBHC34R5XF081934
197	12-ATF-001263	Vehicles	2006 Chevrolet Express Van VIN:1GCFCG15X861200628
198	12-ATF-001270	Vehicles	2008 Audi R8 Passenger VIN: WUAAU34268N006098
199	12-ATF-001868	Vehicles	1999 Chevrolet C3500 Truck VIN:1GBHC34R1XF083227
200	12-ATF-001941	Vehicles	2005 Chevrolet Avalanche SUV VIN:3GNEC12Z35G120089
201	13-ATF-013604	Vehicles	2010 Blue Dodge 1500 VIN: 1D7RV1CT2BS530608
202	13-ATF-013606	Vehicles	2010 Toyota FJ VIN: JTEBU4BF6AK0902288

Anjay Patel, et al - Court No. 5:11cr00031

Non-Forfeited Assets

	A	B	C
1	CAT No.	Asset Type	Item Description
2	12-ATF-004674	Art/Collection	18th Century Silver Coin, NGC Shipwreck Certified w/ Case
3	12-ATF-004675	Art/Collection	Coin and Bill Collection Assorted Values
4	12-ATF-023377	Art/Collection	Approximately 140 assorted collectible coins, small denominations
5	12-ATF-023378	Art/Collection	63 assorted collectible coins valued between \$0.01 - \$1.00
6	12-ATF-012580	Currency	Blue two sided zippered pouch containing (20) \$2.00 bills and (1) \$1.00 bill, US currency
7	12-ATF-001230	Currency	\$500,000 of the seized \$1,447,280.00 (the balance of this sum will be forfeited)
8	12-ATF-023286	Currency	\$25.00 U.S. Currency
9	12-ATF-023287	Currency	\$53.00 U.S. Currency
10	12-ATF-023288	Currency	\$30.00 U.S. Currency
11	12-ATF-023289	Currency	\$52.00 U.S. Currency
12	12-ATF-023290	Currency	\$143.00 U.S. Currency
13	12-ATF-023291	Currency	\$280.00 U.S. Currency
14	12-ATF-023292	Currency	\$146.00 U.S. Currency
15	Not in Cats	Financial	Bank of America Safe Deposit Box 2889 held in the name of Sheena Emmanuel
16	12-ATF-005195	Financial	Bank of America Safe Deposit Box T4207 held in the name of Shilpaben Patel
17	Not in Cats	Financial	American Community Bank aka Yadkin Valley, Safe Deposit Box No. 61100029
18	Not in Cats	Financial	American Community Bank aka Yadkin Valley, Safe Deposit Box No. 61100009
19	Not in Cats	Financial	American Community Bank aka Yadkin Valley, Safe Deposit Box No. 61100022
20	12-ATF-002717	Jewelry	Rolex Watch Oyster Perpetual Dayton SN: 70216
21	12-ATF-002719	Jewelry	Breightling Montbrilliant Chromometre A35330 Watch
22	12-ATF-002720	Jewelry	Movado Men's Luna Watch Movado Men's Luna Watch
23	12-ATF-002965	Jewelry	Stainless Ladies Gucci Watch w/Diamond Chips
24	12-ATF-002968	Jewelry	Fake Gold Toned Gucci Watch
25	12-ATF-002969	Jewelry	Stainless Ladies Gucci Watch
26	12-ATF-002971	Jewelry	Stainless Ladies Gucci Watch
27	12-ATF-002972	Jewelry	Fake Men's Rolex Watch
28	12-ATF-002973	Jewelry	Stainless Ladies Movado Watch
29	12-ATF-002974	Jewelry	Stainless Ladies Geneve Chopara Watch
30	12-ATF-003290	Jewelry	Ivory Bracelet
31	12-ATF-003501	Jewelry	Diamond Bracelet
32	Not in Cats	Jewelry	One gold colored bar engraved with "C169" - ATF Seq# 1428
33	12-ATF-004643	Jewelry	Red Velvet Bag Containing Small Clear Stone, Misc Gold Jewelry, Gold Colored bracelet w/ 6 Green Stones, Gold Stud Earrings w/ Clear Stones
34	12-ATF-004644	Jewelry	Gold Colored Jewelry, 2 Gold Colored Earrings with Red Stones
35	12-ATF-004645	Jewelry	18K W/G Ladies Diamond Chips & Heart Necklace, 14K Assorted Bangle Bracelets, Necklaces, and Earrings, 10K Y/G Heart Ring, 10K W/G CZ Ladies Ring, Assorted Sterling Necklaces & Bracelets, and 14K W/G Ladies Necklace w/Diamond Chip Pendent
36	12-ATF-009226	Jewelry	Small red pouch containing necklace and pendant
37	12-ATF-009233	Jewelry	Small clear plastic jewelry case with assorted jewelry and necklace (purple and green)
38	12-ATF-009237	Jewelry	Plastic jewelry box containing necklance and earrings
39	12-ATF-009240	Jewelry	Plastic jewelry box containing assorted gold colored jewelry
40	12-ATF-009241	Jewelry	Pink necklace jewelry box with "Sonali" name imprinted on lid containing assorted jewelry
41	12-ATF-009242	Jewelry	Soft sided pink with gold trim jewelry bag with name "Sonali" on it containing (9) 1 ounce gold bars seized 1-25-12.

Anjay Patel, et al - Court No. 5:11cr00031

Non-Forfeited Assets

	A	B	C
42	12-ATF-009244	Jewelry	Small pink jewelry bag with gold trim and zipper, name "Sonali" on side, containing gold colored necklace
43	12-ATF-009245	Jewelry	Small cardboard box with floral design containing assorted jewelry
44	12-ATF-009247	Jewelry	Small burgundy velvet bag containing (9) 1 ounce gold bars encased in cellophane and one pair of earring settings seized
45	12-ATF-009248	Jewelry	Red soft sided jewelry bag , assorted wedding jewelry, bag has two zippered compartments
46	12-ATF-009249	Jewelry	Cream colored jewelry bag with name "C.H. Jewellers" containing assorted wedding
47	12-ATF-009250	Jewelry	Small red velvet box containing two bracelets
48	12-ATF-009251	Jewelry	Gold hexagon box with writing "Sonali" on lid containing assorted jewelry
49	12-ATF-009252	Jewelry	Small light brown colored plastic jewelry box (circular) containing assorted jewelry
50	12-ATF-022611	Real Estate	125 Carolina Orchard Rd., Cowpens, SC 29330
51	12-ATF-022571	Real Estate	1215 Greenwood Rd, Laurens, SC
52	12-ATF-022573	Real Estate	607 W. Main Street, Walhalla, SC
53	12-ATF-022578	Real Estate	13780 E. Wade Hampton Blvd., Greer, SC 29651
54	12-ATF-022583	Real Estate	1802 South Main Street, Greenwood, SC 29646
55	12-ATF-022586	Real Estate	401 Janette Street, Conway, SC 29527
56	12-ATF-022588	Real Estate	100 W. Strawberry Blvd., Chadbourne, NC 28491
57	12-ATF-022598	Real Estate	349 2nd Street, Chesterfield, SC
58	12-ATF-022599	Real Estate	401 Black Oak Ct., Spartanburg, SC 29306
59	12-ATF-022616	Real Estate	1700 Wofford ST., Spartanburg, SC 29301
60	12-ATF-022632	Real Estate	660 N Main ST., Woodroff, SC 29388
61	12-ATF-022634	Real Estate	1030 Maxwell Ave., Greenwood, SC 29646
62	12-ATF-022644	Real Estate	120 Abbott Lane, Spartanburg, SC 29307-5446
63	12-ATF-022651	Real Estate	829 S. Church ST., Spartanburg, SC 29306-5435
64	12-ATF-022655	Real Estate	2504 Montague Ave. EXT, Greenwood, SC 29649-9138
65	12-ATF-022659	Real Estate	900 E. Durst Ave. E, Greenwood, SC 29649-2910
66	12-ATF-022665	Real Estate	201 John B. White Sr. BLVD., Spartanburg, SC 29306-6046
67	12-ATF-022668	Real Estate	Highway 56, Laurens, SC Tax Map Parcel 1/905-01-010-001
68	12-ATF-022671	Real Estate	22477 HWY 76 E. Laurens, SC 29360-8438 Parcel:2/901-29-01-037
69	12-ATF-022674	Real Estate	322 West Main ST., Clinton, SC 29325-2333 Parcel: 3/901-12-03-001
70	12-ATF-022677	Real Estate	801 N Harper ST., Laurens, SC 29360 Parcel:4/504-00-00-060
71	12-ATF-022679	Real Estate	Speedy #3- 807 N. Harper ST, Laurens, SC 29360 Parcel:5/906-1002-045 and 044
72	12-ATF-022680	Real Estate	700 Fleming ST., Laurens SC 29360-2524 Parcel:6/906-18-05-026
73	Not in Cats	Real Estate	??15-401 Bypass Bennettsville, SC
74	12-ATF-001944	Vehicle	2011 GMC 1GKS/Denali SUV VIN: 1GKS2MEFXBR144441
75	Not in Cats	Vehicle	GMC Acadia, VIN 1GKER00778J128624 - not seized
76	Not in Cats	Vehicle	Chevrolet 1Z67, VIN 1Z67J5S405599 - not seized
77	Not in Cats	Vehicle	Chevrolet K 1500 Sliverado, VIN 2GCEK19T331211835 - not seized
78	12-ATF-001256	Vehicle	2008 BMW X5 SUV VIN:5UXFE43518L028876
79	12-ATF-001286	Vehicle	2007 GMC Yukon SUV VIN:16KFC16057R418644

1 it cost me to put it in there. And I have the
2 receipt for that.

3 Q And other than putting the glass in,
4 any other structural repairs, roof, foundation or
5 anything of that nature?

6 A No, I have not done anything, but I
7 will tell you, it's going to take a lot.

8 Q Okay.

9 Mr. Blake: No further questions, Your
10 Honor.

11 Mr. McEachin: One second, Your Honor.
12 I don't have any questions, Your Honor.

13 The Court: Pardon?

14 Mr. McEachin: No questions.

15 The Court: Okay. Mr. Blake?

16 Ms. Nichols: I -- I just have one,
17 Your Honor. I just want to get a clarification on
18 the response that Mr. Barfield made.

19 C R O S S - E X A M I N A T I O N

20 By Ms. Nichols:

21 Q Mr. Barfield, you indicated -- you had
22 talked about how much you were paying per year,
23 about 8,500. And then when you were talking about
24 how when you paid the -- the amount for the -- I
25 guess the resulting year after the tax sale, you

1 also indicated, I believe that you said you paid a
2 year back. What year would that have been?

3 A Whenever you go the tax sale --

4 Q Uh-huh.

5 A Whenever you go to the tax sale, they
6 -- they have an amount that they auction off,
7 okay. And the amount was taxes which was 15,281
8 dollars. Okay. So the redemption period went
9 through -- went completely through. You get --
10 you get 365 days plus one day.

11 Q Yes, sir.

12 A And on the redemption period. So what
13 I did was, was I -- I -- when I realized that I
14 was going to get the property, I made sure that --
15 I made sure that -- that my 15,281 dollars -- for
16 me to go pick up a deed on the tax sales, I have
17 to pay the recording fee. I have to pay -- pay
18 the deed preparation and I have to pay the
19 existing taxes that are owed. Okay. So I had to
20 pay the -- the year that was there and then the
21 2014 taxes were not paid. So I paid that -- that
22 -- I think the taxes were a little bit less. So I
23 think it was like 7,900 dollars that year.

24 Q So you -- so you paid for the 2014
25 taxes even though --

1 A 2014, '15, '16, '17, '18, '19 and --

2 Q Even though the property didn't go up
3 for failure to pay for the 2014 taxes?

4 A Yeah. I just the paid the fees that I
5 was -- that I was supposed to pay.

6 Q That they told you, you had to pay?

7 A That's right.

8 Q Okay. All right.

9 Ms. Nichols: Nothing further, Your
10 Honor.

11 Mr. Blake: Nothing further for
12 Mr. Barfield, Your Honor.

13 The Court: You may step down.

14 The Witness: Okay. Thank you, sir.

15 Mr. Blake: Your Honor, I'd like to
16 call Ms. Paige Holsapple.

17 The Court: Good morning, Miss --
18 Ms. Paige. How about, if you would, put your left
19 hand on the Bible and raise your right hand. The
20 evidence you shall give be the truth and nothing
21 but the truth so help you God?

22 The Witness: I do.

23 The Court: Thank you, ma'am.

24 D I R E C T E X A M I N A T I O N

25 By Mr. Blake:

1 Q Ms. Holsapple, state your full name
2 for the record, please.

3 A Paige Poston Holsapple.

4 Q And what is your current position with
5 the County?

6 A Deputy treasurer.

7 Q Okay. And about how long have you
8 served with the treasurer's office?

9 A Over 27 years.

10 Q Okay. And about how long have you
11 served as the deputy treasurer?

12 A About 15 years.

13 Q Okay. And what is a general
14 description of your duties as deputy treasurer?

15 A My responsibilities include the
16 collection of delinquent taxes, assessments,
17 penalties and costs charged against any property
18 in Florence County to which the county treasurer
19 has issued a tax execution.

20 Q Okay. And we're here today for the --
21 the Corner Store property. Do you have the map
22 block and parcel number on that piece of property?

23 A Yes. It's 90013-03-001.

24 Q Okay. And that property is here in
25 Florence County?

1 A Yes.

2 Q And -- and what -- about what street
3 is that on or -- or what area is that on?

4 A The property description provided by
5 the tax assessor's office is South Cashua Road,
6 lots one through three.

7 Q Now, was there an issue with failure
8 to pay taxes on that property?

9 A A tax execute -- execution was issued
10 for the 2015 tax year.

11 Q Okay. And at that time, who was the
12 -- the owner of that property?

13 A The Corner Store, Inc.

14 Q And you indicated that a tax execution
15 was -- that was issued for the 2015 taxes, what
16 was the date of that execution?

17 A March 28th, 2016.

18 Mr. Blake: Your Honor.

19 By Mr. Blake:

20 Q Paige, I'm going to show you a
21 document. What -- what is that document that's
22 before you?

23 A It's our execution letter.

24 Q Okay. And what's the date on the --
25 on that particular execution letter?

1 A March 28th, 2016.

2 Q And is that a copy of the execution
3 that you referenced in your testimony?

4 A Yes.

5 Q Okay. And again, that -- that
6 execution against the Corner Store as the -- the
7 owner at that time?

8 A The Corner Store, Inc.

9 Q Okay.

10 Mr. Blake: Your Honor, we're going to
11 put that execution in -- in as plaintiff's 1.

12 The Court: Any objection?

13 Mr. McEachin: No objection.

14 (Plaintiff's exhibit number 1
15 marked for identification.)

16 Mr. McEachin: Your Honor, is
17 Ms. Holsapple's microphone turned on? I'm having
18 trouble hearing.

19 The Court: I'm not sure. There's a
20 green light there at the base. Is it on?

21 The Witness: It's on.

22 The Court: Okay. If you'll try to
23 speak into it.

24 By Mr. Blake:

25 Q After the execution, was a delinquent

1 notice sent to the tax payer?

2 A Yes. On April 12th, 2016, we sent a
3 delinquent notice to the Corner Store, Inc. at
4 1252 Overbrook Drive, Suite 7B, Gaffney, South
5 Carolina 29341.

6 Q You indicated that was April 12th of
7 2016?

8 A Yes.

9 Q And that document that's before you,
10 is that a copy of the notice that was sent to the
11 defaulting tax payer or delinquent tax payer?

12 A Yes. Well, the top copy is.

13 Q Okay. And what's showing on the
14 bottom copy?

15 A That's actually the certified that was
16 mailed in May.

17 Q Okay. All right.

18 A The signature of the certified.

19 Q Okay. So again, that top copy
20 reflects the -- the delinquent notice that was
21 sent on April 12th of 2016?

22 A Yes.

23 Q Okay.

24 Mr. Blake: Your Honor, we're going to
25 put that in as plaintiff's 2.

1 The Court: Any objection?

2 Mr. McEachin: No objection.

3 The Court: Any objection,

4 Ms. Nichols?

5 Ms. Nichols: No, Your Honor.

6 The Court: Thank you.

7 (Plaintiff's exhibit number 2

8 marked for identification.)

9 By Mr. Blake:

10 Q All right. So were -- after that
11 certified delinquent notice is sent to the
12 delinquent tax payer?

13 A Yes.

14 Q Okay. And what -- when were those
15 delinquent notices mailed?

16 A The certified delinquent notice was
17 mailed on May 20th, 2016.

18 Q Okay.

19 A To the same address and defaulting tax
20 payer.

21 Q Okay. And was that delinquent notice
22 claimed?

23 A Yes. It was claimed by Nathan Ramsey.

24 Q Okay. And that document that's before
25 you, is that a copy of the -- the card associated

1 with that certified delinquent notice?

2 A Yes.

3 Q Okay.

4 Mr. Blake: Your Honor, we'd put that
5 in as plaintiff's 3.

6 The Court: Any objection?

7 Mr. McEachin: No, sir.

8 (Plaintiff's exhibit number 3

9 marked for identification.)

