

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
In the Court of Common Pleas

Courtney Clyburn Pope, Circuit Court Judge
Civil Action No.: 2021-CP-02-02457

Appellate Case No.: 2022-000685

RECEIVED

JUL 14 2023

SC Court of Appeals

Glen Fleming Respondent,

v.

Vance Mack Fleming ...Appellant.

RECORD ON APPEAL

William H. Edwards
Moore Bradley Myers Law Firm, P.A.
1700 Sunset Boulevard (29169)
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160
Attorney for Appellant

Glen T. Fleming
10943 Indies Drive North
Jacksonville, FL 32246
Respondent

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I certify that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material designated for this appeal.

s/S. William H. Edwards
William H. Edwards
MOORE BRADLEY MYERS LAW FIRM, PA
1700 Sunset Boulevard
West Columbia, SC 29169
803-796-9160
will@mbmlawsc.com
Attorney for Appellant

RECEIVED

JUL 14 2023

SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Glen Fleming,

Plaintiff,

vs.

Vance Fleming,

Defendant.

) IN THE NEW ELLENTON SUMMARY COURT

)

) C.A. No.: 2021-CV-21-0900337

)

)

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)

ORDER

This matter came before the Court on a Motion for Ejectment of Trespassers on October 4, 2021, filed by the Plaintiff on August 20, 2021. The Plaintiff filed the Motion for Ejectment for the purpose of ejecting the Defendant from a house located at 1453 Sparkleberry Lane, Aiken, South Carolina, 29803. The Defendant alleges that he has a claim of title to the property at 1453 Sparkleberry Lane, Aiken, South Carolina, 29803 and has set forth evidence to support that allegation.

The Magistrate, pursuant to South Carolina Code § 22-3-20(2), does not have jurisdiction to rule on issues relating to title to real property. Therefore, the Magistrate is without subject matter jurisdiction on the Motion for Ejectment, as cases in which the title to real property are raised may only be heard in the Circuit Court. The Court hereby dismisses the Plaintiff's Motion for Ejectment without prejudice.

THEREFORE

IT IS ORDERED that the MOTION FOR EJECTMENT be denied and dismissed without prejudice.

AND IT IS SO ORDERED.

New Ellenton, South Carolina

Oct 25, 2021



The Honorable Patrick D. Sullivan

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Aiken
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP0202457

Glen Fleming
PLAINTIFF(S)

Vance Fleming
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter comes before the Court on an appeal filed by Plaintiff. A hearing was held on February 2nd, 2022 in Aiken County, South Carolina using WebEx. The Plaintiff, Glen Fleming, and the Defendant, Vance Fleming, were present. After consideration of the evidence and arguments by both Plaintiff and Defendant, the Court finds that the appeal is GRANTED and the matter is to be REMANDED to the lower court for reconsideration.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/03/2022 .

Vance Fleming for Vance Fleming
Vance Fleming for Vance Fleming

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Aiken Common Pleas

Case Caption: Glen Fleming VS Vance Fleming

Case Number: 2021CP0202457

Type: Order/Electronic Form 4

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2022-02-03 11:55:14 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF Aiken
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP0202457

Glen Fleming
PLAINTIFF(S)

Vance Fleming
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
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☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
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☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The Defendant, Vance Fleming, filed a Motion to Alter or Amend pursuant to Rule 59(e), SCRCP on February 14, 2022. Defendant requested that this Court rule on the magistrate's ability to hear this case and the applicability of S.C. Code Section 22-3-20(2).

I find that the deed was validly executed and the title to the real property is not at issue.

Therefore, the Court's Order from February 3, 2022 is hereby AMENDED to include the finding that the title to real property is not at issue and thus, the magistrate is able to hear this case pursuant to S.C. Code Section 22-3-20(2).

The appeal is GRANTED and the matter is REMANDED to the lower court for reconsideration.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/20/2022 .

Vance Fleming for Vance Fleming
Vance Fleming for Vance Fleming

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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Aiken Common Pleas

Case Caption: Glen Fleming VS Vance Fleming

Case Number: 2021CP0202457

Type: Order/Electronic Form 4

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2022-04-20 12:12:57 page 3 of 3

ELECTRONICALLY FILED - 2022 Apr 20 12:26 PM - AIKEN - COMMON PLEAS - CASE#2021CP0202457

ROA0007

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	C.A. No.:
	)	
Vance Fleming,	)	
Plaintiff,	)	SUMMONS
	)	
vs.	)	
	)	
Glen Fleming and Cheryl Dean Willinger,	)	
Personal Representative for Estate of	)	
L. Dean Fleming,	)	
Defendants.	)	
	)	

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your ANSWER to the Complaint upon the undersigned to his office, 1700 Sunset Boulevard, P.O. Box 5709, West Columbia, South Carolina, 29171, within THIRTY (30) days after service, exclusive of the day of such service; and if you fail to answer the Complaint within the thirty days, judgment by default will be rendered against you for the relief demanded in the Complaint.

MOORE BRADLEY MYERS LAW FIRM, P.A.

BY: s/ William H. Edwards
 William H. Edwards, SC Bar No.: 71199
 Post Office Box 5709
 West Columbia, South Carolina 29171
 Phone: (803) 796-9160
 Fax: (803) 791-8410
will@mbmlawsc.com
Attorney for Plaintiff

West Columbia, South Carolina
 January 25, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	C.A. No.:
	)	
Vance Fleming,	)	
Plaintiff,	)	COMPLAINT
	)	
vs.	)	
	)	
Cheryl D. Willinger as Personal	)	
Representative of the Estate of	)	
L. Dean Fleming and Glen Fleming,	)	
Defendants.	)	
_____	)	

The Plaintiff, above named, complaining of the Defendants herein, would allege:

1. The Plaintiff, Vance Fleming, is a citizen and resident of the County of Aiken, State of South Carolina.
2. The Defendant, Glen Fleming, is a citizen and resident of the County of Duval, State of Florida.
3. The Defendant, Cheryl D. Willinger as Personal Representative of the Estate of L. Dean Fleming is a citizen and resident of the City of Bristol, County of Sullivan, State of Tennessee.
4. The Plaintiff and Defendants' father, L. Dean Fleming, was a resident and citizen of the County of Aiken at the time of all the facts and circumstances complained of herein.
5. The real property in question is located in Aiken County, State of South Carolina.
6. This Court has subject matter and personal jurisdiction of the parties and of this action, venue is proper in Aiken County, South Carolina.
7. Plaintiff hereby reasserts and re-alleges each and every allegation set forth above as fully as set forth here in verbatim.

8. Plaintiff, Defendant, and their sister, Defendant Cheryl Dean Willinger, are children, heirs at law, and named testamentary beneficiaries of decedent, L. Dean Fleming.
9. On or about February 21, 2001, the decedent, L. Dean Fleming, acquired the subject property located at 1453 Sparkleberry Aiken, South Carolina by Title of Real Estate of Betty W. Fleming by Title of Real Estate, which was recorded in the Register of Deeds of Aiken County in Deed Book 2006, Page 259.
10. On or about January 28, 2003, L. Dean Fleming was involved in a motor vehicle accident in Aiken County, South Carolina.
11. On or about January 28, 2003, L. Dean Fleming was transported from the scene of the accident to a hospital in Augusta, Georgia as a result of the severe injuries he sustained, which left him physically impaired and mentally impaired.
12. That upon information and belief, from on or about January 28, 2003 until April 17, 2003, L. Dean Fleming remained hospitalized in Augusta, Georgia.
13. That upon information and belief, L. Dean Fleming never regained physical or mental competency following the January 28, 2003 vehicle accident.
14. That upon information and belief, during the dates alleged, L. Dean Fleming was suffering a mental disability and by reason of the mental disability was incompetent to execute a valid Title to Real Estate or contract.
15. That upon information and belief, on April 13, 2003, L. Dean Fleming was still admitted to the hospital in Augusta, Georgia.
16. That upon information and belief, on April 13, 2003, a purported Title to Real Estate transferring property at 1453 Sparkleberry Lane, Aiken, South Carolina, from L. Dean

Fleming to L. Dean Fleming and Defendant Glen Fleming for a purchase price of \$5.00, was executed, purportedly by L. Dean Fleming.

17. That upon information and belief, on or about April 13, 2003, L. Dean Fleming, was unduly influenced by Defendant Glen Fleming or Defendant Glen Fleming acted himself to sign the purported Title of Real Estate, which is attached hereto and incorporated herein by reference as Exhibit "A".
18. That upon information and belief, on April 13, 2003, Defendant Glen Fleming knowingly took a South Carolina Notary to the hospital in Augusta, Georgia to execute a purported Title of Real Estate transferring property at 1453 Sparkleberry Lane, Aiken, South Carolina from L. Dean Fleming to Defendant Glen Fleming.
19. That upon information and belief, the South Carolina Notary, was not a licensed or commissioned notary for the State of Georgia and did not have authority to notarize the purported Title of Real Estate.
20. That on or about April 13, 2003, L. Dean Fleming, did not have the mental capacity to make a gift of the subject property to Defendant Glen Fleming and Defendant Glen Fleming did not have proper authority to gift real property of the L. Dean Fleming to himself.
21. On or about April 13, 2003, and at a time when L. Dean Fleming was mentally and physically incapacitated to such extent as to be wholly incapable of executing the purported Title of Real Estate or to understand the nature of his acts, and while he was under the coercion and undue influence of Defendant, Defendant procured the purported Title to Real Estate.

22. That upon information and belief, on or about April 13, 2003, Plaintiff alleges the Defendant knowingly and unlawfully had L. Dean Fleming purportedly execute Title to Real Estate or signed the purported Title to Real Estate himself and recorded the same with the Register of Deeds in Aiken County, South Carolina, Book 2301, Page 239, even though the document was physically signed in the state of Georgia and was improperly notarized by a South Carolina Notary.
23. That upon information and belief, at the time of the execution of the purported Title to Real Estate, L. Dean Fleming was physically restrained to his bed, mentally impaired, and unable to speak coherently.
24. That upon information and belief, the South Carolina Notary purportedly notarizing the purported Title to Real Estate never read the document aloud to the decedent nor appropriately notarized the purported Title to Real Estate.
25. That upon information and belief the Notary purportedly notarizing the purported Title to Real Estate did not have authority to notarize the document in the state of Georgia.
26. That upon information and belief, the Notary did not follow South Carolina Notary Laws for executing a Title to Real Estate for a mentally impaired and/or disabled grantor.
27. On or about January 13, 2006, Plaintiff moved into the property owned by L. Dean Fleming, at 1453 Sparkleberry Lane, Aiken, South Carolina.
28. L. Dean Fleming died on March 13, 2006, and an Estate was opened in Aiken County Probate Court, Case Number 2006-ES-02-0254.2.
29. That upon information and belief, that since January 13, 2006, the Plaintiff has openly and continuously resided at 1453 Sparkleberry Lane, Aiken, South Carolina.

30. The purported conveyance from L. Dean Fleming to the Defendant, was fraudulent and implemented in bad faith in an attempt to deprive Plaintiff of any interest in the subject property, as Plaintiff would otherwise have received a one third interest in the property through the probate of decedent's Will, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B".
31. Defendant breached a fiduciary duty and/or moral and legal duty to his family by this purported conveyance, and Plaintiff believes that it would be inequitable if this Title of Real Estate were not set aside by this Court.
32. Plaintiff alleges that as a consequence of these facts the purported Title to Real Estate is now, and at all times mentioned was, null and void and should be cancelled and set aside.
33. That upon an adjudication that the purported Title of Real Estate be set aside, the Plaintiff believes that it would be appropriate for the subject property to be considered an asset of the Estate of L. Dean Fleming, and proceed through the probate process with the Aiken County Probate Court, as Plaintiff has petitioned to re-open the Estate for Subsequent Administration.
- WHEREFORE, the Plaintiff prays that the purported Title to Real Estate from L. Dean Fleming to Defendant be set aside; that the subject property be included in the Estate of L. Dean Fleming for probate; and for such other and further relief as this Honorable Court deems proper.

MOORE BRADLEY MYERS LAW FIRM, P.A.

BY: s/ William H. Edwards
William H. Edwards, SC Bar No.:71199
Post Office Box 5709
West Columbia, South Carolina 29171
Phone: (803) 796-9160
Fax: (803)-791-8410
will@mbmlawsc.com
Attorney for Plaintiff

West Columbia, South Carolina
January 25, 2022

Exhibit “A”

DEED

VOL. 221 PAGE 239

10.00
STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

TITLE TO REAL ESTATE
(Title Not Examined)

KNOW ALL MEN BY THESE PRESENTS, That L. DEAN FLEMING, in the State aforesaid, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars to me paid by L. DEAN FLEMING and GLEN T. FLEMING, 1453 Sparkleberry Lane, Aiken, South Carolina 29803, in the State aforesaid, receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said L. DEAN FLEMING and GLEN T. FLEMING, for and during the term of their joint natural lives, and upon the death of either, the remainder to vest in the survivor thereof, his heirs and assigns, the following described real estate, to wit:

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being east of Powderhouse Road, approximately one (1) mile south of the City of Aiken, in Aiken County, South Carolina, being shown and designated as Lot No. 10, Green Valley Subdivision upon plat prepared by J. Hord Allen II, PLS, dated April 24, 1976, and recorded in Plat Book 5 at page 76, records of the RMC for Aiken County, South Carolina; reference being made to said plat for a more complete description thereof.

Being the same property conveyed to L. Dean Fleming and Betty W. Fleming by deed of Randall Lewis Schnabelrauch and Lori Deimling Schnabelrauch, dated May 23, 1997, and recorded May 23, 1997, in Title Book 1686 at page 225; the said Betty W. Fleming thereafter conveyed her interest in said property to L. Dean Fleming by deed dated February 24, 2001, and recorded February 21, 2001, in Title Book 2066 at page 259, records of the RMC for Aiken County, South Carolina.

Tax Parcel No. 00-158-01-082.

AIKEN COUNTY, S.C.	
00-158-01-082	
REC:	4-14-3
VAL:	4-13-3

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise

DEED
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incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **L. DEAN FLEMING** and **GLEN T. FLEMING**, for and during the term of their joint natural lives, and upon the death of either, the remainder to vest in the survivor thereof, his heirs and assigns forever.

AND I do hereby bind myself and my Heirs and Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said **L. DEAN FLEMING** and **GLEN T. FLEMING**, for and during the term of their joint natural lives, and upon the death of either, the remainder to vest in the survivor thereof, his heirs and assigns, against me and my heirs, and all persons whomsoever and all others lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof this 13 day of APRIL, in the year of our Lord Two thousand and Three and in the Two hundred twenty-seventh year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

(W) [Signature]
Signature of 1st witness
(NP) [Signature]
Signature of Notary as 2nd witness

(A) [Signature] (L.S.)
L. DEAN FLEMING
(B) _____ (L.S.)

My Commission Expires
SEPTEMBER 09, 2001

DEED
VOL 230/PAGE 241

STATE OF GEORGIA)
COUNTY OF Savannah (C))

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within L. DEAN FLEMING sign, seal and as his act and deed deliver the within Deed; and that (s)he with the other subscribing witness witnessed the execution thereof.

(W) Jan Walker
Signature of 1st witness

SWORN to before me this
13 day of APRIL, 2003.

(NP) William M. Hamelton (E.S.)
Signature of Notary Public for Georgia
My Commission expires: _____



My Commission Expires
SEPTEMBER 02, 2007

RETURN TO: Michael K. Farmer

4-14-03-164513
RECORDED
Michael K. Farmer
SAC AIKEN COUNTY

Date	4-14-03
SC Fee	
Co. Fee	EXEMPT
TOTAL	
Exemption #	

Exhibit “B”

Last Will and Testament

This ~~day of~~ ¹⁹⁷⁹ Middletown, Ohio.

In the ~~name of the~~ ^{presence of the} Bountiful Father of All.

I, L. Elan Fleming, an Ohio resident, being of lawful age; and under no undue influence or restraint, of sound ~~and disposing~~ ^{mind} and memory, do hereby make, publish and declare this as and for my ~~last~~ ^{last} Will and Testament, hereby revoking and declaring null and void all other Wills and Testaments or Codicils by me heretofore made.

I. I hereby direct that all of my just debts and funeral expenses be paid as soon after my decease as may conveniently be done.

II. All and singular, the rest, residue and remainder of my estate, real or personal, of whatever kind or description and where ever situate, of which I may be seized or possessed, or to which I may be entitled at the time of my decease, as which I may have the power to dispose of by Will, I give, devise and bequeath to my daughter Sherill Willinger, and Sons ~~and~~ Thomas Elan Fleming, Vance Mack Fleming, to be shared equally, absolutely, in fee simple & forever.

III. If any of the said beneficiaries should predecease me, or if we should die in a common accident, or if ~~we~~ ^{we} should die under circumstances that it is doubtful which of us died first, or if any of the before mentioned should die within thirty days after my death, then $\frac{1}{3}$ of the remainder of my Estate would go into the estate of that beneficiary.

IV. I nominate in this order as ~~Executors~~ ^{Executors} of my (Last Will & Testament) ~~the~~ ^{the} Sherill Willinger, ^{daughter,} ~~the~~ ^{the} Thomas Elan Fleming, my son, ^{and} Vance Mack Fleming, my son. I request that none of them be required to put bond in the performance of their duties.

ROA0019

executor, if & whenever in the settlement of my estate ^{she} deems it advisable at his or her own discretion, to sell all or part of my estate at public or private sale, and to execute all deeds, instruments of transfer or other writings necessary to convey full title to said property.

I authorize and empower my said executor at any & all times after my decease to compound, compromise, or otherwise settle or adjust any and all claims, against or in favor of my estate, in any manner, and any terms or conditions that she or he may believe just or expedient.

In testimony thereof, I have hereunto set my hand to this my Last Will and Testament, at Middletown, Ohio, this — day of — 1979.

Leslie Dean Fleming

The foregoing instrument was this 10 day of November 1979, at Middletown Ohio, in our joint presence, sight & hearing of Leslie Dean Fleming, signed, acknowledged, published and declared as & for his Last Will & Testament; he being, in our opinion, of lawful age, of sound, vigorous, disposing mind & memory and under no undue influence or restraint; whereupon we do immediately, here & now, in his presence and in the presence of each other, subscribe our ~~own~~ names as attesting witnesses as he requested us to do.

John H. Napper
Donna J. Napper

residing at Middletown, Ohio
residing at Middletown, Ohio

) COURT OF COMMON PLEAS
) 2021-CP-02-02457

[illegible]

) TRANSCRIPT OF RECORD

...

ROA0021

INDEXPAGE

There were no witnesses called.

EXHIBITSNODESCRIPTIONIDEVD

There were no exhibits introduced.

P R O C E E D I N G S

(WHEREUPON, proceedings commenced at 10:34 a.m.)

THE CLERK: Next is 2021-CP-02-02457, Glen Fleming vs. Vance Fleming. This is a magistrate's level appeal.

THE COURT: Good morning, Mr. Woodruff.

MR. WOODRUFF: Good morning, Judge. How are you?

THE COURT: I'm well, sir.

MR. WOODRUFF: And also, my client is present under the name of Glen Fleming. If we could admit him also, I'd appreciate it.

THE COURT: All right. And good morning, Mr. Edwards.

MR. EDWARDS: Good morning, Your Honor.

THE COURT: All right. Your client is actually already in, Mr. Woodruff. We've got him in.

MR. WOODRUFF: Thank you.

THE COURT: All right. So this is a civil appeal.

MR. WOODRUFF: Yes, ma'am.

THE COURT: All right. I'll hear from you.

MR. WOODRUFF: All right. Your Honor, just by way of background, the parties to this action is a brother against a brother. And this involves a home that is located in College Acres here in Aiken County. And the home was originally owned by the parties' father. And he, the father, deeded the property from the father's name

1 into the father and my client, Glen Thomas Fleming's name
2 in 2003, 19 years ago. And then in 2006, the father
3 passed away.

4 The father's estate was probated here in Aiken
5 County. At that time my client lived out of state. The
6 only other child other than the second brother that's a
7 party to this action, is being represented by Mr. Edwards,
8 was a daughter, and she lived in Tennessee. The daughter
9 was named as the personal representative of the estate
10 under a handwritten will. And that will was probated in
11 2006 here in Aiken County.

12 Since both of the -- I'm sorry. Since my client
13 lived out of state and the daughter, who was the personal
14 representative, lived out of state, the other brother, who
15 is Mr. Edwards' client, was appointed as the agent for
16 service of process. He signed a form agreeing to accept
17 service of process, and he certainly knew that the estate
18 was open.

19 And after the estate was closed, who moved into the
20 home was the mother of all of these parties. And the
21 mother brought the son, who is Mr. Edwards' client, into
22 the home with her. And so he has lived there basically
23 since the mother moved into the home. The mother passed
24 away this past spring, in spring of 2021, and the brothers
25 do not get along.

1 And it's interesting to note that in 2017, my client
2 did mortgage the property and now has a \$78,000 mortgage
3 on it. My client has been making mortgage payments on the
4 property. He's been paying all the property taxes, all
5 the insurance since 2006. He's been making the mortgage
6 payments since 2017. He pays about \$500 a month for the
7 mortgage which is \$6,000 a year. He's got taxes and
8 insurance of between \$2- to \$3,000 a year. So he's paying
9 at least \$8,000 a year, closer to \$9,000, to own this
10 home, and the brother refuses to get out.

11 This action was brought as an eviction action, notice
12 to quit action, before Judge -- Magistrate Judge Pat
13 Sullivan. Mr. Edwards became involved and is now
14 contesting the 2003 deed. He is saying, oh, it didn't
15 meet these formalities. The notary made a mistake when
16 her notary commission expired.

17 The deed had been prepared by Mike Farmer. It was
18 recorded by Mike Farmer in 2003. The RNC office in 2003
19 allowed it to be recorded.

20 But frankly, we think this is nothing but a ploy by
21 Mr. Edwards' client to stay in the home and to drag this
22 out as long as he can. We're talking about a deed that
23 was done 19 years ago, three years prior to the father's
24 death. It was to my client and the father, from the
25 father to my client and the father as joint tenants with

1 right of survivorship.

2 And what the magistrate did, what Judge Sullivan did
3 is he said I don't have jurisdiction to hear it because
4 Mr. Edwards has now said that there's a cloud on the title
5 and he just didn't have the authority to hear it.

6 We are appealing saying that -- and the basis of our
7 appeal is that the magistrate did commit an error of law.
8 He certainly had the right to rule on the 2003 deed. And
9 what we are asking this court is to find that the brother
10 that's represented by Mr. Edwards should be evicted.
11 There's no question my client owns the property.

12 If Mr. Edwards wants to contest the deed, then
13 there's an avenue that's available for him to do that.
14 That avenue is to petition to reopen the estate or for
15 subsequent administration of the estate. We have checked
16 as recently as this morning with the Aiken County Probate
17 Court. That was never -- has never been done, and that is
18 what I stated in my notice of appeal.

19 And we're asking this court go ahead and say that the
20 brother who's represented by Mr. Edwards should be
21 required to move out. This is costing my client between
22 \$7- -- I'm sorry -- between \$8- to \$9,000 a year. He's
23 basically lived there rent free since 2003. He's been
24 asked to leave since the mother's death, since spring of
25 last year, and he just refuses to leave. It's costing my

1 client a substantial amount of money.

2 And additionally, Your Honor, I would note two
3 things. If Mr. Edwards has ever filed a return to our
4 notice on appeal, I've never seen it. I will acknowledge
5 that Mr. Edwards did file this past Thursday an action in
6 Common Pleas, in Aiken County Court of Common Pleas,
7 basically seeking to overturn this 19-year-old deed. But
8 in that action that he filed, he never made the mortgage
9 company -- I don't know if he did a title examination
10 prior to filing this action to overturn the deed, but I
11 think you're going to have to make the mortgage company a
12 party to the action. And actually, I don't think that the
13 brother, who is Mr. Edwards' client, actually has the
14 right to file that action. I think that who would have to
15 file it would have to be the estate that would have to be
16 reopened through subsequent administration.

17 And so, Your Honor, all my client is trying to do is
18 to get his house back that he's paying a \$500 a month
19 mortgage on and to be able to move forward. This is
20 (unintelligible) gross injustice that has been committed
21 against my client, but it is based on the magistrate
22 taking the position that once somebody raises, oh, there's
23 a cloud on the title, the magistrate doesn't have
24 jurisdiction.

25 Thank you, Your Honor.

1 THE COURT: Thank you, Mr. Woodruff.

2 All right. Mr. Edwards, your response, sir?

3 MR. EDWARDS: Good morning, Your Honor.

4 I contacted the Aiken County Probate Court yesterday,
5 and I was told that they had received the application for
6 my client to reopen the estate for subsequent
7 administration and may not have been entered in their
8 system yet. But it has been sent to the Aiken County
9 Probate Court, Your Honor.

10 Additionally, this (unintelligible) counsel talks
11 about a grave injustice. I would argue that the grave
12 injustice has already occurred but not on his client, Your
13 Honor. This is -- was styled as a trespass case. So
14 inherent in proving a trespass case -- I'm sorry, Your
15 Honor. Did you lose me? I can't see you. Okay.

16 THE COURT: I can hear you.

17 MR. EDWARDS: Inherent in that, Your Honor, is that
18 the brother has to prove he's an owner and that my client
19 is not an owner. And so title is -- title to real estate
20 is a central issue in this case. Plaintiff's claims rest
21 on the validity of this deed that was reportedly executed
22 by their father on April 13, 2003. The deed is riddled
23 with problems both intrinsic and extrinsic. It should
24 never have been recorded by Aiken County RNC. I have
25 filed an action to set aside the deed and also to reopen

1 the estate.

2 The deed, Your Honor, is an instrument under seal,
3 and therefore, there's a 20-year statute of limitation
4 under South Carolina Code Section 15-3-520, and there are
5 several cases that I presented to the magistrate on that
6 as well. There's Cook vs. Cooper, 59 S.C. 860, which is
7 from 1901, talks about various attributes of sealed
8 instrument including saying -- having language like "by
9 these presents." And where there is an "LS" following the
10 signature line, and that's a Latin abbreviation for Locus
11 Sigilli, which means, I think, "place for the seal," there
12 is an attestation page on the deed that says "signed,
13 sealed and delivered." We believe there's plenty of
14 indicia that this is a sealed instrument, and therefore,
15 there's a 20-year statute of limitations which has not
16 expired.

17 The notary stamp is very interesting in this case,
18 Your Honor. It states that the commission expired
19 September 9, 2001, and that would be about two and a half
20 years before this deed was executed. Now, upon further
21 research, I do believe that this notary -- South Carolina
22 notary did have a valid commission at the time, however,
23 the stamp showed it had expired. So on its face that
24 would have been a reason not to have filed, not to have
25 recorded.

1 There are other problems with the note, Your Honor.
2 It claims -- the deed claims to have been executed in
3 South Carolina, but the attestation page says "State of
4 Georgia" at the top of it. The notary signature signs a
5 notary public from the State of Georgia, though uses
6 South Carolina notary seal stamp. So the expiration date
7 on the commission and having signed as a notary for the
8 State of Georgia are also problems on the face of this
9 deed that should have prevented it from ever being
10 recorded.

11 And, Your Honor, under South Carolina Code Section
12 30-5-30, before a deed can be recorded, it must be proved
13 by affidavit taken before a notary public -- and there are
14 other officials that can do it, but a notary public can do
15 it, and that's the only one that appears to have been
16 involved in this transaction. And the notary public must
17 affix his official seal within the State of his
18 appointment. And this notary is only commissioned in the
19 State of South Carolina. So it's not a properly notarized
20 deed, it's not properly attested, and should never have
21 been recorded on its face.

22 Your Honor, South Carolina Code Section 26-1-80
23 states that a South Carolina notary's jurisdiction does
24 not extend outside the borders of the state, and a notary
25 is required by South Carolina statute to include the

1 expiration date of his commission under South Carolina
2 Code Section 26-1-60 and 26-1-90(B)3.

3 Now, Your Honor, (unintelligible) extrinsic problems,
4 the father in January of 2003 was 82 years old. He was
5 involved in a terrible car wreck on January 28, 2003. We
6 submitted his medical records in the hearing below. He
7 was rear-ended and hit head on, his head slammed in the
8 steering wheel. He lost consciousness. He had to have
9 spine surgery. He had broken vertebrae and a brain
10 aneurysm. He was in the hospital from January 28th until
11 April 17, 2003. He was transferred to another facility.
12 But at the time he executed this purported deed on
13 April 13th of 2003, he was in the hospital. And he was in
14 the hospital in Augusta, Georgia at MCG. He was not in
15 the State of South Carolina when this purported deed was
16 executed.

17 The medical records are replete with evidence that he
18 was not competent. He's got altered mental status, he
19 couldn't get consent for the surgery, he's confused, he
20 has confused speech, he is disoriented, he's incoherent,
21 he's talking to people who aren't in the room, he's asking
22 when his wife would come see him. At that time he'd been
23 divorced for many years and not remarried. He'd been on a
24 ventilator, he had a tracheotomy, he had feeding tubes, he
25 was heavily medicated. There is even an entry on April 9,

1 2003, which is just a few days before this purported deed
2 was executed, that he's legally blind. And he's unable to
3 name family members at the bedside on April the 16th, just
4 three days later.

5 He was so -- the father was so out of it, Your Honor,
6 that he had to be restrained to the bed. There's numerous
7 entries in the medical records that he was restrained to
8 the bed even leading up to and including the date of the
9 purported execution of this deed. April 8th, April 10th,
10 April 12th, April 13th and April 14th there are entries in
11 the medical records that he is physically restrained to
12 the bed in a hospital in Georgia.

13 And he signed the deed -- or whoever signed the deed,
14 it was signed with an X. He did -- he does have a very
15 well, very nicely handwritten will, but this deed was
16 purportedly executed by him by just signing an X. And we
17 know that he was restrained to a hospital bed in the State
18 of Georgia on this date that it was purportedly executed
19 with limited capacity.

20 So, Your Honor, there's plenty of reasons that the
21 Court should question the validity of this deed. And
22 because it's a sealed instrument, there's a 20-year
23 statute of limitations in which my client has to challenge
24 the validity of this deed.

25 There also was problems with the notary's signing of

1 this deed. The notary was not allowed to notarize any
2 document outside the State of South Carolina. It was
3 clearly executed in the State of Georgia. It should never
4 have been recorded by the RNC.

5 Your Honor, and because -- if you look at the deed,
6 the property, it does not pass by by this -- sorry. The
7 property does not pass by way of this deed, if it is set
8 aside, then the property would pass through the residuary
9 clause of the father's will. And pursuant to the
10 residuary clause, it would go in equal shares to the
11 current parties and their sister. So if that is the case,
12 then my client is a one-third owner of the property and
13 therefore could not be a trespasser.

14 And because this is an issue of title to real
15 property, the lower court did not have jurisdiction under
16 SC Code Section 22-3-20(2) to make the determination about
17 title to real -- real property, and therefore, there was
18 no error of law.

19 THE COURT: All right.

20 MR. WOODRUFF: Your Honor?

21 THE COURT: You want to respond, Mr. Woodruff?

22 MR. WOODRUFF: Very briefly, if I may.

23 (Unintelligible) if there has been a petition for
24 subsequent administration, it has never been provided to
25 us by Mr. Edwards or by any other person. We've never

1 seen it. And here again, my assistant did call the
2 probate court this morning to confirm that they did not
3 have anything on file. And they did -- they did not.

4 And it's 19 years after the fact. Of course, we
5 haven't -- don't even want to get into the doctrine of
6 laches and collateral estoppel. Vance Fleming, who is
7 represented by Mr. Edwards, was actually given a mobile
8 home park, but now I guess he wants the mobile home park
9 and he also wants the -- the house, too.

10 He was part of the administration of the estate. He
11 served as the registered agent because he was the only
12 South Carolina resident for the estate back in 2006.

13 And Mr. Edwards keeps trying to beat up on this deed.
14 Who prepared the deed was Mike Farmer. Who -- who
15 recorded the deed was Mike Farmer. The RNC office took
16 it. It's been recorded. It's been recorded for 19 years.
17 It was recorded for 18 years back in October of 2021 when
18 we originally appeared before Judge Sullivan.

19 I think what Mr. Edwards is attempting to do and his
20 client, Vance Fleming, is they want to drag it out. The
21 problem with dragging it out is my client is being
22 financially penalized. It's costing him between \$8- to
23 \$9,000 a year in order to maintain a home that his brother
24 is living in. And sorry that the two brothers have a
25 dispute, but that happens.

1 And the only reason that the brother was there was
2 because my client's mother was there, and he wanted to
3 take care of his mother, and so he allowed his mother to
4 live in that home free. We're just simply asking that you
5 go ahead and evict Mr. Vance Fleming so that my client can
6 move forward.

7 Mr. Edwards has filed a lis pendens. It's still not
8 going to affect anything.

9 He has apparently not put the mortgage company on
10 notice.

11 And then we have other issues as to what the mortgage
12 company is going to do because obviously, when they
13 conducted a title examination back in 2017, they saw no
14 problems with the title. And then what I talked to my
15 client about is whether or not when he did mortgage it --
16 mortgage the property, whether he purchased owner's title
17 insurance. I know that the mortgage was done by SunTrust
18 Bank, but I think that was his bank in Florida because he
19 lives in Jacksonville, Florida.

20 Your Honor, we just want -- we just want Mr. Vance
21 Fleming removed from the property.

22 THE COURT: All right. Thank you, gentlemen. I'm
23 going to make a decision and get that to you quickly, all
24 right?

25 MR. WOODRUFF: Thank you, Judge.

1 MR. EDWARDS: Thank you, Your Honor.

2 THE COURT: Thank you, sir. All right.

3 (WHEREUPON, proceedings concluded at 10:56 a.m.)
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3 CERTIFICATE OF REPORTER

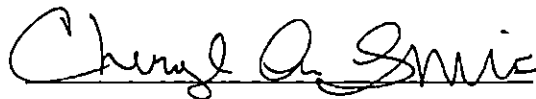
4 STATE OF SOUTH CAROLINA)

5 COUNTY OF AIKEN)
6

7 I, CHERYL A. SMITH, Official Court Reporter for the
8 Thirteenth Judicial Circuit of the State of South
9 Carolina, do hereby certify that the foregoing is a true,
10 accurate and complete Transcript of Record, to the best of
11 my ability based on the audio and notes provided, of the
12 digitally recorded proceedings had from the DCRP, Digital
13 Courtroom Recorder Project, and evidence introduced in the
14 trial of the captioned case, relative to appeal, in the
15 Court of Common Pleas for Aiken County, South Carolina, on
16 the 1st day of February, 2022.

17 I do further certify that I am neither of kin,
18 counsel, nor interest to any party hereto.
19

20 July 21, 2022

21
22 

23 Cheryl A. Smith, CVR-M

24 Court Reporter
25

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF AIKEN	)	<u>2021-CV-21-0900337</u>
	)	MAGISTRATE CIVIL CASE NUMBER
GLEN FLEMING,	)	
APPELLANT(S)	)	COURT OF COMMON PLEAS
	)	
VS.	)	NOTICE OF CIVIL APPEAL
	)	
VANCE FLEMING,	)	
RESPONDENT(S)	)	
_____	)	

The Plaintiff/Appellant Glen Fleming (hereinafter "Appellant") hereby gives notice of appeal from the judgment of the Magistrates' (Trial) Court in the above action, to the Circuit Court of Common Pleas, in the County of Aiken.

This Notice of Appeal is made within thirty (30) days of notice of the judgment, and the date on the Order which is being appealed is October 25, 2021. (A copy of the Order is attached hereto.)

The appellant's exceptions to the judgment of the Magistrate are set forth as follows:

- 1) The Trial Judge set forth in his Order, that the Defendant/Respondent (hereinafter "Respondent") alleges that he has a "...*claim of title to the property at 1453 Sparkleberry Lane, Aiken, South Carolina...*". Further, the Court ruled, as follows:

"The Magistrate, pursuant to South Carolina code Section 22-3-20(2), does not have jurisdiction to rule on issues relating to title to real property. Therefore, the Magistrate is without subject matter jurisdiction on the Motion for Ejectment, as cases in which the title to real property are raised may only be heard in the Circuit Court. The Court hereby dismisses the Plaintiff's Motion for Ejectment without prejudice."

- 2) Appellant would show unto this Court, he is the sole owner of the property which is the subject of this action. Prior to April 13, 2003, the subject property was vested solely in the name of the Appellant's father, L. Dean Fleming. On April 13, 2003, the said L. Dean Fleming executed a deed, granting the subject real property from L. Dean Fleming into "*L. Dean Fleming and Glen T. Fleming, for and during the term of their joint natural lives, and upon the death of either, the remainder to vest in the survivor thereof.*" (Said deed recorded at the Office of the R.M.C. for Aiken County, South Carolina, in Deed Book 2301, at page 239, on April 14, 2003, and a certified copy of the deed having been accepted into evidence at the Magistrates' Court hearing).
- 3) Approximately three years later, on March 16, 2006, the said L. Dean Fleming died testate (thereby vesting sole title into the Appellant), and his estate was administered by the Aiken County Probate Court. At the time of the hearing at the Magistrate's Court in 2021, the estate had not been re-opened to contest the 2003 deed, nor has any action been filed with the Aiken County Probate Court, to re-open the Estate.
- 4) Appellant would show, pursuant to the 2003 deed, he has co-owned the subject real property for the past eighteen (18) years, and has been the full owner of the subject property since 2006; Appellant would further argue the Respondent does not have any standing to contest Appellant's ownership of the subject property, as only a re-opened Estate of L. Dean Fleming, would ever have standing to attempt to attack the 2003 deed.

- 5) Appellant contends the Trial Court erred in making a finding the Respondent “*set forth evidence to support*” the allegation the Respondent “*has a claim of title to the property at 1453 Sparkleberry Lane, Aiken, South Carolina.*”
- 6) Appellant hereby requests this Court to overturn the finding of the Magistrates’ Court, as to Respondent having any right to claim any interest in the subject property, and Order that either:
 - a) the Respondent vacate the premises owned by the Appellant (being the relief originally sought in Magistrate’s Court); or
 - b) the matter be remanded to the Magistrate’s Court, with instructions for the Magistrate’s Court to find the only entity with standing to contest the 2003 deed, would be a re-opened Estate of L. Dean Fleming.

Dated at Aiken, South Carolina, this 17th day of November, 2021.

Respectfully Submitted,

WOODRUFF LAW OFFICE, LLC

s/Tom G. Woodruff, Jr.
TOM G. WOODRUFF, JR., Bar No.: 6215
Attorney for Appellant Glen Fleming
220 Richland Avenue, West
Aiken, South Carolina 29801
Phone: 803-649-1910
Email: tw@aikenlaw.com

STATE OF SOUTH CAROLINA	)	IN THE NEW ELLENTON SUMMARY COURT
	)	
COUNTY OF AIKEN	)	C.A. No.: 2021-CV-21-0900337
	)	
Glen Fleming,	)	
	)	ORDER
Plaintiff,	)	
	)	
vs.	)	
	)	
Vance Fleming,	)	
	)	
Defendant.	)	
_____	)	

This matter came before the Court on a Motion for Ejectment of Trespassers on October 4, 2021, filed by the Plaintiff on August 20, 2021. The Plaintiff filed the Motion for Ejectment for the purpose of ejecting the Defendant from a house located at 1453 Sparkleberry Lane. Aiken. South Carolina. 29803. The Defendant alleges that he has a claim of title to the property at 1453 Sparkleberry Lane. Aiken. South Carolina, 29803 and has set forth evidence to support that allegation.

The Magistrate, pursuant to South Carolina Code § 22-3-20(2), does not have jurisdiction to rule on issues relating to title to real property. Therefore, the Magistrate is without subject matter jurisdiction on the Motion for Ejectment. as cases in which the title to real property are raised may only be heard in the Circuit Court. The Court hereby dismisses the Plaintiff's Motion for Ejectment without prejudice.

THEREFORE

IT IS ORDERED that the MOTION FOR EJECTMENT be denied and dismissed without prejudice.

AND IT IS SO ORDERED.

New Ellenton, South Carolina

Oct 25, 2021



The Honorable Patrick D. Sullivan

2021CP0202457

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS

Glen Fleming)
10943 Indies Drive, N)
Jacksonville, Fl. 32246)

RETURN OF CIVIL APPEAL

Plaintiff)

2021CV0210900337

Vance Mack Fleming)
1453 Sparkleberry Lane)
Aiken, S.C. 29803)

Defendant)

FILED 12-10-21 1:00 PM
Robert J. White
C.C.P. & G.S.
Shadell Parks
Deputy Clerk

This matter is on appeal from the Summary Court of Aiken County, South Carolina, the Honorable Patrick D. Sullivan, Presiding Judge. The Plaintiff filed a Ejectment of Trespasser against the Defendant on August 20, 2021 seeking possession of the property located at 143 Sparkleberry Lane Aiken, S.C. A bench trial was held October 4th, 2021 with all parties present and represented by Atty. Tom Woodruff for the plaintiff and William Edwards for the defense.

The proceedings were:

- (X) recorded electronically
- () recorded by court reporter
- () recorded in writing by the Judge

The jury list was prepared pursuant to South Carolina Code: (N/A Bench Trial)

PAS

- ☐ Section 22-2-80 Selection of jury list for a single trial
- ☐ Section 22-2-90 Selection of jury list for scheduled terms of jury trials

and the parties were given the opportunity to exercise challenges on: N/A

The Parties offered the following items into evidence:

1. Deeds, Case Law, Copy of Mortgage, Last Will and Testament, and Health Records

The following copies are attached:

- ☒ Summons in Trespass
- ☐ Summons and Claim and Delivery
- ☐ Landlord-Tenant Rule to Show Cause
- ☐ Answer
- ☐ Counterclaim
- ☐ Judgment
- ☒ Notes of Judge
- ☒ Order
- ☐ Jury List
- ☐ List of witnesses and a summary of their testimony
- ☐ List of motions, a summary of the parties' positions and Court's ruling
- ☐ List of items offered into evidence, a summary of objections, Court's ruling
- ☒ Documents and exhibits put into the record
- ☒ Notice of Appeal
- ☒ Transcript of Hearing

December 8, 2021



Patrick D. Sullivan
Aiken County Summary Court Judge

LAW OFFICE OF
TOM G. WOODRUFF, JR., PA
A SOUTH CAROLINA PROFESSIONAL ASSOCIATION
220 RICHLAND AVENUE, WEST
AIKEN, SOUTH CAROLINA 29801

PHONE (803) 649-1910

FACSIMILE (803) 642-5622
E-MAIL: TW@AIKENLAW.COM

November 22, 2021

The Honorable Patrick D. Sullivan
Summary Court Judge
227 Gateway Drive, Suite 133
Aiken, South Carolina 29803

New Ellenton Summary Court

RECEIVED

By: Tom G. Woodruff, Jr.
Date: 11-23-2021

Re: Glen Fleming v. Vance Mack Fleming;
C/A No.: 2021-CV-02-10900337;
Notice of Appeal.

Dear Judge Sullivan:

You will please find enclosed herein, a copy of my Notice of Appeal, in the above referenced case.

Should you have any question regarding the above, please feel free to contact me.

Sincerely,


TOM G. WOODRUFF, JR.

TGW/nj

Enclosure as stated.

cc: Mr. William H. Edwards
Moore Taylor Law Firm, P.A.
Post Office Box 5709
West Columbia, South Carolina 29171

STATE OF SOUTH CAROLINA	)	
COUNTY OF AIKEN	)	<u>2021-CV-21-0900337</u>
GLEN FLEMING,	)	MAGISTRATE CIVIL CASE NUMBER
APPELLANT(S)	)	
VS.	)	COURT OF COMMON PLEAS
VANCE FLEMING,	)	NOTICE OF CIVIL APPEAL
RESPONDENT(S)	)	
_____	)	

The Plaintiff/Appellant Glen Fleming (hereinafter "Appellant") hereby gives notice of appeal from the judgment of the Magistrates' (Trial) Court in the above action, to the Circuit Court of Common Pleas, in the County of Aiken.

This Notice of Appeal is made within thirty (30) days of notice of the judgment, and the date on the Order which is being appealed is October 25, 2021. (A copy of the Order is attached hereto.)

The appellant's exceptions to the judgment of the Magistrate are set forth as follows:

- 1) The Trial Judge set forth in his Order, that the Defendant/Respondent (hereinafter "Respondent") alleges that he has a "...claim of title to the property at 1453 Sparkleberry Lane, Aiken, South Carolina...". Further, the Court ruled, as follows:

"The Magistrate, pursuant to South Carolina code Section 22-3-20(2), does not have jurisdiction to rule on issues relating to title to real property. Therefore, the Magistrate is without subject matter jurisdiction on the Motion for Ejectment, as cases in which the title to real property are raised may only be heard in the Circuit Court. The Court hereby dismisses the Plaintiff's Motion for Ejectment without prejudice."

- 2) Appellant would show unto this Court, he is the sole owner of the property which is the subject of this action. Prior to April 13, 2003, the subject property was vested solely in the name of the Appellant's father, L. Dean Fleming. On April 13, 2003, the said L. Dean Fleming executed a deed, granting the subject real property from L. Dean Fleming into "*L. Dean Fleming and Glen T. Fleming, for and during the term of their joint natural lives, and upon the death of either, the remainder to vest in the survivor thereof.*" (Said deed recorded at the Office of the R.M.C. for Aiken County, South Carolina, in Deed Book 2301, at page 239, on April 14, 2003, and a certified copy of the deed having been accepted into evidence at the Magistrates' Court hearing).
- 3) Approximately three years later, on March 16, 2006, the said L. Dean Fleming died testate (thereby vesting sole title into the Appellant), and his estate was administered by the Aiken County Probate Court. At the time of the hearing at the Magistrate's Court in 2021, the estate had not been re-opened to contest the 2003 deed, nor has any action been filed with the Aiken County Probate Court, to re-open the Estate.
- 4) Appellant would show, pursuant to the 2003 deed, he has co-owned the subject real property for the past eighteen (18) years, and has been the full owner of the subject property since 2006; Appellant would further argue the Respondent does not have any standing to contest Appellant's ownership of the subject property, as only a re-opened Estate of L. Dean Fleming, would ever have standing to attempt to attack the 2003 deed.

- 5) Appellant contends the Trial Court erred in making a finding the Respondent *"set forth evidence to support"* the allegation the Respondent *"has a claim of title to the property at 1453 Sparkleberry Lane, Aiken, South Carolina."*
- 6) Appellant hereby requests this Court to overturn the finding of the Magistrates' Court, as to Respondent having any right to claim any interest in the subject property, and Order that either:
 - a) the Respondent vacate the premises owned by the Appellant (being the relief originally sought in Magistrate's Court); or
 - b) the matter be remanded to the Magistrate's Court, with instructions for the Magistrate's Court to find the only entity with standing to contest the 2003 deed, would be a re-opened Estate of L. Dean Fleming.

Dated at Aiken, South Carolina, this 17th day of November, 2021.

Respectfully Submitted,

WOODRUFF LAW OFFICE, LLC

s/Tom G. Woodruff, Jr.
TOM G. WOODRUFF, JR., Bar No.: 6215
Attorney for Appellant Glen Fleming
220 Richland Avenue, West
Aiken, South Carolina 29801
Phone: 803-649-1910
Email: tw@aikenlaw.com

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE NEW ELLENTON SUMMARY COURT

) C.A. No.: 2021-CV-21-0900337

Glen Fleming,

Plaintiff,

) ORDER

vs.

Vance Fleming,

Defendant.

This matter came before the Court on a Motion for Ejectment of Trespassers on October 4, 2021, filed by the Plaintiff on August 20, 2021. The Plaintiff filed the Motion for Ejectment for the purpose of ejecting the Defendant from a house located at 1453 Sparkleberry Lane, Aiken, South Carolina, 29803. The Defendant alleges that he has a claim of title to the property at 1453 Sparkleberry Lane, Aiken, South Carolina, 29803 and has set forth evidence to support that allegation.

The Magistrate, pursuant to South Carolina Code § 22-3-20(2), does not have jurisdiction to rule on issues relating to title to real property. Therefore, the Magistrate is without subject matter jurisdiction on the Motion for Ejectment, as cases in which the title to real property are raised may only be heard in the Circuit Court. The Court hereby dismisses the Plaintiff's Motion for Ejectment without prejudice.

WHEREFORE

IT IS ORDERED that the MOTION FOR EJECTMENT be denied and dismissed without prejudice.

AND IT IS SO ORDERED.

New Ellenton, South Carolina

Oct 25, 2021



The Honorable Patrick D. Sullivan

STATE OF SOUTH CAROLINA	)	
COUNTY OF AIKEN	)	<u>2021-CV-21-0900337</u>
GLEN FLEMING,	)	MAGISTRATE CIVIL CASE NUMBER
	)	
APPELLANT(S)	)	<u>2021-CP-02-02457</u>
	)	COURT OF COMMON PLEAS CASE NO.
VS.	)	
	)	CERTIFICATE OF SERVICE
VANCE FLEMING,	)	<i>(Notice of Appeal)</i>
	)	
RESPONDENT(S)	)	
_____	)	

I, Tom G. Woodruff, Jr., attorney for the Plaintiff/Appellant herein, hereby certifies that I served a copy of the NOTICE OF APPEAL on The Honorable Patrick D. Sullivan, Judge of the New Ellenton Summary Court and William H. Edwards, Esq., counsel for the Defendant/Respondent Vance Fleming, by depositing copies of the same with the United States Postal Service, with proper postage, and sent addressed as follows:

The Honorable Patrick D. Sullivan
 New Ellenton Summary Court
 227 Gateway Drive, Ste. 133
 Aiken, SC 29803
 Email: psullivan@aikencountyse.gov

and

William H. Edwards, Esq.
 PO Box 5709
 West Columbia, SC 29171
 Email: will@mttlaw.com

Dated at Aiken, South Carolina, this 22nd day of November, 2021.

WOODRUFF LAW OFFICE, LLC

s/Tom G. Woodruff, Jr.
 TOM G. WOODRUFF, JR., Bar No.: 6215
 Attorney for Appellant Glen Fleming
 220 Richland Avenue, West
 Aiken, South Carolina 29801
 Phone: 803-649-1910
 Email: tw@aikenlaw.com

1 STATE OF SOUTH CAROLINA) IN THE COURT OF THE MAGISTRATE
2)
3 COUNTY OF AIKEN)
4
5 GLEN FLEMING)
6 PLAINTIFF(S))
7)
8 VS) CIVIL HEARING TRANSCRIPT
9) CASE NO.: 2021CV0210900337
10 VANCE MACK FLEMING)
11 DEFENDANT(S))
12
13
14

15 THE COURT Aiken County Summary Court's in session
16
17 on the record this the 4th day of October,
18
19 2021, case CV0210900337. This is an
20
21 Ejectment of Trespassers filed before the Court on August 20th. Service
22
23 perfected the 26th, I believe it indicates. All parties are present in court
24
25 and/or accompanied by their attorneys, Mr. Tom Woodruff for the
26
27 Plaintiff, and Mr. William Edwards for the Defense. Mr. Woodruff,
28
29 would you like to make an opening statement?
30

31 COUNSEL FOR PLAINTIFF Your Honor, this ---

32
33 THE COURT And before you get started just for the
34
35 record, the property in question is 1453
36
37 Sparkleberry Lane. Is that ---

38
39 COUNSEL FOR PLAINTIFF Yes, sir.

40
41 THE COURT All right. I just wanted to make sure we had
42
43 it right. Mr. Woodruff.
44
45

1 COUNSEL FOR PLAINTIFF

Your Honor, just for the Court's education

2
3 as to what's going on, both Mr. Fleming,

4
5 my client, Glen Tom Fleming, and his

6
7 brother, Vance Fleming, are the parties. This is pretty much an open and

8
9 shut case as far as we're concerned. My client was deeded the property

10
11 by a deed from his father that gave the property to my client and his

12
13 father as joint tenants with right of survivorship, which meant that

14
15 whoever lived the longest would receive the entire property. Mr.

16
17 Dean Fleming, the father of both of these individuals, passed away on

18
19 March 13, of 2006, and at that point in time my client became fully

20
21 vested with the property. The deed granting the property to both the

22
23 father and to my client, the son, was dated 2003. It was prepared by

24
25 Michael K. Farmer. Michael Farmer recorded it. This deed has never

26
27 been contested. I have a certified copy that I obtained on Friday from

28
29 the Aiken County RMC office. I do have a copy of Mr. Dean Fleming's

30
31 obituary from the Augusta Chronicle. I don't think and the only reason I

32
33 brought this is just in case somebody was trying to contest the fact that

34
35 the father was not deceased.

36
37 THE COURT

Right. Understood.

38
39 COUNEL FOR PLAINTIFF

But I think that they're going to

40
41 acknowledge that the father did pass away

42
43 on March 13th. The mother of these two

44
45 parties continued to live after the death of her husband. She lived at this

1 property in College Acres until she passed away in April of this year.
2
3 Her name was Betty Fleming and Betty Fleming actually brought Vance
4
5 Fleming in to live with him live with her and we contend he's not taking
6
7 care of the property. My client has a mortgage on the property. He's
8
9 paying the mortgage. He's paying the taxes. He's paying the insurance.
10
11 Mr. Dean Fleming, the Defendant's just letting the property go. We've
12
13 asked him to leave and he refuses to leave. As far as we're concerned
14
15 it's pretty open and shut. If you want me to call my client to get in the
16
17 certified copy of the deed I'll be happy to do that. We'll let him testify that
18
19 he's asking him to leave, but we're just asking him to leave.

20
21 THE COURT Okay, and I'll take that as an opening
22
23 statement. Let Mr. Edwards make some
24
25 remarks and then we'll go back to you
26
27 and, if necessary, you can call in a witness and we'll get that in. Yes,
28
29 sir.

30
31 COUNSEL FOR DEFENSE Thank you, Your Honor. May it please the
32
33 Court. As a preliminary matter I don't
34
35 have a problem with certified copies or
36
37 records custodian documents coming in. I think it will speed things up
38
39 and help the Court.

40
41 THE COURT Sure.

