

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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S.C. SUPREME COURT

APPEAL FROM CLARENDON COUNTY
Master-in-Equity, Joseph K. Coffey

Appellate Case No.: 2020-001531

Alvetta L. Massenberg,

Appellant,

v.

Clarendon County Treasurer, Clarendon
County Delinquent Tax Collector,
Blacktop Ventures, LLC,

Respondents.

Appendix

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Order of Master-In-Equity dated November 3, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF CLARENDON	)	
	)	2019-CP-14-00263
Alvetta L. Massenberg,	)	
	)	
Plaintiff,	)	
	)	ORDER
v.	)	
	)	
Clarendon County Treasurer, Clarendon	)	
County Delinquent Tax Collector, Blacktop	)	
Ventures, LLC,	)	
	)	
Defendants.	)	

This matter came before me pursuant to an Order of Reference filed October 18, 2019 for a final hearing on October 1, 2020. This matter involves Plaintiff seeking to set aside the 2017 Clarendon County Tax Sale for the subject property solely based on her allegation that the property was not conspicuously posted. There is no dispute, based on Plaintiff's testimony, that she did not pay the 2016 property taxes for the subject property; further, based on her testimony, there is no dispute that Clarendon County used the correct mailing address in sending Plaintiff all required notices for her failure to pay the 2016 property taxes, both before and after the sale. Since 2012, Plaintiff's correct mailing address has been 5724 Sloaping Oak Road, Apt 204, Charlotte, NC 28212. The sole dispute before this court is whether or not the property was conspicuously posted as required by law for tax sale of real property in South Carolina.

All parties were given proper notice of date, time and place of this trial. At the call of the case, Plaintiff was present with her attorneys, John M. Blecker, Jr. and A. Peter Shahid, Jr.. Clarendon County Treasurer and Clarendon County Tax Collector, Matt Evans, was present along

with counsel William H. Johnson. Defendant Blacktop Ventures, LLC was present by member William Epps and counsel Scott F. Talley.

The subject property is a 2.54 acre tract of land located at the intersection of Plowden Mill Road and Robert Rees Durant Road in Clarendon County bearing tax map number 180-00-02-004-00. Plaintiff acquired this property via Deed of Distribution from the Estate of Lillie Mae Frierson, Estate File 84-ES-14-048, recorded in Deed Book 308, Page 49 on January 6, 1997 (County Exhibit 2). From that date through tax year 2015, Plaintiff testified that she had paid the property taxes for the subject property. Each year she received the tax bill at her address. From 1997 to 2012, Plaintiff had moved two times and knew each time to notify the County of her change in mailing address. Plaintiff offered no reason why she did not pay the 2016 taxes. She also offered no reason why she did not reach out to the County regarding this property despite proper notice in 2017 or 2018. She testified that she did receive the notice of overage (Exhibit 13) on May 18, 2019 and that she signed for that notice; it was sent to the same address as all other notices regarding the failure to pay 2016 taxes in this matter. This was Plaintiff's address since 2012, and her lease was entered into evidence (Exhibit 8). Plaintiff did testify that at one point her mail was stopped because her mailbox was too full. She testified that she never reported any mail stolen and checked her mailbox and the address used by Clarendon County at least weekly.

Plaintiff is a college graduate with a degree in mathematics. She worked for the US Census Bureau over 14 years where she was in charge of personnel files and record keeping. Plaintiff did not dispute the admission of the County tax file into evidence, or the testimony of Vanessa Johnson, custodian of the file for Clarendon County, specifically the notice of non-payment sent to the Treasurer (Exhibit 9, dated March 17, 2017); the first notice sent to her by mail at the correct address in April 2017 (Exhibit 10); a certified notice sent to Plaintiff at the correct address (Exhibit

11) which was returned to the County on May 19, 2017; the Notice of Levy placed on the property by Palmetto Posting, as agent for Clarendon County, on July 26, 2017 (Exhibit 12); and the notices sent to Plaintiff after the sale (Exhibit 14). End of Redemption notices were sent to Plaintiff (Exhibits 15 and 16).

Plaintiff's dispute is with Exhibit 12, the original of which was introduced as County Exhibit 3. There is no evidence from Plaintiff that the property was not posted on July 26, 2017 as set forth in Exhibit 12. The coordinates shown on Exhibit 12, when input, appear on the subject property where the star, indicating location of posting, is shown on said Exhibit. Plaintiff did not call Palmetto Posting or present any evidence to contradict the posting. Her issue is with the location of the posting on the property as not being conspicuous. Plaintiff presented several witnesses that live in the vicinity of the property to testify that they were frequently on Robert Rees Durant Road, either walking or by vehicle, and never saw the posting set forth in Exhibit 12. Photos were presented showing both roads that bound the subject property (Exhibits 3, 4, 6 and 7). Testimony was presented by the County, by and through its administrator, David Epperson, that Robert Rees Durant Road, upon which the Exhibit 12 posting was placed, is a well traveled dirt road in Clarendon County. In 2017, the year of the subject property posted, said road was graded by the County ten times, as shown on County Exhibit 4, which was more than normal for dirt roads in the County. This indicated, according to Mr. Everson, a high volume of traffic compared to other dirt roads in the County.

I find that Plaintiff's testimony is inconsistent and not credible. She testified that she did receive the May 18, 2019 notice of overage and then filed this suit on May 30, 2019. However, she also testified that she first got notice that something was going on with her property (trees being cut) on or about January 2, 2019. Testimony was presented by a witness for Plaintiff, her

uncle Frank Frierson, that he was notified by neighbors on or about January 2, 2019 that trees were being cut on Plaintiff's property. He testified that he immediately notified the Plaintiff. In addition, one of Plaintiff's witnesses, Ruth McFaddin Garth, testified that she paid \$3,000 to Blacktop Ventures/William Epps for a portion of the subject property she wishes to continue using as her driveway. Despite notice in January 2019, and her own witness dealing with Blacktop Ventures as owner of the subject property Plaintiff took no action to contact the County, or anyone, regarding her property until May 2019, over 5 months after the trees were cut. Further, Plaintiff admitted that she also had another property go to tax sale for unpaid taxes in 2016, that property being located in Sumter County.

The subject property was sold to the Defendant, Blacktop Ventures, LLC as successful bidder at the tax sale on November 6, 2017. Matt Evans, for Clarendon County, and William Epps, for Blacktop Ventures, testified that Blacktop Ventures, LLC had complied with its bid at the tax sale and paid the property taxes for the years 2017, 2018 and 2019 as of the date of this hearing. A tax deed (Exhibit 18) was issued to Blacktop Ventures, LLC on December 19, 2018, said deed being recorded in Deed Book 1003, Page 5506, Clarendon County Register of Deeds.

Tax sales are conducted pursuant to S.C. Code Ann. 12-51-40 et seq. The issue in this case is whether the required posting, which was done on July 26, 2017, was conspicuous. No evidence was presented by Plaintiff, who bears the burden in this matter, that the notice of levy as indicated in Exhibit 12 was not posted as indicated by Palmetto Posting, Inc. Plaintiff has presented only testimony of family members/neighbors saying "they did not see the posting" – however, this does not establish that it was not completed as indicated by the admitted evidence at this trial. Conspicuous is defined as "clearly visible, obvious or striking to the eye" and "plainly evident, striking, hence remarkable, noteworthy."

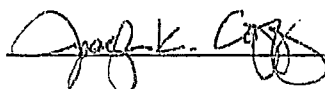
The coordinates of the posting indicate that it was placed along an easement area on the subject property. No structure is on the subject property, so the posted was placed on a tree as indicated on Exhibit 12. A photograph showing that the posting was completed on July 26, 2017 is in evidence before the Court. There is no requirement in law that the County make sure on a daily or weekly basis that the posting required remain intact. I find that the posting on July 26, 2017 as evidenced by Exhibit 12 meets the requirements of South Carolina law for posting property that is being sold for taxes. The Court cannot ignore the fact that Exhibit 12 shows the posting on the property or the fact that Plaintiff, by her own testimony, had notice of the sale from family members on or about January 2, 2019 and still did nothing until filing this lawsuit on May 30, 2019.

I find that the County fully complied with the requirements of S.C. Code Ann. 12-51-40 in conducting the 2017 tax sale for the subject property. I find that the Plaintiff, despite proper notice, failed to redeem the property within the time allotted by law. I find that the Defendant, Blacktop Ventures, LLC, was the successful bidder at the 2017 tax sale for the subject property and complied with its bid. Further, there have been no claims, other than this action by Plaintiff, adverse to Blacktop Ventures, LLC since 2017.

THEREFORE, it is ordered:

1. The 2017 tax sale for the subject property was conducted in compliance with applicable South Carolina law;
2. Blacktop Ventures, LLC is the lawful owner of the subject property and its entitled to quiet enjoyment of same with no adverse claims from Plaintiff or anyone claiming under her.

This is the 3rd day of November, 2020.

A handwritten signature in black ink, appearing to read "Joseph K. Coffey", is written over a solid horizontal line.

Joseph K. Coffey, Master in Equity

Manning, South Carolina

Complaint filed May 30, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF CLARENDON	)	CASE NO.: 2019-CP-14-
ALVETTA L. MASSENBERG,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	COMPLAINT
	)	(NON-JURY)
CLARENDON COUNTY TREASURER,	)	Set Aside Tax Sale of Real Property
CLARENDON COUNTY DELINQUENT	)	
TAX COLLECTOR, BLACKTOP	)	
VENTURES, LLC,	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff by and through her undersigned counsel and states as follows:

1. The Plaintiff is a resident of Mecklenburg County, North Carolina, and is the owner of a parcel of land containing approximately 2.5 acres in Clarendon County, South Carolina, identified on the county tax maps as parcel number 180-00-02-004-00.
2. The Defendants are the Clarendon County Treasurer and the Clarendon County Delinquent Tax Collector , who in their official capacities as officers of Clarendon County caused the Plaintiff's property to be seized and sold at a public tax sale.
3. The Defendant Blacktop Ventures, LLC, is a South Carolina limited liability company, which was the successful bidder at a tax sale and holds a tax deed to the parcel which is owned by the Plaintiff.
4. All parties herein described and all matters alleged are within the jurisdiction of this honorable court.

5. The property which is the subject of this action is described as follows:

ALL that certain tract of land situate on the Plowden Mill Road in School District #2 of Clarendon County, S.C. Containing 2.54 acres, more or less, being the Northern portion of a certain 3.54 acre tract shown on plat made by W.B. Sykes dated June 3, 1968 and recorded in plat book #23 page 105 of the records of Clarendon County, being bounded and measuring as follows: Northeast by County road measuring thereon 438.7 feet; Southeast by Branch measuring thereon 188.5 +/-; South by lot of Lucius McFaddin measuring thereon 250 feet +/-; and West by S.C. Hwy S-14-49 fronting thereon 409.2 feet +/-; and Northwest by lands of Francis measuring thereon 84 feet.

This being the identical property conveyed to Alvetta L. Massenberg by Deed of Distribution for the Estate of Lillie Mae Frierson; Case 84-ES-14-048 on file with the Judge of Probate of Clarendon County and filed in Deed Book 308 at Page 49 with the Register of Deeds for Clarendon County on January 6, 1997

This parcel being designated as Tax Map No.: 180-00-02-004-00

6. Plaintiff has been informed and believes that the Defendants Clarendon County Treasurer and the Clarendon County Delinquent Tax Collector issued a Tax Execution against the property owned by the Plaintiff and seized and sold the described property for delinquent taxes in the amount of \$568.73 for the year 2016.

7. The aforesaid acts were taken all without the proper notice to the Plaintiff and without the knowledge of the Plaintiff by the Defendant Clarendon County Treasurer who continued to accept payments of subsequent year's (2017) real property taxes even after the unlawful seizure and sale of the Plaintiff's above-described property on November 7, 2017, and thereafter conveying the property by Tax Deed on September 21, 2018, to the Defendant Blacktop Ventures LLC.

8. That the Plaintiff has been informed and believes that notices may have been mailed to her at addresses where the Plaintiff has not resided for many years.

9. The Plaintiff also is informed and believes that her real property was not properly "seized" by the Clarendon County Delinquent Tax Collector since the Plaintiff is informed and believes that no posting of notice on her property occurred; and that further even if the property was so posted the partial description allegedly posted by the Defendant Clarendon County Delinquent Tax Collector only provided a partial address of the Plaintiff not disclosing the full address of the Plaintiff owner.

10. The failure of the Defendants Clarendon County Treasurer and the Clarendon County Delinquent Tax Collector to provide proper notices to the Plaintiff and the failure to levy and seize this property in compliance with §12-51-40 et seq. of the Code of Laws of South Carolina 1976 (as amended) have wrongfully denied the Plaintiff of her real property and that the Tax Deed issued to Blacktop Ventures, LLC dated and recorded in Book 1003 at Page 5506 on December 19, 2018, should be rescinded.

WHEREFORE, the Plaintiff demands:

- a. That the tax deed of the Clarendon County Treasurer recorded December 19, 2018, in Book 1003 at Page 5506 be rescinded of public record;
- b. That the Sheriff of Clarendon County be ordered to restore possession to the Plaintiff of her property herein above described; and
- c. For such other and further relief as this court may find just and equitable.

May 29, 2019

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Transcript of Proceedings - Testimony of Vanessa Johnson Delinquent Tax Collector
(Pages 7, 11, 12, 14, 16, 19, 21, 30, 39 and 41)
Vanessa Johnson Direct Examination by John M. Bleecker, Jr.

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October 1, 2020

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1 in 2016?

2 A. In 2016, I was not.

3 Q. You were not. Do you have the file of the
4 person that was in charge of the delinquent taxes in the
5 year 2016?

6 A. I do.

7 Q. And is that file with you?

8 A. I have it here.

9 Q. And you're here under subpoena to bring that
10 with you; is that correct?

11 A. Yes.

12 Q. As I understand it, the treasurer is claiming
13 that the taxes for the year 2016 were not paid. Do your
14 records indicate that?

15 A. That's correct.

16 Q. And when taxes are not paid, what is the first
17 step you take as delinquent tax collector?

18 A. When the taxes are not paid, we --

19 MR. SHAHID: Judge, can we ask her just to
20 speak into the microphone because it really is kind
21 of muffled.

22 THE WITNESS: Can you hear me clearer now?

23 MR. SHAHID: That's a little bit better.

24 MR. BLEECKER: You're doing fine.

25 THE WITNESS: Can you, please, repeat the

1 Q. Regular mail?

2 A. Uh-huh.

3 Q. Okay. What is the day of that notice?

4 A. This would have been set out in the month
5 of April.

6 Q. And what was the address it was sent to?

7 A. 5724 Sloping Oaks Road, Apartment 204,
8 Charlotte, North Carolina 28212.

9 Q. Okay. And then was -- the taxes were still not
10 paid after this notice was sent?

11 A. Right. And we don't see where it came back
12 to us.

13 Q. Okay. What was next by your office?

14 A. The next thing we would have sent would be a
15 certified notice and it looks like this -- (Indicating) --
16 that was returned. That's something that she --

17 Q. Let's put them together. The letter that was
18 sent -- or the notice that was sent.

19 A. Uh-huh.

20 Q. And then do you have a copy of the return
21 receipt?

22 A. They didn't sign for it, so it came back to us.
23 This is the first notice.

24 Q. Okay. Let's -- next in evidence is the notice
25 of property taxes for the year 2016 for \$166.

1 THE COURT: Mr. Johnson?

2 MR. JOHNSON: What number will that be?

3 MR. BLEECKER: That's No. 2.

4 MR. SHAHID: Judge, I think we've already
5 premarked some of these. I think that may be off.

6 THE COURT REPORTER: Ten. This one is 10.

7 MR. JOHNSON: Ten. Okay.

8 MR. BLEECKER: This is 10 and then the -- No. 9
9 was the previous one.

10 THE COURT: So the previous one is No. 9.

11 (Plaintiff's Exhibit 10, Notice of Property
12 Taxes, was marked for identification.)

13 BY MR. BLEECKER:

14 Q. And you have handed me a return -- a certified
15 return that was not delivered; is that correct?

16 A. That's correct. And that's what was
17 inside of it.

18 Q. This is what was inside of it?

19 A. That's correct.

20 Q. So this was returned to your office on
21 5/19/2017; is that correct?

22 A. That's correct.

23 Q. And contained in it was a bill for the taxes or
24 a notice of taxes of \$199?

25 A. That's correct.

1 Q. Anything come before this notice of levy?

2 A. The certified noticed that I just gave you.

3 Q. So this is the next thing that would come out
4 of your office, and it's a two-sided document. On the back
5 of this notice of levy, which we'll call Exhibit No. 12,
6 what is on the back of it?

7 A. That's the actual picture of the property and
8 where the notice of levy was placed on a tree that's
9 located on the property.

10 Q. So that's the -- there are two things there.
11 There is a map showing the property --

12 A. Uh-huh.

13 Q. And then the property is described as how
14 many acres?

15 A. 2.5.

16 Q. So that's a picture of what goes on the front
17 of it?

18 A. Yeah. That's on the front and that's on the
19 back of it.

20 Q. So posted on the property would be a sign such
21 as they show on Exhibit 12?

22 A. And it would actually be --

23 Q. And the other side is a map and also a
24 photograph of where the -- where it was posted?

25 A. That's correct.

1 Q. If you look where I'm pointing, do you see that
2 star right there on it? (Pointing)

3 A. I can. Uh-huh.

4 Q. Right there. (Pointing)

5 A. Uh-huh.

6 Q. Does it show that in your file?

7 A. That's the -- it looks like the picture.

8 Q. The star would be posted on the road. You
9 don't know the name of the road do you?

10 A. I do not.

11 Q. Who does the posting?

12 A. If you go further down in the corner, you'll
13 see Palmetto Posting. That's who does the posting for the
14 county.

15 Q. And do they work for the county?

16 A. They are contracted.

17 Q. Palmetto Posting is contacted by the county?

18 A. Uh-huh. To do our levy notices.

19 Q. Do you sign the contract -- do you give the
20 contract to them?

21 A. That's done through the procurement department.

22 Q. It comes from what department?

23 A. Procurement.

24 Q. Procurement?

25 A. Uh-huh.

1 three weeks?

2 A. Uh-huh.

3 Q. And what paper is that? Is that the
4 Mecklenburg Charlotte paper?

5 A. No. This is actually in the Manning Times
6 paper. We posted in the county that this property is in.
7 This property is in South Carolina, so we have to make sure
8 that Clarendon County can see what -- you know about
9 this property.

10 Q. I'm not going to use that as an exhibit.

11 A. Okay. All right.

12 Q. We understand that. What about other notices
13 sent to the taxpayer?

14 A. After the property went to sale, the first
15 notice went out. A letter, an actual letter went out to
16 the address on file.

17 Q. Let's cut right to the chase.

18 A. Uh-huh.

19 Q. Do you have any evidence that the taxpayer ever
20 received a notice from your office?

21 A. All we can do is send it to the addresses that
22 are on file. We sent it to the address that was on file;
23 we sent it to the address that was on the deed. I mean, I
24 didn't go deliver it personally, but we sent it to what we
25 had on file.

1 or both?

2 MR. TALLEY: Both.

3 THE COURT: Both. Mr. Bleecker, Mr. Talley
4 cannot hear you. If you could just pull the mask away from
5 your face.

6 THE WITNESS: Okay.

7 THE COURT: Ms. Johnson, just make sure
8 Mr. Talley can hear your responses to the questions.

9 THE WITNESS: Okay. My response was that
10 Massenberg actually signed for the overage letter and the
11 overage letter is actually telling you that you have money
12 left after the property is deeded out. The same address
13 that we sent the overage letter to, we sent the certified
14 notice to before the redemption period was over, so if they
15 got this letter, they should have gotten that letter.

16 BY MR. BLEBCKER:

17 Q. Okay. You have no evidence that they --

18 A. Yeah. The signature's on there.

19 Q. There's a signature on this letter, but it
20 was returned?

21 A. Yeah.

22 Q. And this was -- the date on this letter
23 is what?

24 A. That letter is April 24 of 2019.

25 Q. 2019. Now, the property has been sold at this

1 Do you admit that the white star on the aerial view of the
2 plaintiff's property shown on the attached field report is
3 the approximate location of the posted notice of seizure
4 allegedly posted by Palmetto Posting, LLC. The response of
5 Clarendon County is admitted.

6 MR. SHAHID: Your Honor, for clarification,
7 that document is referring to Exhibit No. 12.

8 MR. BLEECKER: We're talking about the star on
9 this Exhibit.

10 THE COURT: Mr. Bleecker, are you completed?

11 MR. BLEECKER: We waive.

12 THE WITNESS: Am I done?

13 THE COURT: No, Ms. Johnson, you've got some
14 questions from Mr. Johnson as well as Mr. Talley. Can I
15 ask one question. Was there more than one posting location
16 of the notice of levy or was it reported by Palmetto
17 Posting that was the only location they posted it on?

18 THE WITNESS: It was just the one location.

19 MR. SHAHID: What was her response?

20 THE COURT: There was only one posting at
21 the property. I'm sorry, did everyone hear that question?

22 MR. SHAHID: I don't think we asked that
23 question, but it's a good question, Your Honor.

24 THE COURT: I just wanted clarification on
25 that. Anything further?

Vanessa Johnson Cross Examination by William H. Johnson

Master-In-Equity Hearing
Massenberg, Alvetta Vs. Clarendon County Treasurer, Et Al.

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1 Q. And so that produced an overage, correct?

2 A. It did.

3 Q. And that was the subject of a letter we already
4 discussed; is that correct?

5 A. That's correct.

6 Q. I believe that letter was introduced as
7 Plaintiff's Exhibit 13. Now, the letter did not specify
8 the amount of money that was being held; is that correct?

9 A. It did on the second page at the bottom.

10 Q. Oh, I see it. On the second page of Exhibit 13
11 you verify that the overage was \$5,174, correct?

12 A. That's correct.

13 Q. To your knowledge did Ms. Massenberg claim
14 this money?

15 A. Not to my knowledge.

16 Q. Ms. Massenberg did, in fact, sign for this
17 letter, correct?

18 A. That's correct.

19 Q. And what address was it sent to?

20 A. 5724 Sloping Oaks Road, Apartment 204,
21 Charlotte, North Carolina 28212.

22 Q. Did you have at your availability -- did you
23 have access to any other address with which to contact
24 Ms. Massenberg?

25 A. No, just the one that was on file and the one

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1 A. Not to my knowledge.

2 Q. Your file doesn't reflect any other claims to
3 the property?

4 A. No, it doesn't.

5 Q. Are you aware of any taxes not paid on this
6 property between the years 1997 and 2016?

7 A. I'm not aware of it.

8 Q. It appears, based on your knowledge, that
9 somebody had paid the taxes from 1997 through 2015; is
10 that correct?

11 A. That's correct.

12 Q. To your knowledge has Blacktop Ventures met the
13 requirements of a successful bidder for tax purposes in
14 South Carolina?

15 A. To my knowledge, yes.

16 Q. And as we sit here today, are you aware of any
17 delinquent taxes on the property?

18 A. Well, not at this point, not that -- not since
19 it's been deeded to Blacktop.

20 Q. And so Blacktop would have paid through the
21 sale the taxes for 2017, correct?

22 A. That's correct.

23 Q. And then, one of the letters you testified
24 about earlier, which was Exhibit 17, take a look at that.
25 Did Blacktop Ventures do what it was required to do

Transcript of Proceedings - Testimony of Alvetta L. Massenberg - Appellant

Pages 43, 46, 47, 48, 50, 51, 55, 56, 57, 58, 59 and 61

Alvetta L. Massenberg Direct Examination by John M. Bleecker, Jr.

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1 ALVETTA L. MASSENBERG,
2 being first duly sworn, testified as follows:
3 THE COURT: Thank you. Please be seated.
4 EXAMINATION
5 BY MR. BLEECKER:
6 Q. Ms. Massenberg, will you state your full
7 name, please.
8 A. Alvetta Lorraine Massenberg.
9 Q. And where do you reside?
10 A. 5724 Sloping Oaks Road, apartment 204.
11 Q. Pull your mask down.
12 THE COURT: Can everyone hear her?
13 BY MR. BLEECKER:
14 Q. And talk into the microphone.
15 A. Okay. 5724.
16 Q. And Sloping --
17 A. Sloping Oaks Road, apartment 204.
18 Q. Is that an apartment complex?
19 A. Yes.
20 Q. Do you have a mailbox at your front door?
21 A. No. It's --
22 Q. Where do you get your mail?
23 A. It's in the front near the office.
24 Q. A kiosk?
25 A. Yes.

1 exhibit -- help me with the exhibits.

2 THE COURT: I believe that is Exhibit 13.

3 MR. BLEECKER: I can't hear you, Your Honor.

4 THE COURT: I believe that's Exhibit No. 13.

5 BY MR. BLEECKER:

6 Q. In April of 2019 -- April 24, 2019, did you
7 receive that letter?

8 A. No.

9 Q. No. Is that your signature on the -- is that
10 your signature?

11 A. That's my signature.

12 Q. It appears to be?

13 A. Yes, it does.

14 Q. You don't recall that letter?

15 A. I don't recall it, but I must have.

16 Q. All right. Ms. Massenberg, tell me something
17 about yourself. Are you employed now?

18 A. No, I'm not employed now.

19 Q. Have you been employed?

20 A. Yes.

21 Q. By who?

22 A. The Census Bureau.

23 Q. The U.S. Census Bureau?

24 A. For 14 years.

25 Q. What?

1 A. I was employed by the Census Bureau for
2 14 years.

3 Q. How many years were you employed by the Census
4 Bureau?

5 A. For 14 years.

6 Q. You worked -- you didn't work just during the
7 census time, you worked year around?

8 A. Yes.

9 Q. Okay. And have you been -- what happened to
10 your employment? How did you end your employment?

11 A. We had a reduction in force.

12 Q. Were you declared disabled?

13 A. Yes.

14 Q. And what happened? What's your disability?

15 A. Well, I had two strokes.

16 Q. Do you remember what year that you had those
17 strokes?

18 A. I think it was '19. It was '19.

19 Q. Nineteen what?

20 A. 2019.

21 Q. 2019? That's this year -- or last year?

22 A. It was last year.

23 Q. Did you have strokes before that?

24 A. No.

25 Q. Did you -- you don't recall receiving that

1 certified mail letter?

2 A. No, I don't recall.

3 Q. And Exhibit 13 that we just talked about?

4 A. Yes.

5 Q. You do not recall receiving that?

6 A. I don't recall receiving it.

7 Q. And you did not make a claim for any overage
8 from the tax sale?

9 A. (No audible response.)

10 Q. Did you know the property was sold for taxes?

11 A. No, I just got a check for \$25.

12 Q. What was the -- you got a check for \$25?

13 A. Uh-huh.

14 Q. And that check was for 2012, I think?

15 A. Yes.

16 Q. Was that correct? And so nothing to do with
17 this case? Nothing to do with our -- events here, today?

18 A. I don't know.

19 Q. You don't know? All right. You -- what was
20 the first notice you had that the property had been sold?

21 A. My uncle called me.

22 Q. You got a call?

23 A. Uh-huh.

24 Q. And who called you?

25 A. My uncle, Frank Frierson called me.

1 Q. Were you raised in his home?
2 A. Yes.
3 Q. Did he send you to college?
4 A. No.
5 Q. You went to college?
6 A. Yes.
7 Q. And he's been your caretaker?
8 A. Yes.
9 Q. In some respects?
10 A. Yes. 'Cause my mother and him were very close.
11 Q. Very close. And you're close to him today?
12 A. Yes.
13 Q. No further -- one minute, Your Honor.
14 (An Off-the-record discussion was held.)
15 BY MR. BLEECKER:
16 Q. I'm going to hand you Exhibit No. 16. That's
17 certified letter to you. Was that one of your addresses on
18 the front of it?
19 A. Yes.
20 Q. The letter is addressed to you at what address?
21 A. This was when I was at 6427 Woodbend Drive.
22 Q. Woodbend Drive?
23 A. Woodbend Drive.
24 Q. When did you live there?
25 A. (No audible response.)

1 Q. Or did you ever live there?

2 A. Yes. I did live there and I want
3 to say it was --

4 Q. Do you remember? If you don't remember,
5 it's all right.

6 A. I don't know the exact date.

7 Q. This is a copy of your -- do you
8 recognize that?

9 A. Oh, this is my -- it was my current lease.

10 Q. That's your current lease? And when is that
11 lease -- when did you occupy that property?

12 A. 2012.

13 Q. 2012?

14 A. Yeah.

15 Q. That's already been in evidence, Your Honor.
16 That's Exhibit No. 8.

17 THE COURT: I don't think that had been
18 submitted yet. Gentlemen, that's Exhibit 8.

19 MR. BLEECKER: It's 8.

20 THE COURT: It's a new lease, or a lease of
21 some property in Charlotte of the plaintiff's.

22 MR. JOHNSON: No objection.

23 MR. TALLEY: No objection.

24 MR. BLEECKER: In evidence.

25 (Plaintiff's Exhibit 8, North Carolina

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1 you; is that correct?

2 A. Yes.

3 Q. Is that really when the tax bill started?

4 A. Yes.

5 Q. Now, we know we see your -- we have a lease
6 here, where you signed, leasing 5724 Sloping Oaks Road in
7 Charlotte, and I believe you said you moved there in 2012?

8 A. Yes.

9 Q. All right. Had you lived anywhere else between
10 those two places?

11 A. Before that I was at Pelican Court. Before
12 Pelican Court, I was on Rau, R-A-U, Road -- no, Rau Court,
13 and then from there before that, I think I was on Woodbend.

