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**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM ORANGEBURG COUNTY  
Court of Common Pleas

The Honorable Diane Schafer Goodstein, Circuit Court Judge

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Appellate Case No.: 2021-001413

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Jacquelyn Gladden and Patricia Reed, Respondents,

v.

Cyndy Reed Stewart, Appellant.

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**RECORD ON APPEAL**  
**Volume 2**

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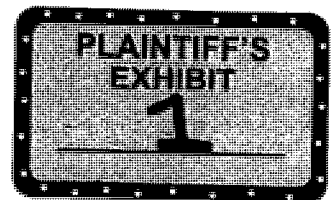
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**LAST WILL AND TESTAMENT  
OF  
THEODOCIA K. REED**

Dated: June 10, 2008

Prepared by:

Linda Farron Knapp, Esquire  
PO Box 714, 21 Hugh Street  
Barnwell, SC 29812  
803-541-7676



# LAST WILL AND TESTAMENT

OF

**THEODOCIA K. REED**

I, **Carrie Theodocia (aka Theodocia) K. Reed**, a resident of and domiciled in the State of South Carolina, make, publish and declare this to be my Last Will and Testament, revoking all wills and codicils at any time heretofore made by me. Carrie is on my birth certificate, but I have always used only Theodocia when signing my name.

**FIRST:** I direct that the expenses of my last illness and funeral, the expenses of the administration of my estate, and all estate, inheritance and similar taxes payable with respect to property included in my estate, whether or not passing under this will, and any interest or penalties thereon, shall be paid out of my residuary estate, without apportionment and with no right of reimbursement from any recipient of any such property.

**SECOND:** It is my desire that, upon my death, I be buried besides my beloved husband David Reed.

**THIRD:** I give all my real estate, and all rights that I have under any related insurance policies, in equal shares to those of my children (Patricia Reed, Cyndy Reed Stewart and Jaquelyn Gladden) who survive me subject to the below restriction to first deduct that part of my assets that any daughter claims under right of survivorship. The bequest of real property under this Article **THIRD** is also subject to any mortgages, deeds of trust or similar liens evidencing indebtedness which may exist upon my death. If any daughter has predeceased me then to the beneficiaries named in her last will and testament, and if she has no will to her heirs-at law, by representation.

**FOURTH:** I give all tangible personal property owned by me at the time of my death, including without limitation personal effects, clothing, jewelry, furniture, furnishings, household goods, automobiles and other vehicles, and all rights that I have under any related insurance policies, to those of my children who survive me, in substantially equal shares, to be divided among them as they shall agree, or if they cannot agree, as my personal representatives shall determine. *I want my daughters to each to receive approximately equal shares. I have placed my daughter's Patricia's and Cyndy's names on various investment and bank accounts, but this was done only for the purpose of assisting with handling my financial affairs due to my advanced age and difficulty driving. If it turns out Patricia or Cyndy receive or claims sole ownership by right of survivorship to the exclusion of (her) their sisters, then her (their) share(s) of my personal goods and real estate is to first be reduced by what she claims from these other accounts to ensure there is as equal a division as possible.*

T. K. R.

**FIFTH:** I give all the rest, residue and remainder of my property and estate, both real and personal, of whatever kind and wherever located, that I own or to which I shall be in any manner entitled at the time of my death (collectively referred to as my "residuary estate"), as follows:

(a) To those of my children who survive me and to the issue who survive me of those of my children who shall not survive me, by representation.

(b) If no issue of mine survives me, I give my residuary estate to those who would take from me as if I were then to die without a will, unmarried and the absolute owner of my residuary estate, and a resident of the State of South Carolina.

**SIXTH:** If any property of my estate vests in absolute ownership in a minor or incompetent, my personal representatives, at any time and without court authorization, may: distribute the whole or any part of such property to the beneficiary; or use the whole or any part for the health, education, maintenance and support of the beneficiary; or distribute the whole or any part to a guardian, committee or other legal representative of the beneficiary, or to a custodian for the beneficiary under any gifts to minors or transfers to minors act, or to the person or persons with whom the beneficiary resides. Evidence of any such distribution or the receipt therefor executed by the person to whom the distribution is made shall be a full discharge of my personal representatives from any liability with respect thereto, even though my personal representatives may be such person. If such beneficiary is a minor, my personal representatives may defer the distribution of the whole or any part of such property until the beneficiary attains the age of eighteen (18) years, and may hold the same as a separate fund for the beneficiary with all of the powers described in Article EIGHTH hereof. If the beneficiary dies before attaining said age, any balance shall be paid and distributed to the estate of the beneficiary.


**SEVENTH:** I appoint by three daughters Patricia Reed, Jacquelyn Gladden and Cyndy Reed Stewart as joint personal representatives of this will. If any of my personal representatives shall fail to qualify for any reason as personal representative or, having qualified shall die, resign or cease to act for any reason as personal representative, the other personal representatives may act alone as my personal representative(s). I direct that no personal representative shall be required to file or furnish any bond, surety or other security in any jurisdiction.

**EIGHTH:** I grant to my personal representatives all powers conferred on personal representatives and executors under the South Carolina Probate Code, as amended, or any successor thereto, and all powers conferred upon personal representatives and executors wherever my personal representatives may act. I also grant to my personal representatives power to retain, sell at public or private sale, exchange, grant options on, invest and reinvest, and otherwise deal with any kind of property, real or personal, for cash or on credit; to hold, manage, insure, repair, improve, demolish, divide, and otherwise deal with and dispose of any property; to borrow money and mortgage, encumber or pledge any property to secure loans; to exercise all powers of an absolute owner of property; to compromise and release claims with or without consideration; and to employ attorneys,

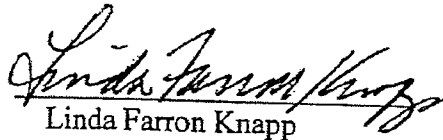
accountants and other persons for services or advice. The term "personal representatives" wherever used herein shall mean the personal representatives, executors, executor, executrix or administrator in office from time to time.

**NINTH:** I direct that for purposes of this will a beneficiary shall be deemed to predecease me unless such beneficiary survives me by more than thirty (30) days.

**IN WITNESS WHEREOF,** I, Theodocia K. Reed, the Testatrix, sign my name to this instrument as my last will and testament this 10th day of June, 2008, and, being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and testament, and that I sign it willingly, that I execute it as my free and voluntary act and deed for the purposes therein expressed, and that I am at least eighteen years of age, of sound mind, and under no constraint, duress, fraud or undue influence.

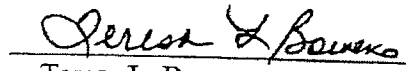
  
Theodocia K. Reed

We Linda Farron Knapp and Teresa L. Bowers, the witnesses, sign our names to this instrument, and, being first duly sworn, do each hereby declare to the undersigned authority that Theodocia K. Reed, the Testatrix, signed and executed this instrument as her last will and testament and that she signed it willingly, and that each of us, in the presence and hearing of the Testatrix, and each other, hereby signs this will as witness to the Testatrix's signing, and that to the best of each of our knowledge the Testatrix is at least eighteen years of age, of sound mind, and under no constraint, duress, fraud or undue influence.

  
Linda Farron Knapp

residing at:

511 Washington St.  
Barnwell, South Carolina 29812

  
Teresa L. Bowers

residing at:

197 Snider-Bowers Drive  
Fairfax, South Carolina 29827

T. 1

STATE OF SOUTH CAROLINA, COUNTY OF BARNWELL

Subscribed, sworn to and acknowledged before me by the said Theodocia K. Reed, Testatrix, and subscribed and sworn to before me by the said Linda Farron Knapp and Teresa L. Bowers as witnesses, this 10th day of June, 2008.

Dona B. Junker  
Notary Public for South Carolina  
My commission expires on 07-16-2017

LINDA FARRON KNAPP, P.C.  
ATTORNEY AT LAW

---

21 HUGH STREET  
POST OFFICE BOX 714  
BARNWELL, SOUTH CAROLINA 29812  
(803) 511-7676  
FAX: (803) 511-7677  
e-mail: lfknap@bellsouth.net

Monday, June 23, 2008

---

Ms. Theodocia K. Reed  
2684 Church Street  
Denmark, South Carolina 29042

**RE: Instructions on Estate Documents and Closing of File**

Dear Ms. Reed,

Enclosed please find your original durable General Power of Attorney. It is called durable because it is still effective when you become incapacitated and it's general because you have given authority that will allow your attorney-in-facts to take any act you could take regarding your finances and assets. Please remember a certified copy is just as good as the original. Your daughters Patricia Reed, Cindy Reed Stewart and Jacquelyn Gladden will use the Affidavit I provided, if they ever need to use the Power of Attorney. The Affidavit states the reason for your lack of competency and that the document has not been revoked.

Your attorney-in-facts should sign your name as follows:

*Theodocia K. Reed by Cindy Reed Stewart, POA*  
*Theodocia K. Reed by Patricia Reed, POA*  
*Theodocia K. Reed by Jacquelyn Gladden, POA*

Your attorney-in-facts should never sign their own name as this could obligate them personally as the guarantor on your debts or bills. You have requested they all serve together as a trio in unity of purposes for your best interest in all matters. Copies are enclosed for your daughters.

The first two pages of your Health Care Power of Attorney contain instructions on how to invalidate provisions or cancel them. I have already provided you with copies to use with a hospital or doctor. You can make additional copies of the HCPOA as needed and they do not have to be certified. I am sending copies to your daughters, as per your instructions, and you may also want to give one to your primary care doctor. **Keep the original with your important estate papers.** Never give the original to a doctor or hospital, insist they make a copy and return the original to you or your agent. I also gave you a card to keep in your wallet, please remember to fill it out.