42
43 COUNSEL FOR DEFENSE Your Honor, in order to prevail in this case
44
45 the Plaintiff has to prove two things.
46

Number one, that he owns the property and number two, that my client does not. That is the burden that the Plaintiff has, Your Honor. The deed, I've looked at it. I have I don't believe I've seen the one that the Counsel has, but I believe I have a copy of it and there's a lot of problems with it, Your Honor. I believe it's defective on its face and should never have been recorded and it's also it's an instrument under seal. So there's a twenty-year statute of limitations for instruments filed under seal and it hasn't been twenty years yet and my client intends to move to set aside this deed and here's some of the problems with it, Your Honor. It is not properly notarized. Mr. Fleming, the father, was chained to his bed in a hospital in Georgia and it purports to have been notarized by a South Carolina notary, who can't notarize documents outside the State of South Carolina. Your Honor, I looked up Mr. Harrelson, who appears to be the notary. He's not notarized in Georgia. I'm got printouts from the Georgia Secretary of State's office. He's not a notary in Georgia. The last page of the deed, in fact, says State of Georgia at the top. Also, this is interesting, Your Honor, the deed indicates Mr. Fleming, the father, signed it with an 'X', but it's not properly denoted by the notary, as the statute requires the notary to note signed by a mark, an X, by Mr. Fleming in my presence. It's not done that way. Also, Your Honor, why I understand there may be some evidence that Mr. Harrelson did have a legitimate commission at the time he signed this, the stamp that he stamped it with was from

1 September 09, 2001. That is a year-and-a-half before he purports to have
2
3 notarized this deed.
4

5 THE COURT

As an expiration date?

6
7 COUNSEL FOR DEFENSE

Yes, sir. Yes, sir. His expiration of his
8
9 notary. Now he may well have had one
10
11 that was current, but he used a stamp

12
13 that says it was not current. So on its face it's defective. He acted
14
15 outside of his authority as a notary to notarize documents out of state.
16
17 It should never have been recorded. It is a document under seal. So
18
19 there's a twenty-year statute of limitations. I know this court doesn't
20
21 have jurisdiction to make determinations about ownership of real
22
23 property. That would have to go under the Circuit Court, but there's
24
25 still time to challenge this deed have it set aside and that's what my
26
27 client intends to do, Your Honor, and under the will, Your Honor,
28
29 and I've got a certified copy of the will from Aiken County Probate
30
31 Court.
32

33 THE COURT

That was the father's will?

34
35 COUNSEL FOR DEFENSE

Father's will, yes, sir, Your Honor.

36
37 Mr. L. Dean Fleming. Paragraph two of the
38
39 will indicates that his residuary estate

40
41 should go in three equal shares to these parties and their sister. So if this
42
43 deed is ineffective, deficient on its face as it is, and the residuary clause
44
45 in the will indicates that all three of them are owners then my client has
46

1 an ownership interest in the property; therefore, he cannot be a trespasser
2
3 and cannot be ejected. Thank you, Your Honor.
4

5 COUNSEL FOR PLAINTIFF Your Honor, in rebuttal, could I just go over
6
7 a couple things?
8

9 THE COURT Certainly. Sure.

10
11 COUNSEL FOR PLAINTIFF Number one, we got a deed. The deed was
12
13 recorded on April 14, 2003, eighteen years
14
15 ago. It was recorded and was returned to
16

17 Michael K. Farmer. On its face this is a valid deed. Prima facia it is a
18
19 valid recorded deed. Opposing counsel, and I understand he's got to make
20
21 some argument, is saying well, we don't think it is a valid deed, but it's
22
23 recorded. We haven't done anything about it in eighteen years, but we're
24
25 going to file an action to have this deed overturned. Going to. They hadn't
26
27 done anything yet. We've got a copy of the will. Honestly, I haven't seen
28
29 a copy of the will that -- what opposing counsel did not say is he didn't
30
31 say we filed a petition to reopen the estate of L. Dean Fleming, both of
32
33 these parties father, hadn't done it. There's a mortgage on the property.
34
35 I don't know if opposing counsel thinks it's fair that we should continue
36
37 to make the mortgage payments on the property while litigation drags
38
39 out for two years or if they never filed anything, but the bottom line is
40
41 there's a valid deed that is prima facia considered to be valid. It would
42
43 not have been recorded if it was not considered to be valid. It was
44
45 prepared and recorded by Michael K. Farmer, that I would argue
46

1 probably between Mike Farmer and Burt Poston those were the two
2
3 finest real estate attorneys in Aiken County in 2003 and I just want to
4
5 go ahead and get into evidence, the recorded deed ---
6
7 THE COURT I don't think Mr. Edwards has any
8
9 argument with that. If you want to take a
10
11 look at it that's fine.
12
13 COUNSEL FOR DEFENSE I'd just like to look at it. I'd just like to look
14
15 at it first.
16
17 THE COURT Just confirm that it is on the subject that
18
19 we're talking about.
20
21 COUNSEL FOR DEFENSE Just confirm it looks like my copy. No
22
23 objection, Your Honor.
24
25 THE COURT All right.
26
27 COUNSEL FOR PLAINTIFF Your Honor, if there's no objection again
28
29 we'd go ahead and introduce this as ---
30
31 THE COURT Certainly. We will mark that as Plaintiff's
32
33 One.
34
35 COUNSEL FOR PLAINTIFF Thank you, Your Honor.
36
37 THE COURT All right, and then there was mentioned
38
39 Mr. Edwards that you had a copy of a will?
40
41 COUNSEL FOR DEFENSE Yes, sir.
42
43 THE COURT Do you have any extra copies?
44
45 COUNSEL FOR DEFENSE I do, Your Honor.
46

1 THE COURT All right. If you'll pass one over to Mr.
2 Woodruff and one to the Court and I'll give
3 you a moment Mr. Woodruff to review that
4 and we'll the Court will listen to arguments whether we enter that into
5 evidence.
6
7
8
9
10
11 COUNSEL FOR PLAINTIFF Well, Your Honor, I would go ahead and
12 inform the Court, I've never seen it, and I
13 object to it being introduced into evidence.
14
15
16
17 THE COURT That's fine. Take a look at it.
18
19 COUNSEL FOR PLAINTIFF And the reason I object to it being
20 introduced into evidence is this is not an
21 action to in probate court dealing with a
22 will. This is an action ---
23
24
25
26
27 THE COURT Certainly. Over possession of this property.
28
29 COUNSEL FOR PLAINTIFF Over possession of this property. If
30 opposing counsel wants to file an action in
31 Common Pleas to set aside that deed he has
32 the right to do that. He hasn't done it, according to his own admission, and
33 I checked yesterday to see if an action had been filed on anything. Of
34 course, if he had filed it after basically 4:30 on Friday afternoon it
35 wouldn't have shown up and to the best of my knowledge there hasn't
36 been anything filed with Aiken County Probate Court. So, Your Honor,
37 I object to the introduction of any copy of a will.
38
39
40
41
42
43
44
45
46

1	THE COURT	All right. Any argument, Mr. Edwards?
2		
3	COUNSEL FOR DEFENSE	Your Honor, I have a certified copy to hand
4		
5		to the Court for the Court's consideration,
6		
7		along with a larger full a legal sized copy.
8		
9	COUNSEL FOR PLAINTIFF	Your Honor, I would object to ---
10		
11	THE COURT	Understood. Objections on the record. The
12		
13		Court's going to accept it and mark it
14		
15		Defendant's Exhibit One. The Court may
16		
17		or may not use it but I want I can tell you now I'm going to take this
18		
19		under advisement. I want everything I can have in front of me.
20		
21		Anything else or any possible exhibits from either side? Anything else
22		
23		from you Mr. Woodruff, exhibit wise?
24		
25	COUNSEL FOR PLAINTIFF	No, sir.
26		
27	THE COURT	All right.
28		
29	COUNSEL FOR PLAINTIFF	As long as they acknowledge that the father
30		
31		did pass away on March 13, 2006.
32		
33	COUNSEL FOR DEFENSE	Yes, sir. We acknowledge that.
34		
35	THE COURT	All right, sir.
36		
37	COUNSEL FOR PLAINTIFF	So we have a stipulation that L. Dean
38		
39		Fleming did pass away.
40		
41	THE COURT	Sure. The Court will take judicial notice of
42		
43		that and Mr. Edwards you had some other --
44		
45	COUNSEL FOR DEFENSE	Yes, sir, Your Honor. I have two other
46		

1 proposed exhibits.
2
3 THE COURT Okay. If you would let's go ahead and get
4 those out of the way as well.
5
6
7 COUNSEL FOR DEFENSE Yes, sir, Your Honor. The first one is this
8 is a printout from the Georgia Secretary of
9 State's Office. I'd ask the Court to take
10 judicial notice of this. I did a search for Mr. Willie Harrelson as a notary
11 public in the State of Georgia and all the results came back as no record.
12
13
14
15
16
17 THE COURT All right.
18
19 COUNSEL FOR PLAINTIFF Your Honor, I object. If he wants to get a
20 document from the Georgia Secretary of
21 State that is properly admissible, which
22 an internet search is not, then I think he could attempt to admit it, but
23 Your Honor, as far as just anything that is unsealed, or not acknowledge
24 as being true and accurate by the Georgia Secretary of State, which I
25 think that opposing counsel is acknowledging he did not, I object to it.
26
27 Your Honor, in full candor I don't even think we need to go that far. The
28 deed is prima facie evidence and it's a recorded deed in Aiken County.
29
30
31
32
33
34
35
36
37 THE COURT Understood. It's a very good argument, but
38 I want to arm the Court with everything
39 that is here in case a decision otherwise
40 comes back.
41
42
43
44
45 COUNSEL FOR PLAINTIFF Your Honor ---
46

1 THE COURT So I'm going to allow this and mark it as
2
3 Defendant's Exhibit Two. Anything else
4
5 Mr. Edwards?
6
7 COUNSEL FOR DEFENSE Yes, sir, Your Honor. I have a Records
8
9 Custodian affidavit with a hundred-and-fifty
10
11 pages of medical records of the father from
12
13 Augusta University that I would like to enter into the record and I've got
14
15 a copy that's tabbed both for counsel and the Court.
16
17 THE COURT And this is these two gentlemen's father's
18
19 medical records?
20
21 COUNSEL FOR DEFENSE Father. Yes, sir, and this is from --
22
23 THE COURT And the purpose of you entering those into
24
25 this case is what?
26
27 COUNSEL FOR DEFENSE He had a very bad car wreck in late
28
29 January of 2003. He was hospitalized in
30
31 Georgia, in the State of Georgia, until
32
33 April 17th. This purported deed was executed on April 14th. These records
34
35 indicate he was chained to the bed in April on April 14th, which indicates
36
37 he was in the State of Georgia when he purportedly executed this deed,
38
39 which is notarized by somebody who's not a notary in Georgia. Who is a
40
41 notary in South Carolina maybe and cannot notarize documents out of
42
43 State and it shows that the deed should not have been recorded because
44
45 it's defective. The deed itself says it was executed in the State of Georgia.
46

1 So it's defective on its face, Your Honor. This is further evidence that it
2
3 was executed outside South Carolina
4

5 THE COURT All right. Pass a copy over to Mr. Woodruff.

6
7 COUNSEL FOR PLAINTIFF I would like to see that.

8
9 THE COURT I expect that he ---

10
11 COUNSEL FOR PLAINTIFF With certification. Is this the original?

12
13 COUNSEL FOR DEFENSE This one is.

14
15 COUNSEL FOR PLAINTIFF Your Honor, here again, it appears opposing
16
17 counsel is attempting to introduce copies
18
19 into the record that are not original.
20

21 Additionally, and I hate to bring up a complaint about the notary statute, if
22
23 he's attempting to introduce notarized records that are a copy that do not
24
25 have a seal on them. I think that every first year law student learns that if
26
27 you're going to introduce documents that were signed and notarized
28
29 outside of the State of South Carolina it has to have a seal or a stamp on it.
30
31 There is not a seal nor a stamp on these. These are clearly inadmissible.
32
33 But if, Your Honor, it goes back to the I understand opposing counsel
34
35 needs some kind of defense, but it's not proper. It may be proper in some
36
37 type of action in Common Pleas to set aside the deed, but that action
38
39 hasn't been filed. We don't know if it's going to be filed. Opposing
40
41 counsel says yeah, I plan on doing it, but these are clearly inadmissible.
42
43 It's not an original. There's not an original signature. There's not a notary
44
45 seal on it.
46

1 THE COURT All right. The Court will allow it. Mark it
2
3 Defendant's Exhibit Three. Same reasons as
4
5 before. I doubt very seriously that it will be
6
7 part of any kind of decision from the Court, but the Court wants to be
8
9 prepared. Anything else in the form of written documents?
10
11 COUNSEL FOR DEFENSE Not from the Defendant, Your Honor.
12
13 THE COURT Anything from you Mr. Woodruff?
14
15 COUNSEL FOR PLAINTIFF No, sir, Your Honor, and Your Honor in
16
17 order to speed things up my client would
18
19 only testify as to two matters. Number one,
20
21 that he owns the property. Number two, he's asked his brother to leave
22
23 and his brother refuses to leave. That would be the extent of --
24
25 THE COURT Of any further evidence from the Plaintiff?
26
27 COUNSEL FOR PLAINTIFF That would be it and Your Honor ---
28
29 THE COURT You've provided that for us. Any argument
30
31 with that other than the ones you've already
32
33 made Mr. Edwards?
34
35 COUNSEL FOR DEFENSE No, as far as the Plaintiff ---
36
37 THE COURT I mean, we understand your argument about
38
39 the property ownership issue, but that your
40
41 client's been asked to leave?
42
43 COUNSEL FOR DEFENSE Oh, I don't I don't dispute that, Your Honor.
44
45 THE COURT Okay. All right, and if you would pass up
46

1		those medical records that I decided on.
2		
3	COUNSEL FOR DEFENSE	Sure, Your Honor.
4		
5	THE COURT	I have a question if the parties would be so
6		inclined to allow me to ask a question of
7		Mr. Edwards. No problem?
8		
9		
10		
11	COUNSEL FOR PLAINTIFF	I have no problem.
12		
13	THE COURT	You referenced a statute earlier when you
14		began?
15		
16		
17	COUNSEL FOR DEFENSE	Yes, sir.
18		
19	THE COURT	Do you have copies of it or is it something
20		in particular or were you generally speaking
21		of ---
22		
23		
24		
25	COUNSEL FOR DEFENSE	I do, Your Honor.
26		
27	THE COURT	All right.
28		
29	COUNSEL FOR DEFENSE	Give me just one second.
30		
31	THE COURT	Certainly. That's fine.
32		
33	COUNSEL FOR DEFENSE	Your Honor, I've got a statute and case law
34		about a deed being an instrument under seal
35		with a twenty-year statute of limitations.
36		
37		
38		
39	THE COURT	Sure. Any argument with that Mr.
40		Woodruff?
41		
42		
43	COUNSEL FOR PLAINTIFF	Your Honor, I would stipulate that the
44		normal statute of limitations is three-years. I
45		
46		

1 would also stipulate that a document under
2
3 seal does, in fact, have a twenty-year statute of limitations.
4
5 THE COURT Okay.
6
7 COUNSEL FOR PLAINTIFF And judge, just by way of explanation as to
8
9 the rationale for that is most mortgages are
10
11 under seal.
12
13 THE COURT Correct.
14
15 COUNSEL FOR PLAINTIFF And there's a lot of times that a mortgage is
16
17 not foreclosed on within a three-year time
18
19 period. That is the rationale for having a
20
21 ten-year, I'm sorry, for having a twenty-year statute of limitations for
22
23 documents under seal.
24
25 THE COURT Seal. Certainly.
26
27 COUNSEL FOR PLAINTIFF But, Your Honor, I would also note that
28
29 under my understanding of South Carolina
30
31 law and I wasn't expecting this argument.
32
33 I don't know how opposing counsel's going to reopen an estate that has
34
35 been closed for more than ten years.
36
37 THE COURT Well, my second question was going to be
38
39 to either one of y'all who could answer in
40
41 regard and I believe the father is L. Dean
42
43 Fleming?
44
45 COUNSEL FOR PLAINTIFF Correct.
46

1 COUNSEL FOR DEEFENSE Yes, sir.
2
3 THE COURT And he's passed, as well as his wife, and
4
5 has both of those estates been settled and
6
7 closed?
8
9 COUNSEL FOR PLAINTIFF Well, Judge, number one, the estate for
10
11 L. Dean Fleming was resolved in I'm going
12
13 to guess not later than 2008. That's number
14
15 one. As far as Betty Fleming, Betty Fleming died in April of this year. So
16
17 her estate is still open, but she had no interest ---
18
19 THE COURT Was not mentioned in any of the ---
20
21 COUNSEL FOR PLAINTIFF She had no interest in the property. The only
22
23 way she even comes into play is my client
24
25 allowed his mother to live ---
26
27 THE COURT To stay in the house.
28
29 COUNSEL FOR PLAINTIF ---you know, that home that he got from his
30
31 father. The mother brought the other Mr.
32
33 Vance Fleming into the home and that's
34
35 how he got into the home.
36
37 THE COURT Right. Right.
38
39 COUNSEL FOR PLAINTIFF That he now refuses to leave. So as far as
40
41 Betty Fleming her estate has not been
42
43 completed but she has nothing to do with
44
45 this property.
46

1 THE COURT Right. No issue in it. All right. Yes, sir.
2
3 COUNSEL FOR DEFENSE Your Honor, here's the statute and case law
4
5 as to the twenty-year statute of limitations
6
7 on sealed instruments.
8
9 THE COURT All right, and again, that's something that I
10
11 may use or may not.
12
13 COUNSEL FOR DEFENSE Yes, sir.
14
15 THE COURT And I'll tell you I'll be as forthright. My
16
17 first concern is the deed and I will decide
18
19 whether if it's on face value and take it,
20
21 as with Mr. Woodruff's argument, I will go forward and order the
22
23 ejectment. If for some reason I deem it defective I'm going to send
24
25 y'all to the Master. That's basically the two avenues that I see that the
26
27 Court has. Anything else for the record before we close?
28
29 COUNSEL FOR PLAINTIFF Yes, sir, Your Honor. Since you have
30
31 already given an indication that if the
32
33 Court chooses not to accept a recorded
34
35 deed, that has been recorded for eighteen years as prima facia evidence
36
37 of ownership and send it to the Master, I would ask the Court to take
38
39 judicial notice that my client is paying a mortgage. He's paying taxes.
40
41 He's paying insurance on this home and if the brother is allowed to
42
43 just remain there, and we contend that he's not taking care of the
44
45 property, it would be a tremendous windfall to the brother, and
46

1 realistically you refer this to the Master in Equity when are we going
2
3 to go to court? We're going to go to court possibly in a year.
4
5 THE COURT Understood. Understood. The only
6
7 reason I would send it on to the Master
8
9 is that if I decided this court didn't have
10
11 jurisdiction. That's what, you know, I'm going to pour over the deed and
12
13 research the law and any kind of cases that may have be there to give
14
15 the Court some guidance and that brought you mentioned the mortgage.
16
17 When was the mortgage done?
18
19 COUNSEL FOR PLAINTIFF The mortgage was done approximately five
20
21 years ago and the mortgage was, I have a
22
23 copy of it, and I don't think that opposing
24
25 counsel actually was aware that there was a mortgage on the property.
26
27 THE COURT And it's solely in your client's name?
28
29 COUNSEL FOR PLAINTIFF It is solely in my client's name.
30
31 THE COURT And I suppose the title was searched--
32
33 UNKNOWN SPEAKER Yes, sir.
34
35 THE COURT ---and it was a typical mortgage and some
36
37 attorneys at some point have looked at this is
38
39 that correct?
40
41 COUNSEL FOR PLAINTIFF That's correct, Your Honor. I do not have a
42
43 certified copy of it but this is the copy that I
44
45 pulled off of the Aiken County RMC
46

1 website. I showed it to opposing counsel, but I'll be happy to present it if
2
3 the Court would like to see it.
4
5 THE COURT Any objections, Mr. Edwards? I would like
6
7 that to be in the file too when I sit down
8
9 with this.
10
11 COUNSEL FOR DEFENSE I apologize, Your Honor. Counsel did
12
13 show this to me right before we started.
14
15 THE COURT And I'll be glad to have a copy made for
16
17 you if you would.
18
19 COUNSEL FOR DEFENSE Yes, sir. Thank you. Yeah, I don't have a
20
21 problem with that, Your Honor, and I would
22
23 just like to address from an argument
24
25 standpoint. The Plaintiff took the risk when he decided to take a mortgage
26
27 under circumstances ---
28
29 THE COURT Oh, understood.
30
31 COUNSEL FOR DEFENSE ---before the transfer [inaudible].
32
33 THE COURT I just wanted that in my file just like the
34
35 medical.
36
37 COUNSEL FOR DEFENSE Yes, sir. Yes, sir.
38
39 THE COURT It may be something I decide I can't use, I
40
41 don't need. It may be nothing there I
42
43 understand.
44
45 COUNSEL FOR DEFENSE Yes, sir.
46

1 THE COURT But if it's not in the file I can't do anything
2 with it.
3
4
5 COUNSEL FOR DEFENSE Yes, sir. I understand and in case the Court
6 was asking about this I have the statutes
7 that govern notaries public. I've got a copy
8
9
10
11 for counsel.
12
13 THE COURT I love that and I'm not really concerned.
14
15 COUNSEL FOR DEFENSE Do you need a copy?
16
17 THE COURT Yeah, yeah, I mean.
18
19 COUNSEL FOR DEFENSE There you go. That's the notary statute. I
20 never —
21
22
23 THE COURT And these are just copies of statutes.
24
25 COUNSEL FOR DEFENSE Yes, sir. Yes, sir.
26
27 THE COURT Right. Anything that I can use.
28
29 COUNSEL FOR PLAINTIFF Judge, you're being swamped down. I'm
30 glad I'm not having to read all those.
31
32
33 THE COURT Yeah, I'll need a wheelbarrow in a minute.
34
35 All right. With the knowledge that, you
36
37 know, it's going typically in a case like
38
39 this I'll let it sit a week or two, go back and listen to the tape. Start with
40
41 any kind of evidence I have in the file. So, I mean, you know, realistically
42
43 a month six weeks from now to get a decision. Now the Court understands
44
45 that the clock still ticks on mortgages, payments, insurance so we know
46

1 there's a mortgage. We know there's property taxes paid. Is there an
2
3 insurance policy on this property?
4
5 COUNSEL FOR PLAINTIFF Yes, sir, and the insurance and the ---
6
7 THE COURT Mortgage is together?
8
9 COUNSEL FOR PLAINTIFF The insurance, the taxes, and the mortgage
10
11 are all one payment that are made by my
12
13 client.
14
15 THE COURT What is that monthly payment?
16
17 UNKNOWN SPEAKER I want to say \$475.00.
18
19 UNKNOWN SPEAKER \$475.00 something like that.
20
21 THE COURT Okay, and then who's paying the
22
23 utilities?
24
25 UNKNOWN SPEAKER I am.
26
27 COUNSEL FOR PLAINTIFF I would assume ---
28
29 COUNSEL FOR DEFENSE Mr. Vance Fleming is paying them,
30
31 Your Honor.
32
33 THE COURT All right, and what was the mortgage,
34
35 what was the purpose of the mortgage?
36
37 COUNSEL FOR PLAINTIFF The purpose of the mortgage was because
38
39 my client owned the property and my
40
41 client is supporting his household and
42
43 he has started a new business in Jacksonville. His son is ill, so he is
44
45 supporting his son's home and so at this point my client is actually
46

1		making three mortgage payments. He's making his mortgage payment.
2		
3		He's making his son's, who is pretty ill, mortgage payment, and he's
4		
5		making his brother's mortgage payment. Well, I'm sorry, his mortgage
6		
7		payment for the home that his brother refuses to live in or refuses
8		
9		to quit living in.
10		
11	THE COURT	Yes, sir. Yes. All right. All right. Anything
12		
13		else from either side?
14		
15	UNIDENTIFIED SPEAKER	Sir?
16		
17	THE COURT	Tell Mr. Woodruff let Mr. Woodruff address
18		
19		the Court.
20		
21	COUNSEL FOR PLAINTIFF	Your Honor, my client also informs me
22		
23		that the home needed a new roof as well
24		
25		as a new heating and air conditioning unit.
26		
27	THE COURT	All right. You know, I certainly don't think
28		
29		I have the authority to order any kind of
30		
31		payments or anything, but the Court does
32		
33		suggest that, you know, he's making use of it and anything that can be
34		
35		done to further that effort so far as putting money, you know, if the roof
36		
37		is in such condition that it's deteriorating the house itself that, of course,
38		
39		needs to be addressed. The heating and air system is more of a comfort
40		
41		but the roof is definitely a matter. With that being said anything else from
42		
43		either side?
44		
45	COUNSEL FOR PLAINTIFF	Nothing from the Plaintiff, Your Honor.
46		

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Glen Fleming,

Plaintiff,

vs.

Vance Fleming,

Defendant.

) IN THE NEW ELLENTON SUMMARY COURT

)

) C.A. No.: 2021-CV-21-0900337

)

)

)

ORDER

)

)

)

)

)

)

This matter came before the Court on a Motion for Ejectment of Trespassers on October 4, 2021, filed by the Plaintiff on August 20, 2021. The Plaintiff filed the Motion for Ejectment for the purpose of ejecting the Defendant from a house located at 1453 Sparkleberry Lane, Aiken, South Carolina, 29803. The Defendant alleges that he has a claim of title to the property at 1453 Sparkleberry Lane, Aiken, South Carolina, 29803 and has set forth evidence to support that allegation.

The Magistrate, pursuant to South Carolina Code § 22-3-20(2), does not have jurisdiction to rule on issues relating to title to real property. Therefore, the Magistrate is without subject matter jurisdiction on the Motion for Ejectment, as cases in which the title to real property are raised may only be heard in the Circuit Court. The Court hereby dismisses the Plaintiff's Motion for Ejectment without prejudice.

THEREFORE

IT IS ORDERED that the MOTION FOR EJECTMENT be denied and dismissed without prejudice.

AND IT IS SO ORDERED.

New Ellenton, South Carolina

Oct 25, 2021



The Honorable Patrick D. Sullivan

STATE OF SOUTH CAROLINA

2021CV0210900337

COUNTY OF AIKEN

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

DISPOSITION NOTICE

Glen Fleming
10943 Indies Drive, N
Jacksonville, FL 32246
(904) 484-7157

PLAINTIFF(S)

Plaintiff(s) Attorney

Vs

Vance Mack Fleming
(1453 Sparkleberry Ln)
Aiken, SC 29803

DEFENDANT(S)

Defendant(s) Attorney

Date Filed: August 20, 2021

Date Served:

By:

Civil Action Type: Ejectm of Trespasser

Answered Date:

Counterclaim Date:

Counterclaim Served Date:

Suit Amount:

Counterclaim Amount:

☐ Find for Plaintiff

☒ Find for Defendant

☐ Case Settled

☐ Ended in Bankruptcy

☐ Action Dismissed

☐ Transfer to Other Court

☐ Order Of Dismissal

☐ Stipulation of Dismissal

☐ Voluntary non-suit with Prejudice

☐ Default Judgment

☐ Voluntary non-suit w/o Prejudice

☐ Summary Judgment for Plaintiff (Defendant failed to appear)

☐ Other

☐ Summary Judgment for Defendant (Plaintiff failed to appear)

It is so ordered and adjudged: ☐ See Attached Order

Statement of judgment by the court

Amount: \$

Interest:

Cost: \$

Other:

Atty. Fees: \$

Total:

Dated at New Ellenton Summary Court, SC, this day of

Summary Court Judge

This judgment was entered on the day of

and a copy mailed first class this day

at To attorneys or recorded parties when appearing pro se.

(Clerks Initials)

Remarks:

Both parties present
CT rep. by Tom Woodruff
A rep. William H Edwards

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

IN THE SUMMARY COURT
OF NEW ELLENTON

Glen T. Fleming
PLAINTIFF
10943 Indies Dr N.
Jacksonville, FL 32246
ADDRESS
(904) 484-7157
PHONE

Civil Case Number

VS

VANCE Mark Fleming
DEFENDANT
1453 Sparkle berry LN
Aiken SC 29803
ADDRESS
(803) 443-2336
PHONE

SUMMONS

(In Trespass)

You, _____, are summoned and required to appear and answer the allegations of the accompanying Complaint after receipt of this Summons.

You **MUST APPEAR** in the New Elenton Summary Court located at **227 Gateway Drive, Aiken, S.C. 29803, (803) 652-3609.**

IF YOU FAIL TO APPEAR ON THE ASSIGNED COURT DATE OR NEGLECT TO QUIT THE PREMISES, A WARRANT OF EJECTMENT WILL BE ISSUED AGAINST YOU. IF YOU FURTHER FAIL TO LEAVE THE PREMISES, YOU WILL BE EJECTED AS A TRESPASSER BY ANY SHERIFF OR CONSTABLE, USING SUCH FORCE AS NECESSARY, PURSUANT TO § 15-67-610, AS AMENDED.

Dated

Judge Patrick D. Sullivan
Summary Court Judge

COMPLAINT

I, Glen T. Fleming the Plaintiff in this civil action do make the following claims:

1. I believe that the Defendant, Vance Mark Fleming is a resident of Aiken County and resides at 1453 Sparkle berry LN, Aiken, South Carolina, which is within the magisterial jurisdiction of Judge Patrick Sullivan

2. I make this complaint based upon the following :

**THE DEFENDANT IS IN UNLAWFUL POSSESSION AND IS TRESPASSING UPON
THE PREMISES LOCATED AT**

1453 Sparkle berry LN
Aiken SC 29803

3. I believe, because of the above information, that I am entitled to and do request a hearing to determine if a warrant of ejectment shall be issued.

I state under penalty of perjury that the above is correct and truthful.

6-28-2021

Dated

Glen T. Fleming
Plaintiff (or attorney, agent)

INFORMATION SHEET
FOR OFFICE USE ONLY

Information on the Plaintiff

Name: Glen T Fleming

Hm phone: same

Wk phone: same

Living Address: 10943 Indies Dr N.
Jacksonville, FL
32246

Cell phone: 904-484-7157

Employer: Self Employed

Nearest Living Relative: Wanda Fleming phone #: 904-716-3888

Information on the Defendant

Name: Vance Mack Fleming DOB: 12-21-1962

Living Address: 1453 Sparkleberry Ln
Aiken, SC 29803

Employer: UNKNOWN

Nearest Living Relative: Glen T Fleming phone #: 904-484-7157

Directions to the Defendant's Home or Place where residing:

College Acres Aiken S.C. The defendant is a truck
driver and doesn't have a definit schedule

New Ellenton Summary Court

Judge : Patrick Dorn Sullivan

227 Gateway Drive, Suite 133

Aiken, SC 29803

Phone:(803) 652-3609 Fax:(803) 652-3298

Received From:	Fleming, Glen	Date	8/20/2021
	10943 Indies Drive, N	Receipt #	71802
	Jacksonville, FL 32246	Clerk:	c02pkey
Paying for:	Self		
Transaction Type	Civil Payment	Reference #:	CK# 4907140
Payment Type:	Check	Comment:	
Total Paid.	\$75.00	Non-Refundable	

You may check the status of your Aiken case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2021CV0210900337	Glen Fleming VS Vance Mack Fleming	\$75.00	\$75.00	\$0.00

Total Cases: 1

\$75.00

\$75.00

\$0.00

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

Glen Fleming
10943 Indies Drive, N
Jacksonville, FL 32246

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC**

on **September 13, 2021 at 10:00 AM** to serve as a party in a Bench Trial in the case of:

RE: Glen Fleming

Vs

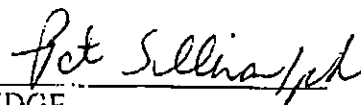
Vance Mack Fleming

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2021CV0210900337. Ejectm of Trespasser.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**



JUDGE

**New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298**

August 20, 2021

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

William Edwards
PO Box 5709
West Columbia, SC 29171

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC

on September 22, 2021 at 10:30 AM to serve as a party in a Bench Trial in the case of:

RE: Glen Fleming

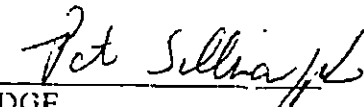
Vs Vance Mack Fleming

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2021CV0210900337. Ejectm of Trespasser.

HEREIN FAIL NOT, ON PAIN OF FORFEITTING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.


JUDGE

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298

September 10, 2021

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

Vance Fleming
1453 Sparkleberry Ln
Aiken, SC 29803

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC**

on **September 22, 2021 at 10:30 AM** to serve as a party in a Bench Trial in the case of:

RE: Glen Fleming

Vs

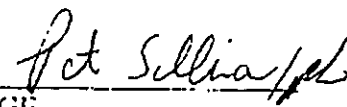
Vance Mack Fleming

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2021CV0210900337. Ejectm of Trespasser.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

**New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298**

September 10, 2021

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

Glen Fleming
10943 Indies Drive, N
Jacksonville, FL. 32246

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC

on September 22, 2021 at 10:30 AM to serve as a party in a Bench Trial in the case of:

RE: Glen Fleming

Vs

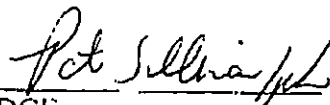
Vance Mack Fleming

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2021CV0210900337. Ejectm of Trespasser.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.


JUDGE

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298

September 10, 2021

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Tom Woodruff Jr.
220 Richland AV, W
Aiken, SC 29801

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC

on **October 4, 2021** at **10:30 AM** to serve as a party in a Bench Trial in the case of:

RE: Glen Fleming

Vs Vance Mack Fleming

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2021CV0210900337, Ejectm of Trespasser.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298

September 24, 2021

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

William Edwards
PO Box 5709
West Columbia, SC 29171

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC

on **October 4, 2021 at 10:30 AM** to serve as a party in a Bench Trial in the case of:

RE: **Glen Fleming**

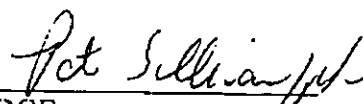
Vs Vance Mack Fleming

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2021CV0210900337, Ejectm of Trespasser.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298

September 24, 2021

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

Vance Fleming
1453 Sparkleberry Ln
Aiken, SC 29803

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC**

on **October 4, 2021 at 10:30 AM** to serve as a party in a Bench Trial in the case of:

RE: Glen Fleming

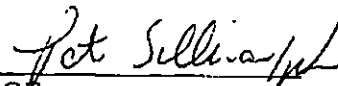
Vs Vance Mack Fleming

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2021CV0210900337, Ejectm of Trespasser.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

**New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298**

September 24, 2021

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Glen Fleming
10943 Indies Drive. N
Jacksonville, FL 32246

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC

on **October 4, 2021 at 10:30 AM** to serve as a party in a Bench Trial in the case of:

RE: Glen Fleming

Vs

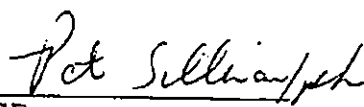
Vance Mack Fleming

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2021CV0210900337, Ejectm of Trespasser.**

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.



JUDGE

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298

September 24, 2021

LAW OFFICE OF
TOM G. WOODRUFF, JR., PA
A SOUTH CAROLINA PROFESSIONAL ASSOCIATION
220 RICHLAND AVENUE, WEST
AIKEN, SOUTH CAROLINA 29801

PHONE (803) 649-1910

FACSIMILE (803) 642-5622
E-MAIL: TW@AIKENLAW.COM

September 24, 2021

The Honorable Patrick D. Sullivan
Summary Court Judge
227 Gateway Drive, Suite 133
Aiken, South Carolina 29803

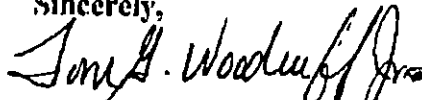
Re: Glen Fleming v. Vance Mack Fleming;
C/A No.: 2021-CV-02-10900337;
Notice of Representation.

Dear Judge Sullivan:

You will please find enclosed herein, my original Notice of Representation, for the Plaintiff Glen Fleming, in the above referenced case. I would request you file the original, and return the enclosed copy "clocked", in the attached self-addressed, stamped envelope.

Should you have any question regarding the above, please feel free to contact me.

Sincerely,


TOM G. WOODRUFF, JR.

TGW/nj

Enclosure as stated.

cc: Mr. William H. Edwards
Moore Taylor Law Firm, P.A.
Post Office Box 5709
West Columbia, South Carolina 29171



S. Jahue Moore*
James Edward Bradley*
Sheila McNair Robinson
Christian G. Spradley
William H. Edwards
Stanley L. Myers
Jane H. Downey*
S. Jahue Moore, Jr.
William B. Fortino
Ralph Nichols Riley, Jr.
John G. Bradley, Jr.

Melissa K. Moore
Lester McGill Bell, Jr.
Bryan C. Letteer
Sierra D. Carini
Lawrence D. Turner
Brendan J. Green

FACSIMILE TRANSMITTAL SHEET

Sept. 10

, 2021

Retired
J. Mark Taylor**
Robert D. Hazel*
C. David Sawyer, Jr.*
Billy C. Coleman (1916-2019)

TO: New Ellenton Summary Court
NO.: 803 - 052 - 3298
FROM: William H. Edwards
RE: 2021 CV 02 10900337

THE FOLLOWING FACSIMILE TRANSMISSION CONSISTS OF 2 PAGES
(INCLUDING THIS PAGE). PLEASE ROUTE TO THE ABOVE-MENTIONED
INDIVIDUAL. THANK YOU.

FAX REPLY: (803) 791-8410

QUESTIONS: (803) 796-9160, (x)

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND
CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY
NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE
HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS
COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION
IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL
MESSAGE TO US AT THE ADDRESS ABOVE VIA THE U.S. POSTAL SERVICE.
WE THANK YOU FOR YOUR COURTESY.

Additional Comments:

1700 Sunset Boulevard, West Columbia SC 29169 | PO Box 5709, West Columbia SC 29171
TEL 803.796.9160 FAX 803.791.8410 www.mbmlawsc.com

*Member of American Board of Trial Advocates *Fellow of the American Academy of Matrimonial Lawyers *Certified Specialist in Bankruptcy & Debtor/Creditor Law *Retired

ROA0087



S. Jahue Moore*
James Edward Bradley*
Sheila McNair Robinson
Christian G. Spradley
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Lawrence D. Turner
Brendan J. Green

Retired
J. Mark Taylor**
Robert D. Hazel*
C. David Sawyer, Jr.*
Billy C. Coleman (1916-2019)

September 10, 2021

Via Fax: 803-652-3298
New Ellenton Summary Court
227 Gateway Drive
Suite 133
Aiken, SC 29803

Re: Glen Fleming v. Vance Mack Fleming
Case No.: 2021CV0210900337

Dear Clerk:

The above referenced matter is on the court docket for Monday September 13, 2021, at 10:00. Defendant Vance Mack Fleming has just retained my office in this matter. Additionally, our office computers have been hit with a virus which has made preparing for this matter difficult. Due to these circumstances, I am requesting an continuance for additional time to prepare for this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'WHE', followed by a stylized flourish.

William H. Edwards

WHE/scc

Enclosures

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

IN THE AIKEN COUNTY
MAGISTRATE COURT
C/A No.: 2021-CV-02-10900337

GLEN FLEMING,)
)
Plaintiff,)
)
vs.)
)
VANCE MACK FLEMING,)
)
Defendant.)
_____)

NOTICE OF REPRESENTATION

New Ellenton Summary Court

RECEIVED

TO: The AIKEN COUNTY MAGISTRATE'S COURT and
The DEFENDANT VANCE MACK FLEMING:

By: [Signature]
Date: 9-27-2021

PLEASE TAKE NOTICE, that the undersigned will be representing the above-named Plaintiff
Glen Fleming, on the Civil Case number listed above.

Dated at Aiken, South Carolina, this 21st day of September, 2021.

WOODRUFF LAW OFFICES, LLC

[Signature]
TOM G. WOODRUFF, JR.
Attorney for the Plaintiff
220 Richland Avenue, West
Aiken, South Carolina 29801
Phone: (803) 649-1910

ORIGINAL

ROA0089

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

IN THE AIKEN COUNTY
MAGISTRATE COURT
C/A No.: 2021-CV-02-10900337

GLEN FLEMING,

Plaintiff,

vs.

VANCE MACK FLEMING,

Defendant.

NOTICE OF REPRESENTATION

New Ellenton Summary Court

RECEIVED

By: Tom Ky
Date: 9-24-2021

TO: The AIKEN COUNTY MAGISTRATE'S COURT and
The DEFENDANT VANCE MACK FLEMING:

PLEASE TAKE NOTICE, that the undersigned will be representing the above-named Plaintiff
Glen Fleming, on the Civil Case number listed above.

Dated at Aiken, South Carolina, this 21st day of September, 2021.

WOODRUFF LAW OFFICES, LLC

Tom G. Woodruff, Jr.
TOM G. WOODRUFF, JR.
Attorney for the Plaintiff
220 Richland Avenue, West
Aiken, South Carolina 29801
Phone: (803) 649-1910

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

2021CV0210900337
CIVIL CASE NUMBERIN THE MAGISTRATE'S COURT
NOTICE TO QUIT PREMISESGlen Fleming
10943 Indies Drive, N
Jacksonville, FL 32246
(904) 484-7157

PLAINTIFF(S)

Vs

Vance Mack Fleming
1453 Sparkleberry Ln
Aiken, SC 29803

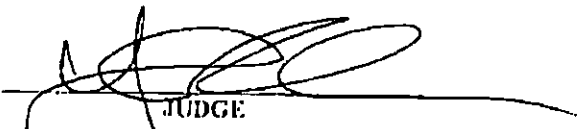
DEFENDANT(S)

Upon an affidavit filed by the Plaintiff which states you, Vance Mack Fleming defendant(s), are a trespasser(s) and are occupying the premises at 1453 Sparkleberry Ln, , Aiken, SC 29803 without permission of the owner of said premises. You are required to vacate or appear to Show Cause, if any you can, why you should not be ejected from the premises pursuant to SC Code of Laws 15-67-0610.

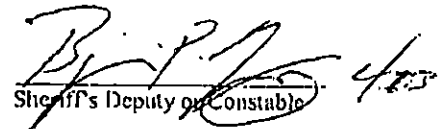
You must appear on September 13, 2021 at 10:00 AM at the:

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298

Dated: August 20, 2021


JUDGE

PERSONALLY appeared before me, the undersigned deponent, who being duly sworn, says that s/he served the herein Notice to Quit Premises/Rule to Show Cause on VANCE M. FLEMING on the 26th day of August, 2021 at 0805.
☒ AM ☐ PM

Sworn to and subscribed before me
this ... Day of ... 20 ...
Sheriff's Deputy or Constable

NOTARY PUBLIC or JUDGE

My Commission Expires: ...

① 8-23-21 - 1030-01A
② 8-26-21 - 0500-

8036523298

New Ellenton Magistrate

12:07:03 p.m. 08-23-2021

1 / 2

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

2021CV0210900337
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
NOTICE TO QUIT PREMISES

Glen Fleming
10943 Indies Drive, N
Jacksonville, FL 32246
(904) 484-7157

PLAINTIFF(S)

Vs

Vance Mack Fleming
1453 Sparkleberry Ln
Aiken, SC 29803

DEFENDANT(S)

Upon an affidavit filed by the Plaintiff which states you, Vance Mack Fleming defendant(s), are a trespasser(s) and are occupying the premises at 1453 Sparkleberry Ln, Aiken, SC 29803 without permission of the owner of said premises. You are required to vacate or appear to Show Cause, if any you can, why you should not be ejected from the premises pursuant to SC Code of Laws 15-67-0610.

You must appear on September 13, 2021 at 10:00 AM at the:

New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609
Fax: (803) 652-3298

Dated: August 20, 2021

JUDGE

PERSONALLY appeared before me, the undersigned deponent, who being duly sworn, says that s/he served the herein Notice to Quit Premises/Rule to Show Cause on _____ on the _____ day of _____, 20____ at _____
☐ AM ☐ PM

Sworn to and subscribed before me
this _____ Day of _____, 20____

Sheriff's Deputy or Constable

NOTARY PUBLIC or JUDGE
My Commission Expires: _____

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

2021CV0210900337
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
NOTICE TO QUIT PREMISES

Glen Fleming
10943 Indies Drive, N
Jacksonville, FL 32246
(904) 484-7157

PLAINTIFF(S)

Vs

Vance Mack Fleming
1453 Sparkleberry Ln
Aiken, SC 29803

DEFENDANT(S)

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☐ AM ☐ PM

Sworn to and subscribed before me

this _____ Day of _____, 20____.

Sheriff's Deputy or Constable _____

NOTARY PUBLIC or JUDGE _____

My Commission Expires: _____



DEED

VOL. 221 PAGE 229

1000
STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

TITLE TO REAL ESTATE
(Title Not Examined)

KNOW ALL MEN BY THESE PRESENTS, That L. DEAN FLEMING, in the State aforesaid, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars to me paid by L. DEAN FLEMING and GLEN T. FLEMING, 1453 Sparkleberry Lane, Aiken, South Carolina 29803, in the State aforesaid, receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said L. DEAN FLEMING and GLEN T. FLEMING, for and during the term of their joint natural lives, and upon the death of either, the remainder to vest in the survivor thereof, his heirs and assigns, the following described real estate, to wit:

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being east of Powderhouse Road, approximately one (1) mile south of the City of Aiken, in Aiken County, South Carolina, being shown and designated as Lot No. 10, Green Valley Subdivision upon plat prepared by J. Hord Allen, II, PLS, dated April 24, 1976, and recorded in Plat Book 5 at page 76, records of the RMC for Aiken County, South Carolina; reference being made to said plat for a more complete description thereof.

Being the same property conveyed to L. Dean Fleming and Betty W. Fleming by deed of Randall Lewis Schnabelrauch and Lori Deimling Schnabelrauch, dated May 23, 1997, and recorded May 23, 1997, in Title Book 1686 at page 225; the said Betty W. Fleming thereafter conveyed her interest in said property to L. Dean Fleming by deed dated February 24, 2001, and recorded February 21, 2001, in Title Book 2066 at page 259, records of the RMC for Aiken County, South Carolina.

Tax Parcel No. 00-158-01-082.

Survivorship
00-158-01-082
REV 4-14-3
V. 4-13-3

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
I, Judith V. Warner, Clerk of R.M.C. for
Aiken County, South Carolina, do hereby certify
that the foregoing constitutes a true and correct
copy of the original document which has been filed
in my office.

1st day of October 2001
Judith V. Warner
Notary Public
Aiken County, S.C.

DEED
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incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said L. DEAN FLEMING and GLEN T. FLEMING, for and during the term of their joint natural lives, and upon the death of either, the remainder to vest in the survivor thereof, his heirs and assigns forever.

AND I do hereby bind myself and my Heirs and Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said L. DEAN FLEMING and GLEN T. FLEMING, for and during the term of their joint natural lives, and upon the death of either, the remainder to vest in the survivor thereof, his heirs and assigns, against me and my heirs, and all persons whomsoever and all others lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof this 13 day of APRIL, in the year of our Lord Two thousand and Three and in the Two hundred twenty-seventh year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

(W) [Signature]
Signature of 1st witness
(NP) [Signature]
Signature of Notary as 2nd witness

(A) [Signature] (L.S.)
L. DEAN FLEMING
(B) _____ (L.S.)

My Commission Expires
SEPTEMBER 09, 2001

DEED

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STATE OF GEORGIA)
COUNTY OF South Lumpkin (C))

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within L. DEAN FLEMING sign, seal and as his act and deed deliver the within Deed; and that (s)he with the other subscribing witness witnessed the execution thereof.

(W) Jan Walker
Signature of 1st witness

SWORN to before me, this
12 day of APRIL, 2003.

(NP) Willie M. Hargens (L.S.)
Signature of Notary Public for Georgia
My Commission expires: _____



(My Commission Expires
SEPTEMBER 2006)

RETURN TO: Michael K. Farmer

4-14-03c 164513
RECORDED
Michael K. Farmer
F.A.C. AIKEN COUNTY

Date	4-14-03
SC Fee	
Co. Fee	EXEMPT
TOTAL	
Exemption #	

Record and Return To:
First Title & Escrow, Inc.
1 Park West Circle STE 104
Midlothian, VA 23114
#154366

Return To:
SunTrust Mortgage, Inc.
1001 Semmes Ave., RVN 5093
Richmond, VA 23224

Prepared By:
Cathy F Cabaniss



2017000799

MORTGAGE
RECORDING FEES \$23.00
PRESENTED & RECORDED

01-11-2017 12:00 PM

JUDITH WARNER
REGISTERED OF DEEDS COMPTROLLER
ARLEN COUNTY, SC
BY: JENNIFER MATHIS DEPUTY

BK: RB 4643

PG: 1094 - 1110

Parcel ID # : 123-08-02-003

[Space Above This Line For Recording Data]

MORTGAGE

Loan Number: 4001695271

MTN 100010400002576138

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(4) "Security Instrument" means this document, which is dated January 5, 2017, together with all Riders to this document.

(8) "Borrower" is

Glen T Fleming:

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 674-MERS.

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3041 1/01

© 2007 - LHA(SC) (1/02/07)

Page 1 of 14

WFP Mortgage Solutions, Inc.



0000SC5022055-4001695271

RB BK 4643 PG 1094

ROA0097

(D) "Lender" is
SunTrust Mortgage, Inc.
Lender is a Corporation
organized and existing under the laws of VIRGINIA
Lender's address is 901 Semmes Ave.
Richmond, VA 23224

(E) "Note" means the promissory note signed by Borrower and dated January 5, 2017. The Note states that Borrower owes Lender
Seventy-Eight Thousand Seven Hundred Fifty and 00/100 Dollars
(U.S. \$ 78,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2047.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☒ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	
☐ Other(s) [specify]		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.



0000SC5023055-4001685271

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County
(Type of Recording Jurisdiction)

of

Aiken
(Name of Recording Jurisdiction)

See Attached Legal Description

Parcel ID Number:
1453 Sparkleberry Ln

which currently has the address of

Aiken (City), South Carolina 29803 (Zip Code)
("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns,) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.



0000SC5024055-4001695271

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.



The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



0000SC5026055-4001895271

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.



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DR BK 4642 PG 1101
ROA0104

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.



As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.



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Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a time, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. **Release.** Upon Payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.



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RB BK 4643 PG 1104

ROA0107

24. **Homestead Waiver.** Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

NOT OFFICIAL



0000SC5033055-4001695271

RB BK 4643 PG 1105
ROA0108

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Samuel W. Mitchell

Josephine J. Satterfield

Glen T Fleming

Glen T Fleming

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

NOT OFFICIAL



FL p w m
STATE OF SOUTH CAROLINA,

Durham

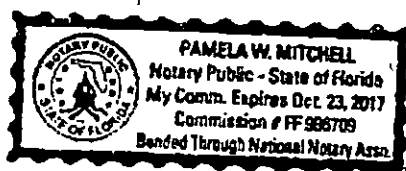
County ss:

I, Pamela W Mitchell
Glen T Fleming

do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 5 day of January, 2017



Pamela W Mitchell
Notary Public for South Carolina

My Commission Expires: 10/23/17

NOT OFFICIAL

Loan origination organization: SunTrust Mortgage, Inc.
NMLS ID 2915
Loan originator: Gary O Maddox
NMLS ID 97519

SOUTH CAROLINA - Single Family - Fannie Mae/Freddie
4A(SC) (11/27/08)

Mac UNIFORM INSTRUMENT WITH MERS
Page 10 of 16

Form 304t 1/01



0000SC5035055-4001695271

RB BK 4643 PG 1107
ROAD 110

SECOND HOME RIDER

Loan Number: 4001695271

NMLS ID: 2915

THIS SECOND HOME RIDER is made this 5th day of January, 2017, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to

SunTrust Mortgage, Inc.

A Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

1453 Sparkleberry Ln
Aiken, SC 29803

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3890 1/01

365R (0811)

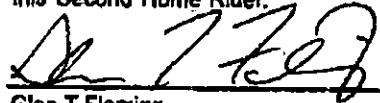
Page 1 of 2

VMP Mortgage Solutions, Inc. (800) 521-7291



0000HRS036055-4001695271

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.


Glen T Fleming (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM
INSTRUMENT
JESR (0811) Page 2 of 2 Form 3890 1/01



0000HRS037055-4001685271

Exhibit A

Order Number: 154366

Stewart Title Guaranty Company

Commitment Number: D-154366

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING EAST OF POWDERHOUSE ROAD, APPROXIMATELY ONE (1) MILE SOUTH OF THE CITY OF AIKEN, IN AIKEN COUNTY, SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT NO. 10, GREEN VALLEY SUBDIVISION UPON PLAT PREPARED BY J. HORD ALLEN II, PLS, DATED APRIL 24, 1976, AND RECORDED IN PLAT BOOK 5 AT PAGE 78, RECORDS OF THE RMC FOR AIKEN COUNTY, SOUTH CAROLINA; REFERENCE BEING MADE TO SAID PLAT FOR A MORE COMPLETE DESCRIPTION THEREOF.

PARCEL ID: 123-08-02-003

BACK DEED

GRANTOR: BETTY W. FLEMING

GRANTEE: L. DEAN FLEMING

BOOK/PAGE: 2086/289

DATED: 2/21/2000

RECORDED: 2/21/2000

VESTING: YES

CONSIDERATION AMOUNT: \$5.00

Being the same property as transferred by Warranty Deed on 04/13/2003 and recorded 04/14/2003 from L. DEAN FLEMING to GLEN T. FLEMING, SURVIVING JOINT TENANT WITH RIGHT OF SURVIVORSHIP WITH L. DEAN FLEMING, DECEASED, recorded in Book 2301 and Page 239

NOTE: THE SAID L. DEAN FLEMING DIED ON 03/13/2006 THEREBY VESTING TITLE TO SURVIVING JOINT TENANT, GLEN T. FLEMING.

NOT OFFICIAL

I hereby authorize and empower my said
executor, or wherever in the settlement
of my estate he ^{shall} deem it advisable to
has or has even discretion, to sell all or
part of my estate at public or private sale,
and to execute all deeds, instruments of
transfer or other writings necessary to
convey full title to said property.

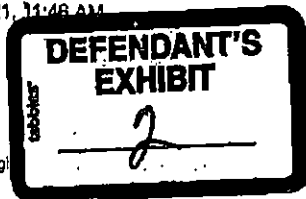
I also, and empower my said executor
to do all such things after my death as he
shall think proper to do in the management
of my estate, and I hereby declare that I have
no intention that there be any subsequent
will made.