14 Q. Okay. So you've moved several times? You
15 moved maybe three or four times?

16 A. Yeah. Yes, I did.

17 Q. Now, each time you moved, did you notify
18 Clarendon County assessor of your new address?

19 A. Yes.

20 Q. So you knew that was a requirement because
21 that's the only way they would know where to find you; is
22 that right?

23 A. Yes.

24 Q. Okay. And really you have lived at this
25 address 5724 Sloping Oaks Road, apartment 204, you have

1 lived there since 2012, correct?

2 A. No.

3 Q. Okay. I don't mean to throw you off. I was
4 talking about some older addresses. This lease that you
5 signed in 2012 --

6 A. Twisted Oak. Twisted Oaks?

7 Q. Sloping Oaks, right?

8 A. Yeah. But the office is Twisted Oaks.

9 Q. Yeah. There is some reference --

10 A. Yes.

11 Q. -- from Twisted Oaks up here. Yeah. Okay.

12 But you've lived there since 2012, correct?

13 A. Yes.

14 Q. And you were living there in 2018?

15 A. Yes. And currently.

16 Q. And currently. But it's your testimony today
17 that you didn't receive any of these letters that the --
18 that Ms. Johnson said were sent to you; is that correct?

19 A. Well, it appears I received one. I don't
20 remember that letter, but I don't remember anything else.

21 Q. And there is no other address that should have
22 been used to contact you, correct?

23 A. No.

24 Q. There was some reference to that letter that
25 you signed, and you still indicate you don't remember

1 signing for that letter, correct?

2 A. Correct.

3 Q. But at some point you hired an attorney to
4 bring this action, correct?

5 A. Yes.

6 Q. Would it have been about the same time?

7 A. It was 2019.

8 Q. Okay. But your recollection is, what prompted
9 you to know that you had lost this land was you noticed
10 them cutting trees --

11 A. The trees was getting cut down.

12 Q. I guess my question though, Ms. Massenberg,
13 you've owned this property since 1997, correct?

14 A. Yes.

15 Q. And in '98, '99, 2000 -- every year, you paid
16 your taxes, correct?

17 A. Yes.

18 Q. You know that when you own property in
19 South Carolina, or any state for that matter, one of the
20 obligations is to pay taxes every year, correct?

21 A. Yes.

22 Q. But you didn't do that in 2016; is there any
23 reason you didn't do that?

24 A. The only thing I can think of -- is what makes
25 me notice that this time -- tax time, is when I get a

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1 notice, so I didn't get a notice that year, so whatever was
2 going on in my life, it slipped my mind, and then I said,
3 did I pay it, did I not pay it?

4 So I looked online, and it appeared I paid it,
5 so I thought, okay. Let me go on with things that were
6 going on in my life.

7 Q. Okay. Thank you. I don't have any
8 other questions.

9 THE COURT: Mr. Talley.

10 MR. TALLEY: May it please the Court,
11 Your Honor.

12 EXAMINATION

13 BY MR. TALLEY:

14 Q. Good morning, Ms. Massenberg.

15 A. Morning.

16 Q. Do you believe you got a notice that the trees
17 were cut before or after this letter you signed for?

18 A. I can't say which. I just know that it was
19 some time in January that my uncle told me the land was
20 being cut down.

21 Q. Okay. Do you remember what year?

22 A. '19 -- 2019.

23 Q. So if I understand your testimony, your uncle
24 called you in January 2019 and said somebody cut trees?

25 A. Yes.

1 Q. Do you understand that we're here today about
2 taxes not being paid for the year 2016, correct?

3 A. Yes.

4 Q. What did you do in regards to the property
5 taxes with this property in 2017?

6 A. Obviously, nothing.

7 Q. What did you do in regards to the property
8 taxes for this property in 2018?

9 A. Nothing because it all slipped my mind. I was
10 dealing with other issues by then.

11 Q. But you would agree with me that based on your
12 testimony, that's a three-year period, correct?

13 A. Yes.

14 Q. So nothing was done in 2016. Nothing was done
15 in 2017. Nothing was done in 2018; Am I correct?

16 A. Yes. But I didn't get a notice, so I didn't
17 think about it.

18 Q. When you paid 2015 taxes, you were living at
19 your current address, is that correct?

20 A. Yes.

21 Q. Is that correct?

22 A. Yes.

23 Q. You ever filed any police report about mail
24 tampering or anything at this address since 2012?

25 A. No.

1 Q. Do you own any other property in the state of
2 South Carolina.

3 A. No.

4 Q. Did you at one time own property in other
5 counties in South Carolina?

6 A. Yes.

7 Q. What happened to that property?

8 A. It was sold.

9 Q. It was sold for taxes too, correct?

10 A. Yes.

11 Q. When was that?

12 A. I don't remember.

13 Q. Was it before or after the sale of this
14 property that we're here about today?

15 A. It might have been around the same time.

16 Q. Around the same time?

17 A. Uh-huh.

18 Q. And I believe that property was located at
19 Sumter County; is that right?

20 A. Yes.

21 Q. What did you do at the Census Bureau?

22 A. I was administrative assistant.

23 Q. Was that your same job for all 14 years?

24 A. No.

25 Q. Was that the last job you held at the

Transcript of Proceedings - Testimony of Frank Frierson - Uncle of Appellant

Pages 68, 76, 77, 78, 81, 82, 90, 91, 93, 94 and 95

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1 A. Maybe, I'd say, less than ten a day, I'd say.

2 Q. No, how many cars at one point?

3 A. At one point?

4 Q. Yeah.

5 A. Only one car can pass. That's a one -- if a
6 car -- if you meet a car, you have to pull off to the side
7 and let one car pass.

8 Q. Is this, like, a -- what you would call a
9 farm road?

10 A. A farm road. That's exactly what it is,
11 yes, sir.

12 Q. I'm going to hand you Exhibit No. 3. Are you
13 familiar with that photograph?

14 A. Yes, sir.

15 Q. What is that a picture of, please?

16 A. That's a picture here of that dirt road that
17 we're talking about now, and the curve by the highway;
18 that's Plowden Mill Road.

19 Q. Your Honor, I'd like to move Exhibit No. 3
20 into evidence.

21 THE COURT: One second, please, sir.

22 MR. SHAHID: I think the judge wants to
23 see that.

24 THE WITNESS: Oh, you want to see that?
25 Sorry, sir.

1 A. Often. Very often.

2 Q. At least once a week?

3 A. Often. More than once a week.

4 Q. Every week of every year from --

5 A. Every week of every year, yes, sir.

6 Q. -- 2017?

7 A. 2017. In 2015 there was a hurricane and the
8 branches knocked out the Plowden Mill Road and it took them
9 about more than a year so I had to come down Plowden Mill
10 Road to a road called Carl Road and to Brewington Road,
11 make a right onto Tearcoat Road, and sometimes I would come
12 down the dirt road.

13 When I was driving my truck, I would come down
14 the dirt road, but the dirt road is so bad. Gravel was so
15 bad, if I was driving my car, I would come all the way down
16 to Plowden Mill Road and even -- there was a bridge between
17 the land and my house. One side of the bridge was knocked
18 out, but they fixed that in about maybe two months.

19 Q. At some point Mr. Frierson, you became aware
20 that something was happening to this property that's
21 reflected on Exhibit No. 1 from the survey; is that right?

22 A. Yes, sir.

23 Q. What did you observe?

24 A. Well, I was called; I was notified by some
25 people that live next door. It was January 2, 2019,

1 two days after New Years that the timber was being cut.

2 Q. Do you remember who called you?

3 A. A lady named Gloria McFadden.

4 Q. And she's a lady that lives right on this --

5 A. That's where her mother lives, but her sister
6 lives there.

7 Q. Sir?

8 A. That's the mother house, but the sister live
9 there. Gloria live on Carl Road not too far away.

10 Q. At that point, you were made aware that there
11 was some cutting going on?

12 A. Yes, sir.

13 Q. Prior to January of -- I think you said January
14 of 2018?

15 A. 2019. January 2nd, 2019.

16 Q. Prior to that, did the land look like this with
17 all this vegetation in there? (Indicating)

18 A. Yes.

19 Q. All right. Did it look like this vegetation
20 that is reflected in Exhibit No. 12?

21 A. No.

22 Q. Explain to the Court, this is two sides of
23 Exhibit No. 12, the side to the -- looking at it would be
24 the left-hand, there is a tree with a white mark on it. On
25 the right-hand side is the area with a star on it, correct?

1 A. Sir, where the tree is, and you showed me the
2 star here. Where the easement is here. If the tree was
3 here, you could see my cousin's house that lives across the
4 highway, directly in front of the McFadden's. It would be
5 shown through there, so that tree was nowhere on
6 the property.

7 Q. All right. Now, also where that star is right
8 next to the easement?

9 A. The easement, yes, the power line. Black River
10 power line.

11 Q. And do you see anything that would reflect
12 easement to the side; either to the right-hand side or the
13 left-hand side of that tree?

14 A. No.

15 Q. And the density of the vegetation --

16 A. Right. It's --

17 Q. -- reflected on Exhibit No. 12, to the right or
18 left of the tree with the posting on it, does that look
19 like what it would've looked like back in 2016?

20 A. No.

21 Q. Seventeen?

22 A. No.

23 Q. Eighteen?

24 A. No.

25 Q. And nothing reflected on either side of that

1 was a cousin, he was a pastor and he died just before the
2 timber was cut.

3 Q. Now, comparing the number of cars that would
4 travel on -- excuse me on Plowden Mill Road to compare to
5 this county road, can you give us comparison of how much
6 traffic, based on your experience in traveling this area,
7 knowing this area, or how many other --

8 A. Oh, it would be a 100-to-1, sir, or more.

9 Q. If someone wanted to post something about an
10 event, would you agree with me that this road over here
11 would be the travel road, on Plowden Mill Road?

12 A. Yes, sir.

13 Q. Much more so than on this dirt road?

14 A. Yes, sir.

15 Q. The last thing I'm going to show you -- and I'm
16 going to mark as Exhibit No. 7, are you familiar with that
17 as well?

18 A. Yes, sir.

19 Q. What is reflected on Exhibit No. 7?

20 A. Plowden Mill Road, the houses of -- the houses
21 up there. I can identify the people that live in
22 those houses.

23 Q. Does that reflect Plowden Mill Road and also
24 those other county roads we were talking about?

25 A. Yes, sir.

1 THE COURT: Any objection?

2 MR. JOHNSON: No.

3 MR. TALLEY: No objection.

4 (Plaintiff's Exhibit 7, Close Overhead Google
5 Map, was marked for identification.)

6 BY MR. SHAHID:

7 Q. And does this show the number of houses around
8 this area on Plowden Mill Road and Azalea Lane?

9 A. Yes, it does.

10 Q. And Robert Rees?

11 A. Uh-huh.

12 Q. Are there any houses that you're aware of
13 that's along this county road that's reflected in
14 Plaintiff's Exhibit No. 12 and No. 7, I believe?

15 A. No houses on the county road.

16 Q. All the way down?

17 A. All the way down from Plowden Mill Road to
18 Tearcoat Road, no houses there.

19 Q. So you know a woman named Ruth McFadden?

20 A. Yes, sir, I do.

21 Q. And you know where she lives?

22 A. She lives in one of the houses on Plowden Mill
23 Road connected to the farm, that's her property.

24 Q. And then Gloria McFadden?

25 A. Yes, sir. She's the sister of Ruth.

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1 Q. So you believe that someone misstated what was
2 on this document; is that right?

3 A. I didn't say misdated.

4 Q. No, misstated.

5 A. That would be a different thing. Well, as I
6 stated, that tree wasn't here. What kind of tree is that;
7 do you know?

8 Q. Well, I can't answer questions. Your testimony
9 is this tree was not located on the two-and-a-half-acres of
10 Ms. Massenberg's?

11 A. Yes, sir.

12 Q. And that is -- you base that upon what you see
13 behind it?

14 A. Right.

15 Q. And so therefore, based on that, you don't
16 believe the property was posted?

17 A. I didn't say I didn't believe it wasn't posted.
18 I believe that didn't -- that tree wasn't on the property.
19 It could have been posted; I don't know.

20 Q. You think that tree may be in the area, but not
21 on the property?

22 A. Yes, sir.

23 Q. But you have no basis for that?

24 A. No, sir. Other than my belief that, you
25 know -- I just know the property. I know the property.

1 I'm down there three, four times a day. As I say -- and
2 that was my sister's property. I used to call it God's
3 little two acres.

4 Q. You used to call it what?

5 A. God, G-O-D, little two acres.

6 Q. God's little two acres?

7 A. Yes, sir. Because the only sister I had, loved
8 her to death, we was like -- (Demonstrating)-- and I
9 protected that property.

10 Q. Right. Did you, in fact, did you pay the taxes
11 on the property for a period of time?

12 A. Yes, sir. Up until I think in the '90s, when I
13 decided to give it to her. You know, I paid it out of my
14 pocket because she was just that close to me.

15 Q. Right. Up until 1997 when you signed that deed
16 of distribution.

17 A. That's right. In the '90s, I couldn't say if
18 it was '97 or what; when my wife decided, you know, let's
19 let her, you know -- right.

20 Q. Since 1997 have you ever had to step in and pay
21 the taxes?

22 A. Oh, no.

23 Q. She's always paid it?

24 A. Always paid it, yes.

25 Q. You checked on it?

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1 BY MR. JOHNSON:

2 Q. Does the ability to see the colored version
3 change your opinion or your perception of that?

4 A. No, sir. Not at all.

5 Q. All right. You would agree that if you had
6 ridden down Robert Rees Durant Road and looked towards this
7 property and seen that sign, you would've been able to see
8 it, correct?

9 A. Yes, I would.

10 Q. Thank you. That was all the questions I had.

11 THE COURT: Mr. Talley.

12 MR. TALLEY: May it please the Court.

13 EXAMINATION

14 BY MR. TALLEY:

15 Q. Good morning, Mr. Frierson.

16 A. Morning, sir.

17 Q. I want to show you the back of County
18 Exhibit 3, which is the color version of this Exhibit 12.
19 I believe I understood your testimony earlier that you
20 don't think there was a posting on the property; is
21 that correct?

22 A. I didn't see a posting. There could have been
23 a posting, I didn't see it. But I'm saying that tree was
24 not on the property.

25 Q. That tree --

1 A. I didn't say it wasn't posted. There could
2 have been a posting. But this tree and number one, the
3 background trees, there would be trees behind this tree.
4 It'd have to be, basically, behind the trees. These
5 are bushes.

6 The property -- this half of this property,
7 about an acre was in 1975 at the front of Plowden Mill
8 Road. I picked cotton with cotton-picking sacks on part of
9 that land -- that land that you have there. He had -- the
10 guy who sold the land, Mr. Willie Danton, he had an Ellis
11 tractor and I think two or three row tractors.

12 But it was a small tract of land and he planted
13 cotton since the years before I graduated from high school
14 in '58, '57. I picked cotton there with my mother on this
15 land. I know the land like the back of my hand, sir.

16 Q. Okay. And if you'll look at the top right-hand
17 corner of that exhibit; do you see where it says "GEO URI"?

18 A. Yes, sir.

19 Q. Now, would you agree with me that those are
20 coordinates that are represented by those numbers?

21 A. Well, explain that to me, sir.

22 Q. You see the top of it where it says
23 "Posting Confirmation"?

24 A. Yes.

25 Q. Correct. And then where I'm asking you to look

1 there is a series of numbers, correct?

2 A. Yes.

3 Q. Have you searched for a location
4 using coordinates?

5 A. No.

6 Q. Well, if we plug in these coordinates, and if
7 those coordinates led us to where this star is located on
8 these exhibits, would you change your testimony that the
9 property wasn't posted?

10 A. Well, if it's scientific stuff, I guess I
11 would. Yeah. If it's scientific, yes, I would.

12 Q. Okay. And this Exhibit 12 that we've been
13 talking about is actually a document that was put in
14 through your attorney or your niece's attorney as part of
15 that tax file, correct?

16 A. Yes. I guess it is.

17 Q. Have you ever spoken to anybody at Palmetto
18 Posting about your belief that they didn't post
19 the property?

20 A. I've never heard of Palmetto Posting.

21 Q. Okay. No further questions, Your Honor.

22 THE COURT: Redirect.

23 EXAMINATION

24 BY MR. SHAHID:

25 Q. I'm going to hand you again, what's been marked

Transcript of Proceedings - Testimony of Ruth McFadden Garth - Neighbor

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Ruth McFadden Garth Cross Examination by Scott F. Talley

Master-In-Equity Hearing
Massenberg, Alvetta Vs. Clarendon County Treasurer, Et Al.

October 1, 2020

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1 Q. So who owned the property, in your mind, back
2 in March of 2019?

3 A. I didn't know who owned it, but there was some
4 complications. I did not know who owned it.

5 Q. You didn't do your own research to find out if
6 what Mr. Epps, in fact, was telling you was true?

7 A. No, I did not.

8 Q. Did he give you a deed?

9 A. No.

10 Q. He didn't give you a deed --

11 A. No.

12 Q. -- to some property?

13 A. No.

14 Q. Thank you. Did you ask him to leave some of
15 the trees so you'd have a buffer?

16 A. I asked him to leave the trees that were
17 considered our driveway, yes. That he was taking away.
18 That's what I asked him to do.

19 Q. Was your driveway right up against the property
20 line between your property and the property we're talking
21 about today, correct?

22 A. Yes.

23 Q. And did you give him \$3,000?

24 A. Yes, sir, I did.

25 Q. And so in March of 2019, you bought -- were

Transcript of Proceedings - Testimony of Gertrude McFadden Washington - Neighbor

Page 118

Gertrude McFadden Washington Direct Examination by A. Peter Shahid, Jr.

Master-In-Equity Hearing
Massenberg, Alvetta Vs. Clarendon County Treasurer, Et Al.

October 1, 2020

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1 right there. Are you familiar with that part?

2 A. Of course, that's a divisor.

3 Q. And on the top part of it would be
4 Alvetta's property?

5 A. Yes.

6 Q. Okay. Thank you, Judge. One second.

7 Ms. Washington, have you ever seen a sign like that before
8 at another location?

9 A. Of course I have.

10 Q. Where did you see that?

11 A. I saw one at my cousin's house straight up the
12 highway, but if I'm going from Momma's house, if I'm going
13 back to Sumter, still on the Plowden Mill Road, there was a
14 green post -- well, it was a green one, it wasn't this
15 color. It was green, it was posted on the person's door.
16 I don't know if it's the same kind of concept, but I have
17 seen one.

18 Q. Okay. And you're aware of what that meant?

19 A. Yeah, I knew what it meant.

20 Q. If you had seen that, would you have contacted
21 anybody?

22 A. Yeah, I would have contacted Mr. Frierson right
23 off the bat.

24 Q. Thank you. No further questions.

25 THE COURT: Mr. Johnson.

Transcript of Proceedings - Testimony of Matt Evans - Clarendon County Treasurer

Pages 126 and 128

Matt Evans Direct Examination by Scott F. Talley

Cross Examination by A. Peter Shahid, Jr.

Master-In-Equity Hearing

October 1, 2020

Massenberg, Alvetta Vs. Clarendon County Treasurer, Et Al.

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1 BY MR. TALLEY:

2 Q. And are you aware, as we sit here today, of
3 anything Blacktop Ventures, LLC., has failed to do as a
4 successful bidder at this particular tax sale?

5 A. No, sir.

6 Q. Thank you. Please answer any questions that
7 counsel has.

8 EXAMINATION

9 BY MR. SHAHID:

10 Q. Good afternoon, sir. How are you doing?

11 A. Fine. Thank you.

12 Q. You're the treasurer for the
13 County of Clarendon?

14 A. Yes, sir.

15 Q. How long have you served in this capacity?

16 A. Since 2002. I've been with the county for
17 35 years.

18 Q. But as treasurer since 2002?

19 A. Since 2002.

20 Q. So the county contracted out with this company
21 called Palmetto Posting?

22 A. Yes, sir.

23 Q. Did you -- do you know where they are located?

24 A. I'm not sure where their main office is
25 located. All of that goes to the procurement system and so

1 name is Gregg.

2 Q. I'm sorry?

3 A. Gregg. G-R-E-G-G.

4 Q. What's Gregg's last name?

5 A. I'm not sure.

6 Q. Do you have his telephone number?

7 A. At the office.

8 Q. At the office?

9 A. Uh-huh.

10 Q. Do you talk to Gregg on a weekly basis?

11 A. No, sir.

12 Q. Monthly?

13 A. No, sir.

14 Q. Yearly?

15 A. Yes, yearly.

16 Q. As the contract is coming back through, what
17 specific instructions do you as treasurer provide to
18 Palmetto Posting as to where these tax notices are supposed
19 to be located?

20 A. There is no stipulation in the state law that
21 gives the exact location as to where the tax levy should be
22 on the tax property, it just has to be that the property is
23 levied on and it has to be physically placed within the
24 boundaries of the property.

25 Q. Mr. Evans, just to make sure we're all on the

Transcript of Proceedings - Testimony of David Epperson,
Clarendon County Administrator

Pages 137, 138 and 140

David Epperson Direct Examination by William H. Johnson
Cross Examination by A. Peter Shahid, Jr.

Master-In-Equity Hearing
Massenberg, Alvetta Vs. Clarendon County Treasurer, Et Al.

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1 public, the more the county is -- the county maintains
2 the road.

3 Q. Okay. And being graded ten times, is that
4 considered above average, about average, or less than
5 average for a dirt road in Clarendon County?

6 A. Based on the other roads in the county, that is
7 roughly above average for a dirt road. That is very
8 indicative that the road is used quite a bit.

9 Q. Okay. And in the event of each one of these
10 entries, a county employee was, in fact, present on this
11 road; is that right?

12 A. That's correct.

13 Q. And without traffic on that road, very little
14 maintenance would be necessary; is that correct?

15 A. That's correct.

16 Q. Thank you. That's all the questions I have.

17 THE COURT: Mr. Talley.

18 MR. TALLEY: I don't have any questions,
19 Your Honor.

20 MR. SHAHID: One second.

21 THE COURT: Yes, sir.

22 EXAMINATION

23 BY MR. SHAHID:

24 Q. Hello. I'm going to hand you, please, sir,
25 Plaintiff's Exhibit No. 4.

ROA Page 47 of 102

1 A. Okay.

2 Q. I got a blow-up over here on this board. You
3 agree with me, this is the road we're talking about?

4 A. Yes.

5 Q. This is the dirt road that's running behind
6 this pickup truck that's shown in this; correct?

7 A. Yes.

8 Q. And you would agree with me, sir, that this
9 road -- excuse me, I'm sorry -- this road is wide enough
10 only for one vehicle to go in and out of the road?

11 A. I'm not able to make that determination from
12 the picture.

13 Q. I'm sorry. I thought you said you were familiar
14 with this road?

15 A. I am familiar with the road.

16 Q. How many times have you been down it?

17 A. Occasionally. I don't live in that area or use
18 that area, but I am familiar with the road -- that road and
19 other roads in the county just by nature of my position.

20 Q. So you're not familiar enough to know if this
21 only holds one car at a time?

22 A. I can't make that determination today.

23 Q. Okay. And we're talking about grading and
24 shaping. So grading and shaping is what happens on the
25 road, correct?

David Epperson Redirect Examination by William H. Johnson

Master-In-Equity Hearing
Massenberg, Alvetta Vs. Clarendon County Treasurer, Et Al.

October 1, 2020

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1 Q. Vehicles heavier than automobiles?

2 A. Yes. Those types of equipment are heavier than
3 automobiles.

4 Q. You're the county administrator?

5 A. Correct.

6 Q. You are familiar with the prominent -- both
7 state and federal, the department of transportation studies
8 that gives you road counts?

9 A. Yes.

10 Q. You have a road count for this road?

11 A. We do not.

12 Q. Thank you so much. I appreciate
13 your testimony.

14 A. Sure.

15 THE COURT: Mr. Johnson.

16 EXAMINATION

17 BY MR. JOHNSON:

18 Q. Brief follow-up on that. I think it's evident,
19 but for folks that are on Tearcoat Road, and they will --
20 are eventually going toward Sumter on Plowden Mill Road, is
21 this like somewhat of a shortcut to cut through?

22 A. It is.

23 Q. Okay. Okay. So is it -- to your knowledge, do
24 vehicle's -- private family vehicle's also use this road?

25 A. They do.

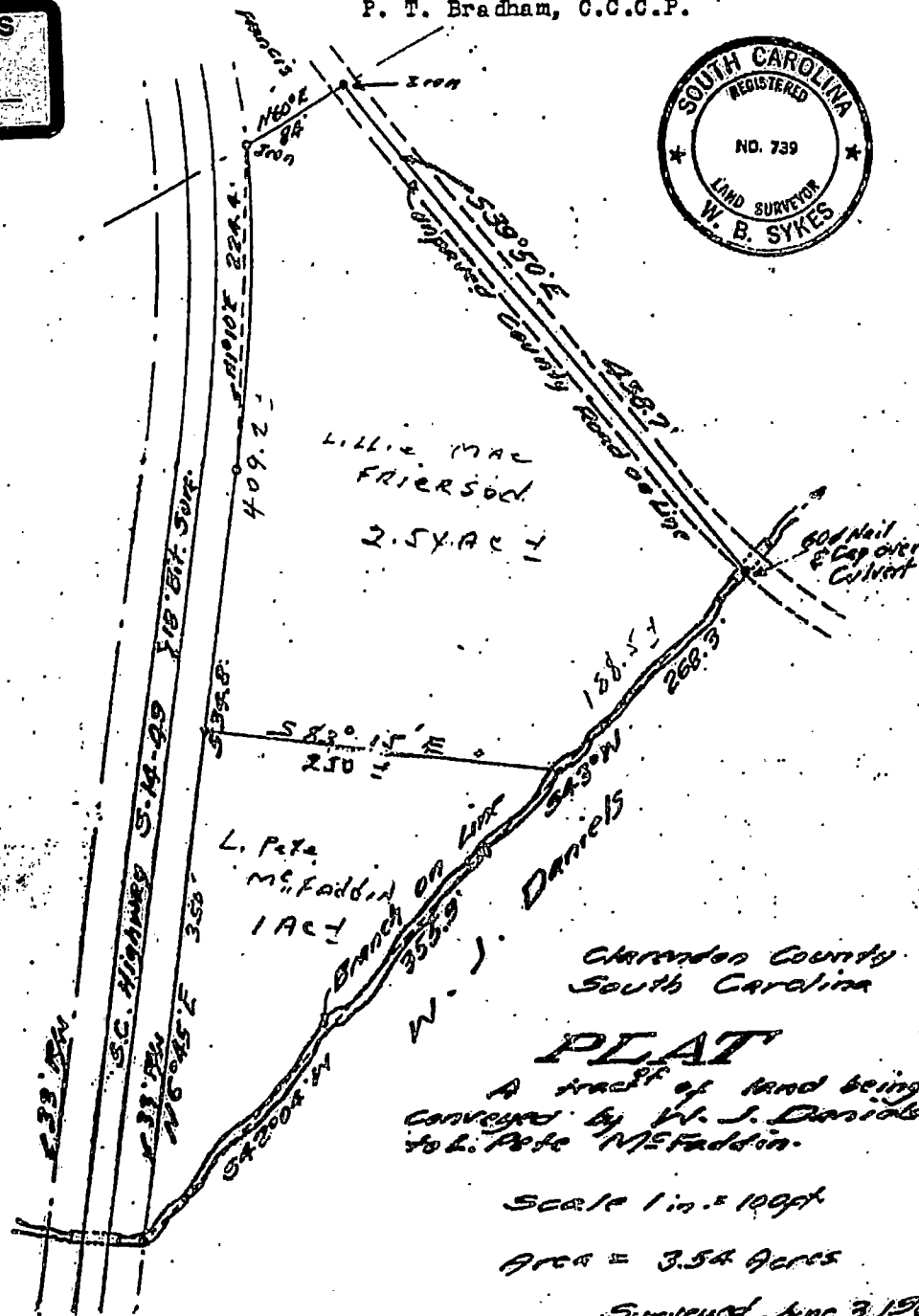
Plaintiffs Exhibit 1

Plat prepared by W.B. Sykes for Clarendon County tract of land recorded August 24, 1971, in Plat Book No. 23, Page 105

Recorded August 24, 1971 in Plat Book No. 23; Page 105.



P. T. Bradham, C.C.C.P.



Clarendon County
South Carolina

PLAT

A tract of land being
conveyed by W. J. Daniels
to L. Pete McFadden.