We also executed a Last Will and Testament. Do not write on the will or cross anything out as doing so could invalidate the will.

Some people like to include a last letter to loved ones with their wills, this is perfectly acceptable and in fact a nice gesture. People often share their pride, their wisdom, their hopes for their children and grandchildren, and their testimonies.

Please feel free to call me if you have any questions about these estate documents.

---

Sincerely,



Linda Farron Knapp  
Attorney at Law

Enclosure

cc: Cindy Stewart, Patricia Reed, and Jacquelyn Gladden

P.S. Daughters of Theodocia Reed: Ladies, your mother met with me alone on Tuesday, June 10, 2008. While Cindy brought Ms. Reed to the office, she did not remain during our meeting. I firmly believe these estate documents represent your mother's desires and that she has tried to be fair and loving to each of you and hopes you will work together to take care of her and protect her ~~self~~. Her last years are truly golden.

2009

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE MATTER OF:  
THEODOCIA REED

Jacquelyn Gladden and Patricia Reed,  
Petitioners,

vs.

Cynthia Stewart,  
Respondent,  
and  
Theodocia Reed,  
An Allegedly Incapacitated Person.)

IN THE PROBATE COURT  
Case Numbers: 2009-GC-40-00009  
2009-GC-40-00010

AMY B. SULLOY  
PROBATE JUDGE  
ORANGEBURG COUNTY, S.C.

2009 DEC 29 PM 5:50

FILED

ORDER REGARDING HEARING

THIS MATTER IS BEFORE THE COURT upon the filing of a Summons and Petition for Appointment of Guardian and Conservator on January 16, 2009, by Jacquelyn Gladden and Patricia Reed; both of whom are represented by Charles Black, Jr., Esq. The Petitioners are the daughters of Theodocia Reed (hereinafter, "Mrs. Reed"). In their Petition, Jacquelyn Gladden and Patricia Reed allege that Mrs. Reed's remaining daughter, Cynthia Stewart, who is designated as Mrs. Reed's attorney-in-fact under a General Power of Attorney executed December 12, 2008, is not capable of properly caring for and supervising Mrs. Reed. Petitioners further allege that Cynthia Stewart used this document to make several changes to bank accounts held jointly by all three daughters with Mrs. Reed, and made an improper disbursement of \$7,000.00, subsequent to the execution of the December 12, 2008 General Power of Attorney.

On January 27, 2009, Cynthia Stewart responded to the Petition, contending that she is capable of, and has been, providing adequate care for Mrs. Reed. She further asserts in her answer that the alleged bank account designations have not been altered and that the Petitioners

are still listed as joint owners. Cynthia Stewart also alleges that any disbursements made from this account, were done for the benefit and care of Theodocia Reed.

Subsequent to that, a status hearing was held on March 23, 2009, and the parties were given until April 24, 2009, to resolve all outstanding issues by their own agreement. As the parties did not reach a full resolution of the disputed issues between them, they were directed to mediation, pursuant to the Probate Court Pilot Mediation Program. The parties, including Mrs. Reed and her court-appointed Guardian ad Litem, N. Bruce Holland, Esq., met with mediator Tim Harbeson, Esq., on June 22, 2009. The parties attempted to resolve their differences through mediation, and all parties signed a mediation agreement at the conclusion of the mediation conference, but the agreement was repudiated the following day by Cynthia Stewart. Mrs. Stewart then retained Stephen Fitzer, Esq., to represent her in these proceedings.

After Mr. Fitzer was retained, he, Mr. Holland, and Mr. Black discussed the case further in an attempt to come to some agreement, but were unable to resolve all issues. Mr. Fitzer's client's position is that Mrs. Reed was not incapacitated and, therefore, she had the capacity to revoke her prior power of attorney, and to execute a new power of attorney on December 12, 2008, which designated her as her mother's attorney-in-fact. Mr. Black's clients' position is that Mrs. Reed was incapacitated and, therefore, unable to revoke the power of attorney that was in effect prior to December 12, 2008, which would then give all three daughters joint decision-making authority, under the power of attorney in effect prior to December 12, 2008. Finally, Mr. Holland's position, on behalf of Mrs. Reed, is that she has capacity, that she is capable of making all of her own decisions about health care and her finances, and that she desires that all three of her daughters get along and make decisions together.

A hearing was held in this matter on October 19, 2009. Present were: Theodocia Reed; N. Bruce Holland, Esq., the court-appointed GAL for Mrs. Reed; Jacquelyn Gladden and Patricia Reed, the Petitioners; Charles Black, Jr., Esq., attorney for the Petitioners; Cynthia Stewart, the Respondent; Stephen Fitzer, Esq., attorney for the Respondent, Elizabeth Stubbs, sister of Mrs. Reed, Jesse Stewart, son-in-law of Mrs. Reed, Earline Williams, and Hayward Garvin. The purpose of the hearing was to discuss and resolve the capacity of Mrs. Reed; payment of allocation of attorneys' fees and mediator's fees by the parties; the Motion for Transfer of Venue filed by Cynthia Stewart; and the continuation of these actions in Richland County.

The Court gave Counsel and the Guardian ad Litem the opportunity to make statements regarding the issues to be discussed, and the Court asked several questions in response to the information presented by the attorneys, including seeking clarification as to why a mediation agreement had been signed and later repudiated by Mrs. Stewart. Mr. Holland informed the Court that it continued to be his position on behalf of his client that she had capacity and, therefore, the ability to make her own decisions about her health care and her financial affairs. He encouraged the Court to meet privately, in chambers, with Mrs. Reed to make its own assessment as to her capacity. As the ability to make or revoke a power of attorney is based on contractual capacity, the Court agreed to speak with Mrs. Reed privately to determine whether she appeared to have the necessary capacity to make her own decisions, including the ability to designate who would handle her financial affairs. The parties agreed that if the Court could determine from its questions of Mrs. Reed that she possessed such capacity, that she should be allowed to make her own decisions and that neither a Physician's Affidavit or an Examiner's Report would be necessary.

The Court went into recess to meet privately with Mrs. Reed in chambers for approximately twenty-five minutes. Also present was the Court's judicial law clerk, Jesse Near. The conversation with Mrs. Reed included questions from the Court about Mrs. Reed and her family, including her age, where she lived, with whom she lived, the status of her health, what conditions she was seeing a doctor for, her medications, and how often she sees the doctor. The Court also asked about current events, such as who the President of the United States is, and the year, date and month of the year.

Throughout this meeting, Mrs. Reed was oriented as to date, time, and place. When asked if she understood the dispute that was going on between her daughters, she answered affirmatively and indicated that they were disagreeing about who should make decisions for her and where she should live. The Court also inquired as to her understanding of a health care power of attorney and a power of attorney for her business affairs. Mrs. Reed answered that the health care power of attorney lets someone make decisions for her about her medical treatment, who her doctor will be, and where she will live. However, Mrs. Reed firmly indicated that she wanted to choose her own doctor and make decisions about her health care, and that she would want her daughters to make decisions together about her health care if she could not make the decisions herself. In addition, she indicated that the power of attorney would let someone handle her money and pay her bills. Mrs. Reed said that she needed assistance with paying her bills, but wanted to make her own decisions about her finances. If she needs someone to make decisions about her finances in the future, Mrs. Reed indicated that she would want Cynthia Stewart to take care of her finances, because it would be more convenient, but she would want Jacquelyn Gladden and Patricia Reed to know about everything going on with her finances.

When asked where she wanted to live, Mrs. Reed indicated that she wanted to live in Florida with Mrs. Stewart and her family, because she likes it there. However, she wants to be able to visit with her other daughters in South Carolina whenever she desires, and for as long as she desires. Mrs. Reed was aware that she owns property in Bamberg County, South Carolina, and indicated that she did not want that house to be sold, but wanted it to be kept for her to go visit whenever she wished to do so.

Mrs. Reed clearly had an understanding of what it meant to give authority to someone under a health care power of attorney and a power of attorney for business affairs. She also had very definite ideas about the fact that she could make her own decisions, but may not be able to do so in the future. She acknowledged some health issues, stating that she is 84 years old, but those conditions do not seem to have affected her ability to be aware of the type of decisions she would need to make for herself, or to actually make those decisions for herself.

Finally, as Mrs. Reed has the ability to make her own decisions, the Court asked her if she would want to have new powers of attorney done that reflect exactly what she stated regarding her wishes, or if she wanted the Court to do an order. She firmly stated that she wanted the Court to do an order, because she was tired of the disagreements and wanted everyone to try to work together. The Court explained to Mrs. Reed that an order could be issued stating that she had the ability to make her own decisions and that she did not need a guardian or conservator at this time. Mrs. Reed stated her desire that the Court make a ruling on her capacity and enter an order addressing the specific things she previously indicated.

The Court reconvened to advise the other parties of its assessment of Mrs. Reed's capacity, giving a summary of the aforementioned information. At that point, Mr. Holland added that he had met with Mrs. Reed on three separate occasions, the latest being prior to the hearing

on October 19, 2009, and that he found her understanding and answers to be the same. He reasserted his statement that his client is not incapacitated.

The other issues to be addressed at the hearing were those regarding whether venue should be transferred to Bamberg County, and who should pay attorneys' fees in this action. As ~~the Court did not have any indication that Mrs. Reed was incapacitated, the petitions should be~~ dismissed. This eliminates the need for a transfer of these actions to Bamberg County. With regard to attorneys' fees, the Court expressed its opinion, but also sought input from Mrs. Reed. Mrs. Reed conferred with Mr. Holland, and then stated that she wanted each of her daughters to be responsible for the fees and costs for their own attorneys. The cost of mediation is to be split between Mrs. Reed and her daughters, with each of them paying one-fourth of the cost of the mediation. The bills of Mr. Holland and of Mrs. Clingman will be paid from Mrs. Reed's funds.