10 By Mr. Blake:

11 Q And you indicated that that was
12 claimed. Was the property then levied upon?

13 A No.

14 Q Okay. And then after that, was the
15 property advertised?

16 A Yes. It was advertised in the News
17 Journal on September 14th, September 21st and
18 September 28th of 2016.

19 Q Okay. After that, when was the
20 property sold?

21 A It was sold at our tax sale on October
22 3rd, 2016.

23 Q Okay. And how much was the property
24 sold for?

25 A 15,281 dollars.

1 Q And there -- there were some questions
2 earlier, what years were captured by the 15,281
3 dollars?

4 A The 2015 and 2016 taxes.

5 Q Okay. And to whom was the property
6 sold?

7 A Ronald Edwin Barfield, Junior.

8 Q And after the sale, when were
9 redemption notices sent?

10 A September 6th, 2017.

11 Q I'm going to show you three documents.
12 Are those copies of the redemption notices that
13 were sent in this matter?

14 A Yes.

15 Q Now, why were there three separate
16 redemption notices sent?

17 A Well, we sent one to the Corner Store,
18 the defaulting tax payer at the address on record.
19 And we did a search with the South Carolina
20 Secretary of State to try to find a registered
21 agent for the Corner Store, in which came back as
22 Nathan Ramsey. We also did an Accurant search
23 with Lexis Ne--- Lexis Nexis to try to find a good
24 address for Mr. Ramsey and found two that we
25 thought could be a good address. So we sent

1 Nathan Ramsey two notices at two different
2 addresses.

3 Q Okay. And were -- were any of those
4 notices claimed?

5 A We sent one to Nathan Ramsey at 192
6 Lois Drive, Gaffney, South Carolina and it was
7 claimed by a Jane Ramsey.

8 Q Okay. All right.

9 Mr. Blake: Your Honor, we're going to
10 put those three delinquent notices in as --
11 redemption notices in as plaintiff's 4.

12 Mr. McEachin: No objection.

13 Ms. Nichols: No objection.

14 The Court: Without objection.

15 (Plaintiff's exhibit number 4
16 marked for identification.)

17 By Mr. Blake:

18 Q Was the property at any point redeemed
19 subsequent to those notices?

20 A No.

21 Q Was a -- a deed issued to the tax sale
22 purchaser?

23 A Yes. We issued a deed to Mr. Ronald
24 Edwin Barfield, Junior, which was recorded on May
25 9th, 2018.

1 Q And is that a copy of the deed that
2 was issued to Mr. Barfield?

3 A Yes.

4 Q Okay.

5 Mr. Blake: Your Honor, we'd put that
6 as plaintiff's 5.

7 The Court: Without objection?

8 Mr. McEachin: No objection.

9 Ms. Nichols: No objection.

10 (Plaintiff's exhibit number 5
11 marked for identification.)

12 By Mr. Blake:

13 Q Did the -- the tax sale produce any
14 overage?

15 A No.

16 Q Okay. Paige, prior to Mr. Barfield
17 filing this title action, have you -- or did you
18 hear from any parties claiming to have an interest
19 in this property?

20 A I don't think so. I don't remember
21 when Mr. Malloy was notified --

22 Q Okay.

23 A -- by the United States Attorney.

24 Q Okay. So your -- I guess, your first
25 recollection of when you heard any issue was from

1 the U.S. Attorney?

2 A Yes.

3 Q Okay.

4 A That I recall.

5 Q Based on your review of --

6 The Court: Excuse -- excuse me.

7 By Mr. Blake:

8 Q -- the file --

9 The Court: Excuse me, Mr. Blake. Did
10 I understand you, Ms. Paige, that was after the
11 sale that you heard through --

12 The Witness: Yes.

13 The Court: -- Mr. McEachin something
14 about the U.S. Attorney's Office?

15 The Witness: Yes, sir.

16 The Court: After the sale?

17 The Witness: Yes, sir.

18 The Court: Okay.

19 By Mr. Blake:

20 Q Paige, based on your review of the
21 file, do you feel as if the -- the law --

22 A I --

23 Q -- has been foll---

24 A I -- I -- when I see something --

25 Nathan Ramsey did call our office prior to issuing

1 a deed, but said he had no interest. He said he
2 -- all he did was call and just said, why would we
3 send him a notice?

4 Q Okay.

5 A And he said, he nor the federal
6 government had any interest in the property.

7 Q Okay.

8 A But we had no paperwork to back that
9 up.

10 Q Okay. Based on your review of the
11 file, do you feel as if the statutory requirements
12 have been followed in regard to this tax sale?

13 A Yes.

14 Mr. Blake: No further questions, Your
15 Honor.

16 Mr. McEachin: I don't have any
17 questions, Your Honor.

18 The Court: Ms. Nichols?

19 Ms. Nichols: Yes, sir. I do.

20 C R O S S - E X A M I N A T I O N

21 By Ms. Nichols:

22 Q Ms. Holsapple, does a -- anyone by the
23 name of P as the first name or first initial, the
24 initial of the first name and Miles work for
25 Florence County Treasurer?

1 A Yes.

2 Q Does this person still with for
3 Florence County?

4 A No.

5 Q They don't. Okay. Was P. Miles
6 working with Florence County in the year 2015?

7 A I believe so.

8 Q Did -- is this a female or a male, so
9 I know how to address him as Mister or Misses.

10 A Female.

11 Q Female. Did Ms. Miles ever indicate
12 if she had received any telephone correspondence
13 from the U.S. Attorney's Office regarding
14 forfeiture on --

15 A Yes.

16 Q -- this property?

17 A Back in -- prior to the 2015 tax sale.

18 Mr. McEachin: Your Honor, I -- I -- I
19 object as to the relevance of the U.S -- the
20 federal government has waived any interest in this
21 property in regards to the tax sale.

22 Mr. Blake: And Your Honor, I would
23 join him in that objection. Of course, that's
24 part of the agreement we reached with the federal
25 government was they were -- they were waive any

1 objection to the tax sale. Of course, this party
2 is trying to delve back into that despite the fact
3 according to the agreement with the
4 U.S. Attorney's Office.

5 The Court: Ms. Nichols, would you ask
6 the question again?

7 Ms. Nichols: Yes, Your Honor. We do
8 feel that it's relevant because it is our
9 contention and our belief that at the time the tax
10 sale occurred, this property was under federal
11 forfeiture for some actions undertaken by several
12 defendants, in which this property was part of the
13 -- the issues the federal government was raising
14 and then filed an indictment back in 2011.

15 Our contention and the reason why we
16 feel it's relevant is if the County knew it was
17 under federal forfeiture, it should have never
18 gone up for sale. Because part of the procedures
19 in the federal forfeiture is that any third-party
20 interest that they can ascertain is sent out
21 notice. We have indications from the -- the
22 federal government through an email through one of
23 the U.S. Marshal's as well that the County had
24 been put on notice and had been served with the
25 forfeiture proceedings and it outlines forfeiture

1 proceedings. No claim was filed, so the -- the
2 property stayed and was not litigated as to the
3 County's interest in the property.

4 It has only been recent that the
5 federal government -- and that was back in
6 February of this year, released the -- this
7 property from their forfeiture. So to say it's
8 not relevant, I -- I think it's very relevant
9 because at the time of the tax sale, it was under
10 a federal forfeiture. And I can pull up the
11 federal forfeiture laws where it said that, you
12 know, no third-party -- I'm trying to find the
13 exact law for you. But basically, no third-party
14 interest can be adjudicated until they file a
15 claim. And that's why we feel it's relevant.
16 That if the County was aware of the forfeiture
17 going into the tax sale and they were asked to
18 cease and desist from the tax sale, it was still
19 put up for tax sale from 2015 taxes and 2016.

20 Mr. McEachin: Your Honor, may I
21 respond?

22 The Court: Go ahead.

23 Mr. McEachin: If that what
24 Ms. Nichols says is correct. There was an
25 indictment filed in 2011 involving Mr. Patel --

1 Mr. Anjay Patel. And Your Honor, under -- I
2 don't remember that code section. Under the 21
3 U.S.C. section 853, the United States of America
4 will own the property until the forfeiture is
5 filed. That's a right of the copy interest of the
6 United States of America to assert. And the
7 United States of America has waived that property
8 interest. So it's our position that Mr. Patel or
9 the Patel Trust cannot now step in the shoes of
10 the United States. It's not the Patel Trust
11 interest that's protected by 21 U.S.C. 853. It's
12 the United States. And as far as any -- any other
13 propriety of the tax sale, it -- it's our
14 contention that was it proper under the statute
15 and there's not a -- an ability of the Patel Trust
16 to step into the shoes of the United States.

17 The Court: Was a forfeiture -- was a
18 forfeiture against Mr. Patel individually or was
19 it against the Corner Store, L.L.C.? I believe it
20 is or whatever --

21 Mr. McEachin: Well, the indictment --
22 indictment was against Anjay Patel and others.
23 But in the forfeiture notice it lists assets owned
24 by Corner Store, L.L.C. That's not in the -- it's
25 not in the caption of the indictment, but it is in

1 the body of the indictment. In the forfeiture
2 portion of the indictment.

3 Ms. Nichols: Your Honor, if I may,
4 the forfeiture portion of the indictment also
5 specifically lists this specific property, the
6 Cashua address.

7 Mr. McEachin: It does. I -- I don't
8 dispute that.

9 The Court: Proceed on a bit and I'll
10 sort it out. This is a court of equity and I'll
11 sort it out.

12 Ms. Nichols: Okay.

13 Mr. McEachin: Okay.

14 By Ms. Nichols:

15 Q I can't remember what question I asked
16 now. I believe I asked if Ms. Miles had ever
17 communicated to the county treasurer that she had
18 received notice of the forfeiture either by way of
19 telephone or email prior to the tax sale of the
20 2015 taxes? I think that's what I asked.

21 A Prior to the 2015 tax sale, Ms. Miles
22 spoke with the treasurer at that time and just
23 said she had received a call that it was involved
24 in some type of federal jurisdiction and was under
25 litigation. At that time, that was prior to the

1 '15 tax sale. The Treasurer, Mr. Fowler,
2 instructed us not to take it to the '15 tax sale.
3 So we did not include it in the 2015 tax sale for
4 -- for delinquent '14 taxes.

5 Q But you did put it up for the 2016 tax
6 sale?

7 A We did. And once a title -- our title
8 abstractor -- I had several people to -- that I
9 asked to check the -- for any liens, for any --
10 for this federal lien because I had a note in the
11 system that there was one and no one was able to
12 find it.

13 Q Do you know that -- do you have
14 anything in the record that ever shows where the
15 actual forfeiture -- it's a packet usually about
16 that thick, was received by the -- the county
17 treasurer?

18 A No.

19 Q Is there an individual by the name of
20 J. Wilson that works for Florence County at the
21 receptions or front desk at 181 North Irby Street?
22 This would have been back in 2013.

23 A I have no idea.

24 Q You have no idea. Okay. I believe in
25 some of your testimony with Mr. Blake, you -- you

1 indicated that the U.S. Attorney's Office also got
2 involved after the sale, but was that before the
3 deed was issued, the tax --

4 A Yes.

5 Q -- deed? It was --

6 A I --

7 Q -- before the tax deed was issued?

8 A No. I -- I don't know. I --

9 Q Okay.

10 A It appears as if it was after the deed
11 was issued.

12 Q Does the County keep records of who --
13 The Court: Excuse -- excuse me a
14 minute. After two -- 2015 is when you got what?

15 The Witness: That I was --
16 Mr. McEachin was notified by the U.S. Attorney, it
17 was after the deed was issued.

18 The Court: Okay. Proceed.

19 Ms. Nichols: Give me one minute, Your
20 Honor.

21 By Ms. Nichols:

22 Q Ms. Holsapple, the -- one of the --
23 the exhibits -- and I'm sorry, I didn't write the
24 numbers down, but in the -- in the notice of levy
25 that was introduced, it indicates that the tax

1 sale is held on November the -- or October the
2 3rd, I believe. Is that correct?

3 A Yes.

4 Q In that notice, it indicates that the
5 taxes must be -- and I'm going to read straight
6 from it. It said, if these tax assessment
7 penalties and costs are not paid before
8 10/03/2016, the property must be duly advertised
9 and sold for delinquent property taxes,
10 assessment, penalties and costs. Does the
11 defaulting tax payer have -- do they have to pay
12 it before 10/03 or do they have until the day of
13 sale on 10/03 they pay the taxes?

14 A Before 10/03.

15 Q Would the County accept the payment on
16 the day of sale?

17 A No.

18 The Court: And I believe that is
19 standard practice.

20 The Witness: Yes, sir. In our
21 county, at least.

22 By Ms. Nichols:

23 Q Does the County keep any records about
24 how the tax payments get made prior to any
25 delinquency, like who the check is from, who

1 brings it in, who the receipt is issued to?

2 A No.

3 Q Do you have any --

4 A The only way we could find -- is if --
5 if it was paid by a check, we could get a copy of
6 the check from the bank. We would have to request
7 it, but it's not something we keep.

8 Q So you don't keep copies of the checks
9 or who the -- who brought the check in, you
10 don't --

11 A On a regular payment, no.

12 Q No, if they brought it into the off---
13 if they brought it into the treasurer's office to
14 pay?

15 A No.

16 Q Okay. Are the receipts issued in the
17 name of the defaulting tax payer?

18 A Yes.

19 Q Or this -- and if someone else pays
20 it, is the receipt still issued in the name of the
21 defaulting tax payer or the person that brought
22 the receipt in?

23 A The defaulting tax payer.

24 Q Okay. And as part of the tax sale
25 process, do you undertake or do you have a title

1 search undertaken in the process of the tax sale
2 process at some point to ascertain who has an
3 interest in the property?

4 A After -- after the tax sale and prior
5 to the end of the redemption period, we have a
6 title abstractor that does title work for us.

7 Q And did that abstractor indicate any
8 other interest other than the Corner Store in
9 this --

10 A No.

11 Q -- in this search? Ms. Holsapple,
12 were you ever made aware of an assignment of rents
13 and leases that was filed with the county?

14 A Yesterday.

15 Q I'm sorry. What was that?

16 A Yesterday.

17 Q Yesterday. All right. So that was
18 not revealed in the title search?

19 A No.

20 Q I get a little messy when I'm flipping
21 through papers. Ms. Holsapple, I've -- I've shown
22 the other attorneys and they've seen this. And
23 I'm going to show it to you just to see if you've
24 ever seen this document before. And this document
25 we obtained through the -- the clerk of court's

1 office when we -- when we ran a search for -- on
2 Corner Store and then also just cross referencing
3 with the Patel's.

4 A Mr. Malloy showed it to me yesterday.

5 Q Yesterday. But this document did not
6 show up in your title search?

7 A No.

8 Q Do you see where there is a recording
9 stamp from the clerk of court on this document?

10 A Yes.

11 Q What's the date of that recording
12 stamp?

13 A Well, it was recorded February 23rd,
14 2012 and rerecorded on April 2nd, 2012.

15 Q And then who is the assignor in that
16 document?

17 A Corner Store, Inc.

18 Q Okay. And who is the assignee?

19 A Nilesh Patel, Trustee of Anjay
20 R. Patel.

21 Q And is there a property description
22 that covers the property of this assignment?

23 A Yes.

24 Q All right. Is that the property that
25 is the subject of --

1 A Yes.

2 Q -- that tax sale?

3 A All right.

4 Ms. Nichols: Do you have any problems
5 with this coming in as an exhibit?

6 Mr. McEachin: I'm sorry?

7 Ms. Nichols: Do you have any problems
8 with this coming in an exhibit --

9 Mr. McEachin: The --

10 Ms. Nichols: This --

11 Mr. McEachin: -- assignment? No.

12 Mr. Blake: None from me.

13 Ms. Nichols: Your Honor, I'd like to
14 introduce this assignment of rents and leases.

15 It's stamped --

16 Court Reporter: Do you want to mark
17 this as 1?

18 Ms. Nichols: That'll be fine.

19 (Defendant's exhibit number 1
20 marked for identification.)

21 Ms. Nichols: May I have my copy of
22 that?

23 The Witness: Yeah. Absolutely.

24 Ms. Nichols: Thank you.

25 By Ms. Nichols:

1 Q I'm going to give you a copy of an
2 email. And we're going to look at the second page
3 first just to see if you've ever seen a copy of
4 that email.

5 A I -- I have a copy in my file.

6 Q Okay.

7 A But I do not know when it was given.

8 Q Okay. But at that time, we had
9 established earlier that Ms. Miles was, in fact,
10 an employee of Florence County within the
11 treasurer's department.

12 A Yes.

13 Q Okay. And that is the correct email
14 address at that time? It may have changed.

15 A Yes.

16 The Court: Could you identify what
17 the email is?

18 Ms. Nichols: Yes, sir. This is an
19 email. The first page is an email of some
20 correspondence between a Lisa Maguire, Ms. Sonya
21 Adams -- who Ms. Adams is a -- is with the United
22 States Marshal Service. And she's actually here
23 today as a witness to be able to authenticate
24 this. And the second page of the email is once
25 again, where Ms. Adams was copied on it and it's

1 between Lisa Maguire and P. Miles of
2 florencecounty.org. And it just discusses about a
3 conversation of this date and it is dated November
4 the 2nd, 2015, that Florence County will desist
5 tax sale activities as it relates to the following
6 property. And it lists 905 Cashua Drive,
7 Florence, South Carolina 29501 and indicates the
8 tax map number. And that email is dated November
9 the 2nd, 2015.

