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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM NEWBERRY COUNTY
Court of Common Pleas

Charles M. Watson Jr., Special Referee

Appellate Case No.: 2023-001143

Case No.: 2022-CP-36-00326

Lena Sue Yarborough Appellant,

v.

Joel F. Yarborough, III.....Respondent.

RECORD ON APPEAL

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Appellate Case No.: 2023-_____

Case No.: 2022-CP-36-00326

Lena Sue Yarborough Appellant,

v.

Joel F. Yarborough, III..... Respondent.

NOTICE OF APPEAL

Pursuant to Rule 203 of the South Carolina Appellate Court Rules, Appellant Lena Sue Yarborough appeals the Special Referee Charles M. Watson Jr.'s May 25, 2023, Order granting Respondent Joel F. Yarborough III's motion for summary judgment and denying Appellant's motion for summary judgment regarding the ownership of the Newberry Timber Tract (Tax Map Number 562-29), and the Special Referee's June 16, 2023, Order denying Appellant's Rule 59, SCRCF, motion regarding the same. Copies of these orders are attached as Exhibits A and B. Further, a copy of this Notice of Appeal is simultaneously being filed in the Court of Common Pleas for Newberry County.

(Signature Page to Follow)

Respectfully submitted,

s/Beth B. Richardson

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STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS

2022-CP-36-326

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SC Court of Appeals

Lena Sue Yarborough)

Plaintiff)

vs.)

Joel F. Yarborough III)

Defendant)

ORDER GRANTING SUMMARY JUDGMENT

This is an action for partition. Prior to considering the merits of the partition action, it is necessary to determine the respective interests that each party may own in the subject properties. This matter is before me on cross motions for summary judgment on that issue.

The parties are in agreement that :

1. With regard to 1807 Livingston Road, each party owns a 50% interest.
2. With regard to 1648 Livingston Road, the Plaintiff owns a 75% interest and the Defendant owns a 25% interest.
3. With regard to the Fairfield Timber Tract, the Plaintiff initially claimed that she owned a 14/36 interest while the Defendant owned a 22/36 interest. The Defendant initially claimed that the Plaintiff owned an 11/36 interest while he owned a 25/36 interest. By email communication on the day the motions were filed, the Defendant conceded that the Plaintiffs calculations are correct.

However, the parties still disagree as to the interests each owns in the Newberry Timber Tract containing approximately 78 acres.

1. The Defendant claims title through a deed recorded in the Office of the Clerk of Court for Newberry County in Deed Book 482 at page 207 (the "First Deed").
2. The Plaintiff claims title through a subsequent deed executed by Bonnelle G. Yarborough with language to create a life estate in the grantor with remainder in the Plaintiff (the "Second Deed"). The Second Deed is recorded in the Office of the Clerk of Court for Newberry County in Deed Book 2242 at page 183.

The determination of the interests that the parties own in the Newberry Timber Tract depends entirely upon the construction of the First Deed. The effectiveness of the Second Deed turns on whether the interest held by Mrs. Yarborough, under the First Deed, was capable of being conveyed by her to the Plaintiff.

- a. The First Deed is entitled "Joint Tenants with Right of Survivorship".
- b. The granting clause conveys the property from Bonnelle G. Yarborough to "Joel F. Yarborough III and Bonnelle G. Yarborough, for and during their joint lives, and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, in fee simple, together with every contingent remainder and right of reversion." Identical language was used in the habendum clause.

The construction of a clear and unambiguous deed is a question of law for the court. Hammond v. Lindsay, 277 S.C. 182, 284 S.E.2d 581 (1981). The intention of the grantor is to be gleaned from the four corners of the deed, if ascertainable therefrom, and consistent with applicable legal principles; but intention is unavailing to avoid the latter where words of settled legal import are used and contrary principles are encountered. In such cases the intention will be conclusively presumed to accord with the established meaning of the words and to conform to

the fixed rules of construction. Otherwise there would be little stability of land titles. Abbeville County v. Knox, 225 S.E.2d 863, 267 S.C. 38 (1976). Also, see Wilson et al. v. Poston, et al., 129 S.C. 345, 123 S.E. 849 (1924)¹

I conclude that the words of inheritance in the granting clause unambiguously created a tenancy in common with an indestructible right of survivorship ("TIC ROS"). Davis et al. v. Davis et al, 223 S.C. 182, 75 S.E.2d 46 (1953). Smith v. Cutler, 366 S.C. 546, 623 S.E.2d 644 (2005).

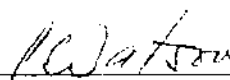
I recognize that the Plaintiff contends that the language of the granting clause in the Deed created a Joint Tenancy with Right of Survivorship ("JT ROS").

- a. She contends that the label on the deed "Joint Tenants with Right of Survivorship" creates an ambiguity. I conclude that no ambiguity is created because the words of inheritance in the granting clause have well established meaning in our jurisprudence and control the interpretation of the Deed.
- b. She also contends that, because the deed was executed in 1998, before the Supreme Court decided Cutler, the grantor and her attorney could not have been aware of how the Supreme Court would construe that language in the future. However, the Supreme Court, in Cutler, did not create TIC ROS as a new estate. Tenancies in Common have long existed under the common law of England, as adopted in this state by S.C. Code 14-1-50. In addition, this specific argument, in a different context, was considered and rejected in Cutler.

¹We have no doubt that it was the intention of the grantors that Jessie M. Wilson should have the fee-simple title to the land, but that, if she died without leaving children, her fee-simple title should terminate and the land should be equally divided among the heirs of the grantors. We concede, however, that this intention, so plainly indicated, cannot be allowed effect, if in so doing the established rules of construction be contravened.

I conclude that there is no genuine issue as to any material facts regarding the construction of the First Deed. The Deed unambiguously creates a Tenancy in Common with an indestructible right of survivorship. The Defendant's motion for summary judgment is granted pursuant to Rule 56, SCRPC. The Plaintiff's motion for summary judgment is denied.

AND IT IS SO ORDERED.



Charles M. Watson Jr., Special Referee

Greenwood, South Carolina

May 25, 2023

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)
)
Lena Sue Yarborough)
)
Plaintiff)
)
vs.)
)
Joel F. Yarborough III)
)
Defendant)
_____)

IN THE COURT OF COMMON PLEAS

2022-CP-36-326

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SC Court of Appeals

ORDER ON RECONSIDERATION

I previously heard Cross Motions for Summary Judgment filed by the Plaintiff and the Defendant regarding the construction of a deed from Bonnelle G. Yarborough to

“Joel F. Yarborough III and Bonnelle G. Yarborough for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion” (the “Words of Inheritance”)

which is recorded in the Office of the Clerk of Court for Newberry County in Deed Book 482 at page 207 (the “Deed”) (italics added).

The Plaintiff contended that the Words of Inheritance in the granting clause created a Joint Tenancy with Right of Survivorship (“JT ROS”) while the Defendant contended that the Words of Inheritance created a Tenancy in Common with Right of Survivorship (“TIC ROS”). The distinction is significant because the Defendant claims ownership of the property through the survivorship provisions of the Deed, while the Plaintiff claims ownership through a subsequent deed which she argues severed the survivorship provision of the Deed and conveyed a one-half interest to her. If the Words of Inheritance created a JT ROS, the Plaintiff’s claim would be valid. If the Words of Inheritance created a TIC ROS, the Plaintiff’s claim would fail.

After considering the arguments presented in the briefs filed by the parties, I found that there was no genuine issue as to any material fact, regarding the estate created and that the Defendant was entitled to judgment as a matter of law, pursuant to Rule 56, SCRCP, since the Words of Inheritance in the granting clause have well established meaning under the law and they unambiguously created a TIC ROS.

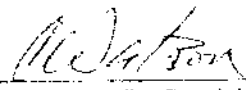
The Plaintiff filed a Motion to Reconsider, Alter or Amend. I have carefully reconsidered my order, in light of the issues raised by the Plaintiff.

1. The Plaintiff urges me to place significant weight on the fact that the title at the top of the deed reads "Joint Tenants with Right of Survivorship". She argues that the title at the top of the deed conclusively expresses the grantor's intent to create a JT ROS rather than a TIC ROS. At the very least, the Plaintiff argues that the title at the top of the deed creates an ambiguity which should be resolved through extrinsic evidence. I disagree.
 - a. While the intent of the grantor is to be given effect, if it can be found within the four corners of the deed, not all clauses within the four corners of the deed are given equal weight. The language of the granting clause is paramount. The subjective intention of the grantor cannot override words that have settled legal meaning.
 - i. Wallace v. Taylor, 127 S.C. 121, 120 S.E. 838 (1924) (The granting clause should contain the nerve, the vital force, of the deed. When the granting clause conveys a complete estate, no other portion of the deed can contradict it).

- ii. Batesburg-Leesville Sch. Dist. No. 3 v. Tarrant, 293 S.C. 442, 445, 361 S.E.2d 343, 345 (Ct.App.1987). (Only if the granting clause is deemed indefinite may the court look to other parts of the deed to ascertain the intent of the grantor).
- iii. Abbeville County v. Knox, 225 S.E.2d 863, 267 S.C. 38 (1976). (The [grantor's] intention will be conclusively presumed to accord with the established meaning of the words and to conform to the fixed rules of construction. Otherwise there would be little stability of land titles).
- iv. Wilson et al. v. Poston, et al., 129 S.C. 345, 123 S.E. 849 (1924) (We have no doubt that it was the intention of the grantors that Jessie M. Wilson should have the fee-simple title to the land, but that, if she died without leaving children, her fee-simple title should terminate and the land should be equally divided among the heirs of the grantors. We concede, however, that this intention, so plainly indicated, cannot be allowed effect, if in so doing the established rules of construction be contravened).
- v. Calling a tenancy by an erroneous name does not prevent the estate from being created. Davis v. Davis, 223 S.C. 182, 75 S.E. 2d 46 (1953).
- b. Even if I were to find the deed ambiguous, no extrinsic evidence of the grantor's intent was presented to me in connection with the Plaintiff's motion for summary judgment.

2. In Smith v. Cutler,¹ the South Carolina Supreme Court interpreted the Words of Inheritance as creating a TIC ROS. The Plaintiff urges me to construe the deed as a JT ROS because it was executed before the Cutler decision. Before Cutler, she argues that no court had ever recognized the Words of Inheritance as creating a TIC ROS. Since the Deed was executed prior to Cutler, she argues that the grantor could not have intended to grant a TIC ROS. I disagree.
 - a. Cutler did not create the estate of TIC ROS. A TIC was an estate recognized at common law.²
 - b. An estate of freehold, during the joint lives of multiple owners, with a contingent remainder in fee to the survivor, was recognized at common law as being completely distinct from a JT.³
 - c. In 1953, long prior to Cutler, our Supreme Court recognized that a right of survivorship could be annexed to a TIC. See Davis v. Davis, supra.

Accordingly, the Plaintiff's motion is denied.



 Charles M. Watson Jr., Special Referee

Dated: June 16, 2023

¹ 366 S.C. 546, 623 S.E.2d 497 (2005).

² See Blackstone's "Commentaries on the Laws of England" (1766) Book 2 at Chapter 12 (IV).

³ See Blackstone's "Commentaries on the Laws of England" updated by George Sharswood (1893), Vol 1, Book 2, Chapter 12(2) at fn 3, citing Hargrave and Butler's Notes on Coke Upon Littleton (1853), page 191, section a, note 1.

Also, see "Littleton's Tenures" edited by Eugene Wambaugh (1903), at page 137.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF NEWBERRY	)	IN THE EIGHTH JUDICIAL CIRCUIT
	)	
Lena Sue Yarborough,	)	Civil Action No. 2022-CP-36-00326
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S MOTION TO
	)	RECONSIDER, ALTER, OR AMEND
	)	AND MEMORANDUM
Joel F. Yarborough, III,	)	IN SUPPORT
	)	
Defendant.	)	
	)	

Plaintiff Lena Sue Yarborough, by and through the undersigned attorneys, hereby moves the Special Referee, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, to reconsider, alter, or amend the Order dated May 25, 2023, granting summary judgment in favor of Defendant Joel F. Yarborough, III, regarding ownership of a parcel of property subject to this Partition Action referred to as the Newberry Timber Tract (the "Order"). Specifically, the Special Referee should alter or amend the Order and deny Defendant's motion for summary judgment, grant Plaintiff's motion for summary judgment, and find that Plaintiff and Defendant each own fifty percent of the Newberry Timber Tract.

RELEVANT PROCEDURAL HISTORY

After Defendant filed his Amended Answer to the Complaint on May 1, 2023, the Special Referee asked which of the four properties subject to this Partition Action the Parties disputed ownership. On May 5, 2023, counsel for Defendant, for the first time, explained what he believed to be the respective ownership interests of the Parties in the four properties, and claimed that his client owned all the Newberry Timber Tract.

The Special Referee ordered the Parties to file motions for summary judgment regarding the Parties' ownership interests. Plaintiff and Defendant filed cross-motions for summary judgment on May 22, 2023, wherein the Parties agreed as to the ownership of all properties except the Newberry Timber Tract. On May 25, 2023, the Special Referee issued the Order granting Defendant's motion for summary judgment and denying Plaintiff's motion for summary judgment as to the ownership of the Newberry Timber Tract, finding Deed 482-207 "unambiguously" conveyed an interest as tenants in common with a right of survivorship that could not be severed by Deed 2242-183. This motion to reconsider, alter, and/or amend the Order addresses this ruling.

STANDARD

A Rule 59(e) motion provides a vehicle through which a party may (1) request that the circuit court reconsider matters properly encompassed in a decision on the merits or "alter or amend" its judgment, or (2) attempt to obtain a ruling on issues or arguments previously raised to the court. *See Elam v. S.C. Dep't Transp.*, 361 S.C. 9, 21–22, 602 S.E.2d 772, 779 (2004). A party may file a Rule 59(e) motion when it believes the court "misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Id.* at 24, 602 S.E.2d at 780.

ARGUMENT

Defendant has not challenged the validity of the life estate deed with a remainder to Plaintiff that Bonnelle G. Yarborough, Plaintiff and Defendant's mother, executed in 2020—Deed 2242-183. Instead, on summary judgment, Defendant argued that he solely owns the Newberry Timber Tract because he contends that Bonnelle executed a prior deed in 1998, (**Exhibit A – Deed 482-207**), and granted the Newberry Timber Tract to herself and Defendant

as tenants in common with a right of survivorship that could not be severed by the 2020 life estate deed. On the other hand, Plaintiff contends Deed 482-207 conveyed a joint tenancy with a right of survivorship that Bonnelle could and did sever in 2020 by executing a life estate deed to herself with a remainder to Plaintiff.

Thus, in this case, the Special Referee was correct that “[t]he determination of the interests that the parties own in the Newberry Timber Tract depends entirely upon the construction of” Deed 482-207. However, the Special Referee’s finding that Deed 482-207 contains “words of inheritance in the granting clause [that] have well established meaning in our jurisprudence” and “unambiguously creates a Tenancy in Common with an indestructible right of survivorship” is erroneous.

In 1998, when Bonnelle executed Deed 482-207, granting her and her son (Defendant) a joint ownership interest in the Newberry Timber Tract, there was no common or statutory law establishing that a conveyance of land “for and during their joint lives, and upon the death of either of them, then to the survivor of them, his or her heirs and assigned forever, in fee simple” was “unambiguously” a tenancy in common with an indestructible right of survivorship. At that time, that language was frequently used under common and statutory law to create a joint tenancy with right of survivorship.

Moreover, in this case, the four corners of Deed 482-207, wherein a mother (Bonnelle) granted the Newberry Timber Tract to herself and her son (Defendant) was specifically titled: “(Warranty Deed) Joint Tenant with Right of Survivorship.” Such circumstance cannot be ignored by the Special Referee when construing the four corners of the Deed. Taken together too, with the fact that the granting clause in Deed 482-207, executed in 1998, was then

commonly used to create a joint tenancy, the Special Referee should conclude that Deed 482-207 unambiguously created a joint tenancy with right of survivorship.

At the very least, under these circumstances, the Special Referee should hold Deed 482-207 is subject to more than one reasonable interpretation, and extrinsic evidence should be considered to determine the intent of the Grantor (Bonnelle). The Supreme Court of South Carolina considered extrinsic evidence as well as the equities at play to interpret the meaning of the same granting clause language in *Smith v. Cutler*, 366 S.C. 546, 623 S.E.2d 644 (2005). Here, extrinsic evidence regarding Bonnelle's intent is clear, and the equities at play in *Cutler*—in a spousal relationship—are not present here. In this case, Bonnelle conveyed the Newberry Timber Tract to herself and Defendant as joint tenants with right of survivorship.

For these reasons more fully discussed below, the Special Referee should fully consider the facts and applicable law in this matter as it existed in 1998 to conclude either (1) that the granting clause in this Deed creates a joint tenancy with right of survivorship, or, (2) at the very least, that the deed on its face is subject to more than one reasonable interpretation. Thus, under the latter option, as the Court did in *Cutler*, the Special Referee should consider extrinsic evidence to determine Bonnelle's intent, which overwhelmingly establishes that she granted to herself and Defendant a joint tenancy with right of survivorship.

- I. **In 1998, the Plain Language of a Conveyance “For and During Their Joint Lives, and Upon the Death of Either of Them, Then to the Survivor of Them, His or Her Heirs and Assigned Forever, in Fee Simple” was Commonly Considered to Create a Joint Tenancy with Right of Survivorship, and Pursuant to the Four Corners of Deed 482-207, the Special Referee should Alter or Amend the Order to Conclude the Same.**

In 1998, ample authority provides that a conveyance of land “for and during their joint lives, and upon the death of either of them, then to the survivor of them, his or her heirs and

assigned forever, in fee simple” was commonly used and known to create a joint tenancy with right of survivorship, not a tenancy in common with an indestructible right of survivorship. *See Free v. Sandifer*, 131 S.C. 232, 237, 126 S.E. 521, 523 (1925) (stating that a deed containing the words “joint” and “survivor” “are apt words for the creation of an estate in joint tenancy”); *see also* S.C. Code Ann. § 62-2-804 (1996) (providing that a deed can create a joint tenancy with right of survivorship, where one party conveys to himself and another person and “expressly provides for a right of survivorship,” and failing to identify any other specific language to that end); Paul W. Dillingham & Claire T. Manning, *To fee or Not to fee, two deed drafting traps created by recent changes in S.C. Law*, S.C. LAWYER, at 39 (Mar. 2007) (stating that, before 2000, “many practitioners attempting to create a survivorship form of ownership, used and followed the language ‘for an during their joint lives and upon the death of either of them, then to the survivor of them, his and her heirs and assigns forever in fee simple’” and others commonly used “as joint tenants with rights of survivorship, and not as tenants in common”); Claire Manning, *Drafting Survivorship Deeds Continues to be a Concern*, available at <https://letstalkdirtsc.com/2018/03/28/drafting-survivorship-deeds-continues-to-be-a-concern/> (last visited June 5, 2023) (explaining that, before *Smith v. Cutler*, the granting clause “for an during their joint lives and upon the death of either of them, then to the survivor of them, his and her heirs and assigns forever in fee simple” and “as joint tenants with rights of survivorship, and not as tenants in common” were both commonly used and “most practitioners did not believe different estates were created by the different language commonly in use [but that] joint tenancy was created in both cases”).

In 2000, when Section 27-7-40 of the South Carolina Code regarding “Creation of a joint tenancy” was enacted to provide that a joint tenancy would be conclusively created by the

familiar words “as joint tenants with rights of survivorship, and not as tenants in common,” the South Carolina General Assembly also recognized that this statutory language was “[i]n addition to any other methods for the creation of a joint tenancy in real estate which may exist by law.” *See also, supra*, Dillingham *et al.*, *To fee or Not to fee*, at 39 (noting that, only after 2000, did most practitioners use the language set out in the statute “as joint tenants with rights of survivorship, and not as tenants in common” to create a joint tenancy with right of survivorship). Accordingly, when Bonnelle executed Deed 482-207 in 1998, there was no magic language approved by common or statutory law by which a deed drafter could clearly and conclusively create a joint tenancy with a right of survivorship, or a tenancy in common with an indestructible right of survivorship for that matter.

In fact, most practitioners were not aware that the granting clause in Deed 482-207 could create a tenancy in common with an indestructible right of survivorship until the Supreme Court issued its opinion in *Smith v. Cutler* in 2005. *See, supra*, Paul W. Dillingham *et al.*, *To fee or Not to fee*, at 48 (“In 1998, “most practitioners did not think different estates were created by the different language” as later suggested by the South Carolina Supreme Court in *Cutler*.”). It was, therefore, error of law for the Special Referee to hold that Deed 482-207’s granting clause “for and during their joint lives and upon the death of either of them, then to the survivor of them, his and her heirs and assigns forever in fee simple” were “words of settled legal import” in 1998 and “unambiguously” created a tenancy in common with an indestructible right of survivorship. Instead, ample authority provides that practitioners commonly used the same granting clause language to create a joint tenancy. Thus, the Special Referee should alter or amend the Order to provide that Deed 482-207 created a joint tenancy with right of survivorship.

This is especially warranted, considering Deed 482-207 is titled, “Warranty Deed (Joint Tenants with Right of Survivorship).” This indicates from the outset of the four corners of the deed that Bonnelle intended to convey to herself and Defendant a joint tenancy with a right of survivorship. The Special Referee cannot, as a matter of law, simply ignore this language. *See Wayburn v. Smith*, 270 S.C. 38, 41–42, 239 S.E.2d 890, 892 (1977) (“[I]n ascertaining such intention the deed must be construed as a whole, and effect given to every part thereof, if such can be done consistently with law.” (citing *Bean v. Bean*, 253 S.C. 340, 170 S.E.2d 654 (1969))). “The effect of a deed is to be ascertained from the language of the instrument as a whole rather than from the words of particular clauses.” 26A C.J.S. *Deeds* § 204; *see also* 26A C.J.S. *Deeds* § 202 (“It is the duty of the court to construe a deed as a whole, and interpreted to give effect to every part of the document, with all the parts considered together.”).

Coupled with the common use of the conveyance of land “for and during their joint lives, and upon the death of either of them, then to the survivor of them, his or her heirs and assigned forever, in fee simple” to create then a joint tenancy with right of survivorship in 1998, the Special Referee should conclude that Deed 482-207 is susceptible to only one reasonable interpretation in this case—an interpretation that comports with the Deed’s title—a joint tenancy with right of survivorship.

II. To the Extent the Granting Clause in Deed 482-207 Could Also Have Been Interpreted as Creating a Tenancy in Common with an Indestructible Right of Survivorship in 1998, then the Four Corners of the Deed are at Least Subject to More Than One Reasonable Interpretation Requiring the Special Referee to Consider Extrinsic Evidence as to the Intent of the Grantor.

To the extent that the granting clause in Deed 482-207 could be interpreted as the Special Referee does, as conveying a tenancy in common with an indestructible right of survivorship, the common and statutory law in South Carolina in 1998 also allowed for the same language to

convey a joint tenancy with right of survivorship. Coupled with the Title of Deed 482-207, “(Warranty Deed) Joint Tenants with Right of Survivorship,” the Special Referee must conclude under these circumstances that Deed 482-207 is at least subject to more than one reasonable interpretation, and thereby requires consideration of extrinsic evidence as to the intent of the grantor. “A [deed] is ambiguous when the terms of the [deed] are reasonably susceptible of more than one interpretation.” *Bluestein v. Town of Sullivan’s Island*, 429 S.C. 458, 462, 839 S.E.2d 879, 881 (2020) (alteration in original) (quoting *S.C. Dep’t of Nat. Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302–03 (2001)). A deed is ambiguous if “it may fairly and reasonably be understood in more ways than one, i.e., when it is obscure in meaning through indefiniteness of expression, or containing words having a double meaning.” *Crystal Pines Homeowners Ass’n Inc. v. Phillips*, 394 S.C. 527, 533, 716 S.E.2d 682, 685 (Ct. App. 2011) (quoting 30 S.C. JUR. *Contracts* § 32 Ambiguity (1999)).

A. The Supreme Court looked to Extrinsic Evidence and Considered the Equities at Play When Interpreting the Same Language in *Smith v. Cutler*.

In *Smith v. Cutler*, our Supreme Court interpreted the same granting clause at issue here in a deed executed by a wife to herself and her husband in 2000. Notably, the deed in *Cutler* like the deed at issue here, was executed after section 62-2-804 of the South Carolina Code was amended in 1996 to allow for a party to convey to herself and another person a joint tenancy with right of survivorship so long as that party “expressly provides for a right of survivorship.” Further, the deed in *Cutler* like the deed at issue here was also executed before section 27-7-40 of the South Carolina Code was enacted in 2001 to provide a method in which a deed could conclusively establish joint tenancies with right of survivorship by use of the language “as joint

tenants with right of survivorship, not as tenants in common,” and where most practitioners thereafter used that language for that purpose.