After reviewing the entire record, the Court makes the following:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Jurisdiction. That this Court has subject matter jurisdiction of these proceedings, pursuant to S.C. Code Ann. § 62-5-102, 1976, as amended.
2. Venue. That Theodocia Reed currently resides with her daughter Cynthia Stewart in Florida. Mrs. Reed also owns property in Bamberg County, South Carolina, where she resided prior to moving to Florida. Therefore, pursuant to S.C. Code Ann. § 62-5-302, 1976, as amended, venue for these proceedings would properly be laid in either Florida or Bamberg County. However, Mrs. Reed, with advice of counsel, has requested that this Court make findings and enter an order in this matter, since these are before it at this time. Mrs. Reed indicated that she wants the issue concluded now, and desires that her daughters follow her wishes.

2

3. Incapacity. That the Court hereby finds that Theodocia Reed does not meet the definition of an incapacitated person, as defined in S.C. Code Ann. § 62-5-101(1), 1976, as amended, due to any mental condition or physical condition. Ms. Reed has sufficient capacity to make her own health care and financial decisions. Ms. Reed is further entitled to choose her own doctors.

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4. No Guardian or Conservator. That based on Mrs. Reed's capacity, the Court concludes that does not need a Guardian or Conservator appointed for her at this time.

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5. Dismissal of Petitions. That based on the above finding of capacity, the Petitions for Appointment of Guardian and Conservators, both filed January 16, 2009, are dismissed.
6. Status of Powers of Attorney. That Mrs. Reed indicated that she did not wish to have a durable power of attorney or health care power of attorney in place unless she is not able to make decisions for herself. However, the Court strongly encourages Mrs. Reed to execute those documents now, but to include provisions which trigger the use of the document only at the time in which Mrs. Reed becomes incapacitated or unable to make decisions for herself. The Court also encourages the attorney preparing those documents to incorporate the terms of this Order because they reflect the wishes and desires of Mrs. Reed.
7. Assistance with Financial Matters. That at the request of Theodocia Reed, Cynthia Stewart will provide her with assistance with financial matters, such as paying bills; however Mrs. Reed will have the ultimate decision making authority and will be consulted with respect to all matters affecting her finances. At the request and direction of Mrs. Reed, Cynthia Stewart will keep Jacquelyn Gladden and Patricia Reed promptly and adequately informed of all of Mrs. Reeds financial matters, including providing full

copies of all bank statements for accounts held in Mrs. Reed's name or held for her benefit, and keeping them informed of other matters affecting Mrs. Reed's finances (such as lease arrangements for the Orangeburg County property and the management and any renovations of Mrs. Reed's real property in Bamberg County, etc.).

8. Delegation of Additional Authority. Mrs. Reed may delegate additional authority as she deems appropriate. In the interim between the filing of this Order and the execution by Mrs. Reed of new planning documents, Cynthia Stewart, Patricia Reed, and Jacquelyn Gladden shall take direction from their mother as to who she wants to handle specific tasks, including those related to the management of any and all farmland lease arrangements.
9. Bamberg County Residence. That neither Cynthia Stewart, Jacquelyn Gladden, nor Patricia Reed will be permitted sell any property owned by Mrs. Reed, which includes the former residence in Bamberg County. This house will be retained by Mrs. Reed for future visits of open duration. All of Mrs. Reed's daughters shall have equal access to the Bamberg County residence, but other family members may only visit that property when accompanied by one of the daughters. None of these individuals, as well as any other individuals at their direction, shall sell, disturb, or remove the contents of this house, unless specifically authorized to do so by Theodocia Reed.
10. Living Arrangements and Visits. That Theodocia Reed will decide when and where she wishes to reside, for any length of time, whether it is in Florida, or South Carolina. As detailed above, Mrs. Reed indicated at the hearing that she wishes to reside permanently in Florida, but wishes to visit her daughters in South Carolina for as long as she desires.

Given the above finding of capacity, Ms. Reed will be permitted to change her current place of residence in the future, if she so desires.

11. Expenses During Visits. That Mrs. Reed may incur expenses during visits to her home in Bamberg County, or with her daughters, and should have a means for meeting such expenses even when absent from her primary place of residence. Therefore, Mrs. Reed's daughters shall cooperate in providing a meaningful process for Mrs. Reed to pay such expenses herself (e.g., by cash, check, credit card, debit card, prepaid debit card, etc.).

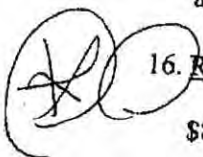
Should any expenses be personally incurred on Mrs. Reed's behalf by any individual, Mrs. Reed shall have the sole discretion to determine whether those expenses should be reimbursed. No one shall have the authority to reimburse themselves from Mrs. Reed's funds for any expenses unless specifically authorized to do so by Mrs. Reed.

12. Healthcare Matters. That Mrs. Reed indicated her desire for all three of her daughters to be involved in her healthcare decisions, if she cannot make those decisions for herself. To that end, the daughters shall keep each other reasonably informed of Mrs. Reed's healthcare status and any issues that arise in connection therewith. In addition, they shall provide full and complete information to each other concerning Mrs. Reed's medications and any other health-related requirements as may be necessary and appropriate to maintain Mrs. Reed's health and well-being at all times. Absent emergency or exigent circumstances, all three daughters shall be informed of, and allowed to participate in, any major health-related decisions for Mrs. Reed, if she cannot make those decisions for herself. If any emergency or other exigent circumstances preclude such information and participation, then every reasonable effort shall be made to provide full and complete information to all of the daughters as soon as possible.

13. Payment of Attorneys' Fees. That based on the requests of Theodocia Reed, as well as this Court's equitable considerations, Jacquelyn Gladden, Patricia Reed, and Cynthia Stewart will each bear the cost of their own attorneys' fees. The attorneys' fees of Bruce Holland and Sarah Clingman will be paid from the funds of Mrs. Reed.

14. Payment of Guardian ad Litem's Fees. That Bruce Holland, Esq., the Court-appointed attorney and Guardian ad Litem for Theodocia Reed is entitled to payment for his extensive services in this matter, in the amount of \$190.00 per hour.

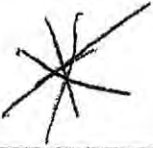
15. Payment of Mediation Fees and Costs. That total fees and costs of \$1,560.00 were incurred by Mediator at the June 22, 2009 mediation conference (7.8 hours at \$200.00 per hour = \$1,560.00). Of this total, \$1,365.00 in fees and costs are approved by the Court (7.8 hours @ \$175.00 = \$1,365.00) and will be split equally among Mrs. Reed, Jacquelyn Gladden, Patricia Reed, and Cynthia Stewart. Each one-fourth share of this \$1,365.00 in Court-approved fees and costs equals \$341.25. The additional \$195.00 in fees and costs were incurred due to the fact that the Mediator's rate of \$200.00 per hour as actually charged exceeds the Court-approved rate of \$175.00 per hour. This additional \$195.00 will be split equally among Jacquelyn Gladden, Patricia Reed, and Cynthia Stewart, with each one-third share of this amount being \$65.00. The Mediator's total charges of \$1,560.00 have been paid out of the funds of Mrs. Reed that were paid to Warner, Payne & Black, L.L.P. by Patricia Reed and Jacquelyn Gladden at the commencement of these actions.



16. Reimbursement to Mrs. Reed. At the commencement of these actions, a net sum of \$8,000.00 was paid by Patricia Reed and Jacquelyn Gladden to Warner, Payne & Black, and L.L.P... The source of these funds was a bank account whose funds belong to Mrs.

Reed. Because the Court finds that each party should bear its own fees and costs, Patricia Reed and Jacquelyn Gladden shall reimburse Mrs. Reed for the \$8,000.00 that was transferred from her account for the purpose of paying Patricia Reed's and Jacquelyn Gladden's legal fees and costs. As noted above, \$1,560.00 of these funds were paid to the mediator for fees and expenses that are to be born by the four parties as specified in paragraph 15. Therefore, Cynthia Stewart's shares of the mediator fees (\$341.25 + \$65.00 = \$406.25) should be credited against the amount to be reimbursed by Patricia Reed and Jacquelyn Gladden, and Cynthia Reed should pay her share of such fees (\$406.25) directly to Mrs. Reed. Likewise, Mrs. Reed's share of the mediator fees (\$341.25) should also be credited against the amount to be reimbursed by Patricia Reed and Jacquelyn Gladden. As a result, Patricia Reed and Jacquelyn Gladden shall reimburse Mrs. Reed a total of \$7,252.50 and Cynthia Stewart shall reimburse Mrs. Reed a total of \$406.25. These payments shall be made within sixty (60) days of the issuance of this Order, and will result in total reimbursement to Mrs. Reed of \$7,658.75 of the \$8,000.00 (\$7,252.50 from Reed and Gladden plus \$406.25 from Stewart), with the remaining \$341.25 representing Mrs. Reed's contribution to the mediator fees.