10 The Court: Fifteen?

11 Ms. Nichols: 2015. Yes, sir. The
12 email goes on to reflect --

13 Mr. McEachin: I -- I -- and I'm not
14 sure if you'll introduce this document. I -- I
15 still maintain the same objection as to the
16 relevance of the emails.

17 The Court: I understand. And I'll --
18 I'll overrule it.

19 Ms. Nichols: The email goes on, I
20 understand -- it is understood that this property
21 has been forfeited to the United States per
22 preliminary order of forfeiture, which is subject
23 only to valid third-party claims. And it says, as
24 the third-party claims are actively being
25 litigated, this property remains under the

1 jurisdiction of the U.S. District Court. A notice
2 of forfeiture and preliminary order of forfeiture
3 was previously transmitted to the Florence County
4 Treasurer's Office via Fed Ex on November 6 --
5 26th of 2013.

6 The Court: You want to offer that as
7 an --

8 Ms. Nichols: Yes, sir --

9 The Court: -- exhibit?

10 Ms. Nichols: -- I would. Any
11 objections?

12 Mr. McEachin: Yeah, I do object.
13 I've already -- I've already put my objection on
14 the record, I think. My objection is for
15 relevance, Your Honor. It's dealing with the
16 United States of America's position, not Patel
17 Trust position.

18 Mr. Blake: And again, we -- we join
19 in that objection. We -- we resolved it, the
20 United States of America, Your Honor.

21 The Court: I think it's been
22 resolved, but for -- for the time being, I'm going
23 to admit it. I'll sort it out.

24 Ms. Nichols: The email is our exhibit
25 number 2.

1 (Defendant's exhibit number 2
2 marked for identification.)

3 By Ms. Nichols:

4 Q Ms. Holsapple, in -- in regards to the
5 redemption notices, I believe you indicated that
6 there were three that were sent out. The first
7 one, I believe, was indicated it was sent to the
8 Corner Store, Inc. at an address of Overbrook --
9 Overbrook Drive, Suite 7B in Gaffney. Is that
10 correct?

11 A Yes.

12 Q And that was the address that the
13 County ascertained was the best address available
14 for the Corner Store. Correct?

15 A Yes, it is.

16 Q And that was unclaimed. Correct?

17 A Yes.

18 Q On the second notice, which was sent
19 to a Nathan Ramsey at 161 Easy Street. Was
20 Mr. Ramsey an -- an owner of record, a grantee or
21 mortgagee or lessee under the property?

22 A No, not that I'm aware. He was a --
23 the agent that I -- we found with South Carolina
24 -- South Carolina Secretary of State.

25 Q And this notice did not indicate other

1 than just who their reference was, it didn't -- it
2 wasn't -- this letter was not addressed to the
3 owner of record. Correct? The mortgagee or the
4 lessee.

5 A No.

6 Q And the third notice was sent to a
7 Nathan Ramsey at Lois Drive. Let me go back.
8 That second notice, it was unclaimed as well.
9 Correct?

10 A Right.

11 Q And then on the third notice, that --
12 that notice was issued to Nathan Ramsey. Correct?
13 That Lois Drive.

14 A Yes.

15 The Court: Excuse --

16 By Ms. Nichols:

17 Q Was there a notice claimed?

18 The Court: Excuse me a minute. Do I
19 recall though your prior testimony was that you
20 discovered Mr. Ramsey's name through a search at
21 the secretary of state's office and -- and found
22 that he was an agent for service?

23 The Witness: Yes, sir.

24 The Court: Thank you.

25 By Ms. Nichols:

1 Q And was this third notice received,
2 the one that was to Lois Drive? Let me clarify
3 that.

4 A Yes. It was claimed by a Jane Ramsey.

5 Q And was that sent certified mail,
6 restricted delivery?

7 A Yes.

8 Q Ms. Holsapple, in regard to the tax
9 sale that happened in 2016, if the twenty -- the
10 tax sale for 2015, you were going to hold that
11 off, when would that tax sale in 2015 have been?

12 A October.

13 Q Did any of the notices regarding the
14 delinquency of the 2014 taxes go out?

15 A Yes.

16 Q Why if the property was under
17 forfeiture and the County had -- the County was
18 aware of it, why did the twenty---

19 A Well, actually, we weren't -- we were
20 only told that. We did not have any
21 documentation.

22 Q Why did the twenty--- the tax sale in
23 2016 go through if --

24 A Because we still had no documentation
25 that we knew of that would support the phone call

1 that we got. And prior to issuing a deed, I had
2 several -- our outside attorney, our title
3 abstractor, Mr. Blake -- several people try to do
4 a title search and nothing was found to my
5 knowledge that was -- that was brought to my
6 attention.

7 Q And talking about the tax deed, before
8 it's issued there's that not--- that redemption
9 period in that notice of redemption. I want to go
10 back to that for a second. Who do you typically
11 send those notices of redemption to?

12 A Basically, we send to whoever we can
13 find that might have an interest in the property
14 or -- or is -- excuse me. Or from the information
15 given to us by our title abstractor.

16 Ms. Nichols: I don't have any further
17 questions, Your Honor.

18 The Court: Mr. Blake or Mr. McEachin?

19 Mr. McEachin: I -- I --

20 C R O S S - E X A M I N A T I O N

21 By Mr. McEachin:

22 Q Ms. Holsapple, the -- prior to the end
23 of the redemption period, you would send a notice
24 that the property -- the deed is going to be
25 executed to the owner even when the owner may have

1 sold the property to -- in error -- the mortgagee
2 or a lessee and that's what's required by statute.
3 Isn't that correct?

4 A Yes, sir.

5 Q And is that what you did?

6 A Yes, sir.

7 Q All right.

8 Mr. McEachin: That's all I have.

9 Mr. Blake: And I have nothing
10 further.

11 The Court: Okay. You may come down.

12 Mr. McEachin: Your Honor, may she be
13 excused?

14 The Court: Any objection?

15 Ms. Nichols: Oh, no, sir.

16 The Court: You're excused. But since
17 she's just across the street, if you need
18 anything, she can always be called back.

19 Mr. Blake: And Your Honor, that's the
20 plaintiff's case on the quiet title action.

21 Actually, Your Honor, I do have an affidavit, just
22 of the Guardian ad Litem Nisi, Michelle Sturkie
23 who is a local attorney, was published as the
24 guardian ad litem. She did prepare an affidavit
25 and came, but she's not received any type of

1 response or communication. And I -- I advised the
2 attorney that Michelle got called for trial today
3 and couldn't come, but she did prepare an
4 affidavit. And Your Honor, I guess that'll be --
5 the affidavit of the Guardian ad Litem Nisi,
6 Michelle Sturkie indicating that she did not
7 receive any John Doe or Ms. Doe response would be
8 exhibit 6.

9 (Plaintiff's exhibit number 6
10 marked for identification.)

11 The Court: And that's your case?

12 Mr. Blake: Yes, sir, Your Honor,
13 that's my case.

14 The Court: Mr. McEachin?

15 Mr. McEachin: None. I don't have
16 anything further, Your Honor.

17 The Court: Ms. Nichols?

18 Ms. Nichols: Yes, sir. Your Honor,
19 I'd like to call Ms. Sonya Adams.

20 The Court: Okay. Tell you what,
21 we've been here for a while. Before we start in a
22 different tact, how about let's take about a 10
23 minute break.

24 (Whereupon, a break was taken
25 from the proceedings.)

1 The Court: Let's go back a moment.

2 Mr. McEachin, you didn't think -- as I recall, any
3 of the testimony concerning the government --

4 Mr. McEachin: I'm sorry, Your Honor?

5 The Court: I didn't under--- did I --
6 I -- I'm trying to recall exactly your motion
7 concerning admitting anything about the
8 forfeiture.

9 Mr. McEachin: Yes, sir.

10 The Court: Renew your -- your motion.

11 Mr. McEachin: I'm sorry, Your Honor?

12 The Court: If -- if you would, renew
13 -- renew --

14 Mr. McEachin: Your Honor -- Your
15 Honor, the --

16 The Court: -- it so I can make sure
17 I've got it clear in my mind what's bothering you.

18 Mr. McEachin: Your Honor, the federal
19 -- the United States Code, the statute that gives
20 the right of the United States Government to
21 forfeit property in certain criminal actions. The
22 21 U.S.C. section 853, it gives the -- the United
23 States a property right if there's an indictment
24 of an individual and in that indictment the
25 allegations in the indictment are rightfully

1 forfeit assets of that individual related to the
2 criminal enterprise. Now, I don't dispute that
3 that happened in this case. But that's a property
4 right given to the United States under the statute
5 I -- I cited. That's -- that's not an interest or
6 a right that the Patel Trust can assert in the
7 place of the United States.

8 Now, if the United States has waived
9 it's right of forfeiture, then there is -- there's
10 no ability of the United States now to come and
11 set aside the tax sale. And there -- there's
12 several cases where -- one in South Carolina.
13 Judge Anderson wrote the opinion where we set
14 forth the -- the stat--- the federal statute and
15 the fact that once that indictment is filed, even
16 if you don't file a lis pendens, the United States
17 can come in and stop the tax sale. But that's the
18 United States, Your Honor. It's not Mr. Patel --
19 or not the trust. That's -- that's my -- my
20 argument.

21 The Court: Okay. All right. You
22 want to proceed now, Ms. Nichols?

23 Ms. Nichols: Your Honor, I have
24 actually a copy of that 21 -- that Title 21-853 if
25 you'd like to see it that he referenced in there.

1 But my -- my next witness is -- is Ms. Sonya
2 Adams, Your Honor.

3 The Court: You may call her.

4 Ms. Nichols: Ms. Sonya.

5 The Court: The Court: Ms. Adams, if
6 you would raise -- thank you. The evidence you
7 should give will the truth, the whole truth and
8 nothing but the truth, so help you God?

9 Ms. Adams: Yes, sir.

10 The Court: Thank you, ma'am. Please,
11 have a seat.

12 D I R E C T E X A M I N A T I O N

13 By Ms. Nichols:

14 Q Ms. Adams, will you state your name
15 for the record?

16 A Sonya Adams.

17 Q Ms. Adams, who are you employed by?

18 A The United States Marshal Service.

19 Q And what is your job title within the
20 United States Marshal Service?

21 A District asset forfeiture coordinator.

22 Mr. McEachin: I -- I -- just for the
23 record, I would object to the testimony of this
24 witness if she's being offered to testify
25 concerning the forfeiture proceedings of the

1 United States.

2 Mr. Blake: And I join in that
3 objection, Your Honor.

4 Ms. Nichols: Your Honor, the witness
5 is not called for that -- that reason. She is
6 here to authenticate emails only that are in
7 relation to the forfeiture, which we do feel is --
8 is relevant at this point.

9 Mr. Blake: Your Honor -- and I think
10 those emails were put in already.

11 Ms. Nichols: I just wanted to --

12 Mr. Blake: And --

13 Ms. Nichols: -- get her to
14 authenticate them. That's all.

15 The Court: The cat is out of the bag.
16 Proceed.

17 By Ms. Nichols:

18 Q Ms. Adams, I've introduced this copy
19 of an email in as -- as our defendant's exhibit
20 number 2. We'll start with the second page, if
21 you don't mind. Have you ever seen that email
22 before?

23 A Yes.

24 Q And is that an email from Lisa Maguire
25 with the department -- for the U.S. Attorney's

1 Office to a pmiles@florecenco.org with you copied
2 on it?

3 A Yes.

4 Q And is that -- that email just does,
5 in fact, indicate that Ms. Maguire had a
6 conversation with Ms. Miles on or about November
7 the 2nd regarding desisting tax sale activities?

8 A Yes.

9 Q Okay. And that email also indicates
10 that a notice of preliminary or a forfeiture and
11 preliminary order of forfeiture were previously
12 transferred -- transferred to the county
13 treasurer's office on November 26th, 2013. Is
14 that correct?

15 A Yes.

16 Q And it references 905 Cashua Drive,
17 Florence?

18 A Yes.

19 Q All right. And did you ever follow up
20 with Ms. Miles after that date?

21 A Yes.

22 Q Okay. And did you ever hear back from
23 Ms. Miles?

24 A No.

25 Q All right.

1 whole truth and nothing but the truth so help you
2 God?

3 Mr. Patel: Yes.

4 The Court: Thank you. Because you're
5 wearing a mask, would you pull that little
6 microphone over closer to you?

7 The Witness: Yes, sir.

8 The Court: Thank you. And if you'll
9 try to talk into that, so that I can hear you and
10 the attorneys can hear you and the reporter can
11 hear you.

12 The Witness: Okay.

13 The Court: Thank you.

14 Ms. Nichols: Your Honor, if Mr. Patel
15 is comfortable, can he take the mask off?

16 The Court: It's fine if he's
17 comfortable with it. Thank you.

18 D I R E C T E X A M I N A T I O N

19 By Ms. Nichols:

20 Q Mr. Patel, would you state your name
21 for the record?

22 A Nilesch Patel.

23 Q All right. And -- and where do you
24 live at, Mr. Patel?

25 A 301 Matlock Commons, Spartanburg.

1 Q Okay. Mr. Patel, in what capacity do
2 you serve under the Anjay Patel Trust, what we've
3 also called the Patel Trust today?

4 A 2012, I think.

5 Q I'm sorry, what?

6 A 2012.

7 Mr. McEachin: Your Honor, could he
8 speak --

9 The Court: If you could speak --

10 Mr. McEachin: -- into the microphone.

11 I cannot hear him.

12 By Ms. Nichols:

13 Q What capacity do you serve as the --
14 as the -- for the trust? What is your role with
15 it?

16 A I didn't get it.

17 Q Okay.

18 A I didn't understand that.

19 Q On the Patel Trust that we've talked
20 about a few times today --

21 A Uh-huh.

22 Q -- what is your role within that
23 trust?

24 A I'm the trustee.

25 Q You are the trustee. All right. I'm

1 -- I'm going to hand up a document. I've allowed
2 Mister -- I've given a copy to Mr. McEachin and --
3 and Mr. Blake. And this has been filed with the
4 -- the -- the County office here. Okay. Can you
5 identify that document for the Court?

6 A It's a --

7 Q Yes, sir. Can you identify that
8 document?

9 A It's a --

10 Q Can you tell the Court what that is?

11 A This is trustee's things.

12 Court Reporter: I'm sorry, sir. Can
13 you speak up for me?

14 The Witness: Trustee -- trustee
15 things.

16 By Ms. Nichols:

17 Q And does that name you as the
18 successor or substitute trustee of the Anjay Patel
19 Trust?

20 A Yes, ma'am.

21 Q All right. And on that second page,
22 there is some recording information up there. Can
23 you tell us what date that was filed? It -- it
24 would also be on this front page if that's a
25 little bit easier to see as well.

1 A 2009.

2 Q Okay. And was that -- where was that
3 filed at? Can you -- can you read the stamp
4 information?

5 A In Spartanburg County.

6 Q The recording information. Actually,
7 it'll be on that first page, Mr. Patel.

8 A Oh.

9 Q The very first page. I'm sorry. Can
10 you -- can you tell us where it was filed at?

11 A Florence County.

12 Q Okay. And what date was it -- it
13 filed?

14 A 10/2009.

15 Q Okay.

16 The Court: I'm sorry. I didn't
17 understand.

18 The Witness: 10/2009.

19 Ms. Nichols: Any objection to that
20 being --

21 Mr. McEachin: Say again.

22 Ms. Nichols: Any objection to that
23 being our exhibit?

24 Mr. McEachin: No. No, you have
25 authenticated --

1 Ms. Nichols: The -- the --

2 Mr. McEachin: -- the trust document.

3 No.

4 Mr. Blake: No objection.

5 The Court: Ms. Nichols, I'm sorry, I
6 still didn't understand when it was filed, the
7 date.

8 Ms. Nichols: Your Honor, it says
9 receipted 10/20/2009 --

10 The Court: Thank you.

11 Ms. Nichols: -- with the Florence
12 County Clerk of Court. That will be exhibit 3, I
13 believe.

14 (Defendant's exhibit number 3
15 marked for identification.)

16 By Ms. Nichols:

17 Q Mr. Patel, previously, I had
18 introduced into evidence as an -- as an exhibit
19 rather, a assignment of rents and leases. Have
20 you ever seen this document before?

21 A Yes, ma'am.

22 Q What property does that assignment of
23 rents and leases encompass or what property does
24 it relate to?

25 A It's Delmae.

1 Q I'm sorry. What was that?

2 A Delmae in Florence.

3 Q I -- I -- could you tell one more time
4 right through to the microphone. I couldn't hear
5 that.

6 A Delmae in Florence.

7 Q Okay. And who assigned that -- who
8 assigned these rents and leases over?

9 A Mr. Ramsey.

10 Q And in what capacity is -- was
11 Mr. Ramsey signing this document as?

12 A Because he had no money to pay for the
13 taxes.

14 Mr. McEachin: Your Honor, I couldn't
15 understand. Will you --

16 The Court: Mr. Patel, excuse me.
17 You're going to have to pull that microphone a
18 little closer, so it picks -- you are a very soft
19 spoken person. I can tell that.