In testimony thereof, I have hereunto set my
hand to this my Last Will and Testament,
at Middletown, Ohio, this day of

1899.
Isaac Dean Fleming

The foregoing instrument was this 22 day of
August 1899, at Middletown, Ohio, in our joint
presence, signed by Isaac Dean Fleming,
signed, acknowledged, published and declared as
his last will and testament; he being in
full possession of himself, of sound mind, memory,
disposing himself of his property and under no undue
influence or restraint by anyone, and he do
intentionally hereunto set his hand and
in the presence of and they subscribe their
names as attesting witnesses as he
requested us to do.

John H. Haffner reading at Middletown, Ohio
Isaac Dean Fleming reading at Middletown, Ohio



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Health

AUGUSTA UNIVERSITY

DEFENDANT'S
EXHIBIT

3

Medical Record Custodian Affidavit

MEDICAL RECORDS PERTAINING TO:

Patient Name: Leslie Fleming

Date of Birth: 01/13/1921

I, Cinnamon Hood, RHIA, CCS, Director, HIM Operations am the duly authorized custodian of medical records for AU Medical Center, Inc. and have the authority to certify such records.

Attached hereto are 150 pages of records from AU Medical Center, Inc.

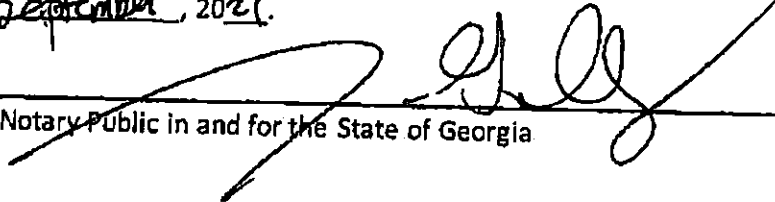
These pages are exact duplicates of the original records kept by AU Medical Center, Inc., which were:

- Made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of such matters;
- Kept in the course of the regularly conducted activity; and
- Made by the regularly conducted activity as a regular practice.


Custodian of Medical Records

Cinnamon Hood, RHIA, CCS
Director, HIM Operations

SUBSCRIBED AND SWORN TO before me, the undersigned authority, this 17 day of September, 2021.


Notary Public in and for the State of Georgia

AU Medical Center, Inc.

29 DEC 20

Medical College of Georgia
Hospitals and Clinics

MC

009 02 1892

STAFF NOTES

01/13/21 W/M
CLEMENS, CLAN LADDRESSOGRAPH
121752-3020

Date/Time

2/27/03

Surgical Nutrition

BIP PEG placement

(abs: PO₄: 3.6 139 / 104 / 64 < 204 Ca: 8.6
Mg: 2.4 5.6 / 30 / 1.1 prealb: 18.8 (2/25)

Meds: noted

Nutr Needs: 2040 Kcal / 120 gm protein / fluid: 2400 cc / d

A Pt. PEG placed - to restart feeds.

See continuous feeds until goal rate tolerated
x 24-48^{hrs} then consider bolus feeds.

Hf

1. IsoSource VHN @ 20 cc/hr

↑ x 20 cc q 6^{hrs} to goal of 85 cc/hr
2040 Kcal / 126 g p/s / 1734 cc H₂O

2. Bolus feeding schedule

1/2 caln q 3^{hrs} = 2000 Kcal
124 g p/s
1700 cc H₂O

Flush PEG 2 x 100 cc H₂O q 3^{hrs} for 100% fluid needs.

Wm Crain, MD, CA(SD)
3-1488



PROGNOSIS

Date/Time

2/27/03 Physical Therapy Note
1200 Pt down on floor AM for functional mobility training. Pt mod @ supine → bit sat 50B & min @. Pt able to sit 10 min. Then moved sit → supine & mod @. Pt supine & mod @ 4, bed low, & (B) foot pumps on. (B) soft wrist restraints on. Pt not sit → stand this date. 2° occasional agitation during treatment. Pt would benefit from in-patient rehab placement. Cont on for ROM, strengthening, & mobility training.
Cecile Ray, PT (8973)

2/27/03 Occupational Therapy - Pt seen in room this date. Initially asleep, but easily aroused. Pt performs simple bathing, washing face, & mod @ & cues. Pt participated in AROM of (B) UE about 50% of the time. Follows simple verbal commands & visual cue. Worked on hand → mouth for pre-feeding with container.
W. J. J. J.

2/28/03 Trans: TF
0530 Pk: TF & Bacc. tot well. Alert but confused. All out of lateral Trach care. tot. Wrist restraints on. No distress noted.
William R.

2/28/03 Trans - Pt til Pk, cont. heds. Now @ 80cc°. Goal 85cc°.
0755 of unit. of implants.
AF/VSS
E 1920 IV + 480TK + 350 oth O 2200 V O
Accu V 285(10), 255(10), 256(10), 220
Exam & A Pk. Sth 1/1/1. Pt stable.
① will hold hand formation
② Bacc. & insulin shown
J. J. J. 5472

STAFF NOTES

NOV 5 1992

Flurry, Ben

157004021092-3028

ADDRESSOGRAPH

2128103

0900

Physical Therapy Note

⑤ Pl. Veränderung a. Plw.

② It seem to this AM for mobility & strength training.

pt mod $\mathbb{P}$ define $\rightarrow$ Def. For π mod $\mathbb{P}$ to maintain

Sitting on EOB. At coughing when sitting, 8 clenching.

to lean backward and ↓ balance. Pt sat up ~20 min

and followed commands ~70% of time. Pt returned

to improve: AFIRM performed to $\text{ALE} \times 20$ reps in

all available planes. A log-Dupont & Rail's 1x4

③ SCD, ④ but what constraints on good bad law.

(A) Pt 2 Bus settling balances: ↓ Agitation, Compares

၇၀ မြန်မာ့

⑩ Cost for strength training, 5x/wk

Colony Ray, A (x8973)

22607

405

Tranana Clinical Nurse Specialist

William Lawrence, Director of State

admission based on limited ability

...and in the ...

40. Yarns - spun in a spinning machine, spun

~~Therapy: The components of making a~~

~~placement~~ = a - different looking

~~therapy in sub-acute setting~~ *W. L. L.*

[illegible]

ROA0127

[illegible]

Fleming, Dean
w/m

STAFF NOTES

902-0892

ADDRESSOGRAPH

INSTRUCTIONS: RECORD HISTORY AND PHYSICAL
EXAMINATION ON THIS FORM, FOLLOW
WITH PROGRESS NOTES IN CHRONO-
LOGICAL ORDER.

DATE

2/28/08 Speech Pathology

11:00am PT seen this day for surveillance tx. Pt initially sleeping; awake to verbal stimulation. Pt is thick secretions @ trachea & suctioning provided. Pt is xenostoma of oral cavity. Pt provided thermal tactile & taste stimulation to oral cavity - pt expectorating & turning away from stimulus. Noted removal of large ^{piece of} secretions (yellow, green). PMV placed in line & trach/TC - initially good wiring & then I coughing. Pt tolerated PMV & Smian; removed 2' coughing. Pt agitated & cooperative participation in tx. Doc'd considering oral care BID. Doc'd considering sing trach to suppress. Will cont to follow for PMV trials & sw tx. Thank you.

J. Martin MD PhD hmc msc rcc sup 7136/11

MEDICAL COLLEGE OF GEORGIA HOSPITAL AND CLINICS



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Hospitals and Clinics

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FEB 009 CC 189

STAFF NOTES

01/13/21 W/M
FLEMING, CLAN L

ACCT009021892-3028

ADDRESSOGRAPH

Date/Time

2/28/03 Focus: Accu/0030 306
Tp-7A. Assessment completed. Pt remains stable. In bed. Respirations unlabored. O₂ Humidity: DRA. To TC. #6 disposable inner cannula changed out at this time. Pt trach suctioned & small amount of secretions obtained. Pt has a productive cough & secretions thick white to yellow. O₂ sat 96%. Pt remains on telemetry. Foot pumps in place. Foley BS DZ amber urine noted. Isosource in place. @ 85cc/hr via pig. Soft unit restraints in place. SRTX4. HOST. No distress noted. Visitor @ BS. IV fluid infusing @ 100cc/hr. in right subclavian TLC. & address noted @ in attention. Visitor instructed to call for assistance will continue to monitor. B. Turner

3/1/03 Focus: Accu/0030 306
0030. Data. Dr. Ruess #1350 made aware of Accu/ No new orders given. Sliding scale followed 12 units Regular insulin given @ 0030. B. Turner

3/1/03 Truma HP#33
Pt moved to single room per previous request. Tolerating PEG feeds. AF IVSS Accu 6 315(12), 326(12), 195, 362(12), 355(10)
PEG site C/D/I
RRR, S/INT/ND, CTAKS
stable
will start bolus feeds
likely due to nursing time not used.



PROGNOSIS

1487
M. H. Turner
1487

Date/Time

3/1/03 Trauma Attending
1345 No new issues. Tube feeds per PEG.
will need protective living arrangements
Disposition pending
M. H. Anderson
1487

3/1/03
3/2/03 Focus: Pt progress note Ineffective Airway
9A-7A response. He is tachy, humidified
air, CPO through tube 500%
productive cough, very easy to
labored, placed 3 plan of care
M. H. Anderson

3/02/03 Trauma HD-34
08:15 Pt on humidified air and tube
Reeds. Awaiting placement.
Tm-37° Tc-37° P-67 R-18 Bt 116/46
Tns IV-2880 Tube 1280
outs. UOP-2250 stool x T
chest - clear @ neuro: not following commands
heart - RRR well
abdomen - soft
Plan - continue care
- disposition planning

P RuARK 1350

M. H. Anderson
1487

3/2/03 Trauma Attending
1100 Disposition pending. Apical: Lc - TATE
RBC, note, heart - culture pending
No change needed today
M. H. Anderson
1487

022701

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Hospitals and Clinics

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PER 009 02 1892

STAFF NOTES

01/13/21 W/H

FLEMING, DEAN L

ADDRESSOGRAPH

ACCT009021892-3028

Date/Time

3/2/03

Focus: ~~It~~ ^{01/13/21} ~~open~~ note Ineffective airway
response: ~~It~~ ^{01/13/21} ~~track~~ #6 ~~deposable~~,
productive cough, ~~ref~~ ^{ref} ~~sober~~,
unlabored, ~~spiral~~ ^{spiral} ~~apical~~, ~~cont~~ ^{cont} ~~plan~~
of car ~~stop~~

3/03/03

Trauma PTD-345

06:50

82 yo Wm s/p MVC, suffered CI fx.
Now E g-tube + trach. He blocked
IV yesterday + started free water
flushes. Tube feeds @ goal.
Ø acute events.

T_m-374 T_c-37 P-60/5 R-18 BP $\frac{110-130}{40-50}$

IV-2040 TF-2400

UOP-1756 stool x1

cta ⊕, RRR systolic murmur. 59-70 NSR
abdomen - soft, NT, ND

A/c - May start regular mouth dosing
- Disposition planning

RWARK.1350

1487



Date/Time

3/3/03 Physical Therapy note.

0920 (5) Pt. Verlaaging, 1/2 PMU.

② Pt. learn on this AM for balance & functional mobility training. Pt. mod (A) - supine $\rightarrow$ bil $\in$ min - mod (B) to maintain sitting EOB $\approx$ 20 min. Pt. instructed in use of UE to help balance during static sitting and in need to keep feet flat on floor to $\uparrow$ balance. Pt. demonstrated correctly & tactile & verbal cues from PT. Pt. then mod (A) bil $\rightarrow$ supine, & positioned in (C) side-lying & (B) foot pumps on rails 1st, 2nd (low), & 3rd (high) at BS.

④ Pt continues to have free sitting balance. Standing not attempted. This date 2° difficulty sitting braced on bed. It would benefit from hdy. care, re-hab. placement.

① Cont QD 3-5x/wk for mobility isometrics, chair positioning,
 Celeste Wright (185.73)

Traverse Atkinson

3/7/03

Heruntergeladen von: PEL

0430

PT/OT eq. with following

Direction remains problematic

will it need long term care? which results?

Mr. K. S. Narayana

1487

3 June 13

Genl. 2nd Division

117A

Plants at C still intact. ^{same} - Yellowish brown. Looking
well T. Strongly exposed. R-C #6 deep track. third yellow
foliar buds at H 0.30 below peak.
Response will continue to develop.

Chlor

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022103

STAFF NOTES

HG

MRN 009 02 1892

01/13/21 ADDRESSOGRAPH
FLEMING, DEAN L

Date/Time

3/4/03 JMS Trauma Note: PTD #36000228-3028
0800 S: Pt 3 distress Pt has ~~no~~ speech and responds in very short answers. He is awaiting placement. Pt's complaints:
D: Tc-35 (357-368), HR-59 (59-64), Resp-18 (18-20)
BP-126/52 (108-126 / 40-54), BS-267 (223-267)
I/O: 1000-oral, 400-urine / 2550 urine
HEENT-PEARL, CV-RRR ~~to~~ SEM, Lungs-Expiratory knock.
Abd-soft, NT/ND, ⊕ bowel sounds, no masses
Ext-palpable pulses
Labs: (3/4) 131/97/34/94 Ca²⁺-8.3 AST-34
4.5/30/0.9 T-prot-5.3 ALT-40
T-bili-0.6 Alb-1.8 Alk Phos-285
A/P: S/P occipital-C3 fusion
- awaiting placement
- continue treatment

Deane - JMS

M. H. Jones

3/4/03 Physical Therapy Note 1487
0910 (E) Pt voicing a PMV-not oriented to place or situation.
(D) Pt down on this AM for AAROM to (DUE/LE) x 20 reps in all available planes. Pt alert and intermittently following commands. No ↓ ROM noted (DUE/LE) difficult to assess strength, since pt not consistently following commands. Pt left supine, a rails 1x4, bed low, and (D) SCD on. PMV removed.

(A) Pt currently more appropriate for sub-acute rehab rather than in-patient rehab, but would benefit from continued PT after D/C. (P) Cont QD for ROM, strength, mobility training.



PROGNOT

Celene Ray, PT 48773

Date/Time

3/4/03 Trauma Aftermath
1145 No real change - cont'd to mgt Camp trauma case -
Digestion remains unsettled
M. H. Ashman
11457

3/4/03 Speech Pathology
6:20 pm Assessment done for tracheal & oral status. Also initially C. b/s
using finger occlusion for weaning - pt. is strong voicing & is 80% intell.
Next vocal quality noted. Pt placed in heat tank/TC; pt cont'd
to good voicing & then demand difficulty managing secretions.
Once tracheal suctioning provided & pt replaced & similar results.
Once stimulation attempted & pt reacting. Pt oriented @ name,
year, location; pt is unrelated responses to ?'s. Trach removed @
end of session; cuff remained deflated. Pt is minimal coughing.
Now informed of results. Will cont per TC. - J. M. H. Ashman

3/5/03 JMS Trauma Note: PTD#37 POD#30 M. H. Ashman
0850 S: Pt is verbalizing but incoherent. Not oriented
to person or place or time
D: T_c - 35.2 (35.2 - 36.4) HR - 65 (59 - 68), Resp - 18
BP - 114/51 [108 - 126 / 44 - 52], BS - 152 (53 - 241)
I/O: 1550 GI tube, 320 other / 2875 urine
Exam - CV - RPR E/SE, otherwise normal
Neuro - Not oriented to person, time, place
Labs: Urine - Proteus mirabilis >100,000
E. Coli 20,000 - 80,000
A/P: S/P occipital-c3 fusion
- awaiting placement
② UTI (complicated)
- start Bactrim

Ashman - JMS

M. H. Ashman
11457

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STAFF NOTES

MG

NRN 009 02 184
ADDRESSOGRAPH

Date/Time

01/13/21 W/M

FLEMING, DEAN L

ACC1009021892-3028

01/28/03

2/5/03

0945

Ab-

Disposition still pending

M. H. Anderson
1487

3/5/03

1435

Physical Therapy Note.

Pt. born 05/11/04 for AARon to @LE/LE x 2000ps
in all curricular planes. Pt. alert, but not

Consciously following commands. Pt. not oriented

Verbal & PIV. Pt. left supine & @ foot pumps on
rails 1x4, 3 bed low. Nursing students at BS.

Cont @ 3-5x/week for Romi technique training.

Celeste Ray, PT (x8973)



Date/Time

3-5-08 Speech Pathology

4:22pm S: Pt awake and alert. @ family @ bk. Pt receiving 40% O₂ via TC. O₂ Sat on pulse oximeter 99%. Pt noted coughing thick light yellow secretions. Tracheal and oral suctioning provided. PMV placed in-line = TC. Pt = continued speech - 80%o intelligible in known context. Pt demand OM exercises x 3 = max tactile/verbal cues (open/close mouth, tongue extension/retraction). OM stim provided to roof of mouth / lat. border of tongue / lips. Pt = intermittent resistance - stated "it hurts". Petroleum jelly applied to lips via swab - pts % pain resolved. Pt OX 1 (name only) review x 5. Pt coughed and ejected PMV x 2. Pt = coughing episode x 7 - expectorated cough x 1/7. PMV in place 55 min. @ end of session, pt = 1st coughing - PMV was removed. O₂ Sats during session 96-99%.

R: Pt tolerated PMV 55 min = ejection of valve 2nd coughing x 2. Intermittent coughing = 1st amount of secretions noted.

P: Sit to continue, to follow per POC. Thank you.

Kelly C. Murphy, MSCFSLP
1-724947505 / 17636

3/5/08 FOCUS: 24th Progress Note/PM Ineffective airway clearance
Data: Pt @ #6 track, copious mucus production to good cough. Trache suctioning at PRN, Sats 99% on humidified air. At resting @ present, will continue to monitor. *per*

3/6/08 Found: 24th Progress Note. Pt potential for ineffective airway clearance. Patient resting quietly in bed. Respirations even & unlabored. no 4th chest pain or discomfort. 40% O₂ via T. collar intact. Trach care performed. Productive cough noted. O₂ sat 98%. At 10:15 patient assessed and results documented in nursing flow sheet. Response: (tolerated procedure well). Will continue to monitor.
T. Murphy RN

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STAFF NOTES

01/13/21 W/M

FLEMING, DEAN L ADDRESSOGRAPH

ACCT009021892-3028

Date/Time

3/6/83 JMS Trauma Note 01780#38, PO #31
0830 S: Pt able to verbalize but is incoherent. Pt 5
complaints and is not in any distress
O: T_r - 35.8 (34.4-36.0), HR - 65 (58-70), Resp 18 (18-20).
BP - 121/51 [102-132 / 46-60], BS - 151 (128-273)
I/O: 1770 G2 Tube, 600 other / 2050 urine
HEENT - PERL, CV - RRR, ~~1/2~~ SEM, Lungs - CTA,
Abd - soft, NT/ND, ⊕ bowel sounds Ext - D/C/E
Neuro - not oriented to person, place, or time
Labs: No new labs
A/P: S/P occipital - C3 fusion
- awaiting placement
② UTI (complicated)
- start continue c. Bactrim
Dean - JMS
Kumar 1350

3/6/83 Physical Therapy Note
1005 (S) "Is today Friday?" (PMV planned on Pt)
(C) Pt down on floor AM for AAPM to BLUE/LE x 20 reps
in all available planes. Pt alert and actively
cooperating c movements ~ 30% of time. Pt leg during
E rails & x4, bed low, and (C) foot pumps on.
(A) Pt c ↑ active participation in treatment this
date. Pt may be able to attempt OOB Activity c
Assist if he continues to ↑ ability to follow commands
(P) Cont on 3-Sx/wk for strength & OOB training as
Pt able to safely tolerate.

Celeste Ray, PT (8923)



PROGNOT

Date/Time

3/6/03 1030 ~~Apabila~~ - ~~Bachman~~ Trauma Attending
 same improvement in PT work -
 decrease in but confused
 Disposition still unclear. Temp Team A/H
 can most likely
 M. Handman
 1487

3/6/03 2245 Focus: Peg Tube
 Data: Pt pulled out peg tube.
 Action: Dr. Miranda (S499) notified. Dr. Miranda to floor to
 see pt.
 Response: will continue to monitor. ——— MyDent RN ———

3/7/03 0810 Trauma JMS ~~Wase~~ Note: PTD #39, POP #32, bactrim #3
 S: Pt can verbalize yet still incoherent. Pt is
 not in any distress. Not oriented to person, place, or time.
 O: T_c - 36.8 (35.8 - 37.0), HR 62 (58 - 65), Resp - 18
 BP - 122/54 [107-110 / 46-65]
 I/O: 120 P5 1/2 NS, 2020 GI Tube, 520 other / 2800 urine, stool x1
 HEENT - PERL, CV - PRR, R/O SEM, Lungs - CTR
 Abd - soft, NT/ND, @ bowel sounds, no masses
 Ext - SC/LK, Neuro - Not oriented x3
 Labs: No new labs
 A/P: s/p occipital - C3 fusion
 - awaiting placement
 @ VTE continue
 - last day of bactrim

1035 AM ~~Apabila~~ - JMS
 A/H note. Reviewed & examined. 1350
 PEG tube replaced earlier. Confused.
 PT continues. NH placement awaited
 Dr. Jm.

29 DEC 20

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STAFF NOTES

01/13/21 WPM

FLEMING, ELAN L

ADDRESSOGRAPH

Date/Time

2/27/03

Surgical Nutrition

SIP PEG placement

Calcs: PD4: 3.6 139 104 64 < 204 Ca: 8.6
Mg: 2.4 5.6 30 1.1 prealb: 18.8 (2/25)

Medo: noted

Nutr Needs: 2040 kcal / 120 gm protein / fluid: 2400 cc / d

A Pt $\bar{c}$ PEG placed - to restart feeds.
See continuous feeds until goal rate tolerated
 $\times 24-48^{\circ}$ then consider bolus feeds.

Hf

1. IsoSource VHA @ 20 cc/hr

$\uparrow \times 20$ cc q 6 $^{\circ}$ to goal of 85 cc/hr
2040 kcal / 126 g p/s / 1734 cc H₂O

2. Bolus feeding schedule

$\frac{1}{2}$ can q 3 $^{\circ}$ = 2000 kcal
124 g p/s
1700 cc H₂O

Flush PEG $\bar{c}$ w 100 cc H₂O q 3 $^{\circ}$ for 100% fluid feeds.

Elan Fleming, MD, CA(SD)
3-1488



PROGNOT

Date/Time

2/27/03 Physio. Therapy Wob.

1200

Pt down SD then AM for functional mobility training. Pt
mod @ supine → bit. sat for 2 min @. Pt able to sit
for ~20 min, then mod @ sit → supine & mod @.
Pt supine & rails 4x4, bed low, (B) foot pumps on. (B)
soft wrist restraints on. Pt not sit → stand this date
2° occasional agitation during treatment. Pt would
benefit from in-patient rehab placement. Cont QD
for Rom, strengthening, & mobility training.

→ Celeste Ray, PT (28973)

2/27/03 Occupational Therapy - Pt seen in room
this date. Initially asleep, but easily
aroused. Pt performs simple brushing,
washing face, & mod @ cues. Pt
participated in AROM of (B) UE about
SD 70% of the time. Follows simple
verbal commands & visual cue. Worked
on hand → mouth for pre-feeding with
continue.

2/28/03 Jaws: TF

0530

Dts: TF & Bacc. for well. Alert but appears full out
of interest. Trach care. for. Wrist restraints on.
no distress noted.

William R.

2/28/03

Truman → Pt tol PEG, cont. feeds. Now @ 80cc°. Goal 85cc°.
Q wnts. Q amylants.
AF/VSS

0955

E 1920 IV + 480TF + 350 qh O 2200 VO

Accu V 285(10), 255(10), 256(10), 220

exam & A, PEG site 2/17/1. Pt stable.

@ will bolus and formula
@ consider A insulin monitor

off 5472

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01/13/21 W/M
FLEMING, CLAY

01/13/21 W/M
FLEMING, CLAY

FLANNERY, DEAN

100004021092-3028

01/28/23

ADDRESSOGRAPH

Date/Time

2/28/03

Physical Therapy Note

0900

(S) Pt verbalizing to PMV.

(D) Pt seen @ this PM for mobility & strength training. Pt mod @ supine -> sit for a mod @ to maintain sitting on EOB. Pt coughing when sitting, & tendency to lean backward and ↓ balance. Pt sat up ~20 min and followed commands ~70% of time. Pt returned to supine's APROM performed to BLE x 20 reps in all available planes. Pt left supine to rails ↑ x4, (D) SCD/PT soft wrist restraints on and bed low.

(A) Pt to gain sitting balance, ↓ Agitation, compared to 2/27/03.

(P) cont @ for strength & mobility training 5x/wk.

Colony Bay A (18773)

2/28/03

Trauma Clinical Nurse Specialist

11:05

When I was denied into rehab

admission based on limited ability

to participate in aggressive rehab

therapy. I am currently making home

placement & re-assessment following

therapy in sub-acute setting. BVA Smith

men



[illegible]

Flaming, Dean
w/m

STAFF NOTES

902-1892

ADDRESSOGRAPH

INSTRUCTIONS: RECORD HISTORY AND PHYSICAL
EXAMINATION ON THIS FORM, FOLLOW
WITH PROGRESS NOTES IN CHRONO-
LOGICAL ORDER.

DATE

2/20/03 Speech Pathology

11:00am Pt seen this date for swallow tx. Pt initially sleeping; awake to verbal stimulation. Pt c thick secretions @ trachea site - suctioning provided. Pt c xerostomia of oral cavity. Pt provided c thermal, tactile & taste stimulation to oral cavity - pt repositioning; turning away from stimulation. Noted removal of large ^{po of} secretions (yellow, green). PMV placed in line c trach/TC - initially good wiring & then c coughing. Pt tolerated PMV a 5 min; removed 2' coughing. Pt agitated, & cooperative & participation in tx. Dec'd considering oral care BID. Dec'd considering sing back to suppress. Will cont to follow for PMV trach & sw tx. Thank you. _____ J. Markon M.D. & P. how, M.D. CCC-SLP 2/23/03

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STAFF NOTES

01/13/21 W/M

FLEMING, DEAN L

ACCT019021892-3028

ADDRESSOGRAPH

Date/Time

2/28/03 Focus: Assignment Progress notes dated 01/28/03
7p-7A. assessment completed @ 2:00. Pt resting in bed. Respirations unlabored. O2 Humidity @ RA. to TC. #6 disposable inner cannula changed out @ this time. Pt trach suctioned & small amount of secretions obtained. Pt has a productive cough & secretion thick white & yellow. O2 sat 96%. Pt remains on telemetry. Foot pump in place. Foley BSO & amber urine noted. Isosceles irrigation @ 85cc h2o via ppg. Soft unit restraints in place. SRTX4. HOB P. No distress noted. Visitor @ BS. IV fluids infusing @ 100cc/hr. in right subclavian T/C. & dressing noted @ insertion site. Visitor indicated to call for assistance will continue to monitor B Thunck

3/1/03 Focus: Accur 0030 306
0230. Data. Dr Ruark # 1350 made aware of Accur. No new orders given. Sliding scale followed 12 units Regular insulin given @ 0030. B Thunck

3/1/03 Truma MP#33
Pt moved to single room per previous request. Tolerating PEG feeds. AF IVSS Accur 315(12), 326(12), 145, 362(12), 285(10)
PEG site C/D/I
RRR, S/NT/ND, CTA(S)
stable
will start bowel feeds
Likely d/c to nursing home next week.



PROGNOT

Date/Time

3/1/03 1345	Trauma Attending No new issues. Tube feeds per PEG. will need protective living arrangements Disposition pending M. H. Anderson 1487
3/1/03 3/2/03 7A-7A	Focus: Rt progress note Ineffective Airway response. It is trachea humidified air, CP through tube 500% productive cough resp every 2 min labored, placed 3 plan of care Plan
3/02/03 08:15	Trauma HD-34 Pt on humidified air and tube feeds. Awaiting placement. Tm-37° Tc-37° P-6.7 R-18 Bt 11 1/4 Ins IV-2880 Tube 1280 outio UOP-2250 stool x T chest - cta (B) neuro: not following commands well heart - PRR abdomen - soft Plan - continue care - disposition planning P RuARK 1350 M. H. Anderson 1487
3/2/03 1100	Trauma Attending Disposition pending. Apixile: Lx - TATE RBC, urine, stool - culture pending No change needed today M. H. Anderson 1487

022701

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STAFF NOTES

01/13/21 W/M
FLEMING, DEAN L

ADDRESSOGRAPH

ACCT009021892-3028

Date/Time

3/2/03

Focus: Pt. 01/13/21 note Ineffective airway
Response: He is track #6. Depressable,
productive cough, resp. sound
unlabored, apical, apical, cont. ~~exp~~
current plan of care

3/03/03

Trauma PTO-38

06:50

8240 Wm 5/p MVC, suffered CI fx.
Now E g-tube + trach. He blocked
IV yesterday + started free water
flushes. Tube feeds @ goal.
No acute events.

T_a-37⁴ T_c-37 P-60's R-18 BP $\frac{110-130}{90-50}$

IV-2040 TF-2400

UOP-1756 stool x1

cta (E), RRR systolic murmur 59-70 NSR
abdomen - soft, NT, ND

A/P - May start regular insulin dosing
- Disposition planning

MARK. 1350

M. H. H. H. H. H.

1467



PROGNOSIS

Date/Time

3/3/03

Physical Therapy note.

0920

⑤) P_L Veränderung, $\frac{1}{2}$ P.M.V.

Q2. Leon on the AM for balance & functional mobility training. A mod (P) supine $\rightarrow$ bil $\in$ min-mod $\rightarrow$ to maintain sitting. FDB maxim. It motivated in use of UE to help balance during static sitting and in need to keep feet flat on floor to $\uparrow$ balance. It demonstrated concisely & tactilely verbal cues from PT. PT then mod (P) bil $\rightarrow$ supine & positioned in (C) side-lying & (B) foot pumps on rails 1st, bel (low) & girlfriend at BS.

④: A continues to have free sitting balance. Standing not attempted. This date 2nd deficiency sitting braces on bed. It would benefit from hilt-axle, rehat placement.

(P) Cont. on 3-5-100 for mobility is short damping, 7 bed positioning.
Belmont Park, Ar (48573)

Traverse Atkinson

3/7/03

Neuroinflammation: PEG facts:

0430

PT/OT/Sp. path following

Disposition remains problematic.

will ~~be~~ ^{be} real long term case? which results

1487

1447

3 June 13

Gen. 2nd Prater Ave

5 March 1960
North
Fert. 250 Pflaster Alge
just pt & stick into ^{even} ~~the~~ water main. Looking
will T 117 Exposed. Pt & the dip track. third yellow
Pflaster Alge. At 10 30 300 feet.
Response will continue to receive
Cobb

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STAFF NOTES

HO

MRN 009 02 1892

01/13/21 ADDRESSOGRAPH
FLEMING, DEAN L

Date/Time

3/4/03 JMS Trauma Note: PTD #A3600002 #28-3028
0800 S: Pt 3 distress. Pt has ~~no~~ ^{some} speech and responds in very short answers. He is awaiting placement. Pt 3 complaints.
O: Tc-35 (357-369), HR-59 (59-64), Resp-18 (18-20)
BP-126/52 [108-126 / 40-54], BS-267 (223-267)
I/O: 1000-oral, 400-urine / 2550 urine
HEENT-PEERL, CV-RRR #1 SEM, Lungs-Expiratory knock.
Abd-soft, NT/ND, @ bowel sounds, no masses
Ext-palpable pulses
Labs: (3/4) 131/97/34 < 94 Ca⁺⁺-8.3 AST-34
4.5/30/0.9 T-prot-5.3 ALT-40
T-bil: - 0.6 Alb-1.8 Alk Phos-285
A/P: S/P occipital-C3 fusion
- awaiting placement
- continue treatment

Dea Lee - JMS

M. K. D. M.

3/4/03 Physical Therapy Note 1487
0910 (E) Pt voicing a PMV-not oriented to place or situation.
(E) Pt been @ this AM for ABOM to BLUE K2000s in all available places. Pt alert and intermittently following commands. No ROM noted BLUE/LE
difficult to Assess strength, since pt not consistently following commands. Pt left hip in a rails 1x4, bed low, and @ SCD on. PMV removed.
(H) Pt currently more appropriate for sub-acute rehab rather than in-patient rehab, but would benefit from continued PT after D/C. (P) Cont @ for ROM, strength, mobility training.



PROGNOT

Celene Ray, R. (1892)

Date/Time

3/4/03 Trauma Alteration
1145 No real change - sent to med camp tomorrow -
Disposition remains unstable
M2 Hershman
11487

3/4/03 Speech Pathology

5:20pm At this date for physical & oral exam. Also initially @ b/s
using finger occlusion for voicing - pt. c strong voicing @ a 80% intell.
next vocal quality noted. Also placed in max track/TC; pt emitted
a good voicing & then denied difficulty managing secretions.
Duke: tracheal suctioning provided & pt replaced & disposition results.
One stimulation attempted & pt reacting. Pt oriented @ name,
year, location; pt c unrelated responses to ?'s. pt remained @
end of session; cuff remained deflated. Pt c minimal coughing.
Now informed of results. Will cont per POC. - J. Hershman

3/5/03 JMS Trauma Note: PTP#37 POD#30 Inst. CCC-SUPX7606/111
0850 S: Pt is verbalizing but incoherent. Not oriented

to person or place or time

O: T_c - 35² (35² - 36⁴) HR - 65 (59 - 68) Resp - 18
BP - 114/51 [108 - 126 / 44 - 52], BS - 152 (53 - 241)

I/O: 1550 GI tube, 320 other / 2875 urine

Exam - CV - RRR @ SEAR, otherwise normal

Neuro - Not oriented to person, time, place

Labs: Urine - Proteus mirabilis > 100,000

E. Coli 70,000 - 80,000

A/P: S/P occipital C3 fusion

- awaiting placement

@ UTI (complicated)

- start Bactrim

Duke - JMS

M2 Hershman

11487

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STAFF NOTES

Date/Time

MC MRN 009 02 184
ADDRESSOGRAPH

01/13/21 W/M
KLEINING, DEAN

0001009021892-3028

01/28/03

3/5/03 No change in cognitive status.
0945 UTT - 2nd endotracheal intubation -
Ab-
Digestion still pending
M. H. Shumard
1467

3/5/03
1435

Physical Therapy Note.
Pt. seen by Therapist for AARom to @UE/LE x 20 reps
in all cardinal planes. Pt. alert, but not
consciously following commands. Pt. not oriented
Verbal & PIV. Pt. left supine @ foot pumps on
rails x 4, i bed low. Nursing students at 45.
Cont @ 3-Sx/week for Romi strength training.
Celeste Ray PT (x8973)



Date/Time

3-5-08 Speech Pathology

4:22pm S: Pt awake and alert. @ family @ b/s. Pt receiving 40% O₂ via TC.
O: O₂ sat on pulseoxymeter 99%. Pt noted coughing thick light yellow secretions. Tracheal and oral suctioning provided. PMV placed in-line = TC. Pt = continued speech - 80% intelligible in known context. Pt demand OM exercises x 3 = max tactile/verbal cues (open/close mouth, tongue extension/retraction). OM dim provided to max g mouth / lat. border of tongue / lips. Pt = intermittent resistance - stated "it hurts". Petroleum jelly applied to lips via swab - pts % pain resolved. Pt OX 1 (name only) review x 5. Pt coughed and ejected PMV x 2. Pt = coughing episode x 7 - expectorated p cough x 1/7. PMV in place 55 min. @ end of session, pt = still coughing - PMV was removed. O₂ Sats during session 96-99%.
A: Pt tolerated PMV 55 min = ejection of valve 20 coughing x 2. Intermittent coughing = 1/2 amount of secretions noted.
P: STx to continue to follow per POC. Thank you.

Kelly C. Murphy MSOFSLP
1-7243441505/7636

3/5/08 Focus: 24° Progress Note. Ineffective airway clearance
Data: Pt = #6 trach, copious mucus production. To good cough. Trach suctioning pt PRN, Sats 99% on humidified air. Pt resting @ present, will continue to monitor. Jennifer Smith

3/6/08 Focus: 24° Progress Note. Pt potential for ineffective airway clearance. Patient resting quietly in bed. Respirations even & unlabored. No CP chest pain or discomfort. 40% O₂ via T. collar intact. Trach care performed. Productive cough noted. O₂ sat 95%. Action: patient assessed and results documented on nursing flow sheet. Response: tolerated procedure well. Will continue to monitor. F. Braxton

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MAR 05 02 18^h

STAFF NOTES

01/13/21 W/M

FLEMING, DEAN L ADDRESSOGRAPH

ACCT009021892-3028

Date/Time

3/6/03 JMS Trauma Note 01870#38, PO #31
0830 S: Pt able to verbalize, but is incoherent. Pt has complaints and is not in any distress.
O: T_a - 35.8 (34.4 - 36.0), HR - 65 (58 - 70), Resp 18 (18 - 20), BP - 121/51 [107-132 / 46-60], BS - 151 (128 - 273)
I/O: 1770 G2 Tube, 600 other / 2050 urine
HEENT - PERL, CV - RRF, ^{II}/SEM, Lungs - CTA, Abd - soft, NT/ND, @ bowel sounds Ext - D/C/E
Neuro - not oriented to person, place, or time
Labs: No new labs
A/P: S/P occipital - C3 fusion
- awaiting placement
② UTI (complicated)
- start continue c. Bactrim

JMS
RWARK 1350

3/6/03 Physical Therapy Note
1005 ⑤ "Is today Friday?" (PMV placed on pt)
⑥ Pt began on this AM for AROM to BLUE/LS x 20 reps in all cardinal planes. Pt alert and actively participating in movements ~ 20% of time. Pt leg supports & raises & x4, bed low, and ⑦ foot pumps on.
⑧ Pt is ↑ active participation in treatment this date. Pt may be able to attempt OOB activity & Assist if he continues to ↑ ability to follow commands
⑨ Cont @ 3-Sx/wk for strength & OOB training as pt able to safely tolerate.

Celeste Ray, PT (88975)



PROGNOT

Date/Time

3/6/03 1030 ~~Apbills - Bartrum~~ Trauma After Surg
 Some improvement in PT work -
 converse but confused
 Disposition still unclear. Jang Team with
 case most likely
 M. H. [Signature]
 1457

3/6/03 2245 Focus: Peg Tube
 Data: Pt pulled out peg tube.
 Action: Dr. Miranda (549) notified. Dr. Miranda to floor to
 see pt.
 Response: Will continue to monitor. ——— MYDent RN ———

3/7/03 0810 Trauma
 JMS ~~Wase Sang~~ Note: PTD #39, POD #32, bestrim #3
 S: Pt can verbalize yet still incoherent. Pt is
 not in any distress. Not oriented to person, place, or time.
 O: T_c - 36.8 (35.8 - 37.0), HR 62 (58 - 65), Resp - 18
 BP - 122/54 [107-116 / 41-65]
 I/O: 120 P5 1/2 NS, 2020 G3 Tube, 520 other / 2800 urine, stool x/
 HEBWT - PERRL, CV - PRR, II/VI SSM, Lungs - CVA,
 Abd - soft, NT/ND, @ bowel sounds, no masses
 Ext - SC/Lt, Neuro - Not oriented x3
 Labs: No new labs
 A/P: S/P occipital - C3 fusion
 - awaiting placement
 @ VTE ^{continue}
 - ~~test bag of~~ bactrim

1035 AM ~~Bartrum - JMS~~ ^{puann}
 Att rate. Reviewed & examined ⁶³⁵⁰
 PEG tube replaced earlier. Confirmed.
 PT continues. NH placement awaited
 [Signature]

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Flaming, Dean
902 1892

STAFF NOTES

ADDRESSOGRAPH

Date/Time	
3/23/63	JMS Trauma Note: PTP#55, PDP#48
0750	S: Pt 5 acute events overnight. Pt verbalizing but still incoherent. Not oriented x3.
	D: Tc-36 ² (36 ² -36 ⁸), HR-61 (60-73), Resp-22
	BP - 123/62 [106-123 / 48-62]
	I/O: 1470 GI tube, 600 other, 1850 urine
	HEENT - PERL, CV - RPR 4/10 SEM, lungs - Abundant (B)
	Abd - soft, NT/ND, ⊕ b.s. Ext - D/C/C/E
	Labs: No new labs
	A/P: S/P MVC to C3 - occipital fusion
	- awaiting placement
	- retry Trach cap trial
	- consider removing trach if trial is successful
	Agree to above
	Agree to above
	assessment & plans
	No new labs
	Trach is capped Plan to P/C today or tomorrow



Date/Time

3/24/03 Focus: Accacheck

0800 Data: accacheck 442.

Action: Mr. Hall was notified, 14 units
are needed, sub-q was given.

Response: accacheck to see the reflected
in it. (Mendel)

3/24/03 Focus: Juvenile output

0830 Data: Pt. juvenile output. Pt. pulling
at pole indicating burning & discomfort
No urine in tubing.

Action: Urine obtained to flush pole.
Pole flushed to difficulty. Pt. complained
of burning discomfort.

Response: Foley & d - dk cloudy
urine obtained. Susie Mendel

3/24/03 addendum: Foley & now to what appears
0800 to be old bloody urine. Mr. Hall
was notified. Susie Mendel

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STAFF NOTES

Fleming, Dean

009021892 ADDRESSOGRAPH

Date/Time

3/24/83 JMS Trauma Note: PTD #56, POD #49
0740 S. Pt had a blood glucose level of 442 at midnight last night. He was given 14 units of insulin. Currently BS is 188. His Foley was full of blood. His nurse states that she changed the Foley since the Foley flush was unsuccessful.
① Tc - 37° (36° - 37°), HR - 69 (51 - 72), Resp - 18, BP - 130/51 [114 - 146 / 38 - 66], BS - 188 (91 - 442)
I/O: 1470 B2 tube, 600 flush, 1800 Foley, stool x2
HEENT - PERL, CV - RRR ^{1/2} SEM, Lungs - Rhonchi
Abd - soft, NT/ND, @ b.s. ext - BC/C/E
Labs: waiting for CMP + Preatb.
A/P: S/P MVC @ C3-occipital fusion
- awaiting placement
② hematuria (Foley change)
- observe urine output
③ DM. (uncontrolled)
- ↑ accuchecks

MacLure - JMS
20 APR 1983

3/24/03 Trauma Attending
Still some trouble w/ hypotension
1130 intermittent hypotension. Creatinine 1.4
BUN 56 - nephrology has been in
past - marginal renal failure / intermittent
acute insufficiency -
Neurology note above - will get EEG, Bz/flo
etc - Disposition pending

A. J. Handman
1467



PROGNOSIS

ROA0157

Date/Time

ROA0158

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009 02 1892

ADDRESSOGRAPH

Date/Time VITALS: 130/51 36⁸ 69 18

3/24/03 PE/ Resp - (A) expiratory wheezes
CV - RRR
Abd - nondistended under ^{feeding} tube barrier. (A) BS
Neuro - General - Patient appears oriented to person only. He will respond to questions, but verbalizations are either inappropriate to question or are unintelligible. Patient is able to follow commands regarding his extremities, but only intermittently able to obey commands involving his face.

C2 - PERRL. Som intact via spontaneous manner. Patient will not, however, track w/ his eyes on command. Pt indicates that facial sensation is intact and he is able to open and close his mouth. He is able to close his eyes but is unable to perform any other tasks associated w/ CN VII. Hearing is grossly intact - unable to further assess. Head rotation and shoulder shrug are intact. Tongue is deviated on extension.

Sensation - appears symmetrically intact on face and extremities. Unable to get definitive response on ability to differentiate.

Motor - 5/5 strength in all muscle groups.

Reflexes - 1+ upper extremities (B)
0 lower extremities (B)
5 Babinski (B)

Coordination - patient exhibits resting pill-rolling tremor (B) hand and movement tremor R/L - hands. Unable to further assess coord.



Lawford Burnett MD.

A hand-drawn diagram on lined paper. It features a vertical line on the left side. Two parallel diagonal lines slope downwards from left to right, intersecting the vertical line. The lines are drawn with a pen or marker.

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Flaming, Dean
702 1892
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Date/Time

A/P ① Altered mental status x 2 mo. Although Mr. Fleming's mental status has deteriorated in the past 2 months, his fiancee does indicate that he did have episodes of forgetfulness prior to this. The current Δ in MS ^{should} ~~not~~ now be determined to be of physical (ischemic) or metabolic origin.

- suggest ordering B12, folate, thiamine, and thyroid levels to rule possible causes of dementia.
- head CT $\pm$ contrast may also be useful in determining if new CVA may be contributory to altered MS.
- EEG may indicate abnormal brain activity.

Atchey

Martha Burdett, M.D.

Mr. Fleming has past h/o of domestic violence. He has been a. suppurative delirium. He will need long term care.

Allen

De

Atchey Addict

4-24-03 CT scan shows bilateral parietal lobe infarct - recent

4-24-03

His "cortical blindness" explain his

Suppurative delirium

Ague & aspin + Lovence



PROGNOSIS

He will need long term care
Allen

Date/Time

3/25/83

0800

JMS Treamer Note: PTP# 57, POD#50

5. CT shows that he had a ③ occipital

stroke that is more on the left. He is verbalizing more than 300 but is still incoherent. Not oriented x3. Head surgery still elevated at 33.

O: Tc-32 (36-37), HP-70 (67-74), P-18

RP - 115/52 [108-144], 85-31 (180-311)

IP: 800N's, 2220 G.I. tube, 825 urine, stool x7

HENIT - PEP, CV - PEP II / Wagon, lungs - Rhonchi: ③

Abd - soft, UTAD, @ L.S., ext - DCL/E

L.S.: (3/4) Prob - 20.7

A/P: 5/P MVC E C3 occipital fusion

- awaiting placement

② ③ occipital stroke

- cont. Ivermex + ASA

- will need long term care

Wagley - JMS

1487

2/25/03

1030

CT noisier - "interlocked" CVA post.

had documented ③ vert and injury with 1000.

Long Rte = 3 in by 2.5 in + 44 degrees

glowing green - hisles brought 9/14/02

Diverted - 8 mm elevated to manage vert injury

to cost 1000 - med.

will need to discuss - vert injury - 2 family -

Wagley - JMS

1487

1495
69 3:30
15 min
15 min

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009 02 1892
01/13/21 W/M
FLEMING, DEAN L
ACCT009021892-3028
01/28/03 ADDRESSOGRAPH

Date/Time

3/24/03 Speech Pathology
3:00pm Pt seen this date upon return from CT. Fixed C b/s. Pulse ox to b/s - HR - 71. O₂ sat - 94%. E TC in place. Inner cannula removed & reattached lower cannula placed in line E track. Pt is strong voicing & 200% intelligible, some dysphagia noted. Pt is T O₂ sat to 95% & HR - 71. Pt is 3/5 of distress. Nurse & CNA informed of placement. Fixed remained C b/s. Informed of # on pulse ox. Nurse, CNA & fixed to (A) E monitoring of vs. If pt tolerates cap trial > 240, reid d/c track. Thank you. — J. M. M. & E. D. Hone.

MSD CCC - 518 7636/100

3/25/03 Speech Pathology
12:15pm Pt seen this date. Pt conts E cap in place. Pulse ox to b/s - O₂ sat - 90%. HR - 61. Pt is 5/5 of distress. Reid track by d/c id. Will cont to follow for swt. Thank you. — J. M. M. & E. D. Hone.

MSD CCC - 518 7636/100

3/28/03 Focus: Impaired skin integrity. A/T verbal loose stools.
Data: Reddened area between buttocks. "It hurts back there."
Action: Cleaned and applied Calmoxptine ointment to affected area for comfort & healing. Turned 30° from side to side.
Response: Expressed comfort. "That feels better." — Mary Cleatham, R.N.



Date/Time

3/25/03

Physical Therapy 1200

1505

⑤ "I don't know if I'm OK or not."

⑥ Pt down on this pt for AA/prim to ③ UE/LE x-rays on all available planes. Pt does and inconsistently following commands. No ↓ from ③ UE/LE. Pt left supine on rails 1x4, ③ SDH with restraints on bed (low).

⑦ Pt ↓ from ③ UE/LE. Pt currently not following commands consistently enough to be safe in EOB activity.

⑧ Cont on 3-5/11k for strengthening/ROM exercise in bed position.
Colin R. Roy, PT (x8973)

0/25/03

Attending

Spri

It is likely, but by no means certain, that occult like stroke, represent embolic phenomena for vertebral artery pseudoaneurysm or (R) (Trauma)

At this point, given his poor condition, I would favor either conservative antiplatelet therapy (aspirin or clopidogrel) or Low-dose heparin.

While there is a risk of pseudoaneurysm rupture & bleeding, the greater risk is probably of a thrombotic event since he has already had a thrombotic event.

Attending

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

Flaming Dan

00 702185L

ADDRESSOGRAPH

Date/Time

3/25/02

Endocrinology

82 y/o w.m. admitted on 1/24/02 due
to NVA, S/p C3 fusion, S/p pex
placement. Mr. DANIEL IR, NOT able
to feed Insulin regimen at home, PT
6 parkinson D2, S/p Stroker - parietal lobe
Told Insulin 6. Insulin, patient on
Findings - Colon - by pex

All p

PM: HTN, D12, B.polar, parkinson

Med: Insulin, Lithium, NSA, Insulin

PS: C3 fusion (1/24/02)

BID

So: Lives in Aiken

p Stok, Tob, IV (307)

PF: 7

Vital Signs: 106/47 71 98 36.4

p somewhat but easily rousable

Head: Exam, normal

N: Track in place

C: LTA

CUS w/ I/II 5m

Abd soft, RT, & hepatomegaly

D5 @, pex in place

Ext ecchymosis on upper Ext

& edema @ orthostatic - feet



5410

Date/Time

2/25/32 pp @ 6.10 AM

① 217 50.10

- New Sonnet, mostly available
follows commands
moving 2nd, DTI's 1/4

Acw 182 - - 155 - 152
⑤ ⑦ ⑧

311 - 120 - 70
⑪ ⑫

27 units ISS

128 / 96 / 56 / 128 cu 9.1
6.0 / 46 / 14 /
AST 23 ALF 33
ALH 200

A/p DATA: present will be A
To gac TID meals + 9HS
- Acw To be A To gac + 9pm (MS)
- Die ISS after Diet HAS
been changed

To NPH 15 units 50 gac
+ 10 units 52 gac
- will follow 2 you

THURS

5419

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

01/13/81 W/M
FLEMING, DEAN L

1000021002-3020

01/28/81

ADDRESSOGRAPH

Date/Time

3/26/83 JMS Trauma Note: PTP#58, POP#51

0755

S: Pt has trach capped this AM. He is in no distress and pulse ox at 95%. Also his mental function is improved today. Able to somewhat carry on a conversation. States that his left leg is hurting. A+OX1 (person). Able to answer who he is.

O: Tc - 36.4 (36.4-37.0), HR - 74 (63-74), R - 18

BP - 112/44 [98-114 / 40-53], BS -

HEENT - PERRL, cortical blindness, CV - RRR 1/4 SEAR

Lungs - ~~clear~~ occasional rhonchi; Abd - soft, NTND, @b.s.

ext - D/C/E, Neuro - A+O to person only

Labs: (3/25) 135/98 20/66 11.3 8.7 307
4.9 31 1.7 25.4

TSH - 1.33 Free T₄ - 1.08 NH₄ - 50, Ca²⁺ - 9.1

Urine - bacteria - TATC

RBCs/food - TATC Nitrite - Neg
WBC - TATC

A/P: S/P MVC E C3 - occipital fusion (trach capped)
- awaiting placement (consider removing trach)

② UTE

- consider levamisole since bactrim caused renal failure

③ Anemia

- consider adding iron supplements

④ PM - follow instructions from ER/DO/AR/NE

Resident: Addendum

Revised - JMS

AS above:

Question: ext - FU/Cx prior to h/c co involving stop.
Repeat bloodwork today.



PROGNOT

Date/Time

5/20/82

Endology

PT Followed for Dr. II

Dec: 211 - 170 - 70

154/224

125/78/70/66

29/211/7/ we 9.1

STSA 1.22

FF7 1.08

cord. 52 2/14 18.5

27.5

27.1

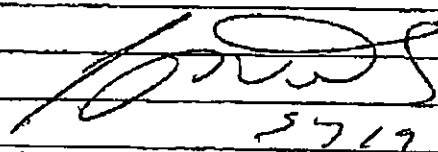
Dfa: Dr. II: Begin Npu

15 wds 52 gran

+ 10 wds 52. 1 pu

Δ Dent To gac + gus

Δ Dec To gac + gus


5719

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

01/13/21 12:00 PM
ELEPHANT, BLANK L

10004021892-3028

01/27/21
ADDRESSOGRAPH

Date/Time

3/26/03

Trauma at risk

Re per note ends note scan

Observed 10% infarcts on CT

Tachia closer changed as per note

Exam unchanged

Placenta awaiting

Drive

3/26/03

Samuel Nutrition

pt tolerating bolus feeds; having fluctuations in
B6 - desire to A bolus feeding schedule to
closely mimic one he had @ home.

Vec : Comply = 6 cans/d

	7A	12n	3p	6p	10p	
Comply	2 cans	1 can	1 can	1 can	1 can	n 2250 kcal
With	60cc	150cc	150cc	150cc	150cc	90g ps 1830cc H ₂ O

David Green, RD, CNSD
1988

3/26/03
1450

Focus: Increased agitation R/T pain

Data: Squirming around in the bed, excessive tremors and
pulling @ Foley catheter. "My T was and I hurt, al told you!"

Reflex: Moved g 2° and kept affected area cleared.

Maintained wrist restraints. Mittens applied to both hands.

Response: "elk okay now." — Mary Chutkan, RN, [signature]



PROGNOT

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

01/10/21 4/11
PLANNING, DEAN L

4 01004021992-3020

01/10/21

ADDRESSOGRAPH

Date/Time

2/27/03
8:15

Endocrinology

followed for Dr. H

Acc 154/224 - 112 - 120 - 132
⑤ ⑤

132

A/p.

⑤

NPH 15 AM + 10 PM

D/C 155

Acc g.c. + H5

5419

3/27/03

Endocrine

PHAD @ well controlled on present dose
of insulin as detailed in the present note.
will continue present regime.