Scale 1 in. = 100 ft

Area = 3.54 Acres

Surveyed June 3, 1968

W. B. Sykes
SURV.

W. B. Sykes
4398

Plaintiff's Exhibit 2
 Palmetto Posting, Inc.'s Field Report - Clarendon, SC
 Posting confirmation as of July 26, 2017

Field Report - Clarendon, SC

18-00-02-004-00

Posting Pro

81645

Property Data

Property Number: 1454201
 Posting Year: 2017
 Parcel No. 180-00-02-004-00
 County Item No. 01945
 Property Type: Real Estate
 Owner: MASSENBERG ALVETTA L

Location and Description

Address 1: 5724 SLOPING OAKS RD APT 204
 City: CHARLOTTE NC 28212
 Zip: 28212
 District: 20
 Acres: 2.5
 Lot: 0

Posting Confirmation

Geo URI: geo:33.81622,-80.18910
 Completed: 7/26/2017 2:38:00 PM
 Disposition: Complete

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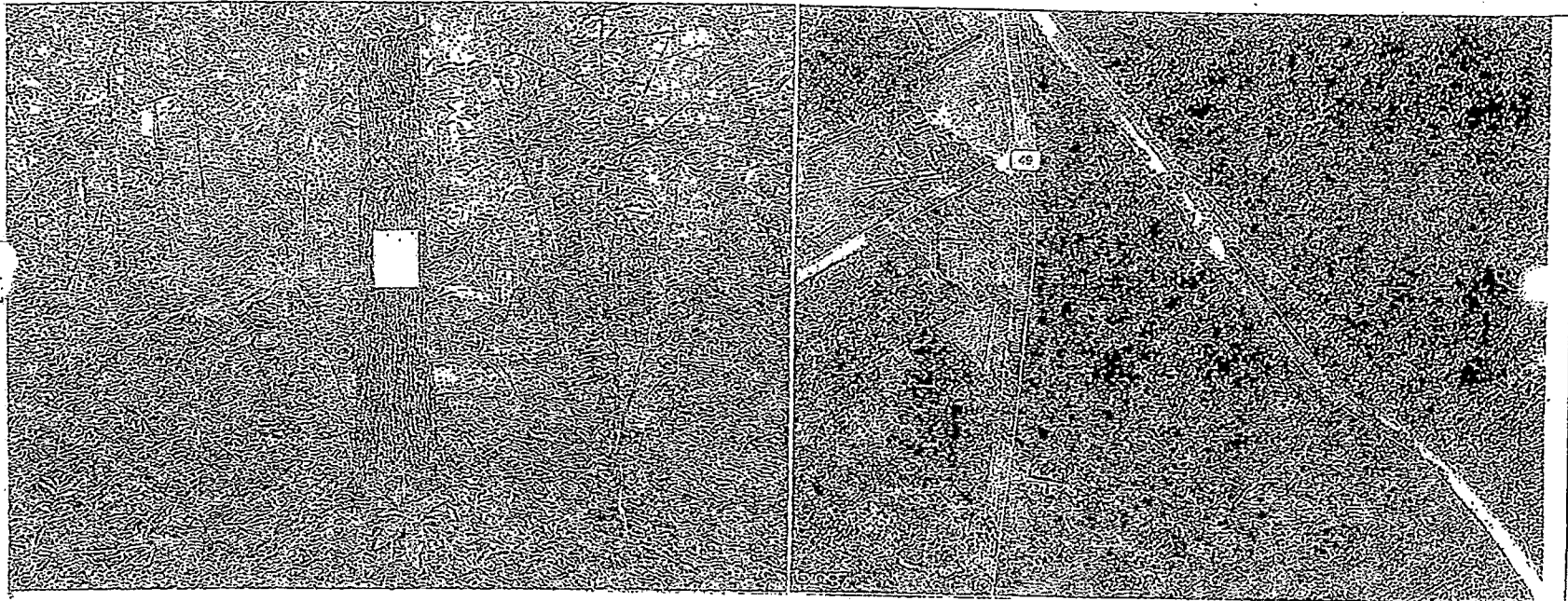


EXHIBIT "A" - Attachment to Plaintiff's
 Request to Admit of March 19, 2020

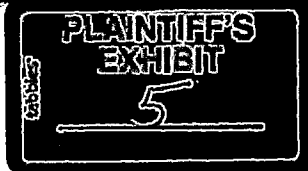
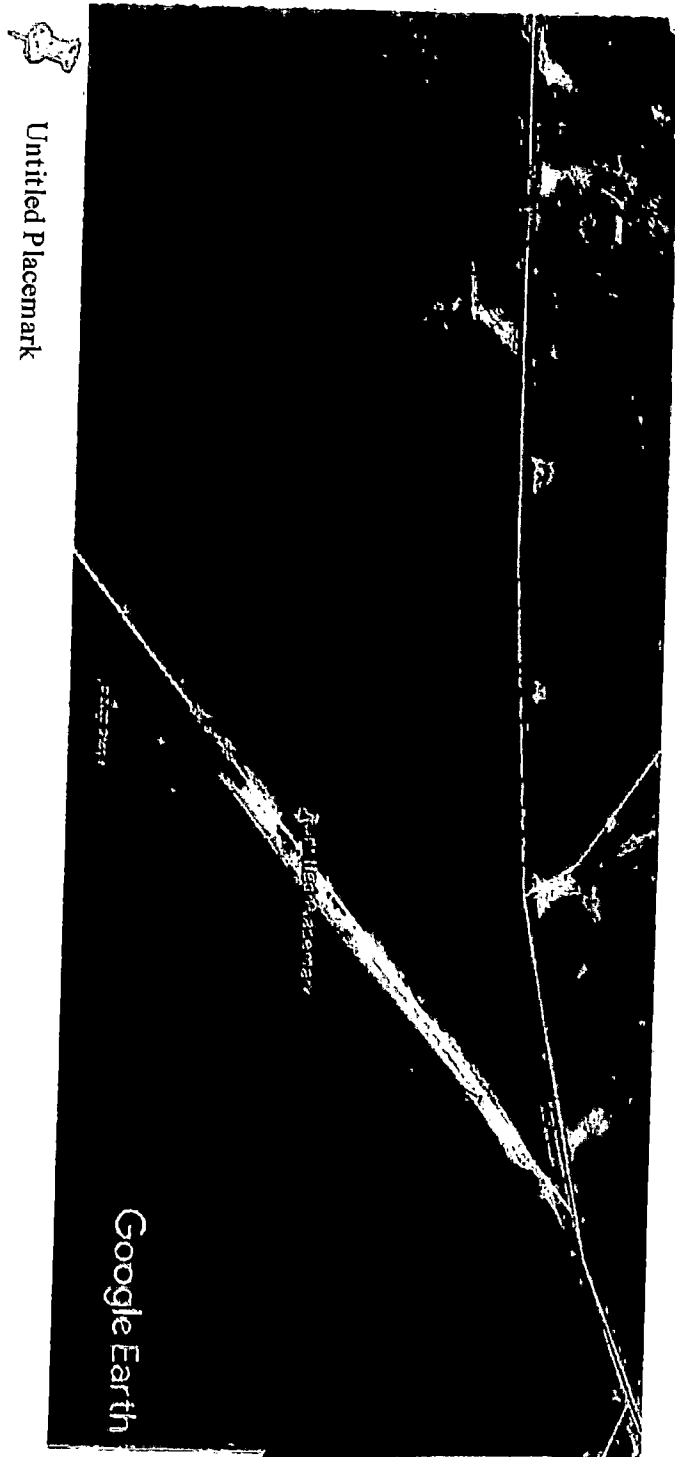
Palmetto
 Posting, Inc

Plaintiff's Exhibit 5

Photograph - Google Earth aerial view evidencing placement of notice of levy on Robert
Rees Durant Road

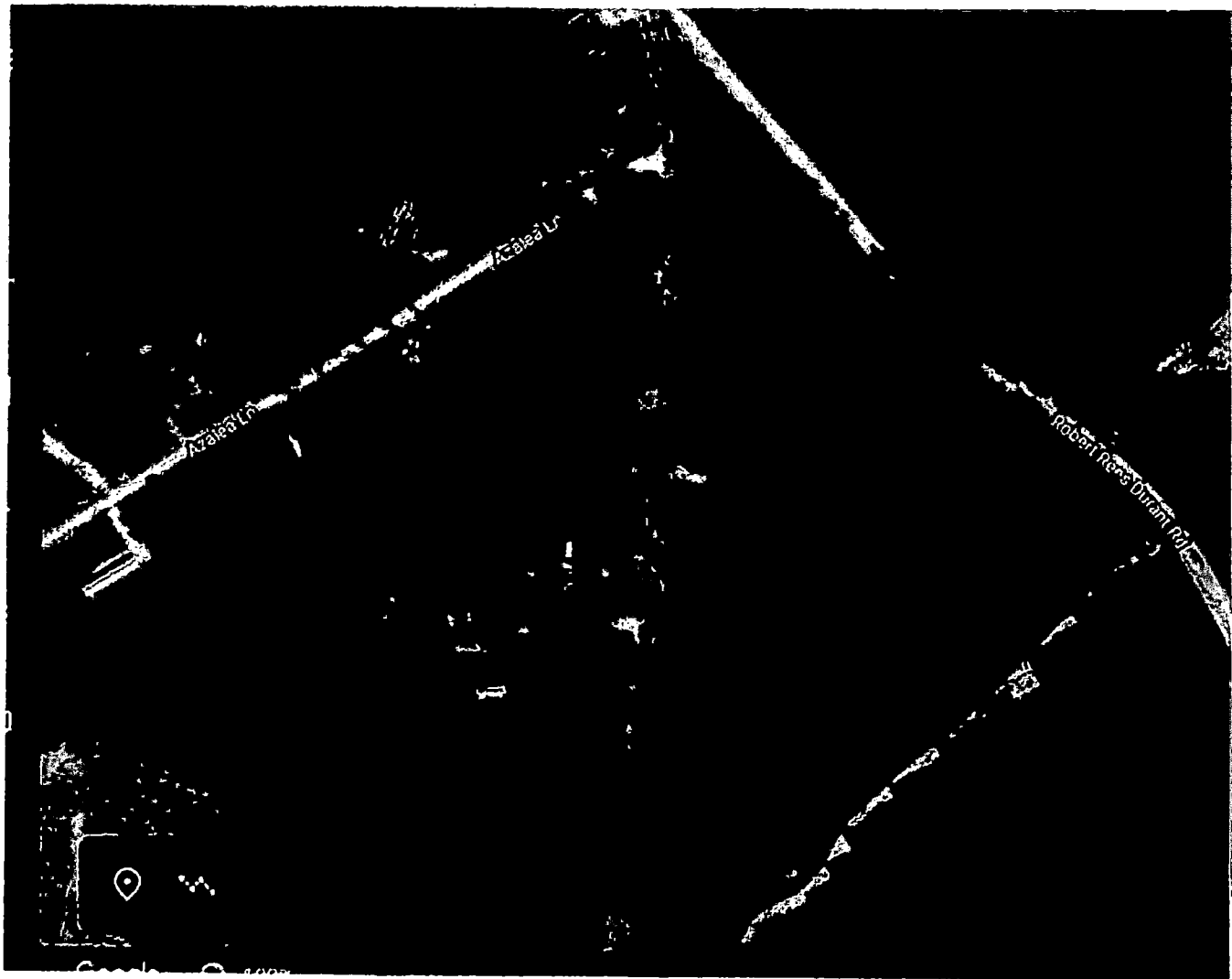
Google Earth

Page 1



Plaintiff's Exhibit 6

Photograph - aerial view showing intersection of Plowden Mill Road and Robert Rees
Durant Road as well as Azalea Lane

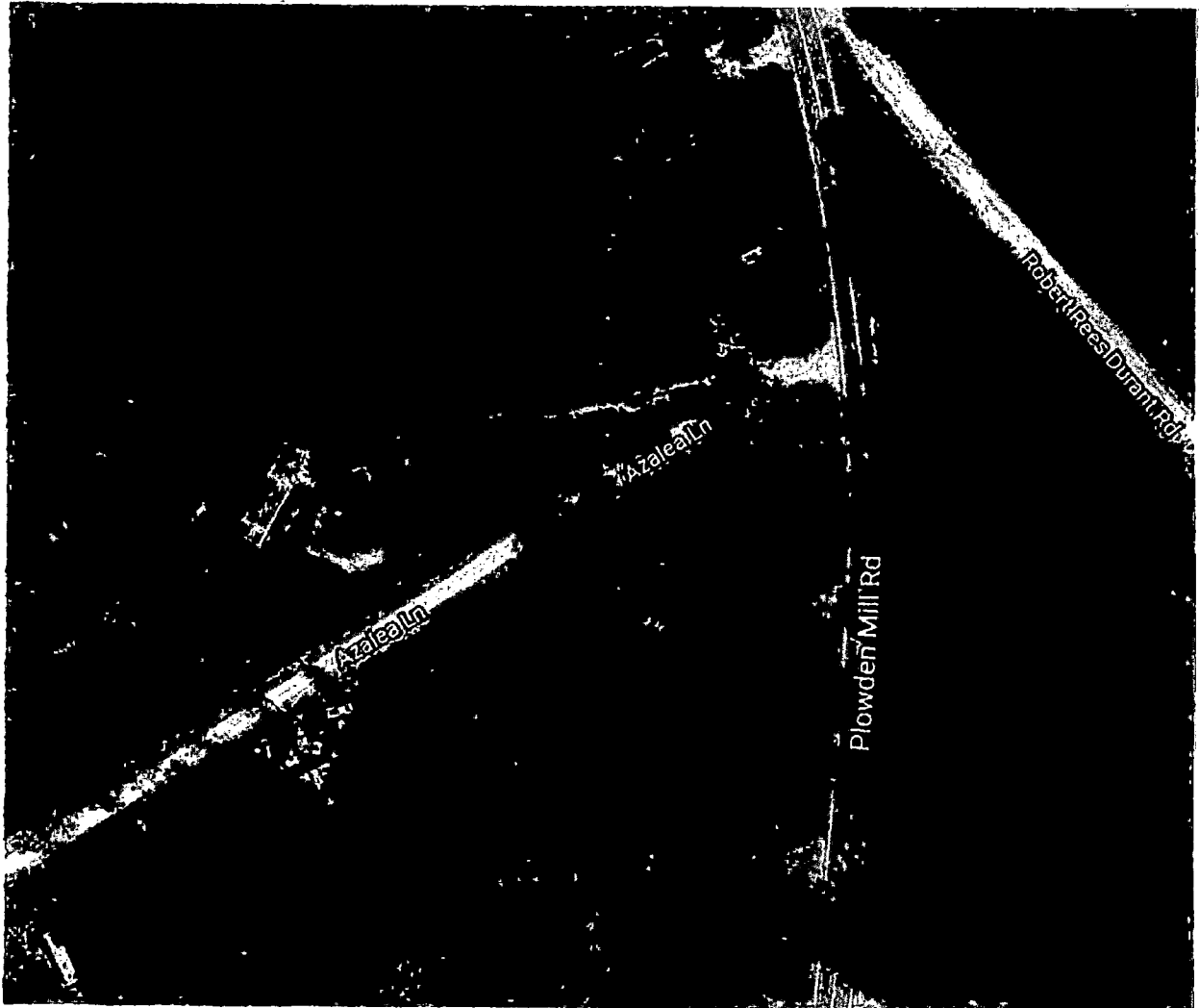


Plaintiff's Exhibit 7

Photograph - aerial view showing closeup of Plowden Mill Road, Robert Rees Durant Road and Azalea Lane

8/11/2020

Google Earth



Plaintiff's Exhibit 8

Alvetta Massenberg's Lease Agreement dated November 12, 2012



APARTMENT ASSOCIATION OF NORTH CAROLINA RESIDENTIAL LEASE AGREEMENT



1. SUMMARY OF KEY TERMS OF THIS LEASE AGREEMENT ("Agreement"): The following information ("Paragraph 1" and subparts) is provided strictly for informational purposes and is intended to be construed contextually with the other terms and conditions of this Agreement.

1(A). PARTIES.

Name of LESSOR (Owner): 4700 Twisted Oaks, I, LLC

Address of Lessor: 4700 Twisted Oaks Rd. Charlotte NC 28212

All sums paid to Lessor by Lessee(s) shall be made payable to (if different than name of LESSOR): Wellington Farms Apartments

Name(s) of LESSEE(S) - Full Legal Name(s):

1. Alvetta Massenberg

2. Daniel Massenberg

3. _____

4. _____

If this Agreement is executed by more than one Lessee, each Lessee shall be jointly and severally liable (i.e., each Lessee will be fully responsible) for compliance of all the terms and conditions contained in this Agreement.

AUTHORIZED OCCUPANTS (Check box for those with key access):

Name	Age
☒ <u>Altasia Massenberg</u>	<u>17</u>
☐ _____	_____
☐ _____	_____

For the remainder of this Agreement, Lessor may also be referred to as "We" or "Us" or in the possessive form as "Our" or "Ours." Lessee(s) may be referred to as "You," "Yourself," or "Yourselves," or in the possessive form as "Your" or "Yours." You shall be responsible for the acts of Your Authorized Occupants.

1(B). ADDRESS & TERM.

ADDRESS OF LEASED PROPERTY (unit, street, city, state, zip code):
#204, 5724 Sloping Oaks Road, Charlotte, NC 28212

DETACHED STORAGE/GARAGE UNIT? ☐ YES ☒ NO Unit No. _____

In consideration of the promises and agreements contained in this Agreement, We agree to lease to You the above-described real property, together with any detached storage area or detached garage (if any), the combination of which shall hereinafter be collectively referred to in this Agreement as the "HOME." You agree that Your rental of the HOME does NOT grant You the right to use any Common Area facility. See Paragraph 8 for more details.

BEGINNING DATE OF LEASE TERM: 11/12/2012

ENDING DATE OF LEASE TERM: 11/11/2013

1(C). UTILITIES.

UTILITIES & SERVICES TO BE PAID BY US (only if checked by Us):

☐ ELECTRICITY	☐ GAS	☐ INTERNET	☐ SEWER
☒ GARBAGE	☐ CABLE TV	☐ TELEPHONE	☐ WATER

You understand and agree that all utilities not checked will be paid by You.

See Paragraph 36 for additional information. Your Initials: AM DM

ARE WATER/SEWER SERVICES SUBMETERED? ☒ YES ☐ NO

If Yes, Type of Submetering: ☒ ALL WATER ☐ HOT WATER ONLY

If water and/or sewer services are submetered, You shall receive, and You agree that You shall pay, monthly bills received from Us (as provider) or from Our billing agent related to Your usage of water and/or sewer services at the HOME. See Paragraph 37 of this Agreement for more details regarding submetering.

Name and address of Our water/sewer services billing agent ("Agent"):
City of Charlotte

1(D). LIABILITY AND CONTENTS INSURANCE POLICIES.

You ☐ ARE ☒ ARE NOT required to have liability insurance coverage.

You ☐ ARE ☒ ARE NOT required to have contents insurance coverage.

Minimum Liability Insurance Coverage: \$ _____

Minimum Contents Insurance Coverage: \$ _____

We are not responsible for any damage to Your personal property. See Paragraph 20

© AANC, Revised August 2009

1(E). RENT.

BASE MONTHLY RENT: \$ 720.00

ADDITIONAL MONTHLY RENTS: _____
(If any, describe form and amount of rents below)

MONTHLY RENT SUBTOTAL: \$ 720.00

Monthly Discount? ☐ Yes ☐ No

If Yes, list discount per month: _____ (-) \$ _____

TOTAL MONTHLY RENT: \$ 720.00

(Equal to Base Monthly Rent Plus Additional Monthly Rents Minus Discounts, if any).

PRORATED RENT FOR FIRST MONTH OF LEASE TERM: \$ 456.00

(Equal to Total Monthly Rent divided by total number of calendar days in 1st month of term multiplied by number of calendar days remaining in 1st month of term).

LATE FEES: \$ 36.00

(Equal to 5% of the Total Monthly Rent, if rent paid after 5th of month; if rent is subsidized by a government entity, Late Fees will be \$15.00 or 5% of the Resident's share of the monthly rent, whichever is higher).

ONE-TIME DISCOUNT/PROMOTIONS? ☒ Yes ☐ No

(If any, describe type and amount below)

200 off move in \$ 200.00

1(F). REFUNDABLE DEPOSITS.

SECURITY DEPOSIT: \$ 720.00

PET DEPOSITS:

Amount per pet: \$ _____

Number of pets: _____

TOTAL OF PET DEPOSITS: \$ _____

ADDITIONAL DEPOSIT (if any, describe below): _____ \$ _____

TOTAL OF ALL DEPOSITS: \$ 720.00

Name and Address of Financial Institution Where Deposits Are Held:
Wells Fargo

1(G). MISCELLANEOUS FEES/CHARGES.

COMPLAINT FILING FEE [see Paragraph 38(F)]: \$ 36.00

COURT APPEARANCE FEE [see Paragraph 38(F)]: \$ 72.00

SECOND TRIAL FEE [see Paragraph 38(F)]: \$ 86.40

CHANGE OF LOCKS/KEYS (per set): \$ 50.00

PET FEES (per pet): \$ _____

ANNUAL RATE OF INTEREST, if any [see Paragraph 38(G)]: _____ %

OTHER FEES/CHARGES (describe below): _____ \$ _____

1(H). SMOKE-FREE HOUSING.

You understand and agree that the HOME ☐ IS ☒ IS NOT designated as a smoke-free unit. See Paragraph 15(C) for more details.

1(I). ASSUMPTION OF RISK & WAIVER OF ACKNOWLEDGEMENT.

By Your act of initialing below, You acknowledge that You have read, understood, and fully agreed to Paragraph 16 of this Agreement.

Your Initials: AM DM

2. LEASE TERM, RENT, AND DISCOUNTS.

A. Term of Agreement: The initial rental term ("initial rental term") of this Agreement shall begin and end on the dates set forth in Paragraph 1(B). At the end of the initial rental term, this Agreement shall be automatically renewed on a month-to-month basis under the same terms and conditions unless ONE of the following events occurs:

(1) You or We provide the other with a written notice of termination at least 60 days prior to the end of the initial rental term or at least 60 days prior to the end of any month-to-month term, OR

(2) We provide You with a written notice of termination at least 60 days prior to the end of any month-to-month term, OR

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of the initial rental term that any renewal term will be at a different stated monthly rent and/or with different stated terms and conditions ("new monthly terms"), AND if within ten (10) days after receipt of Our notice, You provide Us with a written notice of termination effective at the end of the initial rental term. However, if You fail to provide Us with written notice of termination within the aforementioned ten (10) day period, the term of this Agreement shall be renewed automatically on a month-to-month basis at the new monthly terms.

B. How/When Written Notices of Termination Take Effect:

(1) You agree that any written notice of termination will not take effect until the LAST day of the initial rental term or on the LAST day of any subsequent month-to-month term.

(2) What this means to You: Regardless of how many days written notice You provide to Us, You may NOT terminate this Agreement before the last day of the initial rental term. If this Agreement automatically renewed on a month-to-month basis, You may NOT terminate this Agreement before the last day of any month-to-month term. If You attempt to terminate this Agreement prior to the last day of the initial rental term or prior to the last day of any subsequent month-to-month term, You will be in default of this Agreement, and You will be liable to Us for the Total Monthly Rent until (a) the end of the initial term or month-to-month term (whichever is applicable) or (b) until the date that We receive a rental payment from the subsequent tenant who entered into a lease agreement with Us for the Home, whichever one of the two events occurs first.

(3) **Holdover Status:** Notwithstanding the above, in the event You provide Us with a written notice of termination containing a specific "move out" date (i.e., the exact calendar date on which You will terminate the Agreement and vacate the Home, hereinafter referred to as the "move out" date), and if We send You written notice that We have accepted Your proposed "move out" date, then the combination of Your written notice and Our written acceptance of same shall serve as a modification to this Agreement, where the parties agree that the term of this Agreement shall end on the "move-out" date, with the following condition precedent: that You actually vacate the Home on or before the "move out" date. In the event You remain in possession of the Home past the "move out" date, You understand and agree that:

(a) You shall be considered as a holdover tenant subject to removal immediately via summary ejectment pursuant to N.C. GEN. STAT. 42-26(a)(1), and/or

(b) You shall be in default of this Agreement; and/or

(c) You shall be liable to Us for the Total Monthly Rent until (i) the end of the initial term or month-to-month term (whichever is applicable) or (ii) until the date that We receive a rental payment from the subsequent tenant who entered into a lease agreement with Us for the Home, whichever one of the two events occurs first; AND

(d) You shall be liable to Us for any and all damages arising from Your failure to vacate the Home on or before the "move out" date.

C. Effect of Automatic Renewal of Lease: If the term of this Agreement is automatically renewed on a month-to-month basis, the renewal term will be subject to the same terms and conditions of this Agreement, with the sole exception that You shall honor the new monthly terms if:

(1) We exercise our rights under Paragraph (2)(A)(2) to enforce new monthly terms; AND

(2) You do not provide Us with a written notice of termination within ten (10) days of receipt of Our written notice advising You of the new monthly terms.

D. Rent: You agree to pay Us the prorated amount of rent calculated and listed in Paragraph 1(E) for the first partial month of the lease term. After that, You agree to pay Us the Total Monthly Rent listed in Paragraph 1(E), said amount being the sum of the base rent plus any additional rents minus any scheduled discounts. You shall deliver Your payment of the Total Monthly Rent to Us at Our address (described in Paragraph 1(A)) ON OR BEFORE THE FIRST CALENDAR DAY OF EACH MONTH of the initial rental term and every subsequent month-to-month term. Should You fail to deliver the Total Monthly Rent to Us by the first calendar day of any month in which it is due, You shall be in default of this Agreement, even if You attempt to pay Us in full as soon as possible thereafter. In this event, You are in default of this Agreement for Your failure to pay the Total Monthly Rent when due. You understand and agree that We have no duty to comply with N.C. GEN. STAT. § 42-42(n) and Paragraph 11(A).

E. Revocation of Monthly Discount: If You receive a monthly discount (the "discount") of rent, it will be indicated and described in Paragraph 1(E) of this Agreement. In consideration for Our decision to enter into this Agreement with You for the rental of the Home, and in consideration of Our reasonable expectation that You will honor the full terms of this Agreement and pay the Total Monthly Rent when due to Us, You agree that We have granted You a discount in the form of a reduction in the rental amount due during the lease term. Notwithstanding the foregoing, You understand and agree that the discount is a privilege which We may revoke in the event that: (a) You fail to pay the Total Monthly Rent on or before the fifth (5th) calendar day of the month two (2) or more times during the term of this Agreement, OR (b) You become more than sixty (60) days past due in the payment of any bill for Your use of submetered water or sewer services. We may choose to revoke the discount, and in such an event, We will provide You with at least fifteen (15) days written notice of our intention to revoke the monthly discount, and any revocation will take effect on: (i) the first calendar day of the month following the most recent month for which You were late in tendering the Total Monthly Rent, or (ii) the first day of the calendar month following the fifteen (15) day written notice where the revocation is based on Your failure to pay a submetered water or sewer bill. Upon the revocation of the

discount, Your Total Monthly Rent for the remainder of the lease term will increase by the value of the discount described in Paragraph 1(E).

3. LATE PAYMENTS: You agree that We may reject any attempt by You to pay rent if You are in default of this Agreement. However, should We choose to accept a late rental payment received from You after the fifth (5th) calendar day of the month, You will also owe Us a late fee ("late fee") in the amount stated in Paragraph 1(E) of this Agreement (said amount not to exceed \$15.00 or five percent (5%) of the Total Monthly Rent, whichever is greater or, where Your Total Monthly Rent is subsidized by the United States Department of Housing and Urban Development, by the United States Department of Agriculture, by a State agency, by a public housing authority, or by a local government, said amount shall not exceed \$15.00 or an amount equal to five percent (5%) of Your share of the Total Monthly Rent (after deducting the value of the rent subsidy received), whichever is greater). The late fee shall be considered additional rent, and You will owe Us the late fee without Us having to demand it from You, and You will tender the late fee, together with the late rental payment, only in the form of a Cashiers Check or Money Order.

A. When Rent is Considered Paid. You understand and agree that You have not made a rental payment to Us, nor have We accepted same, until We:

(1) receive Your check, money order, or other negotiable instrument (all of the above hereinafter referred to as "negotiable instrument");

(2) We endorse (i.e., sign or stamp the back of) the negotiable instrument;

(3) We deposit the negotiable instrument with Our banking institution; AND

(4) Your banking institution honors the negotiable instrument by paying Us through Our banking institution.

Until all four (4) of the above events occur, You agree that You have not made a payment, nor have We accepted a payment. You shall not owe Us a late fee if (i) We received Your negotiable instrument on or before the fifth (5th) calendar day of the month that the rental payment was due and (ii) after we receive Your negotiable instrument, all four (4) of the above events occur.

B. Effect of Lost or Stolen Negotiable Instruments. You understand and agree that Your attempted payment of rent or other sums due under this Agreement may be stolen by criminal third parties outside of Our control. You understand and agree that until We have received, endorsed, and deposited (and received value for) Your negotiable instrument, You should consider Your rent as unpaid. You agree that it is Your responsibility to ensure that We receive Your payment of rent on-time. In the event Your negotiable instrument is lost or stolen, You agree that it is Your sole responsibility to replace the lost or stolen negotiable instrument in time to comply with the requirements of Paragraph 3 of this Agreement, or else You shall be in default of this Agreement.

4. RETURNED CHECKS: You agree to pay a \$25.00 (or the maximum allowed by law, pursuant to N.C. GEN. STAT. § 23-3-500) processing fee ("returned check fee") for each check that You submit to Us if said check is returned by the financial institution for any reason, including but not limited to insufficient funds available to cash the check or if the bank account is closed or otherwise unavailable. You agree that the returned check fee shall be due without Our demand, and as such, You shall tender the returned fee, together with the rent and any late fees due, by Cashiers Check or Money Order. If a check submitted by You is returned, We reserve the right to require that You make all future payments by Cashiers Check or Money Order only, and We also reserve the right to seek enforcement of the returned check pursuant to N.C. GEN. STAT. § 6-21.3.