20 The Witness: Uh-huh.

21 The Court: But --

22 The Witness: Sorry.

23 The Court: I've got to hear it and
24 these attorneys have to hear it. So if you'll try
25 speaking right into it.

1 The Witness: Okay.

2 By Ms. Nichols:

3 Q Who was the assignor of this document?

4 A Well, Mr. Ramsey signed it over to me.

5 Q Okay. And Mr. Ramsey, did he sign it
6 as an individual or in -- in some capacity for an
7 entity?

8 A I'll look at it.

9 Q Okay. If you look on that -- that
10 third page it says assignor. Tell me who it says
11 the assignor is. It'll be page one. It'll be
12 this page. Who is the assignor up here?

13 A This is -- is this the -- on this?

14 Q Yes, sir. Then --

15 Mr. McEachin: Jennifer, which
16 document was he looking at? This one?

17 Ms. Nichols: This. The very first
18 one. This is the assignment of rents and leases.
19 I'll give you mine. I know it. I'll give you
20 mine. I know it. Yeah, I had entered it
21 previously.

22 By Ms. Nichols:

23 Q So Mr. Ramsey assigned that -- okay.

24 Mr. Ramsey assigned that document to you as
25 trustee --

1 A Yes.

2 Q -- for the Patel Trust?

3 A Yes, ma'am.

4 Q And I believe if you look on page
5 three at the bottom, the very first one because --
6 did he sign that as the president of the Corner
7 Store, Inc.?

8 A Yes, ma'am.

9 Q Okay. And what was your understanding
10 of this document? What did it -- what did it do
11 for you as the trustee?

12 A I didn't get it.

13 Q Okay.

14 Ms. Nichols: Your Honor, we have a
15 translator today. Do you mind if we use them in
16 case there is some issues with maybe how he's
17 understanding how we're phrasing the question?

18 The Court: Any --

19 Mr. Blake: I don't -- I don't have
20 any objection to the translator.

21 The Court: Any objection?

22 Mr. McEachin: I -- I -- I'd like to
23 voir dire the trans-- proposed translator before
24 we do that, Your Honor.

25 The Court: I think so.

1 Ms. Nichols: Okay.

2 The Court: Ms. Nichols:

3 Ms. Nichols: Yes, sir.

4 The Court: Could you and the other
5 two attorneys approach the bench?

6 (Off-the-record discussion.)

7 By Ms. Nichols:

8 Q Mr. Patel, did you ever pay any of the
9 property taxes on the property located at Cashua
10 Drive?

11 A Yes, ma'am.

12 Q What years did you pay for those
13 property taxes?

14 A 2012, '13, and '14.

15 Q Okay. And how did you pay for those
16 taxes? Did you tender a check?

17 A Yeah.

18 Q All right. Were those checks issued
19 -- did the -- I guess the -- the owner of the
20 check, was it issued under the name of the trust?

21 A Yes.

22 Q Okay. And you said you paid those for
23 2011, '12 and '13?

24 A Uh-huh.

25 Q All right. Did you take those

1 By Ms. Nichols:

2 Q Mr. Patel, did you pay taxes because
3 you were instructed not to pay taxes?

4 Mr. McEachin: Your Honor, I -- I
5 object to that as a leading question.

6 By Ms. Nichols:

7 Q Mr. Patel, what is your understanding
8 of when a settlement agreement was reached with
9 the federal government regarding the forfeiture of
10 this property?

11 A 2015 -- 2015.

12 Q This -- I'm -- I'm asking about the
13 settlement of the property. Not -- not when the
14 property was sold or when it was seized, but
15 when --

16 A This year.

17 Q When -- of 2020?

18 A Yes.

19 Q You said this year?

20 A Yes.

21 Q Correct? Okay. All right. And at
22 that time, the federal government -- it's your
23 understanding in 2021, the federal government and
24 -- and the Patel Trust reached an agreement to
25 re--- release the property from the forfeiture?

1 A Yes, ma'am.

2 Q So it has been under forfeiture since
3 2011 when the indictment was first handed down?

4 A Right.

5 Q Correct?

6 Ms. Nichols: Your Honor, I don't have
7 anything further for Mr. Patel at this time.

8 The Court: Mr. Blake?

9 Mr. Blake: Your Honor, we'll yield to
10 the County at this point.

11 C R O S S - E X A M I N A T I O N

12 By Mr. McEachin:

13 Q Mr. Patel, Nathan Ramsey in 2012 was
14 the president of Corner Store, Inc. Is that
15 correct?

16 A Yes, sir. Yes, sir.

17 Q And he -- he was also the registered
18 agent?

19 A Yes. He's the president.

20 Q Beg your pardon?

21 A He's the president of Corner Store,
22 Inc.

23 Q Okay.

24 Mr. McEachin: May I have one moment,
25 Your Honor? That's all I have, Your Honor.

1 Ms. Nichols: Your Honor, I'd like to
2 re-direct one question to Mr. Patel, please.

3 The Court: Proceed.

4 R E D I R E C T E X A M I N A T I O N

5 By Ms. Nichols:

6 Q Mr. Patel, can you explain for the
7 Court what the relationship other than the
8 assignment of rents and leases is between the
9 Patel Trust and the Corner Store?

10 A He turned over -- he turned over to me
11 everything.

12 Q Can -- can you speak up just a little
13 bit for us?

14 A Yeah.

15 Q Okay.

16 A He turned over to me everything
17 because he didn't have money to pay for the taxes
18 and all.

19 Q Okay. When you say he turned over
20 everything --

21 A The trust.

22 Q -- can you explain that for us? Can
23 you explain what you mean by everything?

24 A I mean, the Delmae store.

25 Q Okay. So you said he didn't have

1 money for the taxes. What taxes specifically are
2 you referring to?

3 A For property taxes.

4 Q Okay. And -- okay. Did Mr. Ramsey
5 forward to you the tax bill each year?

6 A Yes, ma'am.

7 Q All right.

8 A The end of that, he -- he give up --
9 show me nothing.

10 Q I'm sorry. What was that?

11 A After '15, he -- he -- he never give
12 me nothing.

13 Q After '15 he didn't give you anything?

14 A Right.

15 Q All right. Did he ever explain why he
16 didn't give you anything?

17 Mr. McEachin: Your Honor, I object.

18 Mr. Blake: Your Honor --

19 Mr. McEachin: This is hearsay.

20 Ms. Nichols: Okay.

21 By Ms. Nichols:

22 Q Why do you believe he didn't give you
23 anything?

24 Mr. McEachin: Your Honor, that's
25 asking for -- guessing what somebody else might

1 have been thinking. I object to it as a
2 conjecture beyond this witness's personal
3 knowledge of what -- what Mr. Ramsey may or may
4 not have been --

5 Ms. Nichols: I'll withdraw.

6 Mr. McEachin: -- doing.

7 Ms. Nichols: I'll withdraw the
8 question. Nothing further, Your Honor for
9 Mr. Patel.

10 Mr. McEachin: I don't have any
11 questions.

12 Mr. Blake: Nothing further.

13 Ms. Nichols: You can step down.

14 The Court: Anything further?

15 Ms. Nichols: Your Honor, do you mind
16 for one moment?

17 The Court: Sure.

18 Ms. Nichols: I just want to -- I want
19 to ask Mr. Patel -- I think he's got to take some
20 medication, so I was going to see if it was okay
21 if we excuse him?

22 The Court: If he could be excused?

23 Ms. Nichols: Yes, sir.

24 The Court: Any objection?

25 Mr. McEachin: No objection.

1 Mr. Blake: No objection.

2 Ms. Nichols: He just needs to take
3 some medicine. I don't want him to be --

4 The Court: Yeah, without --
5 without --

6 Ms. Nichols: -- behind on that.

7 The Court: -- objection.

8 Court Reporter: I -- I have one spell
9 question before he leaves if that's all right.

10 The Court: Okay.

11 Court Reporter: The name of the
12 street you live on, sir, can you spell that for
13 me?

14 Ms. Nichols: The name of the street.
15 Will you write it down for me?

16 The Witness: Write it down?

17 Ms. Nichols: Yes, sir. All right. He
18 has written 301 Matchlock, M-A-T-C-H-L-O-C-K,
19 Commons, Spartanburg, South Carolina 29302.

20 Court Reporter: Thank you.

21 Ms. Nichols: He -- he -- he would
22 like to stay, Your Honor. I have no further
23 witnesses, Your Honor.

24 The Court: Okay. Anything further,
25 Mr. Blake?

1 Mr. Blake: No, sir. Nothing further,
2 Your Honor.

3 Mr. McEachin: No, sir.

4 The Court: All right. Any -- any
5 cases that would be appropriate for me to review
6 that you would like to submit, any of you?

7 Ms. Nichols: Your Honor, I would.
8 There is the case of Bruno -- and I can give you
9 my copy, but it's got my -- my notes on it. But
10 it's Bruno v. Hawkins. I think that's how it's
11 captioned. It's Hawkins versus Bruno Yacht Sales
12 353 S.C. 31. And it dealt -- this case deals with
13 tax sales and the artificial deadlines that could
14 be set by the notices. It specific---
15 specifically dealt with, you know, the County
16 setting a date for which taxes could be paid. And
17 -- and in that case, it said that, you know, the
18 statutes don't provide that the County set a date
19 other than the tax sales date after which the tax
20 payer can no longer pay for his delinquent taxes
21 before the County could begin advertising. That
22 would be the relevant case I have to submit, Your
23 Honor.

24 The Court: Do you have a copy you
25 could hand up?

1 clerk of court's office when our abstractors do a
2 search it says, we found this by accident and this
3 was never index in that and the grantee was
4 mis-indexed. They have the grantor or the grantee
5 mixed or they got the names completely wrong or
6 misspelled it. I -- I -- I understand it, Your
7 Honor. I really do. But it -- it was in the
8 county records as the assignment of the Corner
9 Store. The assignee was the Patel Trust. And
10 that assignment of rents and leases is a transfer
11 of some interest in the property.

12 The Court: Let me give this back to
13 you, please, ma'am. Thank you.

14 Ms. Nichols: Thank you.

15 The Court: Well, notwithstanding
16 that, the government, as I understand
17 Mr. McEachin's statement has waived any claim, any
18 right, any interest in this property.

19 Mr. McEachin: That's correct, Your
20 Honor.

21 Mr. Blake: Yes, sir, Your Honor.

22 Ms. Nichols: Your Honor, with my
23 understanding, that when the settlement agreement
24 was re--- reached back in February, that the
25 government agreed to release the property from the

Received 4/02/2012 11:35:32 AM

Book B 397 Page 1118

Deeds

CONNIE REEL-SHEARIN
FLORENCE COUNTY CLERK OF COURT
CITY-COUNTY COMPLEX, 180 N. IRBY ST., MSC-E
FLORENCE, SOUTH CAROLINA 29501
(843) 665-3031

RECEIVED FROM: LISTER FLYNN AND KELLY 56/39

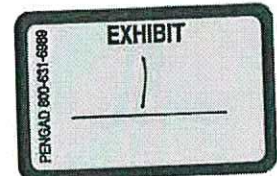
DATE: 040212 P.O. Box 2929
Spartanburg, SC 29304

RECEIPT NO: 354539-000000

DESCRIPTION

# OF INST.	AMOUNT	FEES	#PAGES	STATE	** FEE ** COUNTY	TOTAL
Deeds	.00	12.00	7	BOOK: B397 FROM PAGE: 1118 THRU PAGE: 1124		12.00

THIS SHEET IS NOW PART OF THIS DOCUMENT
===== PLEASE LEAVE ATTACHED =====



TOTAL RECEIPT: 12.00 .00 .00 12.00

TOTAL	CHECK	CASH	CHANGE
12.00	12.00	.00	.00

CR2 CLERKPAY 69 KIM WINBURN 113542

Received 2/23/2012 12:07:23 AM

Book B 392 Page 0235

Deeds

Re Record
2012 APR -2 AM 11:38

CONNIE REEL-SHEARIN
FLORENCE COUNTY CLERK OF COURT
CITY-COUNTY COMPLEX, 180 N. IRBY ST., MSC-E
FLORENCE, SOUTH CAROLINA 29501
(843) 665-3031

CONNIE REEL-SHEARIN
CCLCP & GS
FLORENCE COUNTY, SC

RECEIVED FROM: LISTER FLYNN AND KELLY 17427

DATE: 022312

RECEIPT NO: 353166-000000

DESCRIPTION

# OF INST.	AMOUNT	FEES	#PAGES	** FEE **		TOTAL
				STATE	COUNTY	
Deeds	.00	10.00	5	BOOK: B392 FROM PAGE: 235 THRU PAGE: 239		10.00

THIS SHEET IS NOW PART OF THIS DOCUMENT
===== PLEASE LEAVE ATTACHED =====

Re-Record to add property description.

TOTAL RECEIPT: 10.00 .00 .00 10.00

TOTAL	CHECK	CASH	CHANGE
10.00	10.00	.00	.00

CR2 CLERKPAY 69 KIM WINBURN 120723

B392-1118

1119

RECORDED
2012 APR -2 AM 11:38

COMPTON REEL-SHEARIN
DCCP & GS
FLORENCE COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

ASSIGNMENT OF RENTS AND LEASES

16th THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made this day of February, 2012, by and from Corner Store, Inc. ("Assignor"), to and for Nilesh Patel, Trustee of the Anjay R. Patel Irrevocable Trust dated December 18, 2000 ("Assignee").

Assignor is the sole owner of that certain real property located in the County of Florence, State of South Carolina described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property") subject to that certain Agreement dated as of October 16, 2009.

For good and valuable consideration, Assignor hereby assigns and transfers to Assignee: (a) the income, rents, receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property (collectively, the "rents, issues and profits") together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, including without limitation all leases listed on Exhibit "B" hereto, (individually "Lease" and collectively, the "Leases"), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations of any lessee (the "lessee") under each of the leases. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, at any time and from time to time, at the option of the Assignee to demand, receive and enforce payment of rent, to give receipts, releases and satisfactions, and to sue, in the name of Assignor or Assignee for all the rents, issues and profits and to apply the same to the indebtedness secured. The assignment of the rents, issues and profits in this Assignment is an absolute assignment from Assignor to Assignee and not merely the passing of a security interest.

THE ASSIGNOR WARRANTS to Assignee that the Assignor is the sole owner of its entire interest, as Lessor, in the Leases; that the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed in writing to Assignee; that no lessee named therein is in default under any of the terms, covenants or conditions thereof, that no rent reserved in any Lease has been assigned or anticipated, that no rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same became due under the terms of any Lease; that it has full right and title to assign the Leases and all rents, issues and profits thereunder; and no other assignment of any interest therein has been made.

THE ASSIGNOR COVENANTS AND AGREES with the Assignee to observe and perform all obligations imposed under the Leases; to give prompt notice to the

B312-0235

1
~~236~~
1120

Assignee of any notice of default under any Leases received or given by the Assignor together with a complete copy of any such notice; at the sole cost and expense of the Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; and not to do or permit to be done anything to impair the security thereof; not to pay or collect any of the rent, issues and profits arising or accruing under the Leases or from the Property in advance of the time when the same shall become due; not to execute any other assignment of interest in the Leases or assignment of rents arising or accruing from the Leases or from the Property not to subordinate any Lease to any other encumbrance, or permit, consent or agree to such subordination without Assignee's prior written consent; not to alter, modify or change the terms of any Lease or give any consent to exercise any option required or permitted by such terms without the prior written consent of Assignee or cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereafter; not to alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of the Assignee; not to consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of the Assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent leases upon all or any part of the premises described in such Leases or the Agreement, and to execute and deliver at the request of the Assignee all such further assurances and assignments of the Property as the Assignee shall from time to time require.

THIS ASSIGNMENT is made on the following additional terms covenants and conditions, and any further terms, covenants and conditions to which the parties may agree:

1. At any time and for any reason the Assignee shall have the right to collect and receive all rents, issues and profits arising under the Leases.

2. The Assignee shall not be liable for any loss sustained by the Assignor resulting from any act or omission of the Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of the Assignee.

3. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Agreement.

4. Assignor hereby assigns to Assignee any portion of an award payable by reason of condemnation action under the right of eminent domain, and directs that such award shall be paid directly to Assignee.

5. Any guaranty of payment and performance of any Lease shall not be released, modified, or limited in any manner without the prior written consent of the Assignee.

6. This Assignment is made, executed and delivered in the State of South Carolina and shall be governed by the laws of the State of South Carolina. Each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision hereof shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision of the remaining provisions of this Assignment.

7. In case of any conflict between the terms of this instrument and the terms of the Agreement, the terms of this Assignment shall control.

8. **WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT.**

IN WITNESS WHEREOF, the Assignor has hereunto set his hand under seal, or caused this Assignment to be executed by its duly authorized officer(s), this the day first above shown.