M. J.
2-17-11

Transverse Atrial Septum

3/27/03 No change - issue of risk/benefit

1100 re: with self-administration of insulin
CWA - can't accept it - option of embolization
(to reduce stroke risk)

1487



PROGNOT

ROA0170

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

KG

009 02 1252

01/13/21 6/11
FLEMING, DEAN L

A 01004021002-3026

01/28/03

ADDRESSOGRAPH

Date/Time

3-7-03 Speech Pathology

10:40 AM S: Pt awake and alert receiving 40% humidified O₂ via TC. Cuff on trach deflated and copious secretions noted in peritracheal region. P family @ b/s.

O: Pt suctioned orally, tracheally and peritracheal. Thick yellow secretions noted. PMV placed inline w trach/TC. Pt = audible voicing, 80-90% intelligible. Pt = continued speech OX 1 (name) only. Pt counted 1-10 = max cues (pt counted 1-4 @ 1/2 and required cues to complete task). Pt named 0/5 pictures - pt noted = w'd attn to pictures, intermittent tracking only. Pt tolerated stim to lips only; w'd tolerance to OM stim via Yemon swab. Pt ejected PMV = cough x 2, productive cough = expectorated secretions via oral cavity noted x 3. Pt = T'd coughing this date. PMV removed @ 40 min 2nd coughing and pt fatigue.

A: Pt tolerated PMV 40 min - T'd coughing/fatigue noted this date. Pt continues to demonstrate non-aided speech.

P: S: to continue to follow per POC. Thank you.

Kelly C. Murphy/MSCFS LP

1-7244377505/1636

3/7/03 Focus: Progress note. Attention in nutrition

11p-9A Data: Pt = trach. Res feeding tube, restraints. Humidified O₂ via TC. Pt is alert but continued to tolerate bolus feeding @ 5". with flush 100 cc/120°. vital signs WNL. Afebrile. BS WNL. Pt's skin is intact. pre-Albumin ordered for Am labs. Will continue to monitor. ————— Pat's Puller



PROGNOSIS

Date/Time

3-26-23	Focus: Progress

7p-11p Data: Pt is NAD, no acute D's noted. Pt respirations even & unlabored, has #6 trach & cap. Pt has heplectomy in @ USA, patent. Pt has soft chest, no wheezes & rales bilaterally. Pt on telemetry. Apical & precordial PC's 60-100. Bowel sounds present. Family visited. Pt a little fidgety, kicks legs & combative during procedures. Will continue to monitor. S.D.M. J.L.

3/27/03	JMS Trauma Note: PTD#59, POD#52

0755 S: Pt $\bar{S}$ acute events overnight. He is very talkative but he is very confused. He is able to say his name but when asked his age, he states he is 28. Some rhonchi was heard in lungs but otherwise doing well.

D: $T_c - 36^{\circ} (36^{\circ} - 37^{\circ})$, HR - 62 (62-88), R - 18

BP - 123/4, (91-137/41-78), BS - 122(112-284)

I/O: 990 GI tube, 400 flush, 2230 urine, stool X3

HEENT - PERL, vertical blindness, CV - RRR ^{II} / OSEAN

lunges - rhonchi: (B), abd - soft / N7 / wD, (C) k.s.

Ext - 24/1/2, Neuro - A + O x 1

Labs: (3/26) 136 99 54 < 73 Ca^{2+} - 8.9
 5.3 31 1.2

A/P: s/p MVC @ vault, ~~traumas~~ C3 - occipital fusion

- remove track
- cont. observation

- awaiting placement

PM

- follow instructions of expts & nutrition

③ Anesita

- observe

④ ⑧ occipital stroke

- observe

Douglas - JMS
 m. l. d. m. d.
 1447

Date/Time

3/8/63 JMS Trauma Note: PTP#40, POD#33, Bactrim#4
0800 S: Pt's wife states pt is doing much better.
He is able to converse & her. Pt still incoherent
when speaking.
O: Tc-36⁶ (36²-36⁸), HR-60 (60-64), Resp-18,
BP-105/45 [$\frac{105-132}{45-55}$], BS-147 (97-279)
I/O: 1920 GZ tube, 800 other / 2850 urine
HEENT-PEPPL, CV-RPP, ^{II}/OL SEOM, Lungs-CTA,
Abd-soft, NT/ND: ⊕ bowel sounds, Ext-⊕C/C/L
Labs: No new labs
A/P: S/P occipital - C3 fusion
- awaiting placement
⊕ UTI
- continue bactrim

Discharge - JMS
Agree & JMS note, RT stitching
P. MARK 1350

3/8/11 IATZ AT note
No new problems identified:
G tube functioning well.
Plans for Disch are being made

3/08/03 Trauma
17145 PPD placed on (L) forearm

RUAPR
1350

135C

P8

009 02 1892

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Hospitals and Clinics

01/13/21 W/P
FLEMING, DEAN L

STAFF NOTES

001804021892-3023

01/24/21 PRESSOGRAPH

Date/Time

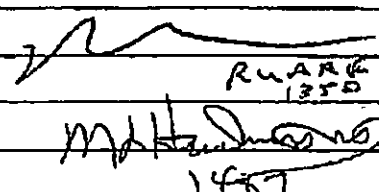
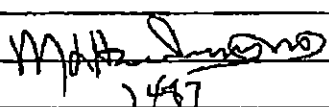
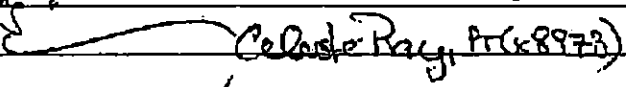
3/8/03	Focus: 24° pt progress noted alt. in respiration
2130	Notes: pt slip MVC
	Action: pt assessed pt. track care close
	pt on RA Humidified pt's pulse ox ✓d
	Response: pt 3 S/S of respiratory distress
	Will cont. to monitor pt ————
3/9/03	Jms Progress Note PT 41 / POD 34
710	⑤ pt 3 complaints / difficulties reported overnight.
	POD placed
	② ① 36 ⁴ ② 57-60 ③ 18-22 ④ 105-115 / 45-58
	① 1730 ④ 61 ⑤ 1300 + 40P
	⑥ GM - alert, NAD, orientation?
	lungs - CTA ⑦
	Heart - RHR 4 WIRIS
	Axol - SHT, AT/NO, BSC
	Ext - LC / LA, pulses = adequate
	⑧ ① SIP OCCIPITAL CS FUSION → awaiting
	placement by social work. anticipate
	early next week
	② UTI → bacterium (day #5) - will d/c
	today
	DDG/L JMS
	MDHAWSON
3/9/03	No new medical issues no cognitive
1015	changes, POD focal. Disposition pending
	M. HAWSON

1467



PROGNOT

Date/Time

3-10-03	Truma PTD 42
07:25	Pt doing ok Neuro status stable. Awaiting placement.
	Ta-36° Tc-35° P 57-65 BP- $\frac{106-115}{77-50}$
	TF 2250 + 500 H ₂ O UOP 1725
	Ct- (B) distant heart sounds abdomen soft
	A/P Read PPD today Await placement
	 Matthew 1487
3/10/03	Truma A/K/O
1130	No mental status change. Hypokalemia today: getting fix-ins. Flu- PPD Disposition - NH placement pending placed.
	 Matthew 1487
3/10/03	Physical Therapy with
1500	Pt been on this PM for AAR to (B) UE/LE x 20 reps in all cardinal planes. Pt able and intermittently following commands. No ROM/strength noted UE/LE. Breakdown wheel. Pt coughing up thick secretions during treatment. Pt left supine & rails up, (B) foot pumps on, and (B) A/P wrist rest on. Cont'd 35 min for ROM, strengthening, and bed positioning.
	 Celeste Ray, PT (K8973)

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

PG

MRN 009 02 1892

01/13/21 W/M
FLEMING, DEAN L

ACCT009021892-3028

01/28/03

Date/Time

3/10/03

Surgical Nutrition

pt - Bolus feeds via PEG; persistently Pzium K⁺
Current Teals: IsoSolve VHN $\frac{1}{2}$ can g 3°
@ 100 cc H₂O g 3°

= 2000 kcal / 124 g p/o / 1700 cc + 800 cc = 2500 cc H₂O
K⁺ = 92 mEq

Accepted to A feeds to Comply - $\frac{1}{2}$ can g 4° (6 pndam)

= 2250 kcal / 90 gm p/o / 1155 cc H₂O / 70 mEq K⁺

@ flush PEG = 200 cc H₂O g 4° for 100% fluid needs.

MM Cresci, R2, CWSD
1458

3/10/03

Focus: Pt. progress Note: Rat. resp.
unsuff. g/o track = thick secretions
Response: pt - vss. 6 clip. track intact
to thick yellowish-white secretions coughed
per pt. 04° & pass cont. Hum. RM AR
per track cellular debris/did to Comply +
can g 4° & 200 cc H₂O. NAD. — SJL



PROGNOSIS

ROA0177

Date/Time

[illegible]

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STAFF NOTES

MC

009 02 1792

01/13/71 W.M.
FLEETING DEAN L

ADDRESSORBARB

01/27/01

Date/Time

3/10/03 Speech Pathology
3:08pm S: Pt awake and alert & family @ b/s. Baseline D₅ sat 95%
latency O: Pt seen for PMV trial this date. Nurse rpts recent
Ar 9:30am tracheal suctioning. Pt tolerated PMV 45 min = episodes
of coughing x3. Pt repeatedly stated that he "needed rest
for the operation." Txist and nurse assumed pt that an
operation was planned. Pt = less confused speech
this date, O x 2/4 (name, "hospital", date, situation)
Pt = confabulatory answers (example: "I'm not in Georgia, I'm
some where else."). Nurse rpts pt = copious tracheal secretions.
PMV removed @ end of session 2° rpt of copious secretions.
A: Pt = less confused speech this date, ↑ tolerance of PMV.
P: ① Rec. change trach to #8 or less shiley =
② cuff prior to d/c from MCG. ③ Sx to continue
to follow for speech/language and swallowing. Thank you.
Kelly C. Dunphy MSCEP
1-728-341505/

3/14/03 JMS Trauma Note: P1D# 43, P0D# 36 7636
0805 S: Pt not verbalizing this AM. Wife states that
he was very uncooperative last night and he
was mentally deteriorated from before. Currently pt
is calm and resting.
O: T_c - 36.8 (35° - 36.8), HR - 65 (55 - 65), Resp - 18
BP - 123/54 { 103-113 / 44-54 }, BS - 119 (51 - 198)
I/O: 480 GI tube, 900 other, 475 urine,
Neuro - not oriented to person, place, or time,
CV - RRR normal, Lungs - CTA, Abd - ⊕ BS, tucked.
A/g: S/P occipital - C3 fusion
-awaiting placement



PROGNOST

ROA0179

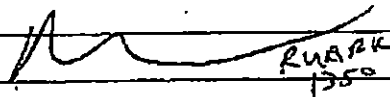
Mac Lee - JMS
RUMARK
1855
mxtkmdm

Date/Time

3/11/03 Trauma Attending
0330 Less 2000 unresponsive & apneic last
pm; still awaiting glucose id -
Jamp team - APT -
PPD read as neg

M. H. H. H. H. H.
1487

3/11/03 Late Entry for 3/10/03
PPD ⊖ < 5mm ⊕ arm


R. H. H. H. H.
1350

3/11/03 Focus: Fluid & electrolyte imbalance ²/+ elevated
blood sugar

Dexta: 0800 accucheck 340 1200 accucheck 277
K⁺ level 6.3 order for 1 Amp D50 Regular Insulin 10u IV
Calcium Gluconate 1 Amp IV, Bicarbonate 1 Amp IV
Action: V/S & B.S. monitored during treatment
for elevated potassium
Shirley Washington, SPN / Bear Portman RN

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

MC

NRN 009 02 1892

01/13/21 W/M
FLEMING, DEAN L

ACCT009021892-3028
ADDRESSOGRAPH

01/28/03

Date/Time

3/11/03

8:00

Topic: Hyperkalemia
K⁺ level 6.3 this AM.
Administered 1 amp Calcium Gluconate IV
over 10 min. Given 1 amp D50 & 10 units PV
Insulin. Blood sugar 201 mg/dl above given.
Electrolytes remained stable. Administered 1L
NS fluids. Checked K⁺ level @ 1830.
Continue to monitor K⁺ level.

L. J. [Signature]

3/12/03

0800

JMS Trauma Note: PT #44, PO #37

S: Pt not verbalizing this morning. Does not follow
commands. Pt also not oriented to person, place or time.
Pt is any signs of distress

O: T_c - 36.6 (35.8 - 36.6), HR - 72 (58 - 72), Resp - 18

BP - 119/40 [84 - 147 / 38 - 57], BS - 185 (67 - 213)

I/O: 700 95% NS, 1000 ml, 1868 G-I tube, 520 other, 2000 urine

HEENT - PERRL, CV - PPP & m/r/l, Lungs - CTA,

Abd - soft, NT/NO, @ b.s., ext - P/c/c/E

Neuro - Not oriented x3

Lab: (3/11) 131 | 47 | 53 | 194 Ca²⁺ - 8.5
5.7 | 27 | 1.5

A/P: s/p occipital - C3 fusion

- awaiting placement

② Hyperkalemia

- insulin, Kayexalate, PKC

[Signature] - JMS

R. W. [Signature]
(350)



PROGNOSIS

ROA0181

Date/Time

3/12/03 940 AM

Trauma att note

Doing the same - BUN & Creat
has T, Gluc 199, 150 + H₂O ATD
by Accutack

Urine 2000 cc in 24 hrs.
K 5-7.

pt has red Kayexalate
Suspect volume depletion due
to glycosuria.

To T free H₂O in H₂O
Request renal consult

3/12/03 Focus: Risk for violence directed at self/others
R/t mood alterations

Order for restraints to prevent interfering
to ~~prevent~~ with medical treatment also has
pulled out IV and peg tube.

Action: wrist restraint ties shortened and use
abdominal binders to conceal peg tube.

Sheree Washington SPN/Paul Portwood RN

3/12/03 Physical Therapy Note

1640

Attempted to see pt this PM; but pt is ↑ agitation.
Treatment deferred this date. PT will continue to
follow as appropriate.

Cecile Ray, PT (x8773)

Medical College of Georgia Hospitals and Clinics

MG

HRN 009 02 1892

01/13/21 W/M
FLEMING, DEAN L

ACC10050262526-3028

01/28/03

STAFF NOTES

Date/Time

13 March 03

Neotro

82yo WM in C2 C3 for following MVA on 1/28 has been on Home
surg service since then. He had a occipital to C3 posterior
fusion on 1/28. He rec'd a truck on 2/6 and a PEG on 2/26. He was
told to be on bactrim for a UTI from 3/5-3/9. He was D'd from
Isosource VHN in am 3/30 → comply in am 3/4 2° PK on 3/10.
Nephrology consulted b/c ↑ Cr. History available is limited as
no H&B in chart; pt had no MCG records prior to this
admission. No recent hypotension or contrast studies.

PMH

AP-NKDB

med's

h/o Parkinsonism

Report 24 BIO & PEG

DM

NPH 22 5 Am. 19 9 Pm

177N

Re, 10, 20m, 5, 3pm

Reporter d. l.

Finest 100% UPLG 710

Le vase de ciment

5

Levens form 5B ✓

AL pelonome

FILE 76-104

Region 10, IV, 8^u

Leslie Jones, TV, d

PS4

FA

Leisinger 40mg JPEG 810

occipital-L3 post. fusion

NC

Li CO₂ 300m, 4 feet 1st

Cont

L. B. B.



PROGNOSIS

15060

Date/Time 12/26 135/51 79 Fleming, Dan

12/26/03 E1d 22y. M in NBD, lying in bed in poorest restaurant in 6th border
frank - stable in mod. secretions large - mod touch CV - RRR & mtr
abd - benign, PEG in place, Ent - Fedema Poly in place
Narrow alert, not following commands

1/6 by me spec grav 1.015 mod blood pH 6.0 fr. prup FNT & LE
of casts 2-5 RBC, 2-5 WBC

3/12 131/97/53 <199 Ca 8.5
5.7/27/1.5

3/11 K = 3.3 132/99/54 <177 Ca 8.5
m₂ 2.4 6.3/27/1.6

3/10 P₀₄ 3.0 131/99/55 <116 Ca 8.2
m₃ 2.3 5.5/26/1.6

	3/11	3/10	3/4	3/8	3/4	2/2	2/28	2/29
BUN	53	55	46	39	34	34	40	64
C	1.5	1.5	1.9	1.2	0.9	0.9	1.0	1.1
K	5.7	5.5	5.9	5.2	4.5	5.1	5.4	5.6

2 4000 1730⁺
0 2000 1300

3/5 Bactrim started

Imp: ① Abnormal CRF - pt appears to have stage 2 CKD using
3/6 1.5 and BUN = 4.0 (MORO GFR 74). He did not have any recent
contrast or hypotension. He may have an acute interstitial nephritis
2° Bactrim.

② Hypertension - probably 2° lisinopril, lovenox, type 4 RTA 2° DM

③ Bipolar d/o on Li

④ S/P Li Ca Px

⑤ Anemia

Rec: ① Urine Eosinophils, Repeat 4/5

② Dose meds for GFR in 10-50 range, avoid contrast radiations

③ d/c lisinopril, start felodipine 10mg & PEG qd

④ IF PKT persists in stopping lisinopril, then would consider d/c lovenox

⑤ ✓ Li level

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

030302

PG

MRN 009 02 1892

01/13/21 W/M
FLEMING, DEAN L

ACCT0040210920028

01/28/03

Date/Time

3/12/03 Focus: 24 hour progress note: Ineffective airway clearance
7P-7A Data: Pt is alert, but confused. VSS. Afebrile. Pt $\bar{c}$ #16
Trach, thick yellowish secretions $\bar{c}$ good cough. Trach suctioning
prn as needed. Pt on humidified room air. Comply + con
per peg Q40 and free H₂O 200 cc Q40. Tolerating feedings well.
foley to BSP $\bar{c}$ yellow urine. Will continue to monitor and follow
plan of care. MyDent RN

3/13/03
0850

JMS Trauma Note: PTD# 45, POD# 38
S: Pt is verbalizing but very incoherent. Has thick
yellowish secretions from trach. Pt not oriented x3
D: Tc - 36.9 (36.8 - 36.8), HR - 55 (55 - 74), Resp - 16
BP - 99/34 [95-133 / 54-54], BS - 140 (42 - 185)
I/O: 2085 GI tube, 600ml, 1600 urine
HEENT - PERL, CV - PRR & mbrly, Lungs - < B.S
Abd - soft, NTND, @ b.s. ext - @ c/c/k. Neuro - not oriented x3
Labs: (3/13) 10.7 > 8.3 < 4.85
24.5

A/P: S/P occipital - C3 fusion

- awaiting placement

② Anemia

- observe $\bar{c}$ possible transfusion

Dee Lu - JMS

3/13 NO new problems

Placement awaited

Renal apixine seen.

watch Hb levels.

JMS



Date/Time

3/13/03 Physical Therapy Note
1240 Pt. Room 30 This AM for AP/PRom to @ UE/LE x 20 reps in all available planes. Pt. alert; intermittently following commands. No ↓ Rom noted @ UE/LE. Pt. left supine @ 1:44, bed low, i @ 1:47 when restraints on. Cont @ 3-5x/wk for Rom, strengthening, & bed positioning.
Celeste Ray, PT (#8973)

3/13/03 Speech Pathology
1:28 S: Pt awake and alert on humidified room air @ family @ b/s
O: Pt seen for swallow tx - this date and short PMV trial.
Pt @ thick yellow secretions around trach site. PMV placed in line @ #8 Shiley cuffed trach (cuff already deflated) and TC.
Pt @ episodes of cough x 4 in 15 minutes. Thick yellow secretions suctioned from trach site and oral cavity.
Applied cold stim to lips, gums, tongue, palate. Pt @ swallows x 5 p stim. Pt presented 1cc H₂O via pipette x 3 trials. Pt @ immediate cough, delayed swallow (3-4 sec).
A: Pt ~~is~~ continues to demonstrate sig delayed swallow during swallow tx. Pt continues to produce copious thick secretions which place pt @ risk for mucous plugs during PMV trials - pt can't be left alone during trials @ thick mucous. Cuffed trach @ risk of PMV being placed @ cuff inflated - injury to pt would result from this action. Uncuffed trach eliminates this danger/risk.
P: @ Dec. change to uncuffed trach if appropriate. @ 5x to continue @ swallow tx and PMV trials. Thank you.
Kelly CD for MSCFSUP
1-703-1505/7636

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

030303

MC

HRN 009:02 1892

01/13/21 W/H
FLEMING, DEAN L

ACCT009021892-3028

01/28/03

Date/Time

13m/03 Nephro Fellow
5'6
A/R 92/37 57
lungs - coarse crackles L-RRR 4m
Ext - Fedem
3/13 127/97/48 <145 Ca 8.2 8.3 <4.5
5.8/38/1.5 <145 A/B 2.1
Imp: ① Bwls on CRP - Ameliorate, Ca stable
② HFN - bp low ③ VNA ④ Anemia
Pl: ① Stop Pethidine - Ca may improve E N/A 6p
② Cortrosyn stim test - give 0.25mg Cortrosyn IM 2m
and V Suschke, 30, 60min cortisol levels
③ Consider blood transfusion H. Smith N. Smith, MD 8572
3/14/03 JMS Trauma Note: PTP#46 POD#39
0840 S: Pt alert today and able to respond to
questions. Improving verbalizations. Coughing
up yellowish secretions from trach. Pt 3
complaints
D: Tc - 36.8 (36.2-36.8), HR - 62 (55-62), Resp - 18
BP - 104/46 [92-113/34-58], BS - 146 [63-146]
E/O: 1174 GI tube, 200 other, 2000 urine
HEENT - PERRL, CV - RPP 8m/1g, Lungs - crackles ③,
Abd - soft NTND, ④ b.s. Ext - DC/C/E
Labs: (3/14) 9.9 > 8.4 < 4.5 127/97/48 < 145
26.12 5.8/26/1.5
A/P: S/P MVC occipital - C3 fusion
- awaiting placement
- Cortrosyn stim test as directed by neph.
Will get Cortrosyn stim test + FENa
results

Nahee Jans
R. Mark
1350



PROGNOT

ROA0187

Date/Time

Fleming, Dean

1/4 mucus Nephro. Fellow
 5 %
 36^B 104/96 62
 Long - coarse runcchi Cr-RRR fm
 Ext - f edema
 2 1894 0 2000
 3/14 129/99 / 55 (139 5.9) 25.4 (113 urini Na 24 Cr 18.7
 5.8 / 25 / 1.4 FENa = 1.392
 Imp: ① ARF on CRF - nonoliguric, G improving
 ② Hyperkalemia - persistent
 Rec: ① Kayexalate 30g 6 PEG 90
 W. Gutierrez MD
 8072

3/14/03 Focus: 24^{hr} pt progress potential for ineffective
 17hr air way
 Action: pt assessed, trach care done
 pt on Hum. RA pt is spat pulse ox 95
 and being seen by speech therapy and PT.
 pt suctioned from
 Response: pt Atorx U.S.S. & resp. distress
 noted

3/15/03 JMS Progress Note - PTD ^{50%} AD/POD AD
 7. AD ⑤ PT non-communicative this AM.
 ② ① 36^B ② 57-62 ③ 18 ④ 95-107/42-46
 ⑤ 2040 (1440 GSI) ⑥ 2250 UOP BMX1
 ⑦ PE Exam - NAD, responds to voice, but does not
 follow commands this AM
 Lungs - CTA ③ & w/c/r
 Heart - RRR & m/r lg
 Abcd - soft, NT/ND, BS ④, & masses
 Ext - & c/c/c, pulses = adequate
 ⑧ ① MVC is occipital, CS Ex → will discuss plans & team
 and nephrology rec. and make plans. Arranging
 placement.
 DPM JMS
 12 ~~~~~ Runck 1500

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

Date/Time

3/15/ 820 AM

Att note

See prev note. Renal opinions
awaited.

On Kayexalate.

No other problems

Dr. [Signature]

3/15/03 Resp. Care Note

10:20 AM

S: pt. appeared to be calm & verbal
Explanation and purpose of Sing out
trach.

O: trach & out from size 6 cuffed
to a size 6 cuffless to ext compli-
cations. Trach secured to velcro
harness. VSS & SpO₂ = 97% on RA TC.
Pt. vocalizes well & passy-mir
valve.

A: pt. tolerated trach & out well
& BBS mild rhonchi.

P: MD to assess for completely
weaning off trach.

Mona Herrington RRT
#1910



Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

030303

MC

MRN 009 02 1892

01/13/21 W/M

FLEMING, DEAN L

ACC1009031892-3838

01/28/03

Date/Time

3/15/ 8 20 AM

Att note

See prev note. Renal opinions
squared.

On Kayexalate.

No other problems

Triv

3/15/03 Resp. Care Note

10:20 AM

S: Pt. appeared to be calm & verbal
Explanation and purpose of sing out
trach.

O: Trach 2'd out from size 6 cuffed
to a size 6 uncuffed tube compli-
cations. Trach secured to velcro
harness. VSS to SpO2 = 97% on RA TC.
Pt. vocalizes well to passy-mir
valve.

A: Pt. tolerated trach 2 out well
to BBS mild rhonchi.

P: MD to assess for completely
weaning off trach.

Mona Herrington RRT
#1910



PROGNOSIS

ROA0190

Date/Time

3/4/03

11 AM

Renal follow up

The pt seen for exam. The pt is non-verbal, but does not appear in distress. TB: 436 RZ 114/47 100b2 1/0 2000/250

pt: Alert, awake, eyes

Open: no JVD

Lungs: clear

Heart: normal

abd: soft, no AB

Ext: no edema

Enter: p H₂O 7.1 mg 2.4 Ca 8.9

133 / 101 / 42
8.7 / 24 / 1.2 C160

Urine Na 24 Cr 18.7

UAB 8.4 C8/14/107

Med: Hypercalcemia 30 mg qd

Repiridol 200 mg BID

Lithium Carbonate 300 mg qd

Lansox 20 mg 1x qd

Sildenafil 100 mg tid

1000 1x qd

APN 20 gpm + 5u gpm

10 u gpm + 5u gpm

to p - ORP to hypercalcemia / hypomagnesemia
non-align in
most likely 2° to dehydration /
volume depletion

Rel: ① D/C Lasix

② AB at 100 u/hr

③ Δ feeding to Nepro

④ V Lithium level

⑤ ↑ Hypercalcemia to 60 mg qd. up to 200 mg

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Hospitals and Clinics

STAFF NOTES

MC

MRN 009.02 1892

01/13/21 W/H
FLEMING, DEAN L

ACCT004021892-2028

(01/28/03)

Date/Time

3/15/03 8 AM

Trauma att note

To cont same care.

Renal svt note seen. To
follow their suggestions.

I Fell 1434

HR 820

U/O 1500

4 stools

Cr 1.2 (u)

Add cott

for

3/14/03
9:45 AM

Renal Renown Note

No pr seen learned.

133

133: un sed

Lab: Phos 3.5 mg 2.3

134/152/39

49/27/1.1 (175)

Bun 17

47/1.2

Ca 8.4

corticotropin stimulation test: ~~WNL~~ WNL.

OP: MRE: improved

Hypertension: Returned to normal

Rec: ① continue to observe BMP qd

② D/C Lasix

③ NS 1000 per x 24

④ ↑ fluid intake by NGT.

⑤ ✓ Lithium level.

We sign of the case

Thanks for consult.

W. J. J.



Date/Time

3/16/03 Focus: 24 hour progress note: Ineffective airway clearance.
7P-7A Data: VSS. Afebrile. Pt is alert & confusion at times. Pt c #6
Cuffless trach & thick yellow secretions. Suctioning per cis
needed & good cough. Pt continues on humidified room
air. SR on the monitor. Will continue to monitor and
follow plan of care. ————— MyDent RN —————

3/17/03 Focus: Blood Sugar
0040 Data: Blood sugar 47.
Action: Dr. Ruark (1350) notified. Comply + can bolus
give. IV infiltrated. New IV placed. Lamp D50
given w OHS.
Response: Blood sugar w OHS 208. Will continue to
monitor. ————— MyDent RN —————

3/17/03 JMS Trauma Note: PTD#49, POD#42
0815 S: Pt 3 complaints. Able to verbalize this AM. Girlfriend
states his mental status is improved after P/c
Lithium.
O: Tc - 36.2 (36.0 - 36.8), HR - 64 (63 - 68), Resp - 18
BP - 113/43 [113-123 / 43-60], BS - 172 (47-208)
I/O: 1425 GI tube, 700 other, 1100 urine, stool x/
HEENT - PERRL, CV - RRRom/r/r, Lungs - CTA @,
Abd - soft, NT/ND, @ b.s., no masses
Ext - ec/c/e
Labs: (3/16) 134 | 62 | 39/195 Cu²⁺ - 8.9 Mg - 2.3
4.7 | 27 | 1.1 Phos - 3.5
A/P: s/p MVC & occipital - C3 fusion
- awaiting placement

Agree & plan

Due to - JMS

Ruark 1358

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Hospitals and Clinics

STAFF NOTES

MG NRN 009 02 1895

01/13/21 W/H
FLEMING, DEAN L

ACCT009021892-3028

01/28/21 PRESSOGRAPH

Date/Time

3/17/08 Physical Therapy Note

1750

⑤ "I used a cane to walk. I'll try getting up, but I don't know if I can."

⑥ Pt. seen @ this PM for approx to ⑤ UE/LE x 20 reps in all available planes. Pt. actively performing all movements @ Assistance. Pt. able to do ⑤ SLR x 20 and has 3/5 strength throughout ⑤ UE/LE. Pt. left hip on a rail x 4, ⑤ soft with no tenderness and foot pumps on.

⑦ Pt. @ active participation in exercises and ↑ appropriate speech. Still not fully oriented, though. Pt. @ adequate UE/LE strength to begin amb mobility training if cognitive status continues to improve.

⑧ Cont @ 3-5x/wk for strength & mobility training. Will attempt amb activity on next visit if pt able to safely tolerate.

Cecilia R. Reg, R 68973



Date/Time

3/15/03 Physical Therapy Note

1015

⑤ "Why do I need to sit up?"

⑤ Pt learn this AM for functional mobility training.

Pt mod @ supine → sit @ min @ to maintain sitting EOB.

Pt sit → stand @ mod @ x2. Pt able to stand ~30 sec

and then sat EOB. Pt unable to fully extend knees/hips.

Pt mod @ sit → supine & legs @ raise ↑ x4, ⑥ sit w/ wheel
chair & foot boots on.

⑦ Pt @ ↑ COB activity this date. Pt still not ambulatory
or able to be COB @ Assist.

⑧ Cont @ 3-5x/wk for strength & mobility training.

Colleen Roy, PT (K8973)

0 : 75/03

STAFF NOTES

ADDRESSOGRAPH

Date/Time

3-17-03 Speech Pathology

15 bpm Pt seen for PMV and swallow Ex this date. Girlfriend @ b/s. PMV placed in line = TC (humidified air) on #6 shiley uncuffed (A noted?). Pt required max cues to complete OM exercises. Pt tolerated PMV 3 hours 40 min = distress. O₂ Sat's ranged 93-98% during trial. Pt monitored ~ 30-60 min = nurse and girlfriend @ ing. G: Pt = ↑ tolerance of PMV this date. Pt more appropriate in conversation than before. P: Sx to continue to follow per POC. If pt continues to demonstrate progress, swallow re-eval to be completed later this week. Thank you.

Kelly Chapman SFS LP
#20112 #1125

1-7243 #1505/1638

3/18/03	JMS Trauma Note: PTP # 50, POD # 43

0840	S: Pt not verbalizing this ADL. Would not follow commands and directions. Does respond to stimuli.

D: $T_c - 36^7 (36^2 - 36^7)$, HR-57(57-64), Regg-18.

$$BP = \frac{128}{52} \left[\frac{113 - 129}{39 - 54} \right], \quad OS = 127(89 - 208)$$

I/o: 960 GI tube, 500 other, 2350 Foley, 8500

HUBERT - PEREL, CV - RRP ~~2011~~ ^{III} SE-01

Lungs - CTA; Abd - soft, NT/ND, @ 6.5

Ext - 0 c/c/e

lets: No new labs

AP: S/P MVCE occipital - C3 fusion

- auxiliary placement

Dayton - Mrs

M. H. ~~Danvers~~
1487



PROGNOSIS

ROA0196

Date/Time

3/18/03
1200

Trauma Att. On
No change in status.
#6 Stays in place
PE6 feeds -
Disposition pending - ? Place on at Salt Lake

M. H. Dumas
1487

3-19-03 Found: 24 Hour Progress Note R/T ineffective
0850 airway clearance. Patient resting quietly
in bed. respirations even & unlabored. rd 90
chest pain on diazepam. O2 sat 96% on
50% O2 via T. collar. Hx 30% Hb. Action:
patient assessed & results discussed on
nursing floor sheet. In red administered -
Reports. Thoracic procedures well
will continue to monitor - f. Barry, RN

3/19/03
0830

TMS Trauma Note: PTO# 51, POP# 44

S: Pt currently not verbalizing. Pt's complaints. He
still has yellowish secretions.

O: T_e - 36.8 (34.4 - 37.8) HR - 52 (55 - 60), resp - 18

BP - 120/49 [122/25 / 49-51], BS - 260 (150 - 260)

I/O: 2060 GI tube, 400 other, 2850 output

HEENT - PERL, CV - RRR II SEM, Lungs - CTA,

Abd - soft, NT/ND, @ b.s., ext - DC/C/E

Labs: No new labs

A/P: S/P MVC E C3 - occipital fusion

- awaiting placement

Wae Lee - TMS
R. W. H. H.
1350

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STAFF NOTES

MC

009 02 1892

01/13/21 W/M
FLEMING, DEAN L

101004021892-3020

01/28/21 ADDRESSOGRAPH

Date/Time

3/19/03
1210

Tramaine CNS

Select Specialist has denied
pt based on minimal Medicare
benefits. It currently does not
meet strict criteria based on
inability to consistently follow
commands, inability to tolerate
3 hrs of daily therapy. It currently
meets SNF care requirements,
SN conducting care. Dr. Smith has
Daughter continues to request
that it be taken off his L-
It experiences side effects in the
past will discuss team.



PROGNOSIS

Date/Time

3-19-03 Speech Pathology

2:55 S: Pt awake and alert, receiving 33% O₂ via TC. In #6 shiley uncuffed. Noted displace inner cannula - nurse rpts original inner cannula has been lost. Girlfriend @ b/s.

O: Pt seen this date for assessment of swallow @ b/s. PMV placed in line - TC/trach - nurse rpts recent suctioning tracheally. Baseline VS HR 65 O₂ Sat 96-97%. Pt presented graduated amounts ice/H₂O dyed blue for visualization. Each amount was presented x 4 and pt was tracheally suctioned a ting amount to monitor for aspiration. Pt = blue dye return = ice, teaspoons H₂O, H₂O via cupped - blue dye return noted p presentations via straw. Pt = adequate oral bolus manipulation, mild delayed swallow, 0 throat clearing, 0 sig h vocal quality p swallows. Pt = cough x 1 p swallow and coughing = tracheal suctioning (cued). O₂ Sat 1.94% p presentation via cupped. Returned to baseline quickly (p suctioning). Results d/w pt, girlfriend, family member, MD.

P: Pt = sig s/s laryngeal penhap as evidenced by blue dye return upon tracheal suctioning p presentations of H₂O dyed blue. Pt has deemed progress compared to initial eval and is appropriate for MBS.

P: ① Rec. ~~at~~ MBS tomorrow AM to evaluate swallow function ② Rec. continue NPO pending results from MBS

③ STx to follow. Thankyou ———— Kelly C Dunphy MSFSCF
1-784-31505/7636

3/19/03 Focus: Assessment note: ~~initial~~ assessment complete

7p-11pm @ 1950. Pt resting in bed. Respirations unlabored. #6 Trach in place & Passimur valve in place. Speech clear but compressed. O₂ sat 96-97%. Accur 197 covered. Units regular in 50. Complaining per pag 5 difficulty. A&B in place. Foley BSD & clear yellow urine noted. Bowel sounds present. Suctioning in place. SRT x 4. Visitor @ BS. Haplock note. Left hand & no redness noted. Pt remains on telemetry. Visitor instructed to call for assistance. No distress noted. ———— B. Turner.

Fleming, Dean

STAFF NOTES

ADDRESSOGRAPH

INSTRUCTIONS: RECORD HISTORY AND PHYSICAL EXAMINATION ON THIS FORM. FOLLOW WITH PROGRESS NOTES IN CHRONOLOGICAL ORDER.

DATE

3/20/02 Speech Pathology - Modified Barium Swallow Study (MBSS)
11:30am S: Pt awake & alert - Initially in prone position; tried to h/s for
larynx, mandible & PMV.
0: MBSS completed in lateral viewing plane. Barium prepared
consistencies included nectar, honey, thick liquids & puree in graduated
bolus volumes in 80-90° upright position. Results:
① mildly prolonged oral prep phase & poor bolus formation &
↓ A-P bolus transport.
② mild-moderate delay in initiation of pharyngeal swallow response &
premature spillage to valleculae & all consistencies.
③ moderate oral & pharyngeal residue & spillage of
residue to valleculae - pt & ↓ sensation, & spontaneous
2nd swallow; pt denied initiating 2nd swallow to ↓
residuals
④ adequate airway protection during the swallow & mildly ↓
antroposterior laryngeal excursion. & laryngeal prolapse noted
during swallow.
⑤ comp strands not apparent & thin & 2° neck flexion & ↓ ms
A: & laryngeal prolapse noted during MBSS; however pt @ signif risk
of aspiration 2° laryngeal parameters, delayed swallow response, signif
residue & ↓ sensation. Overall for improved but remain @ risk.
P: Rec'd pt cont @ NPO status & nutritional feeds via PEG.
Rec'd cont'd SpTa services for PMV tones & swt. Results b/w pt,
friend, nurse & MD. Thank you! Martina M. Echelon,
MSP.CCC - SLPA 7626/02



PROGNOT

Medical College of Georgia
Hospitals and Clinics

29 DEC

MG

NOV 02 1892

STAFF NOTES

01/13/21 W/M
TELEPHONE ADDRESSOGRAPH
1100-0210-02-0018

Date/Time	
3-21-03	FOCW NOTE: TRACH/AIRWAY
1600	PT $\bar{E}$ CARRIED TRACH TODAY - 7-8° - NO DISTRESS NOTED PO ₂ 95% - 97% R AIR PT RATED PAINFULLY MOST OF SHIFT. ALL CAT EXPIRATORY WINDS NOTED MINIMAL TRACHEAL SECRETIONS (THIN/WHITE) REQUIRING NO OTHER SUCTIONING TA-4P. ——— B. Shultz R
3/22/03	JMS Trauma Note: PTD#54, POD#47
0825	S: Pt verbalizing this AM but is incoherent. Not oriented x3. He has popped the trach cap test. Yellowish (thick) secretion from trach this AM. D: T _c - 36° (314-369), HR - 65 (60-73), R - 18 BP - 106/44 [97-124 / 44-58], BS - 174 (144-292) HEENT - PERL, CV - RRR, I/II SEM, Lungs - rhonchi (B), Abd - soft, NT/NO, ⊕ b.s. Ext - DC/CL/E Labs: (3/21) 129 94 41 221 Phos - 3.7 5.4 29 1.1 Mag - 2.3 A/P: S/P MVC $\bar{E}$ C3 - occipital fusion - awaiting placement - consider removing trach $\bar{E}$ team
	MMA [Signature] 1487 [Signature] and [Signature] Evans



PROGNOT

ROA0201

Date/Time

9/21/03 1030 Transum Attending
 LOC entry - same as in records -
 no overall change - digestion still
 problematic -
 ↓ LOC - same concern over appropriate
 medical management Parkinsonism -
 Neurology consulted
 M. H. [Signature]
 1457

3/22/03 1030 Transum Attending
 No change - neurology note pending
 Trach sputum to be sent for
 C. diff. & other infections - ↓ need for
 antibiotics -
 maybe able to ↓ trach. tannin
 M. H. [Signature]
 1457

4/22/03 1700 Transum Progress Note - Ineffective Airway Clearance
 Data: Pt resting in bed comfortably, respirations unlabored &
 productive cough, Humidified O₂ @ 40% air by trach collar.
 Pt coughing up thick, yellow sputum.
 Response: will continue to monitor pt & follow plan of care.
 Jeff [Signature] MGSN
 Caldwell, JG, RN

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

Date/Time

3/28/03 S. Palmer complaints
1100 O AFSS

DO W6 1730/24hr G500LS ACUV 132-297

NEENT- PERUL

NEURO- R-TOX)

CV- RNR #101 SEM

CHST- Coarse breath sounds (3)

ABD- soft NT (4) BS

LRT- P C/C/E

LAOS	135	101	38	ca 4
	5.3	29	11	2.4
				P 3

R/P 5/P MVC

- remove trach

- placement feeding

- cont to follow instruction of ends & nutrition

- cont to observe (4) occipital starts

[Signature]
1350

3/28/03

Endone. my
700ms to high third eyes only
will q turn hpy + what 4 into of
oghr make to see here.

[Signature]

End

3-1876



PROGNOT

ROA0203

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

Date/Time

3/29/03 Focus: 24 Progress note -
1600 Response: Nutrition: continue bolus feed Coughing
via NG and flush with H₂O. UOBA: very
concentrated. continue soft restraints and monitoring
per protocol. ————— 1048/aleander

3/30/03

Endone 100
patient is improving. Head 1/2 in
limb in the 30 day of over surgery.
Lull 10 pm 7 pm 15 min + white
matter coming in. Drowsy. Head 1/2 in.

M.D.

5th
7-15-26

3/30/03 No new issues - prob. Transfer home.

1130 pending clearance

M.D. 1457

3/30/03 Focus: Progress note

112-7A Data: pt 2/3 proteinuria. pt has #6 to be capped
tolerating well. 2nd day tube below body. folio to
BSD until size and abstinence. Acc - Acc & NG pt receives
NPH QAM, QHS. It is in wrist restraints. It is being
quietly. Will continue to monitor. ————— 1457/aleander



Date/Time

3/28/03 Focus: 24 Progress note -
L8W Response: Nutrition: Continue Comphy via PEG
6 cans per day - tolerated well 2 150cc H₂O flush
cath. Gut active clinically. VSS - will
continue present plan of care ——— K48W

3/29/03 Trauma PTD #61
09:35

Pt has no C/O.

Pt has "tremor" this AM
Conversant but disoriented

AF-VSS

MAET, follows some commands

Cta (B)

distant heart sounds

abd - soft - PEG site clean

A/P - will discuss plan with neurosurgery

- if no NS intervention will

D/C trach

mark 1350

M. J. [Signature]

1487

3/29/03 Trauma Attending
1015 As above - awaiting N/S sec re: vert. act
injury - pass VA formant

M. J. [Signature]

1487

3/29/03

Endocrine atty.

7:00 AM lunch time 1st check

Only 1st day to get AM sugar

will be lower lunch time BS. No vom

as from only mobile get. will adjust

meds tomorrow.

[Signature] Jones
Eli M - 1026

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

MC

MCN 009 02 1892

01/13/21 W/M
FLEMING, DEAN, L

ACC1004021892-3028
01/28/03 ADDRESSOGRAPH

Date/Time

3/29/03 Focus: 24 Progress note -
1600 Response: Nutrition: continue bolus feed comply
viaPEG and flush with H₂O. UOBA very
concentrated. continue soft restraints and monitoring
per protocol. ————— 1046raden

7/26/03

Endone 500
24525 E Temporal Head 1 yr and
under in the 30 day of over 200%
with 17 in 724 15 cm + weight
monitoring in 200000 blood 1 yr

11-1
D.H.
3/15/04

Transfer After 2 days

3/30/03 No new issues - prob. Transfer 1 hour -
1130 pending clearance

M.H. 1487

3/30/03 Focus: Progress note

11p-7A Data: pt slp posterior - Summary: pt has #6 tube capped
functioning well. pt has per tube bolus feeds. Foley to
BSD. vital signs weak afebrile. Acc✓ AC + WS. pt receives
NPH QAM, QPM. pt is in wrist restraints. pt resting
quietly. Will continue to monitor. ————— 1046raden



PROGNOT

ROA0206

Date/Time

2/21/23
8:12 am

Embryology

PT followed for Dr. etc.

Acc: 268 - 282 - 150 - 164
156

on 20/15: ~
4/1 R

Dr. Dr. II: 7 Regular scan To 6 scan
units

5715

3/31/03

Trauma PTD-63

09:00

No new C/O.

Started on bactrim 2 days ago
for UTI

Ta-36^h Tc-36^h P-59-68 BP $\frac{106-131}{48-69}$

IV 1500 TP 1050 400 1800 stool x1

gluc 164-288

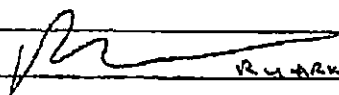
cta (B)

RRR - distant

abd - soft, ND, PEG intact

A/R - D/c track if no surgical
intervention

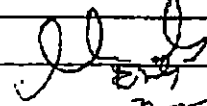
- Placement - UA?

 R. H. H. 1370

3/31/03

Embryology

7/1/23
gently with P. which is debilitated
Dr. P. in W. W. C.

 3-11-11

Medical College of Georgia
Hospitals and Clinics

Flaming

400

STAFF NOTES

9121892

ADDRESSOGRAPH

Date/Time

3/31/03

1500 PM

Trauma att note

Pt evaluated. NS opinion req
vertical & arranged awaited

Trach tube in place.

Placement issues are being addressed

Flaming

3/31/03

1505

Physical Therapy Note

Pt. down on this pt for in/room to BLUE/LE x 20 reps in
all cardinal planes. Pt able and actively participating
in movements w/20s of time. Pt 54 down BLUE/LE.

Pt left supine. 2 (B) left wrist restbands on 5 (B) foot boots
on, 1 (B) 1 x 4 1/2 bed low. Cont AD for 20 min in bed positioning.

Celeste Ray, PT (x8973)

3/31/03

800

10:15 AM Progress Note - ineffective airway clearance

DATA: Pt has 6#6 cuffed trach & O₂ connected
to it. Pt able to speak to staff & expectorate
orally. O₂ Sat 96% on room air. Responsive. Pt
resting comfortably, will continue to monitor & follow
plan of care.

Jeff Allen MEd



Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

PC

PHN 009 02 1892

01/13/21 W/H
FLMING, DEAN L

ACC1009021382 RES 508APH

01/26/03

Date/Time

4/1/03

Endocrine Consult

Mr. Fleming was seen and examined by Dr. Morgan
was observed with Dr. Parker. It was noted Dr. Parker
asked to agree with the notes and plan (see
E. Chis, MD

4/1/03

Trauma

Trauma demand @ 1715 5 de R/L with
Pt tol well.

Dyspnea, talking

B. J. 1303

4/1/03

Focus: 4/1 Progress Note - ineffective airway clearance

1745

Lab: Pt's trach capped on 3/20/03. O₂ sat 96% on
room air. Trach removed this evening by MD.
Response: Pt tolerated procedure well, no air leak
noted. Pt able to communicate verbally & distress. O₂ sat
96-97% on room air. — (J. Calvert, MD) —

4/1/03

Endocrine Consult

Patient being followed for DMO

4/1	530A	11A	430P	1045P	9/12
	137	197	206	169	253

AP:

① DM II - 11AM sugars somewhat elevated 9 FBG
also mildly elevated. Suggest Am rep to monitor
will give additional 2 units this AM to total
this. Also ↑ NPH to 12 units 800PM.



PROGNOSIS

ROA0209

Acute Care
Gibson 1748

Date/Time

4/2/03
10 AM

Truman

PRD #65

events. Tumor removed 3 complications yep

AFUCS

② PEG 1980 - 2500 Aish

BC 137-253

③ no 2500 PBU

Abel code/WT/WT PEG site C/D/E

(A/P)

s/p C₁-C₂ 0800 E not an organ, cut

anatomy placement

labels today

B. J. 1303

4/2/

920 AM

Tr attending note

10 new issues. Placement awarded

Track out

Truman

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

MC

MRN 009,02,1892

01/13/21 W/M
FLEMING, DEAN L

ACC10C902109 ADDRESSOGRAPH

Date/Time

4/2/03 Speech Pathology
250pm Pt seen for swallow tx this date. Decannulation noted. Pt pressed lips together x 10 to stim. Pt attempted to follow lingual commands - noted lingual ROM. V'd = incoordinated mmts. Pt would accept exist-or self presentation of oral stim - pressed lips together and voiced refusal. Pt = confused speech during session - speaking to individuals of present in room. A: Pt = V'd tolerance of oral motor stim/therapy this date; V'd confusion = intermittent appropriate responses. P: STx to continue to follow = swallow Tx. Thank you.
Kelly Dunphy MScFSLP
1-7543 #1505/
7636

4/2/03 Endorsement
Mr Fleming assessed current Management decision
= Dr. Cantello's of Pacer. I have noted Dr. Cantello's
note and I agree with the findings and plan.
E. Cantello

4/3/03 Endorsement. Pacer
Pt followed for DMII. No problem for
4/2/03 253
1 PM 80
10:15 PM 205
11 PM 216
4/25/03 118

A/P: DMII - Will continue NPT 20 AM/17 PM
and regular meals. Learning Cols be
consistent child
and in
no charts for
QAC @ same time to
with caregiver.
B. Cantello 1/4/04

MC7618775 8/93

PROGNOSIS

ROA0211

Date/Time

4/3/03

Endocrine (Hem)

M. Hem on sun cal equin Thymus decreased with
 De Estab and P. Hem. Also noted De Estab on
 cal hyper calc for 1st cal ph of case

200

4/3/03

Truman

P. D. #66 Amy #4 vtz photos

Sam 12, 10 c/o. Day well 5 d. mod.

ARVRS 501 PEG Ques

66-80-253

10-1500

BWKT

131	96.40	2922
5.9	30	1.2
		7.5
		2.6
		4.5

Abd soft/no/no PEG C/D/K

Awake placement

will treat (10-1500) B/P 120/70

4/8/03

Prepared Therapy Note

1130

(1) "I'm percutating now."

(2) Pt. down at this AM for AARM to BLUE/LE X Sonaps
 in all available places. Pt. alert and actively
 assisting 2 movements 30% of time. Pt's girding
 at BS and assisted pt 2 BLUE/LE exercises. Pt. lost
 before 2 rails 4x4, head low's (3) left wrist noninvasive
 intact. Pt's girding at BS. Redman @ heel (lateral)

(3) Pt. still 2 confused speech, but slightly + active
 participation in exercises. Continue to verbal @ heel.

(4) Cont @ 3-5x/week for strength & performance

Celeste Ray, PT (28773)

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

MC

MRN 009 02 1892

01/13/21 W/M
FLEMING, DEAN L

ACCT0090210 ADDRESSOGRAPH
42-3026

Date/Time

01/22/03

4/3/03

1315

Trauma Attending
No new issues. Trauma still
PEs feel 3 difficulty
Awaiting placement of disposition

1487

4/3/03
1400

Trauma Attending
Disposition of nursing continues
Denied by non-VA contracted
nursing. Issues related to inadequate
Medicare benefits. No VA nursing
Income taken up. Spoke to Dr.
Hunt, nursing resident @
VA regarding transferring pt
there to assist of insurance. Dr.
Hunt said would check Dr. Hunt
in get back to us. Dr. Hunt



Date/Time

End of shift

4/4/03

OT Awake not during night no other problems

CBW 615A / 1PM 430 PM / 10 PM / 630A

NPT 20 minutes

118 / 153 / 290 / 256 / 148

Regular 4 min P:

① PM II - 1st CBW still elevated. Consider

NPT 17 min

AM NPT by 2nd read

Regular 4 min

add-on: 3rd

Ally

attending 1 NPT in AM

6:30 AM 1746

by Jones to 2nd QAR

Adjustment in regular not needed

DR

4/4/03

End of shift

Mr. Flem was seen and examined. Movement down to Eider
could see I have received Dr. Emberto note and
I agree with findings and plan of care

DR

Transferring

4/4/03

No new issues. Neurology / VA has refused

1045

to accept Mr. Fleming in transfer.

Cont efforts for placement

Transferring

DR

1487

4/4/03

Physical Therapy note

1430

Pt seen @ 1:30 PM for ADROM to @ UE/LE x 20 reps in
all available planes. Pt's girlfriend present & actively
assisted & motivated. Pt participated in exercise 240%
of time. Pt left supine & rolls 4x4, bed low & @ UE wrist
foot pumps on. Girlfriend at 1st. Cont @ 3-5x/wk for
Rom. strength, & ↑ mobility as pt able to tolerate.

Patricia Raus A (x8973)

Medical College of Georgia
Hospitals and Clinics

MC

MCN 009 02 1892

Fleming

STAFF NOTES

01/13/21. N.M.
FLEMING, CLAN L

ACCT004021892-3028 ADDRESSOGRAPH

Date/Time

4/4/03	Thrombus 01/28/03 #67 C & S/p over perts. Supra or girthed. Sped He talked on phone. No x.O. Follows commands Arises. BG 118-290 C-AB, sub. w/nd PEG side C/O/t UO 1000 B.M. & T (AP) Cont. or/pt Perch, placine 150's
4/4/03	OT note - consult not appreciated. Good to improve.
4/5/03	Nurses Note. Dad: Pt resting most of the night, sudden a timer. Alert to name called & asking when his wife would be coming to visit. Pt tolerating per. tube feeding well. Pt Comprehended a timer trying to get out of bed & a little combative. Action: Restraint in use of the chair in room by staff & tray. Visual checks also noted by all staff @ tray. answered response. Pt resting a pre-late time.



Date/Time

4/5/3

Endocrine

0740

Pt responds to loud voice - not conversant

	06	11	13	16	22
BG	4/3	115	153	290	256
	4/4	148	376	53	
	4/5	159			

if beam copy/ey
~~per RPT~~

B/P (1) (1) - BG above - pt received 20 vials vph then
 + 12 vials Reg^m - Green Fluorescent -
 BG yesterday & will v or BG
 in afternoon and adjust machine
 further if needed.
 Call 5128 8 ay ? -

4-5-03

Trauma PTD 48

0805

Pt 5 c/o this AM. Interactive

VSS. Afebrile UOP 1000

Gen: WDOWN WM in NAD

Neuro: conversant, inappropriate at times Oriented person only

Lungs: (B) exp wheezes

CV: RRR

Abd: soft, NT/ND, NABS, G tube in place

Ext: pale

AP: Pt slip MVC. Pt had trach pulled - doing well.