In *Cutler*, the Court identified that “the question before this Court centers on the type of ownership held by both husband and wife and whether the property is subject to partition.” 366 S.C. at 550, 623 S.E.2d at 647. In interpreting the conveyance, the Court first stated, “the language of the deed clearly indicate[d] that the parties intended to create a right of survivorship.” 366 S.C. at 551, 623 S.E.2d at 647. The Court then went on, however, to determine what type of ownership the husband and wife held together, looking at extrinsic evidence to make that determination. Specifically, the Court stated that the wife *testified* as to her intention in executing the deed: “she wanted to make sure that if she were to predecease [her husband] that he would get the property.” *Id.* at 548 n.1, 623 S.E.2d at 645 n.1. The Court in *Cutler* also noted, in equity, that the wife and the husband “were married and no act, such as filing for divorce, inconsistent with the intent to remain married had been taken. A successful partition action [instituted by husband’s son] would result in a forced sale of the property which had been [wife’s] home since 1958.” *Id.* at 548, 623 S.E.2d at 645–46.

Only after considering this testimony and the equities did the Court conclude that the wife unambiguously intended to create a tenancy in common with a right of survivorship because “the property will go only to the survivor of the parties and the future interest [would] not vest until death of one of the co-owners,” unlike a joint tenancy with a right of survivorship. *Id.* at 551, 623 S.E.2d at 647. The Court did not hold, however, that, outside of the context of a wife and a husband, a conveyance of land “for and during their joint lives and upon the death of either of them, then to the survivor of them, his and her heirs and assigns forever in fee simple” were “words of settled legal import” and “unambiguous” as a matter of law.

Davis v. Davis, 223 S.C. 182, 75 S.E.2d 46 (1953), a case also relied on by the Special Referee, similarly interprets a deed between a husband and a wife as a tenancy in common with a right of survivorship, noting the equitable nature of that result there. The Court in *Davis* and *Cutler* specifically created the estate of tenancy in common with a right of survivorship because South Carolina had abolished tenancy by the entirety, property held between spouses, at that time. *Id.* It makes sense that one spouse may want to grant an *indestructible* right of survivorship to herself and her spouse. In that context, the import of an indestructible future interest is that neither tenant can unilaterally sever the tenancy in common with a right of survivorship without the other tenant's consent. The purpose of this concept, especially at the time *Davis* was decided, is obvious in the context of a husband and wife: "It is to prevent the anomaly of a philandering husband conveying his interest to his girlfriend, resulting in wife and girlfriend becoming cotenants upon his death." Joby C. Castine, *Deeds of Conveyance*, S.C. BAR, at 145 (2019).

In this context, however, Bonnelle granted the Newberry Timber Tract to herself and Defendant, her son. It does not make sense that Bonnelle would intend to grant an indestructible right of survivorship to herself and Defendant. Notably too, for example, the deed in *Cutler* was a conveyance from a wife to herself and her husband and titled: "Warranty Deed (Jointly for Life with Remainder to Survivor)," not a conveyance like at issue in Deed 482-207, from a mother to herself and her son and titled, "Warranty Deed (Joint Tenants with Right of Survivorship)."

For all the reasons above, it is more than reasonable to conclude that Bonnelle granted to herself and Defendant, her son, a joint tenancy with a right of survivorship in 1998, within the four corners of Deed 482-207. To this end, the Special Referee must recognize that the Deed is at least ambiguous on its face. "When intention is not expressed accurately in the [four corners of

the] deed[,] evidence *aliunde* may be admitted to supply or explain it.” *K & A Acquisition Grp., LLC v. Island Pointe, LLC*, 383 S.C. 563, 682 S.E.2d 252, 262 (2009). “The instrument is not thereby varied or contradicted but is explained or corrected.” *Id.* The Special Referee, therefore, erred in at least not concluding that Deed 482-207 was subject to more than one reasonable interpretation and looking to extrinsic evidence to determine the intent of the grantor.

B. Clear Extrinsic Evidence Demonstrates that Bonnelle, as Grantor, Intended to Convey the Newberry Timber Tract to Herself and Defendant as Joint Tenants with Right of Survivorship.

For all the reasons set forth in Plaintiff’s motion for summary judgment, incorporated and adopted fully by reference here, there is clear extrinsic evidence of Bonnelle’s intent to grant a joint tenancy with a right of survivorship to herself and Defendant in Deed 482-207. Therefore, by Bonnelle’s severance of the joint tenancy in 2020, granting herself a life estate with the remainder to Plaintiff in Deed 2242-183, Plaintiff and Defendant now own the Newberry Timber Tract in equal halves as tenants in common.

CONCLUSION

For the reasons stated above, and those stated in Plaintiff’s motion for summary judgment, Plaintiff respectfully requests that the Special Referee reconsider, alter, and/or amend the Order and grant Plaintiff’s motion for summary judgment as to the Newberry Timber Tract. As alleged in the Complaint and proven here and in Plaintiff’s motion for summary judgment, Plaintiff and Defendant each own 50% of the Newberry Timber Tract. Deed 482-207 created a joint tenancy with a right of survivorship that Bonnelle severed by granting a life estate to herself with a remainder to Plaintiff in fee simple. Plaintiff is, therefore, entitled to judgment that she and Defendant each own 50% of the Newberry Timber Tract as a matter of law.

ROBINSON GRAY STEPP & LAFFITTE, L.L.C.

By: s/Beth B. Richardson

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Attorneys for Plaintiff Lena Sue Yarborough

Columbia, South Carolina
June 5, 2023

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit A

*to Plaintiff's Motion to Reconsider, Alter, or Amend
and Memorandum in Support*

Deed 482-207 - Newberry Tract –

Grantor Bonnelle Yarborough

Joint Tenancy with Right of Survivorship in 1998

RETURN TO:
Pope & Higgins
P.O. Box 190
Newberry, SC 29108

0002207 Bk: 0482 Pg: 0207

FILED, RECORDED, INDEXED
9/15/2018 10:43 AM
Rec Fee: 15.00 St Fee: 8.00
Co Fee: 0.00 Page: 1
Clerk of Court
Jackie L. Bowers

WARRANTY DEED
(JOINT TENANTS WITH RIGHT OF SURVIVORSHIP)

(TITLE NOT EXAMINED)

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

KNOW ALL MEN BY THESE PRESENTS, THAT I, Bonnelle G. Yarbrough, in the State aforesaid, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars, love and affection for my son, Joel F. Yarbrough, III, to me in hand paid at and before the sealing of these presents by Joel F. Yarbrough, III in the State aforesaid, County of Newberry, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JOEL F. YARBOROUGH, III AND BONNELLE G. YARBOROUGH for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the County of Newberry, State of South Carolina, in Tax District 705, containing 78 acres, more or less, and being more particularly described as that portion of a certain tract containing 96.875 net acres which lies to the east of Livingston Road, also known as Road S-36-572, and which property is bounded on the north by the 2.3 acre homestead of Bonnelle G. Yarbrough, by property now or formerly of Woodard, by the 1.515 acre homestead of Joel F. Yarbrough, III and by Graham Cemetery Road, and bounded on the east by other property of Bonnelle G. Yarbrough and further on the east by property now or formerly of the Estate of Lizzie Hentz, on the south by property now or formerly of Perry Livingston, Jr. and of Miriam Brown, and on the west by Livingston Road, S-36-572, and by lands of Bobby E. Morse and Geneva G.

Morse and by properties now or formerly of Perry Livingston, and perhaps otherwise. This is a portion of the property which was conveyed to Bonnelle G. Yarborough and Ethel W. Graham as joint tenants with right of survivorship by deed of Ethel W. Graham dated September 24, 1990 and recorded in Deed Book 327 at page 334. Thereafter, Ethel W. Graham died, leaving Bonnelle G. Yarborough as sole owner.

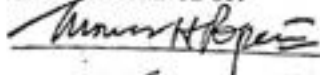
GRANTEE'S ADDRESS: c/o Bonnelle G. Yarborough
1648 Livingston Road
Pomaria, SC 29126

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises mentioned unto the said Joel F. Yarborough, III and Bonnelle G. Yarborough, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, and I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Joel F. Yarborough, III and Bonnelle G. Yarborough as hereinabove provided against me and my Heirs and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my Hand and seal this 14th day of April in the year of our Lord 1998 and in the Two Hundred and Twenty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:





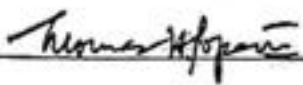
Bonnelle G. Yarborough

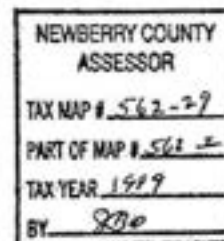
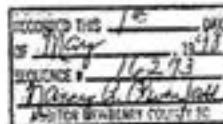
0002207 Bk: 0482 Pg: 0209

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Bonnelle G. Yarborough sign, seal and as her act and deed, deliver the within written Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 14th
day of April, 1998.

 (I.S.) 
Notary Public for South Carolina
My Commission Expires: 8-27-2006



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE EIGHTH JUDICIAL CIRCUIT
COUNTY OF NEWBERRY	)	
Lena Sue Yarborough,	)	Civil Action No. 2022-CP-36-326
	)	
Plaintiff,	)	
	)	
Against,	)	MOTION FOR SUMMARY JUDGMENT
	)	
Joel F. Yarborough, III,	)	
	)	
Defendant.	)	
_____	)	

Defendant Joel F. Yarborough, III, hereby moves for summary judgment under Rule 56, SCRCP, on the grounds that there is no genuine issue of material dispute and that judgment may be made as a matter of law as to the ownership interests of the properties in this civil action.

1. As to the property identified in paragraph 3(b) as 3(b)(22 acres, 1807 Livingston Road) of the Complaint, Defendant agrees with Plaintiff that the parties each own and undivided one-half (1/2) interest to this property.

2. As to property identified in paragraph 3(c) as 3(c)(2.3 acres, 1648 Livingston Road) of the Complaint, Defendant agrees with Plaintiff that Lena Sue Yarborough owns 3/4 and (Defendant) Joel F Yarborough, III, owns 1/4 of the property.

3. As to the property identified in paragraph 4 as 4(143 acres, Fairfield), Defendant agrees with the submission of May 16, 2023, that the "[current ownership] should be 61.1% held by Joel F. Yarborough, III, and a 38.9% interest held by Lena Sue Yarborough."

4. Defendant asserts that the property identified in paragraph 3(a)(78 acre "Newberry County Timber Tract") of the Complaint is the sole property of Defendant Joel F. Yarborough, III.

ARGUMENT

5. Bonnelle Yarborough was granted one-half of the Fairfield property by Deed of her mother, Ethel Graham on October 2, 1990. Ethel Graham retained a one-half interest. Ether Graham died in 1994, leaving Bonnelle as her only heir.

6. On April 14, 1998, in Deed Book 482-207, Bonnelle executed was is titled a "Warrant Deed (Joint Tenants with Right of Survivorship") to Bonnelle Yarborough and Joel F. Yarborough, III. Despite the notation that the deed was a warranty deed with joint right of survivorship, South Carolina did not recognize the joint right of survivorship created in deeds until 2000. Prior to that date, "[in] South Carolina, documents conveying a shared interest in property have generally been construed in favor of tenancies in common." *Herbermont v Thomas*, 15 Chev. Eq. 21 (SC 1939)(cited in *Cutler*). The present matter has been directly addressed in *Smith v Cutler*, 623 SE2d 644 (2005).

7. Just as the time-line of deeds exists between the Yarboroughs, in *Cutler*, the Court wrote "[we] note at the outset that section 27-7-40 cited above and relied on by the court of appeals, creating a joint tenancy with a right of survivorship, was not enacted until after the deed in the current case was executed. As a result, the parties to the deed could not have intended to take advantage of the statute creating the estate of joint tenancy with a right of survivorship."

8. The state supreme court added, "[we] hold that the use of the phrase 'for and during their joint lives and upon the death of either of them, then to the survivor of them' indicates an intention of the parties to share a tenancy in common for life, with cross remainders for life, with remainder in fee to the ultimate survivor."

9. The Deed executed by Bonnelle G Yarborough in Deed Book 482, page 207, also clearly conveys a life estate and remainder interest. The Grantor conveys the property to Joel and herself, "for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion. . . ." This is identical to the granting

language in the Cutler case - "We hold that the use of the phrase 'for and during their joint lives and upon the death of either of them, then to the survivor of them' indicates an intention of the parties to share a tenancy in common for life, with cross remainders for life, with remainder in fee to the ultimate survivor."

10. Bonnelle G. Yarborough passed on March 20, 2022, and Joel F. Yarborough, III, holds the remainder interest to this property. Because this is a life interest created in a tenancy in common, the interest of Bonnelle G. Yarborough was not severable as a joint tenancy created under 27-7-40.

Therefore, Defendant Joel F. Yarborough, III, moves for Summary Judgment as to ownership of the 78 acre tract identified in paragraph 3(a) of the Complaint as the Newberry Timber Tract, is in the sole name Joel F. Yarborough, III. Should the Court find that the property is in fact a joint right of survivorship deed, then Defendant admits that the property would be held 50/50 with Plaintiff Lena Sue Yarborough.

I SO MOVE.

s/ Charles Verner
Attorney for Defendant Joel F. Yarborough, III
1303 Main Street, Suite 304
P. O. Box 484
Newberry, South Carolina 29108
(803) 915-9798
Lawyer@sc.rr.com

May 22, 2023
Newberry, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF NEWBERRY	)	IN THE EIGHTH JUDICIAL CIRCUIT
	)	
Lena Sue Yarborough,	)	Civil Action No. 2022-CP-36-00326
	)	
Plaintiff,	)	
	)	
vs.	)	PLAINTIFF'S MOTION FOR AND
	)	MEMORANDUM IN SUPPORT OF
	)	SUMMARY JUDGMENT AS TO
Joel F. Yarborough, III,	)	OWNERSHIP OF REAL PROPERTY
	)	
Defendant.	)	
	)	

Plaintiff Lena Sue Yarborough, by and through the undersigned attorneys, hereby moves the Court, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, for an Order granting Summary Judgment in her favor as to the parties' ownership of real property subject to this action. This Motion and Memorandum in Support is on the basis that there is no genuine issue as to any material fact and Plaintiff is entitled to a judgment that she owns 50% of the Newberry Tract, 38.9% of the Fairfield Tract, 75% of 1648 Livingston, and 50% of 1807 Livingston, all real property further defined below, as a matter of law.

RELEVANT PROCEDURAL HISTORY

After Defendant filed his Amended Answer to the Complaint on May 1, 2023, the Special Referee inquired as to which of the four properties subject to this Partition Action the parties disputed ownership. On May 5, 2023, counsel for Defendant, for the first time, explained what he believed to be the respective ownership interests of the parties in the four properties. Thereafter, the parties and the Special Referee exchanged several emails over the course of 11 days regarding the issue. During this time, the parties agreed on the Parties' respective

ownership interests in two of the four properties subject to this Partition Action: 1648 Livingston and 1807 Livingston.

On May 16, 2023, Plaintiff submitted official responses to Defendant's arguments regarding ownership interest of the two other properties subject to this Partition Action, the Newberry Tract and the Fairfield Tract. Thereafter, because the parties still disagreed as to ownership interests in these two properties, the Special Referee ordered the parties to file motions for summary judgments regarding these ownership interests. This motion and memorandum in support follows.

STANDARD

The purpose of summary judgment is "to expedite disposition of cases which do not require the services of a factfinder." *S. Glass & Plastics Co. v. Duke*, 367 S.C. 421, 427, 626 S.E.2d 19, 22 (Ct. App. 2005). Summary judgment is proper when "the pleadings . . . 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), SCRCF.

When undisputed facts exist on which reasonable minds cannot differ, summary judgment should be granted if the moving party is entitled to judgment as a matter of law. *Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). Because the Special Referee has asked the parties to both file motions for summary judgment, there will be cross-motions for summary judgment as to the Newberry Timber Tract and the Fairfield Timber Tract. "Where cross motions for summary judgment are filed, the parties concede the issue before [the court] should be decided as a matter of law." *Wiegand v. U.S. Auto. Ass'n*, 391 S.C. 159, 163, 705 S.E.2d 432, 434 (2011).

ANALYSIS

I. 1648 Livingston and 1807 Livingston

The Complaint alleges that Plaintiff owns 3/4 of 1648 Livingston and 1/2 of 1807 Livingston and that Defendant owns 1/4 of 1648 Livingston and 1/2 of 1807 Livingston. Defendant's Amended Answer does not dispute these ownership claims. Further, it is Plaintiff's understanding that the parties, through their respective counsel, admit these allegations. Therefore, Plaintiff asserts she is entitled to judgment as a matter of law as to the allegations in the Complaint, that Plaintiff owns 3/4 of 1648 Livingston and 1/2 1807 Livingston, and Defendant owns 1/4 of 1648 Livingston and 1/2 of 1807 Livingston.

II. Newberry Timber Tract

Defendant does not challenge the validity of the life estate deed with a remainder to Plaintiff that Bonnelle G. Yarborough executed in 2020. Instead, Defendant argues that he solely owns the Newberry Timber Tract because he contends that Bonnelle executed a prior deed in 1998, (**Exhibit A** – Deed 482-207), that granted the Newberry Timber Tract to herself and Defendant a tenancy in common with a right of survivorship that could not be severed by the 2020 life estate deed. Plaintiff contends Deed 482-207 was a joint tenancy with a right of survivorship that Bonnelle could and did sever in the life estate deed to herself with a remainder to Plaintiff.

First, Defendant is mistaken regarding when South Carolina recognized joint tenancies with a right of survivorship. To be sure, in 2000, the General Assembly enacted a statute to specifically provide for them. S.C. Code Ann. § 27-7-40 (Supp. 2004). But, before this time, including in 1998 when the particular deed at issue, Deed 482-207, was granted, “the estate of joint tenancy still existed in South Carolina.” *Smith v. Cutler*, 366 S.C. 546, 551, 623 S.E.2d

644, 647 (2005). In *Cutler*, after one party insisted that joint tenancies with rights of survivorship had been abolished, the Court specifically rejected the argument stating, “joint tenancy has not been entirely abolished. Joint tenancy was disfavored as a rule of construction, but has existed and continues to exist today.” *Id.* at 551 n.4, 623 S.E.2d at 647 n.4 (citing *Herbemont v. Thomas*, 15 Chev. Eq. 21 (S.C. 1839); *Ball v. Deas*, 2 Strob. Eq. 24 (S.C. 1848)). Therefore, it was entirely possible before 2000 to create and hold a joint tenancy with a right of survivorship.

Any question of whether a joint tenancy with a right of survivorship was created would be determined by the intent of the Grantor, in this case, Bonnelle. See *Wayburn v. Smith*, 270 S.C. 38, 41, 239 S.E.2d 890, 892 (1977) (stating that, first and foremost, “the intention of the grantor must be ascertained and effectuated”); *Sandy Island Corp. v. T.S. Ragsdale*, 246 S.C. 414, 420, 143 S.E.2d 803, 806 (1965) (“In construing a deed it is elementary that the cardinal rule of construction is to ascertain and effectuate the intention of the parties, unless that intention contravenes some well settled rule of law or public policy.”). “Moreover, in ascertaining such intention the deed must be construed as a whole, and effect given to every part thereof, if such can be done consistently with law.” *Wayburn*, 270 S.C. at 41–42, 239 S.E.2d at 892 (citing *Bean v. Bean*, 253 S.C. 340, 170 S.E.2d 654 (1969)). “The intention of the grantor must be found within the four corners of the deed.” *K & A Acquisition Grp., LLC v. Island Pointe, LLC*, 383 S.C. 563, 682 S.E.2d 252, 262 (2009). “When intention is not expressed accurately in the deed[,] evidence *aliunde* may be admitted to supply or explain it.” *Id.* “The instrument is not thereby varied or contradicted but is explained or corrected.” *Id.* See also *Bellamy v. Bellamy*, 292 S.C. 107, 111, 365 S.E.2d 1, 3 (Ct. App. 1987) (“When the language in a deed is ambiguous, extrinsic evidence is admissible to aid the court in determining the grantor’s intentions.”).

Within the four corners of Deed 482-207, it is clear and unambiguous that Bonnelle entitled the Deed, “Joint Tenancy with Right of Survivorship.” The Supreme Court’s interpretation of granting language in *Smith v. Cutler*, identical to the granting language in Deed 482-207, should not negate this clearly stated intention. First and foremost, Bonnelle signed and delivered Deed 482-207 in 1998. *Cutler* interpreted the granting clause language identical to Deed 482-207 in 2005, nearly seven years later. Bonnelle, and her able counsel at the time,¹ therefore, were not aware of how the Supreme Court would interpret the granting language at issue in *Cutler*. Second, the deed title in *Cutler* is notably very different from the case here. (**Exhibit B** – Deed recorded in Orangeburg County at Deed Book 826 Page 249). The *Cutler* deed provided for a “Warranty Deed (Jointly for Life with Remainder to Survivor).” Whereas Deed 482-207 plainly provides for a “Warranty Deed (Joint Tenants with Right of Survivorship).” This difference matters because it demonstrates clear intent within the four corners of Deed 482-207 that Bonnelle intended to create a joint tenancy with a right of survivorship, not a tenancy in common with a right of survivorship like the title of the deed at issue in *Cutler* suggests.

While the four corners of Deed 482-207 are clear and unambiguous, if somehow *Cutler*, a case interpreting granting clause language seven years later, can create ambiguity within the four corners of Deed 482-207 titled “Joint Tenants with Right of Survivorship,” then the Special Referee must look to other evidence of Bonnelle’s intent that may be admitted to supply or explain it. *K & A Acquisition Grp.*, 383 S.C. 563, 682 S.E.2d at 262. “A [deed] is ambiguous

¹ Thomas H. Pope, III prepared this deed for Bonnelle and also signed as a witness to Bonnelle’s execution and delivery of the deed. Tom Pope has been a practicing attorney for over 45 years, a fellow in the American College of Trial Lawyers, listed as a Super Lawyer since its inception, and previously served as a member of the South Carolina Senate from 1984-1992.

when the terms of the [deed] are reasonably susceptible of more than one interpretation.” *Bluestein v. Town of Sullivan’s Island*, 429 S.C. 458, 462, 839 S.E.2d 879, 881 (2020) (alteration in original) (quoting *S.C. Dep’t of Nat. Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302–03 (2001)). “When the [deed] is ambiguous the court may take into consideration the circumstances surrounding its execution in determining the intent.” *Id.* (alteration in original) (quoting *Williams v. Teran, Inc.*, 266 S.C. 55, 59, 221 S.E.2d 526, 528 (1976)).

Notably, in this case, Bonnelle would have specifically known the difference between a Deed entitled “Warranty Deed (Jointly for Life with Remainder to Survivor),” as was the case in *Cutler*, and Deed 482-207 entitled “Warranty Deed (Joint Tenants with Right of Survivorship).” Bonnelle came to own the Newberry Timber Tract after her mother, Ethel Graham, died in 1994.² Ethel Graham originally conveyed the Newberry property to Bonnelle and herself in Deed 327-334 titled, “Warranty Deed (Jointly for Life with Remainder to Survivor)” in 1990. (**Exhibit C** – Deed 327-334). When Bonnelle granted the Newberry property to herself and Defendant as “Joint Tenants with Right of Survivorship” in 1998 in Deed 482-207, therefore, Bonnelle did not provide for that language in the title of the deed. Instead, while represented by able counsel, Bonnelle expressly titled Deed 482-207, “Joint Tenants with Right of Survivorship.”

Moreover, by severing the joint tenancy in 2020, and granting herself a life estate with the remainder to Plaintiff in Deed 2242-183, (**Exhibit D** – Deed 2242-183), Bonnelle could not have expressed any more clear and convincing evidence of what she intended to do as Grantor in the former deed, Deed 482-207. While Defendant urges the Special Referee to look only to the

² Defendant’s statement that Ethel Graham died in 1990 is in error. She passed away in 1994.

granting clause, in ascertaining the grantor's intent, "the deed must be construed as a whole, and effect given to every part thereof, if such can be done consistently with law." *Wayburn*, 270 S.C. at 41–42, 239 S.E.2d at 892. One cannot ignore the title of Deed 482-207 "Joint Tenants with Right of Survivorship," or the Grantor's treatment of Deed 482-207 thereafter when executing Deed 2242-183 in 2020.