CORNER STORE, INC. d/b/a FALCON OIL

WITNESS:

Patricia D Ramsey
Witness

By: Matt J. Ramos
(SEAL)

Title: president

~~Patricia D Ramsey~~

Kathy A Baines
Witness
Notary Public
2-16-12

My Commission Expires
June 26, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE) (Effective January 1, 1995)

ACKNOWLEDGMENT

S. C. Code §30-5-30

(Effective January 1, 1995)

I, Kathy A. Baines, a Notary Public in and for the State of South Carolina, do hereby certify that Nathan L. Ramsey, President of Corner Store, Inc. d/b/a Falcon Oil personally appeared before this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this the 16th day of February, 2012.

AL)

Kathy A. Baines

(SE

Notary Public for S. C.

My commission expires: June 26, 2017

4

~~239~~

1123

EXHIBIT "A"
(Legal Description)

All those certain pieces, parcels or lots of land lying, being and situate in the County of Florence, State of South Carolina, School District No. 13 and designated on a plat or map of the place known as Hyde Park as Lots 1, 2, and 3, which said map or plat was made for George M. McCown in November, 1946 by W. B. Cummings, Surveyor, and which plat is recorded in the office of the Clerk of Court for Florence County in plat Book I at page 74. Reference is also made to a map made for Dimitri and Theodora Krasias by Nesbitt Surveying Co., Inc., dated June 12, 2002 and recorded in the above mentioned office in Plat book 79 at Page 229. Reference being had to said maps for a more complete and accurate description.

TMS # 9001303001

Received 2/23/2012 12:07:23 AM

Book B 392 Page 0235

Deeds

CONNIE REEL-SHEARIN
FLORENCE COUNTY CLERK OF COURT
CITY-COUNTY COMPLEX, 180 N. IRBY ST., MSC-E
FLORENCE, SOUTH CAROLINA 29501
(843) 665-3031

RECEIVED FROM: LISTER FLYNN AND KELLY 17427

DATE: 022312

RECEIPT NO: 353166-000000

DESCRIPTION

# OF INST.	AMOUNT	FEES	#PAGES	** FEE **		TOTAL
				STATE	COUNTY	
Deeds	.00	10.00	5	BOOK: B392	FROM PAGE: 235 THRU PAGE: 239	10.00

 THIS SHEET IS NOW PART OF THIS DOCUMENT
 ===== PLEASE LEAVE ATTACHED =====

TOTAL RECEIPT: 10.00 .00 .00 10.00

TOTAL	CHECK	CASH	CHANGE
10.00	10.00	.00	.00

CR2 CLERKPAY 69 KIM WINBURN 120723

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

2012 FEB 23 12:12
SHEARIN & STANLEY LLP & GS
COUNTY, SC

ASSIGNMENT OF RENTS AND LEASES

16th THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made this day of February, 2012, by and from Comer Store, Inc. ("Assignor"), to and for Nilesch Patel, Trustee of the Anjay R. Patel Irrevocable Trust dated December 18, 2000 ("Assignee").

Assignor is the sole owner of that certain real property located in the County of Florence, State of South Carolina described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property") subject to that certain Agreement dated as of October 16, 2009.

For good and valuable consideration, Assignor hereby assigns and transfers to Assignee: (a) the income, rents, receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property (collectively, the "rents, issues and profits") together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, including without limitation all leases listed on Exhibit "B" hereto, (individually "Lease" and collectively, the "Leases"), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations of any lessee (the "lessee") under each of the leases. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, at any time and from time to time, at the option of the Assignee to demand, receive and enforce payment of rent, to give receipts, releases and satisfactions, and to sue, in the name of Assignor or Assignee for all the rents, issues and profits and to apply the same to the indebtedness secured. The assignment of the rents, issues and profits in this Assignment is an absolute assignment from Assignor to Assignee and not merely the passing of a security interest.

THE ASSIGNOR WARRANTS to Assignee that the Assignor is the sole owner of its entire interest, as Lessor, in the Leases; that the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed in writing to Assignee; that no lessee named therein is in default under any of the terms, covenants or conditions thereof, that no rent reserved in any Lease has been assigned or anticipated, that no rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same became due under the terms of any Lease; that it has full right and title to assign the Leases and all rents, issues and profits thereunder; and no other assignment of any interest therein has been made.

THE ASSIGNOR COVENANTS AND AGREES with the Assignee to observe and perform all obligations imposed under the Leases; to give prompt notice to the

B32-0235

1
236

Assignee of any notice of default under any Leases received or given by the Assignor together with a complete copy of any such notice; at the sole cost and expense of the Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; and not to do or permit to be done anything to impair the security thereof; not to pay or collect any of the rent, issues and profits arising or accruing under the Leases or from the Property in advance of the time when the same shall become due; not to execute any other assignment of interest in the Leases or assignment of rents arising or accruing from the Leases or from the Property not to subordinate any Lease to any other encumbrance, or permit, consent or agree to such subordination without Assignee's prior written consent; not to alter, modify or change the terms of any Lease or give any consent to exercise any option required or permitted by such terms without the prior written consent of Assignee or cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereafter; not to alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of the Assignee; not to consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of the Assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent leases upon all or any part of the premises described in such Leases or the Agreement, and to execute and deliver at the request of the Assignee all such further assurances and assignments of the Property as the Assignee shall from time to time require.

THIS ASSIGNMENT is made on the following additional terms covenants and conditions, and any further terms, covenants and conditions to which the parties may agree:

1. At any time and for any reason the Assignee shall have the right to collect and receive all rents, issues and profits arising under the Leases.

2. The Assignee shall not be liable for any loss sustained by the Assignor resulting from any act or omission of the Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of the Assignee.

3. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Agreement.

4. Assignor hereby assigns to Assignee any portion of an award payable by reason of condemnation action under the right of eminent domain, and directs that such award shall be paid directly to Assignee.

5. Any guaranty of payment and performance of any Lease shall not be released, modified, or limited in any manner without the prior written consent of the Assignee.

6. This Assignment is made, executed and delivered in the State of South Carolina and shall be governed by the laws of the State of South Carolina. Each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision hereof shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision of the remaining provisions of this Assignment.

7. In case of any conflict between the terms of this instrument and the terms of the Agreement, the terms of this Assignment shall control.

8. WAIVER OF TRIAL BY JURY. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the Assignor has hereunto set his hand under seal, or caused this Assignment to be executed by its duly authorized officer(s), this the day first above shown.

CORNER STORE, INC. d/b/a FALCON OIL

WITNESS:

Patricia D Ramsey
Witness

By: Mark J. Ramos
Title: President

~~Patricia D Ramsey~~

Kathy A Baines
Witness
Notary Public
2-16-12

My Commission Expires
June 26, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE) (Effective January 1, 1995)

ACKNOWLEDGMENT

S. C. Code §30-5-30

I, Kathy A. Baines, a Notary Public in and for the State of South Carolina, do hereby certify that Nathan L. Ramsey, President of Corner Store, Inc. d/b/a Falcon Oil personally appeared before this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this the 16th day of February, 2012.

Kathy A. Baines

AL)

(SE

Notary Public for S. C.

My commission expires: June 26, 2017



Adams, Sonya (USMS)

From: McGuire, Lisa (USAVAW) <Lisa.McGuire@usdoj.gov>
Sent: Thursday, November 5, 2015 8:12 AM
To: Adams, Sonya (USMS)
Subject: RE: U.S. v. Anjay Patel, et al "Desist Tax Sale" 905 Cashua Drive, Florence, SC Tax Map# 90013-03-001

I haven't heard from Ms. Miles since I spoke to her on November 2nd, as set out in my E-mail below.

From: Adams, Sonya (USMS) [mailto:Sonya.Adams2@usdoj.gov]
Sent: Wednesday, November 04, 2015 5:23 PM
To: McGuire, Lisa (USAVAW)
Subject: RE: U.S. v. Anjay Patel, et al "Desist Tax Sale" 905 Cashua Drive, Florence, SC Tax Map# 90013-03-001

Lisa have you heard anything from Ms. Miles in reference to the below message. I am on the phone with Ms. Alpa Patel now.

From: McGuire, Lisa (USAVAW) [mailto:Lisa.McGuire@usdoj.gov]
Sent: Monday, November 02, 2015 4:03 PM
To: pmiles@florenceco.org
Cc: Adams, Sonya (USMS)
Subject: U.S. v. Anjay Patel, et al "Desist Tax Sale" 905 Cashua Drive, Florence, SC Tax Map# 90013-03-001

Ms. Miles,

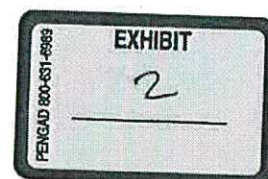
Per our conversation this date you confirmed that Florence County will desist tax sale activities as it relates to the following property:

905 Cashua Drive, Florence, SC 29501 – Map/Block/Parcel No. 90013-03-001

It is understood that this property has been forfeited to the United States per a Preliminary Order of Forfeiture, which is subject only to any valid 3rd party claims. As 3rd party claims are actively being litigated this property remains under the jurisdiction of the U.S. District Court. A Notice of Forfeiture and the Preliminary Order of Forfeiture were previously transmitted to the Florence County Treasurer's Office via Fed-Ex on November 26, 2013.

Your cooperation is greatly appreciated.

Lisa L. McGuire
Asset Forfeiture Paralegal Specialist
U.S. Attorney's Office
Western District of Virginia
BB&T Building
First Street, S.W. 9th Floor
Roanoke, VA 24011
540-857-2950 (fax 540-857-2179 or 2614)



Adams, Sonya (USMS)

From: McGuire, Lisa (USAVAW) <Lisa.McGuire@usdoj.gov>
Sent: Monday, November 2, 2015 4:03 PM
To: pmiles@florenceco.org
Cc: Adams, Sonya (USMS)
Subject: U.S. v. Anjay Patel, et al "Desist Tax Sale" 905 Cashua Drive, Florence, SC Tax Map# 90013-03-001

Ms. Miles,

Per our conversation this date you confirmed that Florence County will desist tax sale activities as it relates to the following property:

905 Cashua Drive, Florence, SC 29501 – Map/Block/Parcel No. 90013-03-001

It is understood that this property has been forfeited to the United States per a Preliminary Order of Forfeiture, which is subject only to any valid 3rd party claims. As 3rd party claims are actively being litigated this property remains under the jurisdiction of the U.S. District Court. A Notice of Forfeiture and the Preliminary Order of Forfeiture were previously transmitted to the Florence County Treasurer's Office via Fed-Ex on November 26, 2013.

Your cooperation is greatly appreciated.

Lisa L. McGuire
Asset Forfeiture Paralegal Specialist
U.S. Attorney's Office
Western District of Virginia
BB&T Building
First Street, S.W. 9th Floor
Roanoke, VA 24011
540-857-2950 (fax 540-857-2179 or 2614)

Received 10/20/2009 13:13:35 PM

Book B 272 Page 1470

Deeds

CONNIE REEL-SHEARIN
FLORENCE COUNTY CLERK OF COURT
CITY-COUNTY COMPLEX, 180 N. IRBY ST., MSC-E
FLORENCE, SOUTH CAROLINA 29501
(843) 665-3031

RECEIVED FROM: JOHNSON SMITH HIBBARD 17556

DATE: 102009 P.O. Drawer 5587

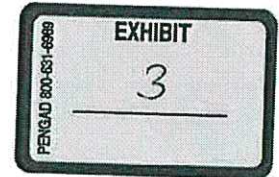
RECEIPT NO: 325158-000000

Spartanburg, SC 29304-3587

DESCRIPTION

# OF INST.	AMOUNT	FEES	#PAGES	** FEE **		TOTAL
				STATE	COUNTY	
Deeds	.00	11.00	6	BOOK: B272	FROM PAGE: 1470 THRU PAGE: 1475	11.00

THIS SHEET IS NOW PART OF THIS DOCUMENT
===== PLEASE LEAVE ATTACHED =====



TOTAL RECEIPT: 11.00 .00 .00 11.00

TOTAL	CHECK	CASH	CHANGE
11.00	23.00	1.00	.00

CR2 CLERKPAY 69 KIM WINBURN 131335

EXHIBIT "A"

ANJAY R. PATEL IRREVOCABLE TRUST DATED DECEMBER 18, 2000 CERTIFICATE OF TRUST

A. In the management, care and disposition of this Trust, the Trustee shall have the power to do all things and to execute such instruments as may be deemed necessary or proper, including the following powers, without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust or by statute or general rules of law, exercisable in the discretion of the Trustee:

1. To hold and retain all or any property received from any source, without regard to diversification or risk, even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification.
2. To invest and reinvest the trust funds in any type of property and every kind of investment, including (but not limited to) corporate obligations of every kind, preferred or common stocks (including the stock of any corporate fiduciary), securities of any regulated investment trust, state and local bonds, partnership interests, whether general or limited, and common trust funds (including those of any corporate fiduciary).
3. To participate as a fiduciary investor in the operation of any productive business or other enterprise, and to incorporate, dissolve, or otherwise change the form of such business, to the extent consistent with its role as a fiduciary.
4. To deposit trust funds in any commercial interest-bearing savings, savings and loan, or money market accounts (including those with any corporate fiduciary itself).
5. To borrow money for any reasonable trust purpose and upon such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustee deems advisable, from any individual, bank or other sources, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge or otherwise.
6. To lend trust funds to such persons and on such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustee deems advisable, but the Trustee may not lend trust funds to the Settlor or anyone else without adequate security and an adequate rate of interest.
7. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange or release (for a term within or extending beyond the term of the Trust) any real or personal property of the Trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the Trust, and in general to deal with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property.
8. To buy assets of any type from any person on such terms, including (but not limited to) cash or credit, interest rates, and security, as the Trustee deems advisable.
9. To improve, develop, manage, lease, or abandon any trust assets, as the Trustee deems advisable.
10. To hold property in the name of any Trustee or any custodian or nominee, without disclosing this trust, but the Trustee is responsible for the acts of any custodian or nominee the Trustee so uses.
11. To pay and advance money for the trust's protection and for all expenses, losses, and liabilities sustained in its administration.
12. To prosecute or defend any action for the protection of the trust, the Trustee in the performance of the Trustee's duties, or both, and to pay, contest, or settle any claim by or against the trust or the Trustee in the performance of the Trustee's duties.
13. To employ persons, even if they are associated with the Trustee, to advise or assist the Trustee in the performance of the Trustee's duties.
14. To make allocations, divisions, and distributions of trust property in cash or in kind or partly in each

upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution), without regard to the income tax basis of any specific property so allocated to any beneficiary; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries, to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary.

15. To determine, in the Trustee's discretion, whether items should be charged or credited to income or principal or allocated between income and principal, as the Trustee deems equitable and fair under all the circumstances, including the power to amortize or fail to amortize any part or all of any premium or discount, to treat any part or all of the profit resulting from the maturity or sale of any asset, whether purchased at a premium or at a discount, as income or principal or apportion the same between income or principal, to apportion the sales price of any asset between income and principal, to treat any dividend or other distribution on any investment as income or principal or apportion the same between income or principal, to charge any expense against income or principal or apportion the same, and to provide or fail to provide any reasonable reserve against depreciation or obsolescence, all as the Trustee deems equitable and just under all the circumstances.

16. To use and expend the trust income and principal to (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the trustee under this paragraph may be charged against income or principal as the trustee shall determine.

17. To execute and deliver any instruments necessary or useful in the exercise of any of these powers.

18. To receive any property, real or personal, to be added to the trust from the Settlor or any other person by lifetime or testamentary transfer or otherwise; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to executors, donors, insurance companies and other parties adding property to the trust.

19. To exercise all rights, elections, options, privileges and other powers, and to receive all payments, in respect of any insurance policy on the life of or relating to the Settlor or any other person, including, but not limited to, the power to collect dividends, death or other benefits (including disability benefits), surrender payments, and any other payment which may be due or collectible; to pay the premiums on any policy; to surrender any policy for its cash surrender value; to convert any policy into other forms of insurance; and to borrow upon and pledge any policy in connection with a loan.

20. It is the Settlor's intention that the trust created under this Trust Agreement generally have an inclusion ratio, for generation-skipping transfer tax purposes, of either zero (0) or one (1). To the extent necessary, the Trustee is authorized to divide any share or trust under this Trust Agreement as hereinabove provided so that after such division, such share or trust shall have an inclusion ratio of either zero (0) or one (1). If any addition from any source is made to any share or trust hereunder, and the inclusion ratio of such addition is different from the inclusion ratio of such share or trust, the Trustee is authorized to divide the receiving share or trust into two separate shares or trusts, one with an inclusion ratio of zero (0) and one with an inclusion ratio of one (1), and to allocate the addition to the share or trust having an identical inclusion ratio as the addition.

21. If this Trust is subject to the generation-skipping transfer tax (as defined in Chapter 13 of the Internal Revenue Code, as it may be hereafter amended from time to time), the Trustee is authorized to set up reserves from the assets subject to each taxable event for the duration of the Trust, as the Trustee, in its sole discretion, determines necessary to pay any generation-skipping transfer tax which may be imposed against the Trust.