17. Restoration of Bank Accounts. In addition to the \$8,000.00 transfer of Mrs. Reed's funds as discussed above, additional monies from Mrs. Reed's accounts were transferred by Patricia Reed and Jacquelyn Gladden into a newly-created account at NBSC entitled "Theodocia K. Reed, by Patricia Reed & Jacquelyn Gladden, Trustees" (Account # XXX-XXX-140-9). The transfers of Mrs. Reed's certificates of deposit were previously reversed by the banks, but some funds do remain in this account. Within ten (10) days of the issuance of this Order, this account shall be closed and the proceeds of the account



paid to Mrs. Reed. Mrs. Reed shall also be furnished with copies of all statements for this account. In addition, all other accounts containing Mrs. Reed's monies shall be restored to the "original" ownership status as established by Mrs. Reed prior to any actions by any agent under a Power of Attorney or other person with access to any such account. No person other than Mrs. Reed acting individually shall take any action to alter any account from this "original" ownership status.

18. Safe Deposit Box. All three of Mrs. Reed's daughters shall be made aware of the location of any safe deposit box to which Mrs. Reed is a party or which contains any items belonging to her. No one shall remove any items from any such safe deposit box without the express consent of Mrs. Reed, and the notification of all three daughters.
19. Timber Contracts. That any information or documentation that any of Mrs. Reed's daughters have with respect to any timber contracts concerning Mrs. Reed or her property shall be provided to Mrs. Reed within ten (10) days of the issuance of this Order, with copies to all of her daughters.
20. Farming Leases. That any information or documentation that any of Mrs. Reed's daughters have with respect to any farming leases concerning Mrs. Reed or her property shall be provided to Mrs. Reed within thirty (30) days of the issuance of this Order, with copies to all of her daughters.
21. Cooperation. That in order to meet Mrs. Reed's expectations, all three daughters will need to cooperate with each other. In order to facilitate the same, each daughter shall keep her sisters apprised of current contact information, including home address, home telephone number(s), work telephone number(s), cellular telephone number(s), and any other information materially impacting their ability to contact and communication with

one another (e.g., extended travel plans, etc.). No party shall unduly interfere with or restrict access to Mrs. Reed by any other party hereto, or access by any other family member except as set forth herein. The parties shall make reasonable efforts to contact and communicate with each other on a regular basis concerning Mrs. Reed and her affairs. ~~The parties shall only involve law enforcement, social services agencies or like entities in an emergency and as a last resort after having first made reasonable efforts to resolve any issues or questions among themselves.~~

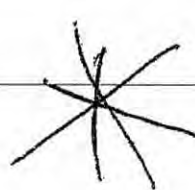
22. Enforcement. That all provisions of this Order are subject to enforcement by way of agreement reached by all parties at the October 19, 2009 hearing.
23. Further Consultation. That it would be of benefit to Mrs. Reed for her to confer with Mr. Holland, and, as mentioned previously, to have an attorney draft a durable power of attorney and a health care power of attorney for her that addresses the desires and concerns she expressed to the Court, including any type of "triggering clause" that the attorney and Mrs. Reed might find acceptable. Any attorney preparing any such documents on behalf of Mrs. Reed shall be provided with a copy of this Order prior to drafting the documents.

**THEREFORE, IT IS HEREBY ORDERED that:**

- A. The Petition for Appointment of Guardian for Theodocia Reed, filed June 16, 2009, and the Petition for Appointment of Conservator for Theodocia Reed, filed June 16, 2009, shall be dismissed. Based on the findings of this Court, Theodocia Reed shall be deemed to have capacity with the authority to make her own healthcare and financial decisions.

B. Cynthia Stewart, Patricia Reed, and Jacquelyn Gladden shall each bear the cost of their own attorneys' fees litigating this matter, as set forth above. The costs and attorneys fees of Bruce Holland, Esq., and Sarah Clingman, Esq., shall be paid immediately from the funds of Theodocia Reed.

C. The requests and desires of Theodocia Reed, as detailed in the provisions of this order, shall govern her healthcare and financial matters, unless and until Mrs. Reed consults an attorney and has new planning documents prepared that reflect her desires and concerns regarding the circumstances under which someone else will make decisions for her regarding her business affairs, her living arrangements, and her healthcare.



**IT IS SO ORDERED.**

*Jacqueline D. Belton*  
Jacqueline D. Belton, Associate Judge  
Richland County Probate Court

December 29, 2009  
Columbia, South Carolina

[Faint, illegible text or stamp]

LIMITED DURABLE POWER OF ATTORNEY  
EXCEPTING PROPERTY IN BAMBERG COUNTY

I, Theodocia K. Reed, do hereby constitute and appoint Cynthia Stewart to serve as my Agent ("Agent") and to exercise the powers set forth below. I constitute and appoint Jacquelyn Gladden to serve as my Alternate Agent ("Alternate Agent") in the event my Agent shall be unwilling or unable to serve or continue to serve with all of the authority as set forth below.

**Statement of intent.** By this instrument I intend to create a Durable Power of Attorney under the law of the state of South Carolina. It is also intended that this Durable Power of Attorney be valid in the state of Florida as well since I do plan to visit extensively with my Agent, Cynthia Stewart, who is one of my three daughters and a current resident of Florida. It is also my intention that I have two other powers of attorney that I am executing simultaneously with this one. One of the powers of attorney will be a limited one in favor of my daughter, Patricia Reed, concerning my properties in Bamberg County, SC only. The other power of attorney will be a general power of attorney which contains a springing provision that would only be effective if I am determined to be incapacitated as provided for in that document.

**Revocation of prior powers of attorney excepting the two powers of attorney mentioned above.** I hereby revoke all other, with the above exceptions, financial powers of attorney, general and/or limited, heretofore created by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein.

**ARTICLE I.**

**Modification of Agency.** This instrument, and the appointments and succession of persons to serve as Agent hereunder, are subject to modification, as follows:

1. **Revocation, amendment and resignation.** This instrument may be amended or revoked by me, at any time by my execution of a written instrument of revocation or amendment delivered to my Agent. This instrument shall be recorded in the public records office in the county of my residence. Any instrument of revocation or amendment must be filed or recorded in the same public records office as the instrument so appointing my Agent. My Agent and any alternate Agent, may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or, in the case of an Agent's resignation, by delivery an alternate Agent.

In the event of my incapacity, I direct that, my daughter, Jacquelyn Gladden and Agent of my Power of Attorney with Springing Provision due to a future incapacity of mine, shall have the power to remove my Agent by the execution of a written instrument of removal delivered to my Agent and to any Alternate Agent. Jacquelyn

Limited Durable Power of Attorney for \_\_\_\_\_

Page 1

*T. K. R.*



Gladden may exercise this power of removal, whether for cause or otherwise, if within her discretion, such removal is necessary.

2. **Alternate Agent.** Any party dealing with my Alternate Agent hereunder may rely upon an affidavit or certificate under penalty of perjury of the Alternate Agent that my primary Agent is no longer serving.
3. **Temporary Unavailability of Agent.** If my Agent is temporarily unavailable to serve due to short-term illness, vacation, or other circumstances which make it impossible or impractical for my Agent to serve for a temporary period of time, then the power of my Agent shall be exercised by my Alternate Agent for such temporary period of time.

## ARTICLE II.

**Specifically Enumerated Powers.** My Agent is authorized to exercise or perform the following specifically enumerated powers and I grant to my Agent full power and authority to do everything necessary in exercising the powers herein granted as fully as I might or could do if personally present. Specifically, I grant my Agent the power to deal with my property, real or personal, tangible or intangible, whether now owned or hereafter acquired by me, **limited** to the following specifically enumerated powers:

1. **Power with respect to bank accounts.** My Agent is authorized to establish accounts of any kind, including checking and savings accounts, in my name with financial institutions of any kind, including banks, savings and loans and credit unions. My Agent is authorized to make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit and to contract for any services offered by any bank or financial institution. My Agent is authorized to execute, on my behalf, any forms furnished by any bank, including forms appointing my Agent or any other person or persons to act for me. The power granted herein shall apply to accounts except the ones related to my Bamberg County properties which are governed by another power of attorney executed in favor of my daughter, Patricia Reed.
2. **Power with respect to safe-deposit boxes.** My Agent is authorized to contract with any institution for the maintenance of a safe deposit box in my name; to access safe-deposit boxes in my name or which I have authority to enter, whether or not the contract for the safe-deposit box was executed by me or jointly with others, or by my Agent in my name; to have the box drilled in the event the keys are misplaced; and to terminate any and all contracts for boxes. Specifically, my Agent is authorized to add to and remove from the contents of any safe deposit box, including the power to remove my original durable Power of Attorney and my original Will, even if after my

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Limited Durable Power of Attorney for \_\_\_\_\_

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*T. K. R.*

death has occurred. Any institution where my safe deposit box is located shall not be required to make any inquiry and shall not incur any liability to me or my estate for permitting my Agent to exercise the power to remove my original durable Power of Attorney without further notice to me or to anyone else and without any prior court authorization.

3. **Power with respect to Retirement Plans.** My Agent is authorized to deal with any retirement plan of which I am a member, including but not limited to, individual retirement accounts, Keough plans, pension and profit-sharing plans, settlement options and distributions, rollovers and voluntary contributions.

### ARTICLE III.

**Care and control of my person.** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows.

1. **Health Care.** My Agent is authorized to take any and all steps necessary to arrange, without replacing or invalidating the authority I have given any health care agent(s) named in my Health Care Power of Attorney, and in cooperation with the Agent(s) appointed under my Health Care Power of Attorney, to arrange for my admission to any type of health care facility, including hospitals, rehabilitation facilities, assisted living facilities, skilled nursing facilities or hospice facilities.
2. **Use of Funds for My Care.** In the event of my illness, incapacity or other emergency, my Agent is authorized to incur, pay expenses for my comfort, benefit and care. My Agent shall exercise this authority to exercise the described powers which are consistent with my wishes, or those directed by any health care Agent(s) as appointed under the Health Care Power of Attorney in effect at the time.
3. **Power to provide for principal's support.** My Agent is authorized to undertake all acts necessary for maintaining my customary standard of living, including providing an appropriate place of residence by purchase, lease or other arrangement, or by payment of the operating costs of my existing place of residence, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be.