There is other very persuasive evidence of Bonnelle's intent to create a joint tenancy with a right of survivorship in Deed 482-207 too. At the very same time Bonnelle granted herself a life estate with a remainder in fee simple to Plaintiff in the Newberry Timber Tract in Deed 2242-183, she also granted herself a life estate with a remainder to Plaintiff in 1807 Livingston. (**Exhibit E** – Deed 2242-180). These deeds were executed simultaneously in 2020. Notably, before this time, Bonnelle held 1807 Livingston with Defendant as "Title to Real Estate Joint Tenancy with Right of Survivorship."³ (**Exhibit F** – Deed 576-221). At the time of granting herself a life estate in the Newberry tract in 2020, therefore, Bonnelle considered the joint tenancy related to 1807 Livingston expressed in Deed 576-221 the same kind of tenancy as expressed in Deed 482-207. And, again Bonnelle knew the difference between "Joint Tenants with Right of Survivorship" and "Jointly for Life with Remainder to Survivor" as her mother, Ethel Graham, had granted 1807 Livingston to Bonnelle in this manner in 1990 in Deed 327-334. (**Exhibit G** – Deed 327–334).

³ The title in Deed 562-16 is the same as the Title in Deed 482-207, stating simply: "Joint Tenancy with Right of Survivorship." The granting language in Deed 562-16 is different, stating "Bonnelle G. Yarborough and Joel F. Yarborough, III as Joint Tenants with Right of Survivorship and not Tenants in Common." Notably, Bonnelle executed Deed 576-221 in 2001, after the General Assembly enacted section 27-7-40(a), requiring the language "not as tenants in common" to be inserted after any creation of a joint tenancy with a right of survivorship. Whereas, Deed 482-207, at issue here, was executed in 1998, three years before the General Assembly enacted section 27-7-40(a), and seven years before the Supreme Court issued its opinion in *Cutler* interpreting the granting clause language at issue there.

Similarly, the same can be said for the relationship between the parties to the Fairfield Timber Tract. In 2020, Bonnelle granted herself a life estate with a remainder in fee simple to Plaintiff in the Fairfield Timber Tract. (**Exhibit H** – Deed 1432-195). Before that time, Bonnelle held the Fairfield Timber Tract with Defendant as “Joint Tenancy with Rights of Survivorship”⁴ as shown in Deed RJ-345. (**Exhibit I** – Deed RJ-345). Therefore, in 2020, Bonnelle clearly thought her ownership interest expressed in the Newberry Timber Tract was identical to her ownership interests in 1807 Livingston and the Fairfield Timber Tract, all joint tenancies with a right of survivorship that could be severed unilaterally.

It is important to note too that the facts in *Cutler* are significantly distinguishable from the facts of the instant case. In *Cutler*, the wife granted the property to herself and her new husband. 366 S.C. at 548, 623 S.E.2d at 645–46. Shortly after her husband had become incapacitated and “[d]ue to conflict between the families,” the husband’s son brought the partition action. *Id.* The Court noted “[the wife], a woman in her seventies, and [husband], a man in his eighties, married in June 2000. The property at issue was bought by [the wife] and owned by her most of her adult life. No other person owned an interest in the property until after the marriage when [the wife] deeded a share to [the husband].” *Id.* at 548 n.1, 623 S.E.2d at 645 n.1. The Court, therefore, was clearly sympathetic to the fact that “[a] successful partition action

⁴ Bonnelle executed this deed in 2002. Again, the title in Deed RJ-345 is the same as the title in Deed 482-207, stating simply: “Joint Tenancy with Right of Survivorship.” The granting language in Deed RJ-345 is different, stating “Bonnelle G. Yarborough and Joel F. Yarborough, III as Joint Tenants with Right of Survivorship and not Tenants in Common.” Notably, Bonnelle executed Deed RJ-345 in 2002, after the General Assembly enacted section 27-7-40(a), requiring the language “not as tenants in common” to be inserted after any creation of a joint tenancy with a right of survivorship. Whereas, Deed 482-207, at issue here, was executed in 1998, four years before the General Assembly enacted section 27-7-40(a), and seven years before the Supreme Court issued its opinion in *Cutler* interpreting the granting clause language at issue there.

would result in a forced sale of the property which had been Petitioner's home since 1958." *Id.* at 548, 623 S.E.2d at 646.

Further, aside from the title of the Deed in *Cutler* being titled, "Warranty Deed (Jointly for Life with Remainder to Survivor)," the Court also looked to extrinsic evidence to interpret the meaning of the granting clause, noting that the wife *testified* that she granted the property as she did because "she wanted to make sure that if she were to predecease [the husband] that he would get the property." *Id.* at 548 n.1, 623 S.E.2d at 645 n.1. Therefore, there was extrinsic evidence that the wife in *Cutler* did not intend to create a joint tenancy with a right of survivorship and allow for anyone to force the sale of her home under her feet by severing the tenancy.

In conclusion, Bonnelle understood joint tenancies with rights of survivorship, as she granted this tenancy herself and Defendant respecting 1807 Livingston and the Fairfield Tract discussed above too. In executing Deed 482-207 (Newberry) in 1998, Deed 562-16 (1807 Livingston) in 2001, and Deed RJ-345 (Fairfield) in 2002, Bonnelle entitled each Deed "Joint Tenancy with Right of Survivorship." Bonnelle's intent in this regard can be contrasted with her mother's 1990 conveyances to Bonnelle and herself the Newberry property in Deed 327-334 and 1807 Livingston in Deed 327-334, using the title, "Warranty Deed (Jointly for Life with Remainder to Survivor)." When coupled with Bonnelle's execution of Deed 2242-177 (Newberry), Deed 2242-180 (1807 Livingston), and Deed 1432-195 (Fairfield), all granting herself a life estate with the remainder in fee simple to Plaintiff and thereby severing the joint tenancies, there could not be any more clear and unambiguous facts and circumstances demonstrating that Bonnelle Yarborough, as Grantor, expressly intended to create a "Joint Tenancy with Right of Survivorship" in Deed 482-207.

Therefore, because Defendant does not dispute that if Deed 482-207 is a joint tenancy with a right of survivorship deed, then Plaintiff owns 50% of the Newberry Timber Tract, Plaintiff is entitled to judgment that she has a 50% interest in the Newberry Timber Tract as a matter of law.

III. Fairfield Timber Tract

Upon close review of Defendant's Fairfield Fractional Analysis, it appears that Defendant's calculations are slightly off. Defendant's counsel calculated that Plaintiff was entitled to 11/36 and Defendant was entitled to 25/36 of the Fairfield Timber Tract, leaving the Plaintiff and Defendant, 30.6% and 69.4%, respectively. However, based on Plaintiff's calculations, Plaintiff is entitled to 7/18 and Defendant is entitled to 11/18 of this tract. Stated another way, Plaintiff owns 38.9% and Defendant owns 61.1% of the Fairfield Timber Tract.

The titles and Orders referenced below are attached as **Exhibit J**.

Our fractional analysis thus bears out as follows:

TMS No. 194-00-02-010

143.11 AC

Tract C

Plat Book 513, Page 929

Estate of Joel F. Yarborough, Jr. (died intestate 1/11/1949)

Resulting Ownership Interest:

Grady A. Yarborough - 1/14

Lawrence H. Yarborough - 1/14

H.S. Yarborough - 1/7

Mary L. Yarborough - 1/7

Lottie F. Plowman - 1/7

James H. Yarborough - 1/7

Bessie Wood - 1/7

Katie Coleman - 1/7

J.F. Yarborough, Jr. - 1/7

J.F. Yarborough, Jr. (died testate 10/06/1987) (“Estate of JFY”), and devised 1/2 interest to Bonnelle, with a remainder to his living siblings to “Share & Share Alike.”

Resulting Ownership Interests by Court Order:

Bonnelle - 1/3 of 1/7

Defendant (born after the will) - 1/4 of 1/7

Plaintiff (born after the will) - 1/4 of 1/7

Interests as of 6/29/1990 – By Court Order

- Lawrence Yarborough = 1/14
- Grady Yarborough = 1/14
- James H. Yarborough = 1/7 + 1/30 (Estate of JFY)
- Mary Louise Yarborough = 1/7 + 1/30 (Estate of JFY)
- Lottie Y. Plowman = 1/7 + 1/30 (Estate of JFY)
- Katie Y. Coleman = 1/7 + 1/30 (Estate of JFY)
- Bessie Y. Wood = 1/7 + 1/30 (Estate of JFY)
- Bonnelle = 1/21
- Defendant = 1/28
- Plaintiff = 1/28

By separate settlement between the above parties, the interests changed as follows:

- Bonnelle = 2/9 as Tenant in Common (“T.I.C.”)
- Defendant = 2/9 T.I.C.
- Plaintiff = 2/9 T.I.C.
- Adele Pope = 3/9 (1/3 interest) T.I.C.

Plaintiff and Defendant agree on the fractional analysis of the Fairfield Timber Tract until this point. It appears Defendant fails to keep the tenants in common interests and the joint tenants with a right of survivorship interests separate from here on. Defendant’s fractional analysis separates into 7/18 to Bonnelle, 7/18 to Defendant, and 4/18 to Plaintiff without distinguishing between the types of tenancies.

At *Deed Book RH, Page 53 (Recorded 11/28/2001)*, after the joint tenancy with a right of survivorship statute was enacted, Adele Pope conveyed her 1/3 interest to Bonnelle and Defendant as joint tenants with a right of survivorship.

Resulting Ownership Interest

Plaintiff = 2/9 T.I.C.

Bonnelle = 2/9 T.I.C.

Defendant = 2/9 T.I.C.

Defendant & Bonnelle = 1/3 JTROS or 3/9 in JTROS

Defendant further breaks out Defendant's analysis into 36ths interests after 2001 when there is no need to do so.

At *Deed Book RJ, Page 345 (Recorded 1/22/2002)*, Bonnelle conveyed her 2/9 interest received from Deed Book MU, Page 338 and Deed Book MU, Page 64 to herself and Defendant as joint tenants with a right of survivorship.

Resulting Ownership Interest

Plaintiff = 2/9 T.I.C.

Bonnelle & Defendant = 2/9 JTROS from RJ/345 (after 2000 JTROS Statute)

Bonnelle & Defendant = 3/9 JTROS from Adele Pope Deed Book RH, Page 53 (after 2000 JTROS Statute)

Defendant = 2/9 T.I.C.

After the Consent Order on January 7, 2008, title to the property was held as follows:

- Plaintiff = 2/9 T.I.C. to be conveyed by Special Referee to Defendant and Bonnelle
- Defendant = 2/9 T.I.C.
- Bonnelle & Defendant = 5/9 JTROS

Thereafter, Plaintiff's 2/9 tenant in common interest was conveyed by a special referee to Bonnelle and Defendant, as tenants in common, by *Deed Book 897, Page 72 (Recorded on 3/14/2008)*.

Resulting Ownership Interest

Bonnelle & Defendant = 5/9 JTROS or 10/18 JTROS

Defendant = 2/9 + 1/9 of Plaintiff in T.I.C. = 3/9 or 6/18 T.I.C.

Bonnelle = 1/9 of Plaintiff in T.I.C. = 1/9 or 2/18 T.I.C.

At *Deed Book 1432, Page 195 (Recorded 10/15/2010)*, Bonnelle conveyed all her interest in the property reserving a life estate to herself with a remainder in fee simple interest to Plaintiff upon her death, severing the joint tenancy with a right of survivorship between Bonnelle and

Defendant. Therefore, upon Bonnelle's death, Plaintiff received Bonnelle's $\frac{1}{9}$ tenant in common interest, or $\frac{2}{18}$ interest in the property, and $\frac{2.5}{9}$ interest previously held as a joint tenant with a right of survivorship interest, or $\frac{5}{18}$ interest in the property.

Consequently, Plaintiff now hold $\frac{7}{18}$ interest in the Fairfield Timber Tract as a matter of law.

CONCLUSION

For the reasons stated above, Plaintiff respectfully requests an Order granting Summary Judgment in her favor. There is no genuine issue of material fact left for trial. As alleged in the Complaint and admitted in the Amender Answer, Plaintiff owns $\frac{3}{4}$ of 1648 Livingston and $\frac{1}{2}$ of 1807 Livingston and that Defendant owns $\frac{1}{4}$ of 1648 Livingston and $\frac{1}{2}$ of 1807 Livingston. Moreover, as alleged in the Complaint, Plaintiff owns 50% of the Newberry Timber Tract. Deed 482-207 was a joint tenancy with a right of survivorship deed that Bonnelle severed by granting a life estate to herself with a remainder to Plaintiff in fee simple. Plaintiff is, therefore, entitled to judgment that she owns 50% of the Newberry Timber Tract as a matter of law. Further, Defendant's fractional calculation of the ownership interest of the Fairfield Timber Tract is inaccurate, and Plaintiff is entitled to judgment that that she owns 38.9% of the Fairfield Timber Tract as a matter of law.

(Signature Page Follows)

ROBINSON GRAY STEPP & LAFFITTE, L.L.C.

By: s/Beth B. Richardson

Beth Richardson (SC Bar No. 69552)
Sarah C. Frierson (SC Bar No. 104643)
brichardson@robinsongray.com
sfrierson@robinsongray.com
2151 Pickens Street
Post Office Box 11449
Columbia, South Carolina 29211
(803) 929-1400

Attorneys for Plaintiff Lena Sue Yarborough

Columbia, South Carolina
May 22, 2023

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit A

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Deed 482-207 - Newberry Tract –

Grantor Bonnelle Yarborough

Joint Tenancy with Right of Survivorship in 1998

RETURN TO:
Pope & Rodgers
P.O. Box 190
Newberry, SC 29108

0002207 Bk: 0482 Pg: 0207

FILED, RECORDED, INDEXED
04/15/2018 02:43P
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Page: 3
Clk of Court
Jackie G. Owens

**WARRANTY DEED
(JOINT TENANTS WITH RIGHT OF SURVIVORSHIP)**

(TITLE NOT EXAMINED)

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

KNOW ALL MEN BY THESE PRESENTS, THAT I, Bonnelle G. Yarborough, in the State aforesaid, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars, love and affection for my son, Joel F. Yarborough, III, to me in hand paid at and before the sealing of these presents by Joel F. Yarborough, III in the State aforesaid, County of Newberry, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said JOEL F. YARBOROUGH, III AND BONNELLE G. YARBOROUGH for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the County of Newberry, State of South Carolina, in Tax District T05, containing 78 acres, more or less, and being more particularly described as that portion of a certain tract containing 96.875 net acres which lies to the east of Livingston Road, also known as Road S-36-572, and which property is bounded on the north by the 2.3 acre homeplace of Bonnelle G. Yarbrough, by property now or formerly of Woodard, by the 1.515 acre homeplace of Joel F. Yarbrough, III and by Graham Cemetery Road, and bounded on the east by other property of Bonnelle G. Yarbrough and further on the east by property now or formerly of the Estate of Lizzie Henz, on the south by property now or formerly of Perry Livingston, Jr. and of Miriam Brown, and on the west by Livingston Road, S-36-572, and by lands of Bobby E. Morse and Geneva G.

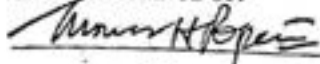
Morse and by properties now or formerly of Perry Livingston, and perhaps otherwise. This is a portion of the property which was conveyed to Bonnelle G. Yarborough and Ethel W. Graham as joint tenants with right of survivorship by deed of Ethel W. Graham dated September 24, 1990 and recorded in Deed Book 327 at page 334. Thereafter, Ethel W. Graham died, leaving Bonnelle G. Yarborough as sole owner.

GRANTEE'S ADDRESS: c/o Bonnelle G. Yarborough
1648 Livingston Road
Pomaria, SC 29126

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining. TO HAVE AND TO HOLD, all and singular, the said Premises mentioned unto the said Joel F. Yarborough, III and Bonnelle G. Yarborough, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, and I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Joel F. Yarborough, III and Bonnelle G. Yarborough as hereinabove provided against me and my Heirs and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my Hand and seal this 14th day of April in the year of our Lord 1998 and in the Two Hundred and Twenty-second year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:





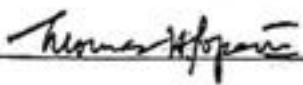
Bonnelle G. Yarborough

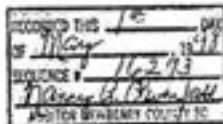
0002207 Bk: 0482 Pg: 0209

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Bonnelle G. Yarborough sign, seal and as her act and deed, deliver the within written Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 14th
day of April, 1998.

 (I.S.) 
Notary Public for South Carolina
My Commission Expires: 8-27-2000



NEWBERRY COUNTY ASSESSOR
TAX MAP # 562-29
PART OF MAP # 562-2
TAX YEAR 1999
BY 200

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit B

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Deed 826-249 - Cutler Case

Grantor Joanne Rucker Jointly for Life
with Remainder to Survivor in 2000

Exempt

2000/3504

W **TITLE NOT CERTIFIED NOR INVESTIGATED BY WILLIAMS AND WILLIAMS**

GAIL L. LEE
REGISTERED DEEDS
ORANGEBURG, CO., SC.
00 000
PM 9 08

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

WARRANTY DEED
(Jointly for Life with Remainder to Survivor)

KNOW ALL MEN BY THESE PRESENTS THAT, I, JOANNE RUCKER, now known as JOANNE RUCKER SMITH, in the State aforesaid, for and in consideration of the sum of FIVE AND NO/100 (\$5.00) DOLLARS, LOVE AND AFFECTION, to me paid by JOANNE RUCKER SMITH AND ERNEST J. SMITH SR., in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said JOANNE RUCKER SMITH AND ERNEST J. SMITH, SR. for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion, the following described property:

ALL MY RIGHT, TITLE, AND INTEREST IN AND TO
THE FOLLOWING DESCRIBED REAL ESTATE:

All that certain piece, parcel, or lot of land, situate, lying, and being in Old School District No. 64, Woodford, County of Orangeburg, State of South Carolina, containing a lot, all buildings, and improvements thereon, said lot measuring on the front one hundred (100) feet, more or less; on the rear one hundred (100) feet, more or less, and on the respective sidelines one hundred twenty-five (125) feet, more or less, bounded on the NORTH by property now or formerly of J.A. Axson, on the EAST and on the SOUTH by property now or formerly of Annie Knotts, and on the WEST by St. John Street.

Being the same property conveyed to Joanne Rucker by deed of South Carolina Methodist Home for the Aging dated June 6, 1958, recorded June 20, 1958 in the office of the RMC for Orangeburg County in Deed Book 217 at page 480.

TMS # 0062-11-05-001.000

291020

0440
"0062-11"
23
ENTERED IN THE OFFICE OF THE REGISTER
JANUARY 10, 2023
COUNTY OF ORANGEBURG

8826P60249

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit C

*to Plaintiff's Motion for and Memorandum in Support
of Summary Judgment as to Ownership of Real
Property*

Deed 327-334 - Newberry Tract -
Grantor Ethel Graham Jointly
for Life with Remainder to
Survivor in 1990

Deed Book 327 page 334

03916

Filed this OCT 2 1990Book 327 Page 334

Clerk of Court, Newberry Co., S. C.

By Jackie A. Bainman (SR)

STATE OF SOUTH CAROLINA :
COUNTY OF NEWBERRY : WARRANTY DEED
(JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR)

KNOW ALL MEN BY THESE PRESENTS, THAT I, Ethel W. Graham, of the County of Newberry, in the State aforesaid, for and in consideration of the sum of Five (\$5.00) Dollars, to me in hand paid at and before the sealing of these presents by Ethel W. Graham and Bonnelle G. Yarborough, Route 1, Box 317, Pomeria, South Carolina 29126, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said Ethel W. Graham and Bonnelle G. Yarborough, for and during their joint lives and upon the death of either of them, then to the survivor of them, her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Newberry, State of South Carolina, containing 100.69 acres, more or less, being bounded on the east by properties of Bonnelle G. Yarborough, Perry E. Livingston, Jr., and others, bounded on the south by lands of Perry E. Livingston, Jr., bounded on the west by properties of Bobby Eugene and Geneva Graham Morse, properties of Ethel W. Rikard and properties of Larry D. Wessinger, bounded on the northwest by properties of Sara Lombeck Boland and on the north by properties of Bonnelle Graham Yarborough, Highway 667, and properties of Joel Yarborough, III. Said property is bisected by S. C. Highway 572. Said property is located in Tax District No. 5 Outside and is designated as Tax Map No. 562-2.

SAVING AND EXCEPTING: (a) 2.3 acres, more or less, conveyed to Bonnelle G. Yarborough and J. F. Yarborough in Deed Book 77 at page 159, and (b) 1.515 acres, more or less, conveyed to Joel Yarborough, III, in Deed Book 159 at page 170.

This is the identical property conveyed to Ethel W. Graham by Deed of Distribution of Ethel W. Graham and Bonnelle G. Yarborough, as Personal Representatives of the Estate of Felix Daniel Graham, Deceased, dated June 6, 1989, and recorded in the office of the Clerk of Court for Newberry County in Deed Book 305 at page 297. See Probate Court Case Number 88ES3500161.

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

RECORDED THIS 3 DAY OF October 1990
BY Nancy P. Davis CLERK
COUNTY OF NEWBERRY, S.C.

Page 1.

NEWBERRY COUNTY ASSESSOR
TAX MAP # 562-2
PART OF MAP # ---
TAX YEAR 1991
JIMIE B. DIXON, JR., ASSESSOR
BY AK

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Ethel W. Graham and Bonnelle G. Yarbrough for and during their joint lives and upon the death of either of them then to the survivor of them her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, and I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Ethel W. Graham and Bonnelle G. Yarbrough as hereinabove provided against me and my Heirs and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 24th day of Sept. in the year of our Lord one thousand nine hundred and ninety and in the two hundred and fifteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Lin Klaton
Bonnie W. Welborn

Ethel W. Graham SEN.
ETHEL W. GRAHAM
CLERK OF COURT
FILED
NEWBERRY COUNTY
SEP 2 10 30 AM '90

STATE OF SOUTH CAROLINA :
COUNTY OF NEWBERRY :

Personally appeared before me Lin Klaton and made oath that he saw the within-named Ethel W. Graham sign, seal, and as her act and deed, deliver the within-written Deed; and that he with Bonnie W. Welborn witnessed the execution thereof.

SWORN to before me this 24th day
of Sept. 1990.

Bonnie W. Welborn P.S.
Notary Public for South Carolina;
My Commission expires November 21, 1990.

Lin Klaton

Return to:

Page 2.

MARVIN F. KITTRELL
1425 GRIFFITH PARK
NEWBERRY, SC 29108

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit D

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Deed 2242-183 - Newberry Timber Tract
Grantor Bonnelle Yarborough Life Estate
with Remainder to Plaintiff in 2020

Deed Prepared By:
J. Dowd Nichols, Esq.
PO Box 836
Newberry, SC 29108

202000054903 EXEMPT
Filed for Record in
NEWBERRY COUNTY, SC
ELIZABETH P. FOLK, CLERK OF COURT
10-09-2020 At 02:57 pm.
DEED 15.00
SC .00
NEWBERRY .00
DR Book 2242 Page 183 - 185

_____Space above this line for recording information_____

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

DEED TO REAL ESTATE
Title Search Not Performed

COPY

KNOW ALL MEN BY THESE PRESENTS, that BONNELLE G. YARBOROUGH (hereinafter referred to as "Grantor"), for and in consideration of the sum of FIVE AND 00/100 (\$5.00) Dollars to it in hand paid at and before the sealing of these presents, by LENA SUE YARBOROUGH hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, granted, bargained, sold and released, subject to the rights, easements and restrictions hereinafter set out or reserved in the deed unto BONNELLE G. YARBOROUGH, A LIFE ESTATE FOR THE REST OF HER NATURAL LIFE, AND UPON HER DEATH, ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY SHALL AUTOMATICALLY VEST IN THE REMAINDERMAN, LENA SUE YARBOROUGH, her heirs, successors, and assigns forever, the Grantor's interest in the following described property:

PROPERTY DESCRIPTION ATTACHED AS EXHIBIT "A".

Grantee's Address: 1648 Livingston Road
Pomaria, South Carolina 29126

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs, Successors and Assigns against themselves and their successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this 7th day of October 2020.

Ramona J. Skealy
Witness 1

Bonnelle G. Yarborough
Bonnelle G. Yarborough

Jennifer Dowd Nichols
Witness 2

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

ACKNOWLEDGMENT

I, Jennifer Dowd Nichols, a notary public for the State of South Carolina, do hereby certify that Bonnelle G. Yarborough, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7th day of October 2020.