5. SECURITY DEPOSIT: You agree to tender to Us the Total of All Deposits (the "Deposit") as described in Paragraph 1(F) of this Agreement prior to taking possession of the Home. This sum shall be held in trust as a Security Deposit at the financial institution listed in Paragraph 1(F). We will hold the Deposit for the period that You occupy the Home. After You move from the Home and remove all items of personal property and surrender possession of the Home back to Us, We will determine whether or not You are eligible for a refund of any or all of the Deposit. The amount of the refund will be determined in accordance with N.C. GEN. STAT. § 42-51 and the following conditions and procedures:

A. You understand that the Deposit is Security for Your performance of the terms and conditions of this Agreement, and You agree that the Deposit cannot be applied under any circumstances towards rent (including but not limited to the last month's rent) or other charges due while You are in possession of the Home;

B. If the Home is rented by more than one Lessee, all of You agree that You are responsible for dividing any refund among yourselves. We may pay the refund to any Lessee named in Paragraph 1(A) of this Agreement, and in such an event, You agree to hold Us harmless for such action;

C. Upon a sale or conveyance of the Home, We may transfer or assign the Deposit to the new owner, who then assumes the liability thereof upon transfer, and at that point in time, You agree that Our liability for the Deposit shall terminate;

D. IF WE PLACE THE SECURITY DEPOSIT IN AN INTEREST-BEARING BANK ACCOUNT, YOU AGREE THAT ANY INTEREST THAT ACCRUES SHALL BE FOR OUR SOLE BENEFIT, AND THAT WE MAY WITHDRAW SUCH INTEREST AT ANY TIME;

E. We will refund You the amount of the Deposit LESS any amount needed to pay the cost of:

(1) unpaid rent;

(2) damage to the Home in excess of normal wear and tear;

(3) charges for late payments or returned checks;

(4) cleaning the Home if You fail to clean the Home properly and if Your failure to clean the Home properly results in damages that exceed normal wear and tear;

(5) any unpaid bills that become a lien on the Home;

(6) re-renting the Home after Your default of this Agreement;

(7) any damages and/or court costs incurred by Us as a result of Your default of this Agreement;

(8) any unpaid charges for substandard water and sewer services.

F. If we can determine the extent of all Our potential deductions from the Security Deposit, We shall, within thirty (30) days after termination of the tenancy and Your delivery of possession of the Home back to Us (NOTICE: You agree that Your delivery of possession of the Home shall not be considered complete until You comply with Paragraphs 25(E) and 25(F)), return the balance, if any, of the Security Deposit, along with an itemization of any deductions from the Security Deposit, to You at Your last known address. If we cannot determine the extent of Our potential deductions from the Security Deposit within thirty (30) days after termination of the tenancy and Your delivery of possession of the Home back to Us, then We shall provide You with an itemized accounting no later than thirty (30) days after termination of the tenancy and delivery of possession of the Home to Us, and We shall provide You with a final accounting within sixty (60) days after termination of the tenancy and delivery of possession of the Home to Us. If Your address is unknown or if Your deposit is returned to Us as undeliverable by the U.S. Postal Service, We will hold the balance of the Deposit for Your collection for a period of six (6) months, after which time any remaining balance of the Deposit shall escheat to the State of North Carolina. At such time, Our liability for the return of the Deposit shall cease.

G. While the Deposit may be increased as shown in Paragraph 1(F) due to the presence of a pet, the Deposit can be applied as set forth in Paragraphs 5(E)(1) through 5(E)(3) and not just to those damages that may be attributed to the presence of a pet. You agree that the Deposit is not to be considered a non-refundable pet fee or separate monthly pet rent. You agree that any non-refundable pet fee or monthly pet rent serves only as consideration for Your privilege of maintaining a pet in the Home and not as payment for future damages relating to said pet. As such, You also agree that any non-refundable pet fee or monthly pet rent is not subject to the deposit itemization requirements at lease termination.

H. Absent a separate written agreement or written modification to the Agreement signed by all parties, in the event a co-Lessee (the terminating Lessee) seeks to terminate the Agreement and avoid further liability under the Agreement as provided by N.C. GEN. STAT. § 42-15.1, and in the event the Agreement shall continue in full force and effect as to any remaining Lessee(s), You agree that the ownership of any and all security deposits tendered under this Agreement shall automatically transfer to the remaining, non-terminating Lessee(s).

I. PETS:

A. No animals, birds, or pets of any kind shall be permitted in the Home at any time without Our express, written consent, which shall be documented in a separate Pet Agreement. You understand and agree that We have the sole discretion and absolute right to determine regarding what animals, if any, will be allowed to enter or remain in the Home, although reasonable accommodations will be made where otherwise required by law. You further understand and agree that even if We permit a pet in the Home, the pet must be removed from the Home if, in Our sole discretion, We determine that the pet constitutes a nuisance, creates a disturbance, or causes damage, poses a threat to the safety of any person or property, or is no longer desirable. Should we discover that You have or had an unauthorized pet in the Home during Your tenancy (whether or not Our discovery of the unauthorized pet occurs during Your tenancy or thereafter), You agree that You shall be liable to Us for the immediate payment of any and all non-refundable pet fees and pet rents and pet deposits normally due to Us pursuant to Our rules and regulations, or pursuant to Our normal charges and fees. You understand and agree that it is unreasonable for You to demand that We ascertain the exact date and time that any unauthorized pet was present in the Home for the purpose of establishing a prorated pet fee and pet deposit. That You owe to Us, You agree that such amounts shall be calculated as though the unauthorized pet was present in the Home on the first day of the initial lease term. In the event You fail to tender these sums immediately upon Our demand, it will constitute Your default of this Agreement.

B. You understand and agree that the presence of pet urine or other animal waste that may be deposited in the carpeting or on the flooring of the Home during Your tenancy represents certain biological, health, and safety hazards—as well as offensive odors—for Yourself and for future and neighboring tenants. Due to (1) the unique characteristics of animal urine and other animal waste and its damaging effect on carpet, carpet padding, and flooring and (2) the unlikelihood of cleaning such damage to the satisfaction of future tenants, You agree that the presence of animal urine or animal waste in the carpet or flooring of the Home shall not, under any circumstances, be considered normal wear and tear. You understand and agree that, in any event, You shall be fully responsible for the value of replacement and installation of carpet, flooring, and/or fixtures necessitated by the presence of animal urine or other animal waste found by Us in the carpeting or flooring of the Home, and that the Deposit referenced in Paragraph 1(F) may be applied to such damage, though You shall be fully liable to Us for any deficiency. The replacement value of carpet, flooring, and fixtures shall be prorated based on the respective age of the item(s) at the time of replacement as compared to the original expected life of the respective item(s).

C. You understand and agree that the presence of pets in the Home may hinder the ability to re-rent the Home to a future tenant, due to specific odors, clutter, flea, and other characteristics that may be objectionable to future tenants. As such, You agree that You shall be liable to Us for any costs associated with (1) deodorizing the Home and (2) professionally treating the Home for the actual or suspected presence of pets or fleas.

7. KEYS AND LOCKS:

A. You agree not to install additional or different locks or gates on any door or windows of the Home, unless We first expressly approve of such installation in writing or as otherwise provided in Paragraphs 7(B), 7(C), and 7(D). When this Agreement ends, You agree to return all keys, security access cards, and/or parking garage openers, AND garage door openers (as applicable to the Home) to Us. If keys are not returned to Us at the end of the tenancy, You agree to pay the usual lock fee described by Our then-existing policies or Rules and Regulations for each lock changed. For other devices named in this Paragraph, You shall be liable for their replacement value.

B. You also agree that at any time any other co-Lessee may request, either orally or in writing, that We install new or different locks to the Home. You agree that, whenever We may install replacement locks at the Home at Your request, You shall be responsible to pay Us the amount listed under Paragraph 1(E) or the amount required pursuant to Our policies and/or Rules and Regulations in effect at the time.

C. In the event We install replacement locks, You understand and agree that We shall provide keys for the replacement locks for the Home to any other co-Lessee who may request them, with the exception of persons who may be Perpetrators of sexual assault, stalking, or domestic violence and who have been ordered to remain away from the Home by a court of law, as provided in Paragraph 7(E), below.

D. Procedures for Changing of Locks for Victims of Domestic Violence, Sexual Assault, or Stalking. A person who has been ordered to remain away from the Home or is otherwise excluded from entry into same pursuant to a domestic violence restraining order or any other similar governmental order barring the person's re-entry into the Home shall, for the purposes of this Agreement, be referred to as a Perpetrator.

(1) Where the Perpetrator is a Lessee or Authorized Occupant: In the event a co-Lessee or Authorized Occupant or any other household member claims to be the victim of domestic violence, sexual assault, or stalking, and the co-Lessee or Authorized Occupant or household member (also referred to as the "victim") seeks to change exterior door locks (hereinafter "locks") to bar the Perpetrator or any other person having key access to the Home from re-entering the Home under the terms of this Paragraph, the victim must first provide Us with a copy of an Order issued by a court that requires the Perpetrator to stay away from the Home. Upon Our receipt of (a) the victim's request to change locks (which may be in oral or written form) and (b) a copy of the Order, We shall either change the locks within seventy-two (72) hours or grant permission to the victim to change their own locks. Should We fail to change locks within seventy-two (72) hours after receipt of the victim's request and a copy of the Order, the parties agree that Our failure to act within such time shall serve as Our granting of permission to the victim to change the locks pursuant to N.C. GEN. STAT. § 42-42.3. In the event the victim changes their own locks, You shall provide Us with a working key to the replacement locks within forty-eight (48) hours of the replacement locks' installation. Pursuant to the terms of this Paragraph and the pertinent provisions of N.C. GEN. STAT. § 42-42.3, You agree that We shall not provide keys for replacement locks or otherwise grant access to the Home to any person We know to be a Perpetrator, whether or not the Perpetrator may be You, an Authorized Occupant, or any other person. In such an event, You agree that We are not liable for civil damages to the Perpetrator excluded from the dwelling unit, including, but not limited to, any claims related to the Perpetrator's loss of use of the Home or loss of use or damage to the Perpetrator's personal property.

(2) Where the Perpetrator does not reside in the Home: In the event You request a change of locks and claim to be the victim of domestic violence, sexual assault, or stalking, We shall either change the locks within forty-eight (48) hours of the request or grant You permission to change Your own locks. Should We fail to change locks within forty-eight (48) hours after receipt of Your request, the parties agree that Our failure to act within such time shall serve as Our granting of permission to You to change Your own locks pursuant to N.C. GEN. STAT. § 42-42.3. In the event You change Your own locks, You agree to provide Us with a working key to the replacement locks within forty-eight (48) hours of their installation.

E. Key Access: With the exception of the procedures related to Perpetrators described in Paragraph 7(F), You agree that We may open the Home to any Authorized Occupant listed under Paragraph 3(A) of this Agreement upon the request of such Authorized Occupant (whether or not said Authorized Occupant is a minor) whom You have indicated that this is acceptable to You, as signified by checking the box for key access beside the name of the respective Authorized Occupant(s) listed in Paragraph 1(A) of this Agreement. This authorization imposes no duty upon Us to open the Home for any Authorized Occupant, and You waive any claim for damages resulting from Our act of opening the Home for such Authorized Occupant.

F. COMMON AREAS: For the purposes of this Agreement, the terms "Common Area" or "Common Areas" shall refer to all land and fixtures and spaces, other than Our business and management offices outside the Home that are owned and maintained by Us and comprise the single piece of real property (or the contiguous pieces of real property) that form the single community in which the Home is located. You understand and agree that the use of the Common Areas (including any amenity, swimming pool, exercise room, basketball court, parking areas, laundry facilities, walkways, and so forth) is subject to any Rules and Regulations set by Us and that such Rules and Regulations may be changed at any time without notice. You understand and agree that Your payment of rent to Us only entitles You to the rental and use of the Home and Your ingress and egress to and from the Home while You remain in legal possession of the Home; You also understand and agree that Your use of any Common Area facility (also known interchangeably as "amenity") is not included as part of the rent but instead is a privilege (not a right) granted to You by Us. We may revoke Your privilege to use a Common Area facility anytime if, in Our sole discretion, You or an Authorized Occupant or Your guest (a) entered the facility in any way or (b) disturbed the rights or comfort of other people in

the facility. In the event We revoke Your privilege to use a Common Area facility, You agree that We have the right to trespass You and Your Authorized Occupant(s) continually from the Common Area facility. Accordingly, You further agree that (i) We may close or eliminate any Common Area facility at any time, or (ii) We may forbid You or any Authorized Occupant or guest from entering or using any Common Area facility or amenity based on Your (or their) misuse of same, and in either event, You would not be entitled to any rent reduction or abatement or rescission of any kind whatsoever.

9. **USE OF THE HOME:** You agree to use the Home for residential purposes only and agree not to use the Home in any manner which We deem is injurious to Our reputation, safety, or welfare or is otherwise injurious to the property or to any person whatsoever. Generally, You may not use the Home for business purposes. However, where allowed by law and by Us in Our sole discretion, You may use the Home as a home office provided that such home office use (a) is ancillary to the residential use, (b) does not generate any additional pedestrian or vehicular traffic to or from the Home or Common Areas, and (c) does not cause any disturbance to other neighbors or other tenants or occupants of the community in which the Home is located.

10. **ASSIGNMENT AND SUEBLETING/TRANSFER OF INTEREST:** You agree that You may not assign or sublet this Agreement or the Home in any manner or to any extent without Our prior express written permission. It is hereby understood and agreed that any consent obtained from Us as to any assignment or subletting of the Home shall not constitute Our consent to any future assignment or subletting, nor would any such consent release You from liability under this Agreement. It is understood that We may sell or transfer the Home and transfer this Agreement to any new owner. In the event that the Home is sold or transferred, You agree that We are released from all obligations under this Agreement and Your sole remedy would be against Our Successor in rights.

11. **MAINTENANCE:** Consistent with N.C. GEN. STAT. § 42-11, § 42-12, § 42-13 and this Agreement, We agree to maintain the Home in a fit and habitable condition, subject to the reasonable limitations described in Paragraph 16. You understand and agree that We are entitled to a reasonable time to make any necessary repairs or maintenance and that You shall not be entitled to any abatement for any inconvenience or annoyance during that reasonable time. You further understand and agree that You may NOT withhold the payment of rent under any circumstances, regardless of any allegation made by You that We did not make repairs within a reasonable time or that We otherwise failed to cure any other complaint made by You.

A. **We Agree To:**

- (1) maintain the Common Areas in a clean condition;
- (2) maintain all equipment and appliances in a proper working order;
- (3) make necessary repairs with reasonable promptness after receiving written notice from You;

(4) provide routine pest extermination treatment (though (i) if We determine that additional extermination treatments are required due to Your failure to maintain the Home in a clean and safe condition, or (ii) if You fail to cooperate with Our routine pest control extermination treatments, including but not limited to, Your failure to prepare Your unit for extermination treatment after receiving proper notice from Us, then in either event You will be liable to Us for the cost of additional pest extermination treatments and any other expenses associated with such additional treatment); AND

(5) provide operable smoke detectors (and where required by law, carbon monoxide detectors) and repair or replace the smoke detectors (and carbon monoxide detectors, where applicable) when You notify Us in writing that repairs or replacement is needed.

B. **You Agree To:**

(1) keep the Home, including plumbing fixtures, facilities, and appliances, in a clean and sanitary condition;

(2) comply with all laws, health and safety requirements with respect to the Home, including, but not limited to, N.C. GEN. STAT. § 42-43, and in the event You fail to comply with any duty imposed by N.C. GEN. STAT. § 42-43, You hereby release Us of any duty to comply with N.C. GEN. STAT. § 42-12(a) and Paragraph 11(A);

(3) use all appliances, fixtures, electrical wiring and outlets, plumbing, sanitation and waste disposal systems, heating, ventilation, air conditioning, and other equipment in a safe manner and only for the purposes for which they are intended;

(4) not litter the grounds or Common Areas and to keep the sidewalks, entrances, porches, floors, exterior patios, balconies, and front and back yards free from discards, clutter, unsightly items, and other personal articles;

(5) not destroy, deface, damage or remove any part of the Home or Common Areas;

(6) give Us prompt written notice of any imminently dangerous condition, as defined by N.C. GEN. STAT. § 42-12(a)(6), or of any unsafe or unsanitary condition, or of any defects in the plumbing, fixtures, appliances, heating and/or cooling equipment or any other part of the Home or Common Areas, except in the event of an emergency, when You are to give notice by the quickest means available;

(7) remove garbage and other waste from the Home in a clean and safe manner;

(8) supply all electric light bulbs, heating and air conditioning filters, and fuse replacements required during Your tenancy;

(9) periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and notify Us in writing of any needed repairs;

(10) test and replace batteries in any battery-operated smoke detectors and carbon monoxide detectors at the beginning of the tenancy, during the tenancy, and during any renewal thereof;

(11) do nothing to disable the smoke detectors and carbon monoxide detectors;

(12) do nothing that would cause, permit, or otherwise allow or exacerbate any insect infestation (including bed bugs) in the Home;

(13) immediately notify Us in writing of any insect or bed bug infestation in the Home; AND

(14) comply fully with any insect or bed bug treatment or eradication plan as presented by a licensed pest control company ("pest control vendor") that We may retain to treat the Home, and in the event that You fail to (a) grant Us or Our pest control vendor access to the Home for pest inspection and treatment, (b) prepare the Home for treatment pursuant to Our specific requests, or (c) permanently remove infested personal property from the Home per Our request, You understand and agree that (i) You will be in default of this Agreement and (ii) You shall be liable for any damages or losses incurred by Us as a result.

12. **MOLD, MILDEW, AND OTHER ENVIRONMENTAL ISSUES:** You acknowledge and agree that, for both the maintenance of the Home and for Your health and well-being as well as that of Your occupants, family, and guests, You shall provide appropriate climate control, keep the Home clean, and take other measures to rot and prevent mold and mildew from accumulating in the Home. Additionally, You agree to:

A. Clean and dust the Home on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes reasonably apparent;

B. Immediately notify Us of any evidence of a water leak or excessive moisture or standing water inside the Home;

C. Immediately notify Us of the presence of mold, mildew, or similar growth in the Home that persists after You have first attempted to remove it through the application of common household cleaning solutions or anti-microbial products;

D. Immediately notify Us of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems present on the Home;

E. Immediately notify Us of any inoperable doors or windows in the Home.

F. In any event, You agree that You shall be solely responsible for damages caused to the Home and to personal property present in the Home, as well as any injuries or adverse medical condition suffered by You or Your occupants, family, or guests resulting from Your failure to comply with the terms of this Paragraph 12.

G. Further, You agree that We may, in Our sole discretion, relocate You to an equal or better rental home ("new home") whenever there is an environmental concern, including but not limited to mold or mildew or any condition described in Paragraph 22(A). Such relocation shall in no way terminate this Agreement but shall only automatically amend this Agreement as to the Address of the Home (as set forth in Paragraph 11(B) of this Agreement) to reflect the address of the new home. In the event We determine that such relocation is in any way related to Your failure to comply with the terms of this Paragraph or any other requirement of this Agreement, then the costs of such relocation shall be at Your sole expense.

13. **DAMAGES:** You agree to hold Us harmless and to indemnify Us from all fines, penalties and costs related to Your violations of Your noncompliance with any laws, requirements or regulations and from any liability arising out of such violations or noncompliance. You and We expressly agree that N.C. GEN. STAT. § 42-10 shall not apply to your tenancy. As such, You agree that We shall hold You strictly liable for all damages to the Home caused directly or indirectly by You, Your Authorized Occupants, Your guests, and/or Your visitors. In the event of such damage, You agree to pay:

A. The cost of all repairs and to do so within seven (7) days after receipt of Our demand for the repair charges; and

B. Total Monthly Rent during the period the Home is damaged, whether or not the Home is fit or habitable.

14. **RESTRICTIONS AND ALTERATIONS:** You agree not to do any of the following without first obtaining Our written permission:

A. Change or remove any part of the appliances, fixtures or equipment in the Home;

B. Paint any part of the Home or install paneling, wallpaper or contact paper in the Home;

C. Attach awnings or window guards inside or outside the Home;

D. Attach or place any object, appliance, electronic device, fixture, sign, fence or clothesline anywhere in the Common Areas, including, but not limited to, any building, breezeway, stairwell, rooftop, on the exterior side of any patio or balcony or window, or anywhere else outside the Home itself;

E. Attach any shelves, dividers, screen doors or make any other temporary or permanent improvements in the Home;

F. Place or attach any antennas, antennas, satellite dishes, or other electrical connections in or on the Home or Common Areas without Our written permission; but in the case of the installation of a satellite dish, We shall not unreasonably withhold written permission, so long as:

(1) the satellite dish remains inside the Home (i.e., the satellite dish and/or its mounting equipment do not hang over the edge of a patio, deck, window or balcony, and the satellite dish and/or its equipment are not placed in any Common Area, including window sills or any other ledge or surface on the exterior of windows or doors of the Home);

(2) the satellite dish is mounted and secured without damaging the Home in any way ("damaging the Home" includes the use of drilling, bolting, or creating support structures into any portion of the Home or altering windows or doors or their respective frames or structures in any way so as to make the use of a satellite dish possible, and if any damage to the Home occurs, You shall be liable to Us for the full extent of such damages, including but not limited to water damages and mold damages);

(3) no cables or wires of any kind may be installed into or through any wall of the Home;

(4) In consideration for allowing the installation and use of a satellite dish on the Home, You accept any and all risks inherent in installing or maintaining a satellite dish at the Home, and You also indemnify and hold Us harmless for any damage or injury to any person or chattel caused by the use or installation of the satellite dish on the Home; AND

(5) At Our sole discretion, You agree to provide Us, at Our request, evidence of an existing renter's insurance or other liability insurance policy which provides coverage in an amount not less than \$25,000.00 in the event of injury to any other person or person's chattel arising from the use or installation or presence of a satellite dish on the Home. This subsection shall not apply if You are required to maintain insurance policies as provided by Paragraph 1(C) and 20(D) of this Agreement.

(6) In any event, You agree that any improvement or alteration made by You or anyone under Your control shall become a part of the Home and the property, unless We agree otherwise in writing, and You agree that any improvement or alteration that We authorize must be (i) done only in a workmanlike manner, and (ii) no lien may attach to the Home. You also agree that You shall have no claim against Us to recover the value of any improvements or alterations, even those authorized by Us.

15. YOUR GENERAL RESTRICTIONS AND OBLIGATIONS:

A. You agree Not To:

(1) Permit any person other than those listed in Paragraph 1(A) to reside or to stay in the Home without Our express written permission. Residency in the Home by an unauthorized person may be established by the totality of the circumstances;

(2) Use the Home for any purpose deemed hazardous by insurance companies carrying insurance thereon;

(3) Make or permit noises or acts that will disturb the rights or comfort of anyone, including any other tenant of Ours, any Authorized Occupant, and any employee or representative or contractor of Ours, and for the purposes of this Paragraph, such noises or acts shall include, but not be limited to, (i) verbal or physical abuse, (ii) cursing, (iii) yelling, (iv) actual or implied threats, (v) any form of intimidation, whether physical or verbal, or (vi) refusing to leave either the management office or any Common Area facility/amenity immediately upon Our request—though as to those restrictions, You specifically understand and agree that:

(a) Any duty that We may have to enforce this Paragraph 15(A)(3) against any neighbor of Yours or other tenant shall be subject to, and limited by, the provisions of Paragraph 16; but

(b) Notwithstanding the provisions of Paragraph 16, We shall have the absolute right to enforce Paragraph 15(A)(3) against You in our sole discretion, and in so doing, You understand and agree that You may not, under any circumstances, employ any of the terms of Paragraph 16 as a defense to Your default in Paragraph 15(A)(3);

(4) Discharge, display, or in any way use in or around the Home or Common Areas any firearm or weapon of any type, including but not limited to air rifles and pistols, bows and arrows, knives (other than ones being used for cooking or eating food), swords, etc.;

(5) Use a portable grill within ten (10) feet (or any higher limit imposed by local ordinances) of the Home or of any combustible material not being used for grilling, unless otherwise indicated;

(6) Use the exterior patio, balcony, and/or entrance area for storage; AND

(7) Introduce or use any fossil-fuel burning heating unit or generator in the Home.

B. You agree To:

(1) Observe and comply with any Rules and Regulations which now exist or which may be later established by Us for the maintenance and operation of the Home or for the Common Areas. You understand and agree that such Rules and Regulations are or otherwise shall be referenced hereto and incorporated herein as part of this Agreement;

(2) At the time You vacate and surrender possession of the Home, You will provide Us with written authorization allowing Us to dispose immediately of any personal property left by You, and in so doing, You agree to sign, upon our request, a document that will assign to Us the ownership of any and all personal property that You intend to abandon in the Home;

(3) Allow Us or any law enforcement officer to remove or have removed from the Common Areas any person who cannot or will not establish that he/she is a Lessee or Authorized Occupant or Your invited guest; AND

(4) Abide by the terms, restrictions, covenants, and rules and regulations that may be promulgated from time to time under the authority of any recorded instrument affecting the Home, including but not limited to homeowners' association covenants. You agree that any such recorded documents affecting the Home are incorporated herein by reference as if set out fully herein as part of this Agreement.

C. Non-Smoking Unit. The contents of this Paragraph 15(C) shall be considered valid terms and conditions of this Agreement ONLY in the event that Paragraph 1(F) designates the Home as a non-smoking unit.

(1) Definition of Smoking: The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, other tobacco product, or similar lighted product in any manner or in any form; the term "smoking" shall also include the act or omission of permitting others to perform any of the aforementioned acts.

(2) Smoke-Free Building and Environment: You understand and agree that the Home has been designated as a smoke-free living environment. You, Authorized Occupants, and any guest or visitor of Yours shall not smoke anywhere in the Home or the building in which the Home is located or in any of the Common Areas immediately adjoining the building in which the Home is located.

(3) Your Duty to Advise Us of Violations: You shall inform Your guests of the smoke-free requirements ("smoke-free policy") of this Agreement. You shall also

promptly give Us a written statement of any incident where tobacco smoke is migrating into the Home from sources outside of the Home. You understand and agree that the enforcement of the smoke-free policy is only possible through Your cooperation with Us. As such, in the event that any information You provide to Us leads Us to evict another tenant for a default of this Agreement, You agree to appear in court—whether by Our informal request or via subpoena—and testify as a witness on Our behalf. You agree that any such duties are subject to the provisions of Paragraph 16.

(4) Lesser Not a Guarantor of Smoke-Free Environment: You acknowledge and agree that Our adoption of a smoke-free living environment, and the efforts to designate the Home and the building and Common Areas immediately adjoining the Home as smoke-free, do not make Us the guarantor of Your health or of the smoke-free condition of the Home, the building, and the Common Areas. However, We shall take reasonable steps to enforce the smoke-free policy of this Agreement and of similar Leases signed by Your neighbors, where possible and applicable. You agree that Our duties to enforce the smoke-free policy are subject to the provisions of Paragraph 16.

(5) Additional Guarantees Regarding Smoke-Free Environment: You acknowledge that Our adoption of a smoke-free living environment and Our efforts to designate the Home as smoke-free do not in any way change the standard of care that We owe to You as described elsewhere in this Agreement and limited by the terms of Paragraph 16. Furthermore, You understand and agree that designating the Home as smoke-free does not make the Home any safer, more habitable, or improved in terms of air quality standards than any other rental Home. Furthermore, We cannot and do not warrant or promise that the Home or Common Areas will be free from secondhand smoke. Should You, Your Authorized Occupants, or Your guests have respiratory ailments, allergies, or any other physical or mental condition directly affected by smoke, You and they are put on notice that We do not assume any higher duty of care to enforce the smoke-free policies than any other landlord obligation arising under the Lease or under North Carolina law.

16. LIMITATIONS ON FITNESS, HABITABILITY, AND PEACEFUL, SAFE & QUIET ENJOYMENT OF THE HOME. You and We specifically agree that:

A. Smoke and Odors.

(1) You agree that N.C. GEN. STAT. § 42-42 and/or any other similar element of common or municipal law related to fitness and habitability do not impose a duty on Us to make the Home smoke-free or odor-free to Your satisfaction, particularly where said smoke and/or odors and/or smells are caused by Your neighbors;

(2) You agree that certain smells (to include cooking certain types of food), odors, and tobacco smoke caused by Your neighbors (and Yourself) have the capability of penetrating walls, ceilings, and floors, and You further agree that this reality is inherent in any multifamily living environment such as condominiums and apartments and any other rental housing property where units are built immediately next to, or on top of, each other; and

(3) You agree that it is impossible or unreasonably impractical (due to the extraordinary costs involved) for Us to prevent odors, smoke, and other smells from entering the Home from neighboring rental units, even with Our use of modern building materials and Our compliance with applicable building codes.