T. K. R.

4. **Power to provide for recreation and travel.** My Agent is authorized to provide opportunities for me to engage in activities, including travel, as my health permits.
5. **Power to provide for spiritual or religious needs.** My Agent is authorized to provide for the involvement of religious clergy or other spiritual leaders in my care and to provide them access to me at any and all times, to maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from any activities intended to benefit my spiritual needs, including purchasing religious books, tapes and other materials for my use or benefit.
6. **Power to provide for companionship.** My Agent is authorized to provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.
7. **Power to make advance funeral arrangements.** N/A
8. **Power to obtain protected health information and medical records.** For purposes of the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 USC 1320d and regulations thereunder, I intend for my Agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records, and accordingly I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services, to release to my Agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical condition or mental health condition. This authority given to my Agent shall supersede any prior agreement that I have made with any health care providers and has no expiration date but instead shall expire only in the event I revoke this authority in writing and deliver it to my health care provider.

#### ARTICLE IV.

**Incidental powers.** In connection with the exercise of the powers and discretions described herein, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates and papers necessary or appropriate to such exercise or exercises, including without limitation the following miscellaneous powers:

My Agent is authorized to open read, respond to and redirect my mail; to represent me before the U. S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of

T. R.

my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and, bearing in mind the confidential nature of such documents, to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, to any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons willing to care for and maintain them.

## ARTICLE V.

**Third party reliance.** For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party, all of whom will be referred to in this article as a "Person," to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree that:

1. **Revocation and amendments.** If this instrument is revoked or amended for any reason, I, my estate, my personal representative, will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as "Person," harmless from any loss suffered, or liability incurred by such Person acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual written notice of any such revocation or amendment.
2. **Agent has power to act alone.** The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by Persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me, my estate and personal representative.
3. **No liability for reliance on Agent.** No person who relies in good faith upon the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. In addition, no person who acts in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked or amended, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate or my personal representative for permitting my Agent to exercise any such authority, nor shall any Person who deals

T. K. B.

with my Agent be responsible to determine or insure the proper application of funds or property by my Agent.

4. **Principal's heirs bound.** No Person who relies upon any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver shall incur any liability to me, my estate or my personal representative for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property by my Agent.
5. **Authorization to release information.** All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate or my personal representative for complying with my Agent's requests.

#### ARTICLE VI.

**Restrictions.** My Agent shall be restricted as follows:

1. **Benefits to Agent.** My Agent shall be prohibited from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) exercising any power of appointments I may hold, (c) disclaiming assets to which I would otherwise be entitled, or (d) using my assets to discharge any of my Agent's legal obligations.
2. **Sale of property prohibited by Agent.** My Agent may not sell, mortgage or dispose of any of my properties unless I give my written consent or by court order of a court of competent jurisdiction. Since I plan to retain my South Carolina residency status, a court of competent jurisdiction must be in South Carolina and not Florida where I will be visiting extensively.

#### ARTICLE VII.

**Durability provision.** This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders principal incapable of managing principal's own estate.

#### ARTICLE VIII.

**Administrative provisions.** The following provisions shall apply:

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Limited Durable Power of Attorney for \_\_\_\_\_

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T. K. R.

1. **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorneys fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument, provided however that such costs and expenses are incurred for my sole benefit..
2. **Accounting.** My Agent shall account periodically, but no less often than quarterly, to myself and my other two daughters, Jacquelyn Gladden and Patricia Reed. In addition to the required accountings, my Agent shall, upon my written request, provide a full accounting within ten (10) days of such request.
3. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.
4. **Governing law.** This instrument shall be governed by the laws of the state of South Carolina in all respects, including its validity, construction, interpretation and termination. To the extent permitted by law, this instrument shall be applicable to all property, both real, personal, intangible or intangible, and wherever located, and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.
5. **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.
11. **Binding effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding upon me, my estate, and my personal representative.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this 21 day of January \_\_, 2010.

Theodocia K. Reed (SEAL)  
Theodocia K. Reed, Principal

ATTESTATION

The foregoing durable power of attorney was this 27 day of January, 2010, signed, sealed, published and declared by the Principal as the Principal's appointment and empowerment of an attorney-in-fact, in the presence of us who at the Principal's request and in the Principal's presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

[Signature]  
Witness

B. M. Hall  
Witness

PROBATE

Personally appeared deponent and made oath that deponent saw the within named Principal sign, seal and as the Principal's act and deed deliver the within power of attorney and that deponent, with the other witness whose names are subscribed above, witnessed the execution thereof.

[Signature]  
Witness

SWORN to before me this  
27 day of JAN, 2010  
B. M. Hall  
Notary Public for South Carolina  
My commission expires: 4-24-13

Limited Durable Power of Attorney for \_\_\_\_\_ T. K. R. Page 8

**CERTIFICATE OF AUTHORIZATION BY PRINCIPAL**

Under the terms of the foregoing Durable Power of Attorney, to which this Certificate is attached, the authority of my Agent(s) is to commence upon the execution of this document. I desire that the authority granted to my Agent should be effective immediately, and I have signed this certificate of Authorization of principal conferring the authority granted to my Agent(s) to be effective immediately, and for that reason, intending to be legally bound, I have signed this Certificate of Authorization of principal conferring the full authority to my Agent to act on my behalf pursuant to the terms of my Durable Power of Attorney this 27 day of January, 2010.

WITNESSES:

[Signature] Theodore K. Reed  
[Signature] \_\_\_\_\_, Principal

**Acknowledgement**

STATE OF SOUTH CAROLINA )  
COUNTY OF Lexington )

I, Bruce Holland, a Notary Public, within and for the State of South Carolina, do hereby certify that the foregoing Power of Attorney was this day produced to me in the State and County aforesaid by the Principal and was executed and acknowledged by the Principal to be the Principal's free and voluntary act and deed.

WITNESS, my signature this 27 day of JAN, 2010

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 4-24-13

T. K. R.

**FLORIDA GENERAL DURABLE POWER OF ATTORNEY**

CLERK OF COURT  
BAMBERG COUNTY, SC

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

201500000862  
08-04-2015 At 05:19 PM.  
MISC POA 18.00  
STATE TAX .00  
COUNTY TAX .00  
Vol 394 Page 13 - 19  
JAMES B HIERS  
CLERK OF COURTS

**NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE FLORIDA UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.**

I, Theodocia K. Reed of [REDACTED] Tallahassee, Florida 32309, previously of [REDACTED] Denmark, South Carolina 29042 appoint my daughter, Cynthia (Cyndy) Reed Stewart of [REDACTED] Tallahassee, Florida 32309 as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

**NATURE OF POA:** This power of attorney is a durable power of attorney, and is in effective when notarized ( and filed according to applicable state rules - Florida does not require a filing of this document). It does not require a doctor to state in writing that I am capable of fully managing my own financial affairs due to age, infirmity, physical disability or mental incompetence.

**Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.**

INITIAL

\_\_\_\_\_ **(A) Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Florida, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

\_\_\_\_\_ **(B) Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage

FILED Aug 12, 2015 05:19 PM  
BOOK 01634  
PAGE 0327 NEW 0333  
INSTRUMENT # 2015000105  
FILED  
ORANGEBURG  
COUNTY  
CLERK  
BLAKE G. ALBENDER  
REGISTER  
OF DEEDS  
*Clara H. [Signature]*



A TRUE COPY

*J. S. Hiers*  
CLERK OF COURT  
BAMBERG COUNTY, SC

20150000862  
Filed for Record in  
BAMBERG, SOUTH CAROLINA  
JAMES B. HIERS, CLERK OF COURTS  
08-04-2015 At 05:19 PM.  
MISC POA 18.00  
Vol 394 Page 13 - 19

**FLORIDA GENERAL DURABLE POWER OF ATTORNEY**

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

**NOTICE:** THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE FLORIDA UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED; INCAPACITATED, OR INCOMPETENT.

I, Theodocia K. Reed of [redacted] previously  
of [redacted] appoint  
my daughter, Cynthia (Cyndy) Reed Stewart of [redacted]  
[redacted] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to  
the following initialed subjects:

**NATURE OF POA:** This power of attorney is a durable power of attorney, and is in effective when notarized ( and filed according to applicable state rules - Florida does not require a filing of this document). It does not require a doctor to state in writing that I am capable of fully managing my own financial affairs due to age, infirmity, physical disability or mental incompetence.

**Note:** If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

**INITIAL**

**(A) Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Florida, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

**(B) Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage,

insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Florida or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

\_\_\_\_\_ (C) **Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

\_\_\_\_\_ (D) **Commodity and option transactions.** To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

\_\_\_\_\_ (E) **Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

\_\_\_\_\_ (F) **Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

\_\_\_\_\_ (G) **Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

\_\_\_\_\_ (H) **Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the

principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

\_\_\_\_\_ **(I) Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

\_\_\_\_\_ **(J) Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place; and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

\_\_\_\_\_ **(K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

\_\_\_\_\_ **(L) Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

\_\_\_\_\_ **(M) Tax matters.** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to

compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

   (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

My agent has full authority to protect my interest and to protect my assets in all legal, commercial and health /medical matters.