Jennifer Dowd Nichols
Notary Public for South Carolina
My commission expires: 10/2/2028

Submitted for recording by:
NICHOLS & PRICE
PO Drawer 836
Newberry, South Carolina 29108

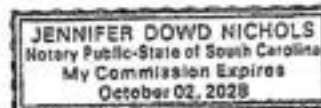


EXHIBIT APROPERTY DESCRIPTION

All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the County of Newberry, State of South Carolina, in Tax District 70S, containing 78 acres, more or less, and being more particularly described as that portion of a certain tract containing 96.875 net acres which lies to the East of Livingston Road, also known as Road S-36-572, and which property is bounded on the north by the 2.3 acre, homestead of Bonnelle G. Yarborough, by property now or formerly of Woodard, by the 1.515 acre homestead of Joel F. Yarborough, III and by Graham Cemetery Road, and bounded on the East by other property of Bonnelle G. Yarborough, and further on the East by property now or formerly of the Estate of Lizzie Hentz, on the South by property now or formerly of Perry Livingston, Jr. and of Miriam Brown, and on the West by Livingston Road, S-36-572, and by lands of Bobby E. Morse and Geneva G. Morse and by properties now or formerly of Perry Livingston, and perhaps otherwise.

DERIVATION: This is the same property conveyed to Bonnelle G. Yarborough and Ethel W. Graham as joint tenants with right of survivorship by deed of Ethel W. Graham dated September 24, 1990 and recorded in Deed Book 327 at page 334. Ethel W. Graham died on March 15, 1994. Thereafter, Bonnelle G. Yarborough conveyed said property to Joel F. Yarborough, III and Bonnelle G. Yarborough by deed dated April 14, 1998 and recorded in the Office of the Clerk of Court dated April 15, 1998 in Deed Book 482 at page 207.

TMS#: 562-29

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit E

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Book 2242 Page 180-182 - 1807 Livingston Deed
Life Estate with Remainder to Plaintiff in 2020

Deed Prepared By:
J. Dowd Nichols, Esq.
PO Box 836
Newberry, SC 29108

202000056902 EXEMPT
Filed for Record in
NEWBERRY COUNTY, SC
ELIZABETH F. FOLK, CLERK OF COURT
10-09-2020 At 02:57 pm.
DEED 15.00
SC .00
NEWBERRY .00
OR Book 2242 Page 180 - 182

Space above this line for recording information

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

DEED TO REAL ESTATE
Title Search Not Performed

COPY

KNOW ALL MEN BY THESE PRESENTS, that **BONNELLE G. YARBOROUGH** (hereinafter referred to as "Grantor"), for and in consideration of the sum of **FIVE AND 00/100 (\$5.00) Dollars** to it in hand paid at and before the sealing of these presents, by **LENA SUE YARBOROUGH** hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, granted, bargained, sold and released, subject to the rights, easements and restrictions hereinafter set out or reserved in the deed unto **BONNELLE G. YARBOROUGH, A LIFE ESTATE FOR THE REST OF HER NATURAL LIFE, AND UPON HER DEATH, ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY SHALL AUTOMATICALLY VEST IN THE REMAINDERMAN, LENA SUE YARBOROUGH**, her heirs, successors, and assigns forever, the Grantor's interest in the following described property:

PROPERTY DESCRIPTION ATTACHED AS EXHIBIT "A".

Grantee's Address: 1648 Livingston Road
Pomaria, South Carolina 29126

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs, Successors and Assigns against themselves and their successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this 17th day of ~~September~~ ^{October} 2020.

Ramona J. Shealy
Witness 1

Bonnelle G. Yarborough
Bonnelle G. Yarborough

Jennifer Dowd Nichols
Witness 2

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF NEWBERRY

Jennifer Dowd Nichols, a notary public for the State of South Carolina, do hereby certify that Bonnelle G. Yarborough, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 17th day of ~~September~~ ^{October} 2020.

Jennifer Dowd Nichols
Notary Public for South Carolina
My commission expires: 10/2/2028

Submitted for recording by:
NICHOLS & PRICE
PO Drawer 836
Newberry, South Carolina 29108

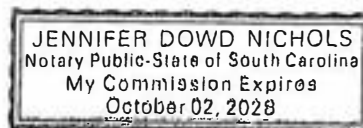


EXHIBIT A

PROPERTY DESCRIPTION

All that piece, parcel, or tract of land, with the improvements thereon, situate, lying and being in Tax District No. 5 OS in the County of Newberry, State of South Carolina, containing approximately **22 acres, more or less**, and being more particularly described as follows:

All that certain piece, parcel, or tract of land, situate, lying and being in the County of Newberry, State of South Carolina, containing 100.69 acres, more or less, and being bounded on the east by properties now or formerly of Bonnelle G. Yarborough, Perry F. Livingston, Jr., and others; bounded on the south by lands now or formerly of Perry F. Livingston, Jr.; bounded on the west by property now or formerly of Bobby Eugene and Geneva Graham Morse, properties now or formerly of Ethel W. Rikard and properties now or formerly of Larry D. Wessinger; bounded on the northwest by properties now or formerly of Sara Lominick Boland; and on the north by properties now or formerly of Bonnelle Graham Yarborough, Highway 667, and properties now or formerly of Joel F. Yarborough, III. Said property is bisected by SC Highway 572.

SAVING AND EXCEPTING:

- (a) 2.3 acres, more or less, conveyed to Bonnelle G. Yarborough and J. F. Yarborough in Deed Book 777 at page 159.
- (b) 1.515 acres, more or less, conveyed to Joel F. Yarborough, III in Deed Book 159 at page 170.
- (c) 78 acres, more or less, conveyed to Joel F. Yarborough, III and Bonnelle G. Yarborough in Deed Book 482 at page 207.

This is a portion of the property conveyed to Bonnelle G. Yarborough and Joel F. Yarborough, III as joint tenants with rights of survivorship, not as tenants in common, by deed of Bonnelle G. Yarborough dated December 17, 2001, and recorded in the office of the Clerk of Court for Newberry County in Deed Book 576 at page 221 on December 18, 2001.

TMS No. 562-2

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit F

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Deed 576 - 221 - 1807 Livingston
Grantor Bonnelle Joint Tenants
with Right of Survivorship in 2021

574 221

NEWBERRY COUNTY	
ASSESSOR	00 0860 Bk: 0576 Pg: 0221
562-2	
TAX MAP 562-16	
STATE OF SOUTH CAROLINA	TITLE TO REAL ESTATE
COUNTY OF NEWBERRY	JOINT TENANCY WITH
	RIGHT OF SURVIVORSHIP
TAX YEAR 2022	

KNOW ALL MEN BY THESE PRESENTS, that the undersigned BONNELLE G. YARBOROUGH hereinafter referred to as the "Grantor," in the State aforesaid, in consideration of the sum of FIVE DOLLARS AND THE LOVE AND AFFECTION WHICH I BEAR FOR MY SON to her well and truly paid by JOEL F. YARBOROUGH, III, whose mailing address is hereinafter set forth, hereinafter referred to as the "Grantee," at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said:

BONNELLE G. YARBOROUGH AND JOEL F. YARBOROUGH, III
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP,
AND NOT TENANTS IN COMMON

DESCRIPTION OF PREMISES CONVEYED ("The Premises"):

All that certain piece, parcel or tract of land, situate, lying and being in Tax District No. 5, approximately 8 miles north of the Town of Pomaria, in the County of Newberry, State of South Carolina said tract containing 9 and 25/100 (9.25) acres, more or less and being particularly described on a plat prepared for Bonnelle G. Yarbrough by Thomas B. Abraham, RLS No. 7877 dated May 14, 1986 and recorded in Plat Book AJ, Volume 2 at page 32 in the office of the Clerk of Court for Newberry County. As shown on said plat, this property is bounded on the north for a distance of 762.09 feet by SC secondary road S-36-667, the property line being 35' from the center line of said road, on the east for a distance of 397.88 feet by lands now or formerly of Thomas B. and Rebecca Neil Abraham; on the south for a distance of 1031.42 feet by lands now or formerly of Thomas B. and Rebecca Neil Abraham; on the west for a distance of 596.68 feet by lands now or formerly of Daniel Graham. (TM# 562-16)

This is the identical parcel as was conveyed to Grantor herein by deed of Thomas B. Abraham and Rebecca Neil Abraham recorded May 20, 1986 in Deed Book 245 at page 326.

ALSO: All that certain piece, parcel or tract of land, situate, lying and being in the County of Newberry, State of South Carolina containing 100.69 acres, more or less and being bounded on the east by properties of Bonnelle G. Yarbrough, Perry E. Livingston, Jr., and others, bounded on the south by lands of Perry E. Livingston, Jr., bounded on the west by properties of Bobby Eugene and Geneva Graham Morse, properties of Ethel W. Rikard and properties of Larry D. Wessinger, bounded on the northwest by properties of Sara Lominick Boland and on the north by properties of Bonnelle Graham Yarbrough, Highway 667, and properties of Joel Yarbrough, III. Said property is bisected by SC Highway 572.

SAVINGS AND EXCEPTING:

Doc # 0030860 EXEMPT
FILED, RECORDED, INDEXED
12/18/2001 12:13P
Bk: 0576 Pg: 0221 Pages 4
Rec Fees 10.00
Clerk of Court
Jackie L. Bowers

A) 2.3 acres, more or less, conveyed to Bonnelle G. Yarborough and J.F. Yarborough in Deed Book 777 at page 159.

B) 1.515 acres, more or less, conveyed to Joel Yarborough, III in Deed Book 159 at page 170.

C) 78 acres, more or less, conveyed to Joel F. Yarborough, III and Bonnelle G. Yarborough in Deed Book 482 at page 207.

This is the remaining portion of that property as was conveyed to Ethel W. Graham and Bonnelle G. Yarborough with right of survivorship by deed of Ethel W. Graham recorded October 2, 1990 in Deed Book 327 at page 334. Ethel W. Graham having died March, 1994. (TM# 562-2)

TAX MAP REFERENCE NUMBER: 562-16 and 2

THIS CONVEYANCE IS MADE SUBJECT TO: All conditions, covenants, easements, restrictions and rights of way indicated by instruments, including plats, of record, and to all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate.

GRANTEES' MAILING ADDRESS: For the purpose of this instrument, the Grantees' mailing address is:

1648 Livingston Road
Pomaria, SC 29126

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

TO HAVE AND TO HOLD, all and singular, the Premises before mentioned unto the said Grantee, as joint tenants with rights of survivorship and not as tenants in common.

And the said Grantor does hereby bind herself and her heirs and personal representatives to warrant and forever defend all and singular the said Premises unto the said Grantee, their heirs and assigns, against herself and her heirs and personal representatives, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

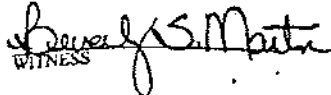
WITNESS, the Grantor's hand and seal this 17th day of December, in the year two thousand one A.D. and in the two hundred and twenty fifth year of the Sovereignty and Independence of the United States of America.

0030860 Bk: 0576 Pg: 0223

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS

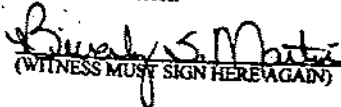

BONNELLE G. YARBROUGH


WITNESS

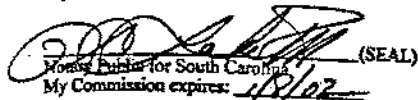
STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

PROBATE

PERSONALLY APPEARED before me the undersigned Witness and made oath that (s)he
saw the within-named BONNELLE G. YARBROUGH, sign, seal and as his/her act and deed,
deliver the within-written instrument for the uses and purposes therein mentioned, and that (s)he
with the other witness who signed above, witnessed the execution thereof.


(WITNESS MUST SIGN HERE AGAIN)

SWORN TO BEFORE ME THIS 17th
day of December, 2001

 (SEAL)
Notary Public for South Carolina
My Commission expires: 12/02

THIS TITLE NOT EXAMINED OR CERTIFIED BY:
LAKE AND LAKE ATTORNEYS, LLC
ATTORNEYS AT LAW

STATE OF SOUTH CAROLINA
BONNELLE G. YARBOROUGH

TO

BONNELLE G. YARBOROUGH AND JOEL F. YARBOROUGH, III

TITLE TO REAL ESTATE

Filed 18th day of dec, A.D. 2001
at 10:19 o'clock P M. and recorded in

Book 576 at page 221

Charles Bower
R. M. C. Clerk of Court C.P. & G. S.

NEWBERRY County, S. C.

Recorded this _____ day of _____, 20____
in Book _____ Page _____

Auditor NEWBERRY County, S.C.

Lake and Lake, Attorneys, LLC
Attorneys at Law
1325 Main Street
Newberry, SC 29108

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit G

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Deed 327-334 - 1807 Livingston
Grantor Ethel Graham Jointly for Life
with Remainder to Survivor in 1990

Deed Book 327 page 334Filed this OCT 2 1990Book 327 Page 334

Clerk of Court, Newberry Co., S. C.

By Jackie A. Bowers (30)

03916

STATE OF SOUTH CAROLINA :
COUNTY OF NEWBERRY : WARRANTY DEED
: (JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR)

KNOW ALL MEN BY THESE PRESENTS, THAT I, Ethel W. Graham, of the County of Newberry, in the State aforesaid, for and in consideration of the sum of Five (\$5.00) Dollars, to me in hand paid at and before the sealing of these presents by Ethel W. Graham and Bonnelle G. Yarborough, Route 1, Box 317, Pomaria, South Carolina 29126, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said Ethel W. Graham and Bonnelle G. Yarborough, for and during their joint lives and upon the death of either of them, then to the survivor of them, her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Newberry, State of South Carolina, containing 100.69 acres, more or less, being bounded on the east by properties of Bonnelle G. Yarborough, Perry E. Livingston, Jr., and others, bounded on the south by lands of Perry E. Livingston, Jr., bounded on the west by properties of Bobby Eugene and Geneva Graham Morse, properties of Ethel W. Rikard and properties of Larry D. Messinger, bounded on the northwest by properties of Sara Lominack Boland and on the north by properties of Bonnelle Graham Yarborough, Highway 667, and properties of Joel Yarborough, III. Said property is bisected by S. C. Highway 572. Said property is located in Tax District No. 5 Outside and is designated as Tax Map No. 562-2.

SAYING AND EXCEPTING: (a) 2.3 acres, more or less, conveyed to Bonnelle G. Yarborough and J. F. Yarborough in Deed Book 77 at page 159, and (b) 1.515 acres, more or less, conveyed to Joel Yarborough, III, in Deed Book 159 at page 170.

This is the identical property conveyed to Ethel W. Graham by Deed of Distribution of Ethel W. Graham and Bonnelle G. Yarborough, as Personal Representatives of the Estate of Felix Daniel Graham, Deceased, dated June 6, 1989, and recorded in the office of the Clerk of Court for Newberry County in Deed Book 305 at page 287. See Probate Court Case Number 88ES3600161.

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

RECORDED IN 3 DAY OF October 1990
ALG #3440
Nancy R. Owen
CLERK OF COURT, NEWBERRY COUNTY, SC

Page 1.

NEWBERRY COUNTY ASSESSOR
TAX MAP # 562-2
PART OF MAP # 1
TAX YEAR 1991
JIMMIE D. DAVIS, JR., ASSESSOR
BY AK

Deed Book 327 page 335

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Ethel W. Graham and Bonnelle G. Yarbrough for and during their joint lives and upon the death of either of them then to the survivor of them her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, and I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Ethel W. Graham and Bonnelle G. Yarbrough as hereinabove provided against me and my Heirs and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 24th day of Sept. in the year of our Lord one thousand nine hundred and ninety and in the two hundred and fifteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Lin Slaton
Nellie W. Welborn

Ethel W. Graham SEAL
ETHEL W. GRAHAM
CLERK OF COURT
FILED
NEWBERRY COUNTY
MAY 2 10 30 AM '90

STATE OF SOUTH CAROLINA :
COUNTY OF NEWBERRY :

Personally appeared before me Lin Slaton and made oath that he saw the within-named Ethel W. Graham sign, seal, and as her act and deed, deliver the within-written Deed; and that he with Nellie W. Welborn witnessed the execution thereof.

SWORN to before me this 24th day
of Sept. 1990.

Nellie W. Welborn L.S.
Notary Public for South Carolina;
My Commission expires November 21, 1990.

Lin Slaton

Return to:

Page 2.

MARVIN P. KITTRELL
1425 GRIFFITH PARK
NEWBERRY, SC 29106

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit H

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Book 1432 - 195 - Fairfield Timber Tract Deed
Granting Life Estate with Remainder
to Plaintiff in 2020

Deed Prepared By:
J. Dowd Nichols, Esq.
PO Box 836
Newberry, SC 29108

202000002332 EXEMPT
Filed for Record in
FAIRFIELD SC
JUDY M BOND
10-16-2020 At 01:39:01 pm.
DEED 15.00
State .00
County .00
Book 1432 Page 195 - 197

Space above this line for recording information

STATE OF SOUTH CAROLINA)
)
COUNTY OF FAIRFIELD)

DEED TO REAL ESTATE
Title Search Not Performed

KNOW ALL MEN BY THESE PRESENTS, that **BONNELLE G. YARBOROUGH** (hereinafter referred to as "Grantor"), for and in consideration of the sum of **FIVE AND 00/100 (\$5.00) Dollars** to it in hand paid at and before the sealing of these presents, by **LENA SUE YARBOROUGH** hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, granted, bargained, sold and released, subject to the rights, easements and restrictions hereinafter set out or reserved in the deed unto **BONNELLE G. YARBOROUGH, A LIFE ESTATE FOR THE REST OF HER NATURAL LIFE, AND UPON HER DEATH, ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY SHALL AUTOMATICALLY VEST IN THE REMAINDERMAN, LENA SUE YARBOROUGH**, her heirs, successors, and assigns forever, the Grantor's interest in the following described property:

SEE ATTACHED EXHIBIT A FOR PROPERTY DESCRIPTION

Grantee's Address: 1648 Livingston Road
Pomaria, South Carolina 29126

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs, Successors and Assigns against themselves and their successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this 7th day of October 2020.

Ramona J. Shealy
Witness 1

Bonnelle G. Yarborough
Bonnelle G. Yarborough

Jennifer Dowd Nichols
Witness 2

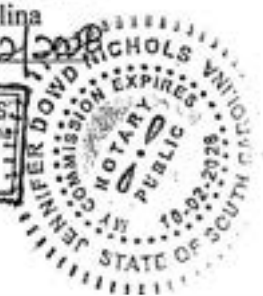
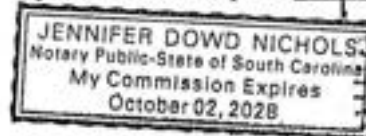
STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

ACKNOWLEDGMENT

I, Jennifer Dowd Nichols, a notary public for the State of South Carolina, do hereby certify that Bonnelle G. Yarborough, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7th day of October 2020.

Jennifer Dowd Nichols
Notary Public for South Carolina
My commission expires: 10/2/2028



Submitted for recording by:
NICHOLS & PRICE
PO Drawer 836
Newberry, South Carolina 29108

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, situate, lying and being in the County of Fairfield, State of South Carolina, containing One Hundred Forty-Three and 11/100 (143.11) acres, more or less and being more particularly described as Tract C on a plat of the Yarborough Estate prepared by Glenn Associates Land Surveying Company, dated July 19, 1993, recorded in the Office of the Clerk of Court for Fairfield County in Plat Book 513 at pages 929 and 923; reference to said plat being had for a more complete and accurate description thereof. 930

DERIVATION: This is the same property conveyed to the Grantor, Joel F. Yarborough, III, Sue Yarborough East, and Adele J. Pope by deed of distribution from the Estate of Joel F. Yarborough, Jr., recorded in the Office of the Clerk of Court for Fairfield County on January 18, 1994, in Deed Book MU at page 64; and by deed of James Henry Yarborough, et al., recorded in the Office of the Clerk of Court for Fairfield County on February 11, 1994 in Deed Book MU at page 334; and by deed of Adele J. Pope to Bonnelle G. Yarborough and Joel F. Yarborough, III recorded in the Office of the Clerk of Court for Fairfield County on November 28, 2011 in Deed Book RH at page 53; by deed of Bonnelle G. Yarborough and Joel F. Yarborough, III as Joint Tenants with Rights of Survivorship and not as Tenants in Common, recorded in the Office of the Clerk of Court for Fairfield County on January 22, 2022 in Deed Book BJ at page 345, and by Special Referee Deed (Case #2006-CP-20-260, Bonnelle G. Yarborough and Joel F. Yarborough, III v. Sue Yarborough East) dated March 11, 2008 and recorded in the Office of the Clerk of Court for Fairfield County on March 14, 2008 in Deed Book 897 at page 72.

TMS #194-00-02-010

FAIRFIELD COUNTY ASSESSOR
DATE 10-19-2020
TAX MAP NO. 194-00-02-010

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit I

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Fairfield Deed RJ-345

IDENTIFIED ☒
 DOCUMENTARY STAMPS
 COUNTY TAX
 AFFIDAVIT FILED
 ATTACHED

0185

STATE OF SOUTH CAROLINA
 COUNTY OF FAIRFIELD

345

TITLE TO REAL ESTATE
 JOINT TENANCY WITH
 RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that the undersigned BONNELLE G. YARBOROUGH hereinafter referred to as the "Grantor," in the State aforesaid, in consideration of the sum of FIVE DOLLARS AND THE LOVE AND AFFECTION WHICH I BEAR FOR MY SON to her well and truly paid by JOEL F. YARBOROUGH, III, whose mailing address is hereinafter set forth, hereinafter referred to as the "Grantee," at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said:

BONNELLE G. YARBOROUGH AND JOEL F. YARBOROUGH, III
 AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP,
 AND NOT TENANTS IN COMMON

DESCRIPTION OF PREMISES CONVEYED ("The Premises"):

A 2/9 undivided interest in and to the following described property:

All that certain piece, parcel or tract of land, situate, lying and being near Jenkinsville, in Fairfield County, South Carolina, containing one hundred forty three and 11/100 (143.11) acres, more or less, and more particularly described as Tract "C" on a plat of The Yarbrough Estate prepared by Glenn & Associates Land Surveying Company, dated July 19, 1993 and recorded in the office of the RMC for Fairfield County in plat slide 13 at pages 929 and 930, which plat is incorporated herein by reference. As shown thereon, Tract "C" contains 143.11 gross acres, more or less.

This is the identical interest and parcel as was conveyed to Grantor herein by deed of James Henry Yarbrough, et al recorded February 11, 1994 in Deed Book MJJ at page 338 and by Deed of Distribution filed January 18, 1994 in Deed Book MJJ at page 64.

TAX MAP REFERENCE NUMBER: _____

THIS CONVEYANCE IS MADE SUBJECT TO: All conditions, covenants, easements, restrictions and rights of way indicated by instruments, including plats, of record, and to all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate.

GRANTEES' MAILING ADDRESS: For the purpose of this instrument, the Grantees' mailing address is:

1648 Livingston Road, Pomaria, SC 29126

FAIRFIELD COUNTY ASSESSOR

DATE 1-23-02

TAX MAP NO. 222-00-02-007

D 345

D 346

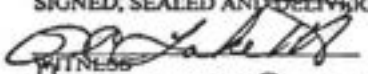
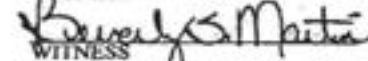
Together with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Premises before mentioned unto the said Grantee, as joint tenants with rights of survivorship and not as tenants in common.

And the said Grantor does hereby bind herself and her heirs and personal representatives to warrant and forever defend all and singular the said Premises unto the said Grantee, their heirs and assigns, against herself and her heirs and personal representatives, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS, the Grantor's hand and seal this 17th day of January in the year two thousand two A.D. and in the two hundred and twenty sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

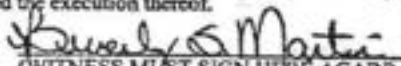

WITNESS

WITNESS


BONNELLE G. YARBROUGH

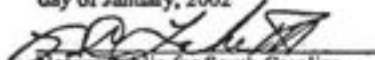
STATE OF SOUTH CAROLINA }
COUNTY OF NEWBERRY }

PROBATE

PERSONALLY APPEARED before me the undersigned Witness and made oath that (s)he saw the within-named BONNELLE G. YARBROUGH, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness who signed above, witnessed the execution thereof.


(WITNESS MUST SIGN HERE AGAIN)

SWORN TO BEFORE ME THIS 17th
day of January, 2002


Notary Public for South Carolina (SEAL)
My Commission expires: 1/8/12

THIS TITLE NOT EXAMINED OR CERTIFIED BY:
LAKE AND LAKE ATTORNEYS, LLC
ATTORNEYS AT LAW

D 346

JAN 22 10 32 AM '02
FAIRFIELD COUNTY
CLERK OF COURT
BETTY JO BECKHAM

D 347

STATE OF SOUTH CAROLINA
BONNELLE G. YARBOROUGH

TO

BONNELLE G. YARBOROUGH AND JOEL F. YARBOROUGH, III

TITLE TO REAL ESTATE

Filed 22 day of January, A.D. 2022
at 11:32 o'clock A. M. and recorded in

Book AJ at page 345

Betty J. Beckham
R. M. C. or Clerk of Court C.P. & G. S.