B. Noises/Sounds.

(1) You agree that the concept of peaceful, safe, and quiet enjoyment (as generally defined by applicable common law and provided by N.C. GEN. STAT. § 42-55.1) is not a guarantee that the Home will be perfectly quiet, safe, or peaceful, and due to the inherent nature of multifamily living environments, You agree that certain everyday sounds such as walking, talking, cleaning, using common appliances, and the occasional entertaining of guests will penetrate walls, floors, and ceilings, and as such, You agree that We cannot guarantee that You will have a completely quiet and serene living environment;

(2) As such, You agree that it is impossible or unreasonably impractical for Us to prevent noises or sounds from penetrating the walls, floors, and ceilings of the Home, even with Our use of modern building materials and Our compliance with applicable building codes;

(3) You understand and agree that any complaint made by You regarding the number or intensity, that You submit to Us regarding elevated noise or other disturbing sounds is inadmissible hearsay for the purposes of an eviction (summary judgment) lawsuit to the extent that We would attempt to submit Your oral or written statements to a court of law. As such, You understand and agree that We cannot attempt to file a legitimate eviction lawsuit against any offending neighbor unless and until (a) You first agree to appear in a court of law and testify as a co-witness against Your neighbor; and (b) You or We are able to corroborate Your complaints with sworn testimony of at least one other neighbor or eyewitness. If You refuse or fail to comply or to cooperate with requirements (a) and (b) described above, You understand and agree that You have essentially prevented Us from obtaining a legal remedy as to the elevated noises or sounds that may exist in the Home, and as such, You agree that (i) You do not have any right to obtain any legal remedy or reimbursement or damages against Us under any theory of law whatsoever related to noises or similar disturbances, (ii) You do not have any right to demand early termination of this Agreement without liability, and (iii) You do not have the right to demand that We allow You transfer to any other rental property.

C. Objective Standards. You agree that (a) the implied warranties of fitness and habitability (as defined by applicable common law and N.C. GEN. STAT. § 42-42) and (b) the concepts of peaceful, safe, and quiet enjoyment are objective (not subjective) concepts judged against the general population. As such, You agree that Our duties to You are based on an objective and reasonable standard, and therefore We cannot be held liable or otherwise responsible under any theory of law for any subjective, unique, or even dangerous, conditions that You or Your Authorized Occupants may

have to any smoke, odor(s), noises, sounds, or other nuisances.

D. ASSUMPTION OF RISK; WAIVER OF CLAIMS. Given the above, and by signing this Agreement and taking possession of the Home, YOU FREELY AND VOLUNTARILY ASSUME THE RISK OF INCONVENIENCE AND NUISANCE RELATED TO NOISES, SOUNDS, TOBACCO AND SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES. YOU UNDERSTAND AND AGREE THAT THE CONCEPTS OF FITNESS AND HABITABILITY AND PEACEFUL, SAFE AND QUIET ENJOYMENT ARE STRICTLY RELATED TO THE PHYSICAL CONDITION(S) OF THE HOME ITSELF AS PROVIDED BY US OR CONDITIONS THAT ARE DIRECTLY (NOT PROXIMATELY OR INDIRECTLY) CAUSED BY US. YOU AGREE THAT ISSUES SUCH AS NOISES, SOUNDS, TOBACCO AND SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES ARE NOT DIRECTLY CAUSED BY US, BUT INSTEAD THEY ARE CAUSED SOLELY BY THE ACTS OR OMISSIONS OF YOUR NEIGHBOR(S) AND/OR THEIR GUESTS, AND UNLESS SAID ACTS OR OMISSIONS ARE CRIMINAL IN NATURE, YOU AGREE THAT YOUR ONLY LEGAL REMEDY IS AGAINST YOUR NEIGHBOR(S) OR THEIR GUESTS UNDER A LEGAL THEORY OF PRIVATE NUISANCE. AS SUCH, YOU WAIVE ANY AND ALL CLAIMS AGAINST US THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO NOISES, SOUNDS, TOBACCO OR SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES THAT MAY BE CAUSED BY YOUR NEIGHBOR(S) AND/OR THEIR GUESTS.

17. RIGHT OF ENTRY: We reserve the right to enter the Home, with or without notice, during reasonable times for any inspections, maintenance, pest extermination treatments, alterations, or improvements deemed necessary or desirable in Our sole discretion, or to show the Home to prospective residents during the last thirty (30) days of the rental term. We reserve the right to place "For Rent" and/or "For Sale" signs on the Home, at any time deemed necessary or desirable in Our sole discretion. We reserve the right to enter the Home, with or without notice to You, at any time deemed necessary in Our sole discretion to protect life or prevent damage to the Home—including by way of example, but not limited to, turning on utilities at Your expense during periods of cold weather to protect against the possibility of frozen pipes. Should You be in default of this Paragraph, We may, in addition to all other remedies available under law or otherwise set forth in this Agreement, hold You liable for special damages related to the loss of income and other monetary damages related to Your act of preventing or otherwise discouraging Us from either maintaining or improving the Home or from showing same for sale or lease to third parties.

18. AUTOMOBILES & PARKING:

A. Parking is allowed in the designated areas only for cars and light trucks. Any other type of vehicle or object, including but not limited to motorcycles, boats, trailers, recreational vehicles (RV's), motorhomes, or any container used for moving or storage of personal property, shall not be allowed in the Common Areas unless We grant You prior written permission.

B. We reserve the right to control parking in any manner We deem necessary in Our sole discretion.

C. Vehicles shall be parked so as not to obstruct spaces for other vehicles, driveways or sidewalks.

D. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by reason of noise, emissions, appearance or otherwise. Except for minor adjustments, no repairs or maintenance shall be conducted on the property or Common Areas. Draining of any automotive fluids in a Common Area is strictly prohibited.

E. Car washing is not allowed except in such designated areas that We specifically establish.

F. At Our direction, any vehicle parked on the Home or property that is unlicensed, inoperable, abandoned, or lacking any required permit may be towed away and stored at its owner's expense, and in such an event, You agree that We will not incur any liability to anyone for any reason, including but not limited to You, Your guests, and Your Authorized Occupants.

G. You agree that We may tow, without notice or demand, any vehicle in violation of any provision of this Paragraph 18. Should We tow any vehicle as a result of a breach of any portion of this Paragraph 18, You agree to hold Us harmless from any liability that arises from the towing away of any such vehicle owned, possessed, or maintained by You, members of Your household, or any of Your guests.

19. DRUG AND CRIME-FREE HOUSING:

A. You, Your guest(s), Your Authorized Occupant(s), and Your visitors, whether or not they are under Your control or direction, shall not engage in or facilitate criminal activity of any kind on or near the Home or on or near any property owned and/or operated and/or managed by Us or Our agent(s).

B. You, Your Authorized Occupants, guests, and visitors shall not engage in or facilitate any criminal activity anywhere.

C. You shall not allow the Home or Common Areas to be used by any person who may have an outstanding criminal warrant for their arrest, including but not limited to any arrest warrants related to a failure to appear in court in any criminal matter, regardless of the severity or nature of the criminal offense.

D. You shall not invite or allow any person to enter the Home or the community in which the Home is located, when the person in question is:

(1) a person who We have trespassing, removed, criminally charged, or otherwise asked to leave from the Home, the Common Areas, or from other property owned or managed by Us or Our agent(s);

(2) a registered sex offender; OR

(3) any other person to whom We object, in our sole and unlimited discretion, once We have notified You of Our objection via written notice.

E. You shall immediately notify law enforcement or Us upon learning that any person

described by Paragraph 19(D) has entered the Home or the community in which the Home is located;

F. Proof of a violation of this Paragraph 19 shall be by preponderance of the evidence;

G. The fact that a criminal prosecution involving criminal activity that violates this Agreement has not commenced or concluded, or has concluded or terminated without a conviction or adjudication of delinquency, shall not prevent either Our termination of this Agreement based on Your default of this Paragraph 19 or Our filing of any civil action against You—in essence, You agree that We may file a civil action against You whether or not a criminal prosecution is pending or whether the criminal action will result or has resulted in a finding of criminal innocence;

H. Where a criminal prosecution involving criminal activity that violates this Agreement results in a final criminal conviction or adjudication of delinquency, such adjudication or conviction shall be considered in any civil action brought by Us as conclusive and irrefutable proof that criminal activity occurred in default of this Agreement;

I. We may accept rent due and owing with full and complete knowledge of any illegal acts that violate this Agreement without such acceptance of rent constituting a waiver of the default(s);

J. For the purposes of this Paragraph, any crime involving domestic violence, sexual assault, stalking, or related offenses shall constitute a violation of this Paragraph, and if any domestic violence restraining order or similar governmental order is issued by a court of law as a result of such an act or acts, You understand and agree that We shall not provide keys to the Property for replacement locks for the Home pursuant to the terms of Paragraph 7(D);

K. We reserve the right to check the criminal records of You and Your Authorized Occupants at any time during the initial rental term or renewal terms of this Agreement, though You understand and agree that We have no affirmative duty to anyone, including You, to research or monitor the criminal records or sex offender records of any person;

L. Pursuant to Paragraph 19(D)(3), You understand and agree that You may not permit or otherwise allow the presence of a registered sex offender in the Home. Should we discover the presence of a registered sex offender in the Home, You agree that it shall constitute Your default of this Agreement. In addition, You understand and agree that We have the unlettered right to review, without Your permission or consent, the North Carolina sex offender registry at any time to determine whether or not a registered sex offender is present in the Home.

20. INSURANCE, RELEASE & INDEMNITY: Even if You are not required to secure insurance coverage pursuant to Paragraph 1(D), You agree that You should secure insurance to protect all personal property against loss resulting from theft, fire, storm and other hazards and casualties.

A. You understand and agree that neither We nor Our agents are liable for any damage to, destruction of, or loss of any personal property located or stored in the Home or in Common Areas regardless of the cause of such damage.

B. You agree to indemnify, defend and hold Us—and Our agents—harmless from and against all claims, liabilities and any other costs (including attorney's fees and court costs) arising out of:

(1) any harm to person or property resulting from the negligent or intentional acts or omissions of You or Your guests;

(2) any injury resulting from any default of this Agreement by You;

(3) Your failure to comply with any requirements imposed by any governmental authority;

(4) any judgment, lien or other encumbrance filed against Us or the Home as a result of Your actions;

(5) the towing of any vehicle belonging to You or Your guests pursuant to Paragraph 18(F) of this Agreement or any state or local law or ordinance; and

(6) any damages, expenses, and costs—to include attorney's fees—arising out of or in any way relating to injury to persons or property caused, whether directly or indirectly, by any animals owned or otherwise kept by You, Your Authorized Occupants, or Your guests.

C. You also agree that, in consideration for Our allowing You to use any Common Areas and amenities, YOU AND YOUR AUTHORIZED OCCUPANTS AND GUESTS SHALL ASSUME ALL RISKS ASSOCIATED WITH THE USE THEREOF AND SHALL HOLD US AND OUR AGENTS HARMLESS AND INDEMNIFY US AND OUR AGENTS FOR ANY INJURY ARISING OUT OF THE USE THEREOF.

D. Insurance Requirements. In the event Paragraph 1(D) of the Agreement indicates that You are required to have a liability insurance policy under a contents insurance policy in effect during the term of the Agreement, You specifically understand and agree that:

(1) During the term of the Agreement and any subsequent renewal periods, You agree to obtain and maintain, at Your sole expense, liability insurance and/or contents insurance (as specified by Paragraph 1(D) at the respective minimum coverage levels) specifically described in Paragraph 1(D) (hereinafter referred to as "Insurance Requirements"). For liability insurance, the Insurance Requirements shall cover each occurrence or incident that arises in any way from Your tenancy at the Home or for the acts or omissions of either You or any Authorized Occupant, guest, or visitor. You shall ensure that We are listed as an additional insured on the liability insurance policy.

(2) Prior to taking possession of the Home at the beginning of the initial rental term, You shall provide Us with certificates ("certificates") from Your respective insurance company(ies) or agent(s), and the certificates shall (i) show that You have met the Insurance Requirements and (ii) shall require that the insurance company(ies) will give Us written notice within ten (10) days of the cancellation or non-renewal of any insurance coverage required by Paragraph 1(D).

(3) Your failure to obtain and maintain insurance coverage meeting the insurance Requirements shall constitute Your default of this Agreement.

(4) Your failure to obtain and maintain insurance coverage meeting the insurance Requirements does not absolve You from Your liability to others, including Us, for damage or loss resulting from the behavior, act, and/or failure to act of You, any Authorized Occupant, visitor, or guest.

(5) You may purchase insurance meeting the Insurance Requirements through any insurance provider(s) of Your choosing, so long as any and all providers are insurance companies licensed to do business in the State of North Carolina. You are under no commitment or obligation to use the specific insurance provider(s) whose information We may provide to You as a courtesy.

21. SECURITY: We, Our agents, and Our employees do not make any warranties, guarantees or representations regarding the security of the Home or Common Areas. Any such warranties or representations, whether express or implied, are hereby disclaimed by Us. You understand and agree that You and Your Authorized Occupants are exclusively responsible for protecting Yourself, themselves, the Home, and guests from crime, fire and any other danger.

A. If security systems and/or personnel are present in the Home or Common Areas, their presence should not cause You or Your guests to rely upon the security systems and/or personnel or to lower Your and their vigilance in any way.

B. If security systems and/or personnel are present in the Home or Common Areas, no representation is made that they will prevent crime or injury, and We reserve the right to modify or eliminate any security system and/or personnel at any time without notice and without such actions constituting a breach of this Agreement or any other obligation.

C. You release Us and Our agents and Our employees from any or all liability for the criminal or intentional acts of others, and You agree that We have made no representations regarding the safety of the Home or Common Areas.

22. FIRE OR CASUALTY:

A. You shall immediately notify Us of any damage to the Home by fire, flooding, or other casualty, including natural disasters, other catastrophic damage, or the presence of a bed bug infestation, highly elevated levels of radon gas, or the presence of a methamphetamine laboratory and/or toxic chemicals used in or otherwise related to the production of methamphetamine. We may at Our sole discretion elect to repair the damage within a reasonable time under the circumstances, and in such an event, Your obligations under this Agreement shall continue. In the alternative, We may, at Our sole discretion, elect not to repair the Home, and in such an event, this Agreement shall terminate as of the date of the damage, and should You remain in possession of the Home after We elect not to make repairs to the Home, then You agree that You shall be considered a holdover tenant subject to eviction immediately pursuant to M.C. GEN. STAT. § 42-26(a)(1).

B. You and We expressly agree that M.C. GEN. STAT. § 42-10 shall not apply to Your tenancy; You agree that We shall hold You strictly liable for all damage to the Home, unless the damage is caused by Our own gross negligence. As such, You shall always be liable for and shall indemnify, defend, and hold Us harmless for, any damages caused by or attributable to You, Your Authorized Occupants, or Your guests or agents; in the event of damage caused by You, Your Authorized Occupants, and/or Your guests or agents, We may declare a default of this Agreement and terminate Your right of possession without terminating the Agreement pursuant to Paragraph 30) in which case Your obligations under the Agreement shall continue with full force and effect.

C. You understand and agree that in the event of a fire, flood, catastrophe, radon, methamphetamine, bed bugs, or other casualty that was not caused directly by Us, We have NO duty whatsoever to:

(1) find, provide, or pay for alternate housing for You; OR

(2) pay for any other related expense(s), including but not limited to any costs related to Your relocation to another home.

23. NOTICES: All notices shall be in writing. Where notices are required by this Agreement, they (i) cannot be in the form of or written onto any other instrument (such as a check or money order); and (ii) they shall be a written notice on letter-sized paper (8 1/2" x 11") separate from this Agreement itself. YOU SPECIFICALLY AGREE THAT ORAL NOTICES, REGARDLESS OF FORM OR CONTENT OR IMPLICATION, SHALL NEVER CONSTITUTE THE TERM "NOTICE" AS DESCRIBED IN THIS AGREEMENT.

A. Notice to You. Notices shall be delivered to You by:

(1) posting the notice on the front door of the Home, or

(2) hand delivery to You or any Authorized Occupant over fifteen years of age;

or

(3) U.S. Mail, first class postage; or

(4) via a designated private delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2).

B. Notice to Us. Notices shall be delivered to Us by:

(1) hand delivery to an employee of Ours during regular business hours inside the management office at the community in which the Home is located, or by delivery to a "drop box," if available, pursuant to Paragraph 23(D); or

(2) U.S. Mail, first class postage; or

(3) via a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2) to the address listed in Paragraph 1(A) or other such address that We may provide in writing.

C. Receipt of Notice. Notices You send to Us shall be deemed received by Us only upon Our actual receipt of such notice, regardless of the method of delivery used pursuant to Paragraph 23(B). To establish Your receipt of Our notice as a matter of law and fact, You and We agree that, in the event there is a dispute between You and

Us as to the specific date You actually received a notice from Us, all notices shall be considered received by You no later than the following time periods:

(1) seventy-two (72) hours subsequent to the postmark date of sending written notice via U.S. Mail, First-Class Delivery;

(2) twenty-four (24) hours subsequent to the sending of an overnight delivery package via U.S. Mail or via a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2); or

(3) twelve (12) hours subsequent to the posting of the notice on the door of the Home; or

(4) immediately upon hand-delivery to You, Your Authorized Occupant, or Our employee, as set forth in Paragraphs 23(A) and 23(B), respectively.

D. Use of Overnight or "Drop" Boxes. For the purposes of this Agreement and for the purpose of assessing late fees pursuant to Paragraphs 1(B) and 3, You agree that any notice or payment that You deliver to an after-hours "drop box" that may be located on the exterior of Our management office shall be deemed received at the time the management office re-opens for business, not before. By using the "drop box," You agree that delivery of a notice or payment after business hours on the date any notice or payment is due may result in the notice or payment being considered late, and in such an event, You shall be liable for late fees and/or for an additional month-to-month renewal term, where applicable under the terms of this Agreement.

24. CONDITION OF DWELLING HOME:

A. By signing this Agreement, You acknowledge that the Home is safe, clean, and in good condition. You agree that all appliances and equipment in the Home are in good working order, except as described on the Apartment Condition Checklist. You acknowledge and agree that You must carefully inspect the Home for any defective conditions, including but not limited to the presence of any insect/pest infestation, and You must report such defective conditions, pest/insect infestation, and any further discrepancies by providing written notice to Us within seven (7) calendar days (hereinafter "Notice Period") of You first taking possession of the Home. After the expiration of Notice Period, You agree that any defective condition, insect/pest infestation or other discrepancy existing in the Home shall be deemed to be caused by You alone, and in such an event, We shall hold You personally liable for any damages incurred by Us in remedying any defective condition, insect/pest infestation, or other discrepancy that arises after the Notice Period (with the exception of failures or systems that may fail due to normal wear and tear).

25. DELIVERY OF POSSESSION: If, for any reason not in Our control, We are unable to deliver possession of the Home to You at the beginning of the term, and We notify You of same any time prior to the beginning of the term and immediately upon learning of the inability to deliver possession, then You shall have the option to either (a) terminate the agreement and receive a full refund of all sums paid to Us within five (5) days of Our receipt of Your notice of termination or (b) take possession of the Home within fifteen (15) days after We notify You in writing that it is available, in which event Your obligation to pay rent shall begin (i) on the last day of the fifteen (15) day notice or (ii) the day You take possession of the Home, whichever event occurs first. Your election must be in writing and received by Us within ten (10) days of the date that We notify You of the inability to deliver possession. Your failure to make an election within ten (10) days shall constitute Your election of subsection (b), above. In either case, upon Your receipt of Our notice of inability to deliver possession as required in this Paragraph, We shall be released from any liability or obligation to You for failure to deliver possession.

26. RENTAL APPLICATION: You understand and agree that We have relied upon the Rental Application ("Application") submitted by You as an inducement for entering into this Agreement, and You warrant that the facts contained in such Application are true. If We determine or learn that any fact or representation in the Application is false or deceptive or omits material facts, You shall be in default of this Agreement, and in such an event, We shall have all of the rights and remedies set forth in this Agreement, including but not limited to Our ability to terminate Your tenancy immediately and seek possession of the Home and collect from You any damages incurred, including reasonable attorney's fees.

27. SEVERABILITY: In the event that any provision of this Agreement is deemed by any Court of competent jurisdiction to be unenforceable, void, and invalid or otherwise not binding for any reason, the offending provision shall be severed and all other provisions of this Agreement shall remain in full force and effect.

28. SUBORDINATION: You understand and agree that Your interests, under this Agreement, in the Home are, and shall remain, subject to and subordinate to any loans, deeds of trust, security agreements, or other such liens or security interests in the Home and property. This subordination provision shall be self-operative.

29. EMINENT DOMAIN: If the Home or Common Areas or any part thereof shall be taken by eminent domain pursuant to governmental authority, this Agreement shall terminate at Our option, and in such an event, You agree that You shall have no claim against Us or any against any award granted to Us related to the taking.

30. NON-WAIVER: Our failure to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Our rights thereafter to enforce any such terms, covenants, agreements, or conditions, but the same shall continue in full force and effect. Our endorsement, deposit, or any acceptance of any monthly rental payment after the due date shall not constitute a waiver of Our right to receive future rent payments on the due date. You and We specifically and expressly agree that We may endorse, deposit, or otherwise accept any payment from You with Our full knowledge of Your default of this Agreement without such payment operating as a waiver of any of Our legal rights, and as such, You specifically agree that We may, endorse, deposit, or otherwise accept any

payment of rent without waiving Our right to declare a default under Paragraph 38 and without waiving Our right to exercise any of the remedies provided to Us by Paragraph 38 or applicable law. You also agree that to the extent We are required to deposit any payment from You in order to comply with Title 21, Chapter 58A, Section .0107(a) of the N.C. Administrative Code (21 NCAC 58A.0107(a)), You agree that Our deposit of any such payment is only made in order to comply with applicable law and shall in no way constitute our voluntary waiver of any legal right or of any remedy provided to us by Paragraph 38 or applicable law.

31. STATUS AS AGENT: Responsibility for all Our obligations hereunder rests entirely with Us. The Agent (if Our Agent is identified in Paragraph 39) may exercise, and shall have, Our rights and powers, but the Agent's duties, if any, are solely limited to those duties owed to Us. As the Agent for Us, the Agent shall benefit from the covenants, waivers, releases and indemnifications contained in the Agreement to the same extent as if the Agent were Us. In the event of conflict between this Paragraph and any other provision, this Paragraph shall control supremely and no consideration shall be given to any contrary provision.

32. REMEDIES: All remedies under this Agreement or allowed by law or equity shall be cumulative; We shall have the right, in our sole discretion, to exercise any one, or more, or all of the remedies described in this Agreement as well as any other remedy available at law. If a suit for any default of this Agreement establishes a default by You, or if You bring an unsuccessful civil action against Us, You shall pay Us all costs associated with such action, including but not limited to court costs and attorney's fees.

33. INTERPRETATION: This Agreement shall be construed consistent with the laws of the State of North Carolina.

34. DISCLOSURE OF YOUR INFORMATION: You understand and agree that We possess and maintain personal, nonpublic information obtained from Your rental application, credit reports, rental references, as well as information otherwise obtained during the normal course of Your business relationship with Us. You hereby authorize Our disclosure of any and all such information to third parties at the request of law enforcement, governmental agencies, business entities that own Us in whole or in part or are owned in whole or in part by Us, or business entities engaged in business transactions with You, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INSTITUTIONS OR OTHER BUSINESSES PERFORMING NECESSARY INQUIRIES WITH YOUR CONSENT OR KNOWLEDGE.

35. YOUR DUTIES UPON TERMINATION: Upon any termination of the tenancy, whether for default or otherwise, You shall, in addition to any other obligations required by this Agreement or law:

A. Pay all utility bills due for services to the Home for which You are responsible;
B. Vacate the Home and remove all personal property, and should You fail to remove all personal property, You understand and agree that Your failure to remove same may constitute Your continued possession of the Home, which may require Us to file a summary ejectment (eviction) lawsuit against You to secure possession of the Home, and in such an event, You shall continue to be responsible for the monthly rent until We regain legal possession of the Home ten (10) days after the execution of a Writ of Possession by a Sheriff;

C. Properly clean the Home, including patios, balconies, windows, bathroom showers and bath tubs, plumbing fixtures, refrigerators, stove and sink, and remove all rubbish and trash;

D. Make any repairs necessary to return the Home to the same condition it was in the beginning of the tenancy, less ordinary wear and tear;

E. Fix and lock all doors and windows;

F. Return to Us all keys, security access cards and devices, parking gate operators, AND garage door operators (as applicable to the Home);

G. Not disclose to any third party any information regarding any security code obtained from Us;

H. Provide Us with a forwarding address to which the Security Deposit may be returned, if You are so entitled; AND

Immediately prior to vacating the Home but after You have removed all items of personal property (including trash), You shall arrange a meeting with Us at the Home in order to allow Us to perform a move-out inspection. The purpose of a move-out inspection is for Us to review the condition of the Home and to create an initial, though not final, estimate of the costs to repair damages in the Home that exceed normal wear and tear, if any such damages exist. You agree that the move-out inspection shall never be considered a final estimate of damages present in the Home, and You agree that any oral statement made by Our employee or representative during the move-out inspection shall not bind Us in any way. Instead, You acknowledge and agree that the move-out inspection and its estimate is merely a cursory examination of the Home and that We reserve the right to provide You with a final statement of any damages and costs at a future date.

36. UTILITIES--GENERAL PROVISIONS. To the extent that We do not provide any of the utilities described in Paragraph 1(C) as part of the Total Monthly Rent, You agree to obtain electric, water, sewer, and garbage service for the Home; You must obtain electric service in Your name prior to taking possession of the Home. Should You fail to do so, or in the event that payments for electricity are not made when due, either failure shall be considered Your default of this Agreement. In any case, We are not liable for failure to supply electric, water or sewer service(s), nor are We liable for any damage resulting from an interruption or malfunction in service or any utility due to any cause, unless: We (1) supplied the utility to You and (2) We acted with gross negligence regarding same.

37. SUBMETERING UTILITY DISCLOSURE: The contents of this Paragraph shall be considered part of the Agreement and conditions of this Agreement ONLY in the event that Paragraph 1(C) denotes that We are submetering water and/or sewer services to You.

If the appropriate check box in Paragraph 1(C) is marked "YES," this Paragraph shall control, as this Agreement relates to the submetering of water and/or sewer services in the Home. You agree that You are solely responsible for paying all charges that You incur for the use of water and/or sewer services (hereinafter referred to as "utilities") that are submetered (submetering shall include systems where meters measure both hot and cold water sources or, where applicable, hot water sources only with corresponding estimates of cold water usage as permitted by N.C. Gen. Stat. § 62-110(n)(1a)) for the Home and provided to You by Us and billed to You by Us or by our billing agent, as listed in Paragraph 1(C) of this Agreement. Such charges for utilities shall be in addition to Your Total Monthly Rent, and the charges shall not exceed the total of (1) the unit consumption rate charged by the supplier of the service, plus (2) a monthly administrative fee, said amount representing the cost of billing and collection, said cost not to exceed the maximum administrative fee authorized by the N.C. Utilities Commission. You shall receive bills for use of the utilities at least once per monthly period. Each bill shall list a billing date, and Your payment of such a bill shall be considered past due if not received within twenty-five (25) days of the billing date. You agree to allow Us or Our billing agents to have access to the Home during regular business hours if necessary to read the submeter for the Home. In the event that You fail to pay for the utilities when due, You understand that any and all unpaid amounts related to the utilities may be deducted from Your security deposit pursuant to Paragraph 6. Pursuant to N.C. GEN. STAT. § 42-28(b), We shall not use Your failure to pay for submetered water and/or sewer utilities as a basis to terminate either Your lease or Your right of possession during the initial rental term or during any renewal term, though We reserve the right to terminate this Agreement at the end of the initial rental term or at the end of any renewal term. In the event You fail to pay for submetered water when due, We also reserve the right to (1) sue You in a civil action to recover the unpaid amounts, and (2) report Your failure to pay to any credit bureau or collection agency during any lease term, in addition to any other remedies more fully described in Paragraph 38 of this Agreement. In consideration of the receipt of such utilities, You release Us and Our billing agent from any and all liability arising from the use or enjoyment of the utilities or from any interruption or variations in the utilities, unless such injury or damage is the result of Our gross negligence.

38. DEFAULT: In the event that You fail to comply with any one or more of the terms and conditions contained herein or referenced hereto, or should You fail to perform any other promise, duty or obligation herein agreed to or imposed by law, any such failure shall constitute Your immediate, material, and instant DEFAULT of this Agreement, without notice or warning of any kind to You. Upon any default by You, We shall be entitled to collect from You any and all expenses, damages, and costs (including reasonable attorney's fees and court costs) arising out of or in any way relating to said default. Should You desire to terminate Your tenancy of the Home at any time prior to the ending date of the initial rental term stated in Paragraph 1(B) (or prior to any renewal month-to-month term), You specifically understand and agree that, in addition to any other remedies available to Us under this Agreement, You shall be liable to Us for the Total Monthly Rent that accrues through the date of whichever one of the following events occurs first: (i) the date We receive a rental payment from the subsequent tenant who entered into a separate written lease agreement with Us for the Home OR (ii) the end of the initial rental term (or applicable renewal month-to-month term). In addition to the foregoing, and in the event of a default by You:

A. We may, with or without notice to You, do any one or more of the following acts:

(1) terminate Your right to possession of the Home without terminating this Agreement; AND/OR

(2) exercise any other act or remedy described in this Paragraph 38 or provided by law; OR

(3) terminate this Agreement;

B. We shall be entitled to immediate possession of the Home, and as such, You shall peacefully and affirmatively surrender the Home to Us, with or without Our demand;

C. Should You fail to surrender possession of the Home immediately upon default, We shall have the immediate right to re-enter and retake possession of the Home, and eviction proceeding authorized by relevant sections of Chapter 42 of the North Carolina General Statutes;

D. In the event that We terminate this Agreement, all Our duties under this Agreement shall terminate, and We shall be entitled to collect from You all accrued and unpaid rents and damages arising under this Agreement;

E. In the event that We terminate Your right to possession without terminating the Agreement, You shall remain liable for the full performance of all terms and conditions under this Agreement -- including, but not limited to, the payment of rent -- and We shall use reasonable efforts to re-let the Home on Your behalf, and in any event, You shall always remain liable for any resulting costs, lost rents and any other deficiencies or damages;

F. In the event We file a summary ejectment action against You (as described in Paragraph 38(C)), You shall also be liable to Us for the highest ONE of whichever of the following fees apply:

(1) **Complaint Filing Fee.** If You are in default of the lease, and if We file and serve a summary ejectment complaint or a complaint for money owed against You, then You shall owe Us a Complaint Filing Fee in the amount described in Paragraph 1(G). The Complaint Filing Fee shall be equal to \$15.00 or five percent (5%) of the Total Monthly Rent, whichever is higher, and said Fee shall be in addition to late fees, court costs, attorney's fees, and any other monetary damages or costs arising under

the terms of this Agreement. If the Total Monthly Rent is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of Your share of Total Monthly Rent, whichever is higher. In the event a summary ejectment complaint is filed and served against You, You understand and agree that You will owe Us the Complaint Filing Fee even if We elect to dismiss the pending summary ejectment complaint, and You also agree that We may require You to pay said Fee as a condition of allowing You, at our discretion, to cure a default.