22. To make disclaimers and renunciations of any property passing to the Trust. The power to disclaim as contained in this paragraph shall apply to any power, whether actually set forth in this instrument, incorporated by reference herein, or granted or implied by any statute or rule of law. (Any surrender, release, renunciation, or disclaimer shall be made by written instrument.)

23. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

24. In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his own right, upon such terms and conditions as it may deem necessary or proper to carry out the purposes of this Trust.

B. The Settlor has confidence in the investments which have been or will be added to the trust hereunder, and no change need be made by the Trustee in these investments solely for the purpose of creating a diversity of investments; but the Trustee may sell or otherwise dispose of such investments, if and to the extent the Trustee deems such sale or disposition to be in the best interest of the trust, without being constrained to do so. If the Settlor has designated the Trustee as beneficiary of any individual retirement accounts, the Settlor specifically authorizes the Trustee to permit such accounts to remain undistributed for as long as may be consistent with minimum distribution requirements applicable to them; but to the extent consistent with such requirements, the Settlor authorizes the Trustee, for tax, investment or other reasons, to terminate any such account or alter the method of distribution from such account, for purposes of transferring the property thereof to another such account or otherwise.

C. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

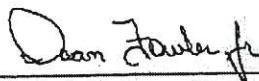
MARCH 28, 2016

Dean Fowler Tax Collector for Florence County to
the Delinquent Tax Collector of Florence County or his
Deputy:

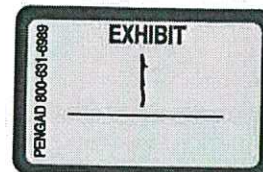
WHEREAS, THE CORNER STORE INC
1252 OVERBROOK DR STE 7B GAFFNEY SC
has been duly assessed the sum of \$ 8,091.68 for
school, county, and special taxes for the year beginning
January 1, 2015, and has failed to pay the taxes, this
execution commands you in the name of the State to levy
by distress and sale on so much of the delinquent
taxpayer's property as is sufficient to satisfy the
delinquent taxes, assessments, penalties, and costs.
This execution is sufficient warrant for a levy by
distress and sale.

Property Description
=====

MBP/Acct ---	Description -----	Tax Notice#
90013-03-001	S CASHUA RD LOTS 1-3	15-067072



Dean Fowler, Jr
Florence County Tax Collector
City-County Complex
180 N. Irby Street
Florence, SC 29501



3636057189-1-1



FLORENCE COUNTY
Delinquent Tax Office
180 N Irby Street, MSC-TT
Florence, SC 29501-3456
Phone: (843) 665-3095

OFFICIAL NOTICE OF DELINQUENT TAX

Only CASH, CASHIER'S CHECK OR MONEY ORDER
will be accepted for Delinquent Tax payments

9/16/2016 04/08/2016 K.199 part. 3.5

*****AUTO**MIXED AADC 270
3899805 0840-DTN 7100 1 1 1



THE CORNER STORE INC
1252 OVERBROOK DR STE 7B
GAFFNEY SC 29341-1057



You are hereby notified that you have delinquent taxes owing as listed. According to South Carolina Law, if all taxes, penalties, assessments, and costs are not paid, the property must be advertised and sold to satisfy the delinquency.

NOTICE NO. 15-067072		DATE 4/12/2016
DIST. 10	PROPERTY DESCRIPTION REAL ESTATE S CASHUA RD LOTS 1-3	MAP/BLOCK/PARCEL NO. 90013-03-001

AMOUNT DUE \$8,091.68

Above amount good through 4/29/2016. See Delinquent Tax Cost Schedule below for cost added after this date.

THIS 2015 TAX NOTICE DOES NOT REFLECT ANY TAXES YOU MAY OWE FOR PREVIOUS YEARS

Cost is added to delinquent taxes as prescribed by South Carolina Law. Expect additional cost to be added as incurred until the Tax Sale Date: 10/03/2016
Taxes must be paid before Tax Sale Date.

Please Remit Payment and stub to:
Florence County Delinquent Tax Office
180 N Irby Street
MSC-TT
Florence, SC 29501-3456

▼ DETACH AND RETURN THIS PORTION WITH PAYMENT ▼

ADDITIONAL COST WILL BE ADDED ACCORDING TO THE SCHEDULE BELOW:

Delinquent Tax Cost Schedule		
Amounts may be added <u>after</u> these dates		
April 29 th	Certified Mail of Levy	\$20.00
June 5 th	Mortgage Search (MH)	\$ 0.00
June 24 th	Personal Levy	\$35.00
August 26 th	Advertisement	\$20.00

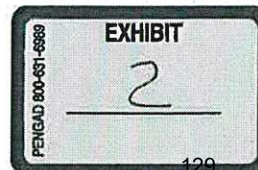
*** Dates and Amounts Subject to Change ***

MAP/BLOCK/PARCEL NO. 90013-03-001	NOTICE NO. 15-067072
AMOUNT DUE \$8,091.68	

Above amount good through 4/29/2016. See Delinquent Tax Cost Schedule, on left, for cost added after this date. Please return this coupon with **CASHIER'S CHECK OR MONEY ORDER** in the envelope provided.
POSTMARK WILL NOT BE ACCEPTED

THE CORNER STORE INC
1252 OVERBROOK DR STE 7B
GAFFNEY SC 29341-1057

FLORENCE COUNTY DELINQUENT TAX OFFICE
180 N IRBY STREET, MSC-TT
FLORENCE SC 29501-3456



POSTMAN TEAR ALONG PERFORATION TO REMOVE CARD

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**THE CORNER STORE INC
1252 OVERBROOK DR STE 7B
GAFFNEY SC 293418215**

90013-03-001 15067072

2. Article Number **7103 0098 0320 0605 5388**

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly): **Nathan Ramsey** B. Date of Delivery: **5/25/16**

C. Signature: *Nathan Ramsey* Agent
 Addressee
 Agent
 Addressee

D. Is delivery address different from item 1?
 If YES, enter delivery address below

S

3. Service Type:
 Certified Mail Express Mail
 Registered Mail Return Receipt for Merchandise
 Insured Mail C.O.D.

A. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, July 2001

Domestic Return Receipt

PENGAU 800-831-6989
EXHIBIT
3
 130



FLORENCE COUNTY
Treasurer's Office/Delinquent Tax Division

September 6, 2017

****FINAL NOTICE****

Nathan Ramsey
161 Easy Street
Murrells Inlet SC 29576

RE: Tax Sale October 3, 2016
Reference: The Corner Store Inc.
Map Block Parcel: 90013-03-001
Description: S Cashua Rd Lots 1-3
Last Date of Redemption: October 4, 2017
Redemption Amount Due: \$17,113.79



Dear Sir or Madam:

On the date above set out the property herein referred was sold for the delinquent ad valorem taxes noted.

This property may be redeemed on or before the redemption date by paying the described amount. This amount represents the amount of taxes, penalties, cost, and interest at the applicable rate on the bid price.

If payment in full of all amounts is not received on or before the redemption date, a deed will be given to the purchaser who bid on the property at the tax sale. Your failure to redeem this property as set out herein will indicate your consent to this procedure and foreclose your opportunity to redeem this property.

All delinquent taxes on this parcel must be paid at the time of redemption. Please contact the Delinquent Tax Department for any other taxes owed.

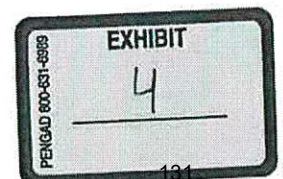
Yours truly,

Florence County Delinquent Tax Office

To preserve your lien/mortgage, you must redeem this property.

ONLY CASH, CASHIER'S CHECK, OR MONEY ORDERS WILL BE ACCEPTED FOR PAYMENT. IF PAYING IN PERSON, PLEASE BRING A PICTURE ID WITH YOU.

180 North Irby Street MSC-TT Florence, South Carolina 29501 (843) 665-3095 Fax (843) 665-3069





FLORENCE COUNTY
Treasurer's Office/Delinquent Tax Division

September 6, 2017

****FINAL NOTICE****

Nathan Ramsey
192 Lois Drive
Gaffney SC 29341



FILE COPY

RE: Tax Sale October 3, 2016
Reference: The Corner Store Inc.
Map Block Parcel: 90013-03-001
Description: S Cashua Rd Lots 1-3
Last Date of Redemption: October 4, 2017
Redemption Amount Due: \$17,113.79

Dear Sir or Madam:

On the date above set out the property herein referred was sold for the delinquent ad valorem taxes noted.

This property may be redeemed on or before the redemption date by paying the described amount. This amount represents the amount of taxes, penalties, cost, and interest at the applicable rate on the bid price.

If payment in full of all amounts is not received on or before the redemption date, a deed will be given to the purchaser who bid on the property at the tax sale. Your failure to redeem this property as set out herein will indicate your consent to this procedure and foreclose your opportunity to redeem this property.

All delinquent taxes on this parcel must be paid at the time of redemption. Please contact the Delinquent Tax Department for any other taxes owed.

Yours truly,

Florence County Delinquent Tax Office

To preserve your lien/mortgage, you must redeem this property.

ONLY CASH, CASHIER'S CHECK, OR MONEY ORDERS WILL BE ACCEPTED FOR PAYMENT. IF PAYING IN PERSON, PLEASE BRING A PICTURE ID WITH YOU.

180 North Irby Street MSC-TT Florence, South Carolina 29501 (843) 665-3095 Fax (843) 665-3069



FLORENCE COUNTY
Treasurer's Office/Delinquent Tax Division

September 6, 2017

****FINAL NOTICE****

The Corner Store Inc
1252 Overbrook Drive STE 7B
Gaffney SC 29341

RE: Tax Sale October 3, 2016

Reference: The Corner Store Inc.

Map Block Parcel: 90013-03-001

Description: S Cashua Rd Lots 1-3

Last Date of Redemption: October 4, 2017

Redemption Amount Due: \$17,113.79



FILE COPY

Dear Sir or Madam:

On the date above set out the property herein referred was sold for the delinquent ad valorem taxes noted.

This property may be redeemed on or before the redemption date by paying the described amount. This amount represents the amount of taxes, penalties, cost, and interest at the applicable rate on the bid price.

If payment in full of all amounts is not received on or before the redemption date, a deed will be given to the purchaser who bid on the property at the tax sale. Your failure to redeem this property as set out herein will indicate your consent to this procedure and foreclose your opportunity to redeem this property.

All delinquent taxes on this parcel must be paid at the time of redemption. Please contact the Delinquent Tax Department for any other taxes owed.

Yours truly,

Florence County Delinquent Tax Office

To preserve your lien/mortgage, you must redeem this property.

ONLY CASH, CASHIER'S CHECK, OR MONEY ORDERS WILL BE ACCEPTED FOR PAYMENT. IF PAYING IN PERSON, PLEASE BRING A PICTURE ID WITH YOU.

180 North Irby Street MSC-TT Florence, South Carolina 29501 (843) 685-3095 Fax (843) 685-3089

STATE FEE 40.00
 COUNTY FEE 17.05

FILED

2018 MAY -9 PM 4:07
 DORIS POULOS O'HARA
 CCCP & GS
 FLORENCE COUNTY, SC

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE)

TAX TITLE TO REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, the Statutory Laws of South Carolina provide that upon the expiration of the time allowed by law for payment of taxes in any year, the County Treasurer of each County is authorized and directed to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Official or Officer of his County, or his lawful Deputy, charged with responsibility for collection of taxes, requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes of such defaulter, specifying therein the aggregate amount of all his taxes, penalties, and costs, as provided by Law; and

WHEREAS, it is further provided by said Statutes that under and by virtue of said warrant or execution, the appropriate Officer or Official, or his lawful Deputy, shall seize and take possession of so much of the defaulting taxpayer's estate, real or personal, or both, as may be necessary, to raise a sum of money named therein, and the charges thereon, and, after due advertisement, to sell the same before the Court House door of the County, on a sales day, within the usual hours for public sale as fixed by the applicable Statute, for cash, and to give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, and to give a title to the purchaser if the property be not redeemed within the time provided by the Statute; and

WHEREAS, the property which is the subject of this conveyance was sold at public auction by Florence County to the highest bidder to satisfy the unpaid taxes of the defaulting taxpayer, all after giving the required notices and complying in all other respects with the applicable Statutes, including, but not limited to, those incorporated into the 1976 Code of Laws of South Carolina as Sections 12-51-10 through 12-51-170, as amended, as well as Act No. 207 of the General Assembly of 1971 and Acts amendatory thereto, and the time allowed for redemption of the subject property by the defaulting taxpayer has expired without the conditions for redemption having been met; and

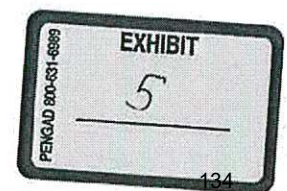
WHEREAS, the following pertinent information is hereby furnished as a part of this conveyance, as is required:

- | | |
|--|--|
| 1. Name of Defaulting Taxpayer: | The Corner Store, Inc. |
| 2. Date of Execution: | March 28, 2016 |
| 3. Date of Certified Notice: | May 20, 2016 |
| 4. To Whom Mailed: | The Corner Store, Inc. |
| 5. Whether or Not Received: | Claimed |
| 6. Date Property Posted: | |
| 7. By Whom Posted: | |
| 8. Date of Redemption Notice: | September 6, 2017 |
| 9. To Whom Mailed: | Nathan Ramsey
Nathan Ramsey
The Corner Store, Inc. |
| 10. Whether or Not Received: | Unclaimed
Claimed
Unclaimed |
| 11. The Years Covered: | 2015 & 2016 |
| 12. Total Taxes, Penalties, Charges and Costs: | 15,281.00 |

PROPERTY DESIGNATED AS: 00013-03-001

SPLIT FROM: _____

BY FLORENCE COUNTY ASSESSOR'S OFFICE *MM*



WHEREAS, the undersigned, acting for Florence County, having found sufficient property to sell to make the amount required to satisfy the execution, did on October 3, 2016 sell the within described property to Ronald Edwin Barfield, Jr., the actual purchaser and the highest bidder at such sale for the sum of \$15,281.00 being at least the amount of said taxes, penalties, cost and charges;

NOW, THEREFORE, I, Laurie Walsh Carpenter, Treasurer of Florence County, in the State of and County aforesaid, for and in consideration of the sum of \$15,281.00 to me in hand paid at and before the sealing of these presents by Ronald Edwin Barfield, Jr. in the State aforesaid (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Ronald Edwin Barfield, Jr. the subject property which is described and identified as follows:

All those certain pieces, parcels or lots of land lying, being and situate in the County of Florence, State of South Carolina, School District No. 13 and designated on a plat or map of the place known as Hyde Park as Lots 1, 2, and 3, which said map or plat was made for George M. McCown in November, 1946 by W.B. Cummings, Surveyor, and which plat is recorded in the office of the Clerk of Court for Florence County in plat Book I at page 74. Reference is also made to a map for Dimitri and Theodora Krasias by Nesbitt Surveying Co., Inc., dated June 12, 2002 and recorded in the above mentioned office in Plat book 79 at Page 229. Reference being had to said maps for a more complete and accurate description.

This being the same property conveyed to The Corner Store, Inc. recorded in Deed Book B313 at Page 124 in the Office of the Clerk of Court for Florence County, State of South Carolina.

TMS 90013-03-001

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise or appertaining.

TO HAVE AND TO HOLD all and singular the said premises mentioned unto the said Ronald Edwin Barfield, Jr., his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina, in such cases made and provided.

WITNESS my hand and seal this 9th day of May In the year of our Lord two thousand eighteen and in the two hundred forty first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Lisa Collins

Laurie Walsh Carpenter
Laurie Walsh Carpenter
Treasurer, Florence County

Angel Shuppen

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Laurie Walsh Carpenter, Treasurer for Florence County, sign, seal and as his act and deed deliver the within Tax Title to Real Estate and that deponent, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
9th day of may, 2018

Paige Pittsapple
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11-17-2026

Lisa M. Collins
Witness

NAME & ADDRESS OF PURCHASER:

Ronald Edwin Barfield, Jr.
414 Blue Jay Road
Latta SC 29565

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

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 at S Cashua Rd Lots 1-3, bearing Florence County Tax Map Number 90013-03-001, and was transferred by Laurie Walsh Carpenter, Treasurer for Florence County to Ronald Edwin Barfield, Jr. on 5-9-2018.
 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 this affidavit);
(If exempt, please skip Items 4-7, and go on 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 realty? Check Yes or No
4. Check one of the following if either Item 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 \$15,281.00.
 - (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. (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: _____
 6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in Item 4 above here: \$ 15,281.00
 - (b) Place the amount listed in Item 5 above here: \$ 0
 - (If no amount is listed, place zero here.)
 - (c) Subtract line 6(b) from line 6(a) and place result here: \$ 15,281.00
 7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is \$57.35
 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Seller, Treasurer of Florence County.
 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 9th day of may, 2018

Raine P. Hilsapple
Notary Public for South Carolina
My Commission Expires: 11-17-26

Laurie Walsh Carpenter
Responsible Person Connected with the Transaction

Laurie Walsh Carpenter
Print or type the above name here

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Ronald Edwin Barfield,

Plaintiff,

vs.