FAIRFIELD County, S. C.

Recorded this _____ day of _____, 20__

in Book _____ Page _____

Auditor FAIRFIELD County, S.C.

Lake and Lake, Attorneys, LLC
Attorneys at Law
1325 Main Street
Newberry, SC 29108

D 347

Yarborough v. Yarborough

Civil Action No.: 2022-CP-36-00326

Exhibit J

*to Plaintiff's Motion for and Memorandum
in Support of Summary Judgment as to
Ownership of Real Property*

Fairfield Titles and Orders

4. That the testat. made transfers which may, upon investigation, be adjudged to have been in contemplation of death as follows:
(Describe all gifts within five years prior to death and all other transfers, real and personal, either where the consideration may appear to have been inadequate or where the transfer was to a relative or personal friend or to any person, firm, association, or corporation in which the decedent was interested, regardless of consideration. Describe the transfer in full; state the approximate value of the property transferred and the amount of the consideration, stated or claimed, if any.)

None

5. That your petitioner, who is a resident and citizen of Fairfield County, in the State of South Carolina, is advised that an administration on said estate is necessary.

WHEREFORE, he prays that Letters of Administration on the estate of the within named deceased be granted by this Court to H. S. Yarborough

January 21st, 1949.

H. S. Yarborough
Petitioner
Postoffice Address Jenkinsville, S. C.

THE STATE OF SOUTH CAROLINA,
County of Fairfield

PERSONALLY appeared H. S. Yarborough, who, being duly sworn, says that to the best of his knowledge, information and belief, the statements contained in the foregoing petition are true and complete.

Sworn to and subscribed before me this 21 day of January, 1949.
Charles H. Hittinger
Notary Public for S. C.

Qualification of Administrator

STATE OF SOUTH CAROLINA,
County of Fairfield.

I DO SOLEMNLY SWEAR or affirm that deceased died without any Will, as far as I know or believe, and that I will well and truly administer all and singular the goods and chattels, rights and credits of the said deceased, and pay all his just debts, as far as the same will extend and the law require me, and that I will make a true, exact and perfect inventory of all the said goods and chattels, rights and credits, and return a just account thereof when required. So help me, God.

Sworn to before me, this 8th day of February, A. D. 1949.

Harold Dwyer
Probate Judge, Fairfield County, S. C.
Postoffice Address: Jenkinsville, S. C.
(The postoffice address of each Administrator must be shown)

4. That the testator made transfers which may, upon investigation, be adjudged to have been in contemplation of death as follows:

(Include all gifts within five years prior to death and all other transfers, real and personal, other where the consideration may appear to have been inadequate or where the transfer was to a relative or personal friend or to any person, firm, association, or corporation in which the decedent was interested, regardless of consideration. Describe the transfer in full; state the approximate value of the property transferred and the amount of the consideration, stated or claimed, if any.)

none

5. That your petitioner, who is a resident and citizen of Fairfield County, in the State aforesaid, is advised that an administration on said estate is necessary.

WHEREFORE, he prays that Letters of Administration on the estate of the within named deceased be granted by this Court to H. S. Garbarough.

January 17 1949 H. S. Garbarough

Postoffice Address Fairfieldville, D.C.

PERSONALLY appeared H. S. Garbarough who, being duly sworn, says that to the best of his 16 knowledge, information and belief, the statements contained in the foregoing petition are true and complete.

Sworn to and subscribed before me this 17 day of January 1949

Qualification of Administrator

STATE OF SOUTH CAROLINA,

County of Fairfield

I DO SOLEMNLY SWEAR or affirm that deceased died without any Will, as far as I know or believe, and that I will well and truly administer all and singular the goods and chattels, rights and credits of the said deceased, and pay all his just debts, as far as the same will extend and the law require me, and that I will make a true, exact and perfect inventory of all the said goods and chattels, rights and credits, and return a just account thereof when required. So help me, God.

Sworn to before me, this 17th day of January, D. 1949 H. S. Garbarough

Postoffice Address: Fairfieldville, D.C.

(The postoffice address of each Administrator must be shown.)

H. S. Garbarough
Probate Judge

original

STATE OF SOUTH CAROLINA,
County of

In the Probate Court

Warrant of Appraisement

By **Horace Traylor,**

Probate Judge:

THESE are to authorize and empower you, or any three of you, whose names are here underwritten, to repair to all such parts and places within this County as you shall be directed unto by H. S.

Yarborough, administrator ~~of~~ estate ~~of~~ estate of all and singular the goods, rights, and credits of J. F. Yarborough, late of

Fairfield County, deceased, whosoever any of the goods, chattels or real estate of the said deceased are or do remain within the said parts and places, and which shall be shown unto you by the said administrator ~~or agent~~ trustee, and there view and appraise all and every of the said goods, chattels, or real estate, being first sworn on the Holy Evangelists of Almighty God, to make a true and perfect inventory and appraisement thereof, and to cause the same to be returned under your hands, or any three or four of you, to the said Horace Traylor, Probate Judge for Fairfield

County, South Carolina, on or before the 2nd. day of March, 19 49.

Dated the 2nd. day of February, Anno Domini 1949,
and in the one hundred and _____ year of American Independence.

To W. L. Drummond

B. D. Corley

B. J. Corbett

J. C. McMeekin, Jr.

- or any three of them.

Horace Traylor
Probate Judge,
Fairfield County, South Carolina.

Oath of Appraisers

(This oath to be taken before appraisement is made)

STATE OF SOUTH CAROLINA,

County of Fairfield

You, B. D. Corley, W. L. Drummond & B. J. Corbett

do swear that you will make a just and true appraisement of all and singular the goods, chattels (ready money only excepted) and real estate of J. F. Yarborough,

deceased, as shall be produced by Howard S. Yarborough,
the administrator ~~or agent~~ trustee of the estate of the said J. F. Yarborough,

deceased, and that you will return the same, certified under your hands, unto the Probate Judge of Fairfield County within the time prescribed by law.

Sworn to before me this 26th

day of February A. D. 1949

J. F. Yarborough (I. S.)

Notary Public for S.C.
Magistrate

B. D. Corley
W. L. Drummond
B. J. Corbett

ELECTRONICALLY FILED - 2023 May 22 1:52 PM - NEWBERRY - COMMON PLEAS - CASE#2022CP3600326

ELECTRONICALLY FILED - 2023 May 22 1:52 PM - NEWBERRY - COMMON PLEAS - CASE#2022CP3600326

OF J. F. Garbarangh DECEASED

NOTE: The executor, administrator, or trustee is to itemize separately the articles, placing in the column marked "Face Value" the face value when known, and such executor, etc., shall turn over this inventory to the appraisers.

NOTE: After viewing and examining the articles the appraisers shall place in the column marked "Appraised Value" what in their opinion is the value of the articles so appraised.

NOTE: Where there is a difference between the face value and appraised valuation, state at bottom of appraisement or on a separate sheet and attach to this appraisement, the reasons for such difference.

NOTE: When face value does not appear on property, insert cost price as near as possible, and length of time owned by decedent.

ELECTRONICALLY FILED - 2023 May 22 1:52 PM - NEWBERRY - COMMON PLEAS - CASE#2022CP3600326

OF J. F. Yachorovich DECEASED

NOTE: In column 1 insert assessed value as shown by County Auditor's Books. In column 2 insert what in your opinion is the fair marketable value of the entire tract. In column 3 insert what in your opinion is a fair marketable value of decedent's interest.

NOTE: Indicate in the description of the land whether the valuation is based upon undivided interest or upon the value of the entire tract. Where the interest is in an undivided tract of land, so state.

STATE OF SOUTH CAROLINA,

County of Fairfield

Oath of Fiduciary

Personally appeared before me Harvard S. Garbarough adminis-
trator of the estate of J. F. Garbarough, who
being duly sworn, says that the annexed Inventory is in all respects just and true; that it contains a true statement
of all the real and personal property of the said deceased, whether the interest of the deceased be absolute or other-
wise, which has come to the knowledge of this deponent, together with a list of all property disposed of by decedent
within the last five years that may be found or adjudged to have been in contemplation of death.

Sworn to before me this 16th
day of February, A. D. 1949.
Charles H. Hines
Notary Public for South Carolina.

Certificate of Appraisers

(This certificate to be signed after appraisement is made)

We, whose names are hereunder signed, appraisers, appointed by the Probate Judge of Fairfield
County, South Carolina, having first taken and subscribed the oath hereinbefore inserted, do certify that we have
estimated and appraised the property in the annexed inventory contained, exhibited to us, according to the best
of our knowledge and ability.

Dated this 26 day of February, A. D. 1949

B. D. Eschey
W. L. Sturmy
B. G. Condit Appraisers.

Box No. <u>165</u>	Package No. <u>4185</u>
THE STATE OF SOUTH CAROLINA	
County of <u>Fairfield</u>	
In the Matter of the Estate of: <u>J. F. Garbarough</u> Deceased.	
WARRANT OF APPRAISEMENT, INVENTORY, AND RETURN OF APPRAISERS	
Filed this <u>4th</u> day of <u>March</u> A. D. 19 <u>49</u>	
/s/ <u>Hornace Traylor</u> Probate Judge.	
Fairfield County, S. C.	
Recorded in Inventory and Appraisement Book at Page <u>124 & 125</u> , this 4th day of <u>March</u> , 19 <u>49</u>	
/s/ <u>Hornace Traylor</u> Probate Judge.	
Fairfield County, S. C.	

Declaration by the Probate Judge

The within affidavits and the schedules have been examined by me and are approved. I do not regard the
facts and figures submitted as sufficiently complete and conclusive, within the scope of the appraisal ordered, to
serve as the final basis for the determination of values of the estate.

Witness my hand and seal, this 4th day of February,
of March, 1949.
County, South Carolina.

Page 1

Description of Real Estate

Owned by J. P. Yarborough At Date of Death
Located in Fairfield CountyFiled by H. S. Yarborough Administrator
the 8th day of February, 1949

ACRES OR LOTS	TOWNSHIP	DESCRIPTION, GIVING BOUNDARIES AND MEASUREMENTS	DEVISED TO OR INHERITED BY	REMARKS
181 Acres	School	District No. 11, Jenkinsville, Fairfield County	Inherited by:	
28 Acres	"	" " " "	H. S. Yarborough	
472 "	"	" " " "	Mary Louise Yarborough	
1095 "	"	" " " "	Mrs. Lottie F. Plowman	
			J. H. Yarborough	
			Mrs. Bessie Wood	
			Mrs. Katie Coleman	
			J. P. Yarborough, Jr.	

State of South Carolina,
County of Fairfield.

LETTERS DISMISSORY
IN PROBATE COURT

By ~~XXXXXX~~ Horace Traylor, Esquire Judge of Probate
for the County of Fairfield in the State aforesaid

To All Whom These Presents Shall Come—GREETINGS:

WHEREAS, at the Spring Term 1950 of the Court of Probate for Fairfield County
on the 23rd day of May in the year of our Lord one thousand

nine hundred and fifty the petition of

H. S. Yarborough, administrator

on the estate of J. F. Yarborough

deceased, late of

Fairfield County

in this State, was presented, setting forth that the duties of said administration

had been fully discharged, and praying to be released from the same.

AND WHEREAS, the said H. S. Yarborough, administrator

has complied with Section 213 of the Code of Procedure and published, in conformity to law, for at least one month, a
Citation calling upon all persons concerned to show cause on or before the 23 day of May

why said application should not be granted. And whereas, said Citation has been published in "The News & Herald"
a public Gazette in this State, for the space of one month, and no cause being shown against said application, and it appearing
from an examination of the situation of the affairs of the said estate that the petitioner has faithfully and honestly discharged
the trust and confidence reposed in him.

NOW, KNOW ALL MEN BY THESE PRESENTS, That H. S. Yarborough, administrator

is from henceforth and forever discharged and dismissed from all liability as such administrator

as aforesaid

on the estate of J. F. Yarborough, deceased.

WITNESS Horace Traylor, Esq., Judge of Probate for Fairfield County, the 23 day of May

in the year of our Lord one thousand nine hundred and fifty

OFFICIAL SEAL

Horace Traylor
Probate Judge, Fairfield County, S. C.

3. That the intestate died seized and possessed of real estate of about the value of _____

(\$ _____) Dollars, as follows:

DESCRIPTION OF REAL ESTATE AND APPROXIMATE VALUES

(Enter each tract and lot on a separate line).

No. of acres or lot, (state whether acres or lots)	No. of buildings	Total value of each lot and tract including buildings	Decedent's Interest	State location, (Show County, Township and School District)
2 ac.	2	5,000	entire	E. side Hwy 215, Jenkinsville Fairfield County (dwelling)
100 ac.	0	15,000	entire	Alston
445 ac.	0	66,758	1/7	2 mi. S of Jenkinsville E side of 215
22 ac.	0	3,300	1/7	Home Place in Jenkinsville
181 ac.	0	27,150	1/7	W of Hwy 215 on Road to Parr
20 ac.	0	3,000	1/7	2 mi. S Jenkinsville E side Hwy 215
126 ac.	0	18,900	1/7	River Bottoms - Broad River

4. That the intestate made transfers and gifts within three (3) years prior to date of death as follows: (If None-So State)

(Include all gifts within three years prior to death and all other transfers, real and personal, either where the consideration may appear to have been inadequate or where the transfer was to a relative or personal friend or to any person, firm, association, or corporation in which the decedent was interested, regardless of consideration. Describe the transfer in full; state the approximate value of the property transferred and the amount of the consideration stated or claimed, if any).

NONE

5. Life Insurance, Annuities and/or Endowment Contracts payable to beneficiaries other than the decedent's estate.

Face Value Contract Number Name of Company

SEE ATTACHED SCHEDULE

NOTE:

Item 6 below refers to "joint tenancy with right-of-survivorship". Property held as "tenants-in-common" must be reported under items 7 & 8 of this return.

8. That the intestate died seized and possessed of personal property standing in joint names of two or more persons and payable to either or the survivor as follows: (Sec. 65-463, S. C. Code of Laws 1962, as amended) (IF NONE-SO STATE)

	FAIR MARKET VALUE AT DATE OF DEATH
A. U. S. Bonds owned jointly with right of survivorship or "payable on death"	\$ NONE
B. Joint Bank Accounts with right of survivorship	\$ NONE
C. Joint Accounts in Depositories or other Institutions with right of survivorship	\$ NONE
D. Joint Stocks and Bonds with right of survivorship	\$ NONE
E. Joint Miscellaneous property with right of survivorship	\$ NONE

7. TRANSFERS INTENDED TO TAKE EFFECT AT DEATH (Sec. 65-461 of S. C. Code of Laws 1962, as amended). That the intestate made the following lifetime transfers of property, BOTH REAL AND PERSONAL, reserving unto transferor's self a life estate, income for life or other incidents of ownership that would provide a fee simple title vesting in the beneficiary until the death of the transferor as follows: (IF NONE-SO STATE)

	FAIR MARKET VALUE AT DATE OF DEATH
A. Real Estate transferred retaining life estate	\$ NONE
B. Trust created retaining unto self income for life, power to revoke or other incidents of ownership	\$ NONE
C. Other transfers intended to take effect at death	\$ NONE

6. POWERS OF APPOINTMENT (Sec. 65-462 of S. C. Code of Laws 1953, as amended). That the intestate died seized and possessed of a power of appointment over property, both real and personal, whether testamentary or otherwise, with an estimated fair market value of (IF NONESUCH STATE) NONE

9. That your petitioner, who is a resident and citizen of Fairfield County, in the State aforesaid, is advised that an administration on said estate is necessary.

WHEREFORE he prays that Letters of Administration on the estate of the within named deceased be granted by this Court to himself

April 10, 1975

J. Henry Yarborough
J. Henry Yarborough

Petitioner

Petitioner

STATE OF SOUTH CAROLINA,
County of Fairfield

PERSONALLY appeared J. Henry Yarborough, who being duly sworn says that to the best of his knowledge, information and belief, the statements contained in the foregoing Petition are true and complete.

J. Henry Yarborough
J. Henry Yarborough

Sworn to and subscribed before me this 15 day of April, 1975

John D. McLeod (L.S.)
Notary Public for South Carolina
My Commission Expires: 4/17/78

QUALIFICATION OF ADMINISTRATOR

STATE OF SOUTH CAROLINA,
County of Fairfield

I DO SOLEMNLY SWEAR or affirm that deceased died without any Will, as far as I know or believe, and that I will well and truly administer all and singular the goods and chattels, rights and credits of the said deceased, and pay all his just debts, as far as the same will extend and the law require me, and that I will make a true, exact and perfect inventory of all said goods and chattels, rights and credits, and return a just account thereof when required. So help me, God.

Sworn to before me this 5th day

J. Henry Yarborough (L.S.)

at May, A. D. 1975

(L.S.)

Thomas B. Bonnumian, Jr. (L.S.)
Judge of Probate

Address:

Attorney's Name and Address: John D. McLeod

P. O. Box 263

Winnsboro, S. C. 29180

ORDER

Upon reading and filing the foregoing Petition, It is Ordered, THAT CITATION DO ISSUE, and made returnable at 10 in the forenoon o'clock the 30th of April, 19 75, and that the same be published on the Fairfield County Court House door for two consecutive weeks, and published in The News and Herald a newspaper in said County and State once a week for two successive weeks.

April 15, 19 75.

Thomas B. Barmann, Jr.

Probate Judge, Fairfield County, S. C.

File No. 255
 Box No. _____
 Package No. 6237
State of South Carolina
 COUNTY OF Fairfield
 IN THE PROBATE COURT
 Ex Parte
J. Henry Yarbrough
 In Re The Estate Of:
Howard S. Yarbrough Deceased
 PROBATE FOR LETTERS
 OF ADMINISTRATION
 AND ORDER FOR CITATION TO ISSUE
 Filed April 15, 1975
Thomas B. Barmann, Jr.
 Probate Judge, Fairfield County, S. C.
John D. McLeod
 Attorney for Petitioner
 Seal, State of South Carolina, No. 11

MANIFESTLY NON-TAXABLE

(To be executed by the Probate Judge in those cases where he is convinced that the foregoing Petition contains a full and true report of all of the assets in the subject estate and that the said estate is non-taxable under the provisions of the Inheritance Tax Laws of the State of South Carolina.)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Now comes _____, as Judge of Probate of and for _____ County, and certifies to the South Carolina Tax Commission that, pursuant to the foregoing record of the above captioned estate on file in the Probate Court of and for said County, and based upon the value of the aggregate assets of said estate and the heirs therein concerned, such estate is manifestly non-taxable to the best of his knowledge, information and belief.

Given under my Hand and Official Seal this the _____ day of _____ 19 _____

SEAL

Judge of Probate

COUNTY OF _____

STATE OF SOUTH CAROLINA
COUNTY OF Fairfield

IN THE PROBATE COURT

WARRANT OF APPRAISEMENT

APPRAISAL BOOK 1 PAGE 71

By Thomas B. Barrineau, Jr., Probate Judge.

THESE are to authorize and empower you, or any three of you, whose names are hereunder written, to repair to all such parts and places within this County as you shall be directed unto by J. Henry Yarborough

Administrat~~OR~~ OR Howard S. Yarborough, ~~EXOR~~ of all and singular the goods, rights, and credits of Howard S. Yarborough late of Fairfield County, deceased, wheresoever any of the goods, chattels or real estate of the said deceased are or do remain within the said parts and places, and which shall be shown unto you by the said Administrator ~~EXOR~~ EXOR and there view and appraise all and every of the said goods, chattels, or real estate, being first sworn on the Holy Evangelists of Almighty God, to make a true and perfect inventory and appraisement thereof, and to cause the same to be returned under your hands, or any three or four of you, to the said Thomas B. Barrineau, Jr. Probate Judge for Fairfield County, South Carolina on or before the 1st day of November 1975.

Dated the 7th day of October Anno Domini, 1975, and in the ~~XXX~~ two hundredth year of American Independence.

To W. Ross Robinson

W. T. McMeekin

Adrian J. Glenn

or any three of them.

Joe S. Chappell

Thomas B. Barrineau, Jr.
Judge of Probate Court,

Fairfield County, South Carolina

OATH OF APPRAISERS

(This oath to be taken before appraisement is made.)

STATE OF SOUTH CAROLINA

COUNTY OF Fairfield

To, W. Ross Robinson, W. T. McMeekin, Adrian J. Glenn, Joe S. Chappell

do swear that you will make a just and true appraisement of all and singular the goods, chattels (ready money only excepted) and real estate of Howard S. Yarborough deceased as shall be produced by J. Henry Yarborough

the Administrator ~~EXOR~~ EXOR of the estate of the said Howard S. Yarborough, deceased, and that you will return the same, certified under your hands unto the Probate Judge of Fairfield County within the time prescribed by

Sworn to before me this 12th day
of October, A. D., 1975

Joe S. McLeod (L. S.)
Notary Public for South Carolina

W. T. McMeekin
Adrian J. Glenn
Joe S. Chappell

ITEM 1:

TRANSFERS WITHIN THREE YEARS PRIOR TO DATE OF DEATH

(Sec. 65-404, S. C. Code of Laws 1952, as amended) (If None-So State)

(NOTE: If the fiduciary takes the position that transfers listed below were not made in Contemplation of Death, affidavits sustaining such position must be submitted direct to the Inheritance Tax Division, South Carolina Tax Commission, for consideration).

Description of Property	Transferee	Fair Market Value at Date of Death
1. NONE		\$
2.		
3.		
4.		
5.		

This form revised by the South Carolina Tax Commission November 1, 1981.
(To be used in all cases where the decedent died after December 31, 1981.)

(NOTE: If necessary, attach additional sheets to this return following same ruling as is set up herein.)

INVENTORY AND APPRAISEMENT OF PERSONAL PROPERTY OF THE ESTATE

OF Howard S. Yarborough DECEASED

ITEM 2:

The Personal Representative is to complete Item 2, as to "Face Value" and deliver this Inventory to the Appraisers, who complete Item 2, as to "Appraised Value"

ARTICLES	FACE VALUE	APPRAISED VALUE
Cash on hand at death	NONE	
Cash in banks, depositories, etc. (attach schedule)	202,602.63	202,602.63
Life Insurance payable to estate (attach schedule)	NONE	
Stocks and Bonds (See attached schedule)	~~RECEIVED~~	131,728.62
One-half (1/2) interest in Yarborough Brothers Partnership (SEE ATTACHED SCHEDULE)		8,437.50
Household goods		500.00
1968 Plymouth		200.00
Personal effects		50.00
TOTAL:		\$343,518.75

INVENTORY AND APPRAISEMENT OF REAL ESTATE OF ESTATE

OF Howard S. Yarborough DECEASED

ITEM 3:

The Personal Representative is to insert description of property under Item 3, and the Appraisers are to complete this for in detail.

DESCRIPTION (Show County, Township and School District)	1 ACRES VALUE FOR YEAR OF DECEDENT'S DEATH	2 APPRAISED VALUE	3 APPRAISED VALUE OF DECEDENT'S INTEREST	4 CAUTION (Do not write this space)
All in or near Jenkinsville, Fair- field County, South Carolina				
1. 2 ac. w/dwelling	410			
2. 100 ac. at Alston				
3. 445 ac. (1/7 interest) 2 mi. South of Jenkinsville East of 215	1,200			
4. 22 ac. (1/7 interest) Home Place	640			
5. 181 ac. (1/7 interest) West of 215 road to Parr	370			
6. 20 ac. (1/7 interest) 2 mi. South of Jenkinsville East of 215	Linked with #3 above as 571 acres			
7. 126 ac. (1/7 interest) River Bottoms, Broad River				
TOTAL:		\$292,025.00	\$36,288.00	

ITEM 4:

JOINTLY OWNED PROPERTY WITH RIGHT OF SURVIVORSHIP (If None-So State)
(Sec. 85-463, S. C. Code of Laws 1952, as amended)

A. Jointly Owned United States Government Bonds With Right Of Survivorship

Face Value Series Exact Name in Which Standing Value at Date of Death Decedent's Contribution

\$ NONE

B. Jointly Owned Bank Accounts, Building And Loans, And Other Depository Accounts With Right Of Survivorship

Amount Name and Location of Institution Exact Name in Which Standing Decedent's Contribution

\$ NONE

ADDENDUM TO INVENTORY AND APPRAISEMENT OF REAL ESTATE OF
ESTATE OF HOWARD S. YARBOROUGH, DECEASED

ITEM 3.