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED BY ME.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

MY AGENT WILL HAVE THE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE HER TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM. MY AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IN THE EVENT A SECONDARY SOURCE OR ADVISEMENT IS NEEDED, I GRANT MY AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS (ONLY IN WRITING). HOWEVER, MY AGENT SHALL BE HELD HARMLESS ON ALL SUCH MATTERS THEREIN.

**Authority to Delegate.** My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY.

**Right to Compensation.** My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

**Successor Agent.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

Jesse Stewart, my son-in-law at [redacted] Tallahassee, Florida 32309 and Patricia Reed, daughter, [redacted] Georgetown, South Carolina

**Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF FLORIDA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.**

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 26 day of June, 2014

*Theodocia K. Reed*

[Signature] Theodocia K. Reed

[Redacted]  
[Social Security Number]

STATEMENT OF WITNESS

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

Ceduce Smith [Signature of Witness #1]  
Ceduce Smith [Printed or typed name of Witness #1]  
2400 Barcelona Ct #A [Address of Witness #1, Line 1]  
Tall, Fl. 32311 [Address of Witness #1, Line 2]

Shate Wilson, MSW [Signature of Witness #2]  
Shanta Wilson [Printed or typed name of Witness #2]  
7255 Centerville Rd [Address of Witness #2, Line 1]  
Tall, FL 32308 [Address of Witness #2, Line 2]

**A Note About Selecting Witnesses:** The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF FLORIDA  
COUNTY OF Leon

This document was acknowledged before me on 6/26/14 [Date] by  
Theodora K Reed [name of principal].

[Notary Seal, if any]:

[Signature]  
(Signature of Notarial Officer)



Andrew Dorman  
State of Florida  
MY COMMISSION # EE 883830  
Expires: March 13, 2017

Notary Public for the State of Florida

My commission expires:  
03/13/17

**ACKNOWLEDGMENT OF AGENT**

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Cyndy Reed Stewart  
[Typed or Printed Name of Agent]

[Signature]  
[Signature of Agent]

**PREPARATION STATEMENT**

This document was prepared by the following individual:

Cyndy Reed Stewart as current POA in South Carolina  
[Typed or Printed Name]

[Signature]  
[Signature]

1634  
0323

D-BK:01634PG:0323

**PREPARED BY:**  
Cyndy Reed Stewart as POA  
3029 Banks Road  
Tallahassee, FL 32309

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**  
Cyndy Reed Stewart  
3029 Banks Road  
Tallahassee, FL 32309

**MAIL TAX STATEMENTS TO:**  
Dr. Cyndy Stewart  
3029 Banks Road  
Tallahassee, FL 32309

FILED Aug 12, 2015 03:59:48 pm  
BOOK 01634  
PAGE 0323 new 0328  
INSTRUMENT # 2015003184  
*Clair H. Daugherty*  
Signature  
FILED  
ORANGEBURG  
COUNTY  
ELAINE G. ALEXANDER  
REGISTER  
OF DEEDS

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on the 14 day of July, 2015, between Theodocia K. Reed, a single person, whose address is 3029 Banks Road, Tallahassee, Florida 32309 ("Grantor"), and Cyndy Reed Stewart, a married person, whose address is 3029 Banks Road, Tallahassee, Florida 32309 ("Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Remises, Releases, AND FOREVER Quitclaims to Grantee, the property located in Orangeburg County, South Carolina, described as:

Real Estate 00430800LD MAP; 0173-15-009.0001 LOT 312 Buildings  
39842-Story home & surrounding property *see Exhibit A*

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Grantor grants all of the Grantor's rights, title and interest in and to all of the above described property and premises to the Grantee, and to the Grantee's heirs and assigns forever in fee simple, so that neither Grantor nor Grantor's heirs legal representatives or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax/Parcel ID Number: 0173-15-009.000

0043080

Quitclaim Deed

Page 1 of 3

ENTERED IN THE OFFICE OF ASSESSOR  
BOOK 0173 SHEET 15 BLOCK 17 PARCEL 0009  
13 DAY OF August 2015  
ORANGEBURG COUNTY JIM McLEAN, COUNTY ASSESSOR



IN WITNESS WHEREOF the Grantor has executed this deed on the 4 day of August, 2015.

8/4/2015  
Date

Theodocia K. Reed  
Theodocia K. Reed, Grantor



State of GA  
County of Richmond

On this the 4 day of August, 2015 before me personally appeared \_\_\_\_\_ who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument, and they acknowledged that they executed the foregoing instrument.

[Signature]  
Notary Public

Richmond County, GA

My Commission expires: 04/24/2018

IN WITNESS WHEREOF the Grantee has executed this deed on the 4 day of August, 2015.

8/4/2015  
Date

Cyndy R. Stewart  
Cyndy Reed Stewart, Grantee



State of Georgia  
County of Richmond

On this the 4 day of August, 2015 before me personally appeared \_\_\_\_\_ who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument, and they acknowledged that they executed the foregoing instrument.

[Signature]  
Notary Public

Richmond County, GA

My Commission expires: 04/24/2018

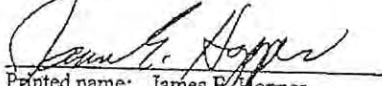
Witnessed by:  
[Signature]  
Printed name: Rev. Porcia Hopper  
Address: 4143 Elders Drive



1634  
0325

D-BK:01634 PG:0325

Augusta, GA 30909



Printed name: James E. Hopper  
Address: 4143 Elders Drive  
Augusta, GA 30909



Quitclaim Deed

Page 3 of 3

Exhibit A

All the certain, piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, fronting and measuring on Dickson Street sixty-five (65) feet and measuring on the rear line sixty-five (65) feet and on the respective side lines one hundred and sixty-five (165) feet and bounded formerly or now as follows; On the North by lot of H. L. Smoak; On the East by Dickson Street; On the South by lot of Sinclair Sweat; On the West by lot of Jennie Geddings.

Being the same property conveyed to Alfair Kennedy Brown by George Kennedy, et al, by Deeds recorded in the office of the Clerk of Court for Orangeburg County in Deed Book 189, at Page 479, Deed Book 191, at Page 4 and Deed Book 191, at Page 50.

0043080

STEWART CYNDY REED

126 DICKSON ST

210

ADMINISTRATIVE INFORMATION  
PARCEL NUMBER 0043080  
Parent Parcel Number 126 DICKSON ST  
Property Address 126 DICKSON ST  
Neighborhood 5200 52.00  
Property Class 210 210-Res One Family Platted Lot  
TAXING DISTRICT INFORMATION  
Jurisdiction 038  
Area 001  
District 51  
Routing Number 01920303013000

OWNERSHIP  
STEWART CYNDY REED  
3029 BANKS RD  
TALLAHASSEE, FL 32309-2102

Printed 04/26/2018 Card No. 1 of 1  
TRANSFER OF OWNERSHIP

Date

08/04/2015 REED THEODOCIA K Bk/Pg: 01634, 0323 \$10

01/02/1987 Bk/Pg: 527, 901 \$0

# RESIDENTIAL

## VALUATION RECORD

Assessment Year	12/31/2006	12/31/2007	12/31/2013	12/31/2015
Reason For Change	CapConv	Reval	Reval	ATI
VALUATION	L 5380	5200	5200	5200
0	B 54300	71300	66400	66400
	T 59680	76500	71600	71600
VALUATION	L 0	15	15	15
0	B 54300	71300	66400	66400
	T 54300	71315	66415	66415

## LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Depth Factor	Effective	Depth	Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
CFUB	0.2500	150	1.00	1.03	167.0	167.0	1.00	60.00	60.00	60.00	15	15
65.0	64.0	167.0	1.03	1.03	167.0	167.0	1.03	48.75	50.21	50.21	5213	5213

1 Current Use Program  
2 Regular Lot

Legal Acres:  
0.2450

COST: card# 01 2 RSL 8X10 DOG IN YARD NO METER NUMBER  
MAP: 01920303013000

Supplemental Cards  
MEASURED ACREAGE 0.4950

Supplemental Cards  
TRUE TAX VALUE 522

Supplemental Cards  
TOTAL LAND VALUE 5200

0043080

126 DICKSON ST

Property Class: ---

IMPROVEMENT DATA

PHYSICAL CHARACTERISTICS

Style: 30 Colonial  
 Occupancy: Single family  
 Story Height: 2-0  
 Finished Area: 2968  
 Attic: None  
 Basement: None

ROOFING  
 Material: Asphalt shingles  
 Type: Other  
 Framing: Std for class  
 Pitch: Not available

FLOORING  
 Sub and Joists 1.0, 2.0

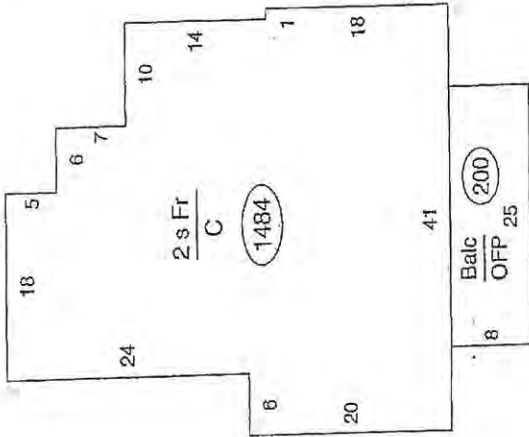
EXTERIOR COVER  
 Wood siding 1.0, 2.0

INTERIOR FINISH  
 ACCOMMODATIONS  
 Finished Rooms 8  
 Bedrooms 4  
 Family Rooms 1  
 Formal Dining Rooms 1

HEATING AND AIR CONDITIONING  
 Primary Heat: Wall units-slec  
 Lower Full Part  
 /Bsmt 1 Upper Upper