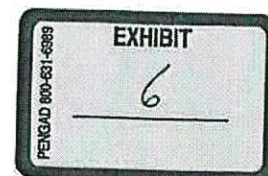
The Corner Store, Inc., and all persons claiming any right, title, estate interest in or lien upon the real estate described; any unknown adults and those persons who may be in the military service of the United States of America, all of them being a class designated as John Doe, whose true name is unknown; any unborn infants or persons under disability being a class designated as Richard Roe, whose true name is unknown; United States of America; Paige Holsapple as Florence County Delinquent Tax Collector,

Defendants.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2018-CP-21-2191

AFFIDAVIT OF
GUARDIAN AD LITEM NISI

PERSONALLY appeared before me, Michele Dahl Sturkie, of the Sturkie Law Firm, who being duly sworn deposes and states that: I am the duly appointed Guardian ad Litem for the unknown defendants/respondents in the above named case, who have been designated using the aliases of John Doe and Richard Roe, and that as of the date of this Affidavit, no one claiming to have an interest in the property which is the subject of this action has come forth or made their interest in the said property known, and this Guardian ad Litem for said Defendants has not been contacted by anyone wishing to protest or contest the quieting of the title to



the subject property.

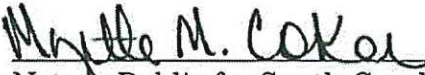
Further affiant says not.



Michele Dahl Sturkie
S.C. Bar No. 70234
Sturkie Law, LLC
PO Box 2260
Florence, SC 29501
(843) 799-1000
(843) 799-4199 (fax)
msturkie@sturkielaw.com

Guardian ad litem NISI

Subscribed and sworn to before me
this 19th day of July, 2021.



Notary Public for South Carolina
Notary (Printed) Myrtle M. Coker
My Commission Expires 7/18/27.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

CLERK'S OFFICE U.S. DIST. COURT
AT HARRISONBURG, VA
FILED

AUG 29 2013

JULIA C. DUDLEY, CLERK
BY: DEPUTY CLERK

UNITED STATES OF AMERICA :
 :
V. :
 : Criminal No. 5:11cr00031
ANJAY PATEL :

AMENDED PRELIMINARY ORDER OF FORFEITURE
FINAL AS TO DEFENDANT

THE COURT HEREBY FINDS AND ORDERS THAT:

A. As the result of the guilty pleas on Counts 1, 2, 56, 133, 156 and 169 of the Indictment, and defendant's agreement to forfeit certain assets and waive notice of forfeiture, Defendant shall forfeit to the United States:

- (1) any property constituting, or derived from, proceeds obtained directly or indirectly from the commission of the scheme and conspiracy to defraud in violation of 18 U.S.C. §§ 371 and 2342(a), pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c);
- (2) any conveyances involved in a violation of 18 U.S.C. §§ 371 and 2342(a), pursuant to 49 U.S.C. § 80303 and 28 U.S.C. § 2461(c); and
- (3) any property, real or personal, involved in a violation of 18 U.S.C. §§ 1956 and 1957, or any property traceable to such property, pursuant to 18 U.S.C. § 982(a)(1).

B. Pursuant to Rule 32.2(b)(1)(A) of the Federal Rules of Criminal Procedure and the defendant's plea agreement, the Court finds a money judgment in the amount of \$400,000.00 shall be entered, in that such sum in aggregate was obtained directly or indirectly as a result of said violations or is traceable to such property.

C. The Court has determined based on the evidence of record and the defendant's plea agreement that the assets described in **Attachment A**, which is appended hereto and fully incorporated herein, are subject to forfeiture pursuant to 18 U.S.C. § 982(a)(1), or 21 U.S.C. § 853(p), in that the government has established or could establish the requisite nexus between such property and said violations or that the property represents substitute assets in lieu of the proceeds of the offenses.

D. The United States or its designee shall release the assets described in **Attachment B**, which is appended hereto and fully incorporated herein, to the extent that these assets have not been released previously.

E. The United States is authorized to seize the forfeited property whether held by the defendant or by a third party and shall:

(1) pursuant to 21 U.S.C. § 853(n) publish notice of this Order, thereby giving notice of the United States' intent to dispose of the property in such manner as the Attorney General may direct and notice that any person, other than the Defendant, having or claiming a legal interest in any of the above-listed forfeited property must file a petition with the court within thirty (30) days of the final publication of notice or of receipt of actual notice, whichever is earlier and shall file the original petition with the U.S. District Court Clerk's Office, Harrisonburg Division, 116 N. Main Street, Room 314, Harrisonburg, VA 22802 and shall certify a copy of said petition to the U.S. Attorney's Office, Asset Forfeiture Section, P.O. Box 1709, Roanoke, VA 24008. This notice shall state that the petition shall be for a hearing to adjudicate the validity of the petitioner's alleged interest in the property, shall be signed by the petitioner under penalty of perjury, and shall set forth the nature and extent of the petitioner's right, title or interest in each of the forfeited properties and any additional facts supporting the petitioner's claim and the relief sought;

(2) to the extent practicable, provide direct written notice to any person known to have alleged an interest in the property that is the subject of the Order of Forfeiture, as a substitute for published notice as to those persons so notified;

(3) post upon said real property in an open and visible manner a copy of this Order of Forfeiture making the forfeiture open and notorious;

(4) have the authority, in its discretion, to take and maintain custody of the forfeited property, together with all improvements, buildings, structures, fixtures, furnishings and appurtenances permanently attached thereto, entering said property for the purpose of determining the physical condition of the property and to maintain custody of said property as provided by 19 U.S.C. § 1605 until further order of this Court respecting the same. The United States shall use its discretion and whatever means appropriate to protect and maintain said forfeited property;

(5) have the authority, in lieu of taking custody, to enter onto the real property for the limited purpose of ensuring that the asset is in a safe and inhabitable condition; to inspect for conditions that, if not corrected, could damage or reduce the value of the asset during the pendency of any forfeiture proceedings; to make a record of the condition of the interior and exterior of the real property using any practicable method such as videotape recording and still photographs; and to reenter the property on a periodic basis for the purpose of conducting inspections of the dwelling and surrounding property to ensure proper maintenance and security;

(6) have the authority to dispose of, by any means available, perishable, contaminated, flammable, explosive, or violable items. An inventory will be kept as to those items and the method of disposal. If removal of the contents of the property is necessary, a bonded moving and storage company is to inventory, pack, remove, and store all contents;

(7) have the authority, if the United States exercises its discretion to take custody of the property, to give the occupants a reasonable opportunity to remove from the location all of their personal belongings. A designee of the United States may accompany the occupants during the collection and packing of these belongings to ensure that only personal articles are removed from the location. After the identification, collection, and removal of the personal belongings by the occupants, the occupants shall depart the location. Any and all personal belongings, including but not limited to personal items, furniture, appliances, pets, livestock and motor and recreational vehicles, remaining on the premises after the occupants have vacated the premises may be destroyed or otherwise disposed of by the United States without risk of liability to the occupants or any third party;

(8) have the authority to rent/lease any vacant seized properties as continued vacancy may result in deterioration and a diminished value to said property. The rental or leasing shall help assure any claimants and the United States that the property's value and integrity shall be maintained in at least the same condition as existed at the time of execution of this Order;

(9) record forthwith a copy of this Order in the county where the above-described property is located, and which Order, when recorded, shall be notice to any transferee or potential transferees, of the interest of the United States of America therein.

F. The United States, at its discretion, shall be accompanied by federal, state, or local law enforcement officers to assist in the execution of this Order. And, upon application by the United States of America, the Court shall issue any order necessary to effectuate and prevent the frustration of this Order pursuant to the All Writs Act, 28 U.S.C. § 1651(a).

G. Pursuant to Fed. R. Crim. P. 32.2(c)(1)(B), discovery may be conducted in any ancillary proceeding accordance with the Federal Rules of Civil Procedure to the extent necessary or desirable to resolve factual issues.

H. The United States shall have clear title to the subject property necessary to satisfy the amount of the money judgment ordered herein following the Court's disposition of all third party interests, or, if none, following the expiration of the period provided in 21 U.S.C. § 853(n)(2) for the filing of third party petitions.

I. The Court shall retain jurisdiction to enforce this Order, and to amend it as necessary, pursuant to Fed. R. Crim. P. 32.2(e).

J. Pursuant to Fed. R. Crim. P. 32.2(b)(4), this Order of Forfeiture shall become final as to the defendant upon entry, and shall be made a part of the sentence and included in the judgment.

K. The Clerk of this Court shall certify copies of this Order to counsel of record and shall certify copies to the United States Attorney's Office, Asset Forfeiture Section, P.O. Box 1709, Roanoke, Virginia 24008.

ENTERED THIS 28th DAY OF August, 2013.

1st Michael F. Urbanski

UNITED STATES DISTRICT JUDGE

	A	B	C
1	CAT No.	Asset Type	Item Description
5	12-ATF-001230	Currency	\$1,447,280.00 US Currency less \$500,000 to be released
6	12-ATF-001294	Currency	\$70,000.00 U.S. Currency
7	12-ATF-001384	Currency	\$500.00 U.S. Currency
8	12-ATF-001386	Currency	\$11,440.00 U.S. Currency
9	12-ATF-001383	Currency	\$49,535.00 U.S. Currency
11	12-ATF-008942	Currency	\$8,500.00 U.S. Currency
12	12-ATF-009124	Currency	\$50,000.00 U.S. Currency
16	12-ATF-001392	Currency	\$9,700.00 U.S. Currency
17	12-ATF-001393	Currency	\$2,140.00 U.S. Currency
18	12-ATF-001394	Currency	\$4,820.00 U.S. Currency
19	12-ATF-001395	Currency	\$1,260.00 U.S. Currency
20	12-ATF-001396	Currency	\$4,600.00 U.S. Currency
21	12-ATF-001397	Currency	\$4,760.00 U.S. Currency
22	12-ATF-001398	Currency	\$5,600.00 U.S. Currency
23	12-ATF-001399	Currency	\$3,620.00 U.S. Currency
24	12-ATF-001400	Currency	\$2,120.00 U.S. Currency
25	12-ATF-001401	Currency	\$1,140.00 U.S. Currency
26	12-ATF-001402	Currency	\$2,440.00 U.S. Currency
27	12-ATF-001403	Currency	\$3,240.00 U.S. Currency
28	12-ATF-001404	Currency	\$1,120.00 U.S. Currency
29	12-ATF-001405	Currency	\$1,780.00 U.S. Currency
30	12-ATF-001406	Currency	\$3,500.00 U.S. Currency
31	12-ATF-001407	Currency	\$2,120.00 U.S. Currency
32	12-ATF-001408	Currency	\$2,540.00 U.S. Currency
33	12-ATF-001409	Currency	\$3,260.00 U.S. Currency
34	12-ATF-001410	Currency	\$860.00 U.S. Currency
35	12-ATF-001411	Currency	\$2,500.00 U.S. Currency
36	12-ATF-001413	Currency	\$3,680.00 U.S. Currency
37	12-ATF-001415	Currency	\$1,000.00 U.S. Currency
38	12-ATF-001416	Currency	\$2,020.00 U.S. Currency
40	12-ATF-001422	Currency	\$5,580.00 U.S. Currency
41	12-ATF-001423	Currency	\$1,980.00 U.S. Currency
42	12-ATF-001425	Currency	\$6,500.00 U.S. Currency
43	12-ATF-001426	Currency	\$2,980.00 U.S. Currency
44	12-ATF-001427	Currency	\$6,060.00 U.S. Currency
45	12-ATF-001429	Currency	\$2,520.00 U.S. Currency
46	12-ATF-001430	Currency	\$2,160.00 U.S. Currency
47	12-ATF-001431	Currency	\$1,040.00 U.S. Currency
48	12-ATF-001432	Currency	\$2,620.00 U.S. Currency
49	12-ATF-001433	Currency	\$7,480.00 U.S. Currency
50	12-ATF-001434	Currency	\$3,960.00 U.S. Currency
51	12-ATF-001435	Currency	\$4,480.00 U.S. Currency
52	12-ATF-001439	Currency	\$2,600.00 U.S. Currency
53	12-ATF-001443	Currency	\$4,420.00 U.S. Currency
54	12-ATF-001450	Currency	\$2,380.00 U.S. Currency
56	Not in Cats	Currency in lieu of non-tobacco inventory	All remaining proceeds (95%) from the sale of the contents of the Consolidated Distributers warehouses pursuant to the parties Agreement Regarding Disposition of Certain Assets Located at Two Warehouses Controlled by Consolidated Distributers Of Clemson

	A	B	C
1	CAT No.	Asset Type	Item Description
57	Multiple Nos.	Currency in lieu of sold tobacco	All proceeds from the sale of tobacco seized by ATF and sold pursuant to the parties Agreement Regarding Disposition of Certain Tobacco Assets
58	Not in Cats	Currency in lieu of Investment Interest	Proceeds of One \$400,000 Promissory Note dated September 9, 2010, from S. L. Davis Properties, LLC, a South Carolina limited liability company ("Borrower"), and Zambezi Holdings, LLC, a South Carolina limited liability company, Tristar Holdings, LLC, a South Carolina limited liability company, and Valley Tobacco Company, (collectively "Lender"). TMS No. 00-3697-02-048. Said Note is secured by property described as: Being the same property conveyed from R. A. Properties of Cola, LLC to S. L. Davis Properties by Deed dated May 1, 2006, and recorded May 6, 2008, in Book 12883 at Page 146, in the Lexington County Register of Deeds Office. TMS No. 00-3697-02-048.
59	12-ATF-005180	Financial	American Community Bank a/k/a Yadkin Valley Bank, all funds on deposit, Acct No. 8000071522, held in the name of Cash Out LLC
60	12-ATF-005181	Financial	Arthur State Bank, all funds on deposit, Acct No. 95700571
62	12-ATF-005189	Financial	Bank of America, any and all funds on Deposit, Acct No. 000772332637, held in the name of Corner Store dba Falcon Oil
63	12-ATF-005190	Financial	Bank of America, any and all funds on Deposit, Acct No. 223009761907, held in the name of Shilpaben Patel & Nilesh D. Patel
64	12-ATF-005192	Financial	Bank of America, any and all funds on Deposit, Acct No. 000768365278, held in the name of Shilpaben Patel
65	12-ATF-005193	Financial	Bank of America, any and all funds on Deposit, Acct No. 000731342496, held in the name of Shilpaben Patel
67	12-ATF-005202	Financial	BB&T, any and all funds on Deposit, Acct No. 5222656097, held in the name of UK Crew LLC
68	12-ATF-005204	Financial	BB&T, any and all funds on Deposit, Acct No. 522656100, held in the name of UK Crew LLC
69	12-ATF-005205	Financial	BB&T, any and all funds on Deposit, Acct No. 5222656089, held in the name of UK Crew LLC (SC Education Lottery Account)
70	12-ATF-005206	Financial	Carolina First Bank (aka TD Bank), any and all funds on Deposit, Acct No. 7102233655, held in the name of Mani One Inc dba Corner Stop 113
71	12-ATF-005212	Financial	Community First Bank checking, any and all funds on Deposit, Acct No. 500800883 held in the name of CD of Clemson
72	12-ATF-005214	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131268701, held in the name of Zambezi Holdings LLC
73	12-ATF-005215	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 130013224601, held in the name of Cash Out LLC
74	12-ATF-005216	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173695801, held in the name of KKRISHNA LLC dba Hammett St Grocery
75	12-ATF-005217	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173696601, held in the name of KKRISHNA LLC dba Hammett St Grocery
76	12-ATF-005218	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173697401, held in the name of KKRISHNA LLC dba Gulla Gulla #2
77	12-ATF-005219	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173698201 KKRISHNA LLC dba Gulla Gulla #2
78	12-ATF-005220	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173699001, KKRISHNA LLC (DBA Jays Exxon)