Awaiting permit - consider transfer to VA for
 neuro rehab

Jimmy J. Bay & co svcs

No new issues

Placemat planned

Jimmy

STAFF NOTES

REF 309 02 1892

Fleming

ACCT009021892-3028

ADDRESSOGRAPH

01/28/03

4/5 Focus: Pt progress
2/36 Data: Pt Alert @ times, Confused - USS
No distress noted. Foley draining clear
urine. i Lg. Bll. Tolerating feedings
well. None contraindications exist
restroom applied. Resting comfortably @ this
time

DH/MS/LPN

4/6/03 Trauma att note
no new issues vs. Trans to WA
or other facility awaited

Gran



PROGNOSIS

MC 70 / 0778 596

ROA0217

Date/Time

4-6-03 Trauma PTD 69

0830 q new issues:

VSS, Atrial

Lungs: CTA (B)

CV: RRR

Abd: soft, NT/ND

Ext: q c/c

Pt slip MVC. Stable. Cont to await placmt. Endocrine following for BG control.

Jimmy M Box MD SVB

4/6/3 Endocrine

0845

Pt alert on an T 86 P 67 R 20 BP 141/54
 Rt VSS Lt clear Ht RR

BC still hungry 4/5 06 12
 189 86
 4/6 128

↑ to 225 per min

10:00 AM - Chngd ST on 4/5 to STP Breakfast
 2 cars TID - Over 200/120 on an
 + will have nurse call me @ 1700
 to BG to adjust more regn after
 assess response to Ht chngs.

4/6/03 Diabetes) Slacking phre

8:58A.

We are continuing to follow Mr. Fleming because
 of diabetes. I personally visited Mr. Fleming while
 in residence at VA Hospital. I cannot place car
 as described above by VA Hospital.

July

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

MC

MR. 009 02 1892

01/13/21 W/H
FLEMING, DEAN L

ACCT009021842-535065APH

Date/Time

01/28/03

4/6 Focus: Pt progress

1422 Data: Pt Alert, but confused BS @
08 = 245 @ 1130 = 109. Orders given
to D/C SS & RU WPH insulin. Tolerated
feeding well. VSS. T small BL. Foley
draining clear yellow urine. Pt get agitated
when handled Pt resting @ this
time — Morton VPR

4-6-03 Focus: 24 Hour Progress Note (if ineffective)
2040 airway clearance. DATA: patient alert & oriented
x3. respirations even & unlabored, no chest
pain or discomfort. Action: PM meds administered
patient assessed; results documented on
nursing flow sheet. Response: Tolerated procedures
well. Will continue to monitor — F. Buxey, RN

4/7/03 Occupational Therapy Progress-

Pt seen in room for ADL training, cognitive/perceptual
rehab. Pt participated in AAROM of BUE to
prevent loss of motoric & functional performance.
Pt followed 2/3 step commands & oriented
to name for 1 minute time intervals & max verbal
cues. Pt is independently doing ROM. Pt able to wash
face & BUE & max verbal cues. Continue OT to
↑ functional performance — Rachel Davila OTS



Date/Time

4/7/83 Physical Therapy note

1320 P. Seen earlier this AM for AADom to DUE/LE x-rays
(late entry) in all available planes. Pt alert and oriented to
exercises ~ 30% of time. Pt left supine to each tx & (B)
foot pumps & left wrist noninvasive inflat. bed low.
Family at BS. Cont 3x/week for Rom/ strengthening
Celeste Roy, PT (68773)

4/7/83 Trauma att n.b.

120711 Seen earlier & residents on rounds.
No new problems identified.
Placement issues
Not oriented, answers questions
inappropriately

Dr. [Signature]

4/7/83 Endorse

0745 No change or reported problem
T 37 P 61 RR 12 BP 123/50

OG	06	10	12	17	21
4/6	78		102	262	272 14N
4/7	227	359	20W/100		

M/P Don - OG still H1 - Know in an needs
to be given before Car of [unclear]
feeding & OG @ 1000 due to OG
very postoperative + loss of coverage
of many feed.

Will T supply Regis to 8 urn &
of course current Regis.

[Signature]

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

29 DEC 73

MC

MCN 009 02 1892

01/13/21 W/M
FLEMING, SEAN L
ADDRESSOGRAPH
MCN 009 02 1892-5028

Date/Time

4/7 Focus: Pt progress
2/14 Data: Pt. kept majority of shift USS.
Not as much agitation as yesterday.
Tolerated feedings well. No ill
this for. Fully chewing, clear urine.
Resting comfortably @ this time - M. H. P. N.

4/8/03 Clinical Notation: error
Pt. (24)



Date/Time

STAFF NOTES

PPN 009 02 1892

ACCT005021892-3038 ADDRESSOGRAPH.

01/28/03

Date/Time

417

Turkey

24 3 new programs. Still disoriented $\rightarrow$ got machines

HEART - a totally blind

④ Damage over old machinery site & C/NIT

CN-RR 5 @

до-суд БУ

Ans 1 - Sf_6 and N_2 @ Gattermann

Extremities - B/C/L/E

APP: PTD #70

and placement

44/03

Enclose 2/2

The Flies are several kinds. I have named the Flies
orange and described with Dr. Vayten I have seen Dr. Vayle
note and I see with this find and place.

[Signature]

482

Endo cue

1030

Pr 5 0 m 15

OK 155

different kinds of energy

9/18 BC

66 4/7 10 359 (1/10 0.000)

47 1500 65 prior to supply

4/8 0700 110

8/1/01 ① DT- BG moved - will cost to org
from as needed - will re @

5128 C 07 101



PROGNOSIS

ROA0223

Date/Time

4/8/03

Edna Carter

The Fleas were seen collected. Dr. Vayl wrote us
revised Mergent was done. I gave them the Vayl,
find out relevant ph/cr.

Edna

11/9

Trauma incident note

noon

Pl 5 new patients/prescriptions. VHT to send representative for
placement evaluation.

123/57 6.6 20 32.4x

Heart - pt highly blind

IN - 100% E

Age - 17+ BIC

Age - 5/2, 10/27

Extremities - not 1/2

neuro - pt disoriented, in auto HSA

MP: Q. 875 #71, 4/8x

② 3/11 → 6/5 this 11/2

③ audit placement

④ find appropriate care

My 2/22 6:30 S

4/18/03

Clinical Nutrition: Flu Note

Pt. continuing on Complan 16 cans per
day providing ~ 2250 Kcalo / 90g prot
↓ 1830cc fluid water.

Reviewed labs: 4/6 + K⁺ 5.1, BG ↑ at HS.

Please obtain PAB, last (3/24) 20.7. W.II

Cont. to monitor

Quetta MSRO
4/10/03

79 DEC 20

Medical College of Georgia Hospitals and Clinics

MC

NY 100-80962-1292

01/13/21 W/M
SLEMPING, DEAN L

1000 ADDRESSOGRAPH

STAFF NOTES

Date/Time

4/8/03

Physical Therapy Role

1615

Pt. seen @ this PM for AARom to @UE/LE x 2000ps in all available planes. Pt. is in agitation during @UE exercise, but was able to be re-directed. Pt. left supine, 2 rails 1x4, bed low, i @ feet pumps/soot w/out restraints on. Pt. is 1 Pom @UE/LE. Cont @ 3-5x/wk for Pom/Strength training. Pt. ~~is~~

2. Colo. Ray, PI (x8973)

4/8/03

FOC45: CBG

Data: VCBb-48 HAVE 2 BINS OF BOLUS CUMPLY FEEDINGS
NOTIFIED ENDO. ORDERS GIVEN per mar. Pt. stable.
All needs met at this time. Will continue to continue. -

Доклад Гегеля

4/9

Trachusa nabe

0547

Pl 2 new previous issues - carrying bills dealred pot. how
arrist VA NH.

131/12 63 18 Tmax 37.4x

HOBERT - p3. 4/24/81

W-ARP 50

hydro-citric

11/11/83

Concis - no C/C/E

new - pt. disorders, no auto inc.

MP: ① MD 272, Gix

② *Prun*

③ not present

18204313.



MC 76 / D775 B7D

PROGNOSIS

ROA0225

Date/Time

4/9/03 Speech Pathology

1000am S: Pt awake and alert. Red liquid noted in Foley line - nurse informed - Pt (A) to upright position.

O: Pt seem for swallow tx this date. Pt OX (E) 19, oriented to "hospital" and "medical college of Georgia" = field of 2.

provided. Pt O oriented to time despite repeated re-orientation.

Pt presented lemon swabs to lips/oral cavity. Dried secretions noted on hard/soft palate and removed - secretions brown in color. Pt cued to swallow - pt swallowed 2/10 x p stim = cue. OMI exercises attempted - pt opened mouth X5 = command and model. Pt required rm tactile cues to demonstrate lip closure. Pt = noted attempts to follow commands however confusion persists. Pt noted = phonemic/semantic errors in connected speech.

A: Pt = T'd tolerance of swallow exercises this date.

T'd orientation also. Generalized OMI weakness continues.

P: STx to continue to follow for swallow tx/cog-ling tx.

Thank you Kelly C. Dumphrey MSCE SLP

1-7843-#1805/7633

4/9/03 Endocrine

1045 Pt = 1 BG @ 1000 = 1 Pgm much greater significant
↑ in BG

Pt 1055

exam unchanged

	07	12	18	21	23
BG	4/8		48 BR	424 15N	249 5N
	4/9	97			

O/P (D) 11 - BG 1 @ 1000 will 1 PM NPH +

eat to Mu BG = 100

Call 11 by 10 5/28

NAUCHER
5/28

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

29 OCT 20

MG

009 02 1892

01/13 ADDRESSOGRAPH
FLEMING, DE 40 L

Date/Time

4/9/03 Endocrine Clinic
Mr. Henry was seen at 12:13 PM. Margaret and son
Dr. Vykus. Since since Dr. Vykus not at
I see with his family and play area
E.R. 10

4/9/03 105 PM

Trauma att not
no new issues. Endocrine not seen
reg changes in insulin dose
placement awaited
still confused
M. Ryan

4/10/03 Nurses Notes:
@ 0445 Pt is alert and was sleeping most of the
night. At times pt noted to be confused.
Skin w/o to touch. Foley to BSD urine
dark & bloody. Wrist restraint in place
and followed per policy. Significant other
to bedside - no SOB or Resp distress noted.
VS WNL. Will cont to monitor. — Bernice Haden

4/10 Trauma, resident info
0840 New issues 132/49 44 18 Temp 36.7
w. no. 6
No. 17 & 12
all - all, no. 17, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

- 11P① PTD #73, C. 5x
- ② Dal E BS 114 min. 111
- ③ wait placement



PROGNOT

MD 2/2/03
M. Haden

Date/Time

4/10/3
0930

Endone

PD more also this am

LL clear Ht Rr PRR mpt

05 06 14 17 22

BC 4/9 141 254 102

4/10 : 60 114

8/P ① AT - will + ghr MPH per 15 to 12 hrs
+ cost to MR BC & per
Call to ag ?

[Signature]

4/10/3
1000

No changes ^{Training Attendance} ^{Attendance}

[Signature]
1487

4/10/3

Endone Central

The Flying was seen at 1000. Merges descend again
De Vayhans. The next De Vayhans not at 1000 with
his family. at second place

[Signature]

STAFF NOTES

MD

HRN 009, 02 1892

01/13/21 W/M
FLEMING, DEAN L

ACCIDENTS 2692-3028

~~01/28/03~~

Date/Time

444

Тогава ще

0850

7 new issues

VSD, 1953

$$w: \mathbb{R}^2 \rightarrow \mathbb{Q}$$

Ans. c) 1131C

res. 1. sgr, idm, ② GAA.

QUP No. 5 V.D 210 G. Part 30

Report - no CUE

news - not disclosed, no article no AS

KT 10: Q. P. 70 # 74

② $\Delta M \in BS$ 116 μs not

③ amir / Garmen

Ref: 6303

4/1/3

- endorse

0852

① charges overnight

AK vs

Exam unchanged

BB-	4/10	~~6/16~~ 11/4	12 117	18 130	22 320

4/11 ... 4/6

R/P @ 001 - BG improved - will not be aggressive
 - BG control to avoid hypoglycemia
 - Cont on current NPH + R
 - Cont Tube feeds at current amount
 - He will STGN off at this time -
 - Call @ any ?'s.

R-25
 5/28



PROGNOSIS

MQ 76 / 8775 856

ROA0229

Date/Time

4/11/03

Endocrine Attended

The 7 legs was seen and examined. Malignant disease
in the Vg. hr. I have noted the Vg. hr. and
I agree with his findings, but please
EOL

4/11/ Trauma att note

135 PM NO new issues. Seen earlier.
Placement issues are being
addressed. Endocrine not seen

Tram

4/12

Trauma note

0945

Plt up in cardiac chair following 2 hrs. of non-fatal
VSS available

HEART - PEEP

W - ROR 3 D

Leg - C1111/12

Dist - 1/2, 1/2, 1/2, 1/2

Other info is minimal early & likely to change
essentially - no C/LE

HP: ① PEP 75

② 101 per radiology

③ await placement

1022W 630
M. J. H. H. H. H. H.
1487

4/12/03

1015

Trauma Attending
Placement remains a problem 2 - more
Dist today
Tube feeds 3 difficulty

M. J. H. H. H. H.
1480

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Hospitals and Clinics

STAFF NOTES

MC

MRN 009 02 1892

01/13/21 W/P
FLYING, CLAN L

ACCAD000031002-5028

01/28/03

Date/Time

4/12/03 Focus: 24 hr progress note

7P-7A Data: Pt is alert and awake. VSS. Afebrile. Pt continues to
Comply bolus feeds 2 cans @ 0700, 1200, 1800. Tolerating
feeds well. Foley to BSD & amber urine. Sutures intact to
old trach site. (B) wrist restraints & protocol being maintained.
Pt sleeping most of night. Will continue to monitor. — MyDent RN —

4/13

0800

Examine wound site

Wound is well

HEENT - PERR

CV - VSS. 12/12/02

Sp - 12/12/02

Lab - 12/12/02, 12/12/02

CV - 12/12/02 U.O. 12/12/02 = 450cc

Abilities - 12/12/02

APP: 12/12/02

2 anal placement

As above.

No other issues.

[Signature]

[Signature]

4/13/03 Focus: 24 hr progress note

7P-7A Data: Pt is alert and awake & confusion at times. VSS. Afebrile.
Pt pulled out peg tube today. Pt NPO & D5 1/2 NS Infusing @
100cc/hr. Foley feed tube placed temporarily. Pt continues to
(B) wrist restraints & protocol being followed per policy. Will
Continue to monitor. — MyDent RN —



Date/Time

4/14/03

Truman

PTD # 77 presents anomaly. Holding PEG tube steady

Rev 25

② NPO 2UE @ 100cc/

BG 89-120

③ W 950, BM x 1

C/A ③, AER

Abd sub NPO/NPO, PEG tube with c/o/x

with d/w been cap plus today.

c/w anomaly present

[Signature] 1303

4/14/03

Physical Therapy Note

1220

⑤ "I've been playing cards"

⑥ Pt down on the AM for AARON to ③ UE/LE x 20

reps in all cardinal planes. Pt alert, but not

oriented, and participated in exercises ~50%

of time. Pt left sleeping in bed low, rails up,

③ dist wrist restraints/foot pumps on.

⑦ Pt is ↓ agitation & ↑ active participation in exercise.

No ↓ Rom/strength noted in ③ UE/LE.

⑧ Cont GO 3-5x/week for Rom/strength training.

Colony Ray, PT (#88733)

4/14/03

Truman

1225

WVA & CNA collaborating w VA

for VA N/A placement. Admits and

ppk being requested by VA - Dr.

Hankins office is pt's son completing

[Signature]

6559

Medical College of Georgia
Hospitals and Clinics

STAFF NOTES

MC

MRN 009 02 1892

01/13/21 W/N
FLEMING, DEAN L

ACC1009021892-3026

01/26/03

ADDRESSOGRAPH

Date/Time

4/14/03 Focus: Patient progress note

1710 Response: Awake, Alert & continued Confusion.

MAE. Continues & Soft Wrist Restraint
on. Reorientation as much as possible.

NPO. NO meds, feeds or fluids per
per continued. D5 1/2 NS @ 100cc/hr via

PIV (R) Hand: L. Brock R

4/15/03

Truma

PTD #78 & ent & c/o

ARV

(E) D5 1/2 NS @ 100 (2400)

(E) NO 1100 AMKT

Cx AB, And sweat/hr/ND

will replace PEG today and Foley currently keeps
back open

airway placement. Care PT

[Signature]
M. Anderson
1467

Truma Attending

4/15/03 No new medical issues

1200 Disposition pending - trying VA NH

permanently

[Signature]
M. Anderson
1467



Date/Time

4/12/03 1000	Trauma Attending Disposition still pending - Comp Trauma placement issues M. H. Anderson 1/4/87

4/16/03 Physical Therapy Note
230 Pt Room on 4th PM for AARom to BLUE/LE x 00 reps
in all available planes. Pt alert & conversant,
but not oriented. No ↓ Rom or strength BLUE/LE. Pt.
left hip brace, crutch 1x4, bed low; BLUE waist restraints
on. BLUE foot pumps on. Cont on 3x/WK for Rom/positioning
Colombe Ray, PT (58973)

4/16/03
1300
Tanna
PDS #77
8 cp, 8 events. Replaced 6 of the yeast
and got new feeds well.
AFVES 600 1000 BULK S
Abd soft / NS / WT / CT (B)
A10 to
Awaiting placement
B7 1303

4/6/03 Focus Note: Awake alert disoriented at times when
04:15 AM asked questions, answers appropriately at times. 36°-63-
16-103/44 - LCBTA lying Supine, IV in @ Foreland receiving
D 5 1/2 NS @ 100cc/hr IV Site patent S Swelling, pain or
redness. Abdominal binder, Peg top upon left Side of
abdomen. Pt restless @ and @ wrist Supports, wearing
Depends, Foley cath to bedside drainage Urine PS Cloudy
and yellowish. Foot Pumps on @ and @ feet.
J. Shumway III SPN

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STAFF NOTES

MRK 009 02 1092

01/13/21 W/M
FLEMING, DEAN L

ACC1009021892-3028

ADDRESSOGRAPH
01/20/03

Date/Time

4/16/03 Speech Pathology
4:46pm S: Pt awake and alert - confused spch @ baseline. Family present initially -> grandson and girlfriend entered @ end of session. O: Oral peripheral exam revealed generalized weakness & large mucous plug on roof of mouth - dried secretions noted on lingual surface. Attempted to remove plug & swabs/oral swabs - unable to remove. Pt demo'd T'd agitation & attempts end & arm stim. Attempted to present ice chips - pt refused ice chips and made threatening statements. Pt calmed when told he could refuse further arm stim and ice chips. Pt pleasant in conversation - refused po x 3. Oriented to name - unable to name family @ b/s. R: Pt tolerated swallow tx for short period of time and then became agitated. Pt refused po necessary for re-assessment of swallow this date. P: STx to re-assess swallow @ b/s in next 48 hours. Thankyou Kelly CDunphy MSCE/SCF 1-924/3#1SDS/7636

4/17/03

Trauma

PTD #80

exams. & A T-1 PEG Reeds.

Asx x0.

APVSS

BG 89-198

GT 1840

UO 2070 BUK3

Cont. count can

Needs present

1373
1465



PROGNOT

ROA0235

Date/Time

4/17/03 1045 ^{Tranman, Althea}
no clinical change - may have AB acceptance
for this afternoon

^{M. H. S. 1487}

4/17/03 1140 ^{Focus: Transfer to NH (Mattie Hall)}
Data: Pt. awake and alert but confused.
Pt. in belat wrist restraints - intact.
Labs called up by Verena, and were
reported to ^{Dr. Green} ^{Dr. Green} Orders given
to redraw BMP drawn and sent down
VSS. no distress noted at this time. Report
called to Qry nurse at Mattie Hall.
Awaiting ambulance for pickup. ^{B. Esterline}

009 021892

Flaming, Dean

ADDRESSOGRAPH
004021892-3028

STAFF NOTES

INSTRUCTIONS: RECORD HISTORY AND PHYSICAL
EXAMINATION ON THIS FORM, FOLLOW
WITH PROGRESS NOTES IN CHRONO-
LOGICAL ORDER.

DATE

Physical Therapy Dic Note

4/17/03 (S) Ø

(S) Pt is an 82 yo WM admitted 1/28/03 sp MVC & C1-C2 fx.
Pt sp ORIF spinal fx. Pt seen RD 3-5x/wk by PT
from 2/10/03 → 4/16/03. Pt not able to consistently follow
commands and was intermittently agitated. Pt able
to move supine → sit → stand & move, but had ↓ ability
to follow commands and was unsafe for further, OOB
activity. Pt move had mobility, ↓ ROM/strength/skin integrity
BLUE/LE during hospital stay.

(A) STG #1 of 2/10/03 was met. STG #2 of 2/10/03 and #1-4 of
2/24/03 not met as pt. & ↓ ability to actively participate
in therapy. Pt to be DIC MCG → NH later today. (4/17/03)

(P) Pt DIC from PT service pending DIC MCG → NH.

Celeste Ray, PT (x8973)

MEDICAL COLLEGE OF GEORGIA HOSPITAL AND CLINICS



PROGNOT

Medical College of Georgia
Hospital and Clinics

CONSULTATION REQUEST

MC

PRN 009 02 1892

TR 34955

01/13/21 W/H

FLEMING, L D

TO Dr. Ho Spine FROM ACET III
CONSULTANT OR SERVICE ATTENDING PHYSICIAN
DATE 1/28/03 TIME 1:00 PM SERVICE Ortho LOCATION Ortho
CALLED IN SENT

MANAGED CARE AUTHORIZATION NUMBER _____ NUMBER OF APPROVED VISITS _____

REASON FOR REQUEST 82 yo S/P MVA C1 & C2 fx
ant/post on C1. Please eval.

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET _____ PHONE () _____

CITY _____ STATE _____ ZIP _____

OUTPATIENT APPOINTMENT _____
DATE _____ TIME _____

REQUESTING PHYSICIAN SIGNATURE

CONSULTATION REPORT

☒ PATIENT SEEN

DATE 1/28/03 TIME _____

☐ PATIENT DID NOT KEEP APPOINTMENT

☐ APPOINTMENT RESCHEDULED _____
DATE _____ TIME _____

REPORT 82 y/o W M S/P MVA this PM. PMHx: HTN, DM2, PSHx:
All: NKDA med: unknown

(+) parasthesias (-) weakness (-) CP/SOB or extremity pain mod (+) calf pain
Vitals: T: Afebr BP: 110/40 P 80 R 16 Spt 90%

Gen: Pt A+D Doesn't remember accident. NAD.

HEENT: EENT, multiple scale l.s, lip l-c (+) upper lip

H/L: RRR (+) 2/6 systolic murmur (+) upper sternal border

Abd: (+) BL Soft mild epigastric tenderness Pkts 5 pin

Ext: DTR Biceps 2/4 Triceps 1/4 RR 1/4 Pat 2/4 1/4
2/4 1/4 1/4 2/4 1/4

Pulses: 2/4 D/P R/L

Neuro: motor UE: Del 5/5 Lat 5/5 Biceps 5/5 Triceps 5/5 Grip 5/5
R 5/5 5/5 5/5 5/5 5/5

LE: L 5/5 HFlx 5/5 KF 5/5 Ext 5/5 DF 5/5 PF 5/5
R 5/5 5/5 5/5 5/5 5/5

CV 2-12 intact

ET 53 0519 505



CONSULT

See

CONSULTING PHYSICIAN SIGNATURE

next sheet

ROA0238

MRN 009 02 189

Medical College of Georgia
Hospital and Clinics

01/13/21 W/M
FLEMING, DEAR L

ACC1009021892-3028

CONSULTATION REQUEST

ADDRESSOGRAPH

TO Vase Surg FROM M HAWKINS D4007
CONSULTANT OR SERVICE ATTENDING PHYSICIAN PHYSICIAN ID#
DATE 1/24/03 TIME 7P SERVICE TR LOCATION STU
CALLED IN SENT

MANAGED CARE AUTHORIZATION NUMBER _____ NUMBER OF APPROVED VISITS _____

REASON FOR REQUEST synovium - mvc last pm - C6 x 2

(R) vertebral art pseudotumor at C2-1 level

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET _____ PHONE () _____

CITY _____ STATE _____ ZIP _____

OUTPATIENT APPOINTMENT _____ DATE _____ TIME _____

M Hawkins
REQUESTING PHYSICIAN SIGNATURE

CONSULTATION REPORT

☒ PATIENT SEEN DATE 1/25/03 TIME 4:00
☐ PATIENT DID NOT KEEP APPOINTMENT
☐ APPOINTMENT RESCHEDULED _____ DATE _____ TIME _____

REPORT Pt seen in clinic at orthopedic consult. He
transfers from surgery + MTC of V3 segment of (R) vertebral
artery, associated with fracture of C1. Neck of surgery
is very well in well-tension position of C1, as it
sits the spinal process.

Because of my difficult surgical exposure of this segment
prosed, an extra clavicle extension of C1, flat sub-
occipital system as in his last intent. Surgical exposure would
require neck extension and turning to left, which would
help with in density, resulting compromise. Dissect at
this level - fracture is fragment in degree of comminuted fracture.

Exposure and subluxation at the site of injury is
best option. There is an attempt with of anterior (posterior)
fracture to back of spine could cause a density stroke.
But is low but not zero. Most count upon intact contralateral V4/B4
and cord of Walthi. Dissect: at al. 2m

[Signature]
CONSULTING PHYSICIAN SIGNATURE

ET 63 8819 995



CONSULT

ROA0239

CONSULTING PHYSICIAN SIGNATURE

Medical College of Georgia
Hospital and Clinics

CONSULTATION REQUEST

MG

MRH 009 02 1892

01/13/21 W/H
FLEMING, DEAN L

ADDRESSOGRAPH

TO Amun FROM MEHMOUD P. N. 92-3028
DATE 1/30/03 TIME 1030 SERVICE ICU LOCATION SSU

MANAGED CARE AUTHORIZATION NUMBER _____ NUMBER OF APPROVED VISITS _____

REASON FOR REQUEST 82 yo W/M E w/ MS & CHLX Ex, w/str
after pseudomonas. He requests intubation for & MS
& nursing protocol

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET _____ PHONE () _____

CITY _____ STATE _____ ZIP _____

OUTPATIENT APPOINTMENT _____ DATE _____ TIME _____

M. Handman
REQUESTING PHYSICIAN SIGNATURE

CONSULTATION REPORT

- ☒ PATIENT SEEN
☐ PATIENT DID NOT KEEP APPOINTMENT
☐ APPOINTMENT RESCHEDULED _____ DATE _____ TIME _____

DATE 1/30/03 TIME 1030

REPORT Attending present @ all time. Chart reviewed &
report received @ all time arrival. Pt pre-oxygenated
& Awake fiberoptic intubation prepped & lidocaine gel intubated
& Afrin spray. ETT 7.5 placed via @ nasal & fiberoptic
scope by attending after viewing trachea @ ET CO₂
and @ equal BS confirmed @ pt LBS during the
procedure and caretaken over by trauma team.

108. Chha
108

Fiberoptic intubation is much difficult
in his neck position & deviation. 7.5 ETT is appropriate
@ BAS @ CO

ET 53 6810 505



CONSULT

J. Bon
CONSULTING PHYSICIAN SIGNATURE

ROA0241

Medical College of Georgia
Hospital and Clinics

CONSULTATION REQUEST

PC 10021 42-175

DATE 2/3/03

ADDRESSOGRAPH

TO Optometry FROM Attending Physician PHYSICIAN ID#

DATE 2/3/03 TIME 1:00 SERVICE Anesthesia LOCATION

MANAGED CARE AUTHORIZATION NUMBER NUMBER OF APPROVED VISITS

REASON FOR REQUEST

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET PHONE ()

CITY STATE ZIP

OUTPATIENT APPOINTMENT DATE TIME

REQUESTING PHYSICIAN SIGNATURE

CONSULTATION REPORT

☒ PATIENT SEEN

DATE 2/3/03 TIME

☐ PATIENT DID NOT KEEP APPOINTMENT

☐ APPOINTMENT RESCHEDULED DATE TIME

REPORT 82 y/o w/tn nasally intubated in OR - usual to see pt 2° eval
conjunctival lacrima CS
P 3/4

Ext - LL - clear brown fluid level dls pooling in medial canthus

CS - inferior & temporal chambers OUE

mild focal proptosis OD as to be removed & lids

clear chemosis

K - clear

Ac - neg fund

Imp ① Mild chemosis OU

- lacrimate OU & type during surgery

- call for any visual concerns post-op

At camp

CONSULTING PHYSICIAN SIGNATURE



Medical College of Georgia
Hospital and Clinics

CONSULTATION REQUEST

01/13/21 W/M
FLEMING, DEAN L

ACCT009021892-3028

TO Speech Therapy FROM Dr. Scott Fleming 20405
CONSULTANT OF SERVICE ATTENDING PHYSICIAN PHYSICIAN ID#
DATE 2/8/03 TIME 12:00 PM SERVICE Trauma LOCATION ICU 3439

MANAGED CARE AUTHORIZATION NUMBER _____ NUMBER OF APPROVED VISITS _____

REASON FOR REQUEST Days 1-10 C3 fusion 2' to MVA and @ ventral protractor
s/p tracheostomy, ORIF C-spine. Please evaluate pt. swallow prior to beginning feeds
pt currently has oral feeding but will require nasal FT.

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET _____ PHONE () _____

CITY _____ STATE _____ ZIP _____

OUTPATIENT APPOINTMENT _____
DATE _____ TIME _____

CONSULTATION REPORT

☒ PATIENT SEEN

☐ PATIENT DID NOT KEEP APPOINTMENT

☐ APPOINTMENT RESCHEDULED _____
DATE _____ TIME _____

DATE 2/10/03 TIME 12:00 PM

REPORT Consult request received, appreciated for this 82 y.o. w/ MVA s/p C3 fusion 2' MVA
(head-on) 2 hrs. abrasions to head/face. Trach placed 2/6/03. Initially basally
intubated. PT had NGFT - pulled out 2/7/03. PMHx includes HTN, DM II. Pt seen
this AM for initial Passy Muir Valve trial. Swallow assessment per blue dye.
Pt is tracheostomy Shiley 2.0% O₂ TC. Baseline - HR-82, O₂ sat-99%, RR-22, BP
140/90. Physiology of PMV explained to pt & understanding confirmed. Via had not
been @ 6/4 - rptd recent suctioning & clear secretions. Cuff deflated & PMV placed
in line & back/TC. Pt & initial coughing - min vocalization; secretions to oral
cavity - suction provided - yellow, moderate. Pt & O₂ sat-97%, RR-18, HR-67
& BP-136/43. Pt positioned upright, PMV remained in place. Pt presented
ice chips x2. Pt & throat clear & no coughing. PMV removed; oral provided
tracheal suctioning & blue dyed secretions noted. Timely swallow initiation,
& laryngeal elevation per palpation. Pt demo's s/s of laryngeal protrusion.
Pt tolerated PMV - 7 min & s/s of distress. Perid continued status at this
time. Perid cont'd SpTx for PMV trials. Gail & Diering contacted. Thank you
for this referral.

Addendum: Results D/W MD, nurse rpt. maintenance in
Addendum: Results D/W MD, nurse rpt. maintenance in

ET 83 0019595



CONSULT

CONSULTING PHYSICIAN SIGNATURE

ROA0243

Taped

MG

MRN 009 02 1892

Medical College of Georgia
Hospital and Clinics 2187

01/13/21 W/M
FLEMING, DEAN L

ACCT009021892-3028

ADDRESSOGRAPH

CONSULTATION REQUEST

TO PT CONSULTANT OR SERVICE FROM Sriram ATTENDING PHYSICIAN 20405 PHYSICIAN ID#

DATE 2/10/03 TIME 1:15 CALLED IN SENT SERVICE Trauma LOCATION 3100 Shock/Hanna

MANAGED CARE AUTHORIZATION NUMBER _____ NUMBER OF APPROVED VISITS _____

REASON FOR REQUEST 82 yo WM s/p MVC, ORIF C1-C2, trach now off the
Vent. Please evaluate for range of motion, and course for recovery from KLS.

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET _____ PHONE () _____

CITY _____ STATE _____ ZIP _____

OUTPATIENT APPOINTMENT _____ DATE _____ TIME _____

REQUESTING PHYSICIAN SIGNATURE

CONSULTATION REPORT

☒ PATIENT SEEN

DATE 2/10/03 TIME _____

☐ PATIENT DID NOT KEEP APPOINTMENT

☐ APPOINTMENT RESCHEDULED _____ DATE _____ TIME _____

REPORT S: Lives alone - pt's girlfriend stated. Pt attempted to speak
but unable to detect noise through vocal cords.

O: Pt supine in bed upon arrival. Pt's ARM is (B)UE/LE WFL &
(B)knee limited to ~90°, (B)DF 0° neutral, and (D)wrist ext limited
by brace and 0° of ext (D)wrist. Pt had already (C)brace donned
for wrist and (B)arm restraints. Pt on O2 = 10L through
trach collar. Pt was in/out of sleeping. Pt's strength (B)UE/LE
3/5 & (B)knee ext 1/5, (B)DF 1/5, (D)wrist ext 0/5. Pt's sensation
unable to assess ^{ent} to pt unable to speak.

A: DX ORIF C1/C2 S/P MVC

STG (1) Pt's girlfriend will be (E) ARM (B)UE/LE in 3 visits.

(2) Pt will go from sup → sit & mod (A)X2 in 3 visits.

LG (1) Pt will go from sup → sit & min (A)X2 in 2 weeks.

P: Pt's girlfriend was educated in performing ARM

(B)UE/LE. Pt's girlfriend gave verbal understanding/response.

Pt will be seen 3-5x week for trach ex and bed
mobility.

Melissa Callaway, MPT
CONSULTING PHYSICIAN SIGNATURE

ET 53 8819 505



CONSULT

ROA0244

FAXED

MRN 009 02 1892

Medical College of Georgia
Hospital and Clinics

01/13/21 W/M
FLEMING, DEAN L

Fleming, Dean Phlemmy, Dean

CONSULTATION REQUEST CT009021892-3028

009021892

TO O.T. 01/28/03

FROM Chultra

PHYSICIAN ID#

DATE 2/5/03

TIME

CALLED IN

SENT

SERVICE OVERLA SPRING LOCATION

MANAGED CARE AUTHORIZATION NUMBER

NUMBER OF APPROVED VISITS

REASON FOR REQUEST

82 y/o w/m to park c-1
lateral neck slip program OCC. C-3
from 2/3/03 needs Rn / strength
of BUE Thanks

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET PHONE ()

CITY STATE ZIP

OUTPATIENT APPOINTMENT

DATE

TIME

CONSULTATION REPORT

☐ PATIENT SEEN

DATE 2/13/03 TIME

☐ PATIENT DID NOT KEEP APPOINTMENT

☐ APPOINTMENT RESCHEDULED

DATE

TIME

REPORT

OT would be appreciated. Eval attempted previously, but pt unavailable. Presently eval still in progress.

Thank you,
L. Fleming



Medical College of Georgia
Hospital and Clinics
CONSULTATION REQUEST

NO MAR 02 1892

01/13/21 W/H
FLEMING, DEAN L

ACC:009021892-3028

01/28/03

ADDRESSOGRAPH

TO PT FROM DR SRIRAM
CONSULTANT OR SERVICE ATTENDING PHYSICIAN
DATE 2/21/03 TIME SERVICE TRAUMA LOCATION 4 West
CALLED IN SENT

MANAGED CARE AUTHORIZATION NUMBER NUMBER OF APPROVED VISITS

REASON FOR REQUEST Please advise patient not of head twice a day
Pin 82 no w- MVA w/ ANCL - 12 - 2nd fracture

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET PHONE ()

CITY STATE ZIP

OUTPATIENT APPOINTMENT DATE TIME

[Signature]
REQUESTING PHYSICIAN SIGNATURE

CONSULTATION REPORT

- ☐ PATIENT SEEN DATE TIME
☐ PATIENT DID NOT KEEP APPOINTMENT
☐ APPOINTMENT RESCHEDULED DATE TIME

REPORT PT already evaluated
by PT & Dr. King, M.D.
Please refer to PT
for details
[Signature]

ET 53 6819 5895



CONSULT

[Signature]
CONSULTING PHYSICIAN SIGNATURE

ROA0246

40

MRN 009 02 1892

Medical College of Georgia
Hospital and Clinics

01/15/21 W/M
FLEMING, DEAN L

CONSULTATION REQUEST

ACCT009021892-3028

ADDRESSOGRAPH

TO Speech & Language Pathology FROM Dr. SRIRAM
CONSULTANT OR SERVICE ATTENDING PHYSICIAN
DATE 2/21/03 TIME SERVICE TRAUMA LOCATION 4 - West
CALLED IN SENT

MANAGED CARE AUTHORIZATION NUMBER

NUMBER OF APPROVED VISITS

REASON FOR REQUEST Pt is a 82 y/o WM unmetabolic brain MVC, previously evaluated by Speech & Language Pathology. Pt needs cognitive evaluation for transfer to Rehab. (Chronic Subunit)

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET PHONE ()

CITY STATE ZIP

OUTPATIENT APPOINTMENT DATE TIME

CONSULTATION REPORT

☒ PATIENT SEENDATE 2/21/03 TIME 500pm☐ PATIENT DID NOT KEEP APPOINTMENT☐ APPOINTMENT RESCHEDULED DATE TIME

REPORT Thank you for this consult for this 82 y/o WM s/p MVC. Pt is presently being followed by this service for amnesia and PMV. Additional relevant PMHx includes dx of Parkinson's disease Jan. 2003 per girlfriend rpt. Pt seen this date for cog-lng evaluation & girlfriend & s.

Pt functioned recently per nurse rpt. PMV placed on tech. Pt & values 70-80% intelligible. Pt required intermittent cuing for T's volume. Orientation Pt O x 2/10 (place, date, month, year); O x 1/10 review (place, date, month, year); O x 1/10 review x 3 and 15 min delay previous (place, date, month, year). Immediate memory pt followed 3/4 1-step commands, 1/2 2-step & visual, verbal tactile cues. Pt repeated sentence 3/4. Delayed memory pt recalled 0/5 items p 5 min delay. Distant memory pt recalled 3/4 facts re: his life. Calculation pt answered 1/2 addition problems (attempted 1/2 7+12=19) sequential thought pt recalled 1-10 (1-10) & initial cue, unable to state months. General fund of knowledge pt knew 3/4 facts (President 1st President, holiday in December). Naming pt named 3/5 items described, however name only 1/5 items in mm (TV, shoe). Repetition/problem solving pt denied contradictory answers to 7's, w/d attention wandered throughout the evaluation. Pt could not recall antipsychotic and stated such as: parane, neural academy, etc in response to nurse ALG's. Results d/o girlfriend, nurse, MD.

Al Pt - mod-severe cog-lng deficits - intact immediate memory and distant memory. Delayed and new memory are severely deficit. Pt denied w/d attn during eval. however was cooperative throughout.

Pt (Dr. STx for cog-lng tx during I/p stay. Pt will require cog-lng tx p d/c from hospital.

STx to follow & goals to be set. Thank you for this referral.

Kelly C. Smith, M.D. SCFSLP
CONSULTING PHYSICIAN SIGNATURE

1-7243-#1505/7636

ET 53 0019 5/05



CONSULT

ROA0247

~~ADDRESSOGRAPH~~

TO Nephrology FROM Hawkins D42097
CONSULTANT OR SERVICE ATTENDING PHYSICIAN PHYSICIAN ID#
DATE 3/12/03 TIME _____ SERVICE Trauma Sur LOCATION ICU
CALLED IN _____ SENT _____

MANAGED CARE AUTHORIZATION NUMBER _____ NUMBER OF APPROVED VISITS _____

REASON FOR REQUEST 82 yo w/m s/p MVC + CI fracture,
prolonged ICU stay. Hat trach + g-tube.
Now ~~for~~ having hyperkalemia $\geq$ T BUN +
creatinine rising. Please evaluate.

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET _____ PHONE () _____

CITY _____ STATE _____ ZIP _____

OUTPATIENT APPOINTMENT _____ DATE _____ TIME _____

CONSULTATION REPORT

- ☒ PATIENT SEEN
☐ PATIENT DID NOT KEEP APPOINTMENT
☐ APPOINTMENT RESCHEDULED _____

DATE 3/18 TIME 10 AM

REPORT Pt seen, examined, chart reviewed. I agree w history / PE as documented by Dr. Tuttle. Elderly w O2 PM NIV BAD Parkinsons admitted p MVA. Cf A. Asked to see for ARF: hyperkalemia. Recent addition of TMP/SMX for proleus; Ecoli. Remains nonoliguric. No other nephrotoxics. Chart reviewed.

Imp ARF - Probably s. Bactrim (can worsen s. Cr secretion) Inwash may have component of prerenal azotemia - s. volume & BP

↑ K - Multifactorial. Combination of Bactrim; ACEI primarily. May have underlying Type IV RTA

↓ Na - Ls part Bactrim, also excess free H2O in setting of ARF.

Rec Ague: Dr. Brown

⊕ ✓ FeNa R10 AI hold fludroxime for ↓ POP
↓ free H₂O on TF's daily Labs. M

BT 53 0010 S/S



CONSULT

Farnata Fall, W.D.
MCG Neurology
Pager 723-8052

ROA0248

Medical College of Georgia
Hospital and Clinics

CONSULTATION REQUEST

6/13/03 W/H
CLEANING, CLEAN L

ADDRESSOGRAPH

TO Endocrine FROM Hawkins 01/23/03
CONSULTANT OR SERVICE ATTENDING PHYSICIAN PHYSICIAN ID#
DATE 3/25/03 TIME _____ CALLED IN _____ SENT _____ SERVICE Trauma LOCATION 4W

MANAGED CARE AUTHORIZATION NUMBER _____ NUMBER OF APPROVED VISITS _____
REASON FOR REQUEST 82 yo W/M s/p CI fracture, vert art
pseudoaneurysm, long ICU stay. Pt is diabetic
and we are having difficulty controlling gluc
levels. Has PEG - bolus feeding (24). Have tried
sliding scale + more evening doses.
Please evaluate

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET _____ PHONE () _____

CITY _____ STATE _____ ZIP _____

OUTPATIENT APPOINTMENT _____ DATE _____ TIME _____

CONSULTATION REPORT

- ☒ PATIENT SEEN DATE _____ TIME _____
☐ PATIENT DID NOT KEEP APPOINTMENT
☐ APPOINTMENT RESCHEDULED DATE _____ TIME _____

REPORT 7/25/03 I injured arm controlled FP.
I 14 units hpn in am + 16 units in pm at
home. Patient advised now in home.
would put on 7 pm + continue sliding scale with
patient seen + advised + that desired is settled
in D. Pains (Endocrine follow up).
Rec: 1) Continue Chem 85 6/6/03
1) Start hpn 14 units in am
+ 16 units in pm.
2) Continue sliding scale with
3) Will Advise you that we
consult



Medical College of Georgia
Hospital and Clinics

CONSULTATION REQUEST

TO Neurology FROM Dr. Hawkins D40297
CONSULTANT OR SERVICE ATTENDING PHYSICIAN PHYSICIAN ID#
DATE 3/21/03 TIME CALLED IN SENT SERVICE LOCATION

MANAGED CARE AUTHORIZATION NUMBER NUMBER OF APPROVED VISITS

REASON FOR REQUEST 82yo w/ w/ hospital 20 msk 1/26/03 -
an L-Dopa (4 other meds) 20 pre existing conditions
including Parkinsonism - please send for appropriate
meds/lozenges
Li level 0.94 on 3/14

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET PHONE ()

CITY STATE ZIP

OUTPATIENT APPOINTMENT DATE TIME

CONSULTATION REPORT

☒ PATIENT SEEN

DATE 3-24-03 TIME 4:15 P

☐ PATIENT DID NOT KEEP APPOINTMENT

☐ APPOINTMENT RESCHEDULED DATE TIME

REPORT See note in chart
82yo w/ w/ 1 dementia, M-D disorder, hospitalized
in part at UD VA Augusta. He also has been
? Parkinson, disease & is in Simons

On exam he is alert but very confused. Follow
only simple commands. He has, astasia /
inadequate legs. He is not clearly Parkinson.
(but for my he masked by Simons)
He appears confusedly blind

1) Dementia - mixed & superimposed
dementia

2) He appears to be confused

Rec. Ague & Simons for more. We will review
old VA notes

ET 33 0019 5/03



CONSULT

Recommend referral to VA UD for
long term care

ROA0250

Faxed

Flaming
9021892

Medical College of Georgia
Hospital and Clinics

CONSULTATION REQUEST

ADDRESSOGRAPH

TO CT CONSULTANT OR SERVICE FROM Hawkins ATTENDING PHYSICIAN
DATE 4/4/03 TIME CALLED IN SENT SERVICE Tumor LOCATION 4W

MANAGED CARE AUTHORIZATION NUMBER NUMBER OF APPROVED VISITS
REASON FOR REQUEST: 82 yo ♂ s/p Cx. Rx. not op. 1/03 and
CNA during hospitalization. Please eval and treat.

OUTPATIENT ADDRESS & DAYTIME PHONE

STREET PHONE ()

CITY STATE ZIP

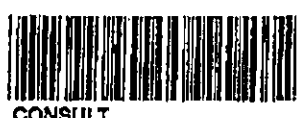
OUTPATIENT APPOINTMENT DATE TIME

[Signature]
REQUESTING PHYSICIAN SIGNATURE

CONSULTATION REPORT

- ☐ PATIENT SEEN DATE 4/4/03 TIME
☐ PATIENT DID NOT KEEP APPOINTMENT
☐ APPOINTMENT RESCHEDULED DATE TIME

REPORT Diagnosis not needed appreciated
could / to the program
[Signature]



CONSULTING PHYSICIAN SIGNATURE

03/28/03

Arrival Date: <u>2/2/03</u> Time: <u>1320</u> ☐ Ambulatory ☒ Stretcher ☐ Wheelchair ☐ Arms ☐ Bed ☐ Stroller Sedation Site: <u>Spendo</u> Procedure: <u>placement</u> Attending: <u>Martindale</u> Fellow: _____ Resident: _____ Plan of Care: ☒ Inpatient ☐ Outpatient ☐ Admit after procedure ☐ Bedded Outpatient Outpatient only: Responsible adult: _____ Relationship: <u>N/A</u> ☐ In waiting room ☐ Call for discharge: Phone # _____ Transportation Home: ☐ YES ☐ NO Comments: _____	Patient/Family Teaching ☒ Refer to Teaching Plan for <u>PEG</u> Identified Learner: ☐ Patient ☒ Other: <u>wife</u> Receptive to & capable of learning? ☒ YES ☐ NO Comments: _____ _____ _____ Education Completed: ☒ YES ☐ NO ☒ Scheduled procedure and anticipated patient experience pre, intra, and post procedure described ☒ Patient/Family verbalize understanding of teaching Comments: _____ _____ _____	Health History <u>See chart</u> In current medical record & reviewed: ☒ YES ☐ NO (If NO, complete below) Circle all that apply No Known Medical History Diabetes _____ Airway anomalies _____ GE reflux _____ Apnea or lung disease _____ Bleeding disorder _____ Asthma _____ Hepatitis _____ Seizures _____ Hypertension _____ Neuro problems _____ Heart Disease _____ Cancer _____ Glaucoma _____ Thyroid Disease _____ Substance Use: <u>0</u> Possibility of pregnancy LMP: _____ Other: <u>N/A</u> _____ _____
Medications ☐ NONE List in current medical record & reviewed: ☒ YES ☐ NO (If NO, list below) Medication Name and Dosage Medication Name and Dosage		
Allergies ☒ NKDA		
Name <u>E. Webb</u> Signature <u>Eileen Webb RN</u> Date <u>2-26-03</u>		

Practitioner's Presedation Evaluation
History and Physical Exam pertinent to this patient's sedation: SA MVC w/ CPT & C-Spine fusion

Airway: ☐ Good range of motion of neck and jaw ☐ Missing, loose, or chipped teeth ☐ Micrognathia Mallampati class: I II III

Lungs: CTA

Heart: S1 + S2

ASA Physical Status: 1 2 3 4

Sedation Plan ☒ Moderate Sedation ☐ Deep sedation
☐ risks, options and complications of sedation discussed with _____

☐ Patient reevaluated immediately prior to sedation

Name Zach Schmitt Signature [Signature] Receiver # 1251 Date 2/26/03



SEDAT

Medical College Of Georgia
Hospitals and Clinics
Sedation Worksheet

404 009 01 1092

6/13/21 ADDRESSOGRAPH
FLEMING, DEAN L

Page 2 of 2

IV Access Site #1 ☐ N/A IV Fluids <u>D51/2NS</u> ☐ 500 ml ☒ 1000 ml ☐ Rate: _____ Site: ☐ Left ☒ Right ☐ Hand ☐ Arm ☒ Central ☐ Catheter ☐ Heplock Gauge _____ Started by: _____ Time: _____ ☒ Infusing on arrival ☐ Patent Comments: _____	Pre-procedure Notes Last Oral Intake: <u>NPO</u> Vital Signs Height: _____ cm Weight: _____ kg Blood Pressure: <u>117/55</u> Heart Rate: <u>101</u> Temperature: <u>98.7</u> Respiratory Rate: <u>20</u> Room air SaO2: _____ Pain score: _____ Level of Consciousness: ☒ Alert ☐ Oriented ☒ Responsive ☐ Drowsy ☐ Confused ☐ Not responsive Prep complete? ☐ YES ☐ NO ☒ N/A Type: _____ Shave/Skin prep complete? ☐ YES ☐ NO ☒ N/A Site: _____ Type: _____ Drape type: _____ Urinary Catheter: ☐ No ☐ Condom Catheter Size: _____ Inserted/applied by: _____ Notes: _____	Preprocedure Checklist Completed (Outside of person Modified below) Consent signed and on chart? ☒ Consent Witnessed? <u>met</u> ☒ Correct ID band in place? ☒ Current H&P on chart? ☒ Pre-sedation Evaluation (page 1) completed by practitioner with sedation privileges? ☒ Sedation privileges confirmed? ☒ Deatures/prostheses removed? ☒ Hairpins, glasses, contact lenses, gum, and jewelry removed? ☒ Valuables secured? <u>-N/A</u>

Notes: <u>Scope # 260254</u> <u>W. Martin</u> / <u>H. Smith</u> / <u>Leonard</u> <u>6/13/21</u>	Discharge Status: _____ Time: <u>1600</u> BP: <u>128/72</u> Heart Rate: <u>75</u> Temp: <u>98.1</u> Resp Rate: <u>20</u> O2 Sat: <u>95</u> % Pain score: <u>0</u> ☐ Alert ☐ Oriented ☐ Drowsy ☒ Responsive ☐ Confused ☐ Not Responsive IV Site: ☒ Patent ☐ No edema ☐ No redness ☐ D/C'd at: _____ By: _____ Discharged to: ☐ Home ☒ Unit ☒ <u>Hospital</u> Accompanied by: _____ Transported via: ☐ Ambulatory ☐ Wheelchair ☐ Stretcher ☐ Arms ☐ Crib ☐ Bed ☐ Stroller ☐ Discharge instructions given: ☒ YES To: ☐ Patient ☐ Family ☐ Parent ☐ Friend ☒ <u>Reliance</u> ☒ Verbalizes understanding ☐ NO Reason _____ Report to: _____ Comments: _____																																																																																					
Aldrete Score Time: <u>1340</u> <u>1430</u> <u>1600</u> <table border="1"> <tr> <td>Able to move 4 extremities voluntarily or on command = 2</td> <td>ACTIVITY</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>Able to move 2 extremities voluntarily or on command = 1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Able to move 0 extremities voluntarily or on command = 0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Able to deep breathe & cough freely = 2</td> <td>RESPIRATION</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>Dyspnea or limited breathing = 1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Apnoea = 0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>BP + 20 of Pre-sedation level = 2</td> <td>CIRCULATION</td> <td>2</td> <td>1</td> <td>2</td> </tr> <tr> <td>BP + 20 - 50 of Pre-sedation level = 1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>BP + 50 of Pre-sedation level = 0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Fully Awake = 2</td> <td>CONSCIOUSNESS</td> <td>2</td> <td>1</td> <td>1</td> </tr> <tr> <td>Arousable on calling = 1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Not responding = 0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Pink = 2</td> <td>COLOR</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>Pale, dusky, blotchy, jaundiced, other = 1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Cyanotic = 0</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>A minimum score of 8 is required for discharge.</td> <td>TOTALS</td> <td>8</td> <td>6</td> <td>9</td> </tr> <tr> <td>Exceptions require explanation by sedation practitioner.</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Able to move 4 extremities voluntarily or on command = 2	ACTIVITY	2	2	2	Able to move 2 extremities voluntarily or on command = 1					Able to move 0 extremities voluntarily or on command = 0					Able to deep breathe & cough freely = 2	RESPIRATION	2	2	2	Dyspnea or limited breathing = 1					Apnoea = 0					BP + 20 of Pre-sedation level = 2	CIRCULATION	2	1	2	BP + 20 - 50 of Pre-sedation level = 1					BP + 50 of Pre-sedation level = 0					Fully Awake = 2	CONSCIOUSNESS	2	1	1	Arousable on calling = 1					Not responding = 0					Pink = 2	COLOR	2	2	2	Pale, dusky, blotchy, jaundiced, other = 1					Cyanotic = 0					A minimum score of 8 is required for discharge.	TOTALS	8	6	9	Exceptions require explanation by sedation practitioner.					24 Hr GASTROSTOMY KIT LOT <u>5140779</u> UPN: <u>MOOS 68241</u> Use Before: <u>2004-11</u>
Able to move 4 extremities voluntarily or on command = 2	ACTIVITY	2	2	2																																																																																		
Able to move 2 extremities voluntarily or on command = 1																																																																																						
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Name: <u>Stor</u> Signature: <u>Dawn</u> Date: <u>6/13/21</u>																																																																																						

Practitioner's Postsedation Discharge Evaluation			
Name: <u>Martin</u>	Signature: <u>Paul</u>	Receptor #: <u>1316</u>	Date: <u>6/13/21</u>

MC 503-2 8815 8/2002



SEDAT

ROA0253

01/13/21 W/P
FLEMING, L L A/c L

ADDRESSOGRAPH
MULTIGRAPH 6021892

Page 3 of 3

[illegible]

RS* - Modified Ramsey Scale of Consciousness 1 - anxious, agitated, or restless 2 - cooperative, oriented and tranquil 3 - responds to commands only 4 - responds to gentle shaking 5 - responds to painful stimulus 6 - no response to painful stimulus	Times: In Room: <u>1340</u> Sedation Start: <u>1415</u> Procedure Start: <u>1427</u> Procedure End: <u>1457</u> Out of Room: <u>1453</u> Circulator: <u>Dikens</u> Technician: <u>K. Williams R</u>	Monitors/Equipment: ☒ ECG ☒ BP ☒ Pulse oximeter ☐ Capnometer ☒ O2, hand resuscitator, suction available	Specimens: ☐ N/A ☐ Biopsy ☐ Cytology ☒ Washings ☐ Cultures

Name: Dikens Signature: Dawn K. Salas Date: 2/16/03



SEDAT

ROA0254

Case Date: 2/3/03

Record of Operations
MCG Health, Inc.