PLUMBING  
 3 Fixt. Baths 2 6  
 Kit Sink 1 1  
 Water Heat 1 0  
 TOTAL 7

REMODELING AND MODERNIZATION  
 Amount Date



Construction	Base Area	Floor Area	Sq Ft	Finished	Value
1 Wood frame	1484	1.0	1484	1484	104430
1 Wood frame	1484	2.0	1484	1484	81640

1484 Crawl ---- 0

TOTAL BASE 186070

Row Type Adjustment 1.00% 186070

SUB-TOTAL 186070

0 Interior Finish 0  
 0 Ext Lvg Units 0  
 0 Basement Finish 0  
 0 Fireplace(s) 0  
 Heating -7420  
 Air Condition 0  
 Frame/Siding/Roof 3860  
 Plumbing Fixt: 7 5760

Sub-TOTAL ONE UNIT 188270

Sub-TOTAL 0 UNITS 188270

Exterior Features Description Value

Garages 0  
 OPP 4820  
 BALC/ 4670  
 0 Integral 0  
 0 Att Garage 0  
 0 Att Carports 0  
 0 Bsmt Garage 0  
 Ext Features 9490

SUB-TOTAL 197760

Quality Class/Grade D

GRADE ADJUSTED VALUE 197750

(LCM: 100.00)

SUMMARY OF IMPROVEMENTS

Description	Value	ID	Year Const	Year Eff	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Obsol	Market %
D DWELL	2.00	D	1950	1950	F	0.00	N	0.00	2968	197760	58
									0	80	100
									664		

SPECIAL FEATURES

Description	Value
Balc 200	25
OFF 25	

Data Collector/Date 01/01/1900

Appraiser/Date 01/01/1900

Neighborhood Neigh 5200 AV

Supplemental Cards TOTAL IMPROVEMENT VALUE 66400

STATE OF SOUTH CAROLINA

COUNTY OF: BAMBERG

IN THE MATTER OF:  
THEODOCIA K. REED  
(Decedent)

IN THE PROBATE COURT

INVENTORY AND APPRAISEMENT: PROBATE PROPERTY  
 ORIGINAL  
 SUPPLEMENTARY, AMENDED OR CORRECTED #  
(must restate the unchanged information from the original inventory)

CASE NUMBER: 2015ES0500091

**File the original Inventory and Appraisement with the Probate Court within ninety (90) days following the fiduciary appointment.**  
A copy shall be sent to each interested person who has demanded it. A Proof of Delivery must be filed with the Court. The gross fair market value of all probate assets, regardless of location (whether in this state or elsewhere), should be listed as of the date of death. Continue on additional sheets if necessary. A Supplementary, Amended, or Corrected Inventory should be utilized for correcting, adjusting or adding to an original inventory, and must restate the unchanged information from the original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset. If an appraiser is employed, his/her name and address must be indicated with the item or items he/she appraised.

**RECAPITULATION**

Schedule A - Real Estate .....	\$196,600.00
Schedule B - Stocks and Bonds .....	\$ 0.00
Schedule C - Notes Due Decedent and Cash .....	\$ 7,275.00
Schedule D - Insurance on Decedent's Life - Payable to the Estate .....	\$ 6,697.47
Schedule E - Jointly Owned Property .....	NA
Schedule F - Other Miscellaneous Assets .....	\$ 0.00
Schedule G - Transfers During Decedent's Life Payable to the Estate .....	\$ 0.00
Schedule H - Powers of Appointment Payable to the Estate .....	\$ 0.00
Schedule I - Annuities and Retirement Accounts Payable to the Estate .....	\$ 5,148.48
<b>TOTAL GROSS VALUE OF PROBATE ESTATE .....</b>	<b>\$215,720.95</b>
<b>ENCUMBRANCES .....</b>	<b>( 0.00 )</b>
<b>TOTAL NET WORTH OF PROBATE ESTATE / PROBATE ESTATE VALUE .....</b>	<b>\$215,720.95</b>

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisement of all probate real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 3 day of April, 2018  
Kathy D. Helms  
Notary Public for South Carolina  
My Commission Expires: 2/21/21

Personal Representative  
Signature: Cyndy Reed Stewart  
Print Name: Cyndy Reed Stewart  
Address: 3029 Banks Road  
Tallahassee, FL 32309  
Telephone (Work): \_\_\_\_\_  
(Home): (850) 893-0582  
(Cell): \_\_\_\_\_  
(Email): \_\_\_\_\_

Co-Personal Representative  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone (Work): \_\_\_\_\_  
(Home): \_\_\_\_\_  
(Cell): \_\_\_\_\_  
(Email): \_\_\_\_\_

Attorney: R. Aaron Ness  
Address: PO Box 909  
Bamberg, SC 29003  
Telephone: (803) 245-5178  
Email: \_\_\_\_\_

BAMBERG COUNTY PROBATE COURT  
2018 APR -3 PM 2:40  
FILED FOR RECORD



(If none, so state)

A. <b>REAL ESTATE</b> in Decedent's name alone or tenants in common (not as joint with right of survivorship). Describe each property by listing its full address, tax map number, deed book and page and description consistently (house, lot, buildings, acreage). Also list oil / mineral rights and time shares, if it is real property. If the property is encumbered, list the full fair market value of the property here and the encumbrance on Encumbrance section below	% Owned by Decedent	Fair Market Value of Decedent's Interest
1. See attached sheet!		
2.		196,600.00
3.		
B. <b>STOCKS, BONDS</b> in Decedent's name alone or tenants in common (not as joint with right of survivorship). List each type of security and number of shares.		
1.		
2.		0.00
3.		
C. <b>CASH, BANK ACCOUNTS, NOTES RECEIVABLES</b> in Decedent's name alone or as tenants in common. List each separate account type and institution and the last two digits of each account. List all bank accounts owned by Decedent alone or as tenants in common (checking, savings, CDs, money market, brokerage, employment bonus, cash award, final paycheck etc.), cash on hand, notes payable to Decedent, and survival action proceeds.		
1. See attached sheet!		
2.		7,275.00
3.		
D. <b>LIFE INSURANCE</b> payable to the Decedent's estate.		
1. National Guardian Life & Madison Life Insurance Company, Inc. (Insured Theodocia Reed)		1,000.00
2. National Guardian Life & Madison Life Insurance Company, Inc. (Insured David Reed)		5,697.47
E. <b>JOINTLY OWNED PROPERTY - REPORTING IS NOT REQUIRED</b>		N/A
F. <b>ALL OTHER MISCELLANEOUS PERSONAL PROPERTY</b> in Decedent's name alone or as tenants in common. List below any tangible personal property, including household goods & furnishings, vehicles, boats/motors/trailers, mobile homes that are not de-titled (Include year/make/model/VIN, if applicable), airplanes, equipment, interest in a partnership or unincorporated business, articles or collections having either artistic or intrinsic value, including coins, guns, artwork, jewelry, etc., and any other miscellaneous probate items not listed elsewhere, including any digital assets		
1.		
2.		0.00
3.		
4.		
G. <b>TRANSFERS DURING DECEDENT'S LIFE PAYABLE TO ESTATE ONLY</b> Any transfers intended to take effect at death if payable to the Estate shall be reported. A trust created by Decedent in which income for life was retained by the Decedent, power to revoke or other incidents of ownership retained by the Decedent, lifetime transfers of real property in which Decedent retained life estate, etc.		
1.		
2.		0.00
H. <b>POWERS OF APPOINTMENT PAYABLE TO THE ESTATE ONLY</b> List property, both real and personal, over which Decedent possessed a Power of Appointment whether testamentary or otherwise, if such property is payable to the Estate.		
1.		
I. <b>ANNUITIES AND IRA, ETC. PAYABLE TO THE ESTATE ONLY</b> List any annuities or retirement accounts owned by the Decedent and payable to the Estate.		
1. South Carolina Retirement System		
2.		5,148.48
<b>TOTAL PROBATE ESTATE VALUE</b>		\$ 215,720.95
<b>ENCUMBRANCES</b> (e.g., mortgages, liens, judgments, etc., but not general debts of the estate). List debts of the Decedent secured by assets on the above schedule and describe the debt and the specific asset encumbered.		
1.		
2.		0.00
<b>TOTAL ENCUMBRANCES</b>		\$ 0.00

**ESTATE OF THEODOCIA K. REED**  
**Case No. 2015ES0500091**

**Section A - Real Estate:**

<b>Description</b>	<b>Percent Owned</b>	<b>Value</b>
Bamberg County TMS 0038-11-03-015	100	\$46,900.00
Bamberg County TMS 0042-00-00-016	100	\$2,200.00
Bamberg County TMS 0042-00-00-017	100	\$49,100.00
Bamberg County TMS 0042-00-00-018	100	\$98,400.00
<b>Total</b>		<b>\$196,600.00</b>

**Section C - Cash, Bank Accounts, Notes Receivables:**

<b>Description</b>	<b>Percent Owned</b>	<b>Value</b>
Note due Estate for 2015- 2018 Gladden Rent Received by Someone Other than PR	100	\$4,200.00
Note due Estate for 2015 Heatwole Farm Rent Received by Someone Other than PR	100	\$600.00
Heatwole Farm Rent 2016-2017	100	\$1,200.00
Note due Estate for 2015 Hege Farm Rent Received by Someone Other than PR	100	\$425.00
Hege Farm Rent 2016- 2017	100	\$850.00
<b>Total</b>		<b>\$7,275.00</b>

STATE OF SOUTH CAROLINA )

IN THE PROBATE COURT

COUNTY OF: BAMBERG )

INFORMATION TO HEIRS AND DEVISEES

IN THE MATTER OF: )  
THEODOCIA K. REED )  
(Decedent) )

CASE NUMBER: 2015ES0500091

On OCTOBER 17, 2016, Application/Petition was made to the Probate Court of BAMBERG County at (address), PO BOX 180, BAMBERG, SC 29003, for the (check all that apply):

INFORMAL

FORMAL

PROBATE OF WILL  
 APPOINTMENT

TESTACY  
 APPOINTMENT

in the above matter.