	A	B	C
1	CAT No.	Asset Type	Item Description
79	12-ATF-005317	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173700601, KKRISHNA LLC dba Jays Exxon
80	12-ATF-005318	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173745101, KKRISHNA LLC dba Corner Stop #99
81	12-ATF-005319	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173746901, KKRISHNA LLC dba Corner Stop #99
82	12-ATF-005320	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173773301, KKRISHNA LLC (DBA Village Store)
83	12-ATF-005321	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 341073774101, KKRISHNA LLC dba Village Store
88	12-ATF-005330	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173693301, SIA Invests LLC (SIA Investments LLC)
89	12-ATF-005331	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131160601, Zambezi Holdings LLC - Corner Stop Hartsville
90	12-ATF-005332	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131291901, Zambezi Holdings LLC - Cornerstop Hartsville Lottery
91	12-ATF-005333	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131286901, Zambezi Holdings LLC - Hartsville
92	12-ATF-005334	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131275201, Zambezi Holdings LLC - Lottery
93	12-ATF-005335	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131297601, Zambezi Holdings LLC - Motor Lodge
94	12-ATF-005336	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131158001, Zambezi Holdings LLC - Saveway #2
95	12-ATF-005337	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131159801, Zambezi Holdings LLC - Saveway #2 Lottery Acct
96	12-ATF-005338	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131290101, Zambezi Holdings LLC - Saveway #21 Lottery Account
97	12-ATF-005339	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 754131308101, Zambezi Holdings LLC - Saveway #21 Lottery Account
98	12-ATF-005340	Financial	First Piedmont Federal Savings and Loan, Acct No. 106613469, Papa Oil, LLC (signer Anjay Patel)
99	12-ATF-005341	Financial	First Piedmont Federal Savings and Loan, Acct No. 359054558, Anjay Patel
100	12-ATF-005342	Financial	First South Bank, Acct No. 1007806, Mani Investments LLC
102	12-ATF-005455	Financial	First South Bank, Acct No. 1005651, Jodrell Partners Inc. Checking dba Corner Stop 4
103	12-ATF-005462	Financial	First South Bank, Acct No. 1006048, Lucky Strike Investments
106	12-ATF-005562	Financial	Provident Community Bank, Acct No. 1693998, Zambezi Holdings LLC
107	12-ATF-005567	Financial	Provident Community Bank, Acct No. 1693980, Zambezi Holdings LLC Lottery
108	12-ATF-005570	Financial	Provident Community Bank, Acct No. 1760409, Zambezi Holdings LLC Lottery
109	12-ATF-005571	Financial	Provident Community Bank, Acct No. 1760417, Zambezi Holdings LLC operating account
110	12-ATF-005702	Financial	The Palmetto Bank, Acct No. 51135892, Jodrell Partners Inc. DBA Corner Stop 4
112	12-ATF-005706	Financial	The Palmetto Bank, Acct No. 51138557, Upstate 4 Investment
113	12-ATF-005712	Financial	The Palmetto Bank, Acct No. 11127740, KKRISHNA LLC
114	12-ATF-005713	Financial	The Palmetto Bank, Acct No. 11117249, KKRISHNA LLC
115	12-ATF-005716	Financial	The Palmetto Bank, Acct No. 11127759, KKRISHNA LLC
116	12-ATF-005717	Financial	The Palmetto Bank, Acct No. 51144670, Zambezi Holdings LLC

	A	B	C
1	CAT No.	Asset Type	Item Description
117	12-ATF-005718	Financial	The Palmetto Bank, Acct No. 51141728, Zambezi Holdings LLC (Lottery Account)
118	12-ATF-005719	Financial	The Palmetto Bank, Acct No. 51142392, Zambezi Holdings LLC
119	12-ATF-005720	Financial	The Palmetto Bank, Acct No. 51144875, Zambezi Holdings LLC
122	12-ATF-005734	Financial	First Piedmont Federal Savings and Loan, Acct No. 306804097, The Corner Store DBA Falcon Oil Nathan & Boss
126	Not in Cats	Financial	American Community Bank a/k/a Yadkin Valley Bank, all funds on deposit, Acct No. 8000069275, held in the name of Dass Inc.
127	Not in Cats	Financial	American Community Bank a/k/a Yadkin Valley Bank, all funds on deposit, Acct No. 8000071519, held in the name of Cash Out LLC
128	Not in Cats	Financial	Bank of America, any and all funds on Deposit, Acct No. 00121224224, held in the name of Shilpaben Patel
129	Not in Cats	Financial	Bank of America, any and all funds on Deposit, Acct No. 223004579929
130	Not in Cats	Financial	Bank of America, any and all funds on Deposit, Acct No. 223008869758, held in the name of Conway Property Holdings LLC
132	Not in Cats	Financial	Carolina First Bank (aka TD Bank), any and all funds on Deposit, Acct No. 2101702482, held in the name of Patel, Shilpaben
133	Not in Cats	Financial	Carolina First Bank (aka TD Bank), any and all funds on Deposit, Acct No. 8105403856, held in the name of Shilpaben Patel
134	Not in Cats	Financial	Community First Bank checking, any and all funds on Deposit, Acct No. 500406690 held in the name of Consolidated Distributors LLC
135	Not in Cats	Financial	Community First Bank checking, any and all funds on Deposit, Acct No. 520446578(Certificate of Deposit, Collateral for Letter of Credit to SC Dept of Revenue, held in the name of CD of Clemson
136	Not in Cats	Financial	Community First Bank checking, any and all funds on Deposit, Acct No. 520447136 (Certificate of Deposit, Collateral for Letter of Credit to NC Dept of Revenue, held in the name of CD of Clemson
137	Not in Cats	Financial	First Citizens Bank & Trust, any and all funds on Deposit, Acct No 340173749301, Kkrishna LLC
140	Not in Cats	Financial	First Piedmont Federal Savings and Loan, Acct No. 106613511, Lucky Strike Amusement LLC Nathan & BossRamsey
141	Not in Cats	Financial	First Piedmont Federal Savings and Loan, Acct No. 306804098, Corner Store Inc by Nathan L. or Boss M. Ramsey
142	Not in Cats	Financial	First Piedmont Federal Savings and Loan, Acct No. 323070410, Corner Store Inc dba Falcon Oil by Nathan L or Boss
145	Not in Cats	Financial	First South Bank, Acct No. 1020858, DHRU Investments Checking
146	Not in Cats	Financial	First Citizens Bankd and Trust; National Link, Inc., Acct No. 130013224601, Cash Out LLC
156	12-ATF-004673	Jewelry	Ivory Tusk
158	12-ATF-009253	Jewelry	burgundy velvet bag containing (8) one ounce gold bars
161	12-ATF-022615	Real Estate	604 Church Street, Conway, SC
162	12-ATF-022591	Real Estate	102 Goforth Rd., Kings Mtn., NC
163	12-ATF-022581	Real Estate	905 S. Cashua Dr., Florence, SC 29501
166	12-ATF-022570	Real Estate	5630 Hwy 76, Sandy Springs, SC 29677
167	12-ATF-022633	Real Estate	4545 Augusta RD., Greenville, SC 29605
168	12-ATF-022643	Real Estate	Motor Lodge 1240 Chester HWY, York, SC 29745
169	12-ATF-022582	Real Estate	111 Metro Drive, Anderson, SC 29625
170	12-ATF-022619	Real Estate	3507 Hwy 246 S, Ninety Six, Greenwood, SC 29666-9087
171	12-ATF-022661	Real Estate	1224 Emerald Rd., Greenwood, SC 29646
173	12-ATF-022630	Real Estate	204 McArthur ST., Woodroff, SC 29388

	A	B	C
1	CAT No.	Asset Type	Item Description
174	12-ATF-022584	Real Estate	730 West Main Street, Clinton, SC
181	12-ATF-022579	Real Estate	401 N. Main Street, Saluda, SC 29307
184	12-ATF-001249	Vehicles	2000 Dodge Caravan Van VIN:2B4GP2537YR856029
185	12-ATF-001251	Vehicles	2006 Chevrolet Express Van VIN:1GCFCG15XX61213770
186	12-ATF-001261	Vehicles	2004 Chevrolet CG33503 Express Van VIN: 1GBHG31U941110261
187	12-ATF-001861	Vehicles	2004 GMC Savana Cutaway Van VIN:1GDJG31U941912544
189	12-ATF-001940	Vehicles	2004 FRHT Med Conv FL70 Freightliner VIN:1FVABTAK14HM41339
190	12-ATF-001274	Vehicles	2011 BMW M3 Passenger VIN: WBSKG9C57BE79624
195	12-ATF-001254	Vehicles	2005 Suzuki VZ8005k Motorcycle VIN:JS1VS56A252101964
196	12-ATF-001260	Vehicles	1999 Chevrolet 3500 Van VIN:1GBHC34R5XF081934
197	12-ATF-001263	Vehicles	2006 Chevrolet Express Van VIN:1GCFCG15X861200628
198	12-ATF-001270	Vehicles	2008 Audi R8 Passenger VIN: WUAAU34268N006098
199	12-ATF-001868	Vehicles	1999 Chevrolet C3500 Truck VIN:1GBHC34R1XF083227
200	12-ATF-001941	Vehicles	2005 Chevrolet Avalanche SUV VIN:3GNEC12Z35G120089
201	13-ATF-013604	Vehicles	2010 Blue Dodge 1500 VIN: 1D7RV1CT2BS530608
202	13-ATF-013606	Vehicles	2010 Toyota FJ VIN: JTEBU4BF6AK0902288

Anjay Patel, et al - Court No. 5:11cr00031

Non-Forfeited Assets

	A	B	C
1	CAT No.	Asset Type	Item Description
2	12-ATF-004674	Art/Collection	18th Century Silver Coin, NGC Shipwreck Certified w/ Case
3	12-ATF-004675	Art/Collection	Coin and Bill Collection Assorted Values
4	12-ATF-023377	Art/Collection	Approximately 140 assorted collectible coins, small denominations
5	12-ATF-023378	Art/Collection	63 assorted collectible coins valued between \$0.01 - \$1.00
6	12-ATF-012580	Currency	Blue two sided zippered pouch containing (20) \$2.00 bills and (1) \$1.00 bill, US currency
7	12-ATF-001230	Currency	\$500,000 of the seized \$1,447,280.00 (the balance of this sum will be forfeited)
8	12-ATF-023286	Currency	\$25.00 U.S. Currency
9	12-ATF-023287	Currency	\$53.00 U.S. Currency
10	12-ATF-023288	Currency	\$30.00 U.S. Currency
11	12-ATF-023289	Currency	\$52.00 U.S. Currency
12	12-ATF-023290	Currency	\$143.00 U.S. Currency
13	12-ATF-023291	Currency	\$280.00 U.S. Currency
14	12-ATF-023292	Currency	\$146.00 U.S. Currency
15	Not in Cats	Financial	Bank of America Safe Deposit Box 2889 held in the name of Sheena Emmanuel
16	12-ATF-005195	Financial	Bank of America Safe Deposit Box T4207 held in the name of Shilpaben Patel
17	Not in Cats	Financial	American Community Bank aka Yadkin Valley, Safe Deposit Box No. 61100029
18	Not in Cats	Financial	American Community Bank aka Yadkin Valley, Safe Deposit Box No. 61100009
19	Not in Cats	Financial	American Community Bank aka Yadkin Valley, Safe Deposit Box No. 61100022
20	12-ATF-002717	Jewelry	Rolex Watch Oyster Perpetual Dayton SN: 70216
21	12-ATF-002719	Jewelry	Breightling Montbrilliant Chromometre A35330 Watch
22	12-ATF-002720	Jewelry	Movado Men's Luna Watch
23	12-ATF-002965	Jewelry	Stainless Ladies Gucci Watch w/Diamond Chips
24	12-ATF-002968	Jewelry	Fake Gold Toned Gucci Watch
25	12-ATF-002969	Jewelry	Stainless Ladies Gucci Watch
26	12-ATF-002971	Jewelry	Stainless Ladies Gucci Watch
27	12-ATF-002972	Jewelry	Fake Men's Rolex Watch
28	12-ATF-002973	Jewelry	Stainless Ladies Movado Watch
29	12-ATF-002974	Jewelry	Stainless Ladies Geneve Chopara Watch
30	12-ATF-003290	Jewelry	Ivory Bracelet
31	12-ATF-003501	Jewelry	Diamond Bracelet
32	Not in Cats	Jewelry	One gold colored bar engraved with "C169" - ATF Seq# 1428
33	12-ATF-004643	Jewelry	Red Velvet Bag Containing Small Clear Stone, Misc Gold Jewelry, Gold Colored bracelet w/ 6 Green Stones, Gold Stud Earrings w/ Clear Stones
34	12-ATF-004644	Jewelry	Gold Colored Jewelry, 2 Gold Colored Earrings with Red Stones
35	12-ATF-004645	Jewelry	18K W/G Ladies Diamond Chips & Heart Necklace, 14K Assorted Bangle Bracelets, Necklaces, and Earrings, 10K Y/G Heart Ring, 10K W/G CZ Ladies Ring, Assorted Sterling Necklaces & Bracelets, and 14K W/G Ladies Necklace w/Diamond Chip Pendent
36	12-ATF-009226	Jewelry	Small red pouch containing necklace and pendant
37	12-ATF-009233	Jewelry	Small clear plastic jewelry case with assorted jewelry and necklace (purple and green)
38	12-ATF-009237	Jewelry	Plastic jewelry box containing necklance and earrings
39	12-ATF-009240	Jewelry	Plastic jewelry box containing assorted gold colored jewelry
40	12-ATF-009241	Jewelry	Pink necklace jewelry box with "Sonali" name imprinted on lid containing assorted jewelry
41	12-ATF-009242	Jewelry	Soft sided pink with gold trim jewelry bag with name "Sonali" on it containing (9) 1 ounce gold bars seized 1-25-12.

Anjay Patel, et al - Court No. 5:11cr00031

Non-Forfeited Assets

	A	B	C
42	12-ATF-009244	Jewelry	Small pink jewelry bag with gold trim and zipper, name "Sonali" on side, containing gold colored necklace
43	12-ATF-009245	Jewelry	Small cardboard box with floral design containing assorted jewelry
44	12-ATF-009247	Jewelry	Small burgundy velvet bag containing (9) 1 ounce gold bars encased in cellophane and one pair of earring settings seized
45	12-ATF-009248	Jewelry	Red soft sided jewelry bag , assorted wedding jewelry, bag has two zippered compartments
46	12-ATF-009249	Jewelry	Cream colored jewelry bag with name "C.H. Jewellers" containing assorted wedding
47	12-ATF-009250	Jewelry	Small red velvet box containing two bracelets
48	12-ATF-009251	Jewelry	Gold hexagon box with writing "Sonali" on lid containing assorted jewelry
49	12-ATF-009252	Jewelry	Small light brown colored plastic jewelry box (circular) containing assorted jewelry
50	12-ATF-022611	Real Estate	125 Carolina Orchard Rd., Cowpens, SC 29330
51	12-ATF-022571	Real Estate	1215 Greenwood Rd, Laurens, SC
52	12-ATF-022573	Real Estate	607 W. Main Street, Walhalla, SC
53	12-ATF-022578	Real Estate	13780 E. Wade Hampton Blvd., Greer, SC 29651
54	12-ATF-022583	Real Estate	1802 South Main Street, Greenwood, SC 29646
55	12-ATF-022586	Real Estate	401 Janette Street, Conway, SC 29527
56	12-ATF-022588	Real Estate	100 W. Strawberry Blvd., Chadbourne, NC 28491
57	12-ATF-022598	Real Estate	349 2nd Street, Chesterfield, SC
58	12-ATF-022599	Real Estate	401 Black Oak Ct., Spartanburg, SC 29306
59	12-ATF-022616	Real Estate	1700 Wofford ST., Spartanburg, SC 29301
60	12-ATF-022632	Real Estate	660 N Main ST., Woodroff, SC 29388
61	12-ATF-022634	Real Estate	1030 Maxwell Ave., Greenwood, SC 29646
62	12-ATF-022644	Real Estate	120 Abbott Lane, Spartanburg, SC 29307-5446
63	12-ATF-022651	Real Estate	829 S. Church ST., Spartanburg, SC 29306-5435
64	12-ATF-022655	Real Estate	2504 Montague Ave. EXT, Greenwood, SC 29649-9138
65	12-ATF-022659	Real Estate	900 E. Durst Ave. E, Greenwood, SC 29649-2910
66	12-ATF-022665	Real Estate	201 John B. White Sr. BLVD., Spartanburg, SC 29306-6046
67	12-ATF-022668	Real Estate	Highway 56, Laurens, SC Tax Map Parcel 1/905-01-010-001
68	12-ATF-022671	Real Estate	22477 HWY 76 E. Laurens, SC 29360-8438 Parcel:2/901-29-01-037
69	12-ATF-022674	Real Estate	322 West Main ST., Clinton, SC 29325-2333 Parcel: 3/901-12-03-001
70	12-ATF-022677	Real Estate	801 N Harper ST., Laurens, SC 29360 Parcel:4/504-00-00-060
71	12-ATF-022679	Real Estate	Speedy #3- 807 N. Harper ST, Laurens, SC 29360 Parcel:5/906-1002-045 and 044
72	12-ATF-022680	Real Estate	700 Fleming ST., Laurens SC 29360-2524 Parcel:6/906-18-05-026
73	Not in Cats	Real Estate	??15-401 Bypass Bennettsville, SC
74	12-ATF-001944	Vehicle	2011 GMC 1GKS/Denali SUV VIN: 1GKS2MEFXBR144441
75	Not in Cats	Vehicle	GMC Acadia, VIN 1GKER00778J128624 - not seized
76	Not in Cats	Vehicle	Chevrolet 1Z67, VIN 1Z67J5S405599 - not seized
77	Not in Cats	Vehicle	Chevrolet K 1500 Sliverado, VIN 2GCEK19T331211835 - not seized
78	12-ATF-001256	Vehicle	2008 BMW X5 SUV VIN:5UXFE43518L028876
79	12-ATF-001286	Vehicle	2007 GMC Yukon SUV VIN:16KFC16057R418644

RECEIVED

Sep 06 2022

SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certified that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/Jennifer Dowd Nichols
Jennifer Dowd Nichols, SC Bar #75916
NICHOLS & PRICE
PO Box 836
1413 Main Street
Newberry, South Carolina 29108
(803) 276-0796
jennifer@nicholspricelaw.com
Attorney for the Appellant

August 31, 2022