DESCRIPTION OF PROPERTY	APPRAISED VALUE	APPRAISED VALUE OF DECEDENT'S INTEREST
1. 9 acres w/dwelling - - - - -	\$ 8,000.00	\$ 8,000.00
2. 100 acres at Alston		
Land - - - - -	20,000.00	20,000.00
Timber - - - - -	10,000.00	10,000.00
3. 445 acres 2 mi. South of Jenkinsville		
Land - - - - -	111,250.00	15,893.00
Timber - - - - -	13,350.00	1,907.00
4. 22 acres, Home Place		
two old dwellings- - - - -	7,500.00	1,071.00
store building - - - - -	20,000.00	2,857.00
timber - - - - -	500.00	71.00
land - - - - -	5,500.00	786.00
5. 181 acres West of 215, Road to Parr		
Land - - - - -	45,250.00	6,464.00
Timber - - - - -	13,575.00	1,939.00
6. 20 acres, 2 miles south of Jenkinsville		
Land - - - - -	5,000.00	714.00
Timber - - - - -	600.00	86.00
7. 126 acres, River Bottoms		
Land - - - - -	31,500.00	4,500.00
Timber - - - - -	NONE	
TOTALS	\$292,025.00	36,288.00

ALL LAND IS IN THE JENKINSVILLE COMMUNITY, FAIRFIELD COUNTY,
SOUTH CAROLINA.

DECEDENT OWNED A ONE-SEVENTH (1/7) UNDIVIDED INTEREST ONLY
IN THE TRACTS LISTED UNDER NOS. 3. THROUGH 7. ABOVE.

C. Jointly Owned Stocks, Bonds And Other Property With Right Of Survivorship

No. of Shares	Unit Value	Description or Name of Corporation	Exact Names in Which Standing	Decedent's Contribution
NONE				\$

With reference to property listed under Item 4, above, where the survivor can positively establish original ownership to any part thereof in such joint tenancy arrangements, such part as can be identified as having originally belonged to the survivor is not subject to tax. Attested affidavits and other information necessary to establish original ownership, in whole or in part, must be furnished direct to the Inheritance Tax Division, South Carolina Tax Commission.

ITEM 5:

LIFE INSURANCE, ANNUITIES AND/OR ENDOWMENT CONTRACTS PAYABLE TO BENEFICIARIES
OTHER THAN THE DECEDENT'S ESTATE.

Face Value	Contract Number	Name of Company
\$6,662.00	0640148	National Old Line
1,500.00	GN13,315,357	Equitable
1,591.00	GN12,361,529	Equitable
4,087.00	13,267,285	Equitable
1,159.00	10,684,293	Equitable
1,038.00	9,657,354	Equitable
1,758.00	11,232,972	Equitable

ITEM 6:

TRANSFERS INTENDED TO TAKE EFFECT AT DEATH

(Sec. 65-461, S. C. Code of Laws, 1952, as amended)

A. United State Government Bonds "Payable On Death" (If None-So State)

Face Value	Series	Exact Names in Which Standing	Value at Date of Death
NONE			\$

B. Trust Created By Decedent In Which Income For Life Was Retained, Power To Revoke Or Other Incidents Of Ownership Retained Which Would Preclude A Fee Simple Title Passing Until The Death Of The Transferor: (If None-So State)

Description and Location	Fair Market Value at Date of Death
NONE	\$

C. Lifetime transfer Of Real Property In Which Decedent Retained a Life Estate Or Other Incidents Of Ownership: (If None-So State)

Description and Location	Transferee	Fair Market Value at Date of Death
NONE		\$

D. Other Lifetime Transfers Intended To Take Effect At Death (If None-So State)

Description	Transferee	Fair Market Value at Date of Death
NONE		\$

ITEM 7:

POWER OF APPOINTMENT

(Sec. 65-462, S. C. Code of Laws, 1952, as amended)

A. Property Over Which Decedent Possessed A Power Of Appointment, Both Real And Personal, Whether Testamentary Or Otherwise (If None-So State)

Description	Fair Market Value of Assets Over Which Power of Appointment Held
NONE	\$

NOTE: A copy of the instrument creating Power of Appointment together with an itemized schedule of assets must be furnished direct to the Inheritance Tax Division, South Carolina Tax Commission.

STATE OF SOUTH CAROLINA
COUNTY OF Fairfield

OATH OF FIDUCIARY

Personally appeared before me J. Henry Yarborough

Administrator, ~~James~~, ~~Texas~~, of the estate of Howard S. Yarborough, who being duly sworn, says that the annexed Inventory is in all respects just and true; that contains a true statement of all the real and personal property of the said deceased, whether the interest of the deceased be absolute or otherwise, which has come to the knowledge of this deponent, together with a list of all property disposed of by decedent within the last three years that may be found or adjudged to have been in contemplation of death.

Sworn to before me this 12th day
of October, A. D., 19 75
J. D. McLeod (L. S.)
Notary Public for South Carolina

J. Henry Yarborough
J. Henry Yarborough

CERTIFICATE OF APPRAISERS

(This certificate to be signed after appraisement is made.)

We, whose names are hereunder signed, appraisers, appointed by the Probate Judge of Fairfield County, South Carolina, having first taken and subscribed the oath hereinbefore inserted, do certify that we have estimated and appraised the property in the annexed inventory contained, exhibited to us, according to the best of our knowledge and ability.

Dated this 12th day of October, A. D., 19 75.

J. H. Yarborough
James B. Harnieau
Frederick L. Chappell

Appraisers

File No. 254

Box No. 237

The State of South Carolina
COUNTY OF Fairfield

IN THE PROBATE COURT

In the Matter of the Estate of

Howard S. Yarborough

Deceased.

WARRANT OF APPRAISEMENT
INVENTORY AND RETURN
OF APPRAISERS

Filed this 12th day of October,
A. D., 19 75.

Thomas B. Harnieau Probate Judge
Fairfield County, S. C.

Recorded in Inventory and Appraisement

MICROFILMED this
day of

19

Probate Judge

County, S. C.

Recorded 1975

State of South Carolina,
County of Fairfield.

LETTERS DISMISSORY
IN PROBATE COURT

By the Honorable Thomas B. Barrineau, Jr. Judge of Probate
for the County of Fairfield in the State aforesaid

TO ALL WHOM THESE PRESENTS SHALL COME — GREETINGS:

WHEREAS, at the June Term, 1977 of the Court of Probate for Fairfield County
on the 1st day of June in the year of our Lord one thousand
nine hundred and seventy-seven the petition of
J. Henry Yarborough, Administrator
on the estate of Howard S. Yarborough
deceased, late of
Fairfield County
in this State, was presented, setting forth that the duties of said
had been fully discharged, and praying to be released from the same.

AND WHEREAS, the said J. Henry Yarborough
has complied with the Act of the
General Assembly enacted on 26th March, 1869, and published in conformity to law for at least one
month, a Citation calling upon all persons concerned to show cause on or before the 22nd
day of April why said application should not be granted. And
whereas, said Citation has been published in The News and Herald, a public Gazette
of this State, for the space of one month, and no cause being shown against said application, and it
appearing from an examination of the situation of the affairs of the said estate that the petitioner
has faithfully and honestly discharged the trust and confidence reposed in him

NOW, KNOW ALL MEN BY THESE PRESENTS, That J. Henry Yarborough

is from henceforth and forever discharged and dismissed from all liability as Administrator
of the Estate of Howard S. Yarborough as aforesaid

Thomas B. Barrineau, Jr.
WITNESS my hand and seal, Judge of Probate for Fairfield County, the 1st day of June
in the year of our Lord one thousand nine hundred and seventy-seven.

OFFICIAL SEAL

Thomas B. Barrineau Jr
Probate Judge, Fairfield County, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

Bonelle G. Yarborough,
individually and as personal
representative of the Estate
of Joel F. Yarborough, Jr.,

Plaintiff,

vs.

Joel F. Yarborough, III,
Lena Sue Yarborough, James
Henry Yarborough, Grady A.
Yarborough, Mary Louise
Yarborough, Lottie Y.
Plowman, Katie Y. Coleman,
Bessie Y. Wood, and Lawrence
H. Yarborough,

Defendants.

IN THE COURT OF COMMON PLEAS

Civil Action No. 89-CP-36-200

27130

ORDER GRANTING SUMMARY
JUDGMENT ON ALL ISSUES

NEWBERRY
JUN 29 4 37 PM '90
CLERK OF COURT

This action came before me for a hearing on June 8, 1990, on Motion for Summary Judgment of the Plaintiff Bonnelle G. Yarborough. The action was commenced by the filing of a Summons and Petition dated November 18, 1988 in the Probate Court for Newberry County. By motion of certain Defendants, and without objection of the Plaintiff, this action was removed to Circuit Court. Present at the hearing were: Thomas H. Pope, III and Adele J. Pope, attorneys for Bonelle G. Yarborough, Joel F. Yarborough and Lena Sue Yarborough and George H. Wood, attorney for the remaining Defendants. Based on the pleadings, affidavits, and the single deposition (with exhibits attached) presented at the Motion for Summary Judgment, I make the following findings of fact and conclusions of law:

JURISDICTION AND NATURE OF ACTION

This is an action involving the Estate of Joel Foster Yarborough, Jr. (the Decedent), who died on October 6, 1987, a resident of Newberry County, South Carolina, leaving a Last Will and Testament dated July 10, 1958. The parties to this action are Bonelle G. Yarborough, the widow of Mr. Yarborough; Joel F. Yarborough, III and Lena Sue Yarborough, his children; Lawrence H. Yarborough and Grady A. Yarborough, children of a deceased brother of Mr. Yarborough; and five living brothers and sisters of Mr. Yarborough. Plaintiff began this action as a declaratory judgment to determine certain questions related to the Will and the Estate. By Counterclaim, the Defendants other than Lena Sue Yarborough and Joel F. Yarborough, III, asked that the Court declare that the Estate of Joel F. Yarborough, Jr., has no interest in certain property hereafter described.

The Motion for Removal to this Court by the Defendants other than Joel F. Yarborough, III, and Lena Sue Yarborough was not objected to by the other parties. Further, at the Motion for Summary Judgment, all parties stipulated that no questions have been raised as to jurisdiction of this Court to decide all matters raised in Plaintiff's Motion for Summary Judgment.

ISSUES PRESENTED

#2
T.L.A.
Joel Foster Yarborough, Jr., died on October 6, 1987, leaving a Last Will and Testament dated July 10, 1958. Item III of the Will devises all of his property one-half (1/2) to his wife, the Plaintiff, and the other half to his brothers and sisters "living at the time of (his) death, share and share alike."

After the execution of the Will, the Decedent had two (2) children, the Defendants Joel F. Yarborough, III (born April 8, 1959) and the Defendant Lena Sue Yarborough (born April 2, 1964).

The Decedent's Will was duly admitted to probate on October 19, 1987, and the Plaintiff was on that date appointed Personal Representative of the Estate. Defendants Joel F. Yarborough, III and Lena Sue Yarborough timely filed with the Probate Court petitions alleging their entitlement to an intestate share of the Estate, as a result of their having been omitted by a Will executed prior to their birth.

Thereafter, Plaintiff, in her individual capacity, timely filed a Protective Election for her statutory elective share, so that any share going to her children would not reduce the share which she was given under the Will below the amount to which she would be statutorily entitled as the spouse of the Decedent. The Defendants Lawrence H. Yarborough and Grady A. Yarborough are the children of Howard S. Yarborough, a brother of the Decedent who is predeceased. Howard S. Yarborough died a resident of Fairfield County, South Carolina, on or about February 17, 1975. The interest of Joel F. Yarborough, Jr. in certain parcels of real estate rightfully owned by his father, Joel F. Yarborough, Sr., in Fairfield County, South Carolina (the "Yarborough Estate Land"), and any personal assets of the Estate of Joel F. Yarborough, Sr. remain undistributed.

Plaintiff seeks an order of judgment as follows:

1. Determining the entitlement of Joel F. Yarborough and Lena Sue Yarborough to an

interest in the Estate of Joel F. Yarborough, Jr. and declaring the amount of such interest (Plaintiff asserts their interest to be a one-fourth (1/4th) undivided interest each in said Estate as a matter of law, based upon South Carolina Code Section 62-2-302 - the pretermitted children's statute); and

2. Determining the Plaintiff's individual interest in the Estate of Joel F. Yarborough, Jr., as reduced by any interest of Joel F. Yarborough, III and Lena Sue Yarborough, pursuant to the Petition for Protective Elective Share filed herein (Plaintiff believes her individual interest in the estate to be a one-third undivided interest as a matter of law, pursuant to South Carolina Probate Code Section 62-2-201.); and

3. Declaring the interest, if any, of Grady A. Yarborough and Lawrence H. Yarborough in the Estate of Joel F. Yarborough, Jr. (Plaintiff believes these Defendants to have no interest in said Estate pursuant to the terms of the Last Will and Testament of Joel F. Yarborough, Jr. because his Will devises a one-half interest only to the surviving brothers and sisters); and

4. Declaring the interest of each of the other Defendants herein in the Estate of Joel F. Yarborough, Jr. (Plaintiff asserts that all of these other Defendants, being the surviving brothers and sisters of the Decedent, share equally in a one-sixth undivided interest in the Estate of Joel F. Yarborough, Jr.); and

5. Further declaring that the Decedent Joel F. Yarborough, Jr., at his death, was the owner of an undivided one-seventh (1/7th) interest in all of the Yarborough Estate Lands, consisting of seven tracts of real property in Fairfield County, South Carolina, being the remaining lands of which the Decedent's father, Joel F. Yarborough, Sr., died seized and possessed (approximately 920 acres, more or less).

#4
T.L.B.

All parties agree that Plaintiff's position as to all matters except the interest of Joel F. Yarborough, Jr., in the Yarborough

Estate Lands is correct. For this reason, the Court's findings as to these matters will be abbreviated.

INTEREST OF THE DECEDENT'S PRETERMITTED CHILDREN

The Defendants Lena Sue Yarborough and Joel F. Yarborough, III, were born after the execution of the Will of Joel Foster Yarborough, Jr. Section 62-2-302 of the South Carolina Probate Code provides as follows:

"If a testator fails to provide in his will for any of his children born or adopted after the execution of his will, the omitted child receives a share in the estate equal in value to that which he would have received if the testator had died intestate..."

This statute provides exceptions, but none of them apply to the case at hand. It is therefore declared that the Defendants Joel F. Yarborough, III, and Lena Sue Yarborough each take a one-fourth (1/4th) undivided interest in the Estate of Joel F. Yarborough, Jr.

PLAINTIFF'S ELECTIVE SHARE

Although the Plaintiff, under the Will of her husband, was given more than elective share, creation of the shares for her children would reduce such interest. Plaintiff, therefore, timely filed a Protective Election asking that her share of the Estate not be reduced below one-third (1/3rd).

Having timely filed her election pursuant to §62-2-201 of the South Carolina Probate Code, Plaintiff is entitled to a one-third (1/3rd) share of the Estate of Joel F. Yarborough, Jr.

THE INTEREST OF GRADY A YARBOROUGH AND LAWRENCE H. YARBOROUGH

The Will of the Decedent provided for a share to go to his "surviving" brothers and sisters. The language of the Will

overrides the operation of the ante-lapse statute. Therefore, Lawrence H. Yarborough and Grady A. Yarborough, children of the deceased brother of Joel F. Yarborough, Jr., have no interest in the Estate.

THE INTEREST OF THE REMAINING DEFENDANTS

The remaining Defendants are James Henry Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, Katie Y. Coleman and Bessie Y. Wood, each of them being brothers and sisters of the Decedent Joel F. Yarborough, Jr. Each of them was living at the time of Joel F. Yarborough, Jr.'s death in 1987. After setting aside a one-fourth (1/4th) interest for each of the children of the Decedent, and the one-third (1/3rd) share of Plaintiff, the remaining one-sixth (1/6th) interest in the Estate of Joel F. Yarborough, Jr., should be divided equally among the five (5) Defendants who are the surviving brothers and sisters of Joel F. Yarborough, Jr.

INTEREST OF THE DECEDENT IN THE JOEL F. YARBOROUGH ESTATE LANDS

The Decedent was the son of Joel F. Yarborough, Sr., who died on January 11, 1949, a resident of Fairfield County, South Carolina. His heirs at law were his seven (7) children, namely Joel F. Yarborough, Jr., J. Henry Yarborough, Mary Louise Yarborough, Howard S. Yarborough, Lottie Y. Plowman, Katie Y. Coleman and Bessie Y. Wood, each of whom inherited an undivided one-seventh (1/7th) interest their father's estate. The only children who have died since 1949 are Howard and Joel. At the death of Joel F. Yarborough, Jr., approximately 940 acres remained

of the property inherited by the seven children.

The Defendant brothers and sisters assert that by virtue of a deed dated December 24, 1953 given to Joel F. Yarborough, Jr., by his brothers and sisters, not joined in by Joel F. Yarborough, Jr., the Plaintiff relinquished his right in the remaining Yarborough Lands.

The following facts are relevant in the determination of this question:

1. Joel F. Yarborough, Jr., never executed a deed to his brothers and sisters, or otherwise consented to a partition of the Yarborough Lands.

2. For the period from 1949 through the death of the Decedent in 1988, more than 35 years, the course of conduct of all of the parties confirms that Joel F. Yarborough, Jr. never relinquished his interest in the remaining Yarborough Lands.

3. From the date of death of Joel F. Yarborough, Sr., to the date of death of Joel F. Yarborough, Jr., the Yarborough family conducted sales of tracts of the Yarborough Land and timber sales on the land. In every recorded instance, the interest of Joel F. Yarborough was declared to be one-seventh (1/7), and the proceeds of such sales were divided accordingly.

4. Upon the death of Howard S. Yarborough in 1979, his entire probate record reflects that he is a one-seventh (1/7) undivided owner of the then-remaining Yarborough Estate Lands.

#7
T.L.H.
5. Joel F. Yarborough, Jr., in spite of having a wife and children, left a Will in which he devised one-half (1/2) of his

property to his brothers and sisters.

6. Joel F. Yarborough, Jr. participated as a one-seventh (1/7) owner in more than fifteen (15) transactions involving the Yarborough Estate Lands from the period from 1949 through his death.

7. Throughout his life, the Decedent reported the timber and other sales on his income tax returns, showing in each instance his interest to be one-seventh (1/7) of the whole.

8. The Defendant brothers and sisters consented in making distributions of one-seventh (1/7) of the sales proceeds in each of these sales to Plaintiff's decedent Joel F. Yarborough, Jr., over the 35-year period.

9. The real property records of Fairfield County since 1949 have reflected Joel F. Yarborough, Jr. as an undivided one-seventh (1/7) owner of the Yarborough Estate Lands. This is consistent with all other records.

The only reasonable conclusion to be drawn from the consistent pattern of the parties over a period of thirty years is that the Decedent Joel F. Yarborough, Jr. was a one-seventh (1/7) undivided owner of the Yarborough Estate Lands. The assertion of the Defendant brothers and sisters that the partition of the Yarborough Estate Lands was completed as to the Decedent Joel F. Yarborough, Jr. flies in the face of the facts presented. "The ordinary method of effecting a voluntary partition is by the mutual exchange of individual deeds." 68 C.J.S. Partitions, Section 9, p. 15. In the instant case, the Plaintiff's Decedent, Joel Foster Yarborough, Jr.

never deeded his one-seventh (1/7) interest in the Yarborough Estate Lands to his brothers and sisters. Thus, the alleged voluntary partition is not binding on him, and therefore not binding on any of them. See Curtis v. Deschamps, 290 S.C. 315, 352 S.E.2d 201 (1986), citing 68 C.J.S. Partitions, Section 9, Section 17, pp. 15 and 21 (1975). Further, the action and conduct of both Joel F. Yarborough, Jr. and the Defendant brothers and sisters since 1953 clearly shows that the Decedent never relinquished his interest in the remaining Yarborough Estate Lands and that the exception to the general rule cannot here be applicable.

The defendants have argued, although they have not pled, that there was a family settlement effectuated by the 1953 deed. However, it is fundamental that there can be no settlement without the participation and agreement of all parties. Family settlements must be established by competent evidence. Smith v. Williams, 114 S.C. 265, 139 S.E.. 625, 629 (127). In this case there has been no settlement, and the defendants' course of conduct over 35 years refutes any such settlement. The deposition of the attorney for some of the named defendants, John McLeod, Esquire, reflects that on November 1, 1976, he rendered a title opinion that all seven of the children of J. F. Yarborough, including the plaintiff's decedent Joel F. Yarborough, Jr., owned a one-seventh (1/7) interest each in the portion of the Yarborough Estate Lands which was the subject of his opinion letter.

The defendants have also argued, although it was not pled,

that the 1953 conveyance to plaintiff's decedent is an "advancement", and the value of that acreage should be brought into a hotchpot with the remaining estate lands. First, this theory, not having been set forth in defendants' Answer and Counterclaim, is waived by the defendants and may not now be raised. Secondly, even if it had been pled, there is no merit to this argument. Advancements are gifts of decedents prior to their death. McCaw v. Blewit, 2 McCord Eq. 90 (1827). In this case, the alleged "advancement" was made by six of the seven children of decedent several years after his death. In any event, there is simply no evidence of any agreement by the plaintiff's decedent for the 1953 conveyance to him to be considered an advancement. Advancements must be supported by competent evidence. In this case no advancement was made by J. F. Yarborough, Sr., nor did the 1953 deed amount to an advancement.

#40
T.L.H.
The law of South Carolina is clear that, under Rule 56 of the South Carolina Rules of Civil Procedure, summary judgment can be granted only where there are no genuine issues of material fact. Nevertheless, in this case granting of summary judgment is appropriate because there are no such genuine issues of fact. Although summary judgment is not to be lightly granted, and this Court must, and has, reviewed the evidence in the light most favorable to the non-moving party, nevertheless, there are no genuine issues of material fact and the Plaintiff is therefore entitled to summary judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Joel F. Yarborough, III and Lena Sue Yarborough are each entitled to a one-fourth (1/4) interest in the Estate of Joel F. Yarborough, Jr.

2. The Plaintiff, Bonelle G. Yarborough, is entitled to a one-third (1/3) interest in the Estate of Joel F. Yarborough, Jr. pursuant to her Protective Election filed herein.

3. The Defendants Grady A. Yarborough and Lawrence H. Yarborough have no interest in the Estate of Joel F. Yarborough, Jr.

4. The Defendants James Henry Yarborough, Grady A. Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, Katie Y. Coleman and Bessie Y. Wood, the brothers and sisters of the Decedent Joel F. Yarborough, Jr., shall share equally a one-sixth (1/6) interest in the Estate of Joel F. Yarborough, Jr.

5. Joel F. Yarborough, Jr., at his death was a one-seventh (1/7) undivided owner of all remaining parcels of the Yarborough Estate Lands, located in Fairfield County, South Carolina, of which the Decedent's father, Joel F. Yarborough, Sr., died seized and possessed (approximately 940 acres, more or less).

AND IT IS SO ORDERED.


Thomas L. Hughston, Jr.
Resident Judge
Eighth Judicial Circuit

Greenwood, South Carolina

JUNE 28, 1990

DEEMED
DOCUMENTARY STAMPS 254 90
COUNTY TAX 197.90
AFFIDAVIT FILED
ATTACHED

58

4041

STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD)

TITLE TO REAL ESTATE

Nov 28 11 28 AM '01
FAIRFIELD COUNTY
CLERK OF COURT
BETTY JO BECKHAM

KNOW ALL MEN BY THESE PRESENTS, that, I, ADELE J. POPE, (hereinafter referred to as the "Grantor") in the State aforesaid, for and in consideration of Ninety-Eight Thousand and no/100 (\$98,000.00) Dollars and other valuable consideration to the Grantor in hand paid at and before the sealing of these presents by the Grantees hereinafter named, in the state aforesaid, (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell, and release unto the Grantees named below, their heirs, successors and assigns forever, namely:

BONNELLE G. YARBOROUGH and JOEL F. YARBOROUGH, III, as Joint Tenants With Rights of Survivorship, and Not as Tenants in Common

Grantor's entire interest in the following described property:

All that certain piece, parcel or tract of land, situate, lying and being near Jenkinsville, in Fairfield County, South Carolina, containing One Hundred Forty-three and 11/100 (143.11) gross acres, more or less, and more particularly described as Tract C on a plat of the Yarbrough Estate prepared by Glenn Associates Land Surveying Company, dated July 19, 1993 and recorded in the Office of the R.M.C. for Fairfield County in Plat Slide 13 at Pages 929 and 930, which plat is incorporated herein by reference. As shown thereon, Tract C contains One Hundred Forty-three and 11/100 (143.11) gross acres, more or less.