(2) Court Appearance Fee. In the event that (i) We file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against You and (ii) a judgment is entered against You, and (iii) if You fail to appeal the judgment within the legally prescribed timeframe, You shall owe Us -- in lieu of the Complaint Filing Fee -- a Court Appearance Fee in the amount described in Paragraph 1(G). The Court Appearance Fee shall be equal to ten percent (10%) of the Total Monthly Rent, and said Fee shall be in addition to late fees, court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Agreement. If the Total Monthly Rent is subsidized by a government entity, the Court Appearance Fee will be 10% of Your share of Total Monthly Rent. You understand and agree that You will owe Us the Court Appearance Fee if We elect to allow You to cure the default after judgment is entered, and You also agree that We may require You to pay said Fee as a condition of allowing You, at our discretion, to cure a default after judgment is entered against You.

(3) Second Trial Fee. In the event that (i) You appeal a judgment at a magistrate and (ii) We prove that You are in default of the lease at the new trial and (iii) We obtain a judgment against You at the new trial, You shall owe Us -- in lieu of the Complaint Filing Fee and the Court Appearance Fee -- a Second Trial Fee in the amount described in Paragraph 1(G). The Second Trial Fee shall be equal to twelve percent (12%) of the monthly rent, and said Fee shall be in addition to late fees, court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Agreement. If the Total Monthly Rent is subsidized by a government entity, the Second Trial Fee will be 12% of Your share of Total Monthly Rent. You understand and agree that You will owe Us the Second Trial Fee if We elect to allow You to cure the default after judgment is entered at the new trial, and You also agree that We may require You to pay said Fee as a condition of allowing You, at our discretion, to cure a default after the new trial.

G. In the event that any default of this Agreement by You results in You owing a debt (hereinafter the "Debt") to Us, the Debt shall accrue interest at the annual rate described in Paragraph 1(G), beginning from the date We obtain legal possession of the Home until the Debt is paid in full.

H. You understand and agree that the term "with or without notice" as used in this Paragraph 3B grants Us the absolute and sole discretion to perform any one or more of the acts described herein without notice to You of any kind. By signing this Agreement, You freely and voluntarily and expressly acknowledge that We have no duty to notify You regarding any default, nor do We have any duty to make any demand in any form or manner whatsoever as a prerequisite to exercising Our right to seek Your summary ejectment from the Home.

I. Regardless of Our election of any remedy described herein, We shall always have the right to hold You liable for the Debt, and in so doing, We reserve the right to seek enforcement of the Debt against You through any and all available remedies, including but not limited to (1) a civil lawsuit, (2) the referral of the Debt to a collection agent, and (3) the reporting of the Debt to a consumer credit reporting agency.

39. EXECUTION OF AGREEMENT

A. MEMBERSHIP REQUIREMENT. In order for this Agreement to be valid and binding, We and the management entity acting as Our agent (if any, hereinafter "managing agent") must be, at the time of the signing of this Agreement and at the time of the signing of any additional document memorializing the renewal or extension of this Agreement, members in good standing of both the Apartment Association of North Carolina (AANC) and of the AANC-affiliated local apartment association, if any, for the area in which Home is located (both AANC and the AANC-affiliated local apartment association shall be referred to collectively for the remainder of this Paragraph as "AANC").

(a) If We or Our managing agent are not members in good standing of AANC as provided above, this Agreement is, at Your option, voidable and unenforceable by Us, though You agree that Your rights under this subparagraph shall be subject to the following conditions:

(i) You may only void this Agreement by providing Us notice in writing; (ii) Should You void this Agreement, You shall vacate the Home immediately; and

(iii) When vacating the Home, You shall also remove all personal property from the Home immediately; and

(iv) You shall be considered a holdover tenant immediately upon Your voiding of this Agreement, and should You fail to vacate the Home and remove all personal property, You agree You are subject to summary ejectment (via legal process) from the Home;

(v) You shall not receive, nor shall We be liable for, a refund of any rent or fee previously paid under this Agreement, but You shall not be liable for any rent or fees that are unpaid as of the date You void this Agreement; AND

(vi) You shall be liable to Us for daily rent (prorated daily based on the value of the Total Monthly Rent) beginning the seventh (7th) calendar day after You void this Agreement until We obtain legal possession of the Home and until all of Your personal property is removed from the Home.

(b) Your right to void this Agreement, as described and conditioned in subparagraph (a), above, shall also apply if both of the following events occur:

(i) the Agreement is automatically renewed on a month-to-month basis three or more times after Our, or Our managing agent's membership, in AANC has lapsed; and

(ii) neither We nor the management company is a member of AANC at the time of the third automatic month-to-month renewal.

B. PROTECTION OF COPYRIGHT. By signing below, We and Our managing agent, if any, acknowledge that pages one through nine (1-9) of this Agreement to a lease form (pages one through nine of this Agreement hereinafter generally referred to as the "master lease form") exclusively created, owned, and copyrighted by AANC. As such, We and Our managing agent, if any, hereby represent that this form is either (i) an original master lease form purchased directly from AANC or from a local apartment association affiliate of AANC or (ii) a computer-generated version of the master lease form purchased from an authorized licensee of AANC. You and We agree that if the master lease form signed by You and Us is either a photocopy, or a computer-generated version obtained from any source other than an authorized licensee of AANC, then this Agreement shall be void ab initio (i.e., null and void from the beginning), as if the Agreement had never been signed or otherwise agreed upon).

C. EXECUTION OF AGREEMENT. IN WITNESS WHEREOF, We and You duly execute this Lease Agreement on the respective dates written below. By executing this Agreement, YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS AGREEMENT, including any section requesting Your initials, whether or not You actually signed your initials. You further acknowledge having received a copy of this Agreement. You also acknowledge consulting with, or having had the opportunity to consult with, counsel prior to executing this Agreement. This Agreement, as well as all addenda to this Agreement, which are hereby incorporated herein by reference, as well as any special terms and conditions (if any, more fully described as:

hereby constitute the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Agreement or any statement, oral or otherwise, by either party to this Agreement shall be binding unless it is IN WRITING AND SIGNED BY ALL PARTIES HERETO, with the sole exception of modification to the Rules and Regulations.

LESSOR:

4700 Twisted Oaks, I, LLC

Print Name of Lessor

BY: Lauramar

Print Name of Management Company (if any)/Agent for Lessor

Signature of Authorized Person for Management Company or Agent

N.C. Real Estate License Number (if signed by licensed N.C. broker)

Date Signed: 11/1/12

LESSEES (signature only, do not print name):

First Name Middle Initial Last Name (SEAL)

Date Signed: 11-1-2012

First Name Middle Initial Last Name (SEAL)

Date Signed: 11/2/12

First Name Middle Initial Last Name (SEAL)

Date Signed: -

First Name Middle Initial Last Name (SEAL)

Date Signed: -

Plaintiff's Exhibit 9

Clarendon County Treasurer Matt Evans' March 17, 2017, instruction to the Tax Collector to sell the Massenberg tract of land which is the subject of this appeal

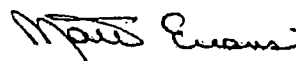
OFFICE OF TAX COLLECTOR

TO: CLARENDON COUNTY, S.C. OFFICE OF TAX COLLECTOR

WHEREAS, the party whose name appears below has been duly assessed the sum shown below, the same being School, County and Special taxes and municipal Taxes, if applicable, for the tax year beginning December 31, 2015 the same being not paid.

This Execution commands you in the name of the State to levy by distress and sale on as much of this delinquent taxpayer's property as is sufficient to satisfy the delinquent taxes, assessment, penalties and costs. This EXECUTION is sufficient warrant for a levy by distress and sale.

GIVEN under by hand and seal this 17th day of March, 2017

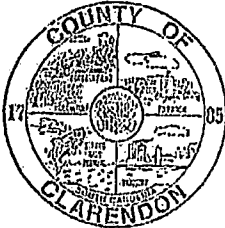


TREASURER, CLARENDON COUNTY, S.C.
MATT EVANS

Receipt: 022753-16-3
TAXPAYER: MASSENBERG ALVETTA L
MAP NUMBER: 180-00-02-004-00
NET DUE: 166.27



Clarendon County 2016 Tax Notice to Alvetta L. Massenberg in the amount of \$166.27



CLARENDON COUNTY
DELINQUENT TAX COLLECTOR
411 SUNSET DRIVE
MANNING, S.C. 29102

Personal Property
COUNTY AUDITOR Patricia Pringle 803-435-2013
(Car, Boat, Aircraft, Business Personal Property (County), Homestead Exemptions)

Real Property
COUNTY ASSESSOR
(Land, Buildings, Mobile Homes, Legal Residence, Agriculture Use, RollBack, Improvements)

COUNTY TREASURER Malt Evans 803-495-8307
(Collects current property and all vehicle taxes)

DELINQUENT TAX COLLECTOR	803-435-2581
Collects all delinquent property taxes.	

Payment may be made by Visa or MasterCard when presented in person.

Checks accepted for payment through September 29, 2017.

*****AUTO**MIXED AADC 290 22 17
 022753-16-3 180-00-02-004-00
 MASSENBERG ALVETTA L
 5724 SLOPING OAKS RD APT 204
 CHARLOTTE NC 28212-6341

PROPERTY NUMBER		DIST.		NO. ACRES		NO. LOTS		NO. MAPS	
022753-16-3		20		2.50					
MAP PLAT & WATERWAY GRADE						LEW		TAXES	
180-00-02-004-00						COUNTY		197.8 90.99	
						SCHOOL		141.0 64.86	
						CITY			
						TOTAL		338.6 155.85	
						CAP. IMPROVEMENT		11.27	
						TOTAL DUE		144.50	
						ASSESSOR'S VALUE		TOTAL	
CHARNER		APPROXIMATE VALUE		ZONING		PENGUIN		ASSIGNMENT	
IMPROVEMENT		COST		TAXES		68			
LAND VALUE		7605							
OTHER									
LAND		IMPROVEMENT		PENGUIN		PENALTY & F.S.M.		TOTAL	
LAND		460						460	
OTHER									

1. Cost applies to ALL unpaid Real Estate tax charges on dates shown, regardless of circumstances of receipt of notification.
2. Forfeiture of property will begin in July.
3. Additional cost will be added as follows if not paid by stated date:

May 1	25.00
July 3	30.00
September 20	25.00
4. All real estate assessments are made by County Assessor. All bond assessments are made by County Auditor. All corrections to tax notices must be made by County Auditor.
5. Tax Receipts are null and void when payment is made by a check which fails to clear the bank.

IF THE TAXES, PENALTIES, ASSESSMENT AND COSTS ARE NOT PAID, THE PROPERTY MUST BE ADVERTISED AND SOLD TO SATISFY THE DELINQUENCY.

Attention Delinquent Taxpayers:

The entire tract of property will be sold for unpaid taxes unless a divisibility study is requested by you prior to tax sale.

Original Tax Through Jan. 15, 2017	144.58
15% Penalty	21.69
Cost	.00

PAY THIS AMOUNT NOW	166.27
PAY THIS AMOUNT	

"Your tax bill was decreased by \$8.19 due to the 1% Sales Tax for School Debt Reduction."

For your convenience a payment drop box is located at the left of the front entrance to the building for dropping off property tax payment 24 hours a day. Payments deposited after the due date will be subject to a penalty as required by state law. Please enclose the bottom portion of your tax notice(s) with payment. **PLEASE DO NOT PUT CASH IN THE DROP BOX.**

Tear off and return your payment. Thank you.

NAME AND ADDRESS OF PROPERTY OWNER(S)
 MASSBERG ALVETTA L
 5724 SLOPING OAKS RD APT 204
 CHARLOTTE NC 28212

TAXES MAY BE VIEWED AND PAID ONLINE AT
www.clarendoncountysctax.com

* Payments made online after 6:00 P.M. will be subject to any cost added *

PLEASE MAKE CHECKS PAYABLE TO:

CLARENDON COUNTY
DELINQUENT TAX COLLECTOR
411 SUNSET DRIVE
MANNING, S.C. 29102

PROPERTY TAX NOTICE		
TAX YEAR	2016	TAX MAP NUMBER 180-00-02-004-00
LAST YEAR AMOUNT		
PROPERTY		
PSSG		
APPROXIMATE VALUE (TAXABLE)		7605
PROPERTY TAX AMOUNT (COUNCIL VOUCHER)		155.85
PROPERTY TAX ABILITY (CITY)		
LESS STATE TAX CREDIT (PROPERTY CREDIT)		
LESS SCHOOL TAX CREDIT (PROPERTY CREDIT)		
SCHOOL TAX CREDIT SAVINGS		
LESS SALES TAX CREDIT (CITY)		
LESS SALES TAX CREDIT (CITY)		11.27

PAY THIS AMOUNT NOW	166.27	02
---------------------	--------	----

Dist.: 20
RECEIPT NO.: 022753-1.6-3



Plaintiffs Exhibit 11

Certified Mail envelope addressed to Alvetta L. Massenberg from the Clarendon County
Delinquent Tax Collector evidencing a post office sticker stamped "Return to Sender
Attempted - Not Known Unable to Forward" along with the unsigned return receipt
(4 pages)

022753-16-3
180-00-02-004-00
CLARENDON COUNTY
DELINQUENT TAX COLLECTOR
411 SUNSET DRIVE
MANNING, SC 29102
(803) 435-2684

CERTIFIED MAIL



7100 5868 2451 4162 0666

RETURN SERVICE REQUESTED.

FIRST CLASS MAIL
U.S. Postage & Fees
PAID
MANNING, S.C.
PERMIT # 62

RETURN RECEIPT REQUESTED

RESTRICTED DELIVERY

MASSENBERG ALVETTA L
5724 SLOPING OAKS RD APT 204
CHARLOTTE NC 28212

NIXIE 282 FE 1 0005/19/17

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

ANK

BC: 29102242311 *0696-08310-11-46

20180102 1423



REMOVE BOTH SIDE STUBS FIRST
FOLD, CREASE AND REMOVE THIS STUB AT PERFORATION

REMOVE STUBS AT BOTH ENDS FIRST
THEN FOLD, CREASE AND REMOVE THIS STUB AT PERFORATION

POSTMAN
STEP 2: DETACH CARD HERE

SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
☒ Complete items 1, 2, and 3. Also complete ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: 022753-16-3 180-00-02-004-00 MASSENBERG ALVETTA L 5724 SLOPING OAKS RD APT 204 CHARLOTTE NC 28212 2. Article Number (Transfer from service label) 7100 5868 2451 4162 0666	A. Signature ☐ Agent ☐ Addressee X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type <table border="0"><tr><td>☐ Adult Signature</td><td>☐ Priority Mail Express®</td></tr><tr><td>☐ Adult Signature Restricted Delivery</td><td>☐ Registered Mail™</td></tr><tr><td>☐ Certified Mail®</td><td>☐ Registered Mail Restricted Delivery</td></tr><tr><td>☒ Certified Mail Restricted Delivery</td><td>☐ Return Receipt for Merchandise</td></tr><tr><td>☐ Collect on Delivery</td><td>☐ Signature Confirmation™</td></tr><tr><td>☐ Collect on Delivery Restricted Delivery</td><td>☐ Signature Confirmation Restricted Delivery</td></tr><tr><td>☐ Insured Mail</td><td></td></tr><tr><td>☐ Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table>	☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☐ Certified Mail®	☐ Registered Mail Restricted Delivery	☒ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise	☐ Collect on Delivery	☐ Signature Confirmation™	☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery	☐ Insured Mail		☐ Insured Mail Restricted Delivery (over \$500)	
☐ Adult Signature	☐ Priority Mail Express®																
☐ Adult Signature Restricted Delivery	☐ Registered Mail™																
☐ Certified Mail®	☐ Registered Mail Restricted Delivery																
☒ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise																
☐ Collect on Delivery	☐ Signature Confirmation™																
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery																
☐ Insured Mail																	
☐ Insured Mail Restricted Delivery (over \$500)																	

POSTMAN
STEP 1: TEAR ALONG PERFORATION

REMOVE BOTH SIDE STUBS FIRST
FOLD, CREASE AND REMOVE THIS STUB AT PERFORATION

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

FINAL TAX NOTICE

PLEASE RETURN THIS NOTICE WITH REMITTANCE TO:

CLARENDON COUNTY
DELINQUENT TAX COLLECTOR
411 SUNSET DRIVE
MANNING, SOUTH CAROLINA 29102
(803) 435-2684

CLARENDON COUNTY, S.C.

2016 TAXES

RECEIPT NUMBER	MAP REFERENCE NUMBER	ASSES	DISTRICT
022753-16-3	180-00-02-004-00	6%	20

ASSESSED VALUE	ORIGINAL TAX	PLUS 16% PENALTY	PLUS COSTS
460	144.58	21.69	25.00

TOTAL AMOUNT NOW DUE
PAY THIS AMOUNT \$191.27

PROPERTY DESCRIPTION
ACRE = 2.50
MASSENBERG ALVETTA L 5724 SLOPING OAKS RD APT 204 CHARLOTTE NC 28212

NOTICE OF SEIZURE, LEVY AND TAX SALE.
IF THESE DELINQUENT TAXES, PENALTIES, ASSESSMENTS
AND COST ARE NOT PAID, THE PROPERTY WILL BE DULY
ADVERTISED IN OCTOBER AND SOLD AT PUBLIC
AUCTION ON **11/06/2017** TO SATISFY
DELINQUENT TAXES, PENALTIES, ASSESSMENTS AND COSTS.

**PERSONAL CHECKS OR COMPANY CHECKS
ARE NOT ACCEPTABLE
AFTER SEPTEMBER 29**

**SAVE THIS NOTICE, A COPY
WILL COST \$2.00**

1. Cost applies to ALL unpaid Real Estate tax charges on dates shown, regardless of circumstances or receipt of notification.
2. Add \$25.00 on May 2, 2017.
3. Posting of property will begin in July, add \$30.00 after July 3.
4. After September 29, 2017 add \$25.00 cost for Advertising and any other cost associated with collection of Delinquent tax.
5. All real estate assessments are made by County Assessor. All boat assessments are made by County Auditor. All corrections to tax notices must be made by County Auditor.
6. Tax receipts are null and void, when payment is made by a check which fails to clear the bank.

TAXES MAY BE VIEWED AND PAID ONLINE AT
www.clarendoncountysctax.com

* Payments made online after 5:00 P.M.
will be subject to any cost added *

Change my Address to:

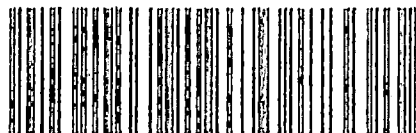
Attention Delinquent Taxpayers:

The entire tract of property will be sold for unpaid taxes unless
a divisibility study is requested by you prior to tax sale.

We have moved: Our new location is the Clarendon County Administration Building, 411 Sunset Drive, Manning, SC 29102
If Paying Taxes in Person, please come to the new location.

For your convenience a payment drop box is located at the left of the front entrance to the building for dropping off property tax payment 24 hours a day.
Payments deposited after the due date will be subject to a penalty as required by state law. Please enclose the bottom portion of your tax notice(s) with
payment. **PLEASE DO NOT PUT CASH IN THE DROP BOX.**

022753-16-3
180-00-02-004-00
CLARENDON COUNTY
DELINQUENT TAX COLLECTOR
411 SUNSET DRIVE
MANNING, SC 29102
(803) 435-2884



FIRST CLASS MAIL
U.S. Postage & Fees
PAID
MANNING, S.C.
PERMIT #62

7100 5868 2451 4162 0666

RETURN SERVICE REQUESTED

RETURN RECEIPT REQUESTED

RESTRICTED DELIVERY

MASSENBERG ALVETTA L
5724 SLOPING OAKS RD APT 204
CHARLOTTE NC 28212

POSTMAN
STEP 2: DETACH CARD HERE

SENDER COMPLETION SECTION		COMPLETION SECTION ON DELIVERY																	
☐ Complete items 1, 2, and 3. Also complete ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: 022753-16-3 180-00-02-004-00 MASSENBERG ALVETTA L 5724 SLOPING OAKS RD APT 204 CHARLOTTE NC 28212 2. Article Number (Transfer from service label) 7100 5868 2451 4162 0666		A. Signature ☐ Agent ☐ Addressee X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: 3. Service Type <table border="0"><tr><td>☐ Adult Signature</td><td>☐ Priority Mail Express®</td></tr><tr><td>☐ Adult Signature Restricted Delivery</td><td>☐ Registered Mail™</td></tr><tr><td>☐ Certified Mail®</td><td>☐ Registered Mail Restricted Delivery</td></tr><tr><td>☒ Certified Mail Restricted Delivery</td><td>☐ Return Receipt for Merchandise</td></tr><tr><td>☐ Collect on Delivery</td><td>☐ Signature Confirmation™</td></tr><tr><td>☐ Collect on Delivery Restricted Delivery</td><td>☐ Signature Confirmation Restricted Delivery</td></tr><tr><td>☐ Insured Mail</td><td></td></tr><tr><td>☐ Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table>		☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☐ Certified Mail®	☐ Registered Mail Restricted Delivery	☒ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise	☐ Collect on Delivery	☐ Signature Confirmation™	☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery	☐ Insured Mail		☐ Insured Mail Restricted Delivery (over \$500)	
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☐ Collect on Delivery	☐ Signature Confirmation™																		
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery																		
☐ Insured Mail																			
☐ Insured Mail Restricted Delivery (over \$500)																			

PS Form 3811, April 2015 PSN 7530-02-000-9063

Domestic Return Receipt

Plaintiffs Exhibit 12

Palmetto Posting, Inc.'s Field Report - Clarendon, SC - posting confirmation as of July 26, 2017, with the Notice of Levy attached evidencing a total due of \$221.27 (2 pages)

Field Report - Clarendon, SC

180-00-02-004-00

0182

Page 70 of 182

Property Data

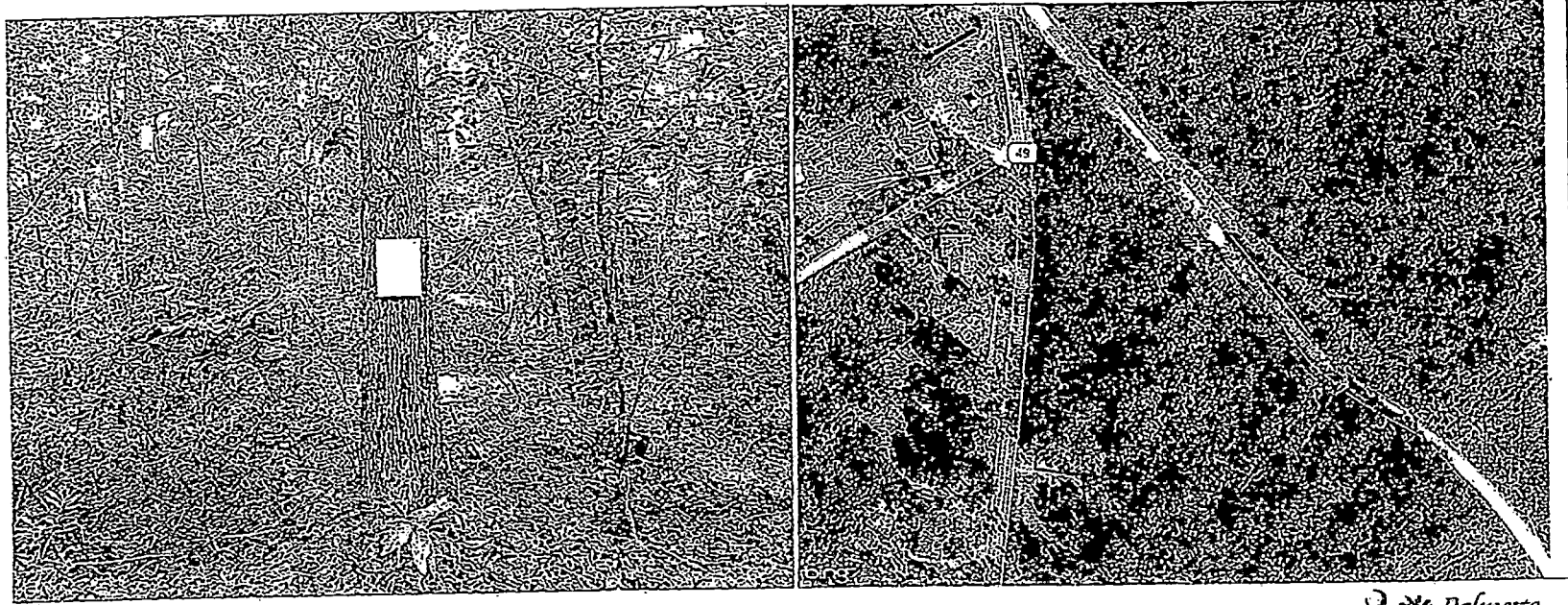
Property Number: 1454201
Posting Year: 2017
Parcel No. 180-00-02-004-00
County Item No. 01945
Property Type: Real Estate
Owner: MASSENBERG ALVETTA L

Location and Description

Address 1: 5724 SLOPING OAKS RD APT 204
City: CHARLOTTE NC 28212
Zip: 28212
District: 20
Acres: 2.5
Lot: 0

Posting Confirmation

Geo URI: geo:33.81622,-80.18910
Completed: 7/26/2017 2:38:00 PM
Disposition: Complete



NOTICE OF LEVY



1454201

STATE OF SOUTH CAROLINA COUNTY OF CLARENDON

THIS IS TO CERTIFY THAT I, MARY E. GAMBLE, DELINQUENT TAX COLLECTOR
OF CLARENDON COUNTY, SOUTH CAROLINA, HAVE THIS DAY SEIZED AND
TAKEN EXCLUSIVE POSSESSION OF THE FOLLOWING DESCRIBED
PROPERTY IN THE NAME OF: MASSENBERG ALVETTA L
5724 SLOPING OAKS RD APT 204

MAP # 180-00-02-004-00

ACRES 2.5

LOT 0

BLDG. 0

DESCRIPTION

BY VIRTUE OF TAX EXECUTIONS ISSUED AGAINST SAID PROPERTY, I WILL
ADVERTISE AND SELL THE SAME TO THE HIGHEST BIDDER AT PUBLIC AUCTION,
BEGINNING AT 10:00 am MONDAY, THE 6TH DAY OF NOVEMBER, 2017 TO
SATISFY THE TAX EXECUTION AND COST FOR THE
TAX YEAR(S) 16

TAX & COST DUE : \$221.27

ADDITIONAL COSTS WILL BE ADDED FOR ADVERTISMENT

Payment Must Be Cash, Certified Check or Money Order
NO CHECKS ACCEPTED

Mary E. Gamble

Delinquent Tax Collector, Clarendon County
411 Sunset Drive
Manning, SC 29102
(803) 435-2684

Plaintiffs Exhibit 13

Clarendon County Treasurer's April 24, 2019, letter to Alvetta L. Massenberg forwarding to her the attached claim form to collect the overage on the sale of her land
(3 pages)

CLARENDON COUNTY TREASURER'S OFFICE
Post Office Box 1251
Manning, South Carolina 29102

VANESSA JOHNSON
Clarendon County Delinquent Tax Coordinator

Telephone: 803-435-8307
Facsimile: 803-435-0674
Email: clarendontaxclerk@clarendoncountygov.org

April 24, 2019

Ms. Alvetta L Massenberg
5724 Sloping Oaks Rd Apt 204
Charlotte, NC 28212

RE: Overage on public sale of property – Tax Map: 180-00-02-004-00 - 2017 Land Sale

Dear Ms. Massenberg:

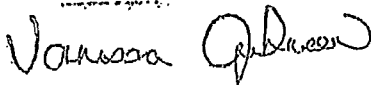
As you are aware, your property identified by the above tax map number was sold at public auction due to delinquent taxes on November 6, 2017. The twelve month redemption period has expired and the property has been transferred by Deed to the successful bidder.

Once all delinquent taxes and costs associated with the auction have been satisfied, there are excess funds that are due to you.

Enclosed is a Claim Form that will need to be completed so that you can receive the overage. You will need to complete the enclosed form in the presence of a Notary that will need to witness and affix their Notary Seal and it needs to be returned to our office with the following documentation. A copy of your valid Driver's License or DMV Issued Identification Card and a copy of your Social Security Card must be attached to validate your Claim for the overage. Once your claim is received by our office and all documentation has been verified, a check for your overage will be processed and mailed to you.

Should you have any questions, please contact this office.