(All Except Spendo Cases)

Operation Data	
Case Number	34126
Patient	FLEMING, DEAN
Medical #	009021892
Account #	0090218923028
Date Operation Began	02/03/2003
Date Operation Ended	02/03/2003
Location	MAIN
OR Number	118
Type Surgery	ELECTIVE
Procedure	POSTERIOR WIRING & FUSION (OCCIPITAL)
Posted Case	Y
Type Patient	INPATIENT
Unplanned Return to OR	NONE

Case Doctor Information	
Surg Serv Code	ORTHOPEDICS
Attending Surgeon	CHUTKAN, NORMAN
Attd Anesthesiologist	BELLAM, RAM

Procedure Doctor Information	
Attending Surgeon	CHUTKAN, NORMAN
Resident Surgeon	HARRISON, DONNIS
Attd Anesthesiologist	BELLAM, RAM
Anesthetist/Resident	JACKSON, WILLIAM

Time Information	
Patient In OR	09:20
Anesthesia Started	09:22
Incision Made	11:00
Prep Started	10:10
Anesthesia Ends	14:55
Incision Closed	14:30
Patient In Recovery	
Patient Leaves Room	14:55
Estimated Surgery Time	1
Patient Out of Recovery	
Patient In Step-Down	
Patient Out Step-Down	

Procedure Nurse Information	
Scrub Nurse	PHOMMACHANH, KINGSADA
Circulating Nurse	SMITH, KATHERINE
Circulating Nurse	SOLOMONS, KAY F
Rel Circulating Nurse	SEVERANCE, LINDA

146450

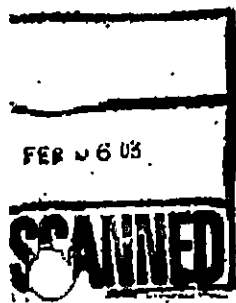
Operation Data	
ASA Ind	04
Anesthesia Type	GENERAL
Anesthetics (Agent)	
OR Complication	Y
Infection Status	CLEAN
Est Blood Loss	
Blood Replacement	

Tuesday, February 4, 2003

7:47 am

Page 21 of 71

ROA0255



MG

MRN 009 02 1892

3T

Preadesthetic Survey
Medical College of Georgia
Hospitals and Clinics

01/13/21 W/M
 FLEMING, DEAN L

Name **FLEMING, DEAN L**
 Hsp. Number **0090218**
 Birthdate **009021892**
 Age **009021892**

Proposed Operation **Right hemipelvis - C3 Fusion** ☐ Inpatient ☐ Outpatient ☐ AM Admt ☐ 23:59

Preoperative Diagnosis **C1 FX** Date for Surgery **2/3/03** Physical Status **1 2/3 5 6 E**

Current Medications **2724/12/12**
☐ None **Diprivan; 1504 mg/hr; Upcid 200 mg 10010; SS Insulin; Pexon**

Allergies
☐ No Known Drug Allergies ☐ Penicillin ☐ Latex ☐ Hives ☐ Anaphylaxis

Anesthetic Hx: **Tonsillectomy, cholelithiasis**
☐ Previous Anesthetic without problem ☐ Family Hx of Anesthetic Complication ☐ Malignant Hyperthermia ☐ Atypical Pseudochofinesterase

Respiratory ☐ None ☐ Asthma / reactive airway ☐ bronchitis ☐ BPD ☐ COPD ☐ dyspnea ☐ orthopnea ☐ pneumonia ☐ productive cough ☐ recent URI ☐ tuberculosis ☐ tobacco use PPP X8 ypo	Cardiovascular ☐ None ☐ angina ☐ CHF ☐ congenital heart disease ☐ dysrhythmia ☐ poor exercise tolerance ☒ hypertension ☐ MI ☐ murmur ☐ pacemaker ☐ rheumatic fever ☐ valvular disease ☐ vascular disease	GI ☐ None ☐ bowel obstruction ☐ cirrhosis ☐ esophageal disease ☐ hepatitis / jaundice ☐ hiatal hernia ☐ reflux ☐ nausea and vomiting ☐ ulcers	Neuro ☐ None ☐ back problems ☐ cerebrovascular accident ☐ headaches ☐ hydrocephalus ☐ loss of consciousness ☐ muscular dystrophy ☐ neuromuscular disease ☐ paralysis ☐ parosmia ☐ syncope ☐ seizures ☐ TIA	Endocrine / Renal ☐ None ☐ diabetes ☐ renal failure - dialysis ☐ thyroid disease ☐ urinary retention ☐ urinary tract infection ☐ weight loss / gain ☐ other endocrine ☐ other renal	Miscellaneous ☐ None ☐ anemia ☐ arthritis ☐ bleeding disorder ☐ cancer prostate ☐ chemotherapy ☐ dehydration ☐ drug or alcohol use ☐ immunosuppression ☐ sickle cell disease / trait ☐ recent steroids Bipolar disorder vascular disease

82 y.o. W/F S/P MVC 1/28/03 w LOC resulting C1-C2 FX
U4 C5-C6 disc space narrowing w pseudomeningocele of C1 vertebra
a. at the level of C1. Radiographically demonstrated by Dr. Burgess
4 st. difficulty 1/30/03. neck immobilized 40%. FIDV V7 700 R12 1005
or AC block. Pt. admitted. Hx obtained from chart.
☐ Refuses Blood? ☐ Pregnant? **LMP: 1/1/03**

X-Ray ☐ none ☐ WNL
 ECG ☐ none ☐ WNL **1/4/03 NSR 80**

Physical Exam
 Date: **2/3/03** ☒ male ☐ female **BP 110/70 HR 70-85 RR 12 Temp. 36.6 Height 6'8" Weight 83kg**

General: ☒ Well developed, well nourished ☐ Obese ☐ In no acute distress
☐ Anxious

Airway: ☐ good range of motion of neck and jaw ☐ missing, loose, or chipped teeth ☐ micrognathia
 Mallampati class: **I II III** **ETT 7.5 Rti NAs C-cord in place**

Lungs: ☒ clear to auscultation
 Heart: ☐ regular rate and rhythm ☐ murmur **circled at one strip leads**

Other: **(R) PA 620; (2) Anterior A. Fine, OGT, Foley 1 G18 PIV (R) Arm**

Anesthetic Plan: ☒ General ☐ Regional ☐ Spinal ☐ Epidural ☐ Monitored care
☐ Risks, complications, and options of anesthesia discussed with

Premedication

Last Oral Intake **12:11 N** Signature: **[Signature]** **2/3/03**

147	Glucose 137	Hgb/Hct 8.7/25.2	
3.9	BUN 39	WBC's 4.9	pH
47	Creat. 1.2	Platelets 171	pO ₂
2.7	Ca 8.3	PT/PTT 12.1/24.3	PCO ₂

Day of surgery re-evaluation (if above not done on the day of surgery)

☐ Preanesthetic evaluation reviewed
☐ no significant changes
☐ pertinent changes:

[Signature] Date **2/3/03**



ANESTH

Medical College of Georgia
Anesthesiology Attending
Staff Note

02 02 13

ADDRESSOGRAPH

Preoperative

Brief History and changes from most current preanesthetic evaluation:

82yo WM 2 C Spine Fx (C1) MVA,
Aneurysm Vertebral artery
IN ICU, Nasal intubation prior to OR
A-line & radial artery prior to OR
Diabetes (on insulin in ICU)

ACC1004021892-3028

ASA Physical Status: 1 2 3 (4) 5 6 E

Anesthetic Plan of GA

discussed with Wm. Jackson, CRNA

Signature: RBolton

Date: 2/3/03

Intraoperative

Present for: Induction, emergency Available for: all cases
Special services (A-line, CVP, PA cath, Epidural, fiberoptic intubation, TEE, hypothermia, induced hypotension):

applying anesthetic

Additional notes: 1/28/03

Signature: RBolton

Date: 2/3/03

Postoperative

Pr taken to ICU B. Baker

Signature: RBolton

Date: 2/3/03



ANESTH

ROA0258

Peanesthetic Survey
Medical College of Georgia
Hospitals and Clinics

Name **FLEMING, DEAN**
 Hosp Number **009 02**
 Birthdate **01/13/21**
 Addressograph **1392**

Proposed Operation ENDOVASCULAR EMBOLIZATION		☒ Inpatient ☐ Outpatient ☐ AM Admit ☐ 23:59	
Preoperative Diagnosis CERVICAL ARTERY PSEUDOANEURYSM		Date for Surgery 1/30/03	Physical Status 1 2 3 4 5 6 E
Current Medications PERCOC, TYLENOL, MVI, LITHIUM, INSULIN, HCTZ			
Allergies ☐ No Known Drug Allergies ☐ Penicillin ☐ Latex ☐ Hives ☐ Anaphylaxis			
Anesthetic Hx: ☐ Previous Anesthetic without problem ☐ Family Hx of Anesthetic Complication ☐ Malignant Hyperthermia ☐ Atypical Pseudocholinesterase			
Respiratory ☐ None ☐ asthma / reactive airway ☐ bronchitis ☐ BPD ☐ COPD ☐ dyspnea ☐ orthopnea ☐ pneumonia ☐ productive cough ☐ recent URI ☐ tuberculosis ☐ tobacco use	Cardiovascular ☐ None ☐ angina ☐ CHF ☐ congenital heart disease ☐ dysrhythmia ☐ poor exercise tolerance ☐ hypertension ☐ MI ☐ murmur ☐ pacemaker ☐ rheumatic fever ☐ valvular disease ☐ vascular disease	GI ☐ None ☐ bowel obstruction ☐ cirrhosis ☐ esophageal disease ☐ hepatitis / jaundice ☐ hiatal hernia ☐ reflux ☐ nausea and vomiting ☐ ulcers	Neuro ☐ None ☐ back problems ☐ cerebrovascular accident ☐ dizziness ☐ hydrocephalus ☐ loss of consciousness ☐ muscular dystrophy ☐ neuromuscular disease ☐ paralysis ☐ peripheral neuropathy ☐ seizures ☐ TIA
Endocrine / Renal ☐ None ☐ diabetes ☐ renal failure - dialysis ☐ thyroid disease ☐ urinary retention ☐ urinary tract infection ☐ weight loss / gain ☐ other endocrine ☐ other renal		Miscellaneous ☐ None ☐ anemia ☐ arthritis ☐ bleeding disorder ☐ cancer ☐ chemotherapy ☐ dehydration ☐ drug or alcohol use ☐ immunosuppression ☐ stroke / cell disease / trauma ☐ recent surgery	

PPKX 82 YO WM S/P MNC ON 1/28/03 @ C1, C2 FX
LEFT NARES
QUIT 1962

☐ Refuses Blood?		☒ Pregnant? LMP: 1 1	
X-Ray ☐ none ☐ WNL		ECG ☐ none ☐ WNL NSR, 30	
Physical Exam Date: 1/29/03 ☒ male ☐ female		B.P. 152/41	H.R. 74
General: ☐ Well developed, well nourished ☐ Obese ☐ In no acute distress ☐ Anxious		Temp. 99.1 Height 69 Weight 182	
Airway: ☐ good range of motion of neck and jaw Mallampati class: I II III		☒ missing, loose, or chipped teeth ☐ micrognathia	
Lungs: ☒ clear to auscultation		C-COLLAR IN PLACE	
Heart: ☒ regular rate and rhythm ☒ murmur 11/4L SEM			
Other: PT CONSULTED RE FOL			

Anesthetic Plan: ☒ General ☐ Regional ☐ Spinal ☐ Epidural ☐ Monitored care	
☒ Risks, complications, and options of anesthesia discussed with PATIENT	
Premedication	
Last Oral Intake PT IS NPO	
Signature: [Signature]	
Na 140 Glucose 210 Hgb/Hct 6.5/25.0 F.O. PT 12.7	
K 4.6 BUN 30 WBC's 6.6 pH INR 1.2	
Cl 110 Creat 1.4 Platelets 194 pO ₂ PTT 26.3	
CO ₂ 24 Ca — PT/PTT — pO ₂ —	

Day of surgery re-evaluation (if above not done on the day of surgery)
☐ Preanesthetic evaluation reviewed
☐ no significant changes
☐ pertinent changes:

Date _____



Medical College of Georgia Anesthesia Record

ANESTHESIOLOGIST: Electronically Signed: X 875386317237 02/03/03 09:55:38 BELAM, MD RAM	Date: 02/03/2003 O.R.: 119 Surgeon: CHUTKAN, MD NORMA Anesth. Type: Pl. Pos.: PRONE ASA#: 4
CRNA: Electronically Signed: X 8:385818000 02/03/03 13:55:34 JACKSON, CRNA WIL	TIMES: Anest. Begin: 09:24 Anest. End: 15:07 Pl. to O.R.: 09:24 Pl. Leaves O.R.: 14:49 Induction Bag: 11:31 Induction End: Intubation: Extubation: Beg. Surg Prep: 10:37 Surg Dress Comp: Incision: 11:00 Incision Closed: 14:30
RESIDENT: X	DEMOGRAPHICS: Pl. Sec: M Billing #: 0090218923028 Pl. Height: 68 Pl. Weight: 182.8 LB Pl. Age: 82 YR Pl. DOB: 01/13/1921
DIAGNOSIS: (000.0) FRACTURE C1 WITH INSTRUMENTATION	PROCEDURE: (00000) OCCIPITAL TO C3 ARTHRODESIS,

Pl. MRN: 009021892

Pl. Name: FLEMING, DEAN

- ☒ Drugs, Equip, Gas Supply Chk'd
- ☒ Alarms Checked and Set
- ☒ Chart Read, Pt Invd & Exam'd
- ☒ Informed consent checked
- ☒ Patient I.D. checked
- ☒ Pt Eval'd Prior to Anesthesia

EVENTS:

INTRAOPERATIVE EVENTS:

09:24 JACKSON, CRNA WIL
 09:25 NSR sinus rhythm
 09:25 MECH
 09:44 AirCare, Support
 09:48 computer click vs not record
 09:51 Patient pre-oxygenated
 09:51 pt from shock trauma, nasally
 09:51 intubated, monitored, ambu c2
 09:51 Monitors attached-vitals c2
 09:51 Start Intra-a. Lines
 09:51 ECG, NIBP, SaO2, CO2, nerve stim
 09:51 temp, gas monitor
 09:51 Start Intra-a. Lines
 09:51 to or 18 monitors reattached
 09:51 secretions from nose, malodor
 09:51 eye consult, eyes washed out w
 10:01 flushing saline
 10:05 MECH
 10:10 clamped
 10:10 turning prone saline decont.
 10:39 FENTANYL 1.00 ug/kg/hr IV
 10:41 abx test
 10:44 Other: 3.38 gm IV
 10:44 Zosyn
 10:59 Ephedrine: 10.00 mg IV
 11:02 Clonidine: 10.00 mg IV
 11:07 Clonidine: 10.00 mg IV

EBL - 550cc
 Fluid - 550cc
 No Blood ~

Pg 1 of 3

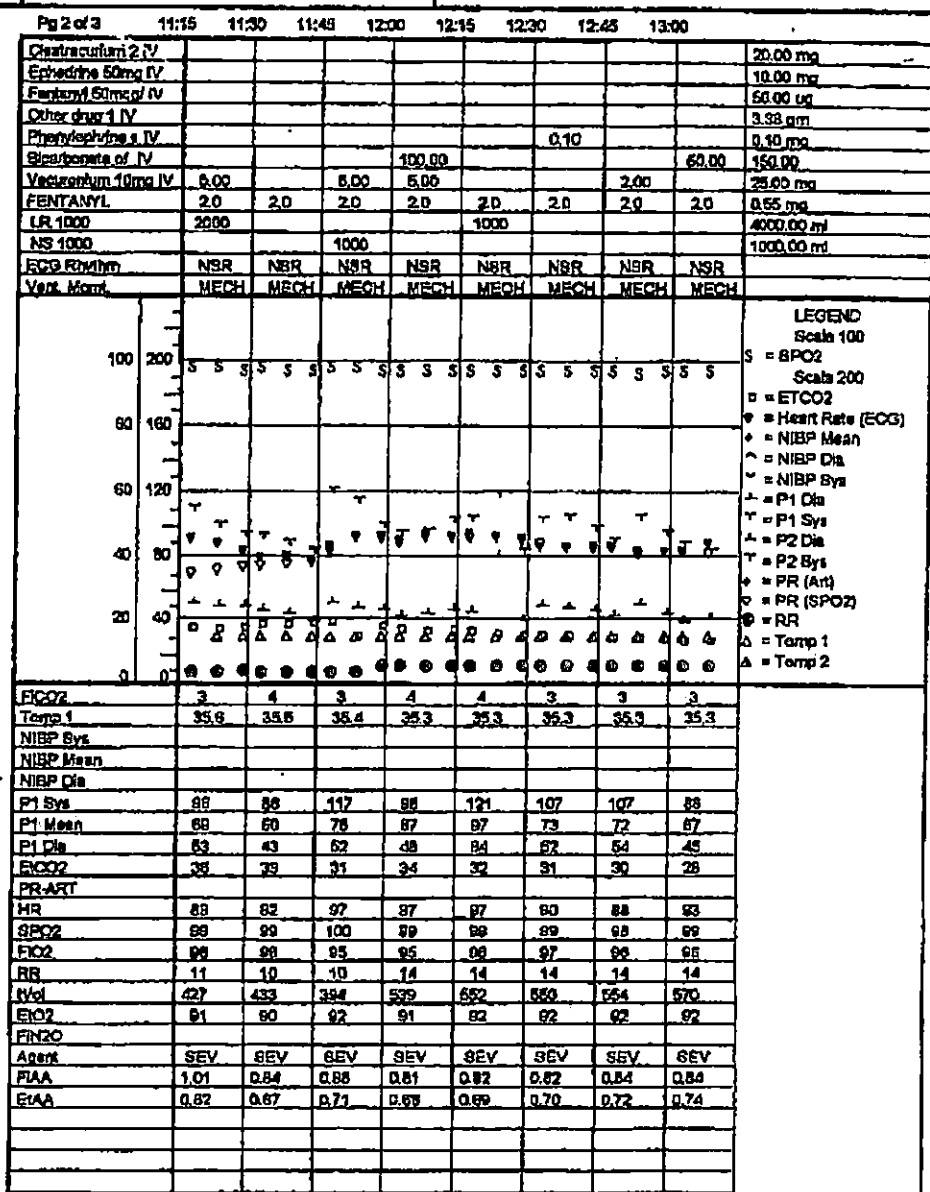
	09:15	09:30	09:45	10:00	10:15	10:30	10:45	11:00
Clonidine 2 IV								20.00
Ephedrine 50mg IV							10.00	20.00 mg
Fentanyl 50mcg IV								10.00 mg
Other drug 1 IV						3.38		60.00 ug
Phenylephrine IV								3.38 gm
Bicarbonate of IV								0.10 mg
Vasodilum 10mg IV								150.00
FENTANYL						1.0		25.00 mg
LR 1000								0.55 mg
NS 1000								4000.00 ml
ECG Rhythm	NSR	NSR	NSR	NSR	NSR	NSR	NSR	NSR
Vent. Mode	MECH	MECH	MECH	MECH	MECH	MECH	MECH	MECH
LEGEND	Scale 100 S = SPO2 Scale 200 □ = ETCO2 ▼ = Heart Rate (ECG) + = NIBP Mean ^ = NIBP Dia v = NIBP Sys ▲ = P1 Dia T = P1 Sys - = P2 Dia v = P2 Sys ● = PR (An) ○ = PR (SPO2) ⊙ = RR Δ = Temp 1 ▲ = Temp 2							
FIO2	3	4	4	4	4	2	3	3
Temp 1								
NIBP Sys					127	127	127	61
NIBP Mean					87	87	87	31
NIBP Dia					60	68	66	21
P1 Sys			108	125	115	114	122	169
P1 Mean			83	82	69	73	72	107
P1 Dia			63	57	40	45	61	71
ETCO2	37	31	37	39	32	31	33	35
PR ART								
HR		79	87	85	77	83	77	82
SPO2		100	100	100	100		89	100
FIO2	01	08	05	05	05	08	08	09
RR	13	12	13	13	13	13	13	13
IVol	610	313	332	392	544	607	538	451
ECO2	05	02	01	00	00	02	02	01
FINO2								
Agar			SEV	SEV	SEV	SEV	SEV	SEV
FIAA			0.24	0.70	0.64	1.08	1.06	1.18
RIA			0.13	0.50	0.65	0.85	0.84	0.96



Medical College of Georgia Anesthesia Record

ANESTHESIOLOGIST: Electronically Signed: X 07695317237 02/03/03 08:55:38 BELAM, MD RAM		Date: 02/03/2003 O.R.: 118 Surgeon: CHUTKAN, MD NORMA Anesth. Type: Pt. Pos.: PRONE ASA#: 4	
CRNA: Electronically Signed: X 0:2459816000 02/03/03 13:56:04 JACKSON, CRNA WIL		TIMES: Anest. Begin: 09:24 Anest. End: 14:49 Pt. to O.R.: 09:24 Pt. Leaves O.R.: 14:49 Induction Beg.: 11:31 Induction End: (Intubation): Beg. Surg Prep: 10:37 Surg Dress Comp: Incision: 11:00 Incision Closed: 14:30	
RESIDENT: X		Pt. MRN: 009021892 Pt. Name: FLEMING, DEAN	
DIAGNOSIS: (000.0) FRACTURE C/W/TH INSTRUMENTATION		DEMOGRAPHICS: Pt. Sex: M Billing #: 0090218923028 Pt. Height: 69 Pt. Weight: 182.9 LB Pt. Age: 82 YR Pt. DOB: 01/13/1921	
PROCEDURE: (00000) OCCIPITAL TO C3 ARTHRODESIS,		☒ Drugs, Equip, Gas Supply Chkd. ☒ Alarms Checked and Set. ☒ Chart Revd, Pt Inrd & Exam d ☒ Informed consent checked. ☒ Patient I.D. checked. ☒ Pt Eval d Prior to Anesthesia	

EVENTS:
 11:18 SITE #1 IV @ Lt Forearm 18g
 11:18 LR 1000 (site 1): 1000.00 ml IV
 11:19 FENTANYL: 2.00 ug/kg/hr IV
 11:26 Vecuronium: 5.00 mg IV
 11:27 SITE #2 IV @ Lt Forearm 20g
 11:27 SITE #3 IV @ Rt Hand 18g
 11:27 LR 1000 (site 2): 1000.00 ml IV
 11:31 Vecuronium: 5.00 mg IV
 11:34 NS 1000 (site 3): 1000.00 ml IV
 11:37 ABG SENT
 12:08 Bicarbonate: 100.00 U IV
 12:10 PH 7.20, PCO2 63.6, PO2 370
 12:11 BE -7.8, HGB 11.5
 12:12 Vecuronium: 5.00 mg IV
 12:24 LR 1000 (site 3): 1000.00 ml IV
 12:44 Phenylephrine: 0.10 mg IV
 12:50 Vecuronium: 2.00 mg IV
 13:11 Bicarbonate: 50.00 JV



EVENTS:

13:25 Vecuronium: 3.00 mg IV
13:31 Vecuronium: 6.00 mg IV
13:52 LR 1000(ska 1): 1000.00 ml IV
14:18 Fentanyl: 50.00 ug IV

Pg 3 of 3 13:15 13:30 13:45 14:00 14:15 14:30 14:45

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Created on: Mon, Feb 03, 2003 @ 15:09PM
FILE ID: K4761951

9021892

Fleming, LD

009021892

Medical College of Georgia
Hospital and Clinics

PROCEDURE NOTE

ADDRESSOGRAPH

Clinical Service: TR

(P) OP
CIRCLE ONE

Date of Procedure:

1 MO 24 DAY 03 YR

Location: OR / ASU / Clinic / Nursing Unit / Other: ED

ICD - 9 Code(s):

Diagnosis(es): Concussion BLOC

Co-Morbidities: Mult abrasions

Indications for Surgery: Ad eval

Procedure(s):

FAST

CPT Code(s):

76700-26

Description of Procedure(s): 5 mHz probe - views of epigastrium, RUQ, LUS, palpist neg for perichondral effusion, free intraperitoneal fluid

Anesthesia: B

Tissue: B

Complications: 2

- ☒ I was present for the entire procedure.
- ☐ I was present for the key parts of the procedure, which consisted of: _____
- ☐ I was supervising overlapping cases. The attending surgeon available as my backup was: _____

RESIDENT SURGEON(S):

S Habtem

ATTENDING SURGEON

SIGNATURE:

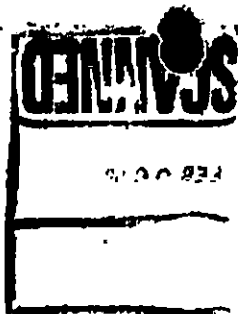
[Signature]

DR #: 240097

DATE: 1/28/03



OPREPRT



Foot

Medical College of Georgia
Hospital & Clinics

OPERATIVE REPORT

Name of Patient: FLEMING, L D
Medical Record #: 00902-1892
Date of Surgery: 02/03/2003

PREOPERATIVE DIAGNOSIS: C1 right lateral mass with posterior arch fracture. 839.01

POSTOPERATIVE DIAGNOSIS: C1 right lateral mass with posterior arch fracture. 839.01

PROCEDURES PERFORMED: Occiput-to-C3 arthrodesis with C2 and C3 arthrodesis with instrumentation, bone grafting, and for an open treatment of a C1 fracture. 22590 - 22600 - 22842 - 20937 - 22326

RESIDENT SURGEON: Donnis K Harrison, M.D.

ATTENDING SURGEON: Norman Chutkan, M.D.

TYPE OF ANESTHESIA: General endotracheal intubation.

ESTIMATED BLOOD LOSS: Six hundred cc.

FLUID REPLACEMENT: Five hundred and fifty of lactated Ringer's and saline.

COMPLICATIONS: None.

INSTRUMENTATION: Cervifix system with Starlock components. A total of four Starlock screws into the C2, C3, and C6, Cervifix screws into the occipital condyle with two rods.

INDICATION FOR PROCEDURE: Mr. Fleming is a 82-year-old white male, who on January 28th was involved in a motor vehicle collision sustaining multiple abrasions to his head with a right lateral mass fracture with a posterior arch fracture of the C1 vertebra. The patient had appropriate workup and was found to have a vertebral artery traumatic pseudoaneurysm. The aneurysm was located in the fracture site. The patient on the 30th of the month, desaturated and required emergent intubation with nasal cannula. The patient's family was counseled on all the risks and benefits. They elected not to embolize the right vertebral artery considering the risk of stroke versus surgical intervention. They elected to take their chances with operative intervention without embolizing the right vertebral artery. All the surgical risks and benefits of the procedure was explained to the family, and they signed the surgical consent.

DESCRIPTION OF PROCEDURE: The patient was taken to the operating room. He was transported from the Shock Trauma Unit to the room nasally intubated. He was positioned on to the Jackson trauma flat bed, at which time we then applied Mayfield head tongs with appropriate sterile technique. We then placed the spine frame on the top of the anterior aspect of his body appropriately, and appropriately strapped him in. We then appropriately made 180-degree turn of the bolt on the side frame. The patient was then in a prone position and a stabilized position. The Jackson flat bed was then removed. After which time, we obtained a lateral x-ray of his cervical spine to insure appropriate position of the cervical region. This was confirmed. We then prepped and draped out his cervical spine and his right posterior iliac crest for bone harvesting, after which time we then proceeded to the surgical procedure, and made approximately a 8-cm incision along the central aspect of his occipital protuberance down to roughly the C4 region. We then maintained hemostasis using the Bovie cautery, and made a longitudinal incision all the way to the mid spinous process from the occipital protuberance down to C3. We then used appropriate technique and using a

Medical College of Georgia
Hospital & Clinics

OPERATIVE REPORT

Name of Patient: FLEMING, L D
Medical Record #: 00902-1892
Date of Surgery: 02/03/2003

Cobb, we periosteally elevated the spinous process of C2, C3, C1, and the posterior occipital region using a Cobb elevator and Bovie cautery to the appropriate lateral aspect bilateral. Once adequate exposure was obtained, we then progressed forward to the next portion of the procedure. We next began with the left side of the fusion. Using standard technique, we placed a 2.5-mm drill and we started at the appropriate landmark on the inferior facet. We used a lateral x-ray to confirm position and appropriate at the midline of this facet, 25 degrees of the vertical axis projecting towards the appropriate position. Once appropriate angles were confirmed using x-rays, we drilled into the C2 region. Using a depth gauge, we insured that all four walls contained bone and cortical boundary. This was confirmed. We selected a 22-length screw and a 22-gauge Starlock screw was passed without complications. We then moved down to the C3 using a lateral mass screw. Using appropriate technique, appropriate landmark was exposed of the third cervical vertebra, and roughly 2-mm medially and cranially entry point was selected, and roughly a 25-degree anterolateral angle was selected, and this was drilled with pass without complications. We then used a depth gauge to insure length and to insure the hole maintained good cortical borders. Roughly, a 12-mm gauge length screw was selected. We passed this without complications. We performed the right side using the same technique without any complications. We then moved to the occipital portion of the case, exposing the adequate occipital regions. We roughly stayed within the midline and used a standard technique. Six drill holes into the appropriate position, we used a 14-mm gauge stop drill hole guide and passed into the holes without complications. We selected appropriate screw lengths, and then attached the plate and rod construct after appropriate bending was performed. These were attached without complications. We attached the rod to the C2 and C3 screws using standard technique. These were all securely fashioned without complications. We then moved to the right of the posterior bone graft harvest site. We made roughly a 5-cm incision over the posterior iliac crest. We then sharply dissected using a 10 blade, and then used Bovie cautery to sharply dissect to the iliac crest region. Once adequate exposure, we then used an osteotome to make several long incisions into the iliac crest region. We then removed the bone graft and also harvested plentiful cancellous harvest bone after which time, we donated the cortical struts to the occipital C1-C2 region and packed the cancellous bone graft in the C3-C2 region, after copiously irrigated that region. We then closed the fascial plane using a #2 Vicryl stitch and #2-0 Vicryl stitch, and then a running nylon suture for skin closure. A sterile dressing was applied to this region. The harvest site of the bone had 2-0 Vicryl and 2-0 for the subdermal layer with staples to the skin. A sterile dressing was applied. An AP and lateral x-ray was obtained and showed good hardware positioning. The patient was then carefully rolled from a prone to a supine position. A cervical collar was placed. He was then taken to the operating room to Shock Trauma, where he was managed by the trauma team.

Dictated by:

DONNIS K. HARRISON, M.D.
Department of Orthopedics

Reviewed by:



NORMAN CHUTKAN, M.D.
Attending Physician

cc: Section File

**Medical College of Georgia
Hospital & Clinics**

OPERATIVE REPORT

Name of Patient: **FLEMING, L D**
Medical Record #: **.00902-1892**
Date of Surgery: **02/03/2003**

DN: 03219 SUFX: 3028 DT: DKH/24 D: 02/03/2003 T: 02/05/2003 J: 29159 V: 02/03/2003 S: 380
Doc: FEB\6\00902189.211

Medical College of Georgia
Hospital and Clinics

PROCEDURE NOTE

Clinical Service: Ortho Spine ☒ OP/ER
CIRCLE ONE

Date of Procedure:

MO DAY YR

Location: ☒ OR / ASU / Clinic / Nursing Unit / Other:

Diagnosis(es): C-1 lateral mass fx/pt
Posterior Arch Fr

ICD - 9 Code(s):

839.01

Co-Morbidities: Traumatic Right Vertebra
Artery Angiogram

Indications for Surgery:

C1 Spine

Procedure(s):

CPT Code(s):

Decompression C3 Arthrodesis

22590

C2-C3

22600

with Fusionation

22842

Base Graft

20937

Open Treatment of C-1 Fracture

22326

Description of Procedure(s):

see Dictation

Anesthesia: General

Tissue: /

Complications: /

Unplanned return to OR ☒ Y ☒ N

Wound Classification: ☒ I ☐ II ☐ III ☐ IV

☒ I was present for the entire procedure.

☐ I was present for the key parts of the procedure, which consisted of:

☐ I was supervising overlapping cases. The attending surgeon available as my backup was:

RESIDENT SURGEON(S):

Dennis Harrison MD

SIGNATURE:

ATTENDING SURGEON

DR #:

DATE:

APPROV. PP N REV.



Medical College of Georgia
Hospital and Clinics

PROCEDURE NOTE

MG

MRH 009 02 1892

01/13/21 W/M

ELEWING, DEAN L

ACCT009021892-3028

01/20/03

ADDRESSOGRAPH

Clinical Service: TRAUMA

IP / OP
CIRCLE ONE

Date of Procedure:

2 2 03
MO DAY YR

Location: OR / ASU / Clinic / Nursing Unit / Other: _____

ICD - 9 Code(s): _____

Diagnosis(es): Ventilator dependence

Co-Morbidities: _____

Indications for Surgery: S/P C3 fusion 2nd MVA
& ventilator dependence

Procedure(s):

tracheostomy placement

CPT Code(s):

31600

Description of Procedure(s):

pts neck prepped / draped in standard sterile surgical fashion.
Transverse incision made above sternal notch, dissection carried down through
Subcutaneous tissue & superficial veins ligated w/ 3-0 VICRYL ties. ties
muscle & fascia retracted & trachea identified.
Blunt dissection of trachea and 1.5 cm incision made over 1st & 2nd tracheal
rings then last 3rd divided. Medial opening dilated and 6 sh/let trach
inserted w/ difficulty. @ CW rise and @ CW P
Delivery of BDOHS. skin edges closed w/ 3-0 silk sutures and
trach collar secured in place. CXR confirmed
placement.

Anesthesia: LOCAL MAC

Tissue: 0

Complications: 0

☒ I was present for the entire procedure.

☐ I was present for the key parts of the procedure, which consisted of: _____

☐ I was supervising overlapping cases. The attending surgeon available as my backup was: _____

RESIDENT SURGEON(S):

LEONARD

SIGNATURE: _____

DR #:

DATE:

ATTENDING SURGEON

20405



Medical College of Georgia
Hospital and Clinics

PROCEDURE NOTE

Flaming, Dean
009021892

ADDRESSOGRAPH

Clinical Service: _____

IP / OP
CIRCLE ONE

Date of Procedure: _____

MO DAY YR
2 17 02

Location: OR / ASU / Clinic / Nursing Unit / Other: S70

ICD - 9 Code(s): _____

Diagnosis(es): Dependence on ~~parental~~ ^{parental} nutrition

Co-Morbidities: Tracheostomy

Indications for Surgery: As above

Procedure(s): _____

CPT Code(s): _____

Insertion of nasocentral tube

Description of Procedure(s): _____

Size 10 Corpot tube placed &
some difficulty with gastric position confirmed;
advanced to 15cms. To get xray 1st.
Able to auscultate when air is injected but
unable to aspirate. Taped in place.

Anesthesia: None

Tissue: None

Complications: None

☒ I was present for the entire procedure.

☐ I was present for the key parts of the procedure, which consisted of: _____

☐ I was supervising overlapping cases. The attending surgeon available as my backup was: _____

RESIDENT SURGEON(S):

Dr Smith

ATTENDING SURGEON

SIGNATURE: _____

DR #:

DATE:

20405
2/17/02



Medical College of Georgia
Hospital and Clinics

PROCEDURE NOTE

Clinical Service: GE SURG

IP / OP / ER
CIRCLE ONE

Date of Procedure:

2 26 03
MO DAY YR

Location: OR ASU / Clinic / Nursing Unit / Other: SPEND

Diagnosis(es): C SPINE FRACTURE

ICD - 9 Code(s):

Co-Morbidities:

Indications for Surgery: INABLE TO SWALLOW
VERT DEBR

Procedure(s):

CPT Code(s):

Description of Procedure(s):

ROUTINE 2ND F PEG

Anesthesia: YES IV SED

Tissue:

Complications: 3

Unplanned return to OR Y ☐ N ☐

Wound Classification: I ☐ II ☐ III ☐ IV ☐

☒ I was present for the entire procedure.

☐ I was present for the key parts of the procedure, which consisted of:

☐ I was supervising overlapping cases. The attending surgeon available as my backup was:

RESIDENT SURGEON(S):

SCHEIDT

ATTENDING SURGEON

SIGNATURE:

OR #:

DATE:

APPROV. PP N REV.



PERIOPERATIVE REPORT

Patient Name: FLEMING, DEAN
Case #: 34128
O.R.#: 118

Medical Record: 009021892
Account #: 009021892-3028
Case Classification: ELEC

Site: MAIN
Sex: M
Age: 82 Y

Case Date: 02/03/2003 Location: HOLDING AREA I.D. Bracelet: Y Patient Status: INPATIENT
Area Type: GENERAL Service: ORTHOPEDICS Via: BED
Status: Time: : Date: 01/01/1753 Wt: 0.00 Kg Blood Bank: Type & Cross

DRUG Allergies: NKDA FOOD Allergies: NO KNOWN FOOD ALLERGY CONTACT Allergies: NO KNOWN CONTACT ALLERGIES

In Place on Arrival: SEE ANESTHESIA RECORD

Accompanying Persons: RN
TRANSPORTER
Verification of Procedure: PERMIT/CHART

ROM: Limited: CERVICAL
PARKINSON DZ/ALL EXT

Preop Skin Condition
Temp: NORMAL

Moisture: NORMAL

Color: NORMAL

Preoperative Comments: pt intubated, paralyzed upon arrival in or; permit signed per son-lom dean;
all information per icu m/chart/surgeon;

Preoperative Assessment: GIVE CLEAR AND CONCISE EXPLANATIONS
Preoperative Assessment: CONVEY CARING AND SUPPORTIVE ATTITUDE
Preoperative Assessment: REMAIN WITH PATIENT DURING INDUCTION
Preoperative Assessment: OTHER
Preoperative Assessment Completed by: KATHERINE SMITH

Blanket Unit	Blanket Site	Setting	BMI#	Temp	Comment
WARM AIR	LOWER BODY	0		0.00	38-42C

Temperature Control Aids
WARM BLANKETS
WARM SOLUTIONS
HYPO/HYPERThERMIA UNIT

Prep Site: POST HEAD/NECK/hips

Postop Prep Site Clear: Clear

ance of Skin Lesion:

Completed By: HARRISON, DONNIS
Shave By: HARRISON, DONNIS
Hair Removal Method: SHAVED IN OR

Position	Positioning Aide(s)	Other Position(s)	Other Positioning Aide(s)
PRONE	BLANKET		
PRONE	EGGCRATE		
PRONE	MAYFIELD PIN HEADREST		
PRONE	PILLOW		
PRONE	SAFETY STRAP		
PRONE	TAPE		
PRONE	TOWELS FOLDED		

Positioning Comments: pt positioned prone p induction using jackson spine frame; head positioned
per surgeons in mayfield pins/headrest; arms secured at sides per surgeons
using 3in silk tape; lower extremities secured on pillows x 2; knees on
eggcrate; scd inflating at 45mm hg; scd plugs padded c eggcrate; foley cath
draining a impedance; genitals checked, free from pressure and in good
alignment; bilateral pedal pulses palpated; pt positioned for safety and
comfort; no areas of pressure or stress noted;

Pre-op Ground Pad Site: Clear
Post-op Ground Pad Site: Clear

Catheter Comments: foley cath present upon arrival in or;

SEE ANESTHESIA RECORD FOR BLOOD COMPONENT INFORMATION

Report: mog_periop.rpt
Version: 1.2

Printed: 2/3/03 2:48 pm
Page 1 of 4

ROA0272

PERIOPERATIVE REPORT

Patient Name: FLEMING, DEAN
Case #: 34126
O.R.#: 118

Medical Record: 009021882
Account #: 009021882-3028
Case Classification: ELEC

Site: MAIN
Sex: M
Age: 82 Y

Time In Room: 09:20
Start

Time Out Room: 14:55

Procedure
POSTERIOR WIRING & FUSION (OCCIPITAL)

Procedure Surgeon
NORMAN CHUTKAN

Wound Classification: CLEAN

Staff	Role
CHUTKAN, NORMAN	ATT SU SCRUB
BELLAM, RAM	ATT ANESTHESIA
SMITH, KATHERINE	CIRCULATOR RN
SOLOMONS, KAY	CIRCULATOR RN
JACKSON, WILLIAM	CRNA
PHOMMACHANH, KINGSADA	SCRUB
HARRISON, DONNIS	RESIDENT SURG
SEVERANCE, LINDA	RELIEF CIRC

Medication	Route	Time	Ordered By	Given By	Dosage	Comment
THROMBIN	TOPICAL		CHUTKAN	CHUTKAN		
GELFOAM	TOPICAL		CHUTKAN	CHUTKAN		
FLUORESCEN OPTH 30	TOPICAL		CHUTKAN	CHUTKAN		

[Handwritten signature]



PERIOP

PERIOPERATIVE REPORT

Patient Name: FLEMING, DEAN
Case #: 34126
O.R.#: 118

Medical Record: 009021892
Account #: 009021892-3028
Case Classification: ELEC

Site: MAIN

Sex: M
Age: 82 Y

Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: FLOSEAL MATRIX HEMOSTATIC SEALANT	Manufacturer: FUSION MEDICAL INC
	Model Name: F05-6
Body Site: 2	Serial Number:
CERVICAL SPINE	Lot #: 021009
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: STARLOCK TITANIUM CANCELLOUS SCREW	Manufacturer: SYNTHES
Size: 3.5MM X 10MM	Model Name:
Qty: 1	Serial Number:
Body Site: NOT IMPLANTED	Lot #:
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: STARLOCK TITANIUM CANCELLOUS SCREW	Manufacturer: SYNTHES
Size: 3.5MM X 16MM	Model Name:
Qty: 2	Serial Number:
Body Site: POST CERVICAL SPINE	Lot #:
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: STARLOCK TITANIUM CANCELLOUS SCREW	Manufacturer: SYNTHES
Size: 3.5MM X 22MM	Model Name:
Qty: 2	Serial Number:
Body Site: POST CERVICAL SPINE	Lot #:
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: STARLOCK TITANIUM NUTS	Manufacturer: SYNTHES
Size: 6.5MM	Model Name:
Qty: 4	Serial Number:
Body Site: POST CERVICAL SPINE	Lot #:
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: CERVIFIX TITANIUM CANCELLOUS BONE SCREW	Manufacturer: SYNTHES
Size: 3.5MM X 12MM	Model Name:
Qty: 2	Serial Number:
Body Site: NOT IMPLANTED	Lot #:
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: CERVIFIX TITANIUM CANCELLOUS BONE SCREW	Manufacturer: SYNTHES
Size: 3.5MM X 14MM	Model Name:
Qty: 5	Serial Number:
Body Site: POST CERVICAL SPINE	Lot #:
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: CERVIFIX TITANIUM CANCELLOUS BONE SCREW	Manufacturer: SYNTHES
Size: 4.0MM X 16MM	Model Name:
Qty: 1	Serial Number:
Body Site: NOT IMPLANTED	Lot #:
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: CERVIFIX TITANIUM CANCELLOUS BONE SCREW	Manufacturer: SYNTHES
Size: 4.0MM X 12MM	Model Name:
Qty: 1	Serial Number:
Body Site: NOT IMPLANTED	Lot #:
Device Type: Implant	Expiration Date: 1/1/53 12:00:00AM
Description: CERVIFIX TITANIUM CANCELLOUS BONE SCREW	Manufacturer: SYNTHES
Size: 4.0MM X 14MM	Model Name:
Qty: 1	Serial Number:
Body Site: POST CERVICAL SPINE	Lot #:

[Handwritten signature]



PERIOP

PERIOPERATIVE REPORT

Patient Name: FLEMING, DEAN
Case #: 34126
O.R.#: 118

Medical Record: 009021892
Account #: 009021892-3026
Case Classification: ELEC

Site: MAIN
Sex: M
Age: 62 Y

Device Type: Implant
Description: OCCIPITAL PLATE

Expiration Date: 1/1/53 12:00:00AM
Manufacturer: SYNTHES
Model Name:
Serial Number:
Lot #:

Qty: 2
Body Site: POST CERVICAL SPINE

Device Type: Implant
Description: DRILL BIT
Size: 2.0MM
Qty: 1
Body Site: NOT IMPLANTED

Expiration Date: 1/1/53 12:00:00AM
Manufacturer: SYNTHES
Model Name:
Serial Number:
Lot #:

Device Type: Implant
Description: STARLOCK CLAMP
Size:
Qty: 2
Body Site: POST CERVICAL SPINE

Expiration Date: 1/1/53 12:00:00AM
Manufacturer: SYNTHES
Model Name:
Serial Number:
Lot #:

Device Type: Implant
Description: RIGHT UPGOING CLAMP
Size:
Qty: 1
Body Site: POST CERVICAL SPINE

Expiration Date: 1/1/53 12:00:00AM
Manufacturer: SYNTHES
Model Name:
Serial Number:
Lot #:

Device Type: Implant
Description: LEFT UPGOING CLAMP
Size:
Qty: 1
Body Site: POST CERVICAL SPINE

Expiration Date: 1/1/53 12:00:00AM
Manufacturer: SYNTHES
Model Name:
Serial Number:
Lot #:

Count Class	Count Types	Emp1	Emp2	Procedure	Status
FINAL CLOSING	SHARPS	KSOLOM	KPHOMM		Correct
FINAL CLOSING	SPONGES	KSOLOM	KPHOMM		Correct

Dressing Type
XEROFORM
XEROFORM
TEGADERM
4 X 4 SPONGES
4 X 4 SPONGES
TAPE, MICROPORE

Body Site
NECK
HIP RIGHT
NECK
NECK
HIP RIGHT
HIP RIGHT

Postop Wound Classification: CLEAN

Event
NONE

Time

Postop Skin Condition
Temp: NORMAL

Moisture: NORMAL

Color: NORMAL

Postop Transport to
SHOCK TRAUMA UNIT

Via
BED

Accompanied By: CRNA
RESIDENT SURGEON

Safety Precautions: SIDE RAILS UP

Plan of Care: EFFECTIVE COMMUNICATION LINES WILL BE ESTABLISHED WITH THE PATIENT, FAMILY AND/OR SIGNIFICANT C
Plan of Care: PATIENT WILL BE OBSERVED FOR IDENTIFICATION OF INDIVIDUAL NEEDS
Plan of Care: PATIENT SAFETY WILL BE ENSURED THROUGH ASSESSMENT, OBSERVATION, AND IMPLEMENTATION OF SAFE
Plan of Care: PATIENT ALLERGIES WILL BE IDENTIFIED, COMMUNICATED, AND DOCUMENTED

§ 15-3-520. Within twenty years., SC ST § 15-3-520

Code of Laws of South Carolina 1976 Annotated
Title 15. Civil Remedies and Procedures
Chapter 3. Limitation of Civil Actions (Refs & Annos)
Article 5. Actions Other than for Recovery of Real Property

Code 1976 § 15-3-520

§ 15-3-520. Within twenty years.

Currentness

Within twenty years:

(a) an action upon a bond or other contract in writing secured by a mortgage of real property;

(b) an action upon a sealed instrument, other than a sealed note and personal bond for the payment of money only whereon the period of limitation is the same as prescribed in Section 15-3-530, except that a sealed contract for sale or an offer to buy or sell goods whereon the period of limitation is the same as prescribed in Section 36-2-725.

Credits

HISTORY: 1962 Code § 10-142; 1952 Code § 10-142; 1942 Code § 387; 1932 Code § 387; Civ. P. '22 § 330; Civ. P. '12 § 136; Civ. P. '02 § 111; 1870 (14) 447 § 113; 1880 (17) 415; 1946 (44) 1436; 1988 Act No. 494, § 8(1).

Notes of Decisions (28)

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Code 1976 § 15-3-520, SC ST § 15-3-520

Current through 2021 Act No. 116, subject to final approval by the Legislative Council, technical revisions by the Code Commissioner, and publication in the Official Code of Laws.

End of Document

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■ KeyCite Red Flag - Severe Negative Treatment
Vacated Pursuant to Settlement August 26, 2016

415 S.C. 115
Court of Appeals of South Carolina.

Thomas P. and Desiree J. LYONS, Respondents,
v.
FIDELITY NATIONAL TITLE INSURANCE
COMPANY as successor by merger to Lawyers
Title Insurance Corporation, Bobby Gene
Martin, and The Security Title Guarantee
Corporation of Baltimore, Defendants,
Of whom The Security Title Guarantee
Corporation of Baltimore is the Appellant.

Appellate Case No. 2013-002137.

No. 5365.

Heard Nov. 3, 2014.

Decided Dec. 2, 2015.

Rehearing Denied Jan. 21, 2016.

Certiorari Dismissed Oct. 26, 2016.

Synopsis

Background: Purchasers of residential lot brought action against title insurance company for breach of contract and bad faith failure to pay insurance claim, following company's denial of claim and rejection of \$80,000 demand, after purchasers became aware of easement for federal government and no-build resolution on lot. The Circuit Court, Horry County, Paul M. Burch, J., granted partial summary judgment for purchasers. Company appealed.

Holdings: The Court of Appeals, McDonald, J., held that:

[1] 20-year statute of limitations for action upon sealed instrument applied;

[2] governmental power exclusion in title insurance policy did not exclude coverage;

[3] zoning regulation preventing construction of home purchasers intended to construct on lot triggered coverage; and

[4] purchasers did not fail to mitigate damages when they rejected offer to purchase lot.

Affirmed.

West Headnotes (28)

[1] **Insurance** — Statutes of limitations

Twenty-year statute of limitations for action upon sealed instrument, as opposed to three-year statute of limitations for most contract actions, applied to action brought by purchasers of residential lot against title insurance company for breach of contract and bad faith failure to pay insurance claim, following company's denial of claim, after purchasers became aware of easement for federal government and no-build resolution on lot; presence of seal on face of policy, next to president's signature, evidenced intent to create sealed instrument. Code 1976, §§ 15-3-520(b), 15-3-530.

2 Cases that cite this headnote

[2] **Limitation of Actions** — Nature of statutory limitation

Statutes of limitations embody important public policy considerations in that they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs.

[3] **Limitation of Actions** — Nature of statutory limitation

One purpose of a statute of limitations is to relieve the courts of the burden of trying stale claims when a plaintiff has slept on his rights.

[4] **Limitation of Actions** — Nature of statutory limitation

A purpose of the statute of limitations is to protect potential defendants from protracted fear of litigation.

[5] **Limitation of Actions** ← Nature of statutory limitation

Cornerstone policy consideration underlying statutes of limitations is the laudable goal of law to promote and achieve finality in litigation.

[6] **Limitation of Actions** ← In general; what constitutes discovery

Under the "discovery rule," the statute of limitations begins to run when a cause of action reasonably ought to have been discovered; the statute runs from the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct.

[7] **Limitation of Actions** ← Contracts; warranties

"Discovery rule," under which the statute of limitations begins to run when a cause of action reasonably ought to have been discovered, applies to breach of contract actions.

[8] **Limitation of Actions** ← Contracts; warranties

Pursuant to the "discovery rule," a breach of contract action accrues not on the date of the breach, but rather on the date the aggrieved party either discovered the breach, or could or should have discovered the breach through the exercise of reasonable diligence.

[9] **Limitation of Actions** ← Contracts in General

Limitation of Actions ← Sealed Instruments

Courts adhere to the general three-year statute of limitations for most contract actions and acknowledge the availability of the 20-year

limitations period where the contract clearly evidences an intent to create a sealed instrument. Code 1976, §§ 15-3-520(b), 15-3-530.

2 Cases that cite this headnote

[10] **Insurance** ← Ambiguity, Uncertainty or Conflict

Insurance ← Favoring coverage or indemnity; disfavoring forfeiture

Court of Appeals is bound by the rules of contract construction requiring that insurance policies be construed against the drafter and in favor of coverage.

[11] **Insurance** ← Zoning or other land use restrictions

Insurance ← Easements

Easement for federal government and no-build resolution on residential lot constituted "public records" not located during title search, and, thus, governmental police power exclusion in title insurance policy did not exclude coverage; because company drafted policy, it could have defined term "public record" to exclude zoning laws and regulations or drafted other exclusionary language, but did not do so, and, thus, term was ambiguous as defined in policy and to be construed against company. Code 1976, § 30-7-10.

[12] **Insurance** ← Application of rules of contract construction

Insurance policies are subject to the general rules of contract construction.

[13] **Contracts** ← Language of contract

The cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language.

- [14] **Insurance** — Function of, and limitations on, courts, in general
Insurance — Plain, ordinary or popular sense of language
 Courts must enforce, not write, contracts of insurance, and their language must be given its plain, ordinary and popular meaning.
- [15] **Contracts** — Application to Contracts in General
 Where a contract's language is clear and unambiguous, the language alone determines the contract's force and effect.
- [16] **Insurance** — Ambiguity, Uncertainty or Conflict
 Ambiguous or conflicting terms in an insurance policy must be construed liberally in favor of the insured and strictly against the insurer.
- [17] **Insurance** — Exclusions, exceptions or limitations
Insurance — Burden of proof
Insurance — Evidence
 Insurance policy exclusions are construed most strongly against the insurance company, which also bears the burden of establishing the exclusion's applicability; this rule applies to title insurance contracts.
 1 Cases that cite this headnote
- [18] **Insurance** — Title Defects
 Generally, title insurance operates to protect a purchaser or mortgagee against defects in or encumbrances on title which are in existence at the time the insured takes title.
- [19] **Insurance** — Zoning or other land use restrictions
 Mobile home, with numerous extensions and additions, which was previously located on

residential lot, did not constitute "single-family residence" as term was used in title insurance policy, and, thus, zoning regulation preventing construction of site-built house purchasers of lot intended to construct on lot triggered title coverage; term "single-family residence" was ambiguous, and, thus, to be construed against insurer, as drafter, and, thus, purchasers were entitled to coverage because they could not use property for "single-family residence." Code 1976, § 27-40-210(3, 14).