This is the same property which was deeded to Grantor, Grantee and Sue Y. East by Deed of Distribution of the Estate of Joel F. Yarbrough, Jr., dated November 9, 1993, and recorded on January 19, 1994 in the Office of the Clerk of Court for Fairfield County in Deed Book MU at Page 64.

FOR REFERENCE ONLY: Portion of Fairfield County Tax Map No. 222-0-2-7.

This conveyance is made subject to all easements, conditions, restrictions and limitations of record, including any shown on a recorded Plat.

FAIRFIELD COUNTY ASSESSOR

DATE 11-29-01
TAX MAP NO. 222-0-2-03-007

The within Deed
recorded this 28 day of November
2001 in Book RH Page 53
Betty Jo Beckham
Betsy Jo Beckham
Clerk of Court of Common Pleas & General Sessions
Fairfield County, S. C. E.F.

D 53

D 54

GRANTEES' ADDRESSES:
1648 Livingston Rd.
Pomaria, South Carolina 29126

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the premises belonging or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises unto the Grantees, his heirs, successors and assigns forever.

And the Grantor does hereby bind herself, her heirs, successors, assigns and executors and administrators, to warrant and forever defend all and singular the premises unto the Grantees and the Grantees' heirs, successors and assigns, against the Grantor and against the Grantor's heirs, successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 20th day of November, in the year of our Lord Two Thousand and One.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Karin F. Richard
Witness

Adele J. Pope
ADELE J. POPE

Marion J. Hill
Witness

2

D 54

D 55

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw ADELE J. POPE, sign, seal and as her act and deed, deliver the within-written Title to Real Estate for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Kevin E. Linhart

SWORN TO BEFORE ME this
20th day of November, 2001.

Monica G. Hines (A.S.)

Notary Public for South Carolina
My Commission Expires: 9/17/2011

C:\msd\YAKBROUCH\LANDDEED.rpt

3

D 55

24 6

D 56

Page 1 of 2

STATE OF SOUTH CAROLINA)
COUNTY OF Fairfield

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at _____
bearing Fairfield County Tax Map Number 222-0-2-7, was transferred
by Adelle R. Pope
to Dannelle A. Haskins; Trust F. Haskins III on 11-27-2021.

3. Check one of the following: The deed is

- (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$93,000 - Settlement of Partition Action
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: attorney to Purchaser

D 56

Page 51

D 57

Page 2 of 2

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]
Responsible Person Connected with the Transaction

Robert C. L. L. L.
Print or Type Name Here

SWORN to before me this 28
day of November 2021
at Uniontown, PA
Notary Public for SC
My Commission Expires 03-30-10

Not 28 11 28 AM '21
FAIRFORD COUNTY
CLERK OF COURT
BETTY JO BECKMAN

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or exoneration of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the realty, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any tax or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the law are:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-32, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1042 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 35 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, for example, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the law even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust, a family partnership is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and blood descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-42(A);
- (10) transferring realty to a statutory successor or consolidation from a constituent corporation in the continuing of the corporation;
- (11) transferring realty to a merger or consolidation from a constituent partnership to the continuing new partnership;
- (12) that constitute a corrective deed or a quieting deed used to confirm title already vested in the grantor, provided that no consideration of any kind is paid or to be paid under the corrective or quieting deed.

Page 52

D 57

EXEMPTED ☒
DOCUMENTARY STAMPS
COUNTY TAX
AFFIDAVIT FILED
ATTACHED

0185

STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD

345

TITLE TO REAL ESTATE
JOINT TENANCY WITH
RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that the undersigned BONNELLE G. YARBOROUGH hereinafter referred to as the "Grantor," in the State aforesaid, in consideration of the sum of FIVE DOLLARS AND THE LOVE AND AFFECTION WHICH I BEAR FOR MY SON to her well and truly paid by JOEL F. YARBOROUGH, III, whose mailing address is hereinafter set forth, hereinafter referred to as the "Grantee," at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said:

BONNELLE G. YARBOROUGH AND JOEL F. YARBOROUGH, III
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP,
AND NOT TENANTS IN COMMON

DESCRIPTION OF PREMISES CONVEYED ("The Premises"):

A 2/9 undivided interest in and to the following described property:

All that certain piece, parcel or tract of land, situate, lying and being near Jenkinsville, in Fairfield County, South Carolina, containing one hundred forty three and 11/100 (143.11) acres, more or less, and more particularly described as Tract "C" on a plat of The Yarbrough Estate prepared by Glenn & Associates Land Surveying Company, dated July 19, 1993 and recorded in the office of the RMC for Fairfield County in plat slide 13 at pages 929 and 930, which plat is incorporated herein by reference. As shown thereon, Tract "C" contains 143.11 gross acres, more or less.

This is the identical interest and parcel as was conveyed to Grantor herein by deed of James Henry Yarbrough, et al recorded February 11, 1994 in Deed Book MU at page 338 and by Deed of Distribution filed January 18, 1994 in Deed Book MU at page 64.

TAX MAP REFERENCE NUMBER: _____

THIS CONVEYANCE IS MADE SUBJECT TO: All conditions, covenants, easements, restrictions and rights of way indicated by instruments, including plats, of record, and to all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate.

GRANTEES' MAILING ADDRESS: For the purpose of this instrument, the Grantees' mailing address is:

1648 Livingston Road, Pomaria, SC 29126

FAIRFIELD COUNTY ASSESSOR

DATE 1-23-03

TAX MAP NO. 222-00-02-007

D 345

D 346

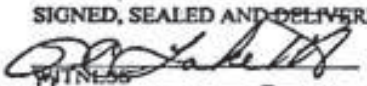
Together with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Premises before mentioned unto the said Grantee, as joint tenants with rights of survivorship and not as tenants in common.

And the said Grantor does hereby bind herself and her heirs and personal representatives to warrant and forever defend all and singular the said Premises unto the said Grantee, their heirs and assigns, against herself and her heirs and personal representatives, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS, the Grantor's hand and seal this 17th day of January in the year two thousand two A.D. and in the two hundred and twenty sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:


WITNESS

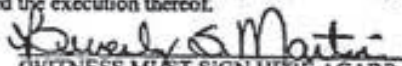
WITNESS


BONNELLE G. YARBROUGH

STATE OF SOUTH CAROLINA }
COUNTY OF NEWBERRY }

PROBATE

PERSONALLY APPEARED before me the undersigned Witness and made oath that (s)he saw the within-named BONNELLE G. YARBROUGH, sign, seal and as his/her act and deed, deliver the within-written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness who signed above, witnessed the execution thereof.


(WITNESS MUST SIGN HERE AGAIN)

SWORN TO BEFORE ME THIS 17th
day of January, 2002

 (SEAL)
Notary Public for South Carolina
My Commission expires: 1/8/12

THIS TITLE NOT EXAMINED OR CERTIFIED BY:
LAKE AND LAKE ATTORNEYS, LLC
ATTORNEYS AT LAW

D 346

JAN 22 10 32 AM '02
FAIRFIELD COUNTY
CLERK OF COURT
BETTY JO BECKHAM

D 347

STATE OF SOUTH CAROLINA
BONNELLE G. YARBOROUGH

TO

BONNELLE G. YARBOROUGH AND JOEL F. YARBOROUGH, III

TITLE TO REAL ESTATE

Filed 22 day of January, A.D. 2022
at 11:32 o'clock A. M. and recorded in

Book AJ at page 345

Betty Jo Beckham
R. M. C. or Clerk of Court C.P. & G. S.

FAIRFIELD County, S. C.

CF

Recorded this _____ day of _____, 20__

in Book _____ Page _____

Auditor FAIRFIELD County, S.C.

Lake and Lake, Attorneys, LLC
Attorneys at Law
1325 Main Street
Newberry, SC 29108

D 347

ml/338

00410

D 0338

STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD)

TITLE TO REAL ESTATE

Feb 11 2 33 PM '94
FAIRFIELD COUNTY
CLERK OF COURT
DOUGLAS JAMES

KNOW ALL MEN BY THESE PRESENTS that we, Bonnette G. Yarborough, Mary Louise Yarborough and Lawrence H. Yarborough, of Fairfield County in the State aforesaid; and Lottie Y. Plowman, of Lexington County in the State aforesaid; and Katie Y. Coleman and Grady A. Yarborough, of Richland County in the State aforesaid; and Bessie Y. Wood of Spartanburg County in the State aforesaid; -- for and in consideration of the mutual covenants contained in the "SETTLEMENT AGREEMENT AND AGREEMENT AMONG SUCCESSORS TO DECEDENT" executed in connection with the settlement of Case No. 92-CP-20-9 by and between the grantors herein and various grantees herein, namely: Bonnette G. Yarborough and Joel F. Yarborough, III, of Newberry County, in the State aforesaid, and Sue Yarborough East, of the City of Marietta in the State of Georgia, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto:

Bonnette G. Yarborough, Joel F. Yarborough, III, Sue Yarborough East, and Adele J. Pope, their heirs and assigns, in the following ratios:

Unto the said Bonnette G. Yarborough, her heirs and assigns, an undivided two-ninths (2/9) interest;

Unto the said Joel F. Yarborough, III, his heirs and assigns, an undivided two-ninths (2/9) interest;

Unto the said Sue Yarborough East, her heirs and assigns, an undivided two-ninths (2/9) interest; and

Unto the said Adele J. Pope, her heirs and assigns, an undivided one-third interest --

in and to the following-described real estate:

All that certain piece, parcel or tract of land situate

Page 1 of Ten Pages (excluding probate)

FAIRFIELD COUNTY ASSESSOR

DATE 2-14-94

TAX MAP NO. 222-00-02-007

D 0338

D 0339

and lying approximately one mile southeast of Jenkinsville, in Fairfield County, South Carolina, being shown and delineated as Tract "C" (also referred to in the Bearings and Distances Chart in the upper left portion of the below-mentioned plat as Tract "III") entitled "Final Plat of Property Surveyed for the Yarborough Estate" dated July 19, 1993, by Michael R. Mills, R.L.S. #11606, and to be recorded in the office of the Clerk of Court for Fairfield County. According to the aforesaid plat the property being conveyed is more particularly described as follows: Beginning at a point on St. Barnabas Road (Road No. S-20-247) shown as Point No. 243 on said plat, where Tract "C" adjoins Tract "B" as shown on said plat, Point No. 243 being a P/K nail set in the centerline of St. Barnabas Road; thence running S 56°16'07" E for a distance of 168.57 feet to Point No. 242; thence turning and running S 73°57'38" E for a distance of 167.87 feet to Point No. 241; thence turning and running S 89°57'28" E for a distance of 164.13 feet to Point No. 240; thence turning and running N 73°14'18" E for a distance of 154.41 feet to Point No. 239; thence turning and running N 59°25'28" E for a distance of 138.94 feet to Point No. 238, where a 3/4-inch rebar is set in the centerline of St. Barnabas Road; thence turning and running southeasterly along property now or formerly of Preston L. Peach and Susan E. Peach S 63°13'5" E for a distance of 77.99 feet to Point No. 237, where a 1-inch rebar is set; thence turning and running S 51°28'17" E for a distance of 1831.85 feet to Point No. 227, where a 1-inch rebar was found; thence turning and running in a southwesterly direction S 38°43'34" W for a distance of 610.80 feet to Point No. 226, where a 1-inch rebar was found; thence turning and running S 37°10'55" W for a distance of 1177.85 feet to Point No. 225, where a 1-inch rebar was found on the property line; thence continuing in the same direction for a distance of 10.00 feet to Point No. 224, being a corner in Pigpen Creek; thence turning and running in a southeasterly direction S 59°15'49" E for a distance of 58.94 feet to Point No. 223; thence turning and running S 37°44'49" E for a distance of 60.57 feet to Point No. 222; thence turning in an easterly direction and running N 8°04'11" E for a distance of 64.35 feet to Point No. 221; thence turning and running S 85°47'13" E for a distance of 188.03 feet to Point No. 220; thence turning and running S 74°31'52" E for a distance of 122.84 feet to Point No. 219; thence turning and running S 68°17'03" E for a distance of 193.08 feet to Point No. 218; thence turning and running S 47°32'01" E for a distance of 51.22 feet to Point No. 217; thence turning and running S 67°53'49" E for a distance of 216.54 feet to Point No. 216; thence turning and running S 47°51'06" E for a distance of 72.55 feet to

Page 2 of Ten Pages (excluding probate)

D 0339

D 0340

Point No. 215; thence turning and running S 80°41'40" E for a distance of 150.50 feet to Point No. 214; thence turning and running S 66°02'42" E for a distance of 294.76 feet to Point No. 213; thence turning and running S 43°12'19" E for a distance of 52.20 feet to Point No. 212; thence turning and running S 59°54'18" E for a distance of 100 feet to Point No. 211; thence turning and running S 64°02'32" E for a distance of 151.86 feet to Point No. 210, being a corner in Pigpen Creek; thence turning and running in a southwesterly direction S 46°01'28" W for a distance of 85 feet to Point No. 228, where a 1-inch rebar was found on the line; thence running in the same direction for a distance of 1185.14 feet to Point No. 175, where a 1-inch rebar was set; thence turning and running in a northwesterly direction S 50°39'23" E for a distance of 1412.47 feet to a point where a 1-inch rebar was set; thence turning and running S 52°45'20" E for a distance of 1074.78 feet to a point where a 1-inch rebar was set; thence turning and running in a northerly direction S 02°46'38" W for a distance of 99.78 feet to Point No. 76; thence turning and running S 02°46'38" W for a distance of 2464.19 feet to a 1-inch rebar set on the boundary between Tract "C" and the southern side of the right-of-way of St. Barnabas Road; thence continuing in the same direction for a distance of 48.73 feet to Point No. 243, the point of beginning. Be all measurements a little more or less.

The property conveyed herewith is a portion of the tract identified upon Fairfield County Tax Map No. 222-0-2-7.

DERIVATION: This is a portion of a tract devised under the will of Joel F. Yarborough, Jr., filed for probate as Case No. 87-ES-36-00227 in the Probate Court for Newberry County.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Bonnelle G. Yarborough, Joseph F. Yarborough, III, Sue Yarborough East, and Adele J. Pope, in the ratios above-stated, their heirs and assigns forever.

AND we do hereby bind ourselves, our heirs, executors and ad-

Page 3 of Ten Pages (excluding probate)

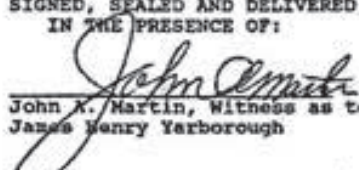
D 0340

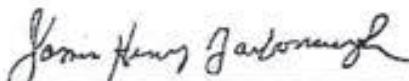
D 0341

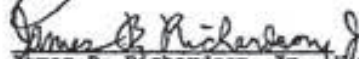
ministrators, to warrant and forever defend all and singular the said premises unto the said Bonnelle G. Yarborough, Joseph F. Yarborough, III, Sue Yarborough East, and Adele J. Pope, their heirs and assigns, in the ratios above-stated, against us and our heirs and against every person whosoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hands and seals in the year of our Lord one thousand nine hundred and ninety-four, and in the two hundred and eighteenth year of the sovereignty and independence of the United States of America, and on the day and month stated below as to each grantor respectively. -- January 10, 1994 as to ALL grantors.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


John A. Martin, Witness as to
James Henry Yarborough


James Henry Yarborough

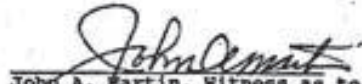

James B. Richardson, Jr., Witness
as to James Henry Yarborough

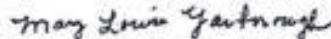
Page 4 of Ten Pages (excluding probate)

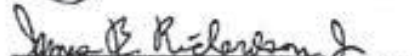
D 0341

D 0342

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


John A. Martin, Witness as to
Mary Louise Yarborough


Mary Louise Yarborough


James B. Richardson, Jr., Witness
as to Mary Louise Yarborough

Page 5 of Ten Pages (excluding probate)

D 0342

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

D 0343

John A. Martin
John A. Martin, Witness as to
Lottie Y. Plowman

Lottie Y. Plowman
Lottie Y. Plowman

James B. Richardson, Jr.
James B. Richardson, Jr., Witness
as to Lottie Y. Plowman

Page 6 of Ten Pages (excluding probate)

D 0343

D 0344

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


John A. Martin, Witness as to
Katie Y. Coleman


Katie Y. Coleman


James B. Richardson, Jr., Witness
as to Katie Y. Coleman

Page 7 of Ten Pages (excluding probate)

D 0344

D 0345

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

John A. Martin
John A. Martin, Witness as to
Bessie Y. Wood

Bessie Y. Wood
Bessie Y. Wood

James B. Richardson, Jr.
James B. Richardson, Jr., Witness
as to Bessie Y. Wood

8120 0

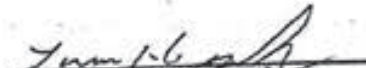
Page 8 of Ten Pages (excluding probate)

D 0345

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

D 0346


John A. Martin, Witness as to
Lawrence H. Yarborough


Lawrence H. Yarborough


James B. Richardson, Jr., Witness
as to Lawrence H. Yarborough

D 0346

Page 9 of Ten Pages (excluding probate)

D 0347

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


John A. Martin, Witness as to
Grady A. Yarborough


Grady A. Yarborough


James B. Richardson, Jr., Witness
as to Grady A. Yarborough

Page 10 of Ten Pages (excluding probate)

D 0347

D 0348

STATE OF SOUTH CAROLINA }
COUNTY OF FAIRFIELD }

FEB 11 2 33 PM '94
PROBATE
FAIRFIELD COUNTY
CLERK OF COURT
DOUGLAS C. ANDERSON

PERSONALLY appeared before me John A. Martin and made oath that he saw the within-named James Henry Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, Katie Y. Coleman, Bessie Y. Wood, Lawrence M. Yarborough, and Grady A. Yarborough sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that he, with James B. Richardson, Jr., witnessed the execution thereof.


John A. Martin

SWORN to before me this
10th day of January, 1993.


NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 9/14/2000

I hereby certify that the within
Deed
was filed for record in my office at
2:39 P.M. o'clock on the 11 day of
Feb 1994 and was
immediately entered upon the proper
index and duly recorded in Book THU
of Deeds at Page 338

Douglas C. Anderson
Clerk of Court and CLERK, Fair Fairfield County, S.C.

C 7 I

D 0348

02-9

318

STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD) IN THE COURT OF COMMON PLEAS

Bonnelle G. Yarborough,)
Individually and as Personal)
representative of the Estate)
of Joel F. Yarborough, Jr.,)

Plaintiff,)

vs.)

Joel F. Yarborough, III,)
Sue Y. East, formerly Lena)
Sue Yarborough, James Henry)
Yarborough, Mary Louise)
Yarborough, Lottie Y.)
Plowman, Katie Y. Coleman,)
Bessie Y. Wood, Lawrence H.)
Yarborough and Grady A.)
Yarborough,)

Defendants.)

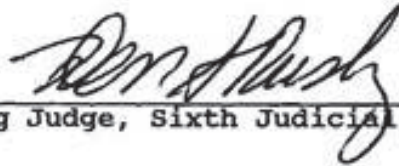
Civil Action No. 92-CP-20-9

CONSENT ORDER OF DISMISSAL

FEB 15 9 19 AM '94
FAIRFIELD COUNTY
CLERK OF COURT
DORIS C. [unclear]

It appearing to the satisfaction of the Court that this matter has been fully and finally settled among the parties by the exchange of voluntary Partition Deeds, this matter is hereby dismissed, with prejudice, and forever ended.

AND IT IS SO ORDERED.



Presiding Judge, Sixth Judicial Circuit



Winnboro, South Carolina

February 10th, 1994.



318

ELECTRONICALLY FILED - 2023 May 22 1:52 PM - NEWBERRY - COMMON PLEAS - CASE#2022CP3600326

mul/64

00173

D 0064

STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY
IN THE MATTER OF ESTATE OF JOEL F. YARBOROUGH, JR.
CASE NUMBER 87-ES-36-00227

JAN 13 9 07

PROBATE COURT

JAN 18 11 57 AM '94
FILED

DEED OF DISTRIBUTION

WHEREAS, the decedent died on October 6, 1987; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Newberry County, South Carolina, in File # 87-ES-36-00227; and,

WHEREAS, the grantees herein are either beneficiaries or heirs-at-law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

WHEREAS, this Deed of Distribution is executed in accordance with the terms of the settlement agreement among the parties in a case entitled Bonnelle G. Yarborough, Individually and as Personal Representative of the Estate of Joel F. Yarborough, Jr. v. Joel F. Yarborough, III, Sue Y. East, formerly Lena Sue Yarborough, James Henry Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, Katie Y. Coleman, Bessie Y. Wood, Lawrence H. Yarborough and Grady A. Yarborough, in the Fairfield County Court of Common Pleas in Civil Action No. 92-CP-20-9.

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Bonnelle G. Yarborough, an undivided two-ninths (2/9) interest
Address: Route 1, Box 319
Pomaria, South Carolina 29126

Name: Joel F. Yarborough, III, an undivided two-ninths (2/9) interest
Address: Route 1, Box 318-A
Pomaria, South Carolina 29126

Form #400PC (1/89)
62-3-907, 62-3-908

PAGE 1 OF 3

D 0064

D 0065

Name: Sue Yarborough East, an undivided two-ninths (2/9)
Interest
Address: 2638 Arbor Glenn Place
Marietta, Georgia 30066

Name: Adele J. Pope, an undivided one-third (1/3) interest
Address: 1238 Walnut Street
Newberry, South Carolina 29108

in the Decedent's entire interest in the following described property:

All that certain piece, parcel or tract of land, situate, lying and being in Fairfield County, South Carolina, containing One Hundred Forty-three and 11/100 (143.11) gross acres, more or less, and more particularly described as Tract C on a plat the Yarborough Estate prepared by Glenn Associates Land Surveying Company, dated July 19, 1993, to be recorded, in the Office of the R.M.C. for Fairfield County, which plat is incorporated herein by reference. As shown thereon, Tract C contains One Hundred Forty-three and 11/100 (143.11) gross acres, more or less.

For Reference Only: Portion of Fairfield County Tax Map No. 222-0-2-7.

The above-described property is a portion of the property inherited by Joel F. Yarborough, Jr. from his father, Joel F. Yarborough, Sr., who died intestate on January 11, 1949, and whose estate records are found in the Office of the Probate Court for Fairfield County in Box 165, Package 6183.

The above conveyances are made subject to all easements, conditions and limitations of record, including any which may be shown on a recorded plat.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Grantees, their heirs and assigns forever, or otherwise entitled to the distribution set out herein.

Form #400PC (1/89)
62-3-907, 62-3-908

PAGE 2 OF 3

D 0065

D 0066

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 9th day of November, 1993.

SIGNED, SEALED AND DELIVERED Estate of: JOEL F. YARBOROUGH, JR.
IN THE PRESENCE OF

by Signature

Bonnelle G. Yarbrough
Bonnelle G. Yarbrough

Witness: Thomas H. Pope

Witness: Adelle J. Pope

I hereby certify that the within
Deed of Distribution

was filed for record in my office at
9:27 A.M. on the 19th of
January, 1994 and was

indicated by the mlc
of Deeds 64
Dorcas B. Probert

STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

PERSONALLY appeared before me
oath that he/she saw the within named Personal Representative(s)
sign, seal, and as their act and deed, deliver the within written
Deed, and that he/she with
the execution thereof. E F I and made
witnessed

SWORN to before me this 9th
day of November, 1993.

Thomas H. Pope
Notary Public for South Carolina
My Commission Expires: 7-14-2002

Witness Signature:

Adelle J. Pope

Form #400PC (1/89)

PAGE 3 OF 3

D 0066

26,908

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF FAIRFIELD)

Case No.: 2006-CP-20-260

Bonnelle G. Yarborough and Joel F.
Yarborough, III,

Plaintiffs,

vs.

Sue Yarborough East

Defendant.

**CONSENT ORDER
OF
SPECIAL REFEREE**

2008 FEB -1 A 9 59
FAIRFIELD COUNTY
CLERK OF COURT
BETTY JO PETCHAM

This partition action was referred to the undersigned Special Referee (with finality) percent to Consent Order of Reference herein filed April 18, 2007, and Rule 53, RCRCP, for the purpose for taking testimony herein and entering an Order therefrom, with any appeal to be taken only and directly to the South Carolina Supreme Court or the Court of Appeals, as appropriate.

This is an action for Partition of real estate in Fairfield County, South Carolina. The hearing was held in Chester, SC, before the undersigned Special Referee on October 16, 2007. The facts and circumstances of this case are as follows:

APPEARANCES

Both Plaintiffs appeared with their Attorney, James S. Verner.