Sincerely,

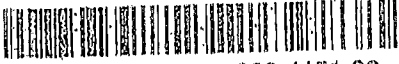


Vanessa Johnson
Clarendon County Delinquent Tax Coordinator

Enclosure: 1

ROA Page 42 of 102



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete Items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>Alvetta L. Massenberg</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>Alvetta L. Massenberg</u> C. Date of Delivery <u>MAY 10 2019</u> D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
1. Article Addressed to: Ms. Alvetta L. Massenberg 5724 Sloping Oaks Rd Apt 204 Charlotte, NC 28212 180-00-02-004-00  9590 9402 1458 5329 4151 06		3. Service Type ☒ Certified Mail® ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☒ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ All Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7016 3560 0000 1497 6523			

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 Domestic Mail Only

For delivery to a business, government, or educational institution, use PS Form 3800.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☒ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Paid \$
 Sent To
 Street or
 City, State Zip+4
 Ms. Alvetta L. Massenberg
 5724 Sloping Oaks Rd Apt 204
 Charlotte, NC 28212
 180-00-02-004-00

Postmark Here

6259 2557 0000 1497 6523

STATE OF SOUTH CAROLINA)

COUNTY OF CLARENDON)

CLAIM BY DEFAULTING
TAXPAYER(S) FOR OVERAGE

PERSONALLY appeared the undersigned, who being sworn, say(s) that this claim is pursuant to Section 12-51-130 of the 1976 South Carolina Code of Laws for the overage produced by a Delinquent Tax Sale. The tax sale and the overage are describe in the Deed from the Delinquent Tax Collector to the highest bidder, recorded in Deed Book 1003, Page 5506, R.O.D Office for Clarendon County, a copy of which is attached to this claim. The overage above the amount due in taxes, penalties and costs as shown by the Delinquent Tax Collector at the bottom of this claim form is the amount lawfully owing to the undersigned. A copy of the Deed or a copy of the Probate Conveyance sheet showing ownership in the undersigned is attached to verify to whom the overage check should be made payable. The undersigned has been authorized to receive the overage check on behalf of all. The undersigned indemnify(ies) and hold(s) Clarendon County, its agents and employees harmless against claims by any other persons for such overage, and waive(s) all causes of action against the County, its agents or employees, arising out of the Tax Sale. The undersigned attach(s) copy(ies) of of social security card(s) of the undersigned and such other identification as the Delinquent Tax Coordinator shall request. The undersigned is the agent for all the owners.

SWORN to before me this _____
day of _____, 2019.

_____(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

I verify the amount of overage above the amount of taxes, penalties
and associated costs as \$5,174.92

Plaintiff's Exhibit 14

Clarendon County Treasurer's January 18, 2018, letter to Alvetta L. Massenberg advising her of the sale of her property on November 6, 2017

CLARENDON COUNTY TREASURER'S OFFICE

Post Office Box 1251
Manning, South Carolina 29102

VANESSA JOHNSON
Clarendon County Delinquent Tax Coordinator

Telephone: 803-435-8307
Facsimile: 803-435-0674
Email: clarendontaxclerk@clarendoncountygov.org

January 18, 2018

No online payments accepted

Alvetta L Massenberg
5724 Sloping Oaks Rd Apt 204
Charlotte, NC 28212

Re: Sale of Property for Delinquent Taxes Map #180-00-02-004-00
Dist: 20 2.5 Acres

Dear Taxpayer:

This letter is to advise you that the property listed above was sold at public auction for delinquent taxes on November 6, 2017. Section 12-51-90 of the South Carolina Code of Laws provides that the defaulting taxpayer, any grantee from the owner or any mortgage or judgment creditor may redeem the above property within (12) months from the date of the delinquent tax sale by paying to this office delinquent taxes, penalties, costs and current taxes together with the appropriate percent of interest on the total bid price at the tax sale. The interest will increase each quarter. If you wish to redeem the above described property, the redemption amount will be as listed below:

\$568.73

due by

2/1/2018

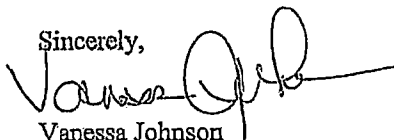
All payments must be cash, cashier's check or money order. If paying by cashier check or money order, please include 2 payments. One for \$417.27 and the other for \$151.46.

FINAL DATE TO REDEEM THE ABOVE PROPERTY IS ON/BEFORE NOVEMBER 7, 2018.

If you fail to redeem the property by said date, a tax deed will be issued to the successful bidder.

Should you have any questions, please contact me immediately.

Sincerely,



Vanessa Johnson
Delinquent Tax Coordinator

VJ

ROA Page



Plaintiff's Exhibit 15

Clarendon County Treasurer's September 21, 2018, final notice letter to Alvetta L. Massenberg informing her of the need for \$906.62 to redeem her land with unsigned certified mail card
(4 pages)

CLARENDON COUNTY TREASURER'S OFFICE

Post Office Box 1251
Manning, South Carolina 29102
803-435-8307

September 21, 2018

***NO ONLINE PAYMENTS
ALLOWED***

FINAL NOTICE

Alvetta L Massenberg
5724 Sloping Oaks Rd Apt 204
Charlotte, NC 28212

Re: Sale of Property for Delinquent Taxes Map #180-00-02-004-00
Dist: 20 2.5 Acres

Dear Taxpayer:

This letter is to advise you that the property listed above was sold at public auction for delinquent taxes on November 6, 2017. Section 12-51-90 of the South Carolina Code of Laws provides that the defaulting taxpayer, any grantee from the owner or any mortgage or judgment creditor may redeem the above property within (12) months from the date of the delinquent tax sale by paying to this office delinquent taxes, penalties, costs and current taxes together with the appropriate percent of interest on the total bid price at the tax sale. The interest will increase each quarter. If you wish to redeem the above described property, the redemption amount will be as listed below:

\$906.62

due by

11/7/2018

All payments must be cash, cashier's check or money order.

FINAL DATE TO REDEEM THE ABOVE PROPERTY IS ON/BEFORE NOVEMBER 7, 2018.

If you fail to redeem the property by said date, a tax deed will be issued to the successful bidder.

Should you have any questions, please contact me immediately.

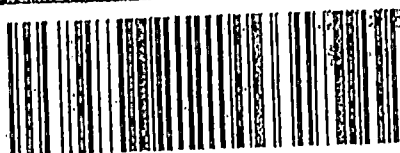
Sincerely,

Clarendon County
Office of the Treasurer

ROA Page 76 of 100



R



7016 3560 0000 1996 6739

Alvetta L Massenberg
5724 Sloping Oaks Rd Apt 204
Charlotte, NC 28212
180-00-02-004-00



U.S. POSTAGE PITNEY BOWES

ZIP 29102 \$011.77⁰
02 1W
0001381744 SEP 21 2018

Handwritten: 11240
1A-24-18

NIXIE 282 FE 1 0610/17/18

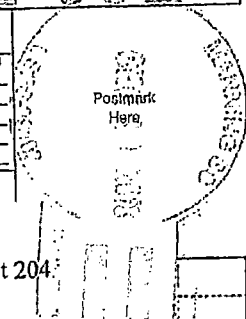
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTF
282 12-24-18 1

EC: 20102121151 *2017-00534-21-25

6739 667 0000 1996 3560 16

U.S. Postal Service CERTIFIED MAIL RECEIPT	
For delivery information, visit www.usps.com	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total P.	\$
Sent To	Alvetta L Massenberg
Street	5724 Sloping Oaks Rd Apt 204
City, St	Charlotte, NC 28212
	180-00-02-004-00



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY				
☒ Complete Items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Alvetta L. Massenberg 5724 Sloping Oaks Rd Apt 204 Charlotte, NC 28212 180-00-02-004-00  9590 9402 1458 5329 4161 58 2. Article Number (Transfer from service label): 7016 3560 0000 1996 6739	A. Signature X ☐ Agent ☐ Addressee <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">B. Received by (Printed Name)</td> <td style="width: 50%; padding: 2px;">C. Date of Delivery</td> </tr> </table> D. Is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type <table style="width: 100%;"> <tr> <td style="vertical-align: top;"> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> <td style="vertical-align: top;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table> all Restricted Delivery	B. Received by (Printed Name)	C. Date of Delivery	☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
B. Received by (Printed Name)	C. Date of Delivery				
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery				

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
 - A unique identifier for your mailpiece.
 - Electronic verification of delivery or attempted delivery.
 - A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.
- Important Reminders:**
- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
 - Certified Mail service is *not* available for international mail.
 - Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
 - For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*, attach PS Form 3811 to your mailpiece;
 - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
 - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
 - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
 - To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.
- IMPORTANT:** Save this receipt for your records.

PS Form 3800, April 2015 (Reverso) PSN 7530-02-000-9047

USPS TRACKING#



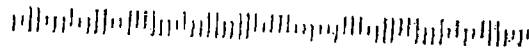
9590 9402 1458 5329 4151 06

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

° Sender: Please print your name, address, and ZIP+4® in this box°

CLARENDON COUNTY TREASURER'S
OFFICE
Post Office Box 1251
Manning, South Carolina 29102



Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signer to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signer to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office® for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

PS Form 3800, April 2015 (Reverse) PSN 7530-02-000-9047

Plaintiff's Exhibit 16

Clarendon County Treasurer's September 21, 2018, final notice letter to Alvetta L. Massenberg informing her of the need for \$906.62 to redeem her land with a certified mail card signed by another individual
(2 pages)

CLARENDON COUNTY TREASURER'S OFFICE
Post Office Box 1251
Manning, South Carolina 29102
803-435-8307

September 21, 2018

**NO ONLINE PAYMENTS
ALLOWED**

FINAL NOTICE

Alvetta L Massenberg
6427 Woodbend Dr. Apt K
Charlotte, NC 28212

Re: Sale of Property for Delinquent Taxes Map #180-00-02-004-00
Dist: 20 2.5 Acres

Dear Taxpayer:

This letter is to advise you that the property listed above was sold at public auction for delinquent taxes on November 6, 2017. Section 12-51-90 of the South Carolina Code of Laws provides that the defaulting taxpayer, any grantee from the owner or any mortgage or judgment creditor may redeem the above property within (12) months from the date of the delinquent tax sale by paying to this office delinquent taxes, penalties, costs and current taxes together with the appropriate percent of interest on the total bid price at the tax sale. The interest will increase each quarter. If you wish to redeem the above described property, the redemption amount will be as listed below:

\$906.62

due by

11/7/2018

All payments must be cash, cashier's check or money order.

FINAL DATE TO REDEEM THE ABOVE PROPERTY IS ON/BEFORE NOVEMBER 7, 2018.

If you fail to redeem the property by said date, a tax deed will be issued to the successful bidder.

Should you have any questions, please contact me immediately.

Sincerely,

Clarendon County
Office of the Treasurer

ROA Page 80 of 102



U.S. Postal Service
CERTIFIED MAIL RECEIPT
 Domestic Mail Only

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent to

Address

City/State

Zip+4

Alvetta L Massenberg
 6427 Woodbend Dr. Apt K
 Charlotte, NC 28212
 180-00-02-004-00

Postmark
 Nov 12 2016

SENDER COMPLETE THIS SECTION

☒ Complete Items 1, 2, and 3.
☒ Print your name and address on the reverse so that we can return the card to you.
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alvetta L Massenberg
 6427 Woodbend Dr. Apt K
 Charlotte, NC 28212
 180-00-02-004-00

2. Article Number (Transfer from service label)

9590 9402 1458 5329 4161 41

7016 3560 0000 1996 6746

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Maione Thano

C. Date of Delivery

10-12-18

D. Is delivery address different from Item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☒ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2016 PSN 7530-02-000-9053

Domestic Return Receipt

Plaintiff's Exhibit 17

Clarendon County Treasurer's (Delinquent Tax Coordinator's) December 18, 2018, letter to Blacktop Ventures LLC requesting additional funds in order to record a tax deed

CLARENDON COUNTY TREASURER'S OFFICE

Post Office Box 1251
Manning, South Carolina 29102

VANESSA JOHNSON
Clarendon County Delinquent Tax Coordinator

Telephone: 803-435-8307
Facsimile: 803-435-0674
Email: vjohnson@clarendoncountygov.org

December 18, 2018

Blacktop Ventures LLC
5582 Hwy 301
Alecuh, SC 29001

Dear Sir or Madam:

We are in the process of preparing Tax Deeds from the 2017 Tax Sale. In conjunction with a Tax Deed to you, it will be necessary that we receive the following payment from you prior to delivery and recording of Deed:

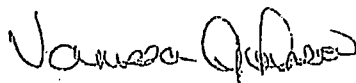
<u>2016 Tax Receipt #022753-16-3</u>	<u>\$ None</u>
(Your tax sale deposit is applied to this year's taxes)	
<u>2017 Tax Receipt #022722-17-3</u>	<u>\$ None</u>
(Your tax sale deposit is applied to this year's taxes)	
<u>2018 Tax Receipt #022929-18-3</u>	<u>\$147.48</u>
Deed, recording, stamps	<u>\$ 72.20</u>
TOTAL PAYMENT DUE	<u>\$219.68</u>

INFORMATION:

Defaulting Taxpayer: Alvetta L. Massenberg
Property Description: 2.5 Acres
Tax Map and Parcel #: 180-00-02-004-00
Amount of Bid: \$5,700.00

Thank you for making the above payment promptly so that we may deliver a Deed to you in the near future. We will also need your signature on the Purchase Affidavit prior to recording the Deed. Please advise if you need to have the Affidavit mailed to you for signature.

Sincerely,



Vanessa Johnson
Delinquent Tax Coordinator



Plaintiff's Exhibit 18
Tax Deed to Blacktop Ventures, LLC, recorded in Clarendon County
Deed Book 1003, Page 5506
(4 pages)

INSTRUMENT #:2018000178441 DEED BK:1003 PG:5506 DOCTYPE:DE 12/19/2018 at 04:46 PM, 1 OF 4 REC FEE:\$10.00 COUNTY:\$6.60 STATE:\$15.60 Ashley C Parker CLARENDON COUNTY, SC REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)

COUNTY OF CLARENDON)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the proceedings in relation to the Delinquent Tax Sale, which generated this Tax Deed, were executed under and by virtue of the laws enacted by the General Assembly of the State of South Carolina, and primarily codified in the 1976 Code of Laws of South Carolina as #12-45-180; #12-49-10 and 20; and #12-51-40/170 inclusive, as amended; and,

WHEREAS, on the 17th day of March, 2017, the Delinquent Tax Collector of Clarendon County issued a Tax Execution against the defaulting taxpayer(s), Alvetta L. Massenberg, authorizing and directing her to collect delinquent taxes, assessments and penalties for the tax year(s) 2016 in the total amount of \$ 166.27 from the defaulting taxpayer(s), to which costs were added for the enforced collection, in the amount of \$ 80.00, making a total of \$246.27; and,

WHEREAS, by virtue of said execution, the Clarendon County Tax Collector levied upon, seized and took exclusive possession of real property of the aforesaid defaulter(s), tax mapped as TMS# 180-00-02-004-00 by certified mail, which was unclaimed by defaulter(s), Alvetta L. Massenberg, and seized by Mary Gamble, Clarendon County Delinquent Tax Collector, who posted a Notice of Levy upon the premises on the 26th day of July, 2017; and,

WHEREAS, on the 6th day of November, 2017, after due advertisement, she sold at public auction said land as advertised to Blacktop Ventures, LLC, the actual purchaser(s) and highest bidder(s), for \$ 5,700.00; and,

WHEREAS, twelve (12) months have elapsed since the commencing date of said sale, and the defaulter(s), after being mailed a certified notice as required by #12-51-120 of the Code on the 21st day of September, 2018, have failed to timely redeem said real property from the sale. No other authorized person has redeemed said real property.

NOW THEREFORE, in consideration of the premises auctioned, and the sum of \$ 5,700.00 paid to me by the aforesaid purchaser(s), I have granted, bargained, sold and released, and by these presents, do hereby grant, bargain, sell and release unto the said Grantee(s), Blacktop Ventures, LLC whose address is: 5582 Hwy 301, Alcolu, South Carolina 29001



the property described as follows, to wit:

All that certain tract of land situate on the Plowden Mill Road in School District #2 of Clarendon County, S.C. Containing 2.54 acres, more or less, being the Northern portion of a certain 3.54 acre tract shown on plat made by W. B. Sykes dated June 3, 1968 and recorded in plat book #23 page 105 of the records of Clarendon County, being bounded and measuring as follows: Northeast by County road measuring thereon 438.7 feet; Southeast by Branch measuring thereon 188.5 feet +/-; South by lot of Lucius McFaddin measuring thereon 250 feet +/-; and West by S.C. Hwy S-14-49 fronting thereon 409.2 feet +/-; and Northwest by lands of Francis measuring thereon 84 feet.

This being the identical property conveyed to Alvetta L. Massenberg by Deed of Distribution for the Estate of Lillie Mae Frierson; Case 84-ES-14-048 on file with the Judge of Probate of Clarendon County and filed in Deed Book 308 at Page 49 with the Register of Deeds for Clarendon County on January 6, 1997.

This parcel being designated as Tax Map No.: 180-00-02-004-00.

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

TO HAVE AND TO HOLD, all and singular, the said premises hereby granted unto the said Blacktop Ventures, LLC, his successors and assigns forever.

WITNESS the Hand and Seal of the Grantor this 19th day of January, in the year of our Lord two thousand eighteen and in the two hundred forty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED)

IN THE PRESENCE OF)

Phyllis Adge

Vanessa Johnson

Matt Evans (Seal)
Matt Evans
Clarendon County Treasurer

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

PERSONALLY appeared before me the undersigned witness, who on oath, says that he/she with the other witness saw the within named Clarendon County Treasurer, sign, seal, and as his act and Deed, deliver the within written Deed; and that he with the other witness above subscribed, witnessed the execution thereof.

SWORN to before me this
19 day of December, 2018.
Vanessa Johnson (L.S.)
Notary Public for South Carolina.

Phyllis Adge

Vanessa Johnson
Printed Name of Notary Public for South Carolina

My Commission Expires: 4-8-2026.

Vanessa Johnson
Notary Public, State of South Carolina
My Commission Expires April 8, 2026

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

AFFIDAVIT

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

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located in Clarendon County, bearing Clarendon County Tax Map Number 180-00-02-004-00, was transferred by Matt Evans, Clarendon County Treasurer to Blacktop Ventures LLC on December 19, 2018

3. Check one of the following: The Deed is

- (a) XX 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.): Deeded to the County.

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

4. Check one of the following if either item 3(a) or item 3(b) has been checked (See Information section of this Affidavit):

- (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$5,700.00.
(b) The fee is computed on the fair market value of the realty which is \$ _____.
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ NA.

6. The Deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ 5,700.00
(b) Place the amount listed in item 5 above here: N/A
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 5,700.00

7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is: \$22.20.

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

9. I understand that a person required to furnish this Affidavit, who willfully furnishes a false or fraudulent Affidavit, is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 19 day of December, 2018.
Vanessa Johnson
Notary Public for South Carolina
My Commission Expires 4-8-2026

Blacktop Ventures, LLC, by Patty Epps
Responsible Person Connected with this Transaction
Patty Epps
Print or Type Name Here

Vanessa Johnson
Notary Public, State of South Carolina
My Commission Expires April 8, 2026

Plaintiff's Exhibit 19

Defendant, Clarendon County's Responses to Plaintiff's First Request to Admit
dated April 22, 2020
(3 pages)

STATE OF SOUTH CAROLINA)

COUNTY OF CLARENDON)

Alvetta L. Massenberg,)

Plaintiff,)

v.)

Clarendon County Treasurer, Clarendon)
County Delinquent Tax Collector, Blacktop)
Ventures, LLC,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
DOCKET NO. 2019-CP-14-00263

**DEFENDANT, CLARENDON
COUNTY'S RESPONSES TO
PLAINTIFF'S FIRST REQUEST
TO ADMIT**

**TO: THE PLAINTIFF, ALVETTA L. MASSENBERG AND HER ATTORNEY, JOHN
M. BLEECKER, JR., ESQUIRE:**

The Defendant, Clarendon County, responds, through counsel and in accordance with
Rules 26 and 36 of the South Carolina Rules of Civil Procedure, to the Request to Admit served
upon the Defendant on March 23, 2020, as follows:

RESPONSES:

1. Do you admit that the attached Exhibit "A" of the Field Report of the "posting" of
the real property of the Plaintiff attached to this Request to Admit is part of the records of the
Clarendon County Treasurer and/or the Clarendon County Delinquent Tax Collector?

RESPONSE: Admitted.

2. Do you admit that the white star on the aerial view of the Plaintiff's property shown
on the attached Field Report is the approximate location of the posted notice of seizure allegedly
posted by Palmetto Posting, LLC?

RESPONSE: Admitted.



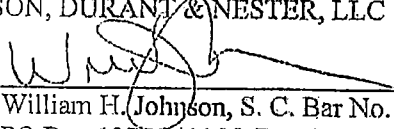
3. Please admit that a tax notice for the 2017 Clarendon Real Property Tax Notice of the Plaintiff for seized property was mailed to the Plaintiff at her address of 5724 Sloping Oaks Rd., Apt. 24, Charlotte, North Carolina 29212.

RESPONSE: Admitted.

4. Please admit that the 2017 taxes referred to in Request to Admit #3 were paid and receipts sent to the Plaintiff.

RESPONSE: Denied.

JOHNSON, DURANT & NESTER, LLC

By: 

William H. Johnson, S. C. Bar No. 15167

PO Box 137 -- 411 N. Brooks St.

Manning, South Carolina 29102

Telephone: (803) 435-0909

Facsimile: (803) 435-2858

william@jdnlawfirm.com

*Attorney for the Defendants, Clarendon County
Treasurer and Clarendon County Delinquent Tax
Collector*

April 22, 2020

STATE OF SOUTH CAROLINA)

COUNTY OF CLARENDON)

Alvetta L. Massenberg,)

Plaintiff,)

v.)

Clarendon County Treasurer, Clarendon)
County Delinquent Tax Collector, Blacktop)
Ventures, LLC,)

Defendants.)

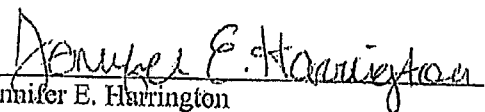
IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
DOCKET NO. 2019-CP-14-00263

CERTIFICATE OF SERVICE

I, Jennifer E. Harrington, an employee of Johnson, DuRant & Nester, LLC, attorneys for the Defendants, Clarendon County Treasurer and Clarendon County Delinquent Tax Collector, does hereby certify that I have served the Defendant, **Clarendon County's Responses to Plaintiff's First Request to Admit** in this matter on John M. Bleecker, Jr., Esquire, Attorney for the Plaintiff, by electronic mail to john@jblawfirm.com and by personally placing a copy of said document(s) in the United States Mail, postage prepaid, and addressed as follows, on April 22, 2020:

*John M. Bleecker, Jr., Esquire
Law Office of John M. Bleecker, Jr., LLC
Post Office Box 148
Charleston, South Carolina 29402*

April 22, 2020
Manning, SC


Jennifer E. Harrington
Legal Assistant to William H. Johnson

Clarendon County Tax Collector computer screen printout evidencing payment of \$246.27

Tax Collector Posting			
Delinquent Taxes - Walkin		Partial Refund	Bad Check
Bankruptcy		Update Delinquent Cost	

Receipt Search		Transaction Codes and Dates		Alerts	
Receipt Number 027058151078	Find	Status P PAID	Initials 	Tax Sale 2017 01945 - Sold At Sale	
		Date 11/06/17 TS	Print Code 8		
		Refund 	Check # 		

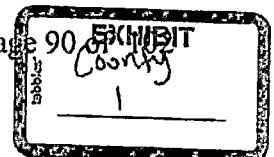
Taxpayer's Information		Real Estate Information	
Name MASSENBERG ALVETTA L	Map Number 160-00-02-004-00		
Name 2 	M/R R MH # 		
Address 1 5724 SLOPING OAKS RD APT 204	Tax ID PIN 		
Address 2 	MH Serial # 		
Address 3 CHARLOTTE NC 28212	Description 1 AD#17-01945		
County 	Description 2 		
Location 			

Tax Information		District and Town Codes		Transaction Information	
County	Net	County	District	Issue Date	
 	155.85	155.85	20	00/00/00	
City		Homestead	Town		
 	.00	.00	 		
Fee			Levy Year		
 			16		
LOST Credit					
 	11.27				
Sub Total					
 	144.58				
Penalty					
 	21.69				
		Interest 15.00%			
		Cost			
		80.00			
Net Total		Total Due			
166.27		246.27			

Comments and Codes		Auditor Reference	
Tax Collector Comm. 	Replaced By 		
Tax Collector Code 	Asst Abatement 		
Auditor Comm. 	Asst Added 		
Auditor Code 	Replaces 		
Certify 			

308/49 ✓

PB 23/105



County's Exhibit 2
Deed of Distribution in the Estate of Lillie Mae Frierson (Case No. 84-ES-14-048) to
Alvetta L. Massenberg dated March 10, 1984
(3 pages)

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

PROBATE COURT

IN THE MATTER OF Lillie Mae Frierson
CASE NUMBER 84-ES-14-048

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 10th day of March, 1984; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for CLARENDON County, South Carolina in File # 84-ES-14-048; and,

WHICHAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

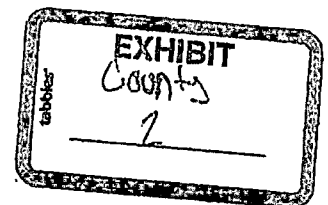
NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name ... Alvetta L. Massenberg
Address ... 6427 Woodbend Dr., Apt. K
Charlotte, N. C. 29212

the following described property:

All that certain tract of land situate on the Plowden Mill Road in School District #2 of Clarendon County, S. C. Containing 2.54 acres, more or less, being the Northern portion of a certain 3.54 acre tract shown on plat made by W. D. Sykes dated June 3, 1968 and recorded in plat book #23 page 105 of the records of Clarendon County, being bounded and measuring as follows: Northeast by County road measuring thereon 438.7 feet; Southeast by Branch measuring thereon 188.3 feet +/-; South by lot of Lucius McFadden measuring thereon 250 feet +/-; and West by S. C. HY. S-14-49 fronting thereon 409.2 feet +/-; and Northwest by lands of Francis measuring thereon 84 feet.

00054642 01/06/1997 1:0308 P:43



TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Alveta L. Haggberg their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as De Facto Personal Representative of the estate of the decedent, has executed this Deed, this 3rd day of JANUARY, 1997.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Estate of: Lillian Mae Peterson
by Signature: Doreen J. Gibson

Witness: Doreen J. Gibson
Witness: Betty M. McWhorter

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

PROBATE

PERSONALLY appeared before me DRENDIA J. GIBSON

and made oath that he/she saw the within named

Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with RALPH GIBSON Betty M. McWhorter witnessed the execution thereof.

SWORN to before me this 3rd day of January, 1997.

Betty M. McWhorter (S.S.)
Notary Public for South Carolina
My Commission Expires 7/26/2000

Witness Signature: Doreen J. Gibson

CLERK OF COURT
00054642
FILED, RECORDED, INDEXED
01/06/1997 04:11P
RECORDED BY: 49
RECEIVED TO: 00
K H C DEPARTMENT CLARENDON CO
Pentah O. Roberts, Clerk of Court

00054642 01/06/1997 0:00308 0:50

FORM 6000C (1/92)

PAGE 1 OF 2

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF CLARENDON)

PERSONALLY APPEARED BEFORE ME the undersigned, who being duly sworn, deposes and says:

1. Property located at Plowden Mill Road, was transferred by Lillie Mae Frierson to Alvetta L. Mossenberg on January 3rd, 1997.

The transaction was (Check one)

___ arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ ____.

___ not an arm's length real property transaction and the fair market value of the property is \$ ____.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is (See back of affidavit): decedent to daughter.

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

I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]
Purchaser, Legal Representative of the Purchaser, or
other Responsible Person Connected with the Transaction

SWORN to before me this 3rd

day of January, 1997.

[Signature]
Notary Public for South Carolina

My Commission Expires: 2/25/2003

*Notary to determine actual payment's value. Value means the price or fair market value. In case of a real property transaction, the value is the sales price or the price paid for the property. In case of a personal property transaction, the value is the price paid for the property. However, a deduction is allowed from the value for the amount of any loan or mortgage secured by the property, or any other lien or encumbrance on the property.