- [20] **Damages** — Duty of Person Injured to Prevent or Reduce Damage
 A party injured by the acts of another is required to do those things a person of ordinary prudence would do under the circumstances, but the law does not require him to exert himself unreasonably or incur substantial expense to avoid damages.
- [21] **Damages** — Breach of contract
 The duty to mitigate losses applies to contracts.
- [22] **Damages** — Aggravation, mitigation, and reduction of loss
 Whether a party acted reasonably to mitigate damages is ordinarily a question for the jury.
- [23] **Damages** — Mitigation of damages and reduction of loss
 A defendant who claims a plaintiff's damages could have been mitigated has the burden of proving that mitigation is possible and reasonable.
- [24] **Damages** — Mitigation of damages and reduction of loss
 The party who claims damages should have been minimized has the burden of proving they could reasonably have been avoided or reduced.

- [25] **Damages** — Aggravation, mitigation, and reduction of loss

The reasonableness of a party's actions to mitigate damages is a question of fact which cannot be decided as a matter of law when conflicting evidence is presented.

- [26] **Insurance** — Amount of Damage
Insurance — Easements

Purchasers of residential lot did not fail to mitigate damages, with respect to claim against title insurance company, when they rejected offer to purchase residential lot, after purchasers became aware of easement for federal government and no-build resolution on lot; purchasers could not have provided potential purchaser with clean title to lot because easement was properly recorded.

- [27] **Appeal and Error** — Nature or subject-matter in general

Title insurance company failed to preserve for appellate review claim that purchasers of residential lot failed to mitigate their losses when they demolished mobile home previously located on property, in purchasers' action against company for breach of contract and bad faith failure to pay insurance claim, following company's denial of claim, after purchasers became aware of easement for federal government and no-build resolution on lot; while company raised claim in its motion to reconsider trial court's grant of partial summary judgment to purchasers, it did not raise issue to court at hearing on motion for summary judgment or by way of written opposition.

- [28] **Appeal and Error** — Nature and Scope of Decision

Court of Appeals would decline to review title insurance company's claim that any loss should have been calculated based on value

of residential lot when it received claim by purchasers of lot, as opposed to calculated based on diminution in value caused by title defects, measured from date lot was purchased, in purchasers' action against company for breach of contract and bad faith failure to pay insurance claim, following company's denial of claim, after purchasers became aware of easement for federal government and no-build resolution on lot; trial court denied purchasers' motion for summary judgment as to damages, and, thus, issue was not properly before Court of Appeals.

Attorneys and Law Firms

***129** Ray Coit Yarborough Jr., of Florence, for appellant.

David K. Haller, of Haller Law Firm, of Charleston, for respondents.

Opinion

McDONALD, J.

***120** The Security Title Guarantee Corporation of Baltimore (Security Title) appeals the circuit court's grant of partial summary judgment in favor of Thomas P. Lyons and Desiree J. Lyons (collectively, the Lyons). Security Title argues the circuit court erred in (1) finding the Lyons' claims were not barred by the statute of limitations; (2) holding a county "no-build" resolution appeared in the public record and was available ***121** for title examination when the policy was issued; (3) holding a zoning resolution imposing a land restriction was a defect in title triggering coverage under the policy; (4) finding the Lyons did not fail to mitigate their damages; and (5) determining the date of loss. We affirm.

FACTS/PROCEDURAL BACKGROUND

The real property (the Property) at issue is a residential lot located in Horry County, which previously held a mobile home with numerous extensions and additions. Unbeknownst to the Lyons at the time of their purchase, the Property had been encumbered since 1932 by a properly recorded easement allowing for the construction and maintenance of the Intracoastal Waterway. Moreover, the Property has been subject to a county "no-build" resolution since 2003.

The Lyons purchased the Property in two separate transactions. On May 5, 2005, they purchased a lot (Lot 1) for \$240,000, along with a title insurance policy from Lawyers Title Insurance Corporation (Lawyers Title).¹ On October 28, 2005, the Lyons purchased a portion of a lot (Lot 2) adjacent to Lot 1 for \$100,000. In conjunction with this transaction, they purchased a title insurance policy from Security Title.² Lots 1 and 2 were subsequently combined into the Property at issue, which is shown as "Lot 1" on a plat dated August 24, 2005, and recorded with the Horry County Register of Deeds.

On July 3, 1930, Congress enacted the River and Harbor Act, which provided for the construction of the Atlantic Intracoastal Waterway.³ In 1931, our General Assembly passed an act to provide for rights-of-way for the construction project.⁴ On August 17, 1932, the governor executed a deed to rights of way (Spoil Easement), which granted the federal government the following:

*122 [T]he perpetual right and easement to enter upon, excavate, cut away and remove any and all of the tracts hereinafter described as composing a part of the canal **130 prism,^[5] as may be required at any time for construction and maintenance of the said Inland Waterway ... and ... to enter upon, occupy, and use any portion of ... the spoil disposal area ^[6] ... [and] to deposit on the ... spoil disposal area, or any portion thereof, any and all spoil or other material excavated in construction and maintenance of the aforesaid waterway and its appurtenances.

The Spoil Easement was filed in the Horry County Register of Deeds on September 17, 1932.

In 1983, the Army Corps of Engineers began managing the Spoil Easement. Horry County's obligations were established in a tri-party agreement dated December 8, 1982. On or about November 4, 2003, the Horry County Council adopted Resolution R-143-03 (the no-build resolution), providing that,

Horry County Council resolved to authorize the issuance of building permits to repair, remodel or replace existing structures within the spoil easements along the Intracoastal

Waterway, but to otherwise continue the policy of denying building permits in this area. Mobile homes within the spoil area may only be replaced with mobile homes.

Horry County Res. 143-03. In May 2011, Horry County refused to issue the Lyons a building permit due to the no-build resolution. The Lyons assert that when their building permit was refused, "they learn[ed] for the first time that there is an easement on the property[,] which essentially makes their property useless." Thereafter, they removed the existing mobile home structure from the Property and listed the Property for sale for \$539,000.

The Lyons subsequently submitted claims against Fidelity and Security Title under their title insurance policies. On October 11, 2011, Security Title denied the Lyons' claim and rejected their \$80,000 demand. The Lyons filed an action for breach of contract and bad faith failure to pay insurance *123 claims on July 5, 2012, followed by an amended summons and complaint on July 19, 2012. The Lyons subsequently moved for partial summary judgment on December 20, 2012.

At the May 15, 2013 summary judgment hearing, the Lyons brought to the circuit court's attention that United States District Court Judge R. Bryan Harwell had granted partial summary judgment for a neighboring insured on the liability question in a similar case. *See Whitlock v. Stewart Title Guar. Co.*, 2011 WL 4549367 (D.S.C. Oct. 3, 2011).⁷ The circuit court granted the Lyons' motion for partial summary judgment by order filed July 12, 2013. Security Title moved to reconsider on July 26, 2013; the circuit court denied the motion to reconsider on August 9, 2013. This appeal followed.

STANDARD OF REVIEW

"An appellate court reviews the granting of summary judgment under the same standard applied by the [circuit] court under Rule 56, SCRPC." *Wachovia Bank, N.A. v. Coffey*, 404 S.C. 421, 425, 746 S.E.2d 35, 37 (2013) (quoting *Quail Hill, LLC v. Cty. of Richland*, 387 S.C. 223, 235, 692 S.E.2d 499, 505 (2010)). The circuit court may grant a motion for summary judgment "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as

to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. "In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party." *Wachovia Bank*, 404 S.C. at 425, 746 S.E.2d at 38 (quoting *Quail Hill*, 387 S.C. at 235, 692 S.E.2d at 505). "Summary judgment should not be granted **131 even when there is no dispute as to evidentiary facts if there is dispute as to the conclusion to be drawn from those facts." *124 *Quail Hill*, 387 S.C. at 235, 692 S.E.2d at 505 (quoting *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 378, 534 S.E.2d 688, 692 (2000)).

LAW/ANALYSIS

I. Statute of Limitations

[1] Security Title argues that the "mere affixation of a corporate seal" does not make the title policy a "sealed instrument;" thus, the three-year statute of limitations applies to bar the Lyons' claims. We disagree.

[2] [3] [4] [5] "Statutes of limitations embody important public policy considerations in that they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs." *Moules v. Bohb*, 322 S.C. 172, 176, 470 S.E.2d 402, 404 (Ct.App.1996). "One purpose of a statute of limitations is 'to relieve the courts of the burden of trying stale claims when a plaintiff has slept on his rights.'" *Id.* (quoting *McKinney v. CSX Transp., Inc.*, 298 S.C. 47, 49-50, 378 S.E.2d 69, 70 (Ct.App.1989)). "Another purpose of the statute of limitations is to protect potential defendants from protracted fear of litigation." *Id.* "The cornerstone policy consideration underlying statutes of limitations is the laudable goal of law to promote and achieve finality in litigation." *Carolina Marine Handling, Inc. v. Lasch*, 363 S.C. 169, 175, 609 S.E.2d 548, 552 (Ct.App.2005). "Statutes of limitations are, indeed, fundamental to our judicial system." *Id.*

[6] [7] [8] South Carolina Code section 15-3-530(1) provides for a three-year statute of limitations for "an action upon a contract, obligation, or liability, express or implied, excepting those provided for in Section 15-3-520." S.C.Code Ann. § 15-3-530(1) (2005). Under the discovery rule, "the statute of limitations begins to run when a cause of action reasonably ought to have been discovered. The statute runs from the date the injured party either knows or should have

known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct." *Dean v. Ruscon Corp.*, 321 S.C. 360, 363, 468 S.E.2d 645, 647 (1996). "The discovery rule applies to breach of contract actions." *Prince v. Liberty Life Ins. Co.*, 390 S.C. 166, 169, 700 S.E.2d 280, 282 (Ct.App.2010). "Pursuant to the discovery rule, a breach of contract action accrues not on the date of the breach, but rather on the *125 date the aggrieved party either discovered the breach, or could or should have discovered the breach through the exercise of reasonable diligence." *Maher v. Tietex Corp.*, 331 S.C. 371, 377, 500 S.E.2d 204, 207 (Ct.App.1998).

The Lyons asserted below that when their building permit was refused in May 2011, "they learn[ed] for the first time that there is an easement on the property[,] which essentially makes their property useless." However, the circuit court ruled there was evidence that the Lyons knew or should have known of the Spoil Easement as early as October 26, 2006, when they received a letter from the Army Corps of Engineers informing them of a disposal easement held by the United States on or adjacent to the area where they planned to construct a dock. The Lyons had previously received a substantively identical letter dated March 19, 2006.

[9] South Carolina Code section 15-3-520(b) provides for a twenty-year statute of limitations for "an action upon a sealed instrument, other than a sealed note and personal bond for the payment of money only whereon the period of limitation is the same as prescribed in Section 15-3-530." S.C.Code Ann. § 15-3-520(b) (2005). "We adhere to our general three-year statute of limitations for most contract actions and acknowledge the availability of the twenty-year limitations period where the contract clearly evidences an intent to create a sealed instrument." *Carolina Marine*, 363 S.C. at 175, 609 S.E.2d at 552. We acknowledge that South Carolina has not specifically considered whether an insurance policy containing a seal is a sealed instrument under section 15-3-520(b).

A sealed instrument is defined as "an instrument to which the bound party has affixed a personal seal, [usually] recognized as providing indisputable evidence of the validity **132 of the underlying obligations." *Sealed Instrument*, BLACK'S LAW DICTIONARY (9th ed.2010). A seal is defined as "an impression or sign that has legal consequences when applied to an instrument." *Id.*; see also 68 Am. Jur. 2d *Seals* § 6 (2014) ("Devices or impressions held to be seals include ... a printed impression of a seal."). The prevailing view is that

For purposes unrelated to the applicable statute of limitations, our supreme court addressed whether a particular deed was a sealed instrument in *Cook v. Cooper*, 59 S.C. 560, 38 S.E. 218 (1901). The deed at issue in *Cook* lacked a seal "upon its face." *Id.* at 562, 38 S.E. at 219. However, it presented the following features: (1) an attestation clause; (2) the word "seal" was adjacent to the grantor's signature; and (3) the deed concluded with "Signed, Sealed and Delivered in the [presence] of [names of witnesses]." *Id.* The *Cook* court, relying in part on the predecessor to section 19-1-160, found that the parties intended to create a sealed instrument. *Id.*

We are unable to agree with the Circuit Judge that a paper, in form a mortgage and lacking a witness or a seal or other formal requisite of a legal mortgage, but valid between the parties as an equitable mortgage, is barred by the statute of limitations six years after its maturity. The paper is ... a sealed instrument importing an obligation to pay money and a lien as between the obligor and obligee upon the land to secure payment. This being so ... the [action falls] under [the predecessor to code section 19-[160],] providing a limitation of twenty years....

In *South Carolina Department of Social Services v. Winyah Nursing Homes, Inc.*, this court concluded that although the contract at issue did not include a seal, the language of the contract manifested the parties' intent to create a sealed instrument. 282 S.C. 556, 561, 320 S.E.2d 464.

Likewise, in *Treadaway v. Smith*, this court found the parties to a separation agreement (incorporated into a 1974 Haitian divorce) intended to create a sealed instrument. 325 S.C. 367, 378, 479 S.E.2d 849, 855 (Ct.App.1996), *abrogated by*

However, in *Carolina Marine*, this court concluded that the sophisticated parties to a commercial lease agreement did not intend to create a sealed instrument. 363 S.C. at 174, 609 S.E.2d at 551. Thus, the lease at issue was not sealed, and the general three-year statute of limitations applied to the tenant's counterclaim for breach of contract against a subtenant. *Id.* Although the lease contained an attestation clause reading "IN WITNESS WHEREOF, the parties have hereunto set ****133** their hands and seals," the lease did not contain an actual seal, the letters "L.S.," referring to the place where a seal would be affixed, or such a phrase as "signed, sealed, and delivered." *Id.* at 174-75, 609 S.E.2d at 551-52. This court cautioned, "Were we to construe this boilerplate attestation clause, *by itself*, as requiring a finding of intent to create a sealed instrument in an otherwise non-sealed instrument, we would likely transform the twenty-year statute of limitations into the standard period of limitations for contract actions in this state." *Id.*

In the present case, we find Security Title's residential title insurance policy includes a seal "upon its face." The seal states "THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE, Incorporated 1952 Baltimore." In both *Cook* and *Stelts*, our supreme court implied that if the document at issue had a seal "upon its face," the court would *128 not have needed to determine whether the parties intended to create a sealed instrument. Moreover, this court found the inclusion of "L.S." to be significant in *Winyah*.

Security Title argues that the purpose of the seal is "to show that it is the act of the corporation ... [and] that the company's agent is authorized to complete the policy schedules to make the Policy valid." It asserts that the "mere affixation of a corporate seal" does not make the policy a "sealed instrument," citing *Central National Bank of Columbia v. Charlotte, Columbia & Augusta Railroad Co.*, 5 S.C. 156, 158 (1874) (explaining that the seal of corporation is not, in itself, conclusive of an intent to make a specialty as it is equally appropriate as means of evidencing the assent of a corporation to be bound by a simple contract as by a specialty), in support of its position.

In *Republic Contracting Corp. v. South Carolina Department of Highways & Public Transportation*, this court concluded that a statute requiring an engineer to place his professional engineer's seal and endorsement on bridge plans did not render the plans a "sealed instrument" triggering the application of the twenty-year statute of limitations. 332 S.C. 197, 205-06, 503 S.E.2d 761, 766 (Ct.App.1998); see S.C.Code Ann. § 40-22-370(3), (4), and (6) (Supp.1997) (requiring plans prepared by a registered engineer to include the engineer's seal and endorsement when filed with public authorities and when issued for use as job site record documents). Moreover, nothing in the statute "lead[s] to the inference that a purpose of the mandate for affixing a seal and an endorsement is to extend the time in which an action can be brought concerning a document on which these items appear." *Republic Contracting*, 332 S.C. at 205-06, 503 S.E.2d at 766; see also *Landmark Eng'g, Inc. v. Cooper*, 222 Ga.App. 752, 476 S.E.2d 63, 64 (1996) (explaining that a surveyor's seal ensures responsibility for his work but does not create a twenty-year statute of limitations prescribed for documents under seal).

{10} The same cannot be said under the unique circumstances of this case. There is no statutory requirement

that a title insurance company place its corporate seal and endorsement on a policy; this alone distinguishes the seal in this case from the engineer's seal in *Republic*. The court is bound by *129 the rules of contract construction requiring that insurance policies be construed against the drafter and in favor of coverage. Therefore, we find the presence of the seal on the face of the policy, next to the president's signature, evidences an intent to create a sealed instrument.

Moreover, the purpose of residential title policies—the protection of homeowners from unknown title defects—lends additional support to this result. The Lyons purchased the Property with the intent to build their retirement home upon it. The standard terms for a residential note and mortgage are fifteen to thirty years. A twenty-year statute of limitations allows policyholders to carefully monitor situations as they unfold, ultimately preventing the bringing of unnecessary claims or litigation. Thus, we agree with the circuit court that "the policies are indeed sealed instruments and that the twenty-year statute of limitations applies."

II. Governmental Police Power Exclusion

{11} {12} {13} {14} {15} {16} Security Title further asserts the circuit court erred in granting the Lyons **134 partial summary judgment because the title policy's "governmental police power" exclusion (Exclusion 1) excludes coverage as a matter of law. We disagree.

Insurance policies are subject to the general rules of contract construction. The cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language. Courts must enforce, not write, contracts of insurance, and their language must be given its plain, ordinary and popular meaning.

Where the contract's language is clear and unambiguous, the language alone determines the contract's force and effect. It is a question of law for the court whether the language of a contract is ambiguous. Ambiguous or conflicting terms in an insurance policy must be construed liberally in favor of the insured and strictly against the insurer.

Whitlock, 399 S.C. at 614-15, 732 S.E.2d at 628 (citations omitted).

*130 {17} {18} Insurance policy exclusions are construed "most strongly against the insurance company, which also

bears the burden of establishing the exclusion's applicability."

Owners Ins. Co. v. Clayton, 364 S.C. 555, 560, 614 S.E.2d 611, 614 (2005). This rule applies to title insurance contracts. *First Carolinas Joint Stock Land Bank of Columbia v. N.Y. Title*, 172 S.C. 435, 445, 174 S.E. 402, 406 (1934). "Generally, title insurance operates to protect a purchaser or mortgagee against defects in or encumbrances on title which are in existence at the time the insured takes title." *Firstland Vill. Assocs. v. Lawyer's Title Ins. Co.*, 277 S.C. 184, 186, 284 S.E.2d 582, 583 (1981).

In this case, Exclusion 1 states the following:

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of the Covered Title Risks.

The "Covered Title Risks" section of the policy provides that the policy covers certain listed title risks if the listed risk affects title on the policy date. The Covered Title Risks include but are not limited to the following:

10. Someone else has an easement on your land.

....

13. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.

14. Other defects, liens, or encumbrances.

*131 Security Title contends the county's no-build resolution—prohibiting the issuance of building permits on property located in the Spoil Easement—was neither in the "public record" as defined by the policy nor available for title examination on the date the policy was issued. Thus, according to Security Title, coverage is excluded by the "governmental police power" provision of Exclusion 1. We disagree.

The title policy defines "public records" as "title records that give constructive notice of matters affecting your title—according to the state statutes where your land is located." As to such public records, section 30-7-10 provides, in pertinent part:

[G]enerally all instruments in writing conveying an interest in real estate required by law to be recorded in the office of the register of deeds ... are valid so as to affect the rights of subsequent creditors (whether lien creditors or simple contract creditors), or purchasers for valuable consideration without notice, only from the day and hour when they are recorded in the office of the register of deeds ... of **135 the county in which the real property affected is situated.

S.C.Code Ann. § 30-7-10 (1976); see also *Carolina Chloride, Inc. v. Richland Cty.*, 394 S.C. 154, 169, 714 S.E.2d 869, 876 (2011) (explaining that zoning designations are part of the public record).

It is the Lyons' position that a government regulation is inherently a public record and that, as a result, Exclusion 1 is inapplicable. After considering the purpose of the title policy, the circuit court construed the term "public record" against Security Title because the term "public record" may be fairly and reasonably understood in more than one way. See *Farr v. Duke Power Co.*, 265 S.C. 356, 362, 218 S.E.2d 431, 433 (1975) ("A contract is ambiguous only when it may fairly and reasonably be understood in more ways than one.").

In reaching this conclusion, the circuit court referenced the South Carolina district court's opinion considering "the same spoils easement, no-build resolution, and title insurance policy language." See *Whitlock*, 2011 WL 4549367 at *2-4. We, like the circuit court, find the district court's reasoning logical and its conclusion persuasive. See *132 *Diamond State Ins. Co. v. Homestead Indus., Inc.*, 318 S.C. 231, 236, 456 S.E.2d 912, 915 (1995) (stating that ambiguities are construed against the insurer); *Phillips v. Periodical Publishers' Serv. Bureau, Inc.*, 300 S.C. 444, 446, 388 S.E.2d 787, 789 (1989) (explaining that although a district court's decision is not binding, it is nevertheless persuasive authority).

The title policy provides broad coverage for title problems created by laws and regulations addressing land use and improvements on land. Because Security Title drafted the contract, it could easily have defined the term “public record” to exclude zoning laws and regulations or drafted other exclusionary language. Like the circuit court and district court, we find the term “public record” to be ambiguous as defined in the policy. Thus, we hold the circuit court properly granted partial summary judgment in favor of coverage because the Spoil Easement and no-build resolution were public records not located during the title search.

III. Zoning Regulation as Land Use Restriction Triggering Coverage

[19] The parties dispute whether a mobile home, which would be permitted on the Property, is a "single-family residence" as the term is used in the policy, and whether the zoning regulation preventing construction of the site-built house the Lyons intended to construct on the Property triggers title coverage. It is undisputed that a mobile home with numerous extensions and additions was previously located on the Property. It is also undisputed that due to the no-build resolution, Horry County will not permit the Lyons to construct a "site-built" home.

Security Title concedes that its policy does not define “single-family residence” but argues that the “General Assembly implicitly recognizes that mobile homes are ordinarily used as single-family residences.” See S.C.Code Ann. § 27-40-210(14) (2007) (defining “single family residence” as “a structure maintained and used as a single dwelling unit”); S.C.Code Ann. § 27-40-210(3) (2007) (defining “dwelling unit” to include landlord-owned mobile homes).

Here, Exclusion 1 “does not limit the zoning coverage described in Items 12 and 13 of *133 Covered Title Risks.” “Covered Title Risks” item 13 states that the policy provides coverage if “[one] cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.” The circuit court concluded that, like “public record,” the term “single-family residence” is ambiguous. Therefore, the circuit court construed the term in favor of the Lyons and found that “Covered Title Risks” item 13 provided coverage because the Lyons “cannot use [the Property] as a single-family residence due to the existing zoning law preventing them from building a site-built home.”

Our review of the record reveals that the term "single-family residence" is not defined by the policy. As this term's precise meaning is unclear, we find the circuit court properly construed the policy against the drafter so as not to include a mobile home. Thus, Exclusion 1 does not bar coverage because the Lyons cannot use the Property for a "single-family residence." See ****136** *Diamond*, 318 S.C. at 236, 456 S.E.2d at 915 (stating that ambiguities are construed against the insurer). Therefore, we hold the circuit court did not err in granting summary judgment as to this issue.

IV. Mitigation of Damages

Security Title argues the circuit court erred in determining that the Lyons did not fail to mitigate their damages.

[20] [21] [22] [23] [24] [25] "A party injured by the acts of another is required to do those things a person of ordinary prudence would do under the circumstances, but the law does not require him to exert himself unreasonably or incur substantial expense to avoid damages." *Baril v. Aiken Reg'l Med. Ctrs.*, 352 S.C. 271, 285, 573 S.E.2d 830, 838 (Ct.App.2002); see also *Newman v. Brown*, 228 S.C. 472, 480, 90 S.E.2d 649, 653 (1955) ("It is the undoubted general rule that it is the duty of the owner of the property, which is injured by the negligence of another, to use reasonable means to minimize the damages."). "The duty to mitigate losses applies to contracts." *Cisson Constr., Inc. v. Reynolds & Assoc., Inc.*, 311 S.C. 499, 503, 429 S.E.2d 847, 849 (Ct.App.1993). "Whether the party acted reasonably to *134 mitigate damages is ordinarily a question for the jury." *Baril*, 352 S.C. at 285, 573 S.E.2d at 838.

A defendant who claims a plaintiff's damages could have been mitigated has the burden of proving that mitigation is possible and reasonable. *Moore v. Moore*, 360 S.C. 241,

262, 599 S.E.2d 467, 478 (Cl.App.2004). "Moreover, the party who claims damages should have been minimized has the burden of proving they could reasonably have been avoided or reduced." *Id.* (quoting *Chastain v. Owens Carolina, Inc.*, 310 S.C. 417, 420, 426 S.E.2d 834, 835 (Cl.App.1993)). The reasonableness of a party's actions to mitigate damages is a question of fact which cannot be decided as a matter of law when conflicting evidence is presented. *Chastain*, 310 S.C. at 420, 426 S.E.2d at 836;

■ *Hinton v. Designer Ensembles, Inc.*, 335 S.C. 305, 320, 516 S.E.2d 665, 672 (Cl.App.1999), *overruled on other grounds by* 343 S.C. 236, 246, 540 S.E.2d 94, 99 (2000).

The "Limitation of Company's Liability" section of the policy provides in part:

a. We will pay up to your actual loss or the Policy Amount in force when the claim is made—whichever is less.

....

e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.

A. Offer to Purchase Subject Property

[26] Security Title argues the Lyons failed to mitigate their damages when they rejected an offer to purchase the Property. We disagree.

In his deposition, Mr. Lyons testified that he "thinks" he was offered \$475,000 for the Property in September 2006. Security Title contends that "[h]ad the Lyons accepted the offer, they would not only have recouped their initial investment but would have reaped a profit from the sale." Security Title further contends that the circuit court should have let a jury determine "the amount of damages, or lack thereof as a consequence of the Lyons' failure to mitigate." The circuit *135 court acknowledged the duty to mitigate, but cogently explained:

[I]t cannot be said that after the discovery of an easement held by the United States that prevents construction of a dock, the law requires one to sell the entire property or be thwarted from bringing suit against his title insurance company at a later date;

such a requirement would call for a party to exert himself unreasonably.

We agree with the circuit court that the Lyons did not fail to mitigate their damages. *See Baril*, 352 S.C. at 285, 573 S.E.2d at 838 (explaining that the law does not require an injured party "to exert himself unreasonably or incur substantial expense to avoid damages"). Moreover, we find that Security Title's argument fails given that the Lyons could not have provided a potential purchaser with clean title to the Property because the Spoil Easement is properly recorded.

B. Demolition of Mobile Home

[27] Security Title further contends that the Lyons failed to mitigate their losses **137 when they demolished the mobile home previously located on the Property. We disagree.

Although Security Title raised this argument in its Rule 59(e) motion to reconsider, it did not raise this issue to the circuit court at the hearing on the Lyons' motion for summary judgment or by way of written opposition. Thus, this issue is not preserved for appellate review. *See Kiawah Prop. Owners Grp. v. Pub. Serv. Comm'n of S.C.*, 359 S.C. 105, 113, 597 S.E.2d 145, 149 (2004) (finding an issue not preserved because "a party may not raise an issue in a motion to reconsider, alter, or amend a judgment that could have been presented prior to the judgment").

V. Date of Loss

[28] The circuit court determined that damages "are to be calculated based on the diminution in value caused by the title defects, measured from the date the property was purchased." Security Title contests this, arguing that any loss (diminution in value) should be calculated based on the value of the lot when Security Title received the Lyons' claim.

*136 The circuit court further held, however, that summary judgment was not appropriate as to damages "[b]ecause the amount of diminution of value is a genuine issue of material fact ... [and f]urther hearings will be necessary to establish the amount of damages." *See Stanley v. Atl. Title Ins. Co.*, 377 S.C. 405, 411-12, 661 S.E.2d 62, 65-66 (2008). Because the circuit court denied the Lyons' motion for summary judgment as to damages,⁸ we find this issue is not properly before this court. *See Ballenger v. Bowen*, 313 S.C. 476, 477, 443 S.E.2d 379, 380 (1994) (explaining that the denial of a motion for

summary judgment is not immediately appealable because it does not finally determine anything about the merits or strike a defense); *Kinard v. Richardson*, 407 S.C. 247, 263-64, 754 S.E.2d 888, 897 (Ct.App.2014) ("[T]he denial of a motion for summary judgment is not appealable, even after final judgment." (quoting *Olson v. Faculty House of Carolina, Inc.*, 354 S.C. 161, 168, 580 S.E.2d 440, 444 (2003))).⁹

CONCLUSION

For the foregoing reasons, we hold the circuit court properly found that (1) the Lyons' claims were not barred by the statute of limitation, (2) Exclusion 1 does not bar coverage, and (3)

the Lyons did not fail to mitigate their damages. Accordingly, the decision of the circuit court granting partial summary judgment is

AFFIRMED.

WILLIAMS and GEATHERS, JJ., concur.

All Citations

415 S.C. 115, 781 S.E.2d 126

Footnotes

- 1 Fidelity National Title Insurance Company is the successor by merger to Lawyers Title. Fidelity is a defendant in the underlying action but is not a party to this appeal.
- 2 The title insurance policies are substantially identical.
- 3 See River and Harbor Act, ch. 847, § 2, 46 Stat. 945 (1930) (current version at 33 U.S.C. § 426 (2001)).
- 4 See Act No. 163, 1931 S.C. Acts 225–26 (current version at S.C.Code Ann. § 3–5–20 (1986)).
- 5 The Property abuts the Intracoastal Waterway and is part of the canal prism.
- 6 The Property is part of the spoil disposal area.
- 7 The question of the applicable date for establishing the measure of damages was certified to the South Carolina Supreme Court, which concluded that when "faced with the task of construing an Insurance policy, and in the presence of an ambiguity we are constrained to interpret it most favorably to the insured. In this case, the date the property was purchased is the proper valuation date." *Whitlock v. Stewart Title Guar. Co.*, 399 S.C. 610, 616, 732 S.E.2d 626, 629 (2012).
- 8 The circuit court also declined to accept the Lyons' argument that the title policies insure their loss to the full value of the policies, explaining that the "spoilage easement and no-build resolution have not rendered the property useless or completely unmarketable."
- 9 In any event, as noted above, our supreme court's ruling on the certified question in *Whitlock* is likely determinative of this question. See 399 S.C. at 616, 732 S.E.2d at 629 (holding that, in the presence of the policy's ambiguity, it was constrained to interpret the provision "most favorably to the insured. In this case, the date the property was purchased is the proper valuation date.").

■ KeyCite Red Flag - Severe Negative Treatment
Abrogation Recognized by Lyons v. Fidelity Nat. Title Ins. Co., S.C.App.,
December 2, 2015

325 S.C. 367
Court of Appeals of South Carolina.

Nancy D. TREADAWAY, Respondent,

v.

Julian H. SMITH, Appellant.

No. 2600.

|
Heard Oct. 9, 1996.

|
Decided Dec. 9, 1996.

|
Rehearing Denied Jan. 23, 1997.

|
Certiorari Denied Sept. 19, 1997.

Synopsis

Former wife brought breach of contract action seeking to enforce provision of separation agreement, which had been incorporated into parties' 1974 Haitian divorce, in which husband agreed to pay college expenses of their children. The Circuit Court, Beaufort County, Larry R. Patterson, J., entered judgment on jury verdict awarding wife \$41,000, and husband appealed. The Court of Appeals, Howard, J., held that: (1) separation agreement survived despite its incorporation and gave rise to contract action within jurisdiction of circuit court; (2) college support agreement was not child support provision, so that family court orders previously entered did not modify agreement; (3) prior family court order modifying child support orders was not res judicata with respect to issue; (4) agreement was sealed instrument governed by 20-year statute of limitations; and (5) action was legal claim to which doctrine of laches was inapplicable prior to expiration of limitations period.

Affirmed.

Procedural Posture(s): On Appeal.

West Headnotes (18)

[1] Child Support — Education

Child Support — Merger of agreement and judgment

Divorce — Effect of merger or incorporation

Separation agreement between husband and wife which was incorporated into 1974 Haitian divorce, and which stated that agreement would not be merged into any divorce judgment, survived despite incorporation and remained binding and conclusive, and thus, breach of contract action in which wife sought to enforce provision of agreement in which husband had agreed to pay for college expenses of children was within subject matter jurisdiction of circuit court and not family court; intent of parties was that agreement survive incorporation.

1 Cases that cite this headnote

[2] Child Support — Adult children

Under certain exceptional circumstances, parents may be required to provide support for educational expenses of emancipated children; under such circumstances, award of college expenses is form of child support. Code 1976, § 20-7-420(17).

[3] Child Support — Education

Parent may contractually obligate himself or herself to pay educational expenses of child beyond age of majority.

[4] Child Support — Duty and authority of court
Where there is agreement regarding support of adult child, family court should not decide support issues as if there were not agreement.

[5] Child Support — Education

Because parent may contractually obligate himself to pay educational expenses beyond age of majority, construction of such an agreement is matter of contract law.

[6] **Child Support** ⇨ Contracts Relating to Support

Provision of separation agreement which was incorporated into 1974 Haitian divorce in which father agreed to pay college expenses of children was not form of child support but rather was contractual obligation, and thus, family court did not have subject matter jurisdiction to modify college education expenses.

1 Cases that cite this headnote

[7] **Contracts** ⇨ Application to Contracts in General

When language of contract is plain and capable of legal construction, that language alone determines instrument's force and effect, and court's duty is to enforce contract made by parties regardless of its wisdom or folly, apparent unreasonableness, or parties' failure to guard their rights carefully.

[8] **Res Judicata** ⇨ Res Judicata

Doctrine of res judicata originated in principle that public interest requires end to litigation and that no one should be twice sued for same cause of action.

1 Cases that cite this headnote

[9] **Res Judicata** ⇨ Res Judicata

Under doctrine of "res judicata," final judgment on merits in prior action will conclude parties and their privies in second action based on same claim as to issues actually litigated and as to issues that might have been litigated in first action.

1 Cases that cite this headnote

[10] **Res Judicata** ⇨ Res Judicata

Doctrine of res judicata requires three essential elements: (1) judgment must be final, valid, and on merits, (2) parties in subsequent action must be identical to those in first, and (3) second action

must involve matter properly included in first action.

[11] **Child Support** ⇨ Operation and effect

Family court order entered in 1975 in which trial court had modified husband's obligations to pay for school tuition of minor children of marriage did not bar, under doctrine of res judicata, wife's action to enforce contractual provision of separation agreement which was incorporated into 1974 Haitian divorce and which required husband to pay college expenses of children; 1975 order did not involve matter of college expenses, as children were not yet in college and college was not mentioned, and family court in any event lacked subject matter jurisdiction to modify college support provision.

[12] **Courts** ⇨ Waiver of Objections

Subject matter jurisdiction cannot be waived.

[13] **Seals** ⇨ Evidence as to seals

Statute providing that when it appears from attestation clause or other part of instrument that intention of parties was that instrument should be sealed, instrument will be given that effect, creates statutory rule of evidence and is applicable to all cases tried since its passage. Code 1976, § 19-1-160.

4 Cases that cite this headnote

[14] **Limitation of Actions** ⇨ What constitutes instrument under seal in general

Separation agreement which was incorporated into 1974 Haitian divorce and which stated that parties have set their respective hands and seals in quadruplicate was sealed instrument, and thus, action by wife to enforce provision of agreement in which husband agreed to pay college expenses of children was governed by 20-year statute of limitations. Code 1976, §§ 15-3-520, 19-1-160.

5 Cases that cite this headnote

- [15] **Equity** ↪ Nature and elements in general
"Laches" is neglect for unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.

1 Cases that cite this headnote

- [16] **Equity** ↪ Application of doctrine in general
If defense of laches is applicable, whether claim is to be barred is to be determined in light of facts of each case, taking into consideration whether delay has worked injury, prejudice, or disadvantage to other party, and delay alone in assertion of right does not constitute laches.

1 Cases that cite this headnote

- [17] **Equity** ↪ Delay short of statutory period
Limitation of Actions ↪ Nature of statutory limitation

Statute of limitations, rather than doctrine of laches, is applicable to claim that is legal rather than equitable, and thus, laches does not operate to bar legal claim when applicable statute of limitations has not run.

2 Cases that cite this headnote

- [18] **Contracts** ↪ Time to sue and limitations
Action for breach of contract is legal claim, such that laches will not operate to bar claim when applicable limitations period has not run.

2 Cases that cite this headnote

Attorneys and Law Firms

****851 *370** James H. Moss, of Moss & Kuhn, Beaufort, for appellant.

Harold A. Boney, Beaufort, for respondent.

Opinion

HOWARD, Judge:

This is a breach of contract action in which Nancy D. Treadaway (Treadaway) sued her former husband, Julian H. Smith (Smith), for breaching a 1974 separation agreement in which Smith agreed to pay the college expenses of their two children. A jury awarded Treadaway \$41,000 in damages.

***371** On appeal, Smith asserts the circuit court lacked subject matter jurisdiction. He also contends Treadaway lacked standing and was barred by the statute of limitations, laches and res judicata. We affirm.

FACTS

The parties married in 1959. They entered into an agreement on August 26, 1974, in which they purported to settle all property ****852** and support issues. At the time, the parties had two sons, ages fifteen and seven. The agreement stated in pertinent part:

7. [Smith] is responsible and shall pay one-half (1/2) the expenses incurred by the two minor children for private education both on the grammar school level and the high school level, and shall also be responsible for paying all expenses of both children on the college level.

* * * * *

16. The covenants and performances required of the parties in this Agreement are intended to be interdependent, and if either party fails to duly perform any of her or his obligations as set forth herein, the other party shall have the right at her or his election, to sue for damages for breach hereof, or to rescind this Agreement in whole or in part, or to sue for specific performance, or to seek such other legal remedies as may be available. Nothing herein contained shall be construed to restrict or impair either party's right to exercise this election.

* * * * *

18. As stated above, this final Property Settlement is entered into in contemplation of the termination of the marital relationship between [Smith] and [Treadaway], and in that regard this Agreement shall not be merged into any judgment or decree granted to either party, but shall survive

the same, and shall be forever binding and conclusive on the parties.

A few weeks after signing the Agreement, on September 11, 1974, the parties obtained a Haitian divorce. The divorce decree stated in pertinent part: "[T]he Separation Agreement executed between the parties on August 26, 1974, at Hilton *372 Head Island, South Carolina, U.S.A., is incorporated in the present judgement [sic] with the same force and effect as if it was reproduced in its entirety, without being destroyed by the fact of its incorporation,...."

Treadaway subsequently petitioned the Beaufort County family court on numerous occasions to enforce the child support provisions of the parties' agreement. By orders entered in 1975, 1976, and 1977, the family court ordered Smith to pay various amounts of child support arrearages. The family court also modified the Agreement in its 1975 order to relieve Smith of any further obligation to pay one-half of the private school tuition of the children after the 1975-76 school year.

The parties' oldest son attended the University of South Carolina from 1977 to 1979. The younger son enrolled in the Savannah College of Art and Design in the fall of 1987. Treadaway testified she and Smith discussed the oldest son's college plans and Smith approved of the decision to attend USC. Treadaway stated she sent tuition bills for the oldest son's college expenses to Smith, but received no response. After 1984, Smith moved and Treadaway was unable to locate him. As a result, she paid all of the expenses while the children attended college.

In July 1993, Treadaway filed a breach of contract action in the court of common pleas for reimbursement of the children's college education expenses pursuant to the parties' 1974 agreement.¹ Smith filed an answer in which he asserted the court of common pleas lacked subject matter jurisdiction over Treadaway's claims; Treadaway lacked standing; and the action was barred by res judicata, the applicable statute of limitations, and laches. The circuit court held it had jurisdiction over the action because the agreement was an independent contract. It also held the issue of college expenses had not been addressed by the family court; the agreement was a "sealed instrument," thus invoking a twenty year statute of limitations; and the doctrine of laches was inapplicable. A *373 jury subsequently returned a verdict in favor of Treadaway for \$41,000. Smith appeals.

LAW/ANALYSIS

I. SUBJECT MATTER JURISDICTION

Smith contends the court of common pleas lacked subject matter jurisdiction over **853 Treadaway's claims because college expenses are a form of child support and the family court has exclusive and continuing jurisdiction over all child support matters. Treadaway argues the agreement was not merged into the divorce decree and remained a separate contract. We agree with Treadaway.

The separation agreement was executed in 1974, and therefore, this issue is controlled by the law in South Carolina prior to *Moseley v. Mosier*, 279 S.C. 348, 306 S.E.2d 624 (1983). *Austelle v. Austelle*, 294 S.C. 19, 21-22, 362 S.E.2d 181, 183 (Ct.App.1987). In *Moseley*, the supreme court decreed that thereafter "jurisdiction for all domestic matters, whether by decree or by agreement, will vest in the family court." *Moseley*, 279 S.C. at 353, 306 S.E.2d at 627. Under pre-*Moseley* law, the family court retained jurisdiction over a separation agreement only if the parties provided that the agreement had become an integral part of a court decree and had lost its character as a separate agreement. *Austelle*, 294 S.C. at 22, 362 S.E.2d at 183. However, "agreements which were incorporated but not merged furnished the family court no subject-matter jurisdiction over them." *Id.*; see *Bryant v. Varat*, 278 S.C. 77, 292 S.E.2d 298 (1982) (holding the family court lacked subject matter jurisdiction over a 1978 agreement incorporated but not merged into a divorce decree).

Whether an agreement retains its separate contractual character depends upon the intent of the parties. *Austelle*, 294 S.C. at 22, 362 S.E.2d at 183. In *Kelly v. Edwards*, 276 S.C. 368, 278 S.E.2d 773 (1981), our supreme court held language stating that an agreement was not merged into a decree of divorce, but survived and remained binding and conclusive despite incorporation, revealed the parties' intent that the agreement should remain contractual in nature, even though it was subsequently incorporated into a divorce decree. *374 The court held the family court was without subject matter jurisdiction because the dispute concerned a contractual obligation. *Id.*

[1] In this case, paragraph 18 of the separation agreement provided "this Agreement shall not be merged into any

the college expenses herein were a contract rather than child support, this issue is without merit.

II. RES JUDICATA

Smith next argues that because the family court modified the agreement as to child support in 1975, 1976 and 1977, it maintains jurisdiction over these issues. He also suggests the language of the 1975 order in which the family court relieved him of any obligation to continue financing his children's secondary private education implicitly relieved him of any obligation to pay college expenses because the duties are contained in the same provision of the agreement. Treadaway argues the family court's orders did not address the college expenses determined by contract, only child support.

[8] [9] [10] The doctrine of res judicata originated in the principle that public interest requires an end to litigation and that no one **855 should be twice sued for the same cause of action. Under this doctrine, a final judgment on the merits in a prior action will conclude the parties and their privies in a second action based on the same claim as to the issues actually litigated and as to issues that might have been litigated in the first action. *Sub-Zero Freezer Co. v. R.J. Clarkson Co.*, 308 S.C. 188, 417 S.E.2d 569 (1992);

*Foran v. USAA Casualty Ins. *377 Co.*, 311 S.C. 189, 427 S.E.2d 918 (Ct.App.1993). The doctrine requires three essential elements: (1) the judgment must be final, valid and on the merits; (2) the parties in the subsequent action must be identical to those in the first; and (3) the second action must involve matter properly included in the first action.

Owenby v. Owens Corning Fiberglas, 313 S.C. 181, 437 S.E.2d 130 (Ct.App.1993).

[11] [12] The 1975 family court order stated:

4. [Smith] shall pay one-half of the school tuition for the minor children of the parties hereto for the school year 1975-76, however, such obligation shall cease after this school year unless [Smith] consents in writing to continue to contribute one-half of the private school tuition for any future years.

Neither child had entered college yet and college education expenses were not mentioned. Therefore, Treadaway's claim was not barred by res judicata. Furthermore, the family court lacked subject matter jurisdiction and, therefore, its orders in the 1970s are not res judicata. Subject matter jurisdiction cannot be waived. *Fielden v. Fielden*, 274 S.C. 219, 262 S.E.2d 43 (1980).

III. STATUTE OF LIMITATIONS

Smith contends the agreement is not a sealed instrument and therefore, the six year statute of limitation is applicable. Treadaway argues the contract is a sealed instrument. She argues the language clearly demonstrates the parties' intent to have a sealed instrument and so her claims as to both sons were made before the statute ran.

[13] Whenever it shall appear from the attestation clause or from any other part of any instrument in writing that it was the intention of the party or parties thereto that such instrument should be a sealed instrument then such instrument shall be construed to be, and shall have the effect of, a sealed instrument although no seal be actually attached thereto. S.C.Code Ann. § 19-1-160 (1976). This section creates a statutory rule of evidence and is applicable to all cases tried since its passage. See *Cook v. Cooper*, 59 S.C. 560, 38 S.E. 218 (1901). There is a twenty year statute of limitations applicable to sealed instruments. S.C.Code Ann. § 15-3-520 (Supp.1995). *378 In *South Carolina Dep't of Social Servs. v. Winyah Nursing Homes, Inc.*, 282 S.C. 556, 320 S.E.2d 464 (Ct.App.1984), this court held a contract which contained the language "the parties hereto have set their hands and seals" and had "L.S." following the parties' signatures was a sealed instrument and subject to the twenty year statute of limitations rather than the six year statute applicable to contracts. *Id.*

[14] The agreement which Treadaway and Smith entered into stated:

IN WITNESS WHEREOF, the parties have hereunto set their respective Hands and Seals in quadruplicate as of the day and year first above written.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF

[signatures of parties and witnesses]

Therefore, under South Carolina law, the agreement between the parties was a sealed instrument and Treadaway brought this action within the statute of limitations.

IV. LACHES

Smith claims Treadaway's claims are barred by the doctrine of laches. Treadaway contends she did not know where Smith lived after 1984 and therefore, was not negligent.

[15] [16] Laches is neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been **856 done. *Hallums v. Hallums*, 296 S.C. 195, 371 S.E.2d 525 (1988). If the defense of laches is applicable, whether a claim is barred is to be determined in light of the facts of each case, taking into consideration whether the delay

has worked injury, prejudice, or disadvantage to the other party; delay alone in assertion of a right does not constitute laches. *Id.*

[17] [18] However, the statute of limitations, rather than laches, is applicable to a legal as opposed to an equitable claim. *Edens v. Edens*, 312 S.C. 488, 435 S.E.2d 851 (1993). Therefore, laches does not operate to bar a legal claim when the applicable statute of limitations has not run. *Id.* An action for breach of contract is a legal claim. *Id.*

*379 Therefore, the order of the trial court is

AFFIRMED.

HOWELL, C.J., and HUFF, J., concur.

All Citations

325 S.C. 367, 479 S.E.2d 849

Footnotes

- 1 Treadaway filed an amended complaint in which she joined the parties' children, both of whom had reached majority, as defendants because of their status as third party beneficiaries of the 1974 contract. They were apparently dismissed as parties at some point.

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January 24, 2005

282 S.C. 556
Court of Appeals of South Carolina.

SOUTH CAROLINA DEPARTMENT
OF SOCIAL SERVICES, Respondent,

v.

WINYAH NURSING HOMES, INC. and
E. Stone Miller, and All Other Directors,
Shareholders, Trustees and Successors in Interest
to Winyah Nursing Homes, Inc., Appellants.

No. 0242.

|
Heard May 16, 1984.

|
Decided Aug. 29, 1984.

Synopsis

Department of Social Services brought action against corporate nursing home, its former officer, director and principal stockholder, and all other surviving directors, shareholders, trustees and successors in interest to enforce a final agency decision finding nursing home liable for medicaid overpayments. The Court of Common Pleas, Georgetown County, James B. Stephen, J., directed a verdict for the Department and defendants appealed. The Court of Appeals, Cureton, J., held that: (1) six-year statute of limitations applicable to contract actions did not bar action for enforcement of final agency decision brought eight months after final adjudication; (2) agency's unresolved claim at time of corporate dissolution made it "known creditor" of corporation requiring that agency be notified of corporation's intended dissolution; (3) where evidence did not show that creditor received notice of intended corporate dissolution, creditor's rights were prejudiced, and de jure corporate dissolution was void as to creditor and creditor's claim survived; (4) res judicata applied and bound defendant corporation and all its privies on all issues that could have been addressed at fair hearing; (5) individual who was essentially sole stockholder of corporation before dissolution and was grantee and assignee of presumably most of corporation's assets at time of agency hearing was in privity with corporation and bound by agency decision; (6) individual who failed to raise question of waiver, estoppel and

laches at agency hearing was bound by agency's decision; (7) there was no evidence to support defenses of laches, waiver and estoppel to bar enforcement of agency decision; and (8) Department was entitled to judgment only to extent individual defendant received corporate assets at dissolution.

Remanded.

Procedural Posture(s): On Appeal; Motion for Judgment as a Matter of Law (JMOL)/Directed Verdict.

West Headnotes (12)

[1] **Administrative Law and Procedure** — Judicial enforcement of administrative decisions in general

Where action was one for enforcement of final agency determination and was brought some eight months after final adjudication under Administrative Procedures Act, it was not barred by six-year statute of limitations applicable to contract actions. Code 1976, § 1-23-310 et seq.

1 Cases that cite this headnote

[2] **Limitation of Actions** — What constitutes instrument under seal in general

Where attestation clauses of contracts stated that "the parties hereto have set their hands and seals," and notation "L.S." followed the signature of agents for both contracting parties, contracts were sealed instruments, and thus, even if action was action for breach of contracts, statutory 20-year limitations period for sealed contracts would apply and action brought in 1979 on contracts executed in 1972 and 1973 would be well within the statutory period. Code 1976, § 15-3-520(2).

6 Cases that cite this headnote

[3] **Corporations and Business Organizations** — Notice

Where Department of Social Services advised corporate nursing home of its contractual medicaid overpayments in 1974 and received a reply denying that claim, the unresolved claim at

time of corporation's dissolution in 1975 made Department "known creditor" of corporation requiring that Department be notified of intended dissolution. Code 1976, § 33-21-60(b).

1 Cases that cite this headnote

[4] **Corporations and Business**

Organizations — Voluntary Dissolution

Failure to strictly comply with mandates of corporate dissolution statutes effectively continues corporation with respect to creditors whose rights are prejudiced by noncompliance. Code 1976, § 33-21-60(b).

5 Cases that cite this headnote

[5] **Corporations and Business**

Organizations — Notice

Where evidence did not show that notice of intended corporate dissolution was given to known creditor pursuant to statute, creditor's rights were prejudiced, and de jure corporate dissolution was void as to creditor and its claim survived. Code 1976, §§ 33-21-60(b), 33-21-220(a).

3 Cases that cite this headnote

[6] **Administrative Law and Procedure** — Res judicata or claim preclusion

Doctrine of res judicata applies to decisions of state agencies, barring relitigation of issues that were or could have been raised before the administrative hearing body.

3 Cases that cite this headnote

[7] **Health** — Administrative review

In action to enforce unappealed decision of Department of Social Services that nursing home was liable for medicaid overpayments, res judicata applied and bound nursing home and its privies on all issues that were or could have been addressed at fair hearing.

[8] **Res Judicata** — Business, trade, and professional associations

Where individual had been officer and director of corporate nursing home, had owned at least 99 percent of its stock, was grantee and assignee of presumably most of corporation's assets having received title to corporation's real estate and been assigned note to corporation and lease from corporation to another corporation at time he appeared at fair hearing before Department of Social Services to determine whether corporation was liable for medicaid overpayments, individual was in privity with corporation at time of hearing, res judicata applied, and he was bound by agency decision.

[9] **Res Judicata** — Business, trade, and professional associations

Where individual, who was in privity with corporate nursing home, attended hearing before Department of Social Services in March of 1979 to determine whether corporation was liable for overpayment of medicaid payments received in period ending in early 1974 but failed to raise questions of waiver, estoppel and laches concerning agency's right of recoupment and amount of recoupment, individual was bound by agency's decision.

[10] **Health** — Weight and sufficiency

Where individual was essentially sole stockholder of corporate nursing home before dissolution and owner of essentially all its assets after dissolution and where final decision of Department of Social Services that corporation was liable for medicaid overpayments neither resulted in any prejudicial change of position by individual, nor involved affirmative act by agency that misled individual, nor would individual suffer were agency permitted to enforce that decision, there was no evidence to support defense of laches, waiver and estoppel to bar action to enforce decision.

[11] Corporations and Business

Organizations — Insolvency or Dissolution of Corporation

After dissolution of corporation and distribution of its assets, unpaid creditor not otherwise barred from pursuing his claim may recover from a shareholder only to extent of assets received by shareholder in distribution.

2 Cases that cite this headnote

[12] Corporations and Business

Organizations — Insolvency or Dissolution of Corporation

Where complaint by Department of Social Services against corporate nursing home and others to enforce final agency decision finding nursing home liable for medicaid overpayments prayed for judgment against all defendants "to the extent of the value of the assets and/or proceeds [they] received from the said dissolution," trial judge made no finding and record did not disclose that former principal stockholder had received assets from dissolution of home valued at \$18,028, Department was not entitled to unconditional judgment against such stockholder but judgment only to extent he received corporate assets; trial judge erred in entering judgment against former stockholder for \$18,028.

Attorneys and Law Firms

**466 *559 Donald A. Harper, of Haynsworth, Perry, Bryant, Marion & Johnstone, Greenville, for appellants.

E. Crosby Lewis and Frank S. Potts, Lewis, Lewis & Robinson, Columbia, for respondent.

Opinion

CURETON, Judge.