(Complete if applicable) The Decedent's Will dated JUNE 10, 2008, Codicil(s) dated N/A, and Memorandum(s) dated N/A was/were presented.

Bond HAS  HAS NOT  been filed.

This notice is being sent to persons who have or may have some interest in the estate.

**Please note:** This form is required to be sent to all potential devisees and heirs of the Decedent. Receipt of this form does not mean that you will inherit from the Decedent. You may review the file in the Probate Court or see an attorney if you desire further information.

My application/petition was granted within the past thirty (30) days on **JANUARY 26, 20 17.**

BAMBERG COUNTY PROBATE COURT  
2018 APR -3 PM 2:39  
FILED FOR RECORD

Applicant/Personal Representative Name: CYNDY REED STEWART  
Address: 3029 BANKS ROAD  
TALLAHASSEE, FL 32309  
Telephone (Work): \_\_\_\_\_  
(Home): (850) 893-0582  
(Cell): \_\_\_\_\_  
Email: \_\_\_\_\_

Co-Applicant/Co-Personal Representative Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone (Work): \_\_\_\_\_  
(Home): \_\_\_\_\_  
(Cell): \_\_\_\_\_  
Email: \_\_\_\_\_

Attorney: R. AARON NESS  
Address: PO BOX 909  
BAMBERG, SC 29003  
Telephone: (803) 245-5178  
Email: \_\_\_\_\_

Prepared By and Return To:  
Palmetto State Law Group, LLC  
Margaret A. Collins, Attorney  
2241 Bush River Road  
Columbia, SC 29210

FILED Mar 31, 2021  
AT 10:05:00 AM  
BOOK 01997  
PAGE 0058 - 0061  
INSTRUMENT #2021001278

FILED ELECTRONICALLY  
ORANGEBURG  
COUNTY  
DEMETRICE WILLIAMS  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG )

**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENT**, That **CYNDY REED STEWART** (hereinafter referred to as the "GRANTOR"), in the State of South Carolina, pursuant to a Court Order in C/A # 2018-CP-38-00874 in the Orangeburg County Court of Common Pleas, at and before the sealing of these Presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain and release unto **THE ESTATE OF THEODOCIA K. REED** (hereinafter referred to as "GRANTEE"), its heirs, successors and assigns Forever, all of our right, title and interest in and to the following described property to-wit:

**ALL the certain, piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, fronting and measuring on Dickson Street sixty-five (65) feet and measuring on the rear line sixty-five (65) feet and on the respective side lines one hundred and sixty-five (165) feet and bounded formerly or now as follows: On the North by lot of H.L. Smoak; On the East by Dickson Street; On the South by lot of Sinclair Sweat; On the West by lot of Jennie Geddings.**

**Being the same property conveyed to Cyndy Reed Stewart by Cyndy Reed Stewart as Power of Attorney for Theodocia K. Reed and signed as if by the Grantor individually, by Deed recorded in the office of the Clerk of Court for Orangeburg County in Deed Book 01634 at Page 0323.**

**TMS No.: 0173-15-009.000**

**Property & Grantee's Address: 126 Dickson Street, Orangeburg, SC**

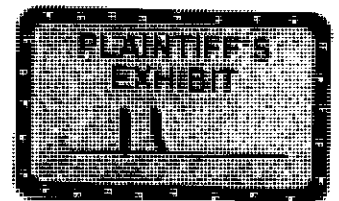
This conveyance is made subject to all existing reservations, easements, rights-of-way, zoning ordinances, setback lines, restrictions and conditions appearing of record affecting subject property. Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of South Carolina.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee, her Heirs, Successors and Assigns forever.

AND the said Grantor does hereby bind herself, her heirs, successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee from any and all liens

ENTERED IN THE OFFICE OF THE ASSESSOR  
DATE: 03-31-2021  
JIM MCLEAN, ORANGEBURG COUNTY ASSESSOR



or encumbrances on the property during her ownership of same.

WITNESS my Hand and Seal this 4 day of February, 2021.

Signed, Sealed and Delivered  
In the presence of

*[Signature]*  
*[Signature]*

*[Signature]* (SEAL)  
**CYNDY REED STEWART**

STATE OF Florida )  
COUNTY OF Leon )

**PROBATE**

I, William Chadwick Spres, a Notary Public for the State of  
FL do hereby certify that **CYNDY REED STEWART**, personally appeared  
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4 day of February, 2021.

*[Signature]*  
Notary Public for the State of FL  
My Commission Expires: 7/22/2024



William Chadwick Spres  
State of Florida  
My Commission Expires 07/22/2024  
Commission No. HH 22169

STATE OF SOUTH CAROLINA  
COUNTY OF ORANGEBURG

**AFFIDAVIT FOR TAXABLE OR  
EXEMPT TRANSFERS**

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at **126 Dickson Street, Orangeburg, SC**, bearing 0173-15-009.000 Orangeburg County Tax Map Number, was transferred by **Cyndy Reed Stewart** on the 4<sup>th</sup> day of February, 2021.
3. Check one of the following: The deed is

- (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c)  exempt from the deed recording fee because (see information section of affidavit):

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

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

4. Check one of the following if either 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 \$ .
- (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



COPY

STATE OF SOUTH CAROLINA )

)

COUNTY OF BAMBERG )

GENERAL POWER OF ATTORNEY  
WITH SPRINGING PROVISION FOR INCAPACITY  
AND WITHOUT GIFTING PROVISION

KNOW ALL MEN BY THESE PRESENTS, that I, THEODOCIA K. REED, the undersigned, of Bamberg County, South Carolina, do hereby make, constitute and appoint my daughter, JACQUELYN GLADDEN, my true and lawful attorney in fact for me and in my name, place and stead and on my behalf, and for my use and benefit.

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever.

2. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property intangible and tangible property and property rights, and demands whatsoever become, owned by, or due, owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to have, use and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell compromise, and agree for the same, and to make, execute, and deliver for me on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.

3. To lease, purchase, exchange, and acquire, and to agree, bargain and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereof of such terms and conditions, and under such covenants as said attorney in fact shall deem proper.

4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgages, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever tangible or intangible or any interest therein, that I now own or may hereafter acquire, for me in my behalf, and in my name and under such terms and conditions and under such covenants as said attorney in fact shall deem proper.

T. K. R.

IP14

5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name.
6. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proof of loss, evidences of debts, releases, and satisfactions of mortgages, liens, judgments, security agreements, and other debts and obligations and such other instruments in writing or whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.
7. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
8. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.
9. This power of attorney shall become effective only at such time as Principal is deemed incapacitated. Principal shall be deemed incapacitated if at any time two (2)) licensed physicians certify in writing that Principal has become physically or mentally disabled and is unable to manage her affairs in her best interest, whether or not a court of competent jurisdiction has declared Principal disabled, mentally ill or in need of a conservator/guardian.
10. The rights, power and authority of said attorney in fact herein granted shall commence and be in full force and effect upon the signing hereof, and such rights, powers, and authority shall remain in full force and effect thereafter until written notice of revocation is filed with the appropriate Clerk of Court.

T. H. R.

11. No person who may act in reliance upon the representations of my attorney-in-fact for the scope of authority granted to the attorney-in-fact shall incur any liability as to me or to my estate as a result of permitting my attorney-in-fact to exercise this authority, nor is any such person who deals with my attorney-in-fact responsible to determine or ensure the proper application of funds or property.

Executed this 27<sup>th</sup> day of January, 2010.

Theodocia K. Reed  
THEODOCIA K. REED

SIGNED, SEALED PUBLISHED AND DECLARED by the Principal, THEODOCIA K. REED, as and for her Power of Attorney in the presence of us, who at the Principal's request, in the presence of the Principal and in the presence of each other, have hereto subscribed our names as witnesses hereto.

Randy S. Moss of W. Columbia, SC

Bruce Hall of Farm SC  
STATE OF SOUTH CAROLINA )

Richland )  
COUNTY OF RICHLAND )

Personally appeared before me the undersigned witness, who being duly sworn, says that (s)he saw the within-named THEODOCIA K. REED sign, seal and deliver the within written Power of Attorney, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 27  
day of JANUARY, 2010.

Bruce Hall  
Notary Public for South Carolina  
My commission expires: 4/24/13

[Signature]  
Witness

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

**RECEIVED**

**Sep 09 2022**

**SC Court of Appeals**

APPEAL FROM ORANGEBURG COUNTY  
Court of Common Pleas

The Honorable Diane Schafer Goodstein, Circuit Court Judge

---

Appellate Case No.: 2021-001413

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Jacquelyn Gladden and Patricia Reed, Respondents,

v.

Cyndy Reed Stewart, Appellant.

---

**CERTIFICATE OF COUNSEL**

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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 materials.

01 September 2022

\_\_\_\_s/Robert B. Phillips\_\_\_\_\_

Robert B. (Sam) Phillips  
SC Bar #16954  
The Phillips Firm, LLC  
Attorney & Counselor at Law  
1025 Calhoun Street, Box 3  
Columbia, SC 29201  
Sam@PhillipsFirm.Net  
(803) 726-4268  
**Attorney for Appellant**