00054542 01/06/1997 0:00:00 P:01

County's Exhibit 3

Palmetto Posting, Inc. Field Report with two photographs on page - one shows the tree where the sign was posted and the other shows the aerial view with the star indicating placement of the posting and on the rear of this exhibit is the Notice of Levy (2 pages)

Field Report - Clarendon, SC

180-00-02-004-00

01945

Property Data

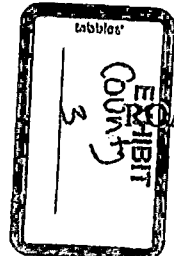
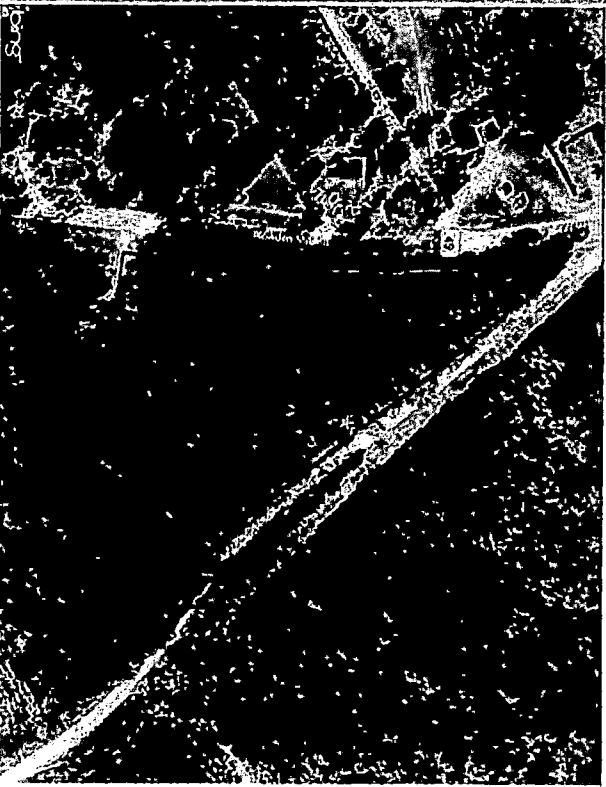
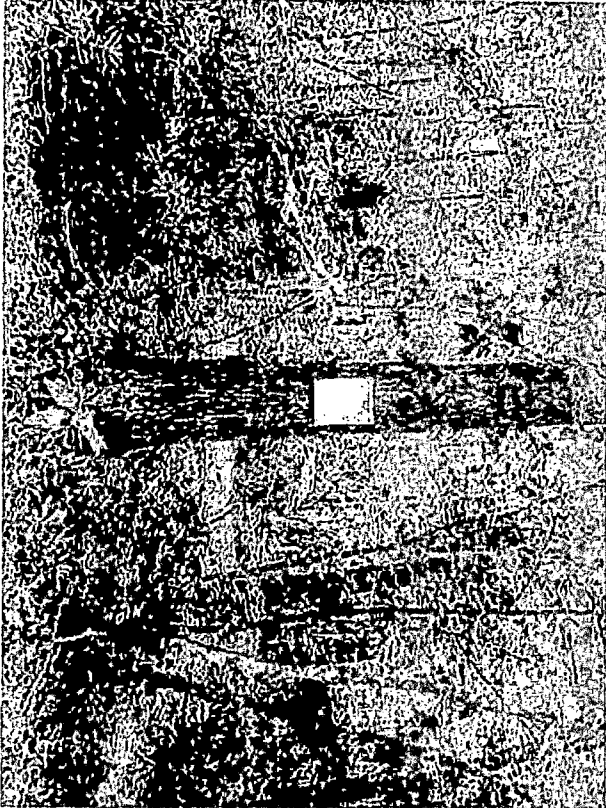
Property Number: 1454201
Posting Year: 2017
Parcel No: 180-00-02-004-00
County Item No: 01945
Property Type: Real Estate
Owner: MASSENBURG ALVETAL

Location and Description

Address: 5724 SLOPING OAKS RD APT 204
City: CHARLOTTE NC 28212
Zip: 28212
District: 20
Acre: 2.5
Lot: 0

Posting Confirmation

Geo: 33.81622, -80.18910
Coordinates: 7/26/2017 2:38:00 PM
Status: Complete



NOTICE OF LEVY



1454201

STATE OF SOUTH CAROLINA COUNTY OF CLARENDON

THIS IS TO CERTIFY THAT I, MARY E. GAMBLE, DELINQUENT TAX COLLECTOR
OF CLARENDON COUNTY, SOUTH CAROLINA, HAVE THIS DAY SEIZED AND
TAKEN EXCLUSIVE POSSESSION OF THE FOLLOWING DESCRIBED
PROPERTY IN THE NAME OF: MASSENBERG ALVETTA L
5724 SLOPING OAKS RD APT 204

MAP # 180-00-02-004-00

ACRES 2.5

LOT 0

BLDG. 0

DESCRIPTION

BY VIRTUE OF TAX EXECUTIONS ISSUED AGAINST SAID PROPERTY, I WILL
ADVERTISE AND SELL THE SAME TO THE HIGHEST BIDDER AT PUBLIC AUCTION,
BEGINNING AT 10:00 am MONDAY, THE 6TH DAY OF NOVEMBER, 2017 TO
SATISFY THE TAX EXECUTION AND COST FOR THE
TAX YEAR(S) 16

TAX & COST DUE : \$221.27

ADDITIONAL COSTS WILL BE ADDED FOR ADVERTISEMENT

Payment Must Be Cash, Certified Check or Money Order
NO CHECKS ACCEPTED

Mary E. Gamble

Delinquent Tax Collector, Clarendon County
411 Sunset Drive
Manning, SC 29102

(803) 435-2884 Page 95 of 102

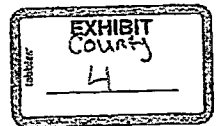
County's Exhibit 4

Excel Spreadsheet of work orders for Robert Rees Durant Road for the period of 1/3/17 to 11/13/17 evidencing chronic water retention with eleven entries entitled "cut water drains" cutting of water drains

(5 pages)

	A	B	C	D	E	F	G	H
1								
2	Robert Rees Durant Road - 2017 Work Orders							
3								
4	Dept	Work Order	Date Issued	Issued by	Road	Instructions		
5								
6								
7								
8	Public Works	20170012	1/3/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
9	Public Works	20170050	1/9/2017	Tim Hilliard	Robert Rees Durant Road	Check Road, Too w		
10	Public Works	20170121	1/17/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
11	Public Works	20170167	1/23/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
12	Public Works	20170317	2/8/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
13	Public Works	20170385	2/14/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
14	Public Works	20170583	3/9/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
15	Public Works	20170733	3/14/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
16	Public Works	20170951	4/4/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
17	Public Works	20171166	4/25/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
18	Public Works	20171296	5/4/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
19	Public Works	20171540	5/23/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
20	Public Works	20171611	5/25/2017	Tim Hilliard	Robert Rees Durant Road	Check Road for down Trees		
21	Public Works	20171695	6/6/2017	Tim Hilliard	Robert Rees Durant Road	Limbs / Tree Removal		
22	Public Works	20171812	6/13/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
23	Public Works	20172110	7/12/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
24	Public Works	20172148	7/17/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
25	Public Works	20172196	7/19/2017	Tim Hilliard	Robert Rees Durant Road	Brush Cutting		
26	Public Works	20172218	7/20/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
27	Public Works	20172297	7/26/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
28	Public Works	20172477	8/10/2017	Tim Hilliard	Robert Rees Durant Road	Cut Water Drains		
29	Public Works	20172629	8/24/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
30	Public Works	20173168	10/23/2017	Tim Hilliard	Robert Rees Durant Road	Brush Cutting		
31	Public Works	20173347	11/7/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
32	Public Works	20173355	11/7/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
33	Public Works	20173362	11/7/2017	Tim Hilliard	Robert Rees Durant Road	Grading & Shaping		
34	Public Works	20173438	11/13/2017	Tim Hilliard	Robert Rees Durant Road	Brush Cutting		

*Power washing
checking for down trees
check road for
1/3/17*



	J	K	L	M	T.M.D. N	O	P	Q	R	S
1										
2										
3										
4	Comments	Date	Operator	Road Name	District	Time	Man Hours	Miles	State Road	County Road
5										
6										
7										
8		1/4/2017	Ronald Shepp	Robert Rees Durant Road	2	25	0.42	0.72	Yes	Yes
9		1/10/2017	Ronald Shepp	Robert Rees Durant Road	2	24	0.4	0.72	Yes	Yes
10		1/18/2017	Ronald Shepp	Robert Rees Durant Road	2	39	0.65	0.72	Yes	Yes
11		1/24/2017	Ronald Shepp	Robert Rees Durant Road	2	27	0.45	0.72	Yes	Yes
12		2/9/2017	Ronald Shepp	Robert Rees Durant Road	2	27	0.45	0.72	Yes	Yes
13		2/15/2017	Ronald Shepp	Robert Rees Durant Road	2	82	1.37	0.72	Yes	Yes
14		3/13/2017	Ronald Shepp	Robert Rees Durant Road	2	48	0.8	0.72	Yes	Yes
15		3/15/2017	Ronald Shepp	Robert Rees Durant Road	2	33	0.55	0.72	Yes	Yes
16		4/5/2017	Ronald Shepp	Robert Rees Durant Road	2	26	0.44	0.72	Yes	Yes
17		4/26/2017	Ronald Shepp	Robert Rees Durant Road	2	30	0.5	0.72	Yes	Yes
18		5/8/2017	Ronald Shepp	Robert Rees Durant Road	2	49	0.82	0.72	Yes	Yes
19		5/24/2017	Ronald Shepp	Robert Rees Durant Road	2	29	0.49	0.72	Yes	Yes
20		5/30/2017	Ronald Shepp	Robert Rees Durant Road	2	21	0.35	0.72	Yes	Yes
21		6/7/2017	James Hilton	Robert Rees Durant Road	2	30	0.5	0.72	Yes	Yes
22		6/14/2017	Ronald Shepp	Robert Rees Durant Road	2	59	0.99	0.72	Yes	Yes
23		7/13/2017	Ronald Shepp	Robert Rees Durant Road	2	54	0.9	0.72	Yes	Yes
24		7/18/2017	Ronald Shepp	Robert Rees Durant Road	2	51	0.85	0.72	Yes	Yes
25		7/20/2017	Ben Parker	Robert Rees Durant Road	2	80	1.34	0.72	Yes	Yes
26		7/24/2017	Ronald Shepp	Robert Rees Durant Road	2	36	0.6	0.72	Yes	Yes
27		7/27/2017	Ronald Shepp	Robert Rees Durant Road	2	45	0.75	0.75	Yes	Yes
28		8/14/2017	Ronald Shepp	Robert Rees Durant Road	2	39	0.65	0.72	Yes	Yes
29		8/28/2017	Ronald Shepp	Robert Rees Durant Road	2	68	1.14	0.72	Yes	Yes
30		10/24/2017	Ben Parker	Robert Rees Durant Road	2	90	1.5	0.72	Yes	Yes
31		11/8/2017	Michael Johnson	Robert Rees Durant Road	2	60	1	0.72	Yes	Yes
32		11/8/2017	Garriet Bozier	Robert Rees Durant Road	2	60	1	0.72	Yes	Yes
33		11/8/2017	Ronald Shepp	Robert Rees Durant Road	2	60	1	0.72	Yes	Yes
34		11/14/2017	Ben Parker	Robert Rees Durant Road	2	70	1.17	0.72	Yes	Yes

ROA Page 97 of 102

	T	U	V	W	X	Y	Z	AA	AB	AC	AD
1											
2											
3	Private	Grading	Ditch	Mowing/	Limbs/	Cut Water	Pipe	Equipment	Dump Truck	Motor	
4	Road	and Shaping	Cleaning	Brush Cutting	Tree Removal	Drains	Cleaning	Delivery		Grader	1
5											
6											
7											
8											
9						Yes				Yes	
10		Yes								Yes	
11						Yes				Yes	
12						Yes				Yes	
13		Yes								Yes	
14		Yes								Yes	
15						Yes				Yes	
16						Yes				Yes	
17						Yes				Yes	
18						Yes				Yes	
19						Yes				Yes	
20										Yes	
21					Yes					Yes	
22		Yes								Yes	
23		Yes								Yes	
24										Yes	
25						Yes				Yes	
26											Brush Cutter
27						Yes				Yes	
28						Yes				Yes	
29		Yes				Yes				Yes	
30										Yes	
31		Yes								Yes	Brush Cutter
32		Yes								Yes	
33		Yes								Yes	
34			Yes							Yes	Brush Cutter

	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO
1											
2											
3											
4	2	3	4	Dirt	Loads of	Crush	. Loads of	Crushed	. Loads of	57	. Loads of
5					Dirt	and Run	C and R	Stone	Stone	Stone	57 Stone
6											
7											
8											
9											
10											
11											
12											
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The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CLARENDON COUNTY
Master-in-Equity, Joseph K. Coffey

Appellate Case No.: 2020-001531

Alvetta L. Massenberg,

Appellant,

v.

Clarendon County Treasurer, Clarendon
County Delinquent Tax Collector,
Blacktop Ventures, LLC,

Respondents.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Record on Appeal has been served via U.S. Mail and email this 20th day of May 2021 to: **Scott F. Talley, Esquire**, 134 Oakland Ave., Spartanburg, SC 29302, and **William H. Johnson, Esquire**, PO Box 137, Manning, SC 29102.

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THE STATE OF SOUTH CAROLINA
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APPEAL FROM CLARENDON COUNTY

Master-in-Equity, Joseph K. Coffey

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Alvetta L. Massenberg,

Appellant,

v.

Clarendon County Treasurer, Clarendon
County Delinquent Tax Collector,
Blacktop Ventures, LLC,

Respondents.

FINAL BRIEF OF APPELLANT

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STATEMENT OF ISSUE ON APPEAL

1. DID THE MASTER ERR IN FINDING THAT THE MANDATORY STATUTORY POSTING OF THE NOTICE OF LEVY FOR DELINQUENT TAXES ON THE DIRT ROAD BEHIND THE PROPERTY MEET THE REQUIREMENT OF THE LAW THAT THE NOTICE OF LEVY BE POSTED AT ONE OR MORE CONSPICUOUS PLACES ON THE PROPERTY?

STATEMENT OF THE CASE

The Appellant, Alvetta L. Massenberg is a delinquent taxpayer who on May 30, 2019, filed her complaint seeking to set aside a tax sale of her 2.5 acre tract of land in Clarendon County. The Respondents are the County Treasurer, who also serves as the County Delinquent Tax Collector, and Blacktop Ventures, LLC, who received a tax deed for the 2.5 acre tract on December 19, 2017. The County and Blacktop filed general denial answers and additionally Blacktop by its counterclaim asked the Court to quiet title to the 2.5 acre parcel. By a consent order of reference the case was referred to the Honorable Joseph K. Coffey, Master-in-Equity for Clarendon County, with authority to enter a final judgment with any appeal being to the South Carolina Court of Appeals.

Alvetta L. Massenberg resides in an apartment complex in Charlotte, North Carolina. Her mail is delivered to a "kiosk" for the complex. The County sent all required statutory notices to her by U.S. Certified Mail. All but one were returned to the County undelivered. On the certified letter which Massenberg acknowledged signing for she testified she did not recall actually receiving the letter. Her first realization that the property had been taken from her was when her uncle called telling her he had been notified by a neighbor that trees were being cut down on her property. This call was received on January 2, 2020.

The property taken has frontage on two public right-of-ways. One is on S.C. State Highway 49 and the other is a county maintained dirt farm road. The required statutory "Notice of Levy" posting on the property was allegedly posted on this farm road and not on the highway.

A trial was held on October 1, 2020, before the Master who issued an Order on November 3, 2020, finding the County fully complied with the requirements of S.C. Code §12-51-40 in conducting the tax sale. The Master specifically found that the statutory requirement for posting the notice of levy which was completed on July 26, 2017, met the requirements of South Carolina Law. The Order also gave Blacktop a quiet title to the property.

The Notice of Appeal to the Court of Appeals was filed on November 19, 2020.

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STANDARD OF REVIEW

The standard of review for a case heard by a master permits this court to determine facts in accordance with its own view of the preponderance of evidence. Tiger, Inc. v. Fisher Agro, Inc., 301 S.C. 229, 237, 391 S.E. 2d 538, 543 (1989), see, Folk v. Thomas, 344 S.C. 77, 80, 543 S.E. 2d 556, 557 (S.C. 2001). An action to set aside a tax deed rests in equity. Thus, this court may take its own view of the preponderance of the evidence. If this court chooses to find facts in accordance to its view of the evidence it must state such finding of fact and its reasoning for those findings. Dearybury v. Dearybury, 351 S.C. 278, 283, 569 S.E. 2d 367, 369 (2002), and Smith v. Barr, 375 S.C. 157, 650 S.E.2d 486. (2007), Rule 220(b)(1), SCACR.

STATEMENT OF FACTS

Appellant Massenberg's property is an undeveloped tract of tree lined land and is located in the village of Alcolu in Clarendon County. It is a triangle shaped lot which fronts on Plowden Mill Road, a state maintained highway known as SC Highway 49. The back of the property faces Robert Rees Durant Road, a county maintained unpaved farm road. The intersection of Plowden Mill Road and Robert Rees Durant Road form the tip of the triangle shaped property. It was on this unpaved farm road side of the property on July 26, 2017, that the notice of levy was allegedly placed advising the appellant and the general public that her property was going to be sold for the nonpayment of \$221.27 in 2016 county taxes and costs.

The notice of levy posting report to the Respondent County Treasurer is the Field Report of Palmetto Posting, Inc. (R. p. 94). This report shows an aerial view of Massenberg's 2.54 acres delineated by red lines. The point of the posting on the property is a "yellow star" on the unpaved Durant Road (R. p. 94). A further description of the Massenberg tract can be found on the 1968 recorded plat (R. p. 94). On this exhibit we see that a portion of the southeast boundary line is marked as a "branch," a source of water which flows to or from the dirt Durant Road.

The appellant Alvetta Massenberg testified that she is a resident of Charlotte, North Carolina. She did not deny that the Clarendon County delinquent tax notices were mailed. Her testimony was she did not receive them. All notices except one were returned as "undelivered" to the County. One notice was signed for by the appellant. As to this notice she testified she did not recall the letter (R. p.23 L. 1-6). She had some health problems and she was declared disabled. Also in 2019 she had "two strokes" (R. p. 22 L. 12-25). She looked "on line" and thought her taxes were shown as paid. Her first notice of a problem with the 2.54 acre parcel was a January 2019 telephone call from her uncle Frank Frierson (R. p. 23 L.19-25, R. p. 24 L. 1-8) that trees were being cut on her property.

Frank Frierson testified he is the 80-year-old uncle of the appellant Alvetta Massenberg. He was raised on Plowden Mill Road but lived in New York for 34 years and is now a retired New York City Police officer. He returned to South Carolina in 1991. He maintains a home and garden on some farm property on Plowden Mill Road near his niece's property. He lives in Sumter but comes

to the area almost every day. He watches over his niece's 2.54 acres. This land belonged to his late beloved sister and it is special to him. He protected the property (R. p. 39 L. 1-9).

The Master in his order spent more than a page and half finding the testimony of appellant Alvetta Massenberg "inconsistent and not creditable" (R. p. 3 bottom of page) How his honor reached such a conclusion is unknown. Alvetta did not testify that she paid her property taxes. She thought she paid them (R. p. 29 L. 1-6). Nor has she testified that the county failed to follow the statutory procedure in anyway other than the failure to properly physically post the notice on her property. On this pivotal question she offered no testimony whatsoever.

At another point in the Master's order (R. p. 5) he erroneously finds that Alvetta had notice of the sale on January 2, 2019, when she learned from a neighbor that trees were being cut down on her property and did nothing until she filed her lawsuit in May 2019. This is odd since her property had already been deeded to the tax sale purchaser on December 19, 2018 (R. p. 83). There is nothing she could have done except appeal to this court.

The condition of the Robert Rees Durant Road was a central issue at trial. Mr. Frierson describes it as only wide enough for one car. "If you meet another car, you have to pull over to the side and let one car pass." (R. p. 32 L. 5-7). He identified a photograph of the Robert Rees Durant Road sign and a Google photo of the intersection of Plowden Mill Road and Robert Rees Durant Road (R. p. 52, 53, 54) There are no homes on the unpaved Robert Rees Durant Road R. p. 37 L. 7-18). When asked to compare the traffic volume on Plowden Mill Road to that on Robert Rees Durant Road Frierson answered, "Oh it would be 100 to 1, sir, or maybe more." (R. p. 36 L. 8).

Frierson even challenges that the property was in fact posted. He testified that the tree on which the notice of levy is shown on Respondent Exhibit "3" was not on the property (R. p. 38 L. 25). Further stating, "I know the land like the back of my hand." (R. p. 41 L. 15). From the photo of the posted sign on Respondent Exhibit "3" he testified, "Sir, where the tree is, and you showed me the star here. Where the easement is here if the tree was here, you could see my cousin's house that lives across the highway, directly in front of the McFadden's. It would be shown through there, so that tree was nowhere on the property." The easement is cleared for a Black River power line. The house which should have been seen through the open easement was his cousin's house on the highway (Plowden Mill Road), right across the highway from the next door McFadden home (R. p. 35 L. 1-14).

Frierson's testimony, as well as the testimony of three other nearby residents of the area, was that the posted notice was not seen by them. The appellant called as her witnesses Gertrude McFadden Washington, Ruth McFadden Garth and Gloria McFadden. All three witnesses were raised in the Plowden Mill Road neighborhood and know the appellant and that Frank Frierson is her uncle. These witnesses often walked together for exercise in the neighborhood and on the unpaved Robert Rees Durant Road. All three witnesses described the size, condition and vehicle volume of the road consistent with Frank Frierson. The witness Gertrude McFadden Washington when asked if she "had ever seen a notice of levy sign like that before at another location" said she

had and knew what such a sign meant (R. p. 44 L. 7-19). [On January 2, 2019, Frank Frierson was notified by a neighbor that trees were being cut on his niece's property (R. p. 33 L. 24-25, R. p. 34 L. 1-15).]

The Respondent County Treasurer Matt Evans testified he also had the oversight duties of the Delinquent Tax Collector. The County contracts with a company called Palmetto Posting, Inc. to post the notice of levy on property seized for delinquent taxes. From Mr. Evans testimony we learn that the Palmetto Posting Field Report (R. p. 94) is the only notice the County has of the actual posting. The County does not physically inspect the postings on real property. It relied on Palmetto Posting. Mr. Evans testified there is no stipulation in the state law (§12-51-40 (c)) giving the exact location as to where the tax levy should be posted on the property. "It just has to be physically placed within the boundary of the property." (R. p. 46 L. 20-24).

David Epperson, the Clarendon County Administrator testified for the County. His testimony was intended to establish that Robert Rees Durant Road was a well-traveled public road. To do this he brought a spread sheet listing the 2017 work orders for Robert Rees Durant Road. Over the objection of appellant counsel that a list of work orders does not establish a traffic count for the dirt road. The master allowed the 2017 work order spread sheet in evidence (R. p. 96). Mr. Epperson then testified that based on the averages for dirt roads in Clarendon County and the work orders for Robert Rees Durant Road "it is indicative that it is used quite a bit" (R. p. 47 L. 6-8).

A closer examination of County Exhibit "4" reveals in 2017 (R. p. 96, 97, 98) that the "grading and shaping" is a less significant portion of the work orders. The majority of work orders were to cut water drains, and twice the work orders were just for checking. One check finds the road is too wet to grade. Three times during the year "brush cutting" is performed. Another time "limbs and trees" are removed. On the very day the Notice of Levy was allegedly posted the County was also cutting water drains in Durant Road. A generous summation of the 2017 work orders is that Durant is a wet road.

Mr. Epperson could not confirm that the road is only wide enough for one vehicle (R. p. 49 L. 11). He testified he does not live in the vicinity of Robert Rees Durant Road so he could not confirm its width or that there are no houses on the unpaved road. He testified the County does not have a traffic count on the road (R. p. 48 L. 20)

ARGUMENT

The required procedure for the tax sale of a delinquent taxpayer's property is set out by South Carolina Code §12-51-40. All requirements of that statute are intended for the protection of the taxpayer against surprise and the sacrifice of his (or her) property. These requirements are mandatory and must be strictly followed. F.C. Enterprises, Inc. v. Dibble, 335 S.C. 260, 516 S.E.2d 459 (S.C. App. 1999), Smith v. Barr, 375 S.C. 157, 650 S.E.2d 486 (Ct.App. 2007). Section 12-51-40(c) requires that the seized property be posted with a notice of levy "at one or more conspicuous places on the property." (Emphasis added) "Additionally, the failure to give the required statutory notice renders the tax sale invalid." Smith, 375 S.C. at 164, 650 S.E.2d at 490. "Even actual notice is insufficient to uphold a tax sale absent strict compliance with statutory requirements." In re: Ryan Inv. Co., 335 S.C. 392, 395, 517 S.E.2d 692, 693 (1999).

The master at pages 5 and 6 of his order (R. p. 5) finds that the only testimony presented by "family members and neighbors is they did not see the posting," which did not establish that the posting was not done. The key issue before him was not whether the posting was actually viewed by members of the public or the taxpayer, but whether it was in a location where it reasonably could be viewed by her or members of the Plowden Mill Road neighborhood.

Section 12-51-40(c) does not specify an exact location for the placement of a notice other than this posted notice must be conspicuous. A common sense definition of "conspicuous" is that as intended by the Legislature that it be placed so that it could be reasonably seen by the taxpayer and the general public. In fact the statute's intention is that the sign be seen is suggested by the requirement that it be posted at one "or more" places on the property. The appellant's property faces two public paths. One is the often wet and muddy not often traveled county farm road and the other is a paved state highway, Plowden Mill Road. The Palmetto Posting company placed the notice at a place on the property where it was least likely to be seen. It ignored the portion of the statute saying "one or more conspicuous places" in posting the property.

Pennsylvania and most other states have statutes such as South Carolina which require posted notices of tax sales. In In Re: Somerset County Tax Sale, et. al., 14 A. 3d 180 (Pa. Commw. Ct. 2011) an appeal, where like this case, the only issue is whether the property was properly posted in accordance with statute the Pennsylvania Court said:

Although there is no requirement that the notice must be the "best" notice at a minimum "the nature and location of the property must be considered in calculating "the placement of the notice."

In Smith v. Barr, 650 S.C.2d 486, 489, 375 S.C.157 (Ct.App. 2007) this court in an appeal from Greenville County affirmed an order setting aside a tax sale. The testimony in the Smith case was from two witnesses who had a vested interest. One worked in the subdivision and frequented the property or the land adjoining it and that during these visits she never noticed a delinquent tax sign on the property. Another disinterested witness gave testimony that he did not believe a

delinquent tax sign was posted on the property. The two witnesses owned the property and even though their testimony was self serving another witness without an interest substantiated their testimony.

The master heard from three neighbors who often walked on Durant Road that they did not see the posting. One of these witnesses, Ruth McFadden Garth, had paid the sum of \$3,000 to Mr. Epps, the member of the respondent Blacktop Ventures, LLC, to keep him from cutting trees on her driveway next to the appellant's property. Her payment was made in March of 2019 "to leave the trees that were considered our driveway." (R. p. 43 L. 16) Despite her deal with the respondent Blacktop Ventures Mrs. Garth testified she had not seen a posting on the property. Each of these witnesses was born and raised close to the appellant's property. If a sign had been seen by them (or perhaps anyone else in their neighborhood) they most probably would have heard about it. Their testimony should have been given credibility.

On the other hand the testimony of the respondent county witnesses is self-serving. Its County Administrator offered some unsubstantiated evidence as to the condition and use of the unpaved Durant Road. The County Treasurer offered only that he relied on the report of Palmetto Posting, Inc. He showed little interest as to where on the property the sign was placed. He testified that the County met its responsibility when it posted the Notice of Levy within the boundary of the property. It relied on Palmetto Posting to follow the law. His office never checked postings.

In order for the master to have denied the appellant her relief to set aside the tax sale he would have had to determine the posting of the tax levy was in full compliance with §12-51-40(c). Failure of the County to satisfy its statutory strict compliance dictates setting aside the forced sale. The master could only reach such a conclusion if, and only if the posting was in one or more conspicuous locations. As a matter of law the posting failed that mandatory requirement. It was not conspicuous. The notice was in fact hidden, if it was posted at all. The testimony of the appellant's witnesses is compelling. First none of them saw the posting on the property. Their individual and collective testimony was uncontradicted. Viewing the totality of their testimony the master could have reached one and only one conclusion, that the placement was not conspicuous and by not being conspicuous it was not in compliance with the statute.

The Respondents offered no evidence to undermine the appellant's strong evidence and further failed on its face to establish compliance.

If the property had been properly posted with one "more" sign on Plowden Mill Road, the neighboring public, none of whom lived on Durant Road, would have had notice. The \$221.37 in taxes would most probably have been paid and this case would not have been filed. For this court to find the posting met the intent of our Legislature would be a disservice to those future citizens who by negligence, frailty or other reasons overlook the timely payment of property taxes. A posting at a property owner's back yard or away from the obvious traffic flow does not meet the requirement intended by the South Carolina Legislature before a person's property can be sold.

CONCLUSION

On behalf of the appellant Alvetta Massenberg it is respectfully submitted that the court find by the greater weight of preponderance of the evidence that the master was in error in finding that the posting of the notice of levy complied with the statutory requirements. Therefore the order of the master should be reversed and the following relief ordered.

1. That the delinquent tax sale against Alvetta Massenberg be set aside upon her payment of \$246.27 for 2016 Clarendon County Property Taxes and costs as due on the date of the notice of posting; and
2. Order the Register of Deeds of Clarendon County to mark "Cancelled of Record" the deed of the Clarendon County Treasurer to Blacktop Ventures, LLC, dated and recorded on December 19, 2019, in Deed Book 1003 at Page 5506; and
3. Order the Appellant Alvetta L. Massenberg to also reimburse Respondent Blacktop Ventures, LLC for 2017, 2018 and 2019 taxes; and
4. Direct Blacktop Ventures, LLC to address any claim for interest and cost on its bid to the Clarendon County Treasurer and not the Appellant, Alvetta L. Massenberg.
5. That attorney fees and costs be awarded to appellant.

The undersigned, John M. Bleecker, Jr. hereby certifies that the Final Brief complies with Rule 211(b).

May 20, 2020

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CERTIFICATE OF SERVICE

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