This action was commenced by respondent, South Carolina Department of Social Services (DSS), against Winyah Nursing Home, a corporation, appellant E. Stone Miller,

individually, and other surviving directors, shareholders, trustees and successors in interest of the Nursing Home. DSS alleges that in March, 1979, it rendered a final agency decision finding the Nursing Home liable to DSS for medicaid overpayments of \$18,028.00. No appeal was taken from the decision. It now seeks to have a 1975 dissolution of the corporation voided and the final agency decision enforced against the Nursing Home and its assets which are alleged to be in the hands of Miller, a surviving director, shareholder and successor in interest to the property of the corporation.

The undisputed facts are that in 1972 and 1973, DSS and the Nursing Home entered into contracts whereby the Nursing Home was to furnish skilled nursing care to persons entitled thereto on certain terms and conditions. In return, DSS was to pay the Nursing Home in accordance with a formula stated in the contracts. On January 30, 1974, DSS advised the Nursing Home that it proposed to make certain cost adjustments to its *560 contracts with the Nursing Home due to a review of cost documents submitted to DSS by the Nursing Home. The result of these adjustments would have meant DSS overpaid the Nursing Home for the services it rendered during the contract periods 1972 and 1973 and the Nursing Home had to reimburse it. The Nursing Home responded to DSS's proposed adjustments by denying it owed DSS any monies.

In October, 1975, the corporate Nursing Home dissolved. As a result, Miller became the owner of most, if not all, of its assets. Unaware of the dissolution, DSS, in November of 1978, advised Miller as an **467 officer and director of the Nursing Home that it had determined that the Nursing Home had been overpaid \$21,052.00, and reimbursement was again demanded. Miller was advised that if he disagreed with this finding, he could appeal pursuant to DSS regulations. Miller appealed the agency's finding. After an agency "fair hearing" in which Miller, but not the Nursing Home, was represented by counsel, DSS rendered its final agency decision requiring the Nursing Home to repay DSS the sum of \$18,028.00. No appeal was taken from this decision.

In September, 1979, DSS instituted this action to enforce its decision. Miller demurred to the complaint. The demurrer was overruled by the trial judge and an appeal was taken to the South Carolina Supreme Court. The Supreme Court affirmed the order of the trial court. *South Carolina Department of Social Services v. Winyah Nursing Home, Inc.*, 276 S.C. 490, 280 S.E.2d 59 (1981). Thereafter, Miller filed an answer to DSS's complaint in his individual capacity, but the Nursing Home did not answer and an affidavit of default was filed.

The answer of Miller denied that he owed DSS any monies and affirmatively alleged that DSS's action was barred by the applicable statute of limitations, the survival statute (Code Section 33-21-220) and equitable principles of waiver, laches and estoppel. At the conclusion of all testimony, the trial judge concluded that there was no issue of fact to be submitted to the jury and directed a verdict for DSS. This appeal followed.

The issues on appeal are whether the trial court committed error in finding as a matter of law that (1) the statute of limitations did not bar DSS's action, (2) the survival statute did not bar DSS's action, (3) waiver, laches and estoppel did *561 not preclude DSS's suit, and (4) DSS was entitled to a directed verdict.

We first note that although DSS's complaint alleges the unappealed final agency adjudication against the Nursing Home in March, 1979, as *res judicata* to relitigation of the issues of liability and the amount owed and simply seeks enforcement of the decision, this action was tried, for the most part, as a breach of contract action. Therefore, Miller's affirmative defenses are directed toward defending against a breach of contract action.

[1] Miller first contends that this action is barred by the six-year statute of limitations applicable to contract actions. We have already noted that the action is one for the enforcement of a final agency determination. The action was brought some eight months after the final adjudication under the Administrative Procedures Act. Section 1-23-310, *et seq.*, South Carolina Code of Laws (Supp.1983). We find no error.

[2] We point out, however, that if this were an action for breach of the contracts between the Nursing Home and DSS, the twenty-year limitations period provided in Section 15-3-520(2) of the South Carolina Code of Laws of 1976 would apply. The evidence reveals that the contracts are sealed instruments. The attestation clauses state that "the parties hereto have set their hands and seals." The notation "L.S." follows the signatures of the agents for both DSS and the Nursing Home. Clearly, the two contracts are sealed instruments. *See* S.C.Code Ann. Section 19-1-160 (1976, as amended); *Wallingford v. Western Union Telegraph Co.*, 60 S.C. 201, 38 S.E. 443 (1901); *Cook v. Cooper*, 59 S.C. 560, 38 S.E. 218 (1901). This action, commenced in 1979, is well within the twenty-year limitations period applicable to sealed contracts.

We next discuss whether the so-called survival statute barred this action. Section 33-21-220(a) requires that after dissolution of a corporation, any party having a claim against the corporation commence an action thereon within two years from the dissolution or have the claim barred. Winyah Nursing Home was dissolved in 1975 and this suit was commenced in 1979, clearly beyond the two-year period. Dissolution was admittedly under the provisions of Chapter 21 of the Code (Section 33-21-10, *et seq.*).

*468 *562 Section 33-21-60(b) mandates that immediately subsequent to filing with the Secretary of State its intent to dissolve, the corporation shall cause notice of the filing to be mailed to each *known creditor* of the corporation and to the South Carolina Tax Commission. The corporation is also required to publish such notice in a newspaper.

[3] After all the evidence had been presented, the trial judge held as a matter of law that DSS was a "known creditor" within the meaning of the statute. We agree. This holding is dictated by *Bonsall v. Piggly Wiggly Helms, Inc.*, 275 S.C. 593, 274 S.E.2d 298 (1981). In *Bonsall*, our Supreme Court held that a tort claimant who had notified a corporation about her slip and fall claim and had been contacted by the corporation's insurer was a known creditor to whom the corporation was required to give notice of dissolution. Again, in *Moultis v. Degen*, 279 S.C. 1, 301 S.E.2d 554 (1983), the Court, quoting *Coronet Manufacturing Corp. v. May Furniture Co.*, 31 Ohio Misc. 131, 282 N.E.2d 588 (1971), defined a creditor as "the owner of any right of action against another whether a claim or legal right for damages arising out of contract or for a tort."

The evidence before us reveals that in 1974, DSS advised the Nursing Home of its contractual overpayments and received a reply from the Nursing Home denying the claim. The unresolved claim at the time of the 1975 dissolution of the Nursing Home made DSS a known creditor of the Nursing Home and required that it be notified of the intended dissolution.

[4] [5] Failure to strictly comply with the mandates of the dissolution statutes effectively continues the corporation with respect to creditors whose rights are prejudiced by the noncompliance. *See Bonsall v. Piggly Wiggly Helms, Inc.*, *supra*; 19 C.J.S. *Corporations* Sections 1644, 1684 (1940); 19 Am.Jur.2d *Corporations* Sections 1596-1600 (1965); 1963-64 Att'y Gen. Op. No. 1631 at p. 60. Since the evidence does not show that notice was given to DSS pursuant to statute, the

de jure corporate dissolution was void as to DSS and its claim survives.

[6] [7] We next examine whether Miller may raise, in bar of this action, the defenses of laches, waiver and estoppel. He contends that the delay of DSS in pursuing recoupment of the funds from early 1974 to 1979 precludes their maintenance of this action. We disagree.

*563 This is an action to enforce an unappealed final agency adjudication. The doctrine of *res judicata* applies to the decisions of state agencies, barring the relitigation of issues which were or could have been raised before the administrative hearing body. *Earle v. Aycock*, 276 S.C. 471, 279 S.E.2d 614 (1981); see *United Merchants and Manufacturers v. South Carolina Electric and Gas Co.*, 113 F.Supp. 257 (D.S.C.1953), *aff'd*, 208 F.2d 685 (4th Cir.1953); *Derrick v. Gaston School District of Lexington County*, 172 S.C. 472, 174 S.E. 431 (1934); *Lawlor v. National Screen Service Corp.*, 349 U.S. 322, 75 S.Ct. 865, 99 L.Ed.2d 1122 (1955); *Densmore v. Brown*, 83 Ga.App. 366, 64 S.E.2d 78 (1951). We therefore find that the unappealed DSS decision bound the Nursing Home and its privies on all issues that were or could have been addressed at the fair hearing. *Ford v. Watson*, 316 S.E.2d 429 (S.C.App.1984).

[8] In determining whether the doctrine of *res judicata* is applicable to Miller, we must first decide whether Miller was in privity with the Nursing Home when he appeared at the fair hearing. The evidence shows that Miller had been an officer and director of the corporation and owned at least ninety-nine percent of its stock. He had also at that time received title to the corporation's real estate and was assignee of a note from Winyah Extended Care Center, Inc. to the corporation and a lease from the Nursing Home to Winyah Extended Care Center, Inc. As grantee and assignee of presumably most of the Nursing Home's assets, we have no problem finding privity. See *Heaton v. Southern Railway Co.*, 119 F.Supp. 658 (D.S.C.1954); *First National Bank of Greenville v. U.S. Fidelity & Guaranty Co.*, 207 S.C. 15, 35 S.E.2d 47 (1945) (privies are persons who have mutual or successive relationships to the same property rights and were legally represented at trial); *State v. Broad River Power Co.*, 177 S.C. 240, 181 S.E. 41 (1935) (vendee is in privity with its vendor).

[9] Miller does not argue that he did not have the opportunity to argue these defenses at the fair hearing or that he could not have asserted these defenses in an appeal of the Agency's

decision to the circuit court. In answering the allegation in DSS's complaint that its decision was "final and not subject to further review," Miller states that the question of the reviewability of the Agency's decision is *564 one of law. We agree and hold that Miller was bound by the Agency's decision, having failed to raise the questions of waiver, estoppel and laches concerning DSS's right of recoupment and the amount of recoupment.

[10] Of course if it is Miller's contention that there is evidence to support the defenses of laches, waiver and estoppel with respect to this action to enforce the March, 1979, agency decision, the assertion is clearly without merit. We are unable to discern any prejudicial change of position by Miller, any affirmative act by DSS that misled Miller, or any injustice Miller would suffer by permitting DSS to enforce its claim at this time.¹ See *Central Production Credit Association v. Page*, 268 S.C. 1, 231 S.E.2d 210 (1977);

Jost v. Equitable Life Assurance Society of U.S., 271 S.C. 492, 248 S.E.2d 778 (1978); 27 Am.Jur. *Equity* Section 162 (1966).

[11] [12] Finally, we discuss the question of whether the trial judge erred in entering a judgment for DSS for \$18,028.00. We have determined that DSS's decision bound Miller as to the amount. We must now decide whether there is a basis for enforcing the DSS order against Miller as a surviving director and officer of the Nursing Home who admittedly received much of its assets in the dissolution. After dissolution of a corporation and distribution of its assets, an unpaid creditor not otherwise barred from pursuing his claim, may recover from a shareholder only to the extent of assets received by the shareholder in the distribution. *Fidelity Trust Co. v. D.T. McKeithan Lumber Co.*, 212 F. 229, (D.S.C.1914), *aff'd*, 223 F. 773 (4th Cir.1915); 19 C.J.S. *Corporations* Section 1760 (1940); 16A *Fletcher Cyclopedia of Corporations* Section 8173 (Perm.Ed.1979). DSS's complaint prays for judgment against all defendants to the action "to the extent of the value of the assets and/or proceeds [they] received from the said dissolution." The trial judge made no finding, and indeed the record does not disclose, that Miller received assets from the dissolution valued at \$18,028.00. DSS was not entitled to an unconditional judgment against Miller, but a judgment only to the extent he received corporate assets. *Fidelity Trust Co. v. D.T. McKeithan Lumber Co.*, *supra*. Further, DSS may only *565 receive the relief prayed for in its pleadings. *Reid v. Reid*, 280 S.C. 367, 312 S.E.2d 724 (S.C.App.1984); *Gainey v. Gainey*, 279 S.C. 68, 301 S.E.2d 763 (1983). We therefore

South Carolina Dept. of Social Services v. Winyah Nursing..., 282 S.C. 556 (1984)
320 S.E.2d 464

hold that the trial judge erred in entering judgment for DSS
and against Miller for \$18,028.00.

REMANDED.

Accordingly, this case is remanded for a determination of the
amount of assets received by Miller. The trial court shall then
enter judgment for DSS and against Miller to the extent Miller
received assets in the dissolution, but not to exceed the sum
of \$18,028.00, plus costs.

SHAW and BELL, JJ., concur.

All Citations

282 S.C. 556, 320 S.E.2d 464

Footnotes

- 1 It seems to us that Miller was essentially the sole stockholder in the corporation before dissolution and now is owner of essentially all its assets.

End of Document

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KeyCite Yellow Flag - Negative Treatment

Distinguished by *Carolina Marine Handling, Inc. v. Lasch*, S.C.App.,
January 24, 2005

59 S.C. 560

Supreme Court of South Carolina.

COOK et al.

v.

COOPER et al.

March 23, 1901.

Synopsis

Appeal from common pleas circuit court of Greenville
county; O. W. Buchanan, Judge.

Action by Mary J. Cook and others against Liney E. Cooper
and others for the recovery of real estate. From a judgment in
favor of the defendants, plaintiffs appeal. Affirmed.

West Headnotes (6)

[1] Real Property Conveyances — Time of
taking effect

Under Rev.St. § 2089 (See Code 1942, § 9038),
providing that the seisin of trust estates shall be in
the beneficiary, a deed conveying real estate, but
reserving the control thereof to the grantor during
life, is not void as creating an estate commencing
in futuro, but the fee vests at once, subject to the
life estate of the grantor.

1 Cases that cite this headnote

[2] Real Property Conveyances — Effect of seal

Where fraud is not put in issue by the pleadings in
an action to set aside a conveyance of real estate
under seal, and there is no evidence of fraud,
it is not error to reject evidence as to whether
the consideration has been paid, since the only
effect would be to show that the deed was without
consideration, which cannot be shown where it
is under seal.

6 Cases that cite this headnote

[3] Seals — Requisites and mode of impressing
or affixing

Under Act 1899, p. 48, providing that, where
it appears from the attestation clause or other
part of an instrument in writing that the party
executing the instrument intended it to be a seal,
it shall be considered as a sealed instrument, a
deed with the word "Seal" following the grantor's
signature, but not surrounded by a scroll, is
sufficient, though the deed was executed before
the passage of such act, as the statute only created
a rule of evidence, and is applicable to all cases
tried after its adoption.

9 Cases that cite this headnote

[4] Seals — Requisites and mode of impressing
or affixing

Where a deed contains the word "Seal" after the
signature of the grantor, it is not void for want
of a seal because there is no scroll around such
word.

3 Cases that cite this headnote

[5] Wills — Reservation of use and enjoyment

A deed conveying real estate, but reserving full
control thereof to the grantor during his life, is
not a testamentary disposition of property, and
hence not void because only witnessed by two
persons, since the deed conveys the fee, and only
reserves the use to the grantor.

[6] Appeal and Error — Conveyances and deeds

Whether a grantor was of sound mind when
he executed the deed is a question of fact, and
cannot be considered on an appeal in a law action
by his heirs to recover the property conveyed.

Attorneys and Law Firms

*218 Julius H. Heywards, for appellants.

McCollough & Martin, for respondents.

Opinion

GARY, A. J.

This is an action for the recovery of real estate, and was tried in July, 1900. The plaintiffs are the next of kin of Andrew C. Griffin, who was shown to have been the common source of title. The defendants claim under a deed alleged to have been executed and delivered to them for value by the said Griffin. The plaintiffs claim that the said Griffin was so far non compos mentis at the time of the alleged execution of the deed as to have been unable to make a valid contract or conveyance; and, further, that the deed in question is void upon its face, being so worded as to take effect in future, and not until the death of the grantor. Upon the trial the plaintiffs proved the death of Andrew Griffin, their heirship, and common source of the title, and rested. The defendants proved their deed and rested. In the reply the plaintiffs introduced testimony to show that at the time the deed was executed the said Griffin was of unsound mind. The jury rendered a verdict in favor of the defendants. After service of the notice of appeal, plaintiffs' attorneys gave notice that they would move this court for leave to file an additional exception *219 to the effect that the deed is void for the reason that it is not under seal. It appears that the word "seal" is written near the signature of the grantor, but no scroll is drawn around it, and no mark in the nature of a seal upon the deed. His honor construed the deed to be valid upon its face, and held that it conveyed to the defendants the fee in the land, reserving a life estate to the grantor.

We will next consider the questions presented by the exception as classified by appellants' attorneys, though not in the order in which they were argued by them.

I. They contend "that the alleged deed is void upon its face, being without a seal; that is to say, having nothing but the word 'seal' written below the signature, with no scroll or other symbol of a seal." As it will be necessary to refer to the deed in considering other exceptions, as well as in considering this question, we will set it out at length. It is as follows:

"The State of South Carolina, Greenville County. Know all men by these presents, That I, Andy C. Griffin, of the State and County aforesaid, for and in consideration of One

Thousand Dollars at and before the sealing of these presents in hand paid by Liney E. Cooper and his Sista, Lular Cooper, of the State and County aforesaid, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said Liney E. C. Cooper and Luler Cooper, and that ther mother, Permelia A. Cooper, is to have support during her natrel life or widowhood, all of my Reail Estate and Personally property. [Description of land.] The condition of this deed is such that the said Andy C. Griffin shall have full power and control of all property mension in these presents during his natreal life but at my decease then these presents shall be in full fore and effect. On the 10th day of February, 1885, I executed a deed to my wife, Elizabeth F. Griffin, but as she deceased on the 30th day of August, 1895, that deed is null and void, and that I am owner of said property and the only one that has the right to sell or convey. Together with all and singler the rights, members, herditaments and appurtinences to the said premises belonging or in any wise incident or appertaining, to have and hold all and singler the said premises under the said Liney E. Cooper and Lulia Cooper, their heirs and assigns forever, and I do hereby bind myself, my heirs, executors, administrators, to warrant and forever defend all and singular the said unto Liney E. Cooper and Lulia Cooper, their heirs and assigned forever, against myself, my heirs, and against every other person or persons lawfully claiming or to claim the same or any part thereof. In witness whereof I hereunto sed my hand and seal this the 9th day of September in the year of Our Lord one thousand eight hundred and ninety-five and in the one hundred and nineteenth year of the Sovenaty of the Independants of the United States of America.

A. C. Griffin.

seal

"Signed, Sealed and Delivered in the presents of W. L. Morgan, C. P. Potts."

This question is conclusively settled against the appellants by the cases of Trustees v. Bryson, 34 S. C. 401, 13 S. E. 619, Sullivan v. Latimer, 38 S. C. 417, 17 S. E. 227, and Heyward v. Mining Co., 42 S. C. 138. 19 S. E. 963, 20 S. E. 64, 28 L. R. A. 42. There is another reason why the exception raising this question cannot be sustained. In 1899 an act was passed providing: "That whenever it shall appear from the attestation clause or from the other parts of any instrument in writing, that it was the intention of the party or parties thereto that said instrument should be a sealed instrument the said instrument shall be construed to be and shall have the effect

of a sealed instrument although no seal be actually attached thereto." Acts 1899, p. 48. As this was intended merely as a rule of evidence, it was applicable to all cases tried after its adoption.

2. The appellants also contend "that his honor, the circuit judge, erred in ruling out the question put to the witness W. L. Morgan as to whether or not the purchase money had been paid." This witness was examined by the defendants to prove the execution of said deed. During his cross-examination by plaintiffs' attorneys he was asked whether the consideration set out in the deed was paid. Upon objection by defendants' attorneys, his honor ruled that the question was not competent. The ruling of the circuit judge must be considered with reference to the issue before the court at the time it is made, and not the state of facts thereafter developed. Fraud was not made an issue by the pleadings, nor had any testimony been offered tending to show fraud at the time the presiding judge was called upon to rule on the competency of the question. The only effect which the testimony could have had would have been to show that the deed was without consideration. This could not be shown, for the reason that a seal imports a consideration. *Brown v. Brown*, 44 S. C. 378, 22 S. E. 412; *Whitmire v. Boyd*, 53 S. C. 315, 31 S. E. 306; *Koster v. Welch*, 57 S. C. 95, 35 S. E. 435.

3. The appellants further contend "that the deed is void for the reason that Andrew C. Griffin was of unsound mind and had not mental capacity to make a deed at the time referred to." This only involves a question of fact, and cannot be considered by this court in a law case.

4. The next contention of the appellants is that the alleged deed is void upon its face, being drawn to take effect in futuro. The statute of uses made of force in this state changed the rule of the common law. Rev. *220 St. § 2089 et seq. The following language in the case of *Cribb v. Rogers*, 12 S. C. 564, is applicable to the case under consideration, to wit: "The only question affecting the validity and operation of the deed as sufficient to pass a fee in the lands conveyed arises out of the words, 'reserving for myself the use of said lands during my natural life only.' The fact that the usufruct is separated from the fee is not inconsistent with the vesting of the fee. The grantor may convey the fee to any one and the usufruct to another; hence the reservation of the usufruct to himself violates no rule governing the vesting of the fee burdened with a use in favor of the grantor for his natural life." For an able discussion of this subject, see 19 Am. & Eng. Enc. Law, 1056 et seq.

5. Lastly, the appellants contend "that the alleged deed is void upon its face, being drawn to take effect after the death of grantor; hence, in its nature, testamentary, and witnessed by but two witnesses." This question is disposed of by what has already been said. It is the judgment of this court that the judgment of the circuit court be affirmed.

All Citations

59 S.C. 560, 38 S.E. 218

11 ^{Mr} Woodruff rep. (Elen Fleming)

12 ~~Rep.~~ ^{Rep.} B. Edwards (Vance Fleming)

(Betty)
parties mother lived in home until
this year (deceased) mother allowed
def (Vance) to live there

§ 26-1-60. Seal of office; notary shall indicate date of expiration..., SC ST § 26-1-60

Code of Laws of South Carolina 1976 Annotated
Title 26. Notaries Public and Acknowledgments
Chapter 1. Notaries Public

Code 1976 § 26-1-60

§ 26-1-60. Seal of office; notary shall indicate date of expiration of commission.

Effective: June 2, 2014

Currentness

A notary public shall have a seal of office, which must be affixed to his notarial acts. He shall indicate below his signature the date of expiration of his commission. The absence of the seal of office or date of expiration does not render his notarial acts invalid if his official title is affixed to it.

Credits

HISTORY: 1962 Code § 49-6; 1952 Code § 49-6; 1942 Code § 3462; 1932 Code § 3462; Civ. C. '22 § 820; Civ. C. '12 § 735; Civ. C. '02 § 664; G. S. 522; R. S. 580; 1871 (15) 538; 1911 (27) 139; 1967 (55) 509; 1968 (55) 2843; 2014 Act No. 185 (S.356), § 1, eff June 2, 2014.

Notes of Decisions (1)

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Article 8. South Carolina Uniform Power of Attorney Act (Refs & Annos)
Part 1. General Provisions

Code 1976 § 62-8-105

§ 62-8-105. Execution of power of attorney.

Effective: January 1, 2017

Currentness

A power of attorney must be:

(1) signed by the principal or in the principal's presence by another individual directed by the principal to sign the principal's name on the power of attorney;

(2) attested with the same formality and with the same requirements as to witnesses as a will in South Carolina; and

(3) acknowledged or proved pursuant to Section 30-5-30.

Credits

HISTORY: 2016 Act No. 279 (S.778), § 1, eff January 1, 2017.

Editors' Notes

REPORTER'S COMMENT

This section retains the requirement that the principal's act of signing the power of attorney must be witnessed in the same manner as a will in South Carolina and also either acknowledged by the principal in the presence of a notary or attested to by one of the witnesses in the presence of a notary and, under Section 62-8-102(9), the principal must have contractual capacity. As a practical matter, these requirements are also necessary to create a valid power of attorney that may be recorded as described in Section 62-8-109(c).

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Christian G. Spradley
William H. Edwards
Stanley L. Myers
Jane H. Downey^{*}
S. Jahue Moore, Jr.
William B. Fortino
Ralph Nichols Riley, Jr.
John C. Bradley, Jr.

Melissa K. Moore
Lester McGill Bell, Jr.
Bryan C. Letteer
Sierra D. Carini
Lawrence D. Turner
Brendan J. Green

Retired
J. Mark Taylor^{**}
Robert D. Hazel[†]
C. David Sawyer, Jr.[†]
Billy C. Coleman (1916-2019)

October 20, 2021

The Honorable Patrick D. Sullivan
Savannah River Research Park
227 Gateway Drive, Suite 133
Aiken, SC 29803-9193

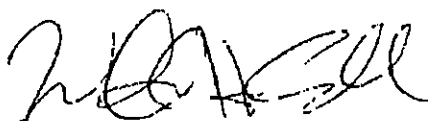
Re: Glen Fleming v. Vance Fleming
Case No.: 2021CV210900337

Dear Judge Sullivan:

Enclosed is the Proposed Order regarding the above referenced matter. If the Order meets with your approval, I would ask that you please sign and file the Order and return it in the pre-paid self-addressed envelope.

Thank you for your attention in this important matter.

Sincerely,



William H. Edwards

WHH/sec

Enclosures

Cc: Tom G. Woodruff, Jr.
Vance Fleming

COUNTY/CITY OF AIKEN

VS

Vance Mack Fleming

IN THE SUMMARY COURT

CERTIFICATE OF TRANSMITTAL FOR AN APPEAL

The Appeal on the above referenced case is being transmitted to the agency listed below:

Date of Transmittal: **December 8, 2021**

Transmitted to: **Aiken County Clerk of Court**

Transmitted by: **New Ellenton Summary Court**

Case #(s): **2021CV0210900337**

The above listed documents are transferred to the **Aiken County Clerk of Court**

Received and verified by

07

Judge Patrick D. Sullivan
New Ellenton Summary Court
227 Gateway Drive, Suite 133
Aiken, SC 29803
Phone: (803) 652-3609 Fax: (803) 652-3298

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Glen Fleming,
Plaintiff,

vs.

Vance Fleming,
Defendant.

IN THE COURT OF COMMON PLEAS

Case No.: 2021-CP-02-02457

**NOTICE OF MOTION AND MOTION TO
ALTER OR AMEND PURSUANT TO
RULE 59(e), OR IN THE ALTERNATIVE
MOTION FOR STAY OF JUDGMENT**

TO: THE HONORABLE COURTNEY CLYBURN POPE AND TOM WOODRUFF, JR
ATTORNEY FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that on the 10th day after service hereof, or as soon thereafter as counsel can be heard, the undersigned, as counsel for the Defendant, will move before the Court for an Order altering or amending the Order issued by this Court on February 3, 2022, from the hearing held on February 2, 2022, (attached hereto) or in the alternative, an Order Staying Judgment. The motion shall be based upon Rule 59(e), SCRPC, the applicable statutory and case law of the State of South Carolina and the following grounds:

Basis for the motion is the Court did not consider and rule on Defendant's argument that the Magistrate Court does not have subject matter jurisdiction to rule on issues regarding title to real property under S.C. Code Sec. 22-3-20(2), which is a necessary finding in this case.

Defendant moves the Court to amend its Judgment to include a ruling on the aforementioned argument and for any other relief the Court deems proper.

[signature page to follow]

Respectfully submitted,

MOORE BRADLEY MYERS LAW FIRM, P.A.

By: /s/ William H. Edwards
William H. Edwards
Attorney for Defendant
1700 Sunset Boulevard
Post Office Box 5709
West Columbia, South Carolina 29171
Telephone: (803) 796-9160
Facsimile: (803) 791-8410

West Columbia, South Carolina.
February 14, 2022

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Aiken
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP0202457

Glen Fleming
PLAINTIFF(S)

Vance Fleming
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (*CHECK REASON*): ☐ Rule 12(b), SCRCF; ☐ Rule 41(a), SCRCF (Vol. Nonsuit); ☐ Rule 43(k), SCRCF (Settled);
☐ Other
- ☐ ACTION STRICKEN (*CHECK REASON*): ☐ Rule 40(j), SCRCF; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter comes before the Court on an appeal filed by Plaintiff. A hearing was held on February 2nd, 2022 in Aiken County, South Carolina using WebEx. The Plaintiff, Glen Fleming, and the Defendant, Vance Fleming, were present. After consideration of the evidence and arguments by both Plaintiff and Defendant, the Court finds that the appeal is GRANTED and the matter is to be REMANDED to the lower court for reconsideration.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/03/2022.

Vance Fleming for Vance Fleming
Vance Fleming for Vance Fleming

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.



Aiken Common Pleas

Case Caption: Glen Fleming VS Vance Fleming
Case Number: 2021CP0202457
Type: Order/Electronic Form 4

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2022-02-03 11:55:14 page 3 of 3

ELECTRONICALLY FILED - 2022 Feb 03 11:56 AM - AIKEN - COMMON PLEAS - CASE#2021CP0202457
ELECTRONICALLY FILED - 2022 Feb 14 4:23 PM - AIKEN - COMMON PLEAS - CASE#2021CP0202457

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF: AIKEN)

APPLICATION/*PETITION FOR
SUBSEQUENT ADMINISTRATION

IN THE MATTER OF:)

L. DEAN FLEMING)

(Decedent))

CASE NUMBER:

***ONLY COMPLETE THIS SECTION IF FILING
PETITION FOR SUBSEQUENT ADMINISTRATION**

*VANCE FLEMING

Petitioner(s)

vs.

*CHERYL DEAN WILLINGER, AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF L. DEAN
FLEMING, AND GLEN FLEMING

Respondent(s)

☒ INFORMAL

☐ *FORMAL

The undersigned states as follows:

1. Subsequent administration of the above Estate is needed because:

☐ The following additional property in the above estate has been discovered. A description of the property and its approximate value at the date of Decedent's death is:

☒ Other reason: PETITIONER HAS DISCOVERED EVIDENCE THAT THE POWER OF ATTORNEY AND A TITLE OF REAL ESTATE FOR PROPERTY OWNED BY DECEDENT AND LOCATED AT 1453 SPARKLEBERRY LANE, AIKEN, SOUTH CAROLINA, WERE EXECUTED INVALIDLY. THE PROPERTY WOULD OTHERWISE PASS THROUGH THE RESIDUARY OF THE ESTATE. THUS THE ESTATE NEEDS SUBSEQUENT ADMINISTRATION OF THE PROPERTY AND TO DISTRIBUTE THE PROPERTY ACCORDINGLY, PENDING THE OUTCOME OF PETITIONER'S ACTION TO SET ASIDE THIS DEED.

2. ☐ I served as Personal Representative under the previous administration and fiduciary bond requirement:

- ☐ was waived by Decedent's Will
- ☐ was waived pursuant to the filing of Waivers of Bond
- ☐ was waived by the Court
- ☐ was required and an appropriate bond is attached

☒ I did not serve as Personal Representative under the previous administration; my priority for this appointment is:

- ☐ named as Primary Personal Representative in Will
- ☒ named as Alternate Personal Representative in Will
- ☐ nominee of above Primary Personal Representative in Will
- ☐ nominee of above Alternate Personal Representative in Will
- ☐ surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
- ☐ other devisee of Decedent (describe): _____ or nominee of said devisee
- ☐ surviving spouse of Decedent or nominee of said spouse
- ☐ other heir of Decedent (describe): _____ or nominee of said heir
- ☐ creditor (Forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, FORM 371ES, is attached
- ☐ other (describe): _____

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO A PETITION, YOU MUST ALSO FILE**

**A SUMMONS (FORM SCCA 401PC) AND PAY THE STATUTORY FILING FEE OF \$150.00.
A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

VERIFICATION

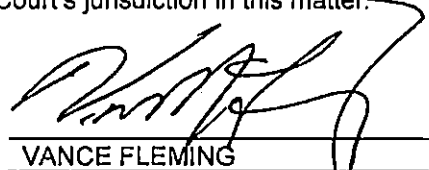
The undersigned, being sworn, states that the facts set forth in the foregoing statements are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter:

SWORN to before me this 25th day
of

January, 20 22
Sallie McDonald

Notary Public for South Carolina

My Commission Expires: 04-04-2024

Signature: 

Print Name: VANCE FLEMING

Address: 1453 SPARKLEBERRY LANE
AIKEN, SC 29229

Telephone (Work): (803)443-2336

(Home): _____

(Cell): _____

Email: _____

Relationship to Decedent/Estate: SON

ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE: _____

TIME: _____

PLACE: _____

Pursuant to SCPC 62-1-401, Petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 20 ____.

_____, Probate Court Judge

ORDER FOR SUBSEQUENT ADMINISTRATION

IT IS HEREBY ORDERED that _____ be appointed Personal Representative to administer property not previously administered as indicated in the above application/petition.

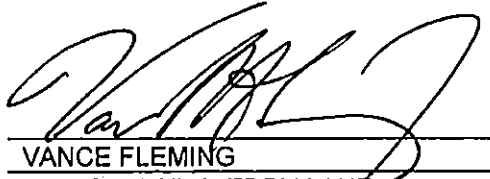
- ☐ Bond previously waived
☐ Previous bond waivers on file
☐ Other: _____

Executed this _____ day of _____, 20 ____.

_____, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate and to submit to the Court's jurisdiction in this matter.

Signature: 
Print Name: VANCE FLEMING
Address: 1453 SPARKLEBERRY LANE
AIKEN, SOUTH CAROLINA, 29223
Telephone (Work): (803)443-2236
(Home): _____
(Cell): _____
Email: _____

Attorney: WILLIAM H. EDWARDS
Address: 1700 SUNSET BLVD.
WEST COLUMBIA, SOUTH CAROLINA 29169
Telephone: (803)796-9160
Email: WILL@MBMLAWSC.COM

STATE OF SOUTH CAROLINA

COUNTY OF: AIKEN

IN THE MATTER OF:
LESLIE DEAN FLEMING
(Decedent)

IN THE PROBATE COURT

CASE NUMBER:

*COMPLETE THIS SECTION ONLY IF FILING PETITION
FOR FORMAL TESTACY AND/OR FORMAL APPOINTMENT

Petitioner(s)
vs.

Respondent(s)

Filed: 3/21/2022
Tonya L. Marchant
Probate Court Judge
By: [Signature]

APPLICATION FOR INFORMAL

(check any that apply)

☐ PROBATE OF WILL
☒ APPOINTMENT

*PETITION FOR FORMAL

☐ TESTACY
☐ APPOINTMENT

If this is a formal filing, please explain on page 4 or attach pleadings pursuant to *SC Rules of Civil Procedure*.

*NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO THIS FORM PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC), AND PAY THE STATUTORY FILING FEE OF \$150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Applicant/Petitioner(s): Vance Fleming
Address: 1453 SparkleBerry Lane, Aiken, SC 29229
Telephone (Work): _____
(Home): _____
(Cell): 803-443-2336
Email: _____
Relationship to Decedent: Son

2. Decedent Information:

Full Legal Name
(including all known names): Leslie Dean Fleming
Date of Birth: January 13, 1921
Date of Death: March 13, 2006
Age at Date of Death: 85

3. Venue for this proceeding is proper in this County because:

- ☒ Decedent was domiciled in this County at date of death:
Address: 1453 Sparkleberry Lane County: Aiken State: South Carolina.
- ☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this County at date of death at:
Address: _____ County: _____ State: South Carolina
- ☐ Decedent has a right to take legal action in this County because:

If the above address is the address of a nursing home, prison, or other residential facility, please give the last address of the Decedent prior to entering a facility:

4(a). Names and addresses of beneficiaries (devisees) named in the Will.

Full Legal Name (including all known names)	Year of Birth	Full Address	Email Address	Relationship to Decedent

☐ See attached for additional devisees (check if applicable).

4(b). Names and addresses of intestate heirs who are not devisees (persons who inherit if Decedent left no Will).

Full Legal Name (including all known names)	Year of Birth	Full Address	Email Address	Relationship to Decedent
Vance Fleming		1453 SparkleBerry Lane, Aiken, SC 29229		Son
Glen Fleming		10943 Indies Drive N. Jacksonville, FL 32246		Son
Sherril Dean Willinger		123 Douglas Lane Bristol, TN 37620		Daughter

☐ See attached for additional intestate heirs (check if applicable).

4(c). Did all of the above persons survive one hundred and twenty (120) hours since the death of Decedent?

☒ YES ☐ NO If no, please explain on page 4.

5. Did Decedent have any change of marital status or the birth or adoption of any children after execution of this Will, if one exists, or has any child of the Decedent been born since his/her death, or is any birth of a child of the Decedent anticipated? (This includes illegitimate children.)

☒ NO ☐ YES If yes, please explain, on page 4.

6. To the best of your knowledge, was the Decedent a patient in a non-private State of South Carolina mental health facility during his/her lifetime?

☒ NO ☐ YES If yes, please explain, on page 4.

7. Has a Guardian or Conservator ever been appointed by a Court for this person?

☒ NO ☐ YES If yes, please explain on page 4.

8. Has a Personal Representative of the Decedent been appointed prior to this date by a Court in this state or elsewhere?

☐ NO ☒ YES If yes, please state details, including name and address of such Personal Representative on page 4.

9. Have you received or are you aware of any Demands for Notice (FORM #111ES) of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere?

☒ NO ☐ YES If yes, please state details, including names and addresses on page 4.

10. Have more than ten (10) years passed since the Decedent's death?

☐ NO ☒ YES If yes, please state circumstances authorizing tardy probate on page 4.

11(a). Did the Decedent own probate real estate?

☐ NO ☒ YES If yes, an approximate value of \$TBD (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(b). Did the Decedent own probate personal property?

☐ NO ☒ YES If yes, an approximate value of \$TBD (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(c). Are you seeking appointment as Personal Representative in order to pursue civil litigation on behalf of the Decedent's estate? Is there a civil litigation attorney?

☒ NO ☐ YES If yes, please provide the name of the civil litigation attorney: _____

11(d). At the time of Decedent's death, was he or she involved in any pending civil litigation? Is there a civil litigation attorney?

☒ NO ☐ YES If yes, please state the circumstances and name of attorney on page 4.

11(e). If you answered NO to questions 11(a) - 11(d) above, but are seeking the appointment of a Personal Representative, please explain why the appointment is requested on page 4.

12. Have you made a diligent search for a Will of the Decedent?

☒ YES
☐ NO If no, please explain on page 4.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the Decedent's Will:

- ☐ The original is attached.
- ☐ The original is in the Court's possession.
- ☐ An exemplified (authenticated) copy of a Will probated in another jurisdiction is attached.
- ☐ An exemplified (authenticated) copy of a Will not probated in another jurisdiction is attached.
- ☐ The original of the Will is lost, destroyed, or otherwise unavailable, however, a copy or a description of its contents is attached. (for formal proceeding, explain below or attach supplemental pleadings)

2. The execution date of the Will was: _____
Codicil(s): _____

3. Is there a memorandum that disposes of tangible personal property pursuant to 62-2-512?

☐ NO ☐ YES If yes, attach hereto.

4. To the best of your knowledge, do you believe the Will listed above is the Decedent's validly executed last Will?

☐ YES ☐ NO If no, please explain on page 4.

5. To the best of your knowledge, is any witness to the will an "interested witness" (i.e., does the will make any devise to a witness, a witness's spouse, or a witness's issue)?

☐ NO ☐ YES If yes, please explain on page 4.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I and II HERE.

(If more space is required, use additional sheets.)

SEE ATTACHED.

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. If the Applicant/Petitioner is not the proposed Personal Representative(s), list name and address of the person you are proposing be appointed as the fiduciary:

2. Priority for appointment of the proposed Personal Representative (whether applicant or nominee) is:
 - ☐ named as Primary Personal Representative in Will
 - ☐ named as Alternate Personal Representative in Will
 - ☐ nominee of Primary Personal Representative in Will
 - ☐ nominee of Alternate Personal Representative in Will
 - ☐ surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
 - ☒ other devisee of Decedent (describe): SON or nominee of said devisee
 - ☐ surviving spouse of Decedent or nominee of said spouse
 - ☐ other heir of Decedent (describe): _____ or nominee of said heir
 - ☐ creditor (forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, FORM 371ES, is attached
 - ☐ other (describe): _____
3. List below the name(s) of any other person(s), if any, having an equal or higher priority of appointment than the proposed Personal Representative:
Glen Fleming and Sherril Dean Willinger

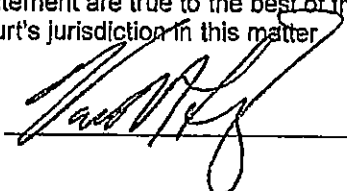
IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter

SWORN to before me this _____ day
of _____, 20____

Signature of
Applicant/Petitioner: _____



Notary Public for South Carolina
My Commission Expires: _____

SWORN to before me this _____ day
of _____, 20____

Signature of Co-
Applicant/Co-Petitioner: _____

Notary Public for South Carolina
My Commission Expires: _____

Complete Explanations for Questions in Sections I and II here:

Decedent had a small estate opened in 2006, case number 2006ES020254. Our office was advised that we needed to complete this form and not the Application for Subsequent Administration. Ms. Sherril D. Willinger was appointed Personal Representative in the 2006 estate. Petitioner now believes a purported life time conveyance of real property by Decedent failed and should be included in the residuary of the Decedent's estate and all of Defendant's children would equally share ownership of his property. Petitioner wants to set aside the purported conveyance.

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a Will executed _____ and

- ☐ Codicil executed _____ and
☐ Memorandum

be informally ☐ GRANTED ☐ DENIED.

Executed this _____ day of _____, 2_____.

, Probate Court Judge

☐ For formal probate of Will, see separate order executed _____.

ORDER OF INFORMAL APPOINTMENT

IT IS HEREBY ORDERED that the above Application for Appointment be granted upon the filing of an appropriate bond, if applicable, and upon the signing of the Qualification and Statement of Acceptance of appointment.

Bond

- ☐ Fiduciary Bond in the amount of \$ _____
☐ Bond not required for Personal Representative nominated by Will
☐ Bond not required as Personal Representative is sole heir or sole devisee
☐ Bond not required as Personal Representative is state agency, bank, or trust company
☐ Bond waivers filed
☐ See order dated _____
☐ Other: _____

Notice to Creditors

- ☐ Required
☐ Not Required

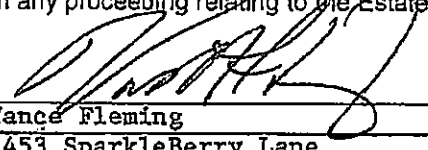
Executed this _____ day of _____, 2_____.

, Probate Court Judge

☐ For formal appointment of Personal Representative, see separate order executed _____.

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate. I further submit personally to the jurisdiction of the Court in any proceeding relating to the Estate.

Signature: 
Print Name: Vance Fleming
Address: 1453 SparkleBerry Lane
Aiken, SC 29229
Telephone (Work): _____
(Home): _____
(Cell): 803-443-2336
Email: _____

Signature: _____
Print Name: _____
Address: _____
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

*Attorney: William H. Edwards
Address: 1700 Sunset Blvd.
West Columbia, SC 29169
Telephone: 803-796-9160
Email: will@mbmlawsc.com

*By completing this information, attorney is designated as attorney of record for assisting Personal Representative until proper withdrawal.



S. Jahue Moore*
James Edward Bradley*
Sheila McNair Robinson
Christian G. Spradley
William H. Edwards
Stanley L. Myers
Jane H. Downey*
S. Jahue Moore, Jr.
William B. Fortino
Ralph Nichols Riley, Jr.
John C. Bradley, Jr.

Melissa K. Moore
Lester McGill Bell, Jr.
Bryan C. Letteer
Sierra D. Carini
Lawrence D. Turner
Brendan J. Green

Retired
J. Mark Taylor**
Robert D. Hazel†
C. David Sawyer, Jr.‡
Billy C. Coleman (1916-2019)

May 23, 2022

Robert J. Harte
Aiken County Clerk of Court
109 Park Avenue SE
Aiken, SC 29801

RE: Glen Fleming v. Vance Mack Fleming
C/A: 2021CP-02-02457

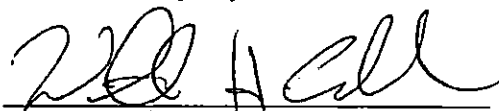
Dear Mr. Harte:

Enclosed herein please find a copy of a Notice of Appeal which has been filed with the Court of Appeals regarding the above-referenced case.

If you have any questions or need additional information, please do not hesitate to call.

With kindest regards,

Moore Bradley Myers Law Firm


William H. Edwards

WHE

Enclosures

Cc: Tom G. Woodruff, Jr., Esquire (w/enclosures)

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

RECEIVED

MAY 19 2022

Courtney Clyburn Pope, Circuit Court Judge

SC Court of Appeals

Case No. 2021-CP-02-02457

Vance Mack Fleming, ...Appellant,

v.

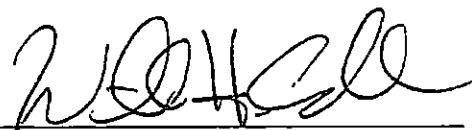
Glen Fleming.....Respondent.

NOTICE OF APPEAL

Vance Mack Fleming appeals the orders of the Honorable Courtney Clyburn Pope dated February 3, 2022, and April 20, 2022. Appellant received notice of entry of this order on April 20, 2022.

May 19, 2022.

By: _____



Moore Bradley Myers Law Firm
William H. Edwards
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, SC 29171
803-796-9160
will@mbmlawsc.com
Attorney for Appellant

Other Counsel of Record:

Tom G. Woodruff, Esq.
220 Richland Avenue, West
Aiken, SC 29801
803-649-1910
tw@aikenlaw.com
Attorney for Respondent.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
In the Court of Common Pleas

Courtney Clyburn Pope, Circuit Court Judge
Civil Action No.: 2021-CP-02-02457

Case No. 2021-CP-2-02457

Vance Mack Fleming, ...Appellant,

v.

Glen Fleming... Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal by US Mail, postage prepaid, upon counsel
for the Respondent at the address listed below:

Aiken County Clerk of Court
109 Park Avenue SE
Aiken, SC 29801



William H. Edwards

May 23, 2022

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
In the Court of Common Pleas

Courtney Clyburn Pope, Circuit Court Judge
Civil Action No: 2021-CP-02-02457

Appellate Case No.: 2022-000685

RECEIVED

FEB 21 2023

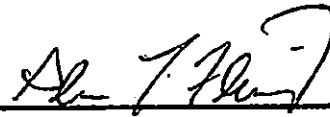
SC Court of Appeals

Vance Mack Fleming Appellant,

v. ,

Glen Fleming.....Respondent

RESPONDENT'S INITIAL BRIEF

By: 

Glen T. Fleming
10943 Indies Dr. N.
Jacksonville, Fl. 32246
904-484-7157
tom@pilingmagic.com
Pro se

February 15, 2023

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STATEMENT OF ISSUES ON APPEAL

- I) The circuit court judge did not err when she determined the magistrate court had subject matter jurisdiction and remanded Respondents' civil appeal.**
- II) The circuit court judge, after consideration of the evidence and arguments by both Plaintiff and Defendant, the court found that the appeal is GRANTED and the matter REMANDED to the lower court for reconsideration.**

STATEMENT OF THE CASE

This matter came before the Court on a Motion for Ejectment of Trespassers on October 4, 2021, filed by Glen Fleming the Respondent (hereinafter "Respondent"), on August 20, 2021. (Order of the Honorable Patrick D. Sullivan, dated October 25, 2021 R. ____). Respondent filed the Motion for Ejectment for the purpose of ejecting Vance Fleming the Appellant (hereinafter "Appellant") from a house located at 1453 Sparkleberry Lane, Aiken, South Carolina, 29803. (Order of the Honorable Patrick D. Sullivan, dated October 25, 2021 R. ____). Appellant alleged that he had a claim of title to the property at 1453 Sparkleberry Lane, Aiken, South Carolina, 29803. (Return of Civil Appeal, dated December 10, 2021 R. ____)

The Magistrate issued an Order on October 25, 2021, pursuant to South Carolina Code § 22-3-20(2). (Order of the Honorable Patrick D. Sullivan, dated October 25, 2021 R. ____). The Court found and ruled that it did not have jurisdiction to rule on issues relating to title to real property and was without subject matter jurisdiction on the Motion for Ejectment, as cases in which the title to real property are raised may only be heard in the Circuit Court. The Magistrate Court dismissed the Respondent's Motion for Ejectment without prejudice. (Order of the Honorable Patrick D. Sullivan, dated October 25, 2021 R. ____).

On November 22, 2021, Respondent filed a Notice of Civil Appeal in the Court of Common Pleas. (Notice of Civil Appeal, dated November 22, 2021 R. ____). Respondent asked the Court overturn the finding of the Magistrate's Court as Appellant did not have any right to claim any interest in the subject property. Respondent asked the Court to Order that Appellant vacate the premises owned by the Respondent or that the matter be remanded to the Magistrate Court with instructions for the Court to find that the Estate of L. Dean Fleming is the only entity with standing

to contest the 2003 deed. A Return of Civil Appeal was filed on December 10, 2021. (Return of Civil Appeal, dated December 10, 2021 R. _____).

Appellant filed a Summons and Complaint on January 27, 2022 (Summons and Complaint, dated January 27, 2022 R. _____). Appellant requested that the alleged conveyance of the Title to the Real Estate located at 1453 Sparkleberry Lane, Aiken, South Carolina 29803 from L. Dean Fleming be set aside, that the subject property be included in the Estate of L. Dean Fleming for probate, and for such other and further relief as the Honorable Court deemed proper. (Summons and Complaint, dated January 27, 2022 R. _____).

On February 2, 2022, the Respondent's Appeal was heard by the Aiken County Court of Common Pleas. On February 3, 2022, the Court issued an Order granting the Respondent's Appeal and remanding the matter to the lower court for reconsideration (Order of the Honorable Courtney Clyburn Pope, dated October February 3, 2022 R. _____).

Appellant timely filed a Notice of Motion and Motion to Alter or Amend Pursuant to Rule 59(e), or in the Alternative Motion for Stay of Judgment. (Notice of Motion and Motion to Alter or Amend Pursuant to Rule 59(e), or in the Alternative Motion for Stay of Judgment, dated October February 14, 2022 R. _____). Appellant's Notice of Motion and Motion to Alter or Amend Pursuant to Rule 59(e), or in the Alternative Motion for Stay of Judgment was made on the grounds that the Court did not consider and rule on Appellant's argument that the Magistrate Court did not have subject matter jurisdiction to rule on issues regarding title to real property under S.C. Code Sec. 22-3-20(2), which was a necessary finding in the case. (Notice of Motion and Motion to Alter or Amend Pursuant to Rule 59(e), or in the Alternative Motion for Stay of Judgment, dated October February 14, 2022 R. _____).



On April 20, 2022, the Court issued an Order denying the Plaintiff's Motion for Reconsideration (Order of the Honorable Courtney Clyburn Pope, dated April 20, 2022 R. ____). The Court ordered that the Order from February 3, 2022 be amended and that the Magistrate was able to hear the case pursuant to S.C. Code Sec. 22-3-20(2). (Order of the Honorable Courtney Clyburn Pope, dated April 20, 2022 R. ____). The Court's Order granted the Appeal and remanded the matter back to the lower court for reconsideration. (Order of the Honorable Courtney Clyburn Pope, dated April 20, 2022 R. ____).

Appellant filed a Notice of Appeal on May 23, 2022 appealing the Order of the Honorable Courtney Clyburn Pope dated February 3, 2022 and April 20, 2022. (Notice of Appeal, dated May 19, 2022 R. ____).

STATEMENT OF THE FACTS

The Appellant and Respondent's father, L. Dean Fleming (hereinafter "Decedent"), was a resident and citizen of the County of Aiken. (Summons and Complaint, dated January 27, 2022; R. ____). Appellant, Respondent, and their sister Sherril Dean Willinger are children, heirs at law, and named testamentary beneficiaries of Decedent. (Summons and Complaint, dated January 27, 2022; R. ____).

On February 21, 2001, the Decedent, acquired the subject real property located at 1453 Sparkleberry Aiken, South Carolina by Title of Real Estate of Betty W. Fleming, which was recorded in the Register of Deeds of Aiken County in Deed Book 2006, Page 259. (Summons and Complaint, dated January 27, 2022; R. ____).

On January 26, 2003 the Respondent traveled from his home in Florida to Aiken to be in Michael Farmer's office on January 27, 2003.

On January 27, 2003 the Decedent and Respondent went to the office of Michael Farmer to execute a deed of survivorship, but were unable to do so because the lady that had the paperwork was out sick. Respondent was supposed to come back the next week, but Decedent was in a motor vehicle accident on January 28, 2003.

On January 28, 2003, Decedent was involved in a motor vehicle accident in Aiken County, South Carolina. (Summons and Complaint, dated January 27, 2022; R._____) (Return of Civil Appeal – Defendant’s Exhibit 3, dated December 10, 2021; R._____).

The Decedent was coherent when the notary read the Deed of Survivorship and understood what he was signing, as can be attest to by the witness.

ARGUMENTS

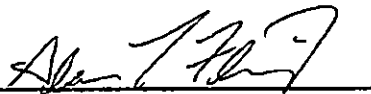
I) THE CIRCUIT COURT JUDGE DID NOT ERR WHEN SHE DETERMINED THE MAGISTRATE COURT HAD SUBJECT MATTER JURISDICTION AND REMANDED TO THE LOWER COURT.

- 1) Respondent has shown this Court, he is the sole owner of the property which is the subject of this action.
- 2) Respondent hereby requests this Court to Order that either:
 - a) The Appellant vacate the premises owned by the Respondent (being the relief originally sought in Magistrate’s Court); or
 - b) The matter be remanded to the Magistrate’s Court.

CONCLUSION

For the preceding reasons, Respondent respectfully asks this Court to uphold the trial court's decision.

Respectfully submitted,

By: 
Glen T. Fleming
10943 Indies Dr. N.
Jacksonville, Fl. 32246
904-484-7157
tom@pilingmagic.com
Pro se

February 15, 2023

February 15, 2023

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FEB 21 2023

SC Court of Appeals

VIA US MAIL & E-MAIL: ctappfilings@sccourts.org

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

Re: Vance Mack Fleming vs. Glen Fleming
Appellate Case No.: 2022000685

Dear Ms. Kitchings:

Please find included with this cover letter Respondent's Initial Brief and Designation of Matter.

Thank you in advance for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen T. Fleming", with a stylized flourish at the end.

Glen T. Fleming

Cc: William H. Edwards(w/enclosures)

Fleming
10943 Indies Dr N.
Jacksonville, Fl. 32244

CERTIFIED MAIL



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SC Court of Appeals

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