The Defendant appeared with her Attorney, B. Michael Brackett, and two witnesses.

PLEADINGS

1. Lis Pendens, Summons, and Complaint of Plaintiffs dated and filed on July 18, 2006 in the Office of the Clerk of Court for Fairfield County, SC.
2. Answer of Defendant dated October 2, 2006 and filed October 3, 2006.
3. Consent Order of Reference to Special Referee (with finality) by the Honorable Kenneth G. Goode, Administrative Judge of the Sixth Judicial Circuit filed April 18, 2007.

att
#105

FINDINGS OF FACTS AND CONCLUSIONS OF LAW

After considering the pleadings, listening to testimony from all witnesses who testified, and examining the complete record in this case, I find the following facts from a clear preponderance of the evidence and make the following conclusions and orders based thereon:

1. **JURISDICTION AND VENUE.** I find as a fact that this is an action for Partition of real property situate in Fairfield County, South Carolina, and that the Plaintiffs and Defendant have all appeared at the Merits Hearing with their respective Attorneys. I therefore conclude that this Court has jurisdiction of both the parties and subject matter of this action, and I further conclude that Fairfield County, SC is the proper venue of this matter pursuant to SC Code §15-7-10 (2).

REAL PROPERTY AND OWNERSHIP

1. The real property which is the subject matter of this action (hereinafter sometimes referred to as "Subject Property") is more particularly described as follows:

All that certain piece, parcel or tract of land; situate, lying and being in the County of Fairfield, State of South Carolina, containing One Hundred Forty-three and 11/100 (143.11) acres, more or less, and being more particularly described as Tract C on a plat of the Yarborough Estate prepared by Glenn Associates Land Surveying Company, dated July 19, 1993, recorded in the Office of the Clerk of Court for Fairfield County in Plat Book 513 at pages 929 and 923; reference to said plat being had for a more complete and accurate description thereof.

This being the same property conveyed to Bonnelle G. Yarborough, Joel F. Yarborough and Sue Yarborough East and Adele J. Pope by Deed of Distribution of the Estate of Joel F. Yarborough, Jr. recorded in the Office of the Clerk of Court for Fairfield County on the 18th day of January, 1994, in Deed Book MU at page 64; and by deed of James Henry Yarborough et al recorded in the aforesaid office on the 11th day of February, 1994, in Deed Book MU at page 334; and by deed to Adele J. Pope to Bonnelle G. Yarborough and Joel F. Yarborough recorded in the aforesaid office on the 28th day of November, 2001, in Deed Book RH at page 53; and by deed to Bonnelle G. Yarborough and Joel F. Yarborough, III as Joint tenants with right of survivorship and not as tenants in common, recorded in the aforesaid office on the 22 day of January, 2002 in Deed Book BJ at page 345.

att
#285

2. From the testimony and Exhibits numbered 4,5,6 and 7 herein, I find that the Defendant Sue Yarborough East is the owner of a two ninths (2/9) undivided interest in Subject Property, and that the Plaintiff Joel F. Yarborough, III is the owner of a two ninths (2/9) undivided interest in Subject Property, and that the Plaintiffs Bonnelle G. Yarborough and Joel F. Yarborough, III are the owners of a five ninths (5/9) interest in Subject Property as joint tenants with the right of survivorship and not as tenants in common.

3. I further find and conclude that the ownership of Subject Property is as above stated, and that there are no other individuals who may claim an interest therein.

SETTLEMENT AGREEMENT

After taking testimony and exhibits herein as above indicated, the parties reached a Settlement Agreement in this action as follows:

1. Plaintiffs agree to pay to the Defendant the sum of One Hundred Fifty Thousand and no/100 (\$150,000.00) dollars as consideration for the purchase of the Defendant's two ninths (2/9) undivided interest in Subject Property, including land and timber located thereon.
2. Payment shall be made to the Special Referee by January 15, 2008, and not before January 1, 2008.
3. The Defendant's interest in Subject Property shall be conveyed to Plaintiffs by Title Under of Order of Court prepared and signed by the Special Referee.
4. Each party shall pay their own respective Attorneys.
5. All Court costs shall be pro-rated as well as the 2007 County taxes. I find and conclude that the fee for the Special Referee (\$720.00), the fee for preparation of the Title Under Order of Court (\$150.00), and the documentary stamps on said deed (\$555.00) should be considered as part of the Court costs in this matter, to be pro-rated between the parties as agreed.

ACCOUNTING

In accordance with the Settlement Agreement, the agreed costs and expenses to be pro-rated in this case are set forth on the attached Accounting sheet and incorporated herein by reference. Pursuant thereto the Plaintiffs shall pay One Hundred Fifty One Thousand Seven Hundred Forty Three and 82/100 dollars (\$151,743.82) to the undersigned Special Referee, which amount includes the pro-rated costs due from Plaintiffs. Thereupon the Special Referee

afw
#365

shall pay to the Defendant the sum of One Hundred Forty Nine Thousand, Five Hundred One and 77/100 dollars (\$149,501.77) which amount includes the agreed purchase price of \$150,000.00 less the two ninths (2/9) pro-rated costs due from the Defendant.

TITLE UNDER ORDER OF COURT

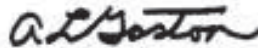
After settlement of the funds in accordance with the attached Accounting the Special Referee shall prepare a Title Under Order of Court transferring Subject Property to the Plaintiffs, and pay the documentary stamps and recording fee thereon when same is recorded in the Office of the Clerk of Court for Fairfield County, SC.

Accordingly, by and with the consent of the Attorney for each of the parties, the Settlement Agreement and Accounting are adopted and made the Order of the Court herein.

IT IS SO ORDERED.

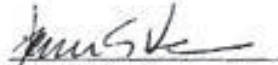
January 30th, 2008

Chester, SC



Arthur Lee Gaston
Special Referee (With Finality)

WE CONSENT:



James S. Verner
Attorney for Plaintiffs



B. Michael Brackett
Attorney for Defendant

ack
#4065

Yarborough, et al vs. East
Case No.:06-CP-20-260, Fairfield County SC

Accounting

Filing Fee	\$150.00
Cree Reporting	219.00
Service	223.00
Special Referee	720.00
2007 County Taxes	215.05
Sub Total	\$1,527.05
Deed Stamps	\$555.00
Deed Preparation	150.00
Recording	10.00
Total	\$2242.05

2008 FEB -1 A 9 59
FAIRFIELD COUNTY
CLERK OF COURT
BETTY J. PUGHAM

Seven-Ninths (7/9) costs to Plaintiff \$1743.82
Two-Ninths (2/9) costs to Defendant 498.23

To be received from Attorney Verner on behalf of Plaintiffs:

Purchase Price	\$150,000.00
Plus Seven-Ninths (7/9) of Costs	1743.82
	\$151,743.82

To be Disbursed to Defendant East:

Purchase Price	\$150,000.00
Less Two-Ninths (2/9) of Costs	(498.23)
	\$149,501.77

ALG
#565

-5-

Arthur Lee Gaston
Arthur Lee Gaston,
Special Referee (With Finality)

0829

DOCUMENTARY STAMPS 390.00
COUNTY TAX 115.00
OFF-DUTY FILED
ATTACHED

R 72

Prepared by: GASTON, GASTON & MARTON, P. A.
Attorneys at Law
124 Gadsden Street
P. O. Box 608
Chester, SC 29705
Phone: (803) 336-1111
MAR 14 A 10 16

Grantee Address:
1310 Graham Cemetery Rd.
Pomaria, SC 29126

STATE OF SOUTH CAROLINA) TITLE UNDER ORDER OF COURT
COUNTY OF FAIRFIELD) CASE NO.: 2006-CP-20-260
JUDGEMENT ROLL NO. 26,908

TO ALL TO WHOM THESE PRESENTS SHALL COME OR BE MADE KNOWN OR TO WHOM THE SAME MAY IN ANYWISE CONCERN:

I, Arthur Lee Gaston, Special Referee (With Finality) of the County of Fairfield, South Carolina, SEND GREETING:

WHEREAS, Bonnelle G. Yarborough and Joel F. Yarborough, III on or about July 18, 2006, did exhibit their Complaint dated July 18, 2006 in the Court of Common Pleas for Fairfield County, South Carolina, against Sue Yarborough East; as Case No. 2006-CP-20-260;

And the Cause, being at issue before the Court aforesaid, came on to be heard on October 16, 2007, before the undersigned Special Referee (With Finality), and the said Court by said Special Referee, after a full hearing thereof, and mature deliberation in the premises, did by Consent Order dated January 18, 2008, pursuant to said Settlement Agreement entered into between the parties, did order that the two-ninths (2/9) interest of the Defendant in the below described property be sold to the Plaintiffs for the consideration hereinafter set forth. The said Consent Order of Special Referee dated January 18, 2008, was filed in the Office of the Clerk of Court of Fairfield County, SC, on February 7th, 2008 with a copy of said Order being duly served upon both counsel for both Plaintiffs and Defendant by United States Mail, postage prepaid, on February 6th, 2008. No Notice of Appeal has been filed by either party, and the time for appeal has now expired. Accordingly,

NOW KNOW ALL MEN BY THESE PRESENTS, That I, the said Arthur Lee Gaston, Special Referee (With Finality) in consideration of the premises and also in consideration of the sum of ONE HUNDRED FIFTY THOUSAND and no/100 (\$150,000.00) DOLLARS, to me paid by the said Bonnelle G. Yarborough and Joel F. Yarborough, III, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said Bonnelle G. Yarborough and Joel F. Yarborough, III, their heirs and assigns, the undivided two-ninths (2/9) interest of Sue Yarborough East in and to the following described property, to-wit:

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Fairfield, State of South Carolina, containing One Hundred Forty-three and 11/100 (143.11) acres, more or less, and being more particularly described as Tract C on a plat of the Yarborough Estate prepared by Glenn Associates Land Surveying Company, dated July 19, 1993, recorded in the Office of the Clerk of Court for Fairfield County in Plat Book 513 at pages 929 and 923; reference to said plat being had for a more complete and accurate description thereof.

The Within Deed recorded this 14 day of March 2008
897 PAGE 12

Page 1 of 2 in RECORD BOOK

FAIRFIELD COUNTY ASSESSOR
DATE 3-17-08
TAX MAP NO. 194-00-02-010

R 72

Betty Jo Beckham
Clerk of Court at Common Pleas & General Sessions
Fairfield County, S. C.

R 73

This being the same property conveyed to Bonnelle G. Yarborough, Joel F. Yarborough and Sue Yarborough East and Adele J. Pope by Deed of Distribution of the Estate of Joel F. Yarborough, Jr. recorded in the Office of the Clerk of Court for Fairfield County on the 18th day of January, 1994, in Deed Book MU at page 64; and by deed of James Henry Yarborough et al recorded in the aforesaid office on the 11th day of February, 1994, in Deed Book MU at page 334; and by deed of Adele J. Pope to Bonnelle G. Yarborough and Joel F. Yarborough recorded in the aforesaid office on the 28th day of November, 2001, in Deed Book RH at page 53; and by deed to Bonnelle G. Yarborough and Joel F. Yarborough, III as joint tenants with right of survivorship and not as tenants in common, recorded in the aforesaid office on the 22 day of January, 2002 in Deed Book BJ at page 345.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances whatsoever, to the said premises belonging, or in anywise incident or appertaining, and all revisions and remainders, rents, issues and profits thereof; and also all the estate, right, title interest, possession, property, benefit, claim and demand whatsoever, both at law and in equity, of the said Defendant, Sue Yarborough East, and of all other persons rightfully claiming or to claim the same, or any part thereof, by, from, or under her.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Bonnelle G. Yarborough and Joel F. Yarborough, III, their heirs and assigns forever.

IN WITNESS WHEREOF, I the said Arthur Lee Gaston, Special Referee (With Finality) under and by virtue of the said Consent Order of Special Referee, have hereunto set my hand and seal at Chester, S.C., this 11th day of March, in the year of our Lord, two thousand eight, and in the two hundred thirty second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Jessica B. Skinner

Wendy A. Porter

STATE OF SOUTH CAROLINA)

COUNTY OF CHESTER)

Arthur Lee Gaston (L.S.)
Arthur Lee Gaston,
Special Referee (With Finality)

I, the undersigned Notary Public, do hereby certify that the above named, Arthur Lee Gaston, Special Referee (With Finality), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 11th day of March, 2008.

Jessica B. Skinner (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 03/14/2017



R 73

Page 2 of 2

ELECTRONICALLY FILED - 2023 May 22 1:52 PM - NEWBERRY - COMMON PLEAS - CASE#2022CP3600326

Deed Prepared By:
J. Dowd Nichols, Esq.
PO Box 836
Newberry, SC 29108

202000002332 EXEMPT
Filed for Record in
FAIRFIELD SC
JUDY H BONDS
10-16-2020 At 01:39:01 pm.
DEED 15.00
State .00
County .00
Book 1432 Page 195 - 197

Space above this line for recording information

STATE OF SOUTH CAROLINA)
)
COUNTY OF FAIRFIELD)

DEED TO REAL ESTATE
Title Search Not Performed

KNOW ALL MEN BY THESE PRESENTS, that **BONNELLE G. YARBOROUGH** (hereinafter referred to as "Grantor"), for and in consideration of the sum of **FIVE AND 00/100 (\$5.00) Dollars** to it in hand paid at and before the sealing of these presents, by **LENA SUE YARBOROUGH** hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, granted, bargained, sold and released, subject to the rights, easements and restrictions hereinafter set out or reserved in the deed unto **BONNELLE G. YARBOROUGH, A LIFE ESTATE FOR THE REST OF HER NATURAL LIFE, AND UPON HER DEATH, ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY SHALL AUTOMATICALLY VEST IN THE REMAINDERMAN, LENA SUE YARBOROUGH, her heirs, successors, and assigns forever, the Grantor's interest in the following described property:**

SEE ATTACHED EXHIBIT A FOR PROPERTY DESCRIPTION

Grantee's Address: 1648 Livingston Road
Pomaria, South Carolina 29126

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs, Successors and Assigns against themselves and their successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

ELECTRONICALLY FILED - 2023 May 22 1:52 PM - NEWBERRY - COMMON PLEAS - CASE#2022CP3600326

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this 7th day of October 2020.

Ramona J. Shealy
Witness 1

Bonnelle G. Yarborough
Bonnelle G. Yarborough

Jennifer Dowd Nichols
Witness 2

STATE OF SOUTH CAROLINA

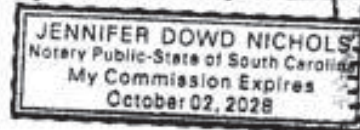
COUNTY OF NEWBERRY

ACKNOWLEDGMENT

I, Jennifer Dowd Nichols, a notary public for the State of South Carolina, do hereby certify that Bonnelle G. Yarborough, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7th day of October 2020.

Jennifer Dowd Nichols
Notary Public for South Carolina
My commission expires: 10/2/2028



Submitted for recording by:
NICHOLS & PRICE
PO Drawer 836
Newberry, South Carolina 29108



EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, situate, lying and being in the County of Fairfield, State of South Carolina, containing One Hundred Forty-Three and 11/100 (143.11) acres, more or less and being more particularly described as Tract C on a plat of the Yarborough Estate prepared by Glenn Associates Land Surveying Company, dated July 19, 1993, recorded in the Office of the Clerk of Court for Fairfield County in Plat Book 513 at pages 929 and 923; reference to said plat being had for a more complete and accurate description thereof. 930

DERIVATION: This is the same property conveyed to the Grantor, Joel F. Yarborough, III, Sue Yarborough East, and Adele J. Pope by deed of distribution from the Estate of Joel F. Yarborough, Jr., recorded in the Office of the Clerk of Court for Fairfield County on January 18, 1994, in Deed Book MU at page 64; and by deed of James Henry Yarborough, et al., recorded in the Office of the Clerk of Court for Fairfield County on February 11, 1994 in Deed Book MU at page 334; and by deed of Adele J. Pope to Bonnelle G. Yarborough and Joel F. Yarborough, III recorded in the Office of the Clerk of Court for Fairfield County on November 28, 2011 in Deed Book RH at page 53; by deed of Bonnelle G. Yarborough and Joel F. Yarborough, III as Joint Tenants with Rights of Survivorship and not as Tenants in Common, recorded in the Office of the Clerk of Court for Fairfield County on January 22, 2022 in Deed Book BJ at page 345, and by Special Referee Deed (Case #2006-CP-20-260, Bonnelle G. Yarborough and Joel F. Yarborough, III v. Sue Yarborough East) dated March 11, 2008 and recorded in the Office of the Clerk of Court for Fairfield County on March 14, 2008 in Deed Book 897 at page 72.

wrong
338
wrong
RJ

TMS #194-00-02-010

FAIRFIELD COUNTY ASSESSOR
DATE 10-19-2020
TAX MAP NO. 194-00-02-010

MM-349

STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD)

D 0349

TITLE TO REAL ESTATE

00416
Fall 24/11/94

KNOW ALL MEN BY THESE PRESENTS that we, Bonnelle G. Yarborough and Joel F. Yarborough, III, of Newberry County in the State aforesaid; and Sue Yarborough East, of the City of Marietta in the State of Georgia; -- for and in consideration of the mutual covenants contained in the "SETTLEMENT AGREEMENT AND AGREEMENT AMONG SUCCESSORS TO DECEDENT" executed in connection with the settlement of Case No. 92-CP-20-9 by and between the grantors herein and the grantees herein, namely: James Henry Yarborough, Mary Louise Yarborough and Lawrence H. Yarborough, of Fairfield County in the State aforesaid; and Lottie Y. Plowman, Katie Y. Coleman, and Grady A. Yarborough, of Richland County in the State aforesaid; and Bessie Y. Wood of Spartanburg County in the State aforesaid --

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto:

James Henry Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, Katie Y. Coleman, Bessie Y. Wood, Lawrence H. Yarborough, and Grady A. Yarborough, their heirs and assigns, in the following ratios:

Unto the said James Henry Yarborough, his heirs and assigns, an undivided one-sixth (1/6) interest;

Unto the said Mary Louise Yarborough, her heirs and assigns, an undivided one-sixth (1/6) interest;

Unto the said Lottie Y. Plowman, her heirs and assigns, an undivided one-sixth (1/6) interest;

Unto the said Katie Y. Coleman, her heirs and assigns, an undivided one-sixth (1/6) interest;

Page 1 of Five Pages (excluding prokate)

D 0349

D 0350

Unto the said Bessie Y. Wood, her heirs and assigns, an undivided one-sixth (1/6) interest;

Unto the said Lawrence H. Yarborough, his heirs and assigns, an undivided one-twelfth (1/12) interest;

Unto the said Grady A. Yarborough, his heirs and assigns, an undivided one-twelfth (1/12) interest --

in and to the following-described real estate:

TRACT I:

All that certain piece, parcel or tract of land situate, lying and being in Fairfield County, South Carolina, containing One Hundred Seventy-seven (177) acres, more or less, shown on the records of the Treasurer of Fairfield County as Fairfield County Tax Map No. 220-0-0-4. (This Tract I is shown on the Tax Map as containing One Hundred Fifty-two (152) acres, more or less.)

TRACT II:

All that certain piece, parcel or tract of land situate, lying and being in Fairfield County, South Carolina, containing Thirty-six (36) acres, more or less, shown on the records of the Treasurer of Fairfield County as Fairfield County Tax Map No. 221-0-0-25.

TRACT III:

All that certain piece, parcel or tract of land situate, lying and being in Fairfield County, South Carolina, containing Two Hundred Twenty-Six (226) acres, more or less, shown on the records of the Treasurer of Fairfield County as Fairfield County Tax Map No. 234-0-0-1.

TRACT IV:

All that certain piece, parcel or tract of land situate, lying and being in Fairfield County, South Carolina, containing Eighteen (18) acres, more or less, shown on the records of the Treasurer of Fairfield County as Fairfield County Tax Map No. 235-0-0-15.

Page 2 of Five Pages (excluding probate)

D 0350

FAIRFIELD COUNTY ASSESSOR

DATE 2-14-94

TAX MAP NO. 220-00-00-004

FAIRFIELD COUNTY ASSESSOR

DATE 2-14-94

TAX MAP NO. 235-00-00-015

FAIRFIELD COUNTY ASSESSOR

DATE 2-14-94

TAX MAP NO. 221-00-00-025

FAIRFIELD COUNTY ASSESSOR

DATE 2-14-94

TAX MAP NO. 234-00-00-001

D 0351

TRACT V:

All that certain piece, parcel or tract of land situate, lying and being in Fairfield County, South Carolina, containing Seventeen (17) acres, more or less, shown on the records of the Treasurer of Fairfield County as Fairfield County Tax Map No. 236-0-2-1.

TRACT VI:

All that certain piece, parcel or tract of land situate, lying and being in Fairfield County, South Carolina, containing Twenty (20) acres, more or less, shown on the records of the Treasurer of Fairfield County as Fairfield County Tax Map No. 235-0-0-8.

TRACT VII:

All those certain pieces, parcels or tracts of land situate, lying and being approximately one mile southeast of Jenkinsville, in Fairfield County, South Carolina, being shown and delineated as Tracts "A" and "B" (also referred to in the Bearings and Distances Chart in the upper left portion of the below-mentioned plat as Tracts "I" and "II") on a plat entitled "Final Plat of Property Surveyed for the Yarborough Estate" dated July 19, 1993, by Michael R. Mills, R.L.S. #11606, and to be recorded in the office of the Clerk of Court for Fairfield County. According to the aforesaid plat the property being conveyed is all the property shown on the plat, LESS AND EXCEPTING Tract "C" (also referred to in the Bearings and Distances Chart in the upper left portion of the plat as Tract III), the excepted Tract "C" being more particularly described on a deed dated January 10, 1994 from the grantees herein to the grantors herein, *inter alia*.

This Tract VII is a portion of the tract identified upon Fairfield County Tax Map No. 222-0-2-7.

DERIVATION: This is a portion of a tract devised under the will of Joel F. Yarborough, Jr., filed for probate as Case No. 87-ES-36-00227 in the Probate Court for Newberry County.

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

Page 3 of Five Pages (excluding probate)

D 0351

FAIRFIELD COUNTY ASSESSOR

DATE 2-14-94
TAX MAP NO. 235-0-0-00-002FAIRFIELD COUNTY ASSESSOR
DATE 2-14-94
TAX MAP NO. 236-0-0-02-001FAIRFIELD COUNTY ASSESSOR
DATE 2-14-94
TAX MAP NO. 222-0-0-02-031

D 0352

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said James Henry Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, Katie Y. Coleman, Bessie Y. Wood, Lawrence H. Yarborough, and Grady A. Yarborough, in the ratios above-stated, their heirs and assigns forever.

AND we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said James Henry Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, Katie Y. Coleman, Bessie Y. Wood, Lawrence H. Yarborough, and Grady A. Yarborough, their heirs and assigns, in the ratios above-stated, against us and our heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hands and seals in the year of our Lord one thousand nine hundred and ninety-four, and in the two hundred and eighteenth year of the sovereignty and independence of the United States of America, and on the day and month stated below as to each grantor respectively.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas H. Pope
Witness #1 as to
Bonnelle G. Yarborough

Bonnelle G. Yarborough
Bonnelle G. Yarborough

Adela J. Page
Witness #2 as to
Bonnelle G. Yarborough

January 24, 1994
Date

Thomas H. Pope
Witness #1 as to
Joel F. Yarborough, III

Joel F. Yarborough, III
Joel F. Yarborough, III

Adela J. Page
Witness #2 as to
Joel F. Yarborough, III

1-24-1994
Date

Page 4 of Five Pages (excluding probate)

D 0352

D 0353

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1 as to
Sue Yarborough East

[Signature]
Sue Yarborough East

[Signature]
Witness #2 as to
Sue Yarborough East

Date January 25, 1994



Notary Public, Fulton County, Georgia
My Commission Expires September 30, 1997

D 0353

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENWOOD	)	
		2022-CP-36-326
	)	
Lena Sue Yarborough	)	
	)	
Plaintiff	)	
	)	
vs.	)	ORDER SETTING ASIDE ENTRY OF DEFAULT
	)	
Joel F. Yarborough III	)	
	)	
Defendant	)	

This matter is before me, as Special Referee, pursuant to a Motion to Set Aside Default filed by the Defendant.

These are the relevant facts:

1. The Defendant's attorney accepted service of the Summons and Complaint on August 24, 2022.
2. On September 28, 2022, the Plaintiff's attorney filed a Motion for Entry of Default.
3. On October 12, 2022, the Honorable Frank R. Addy Jr., Resident Judge of the 8th Judicial Circuit, issued an order entering default against the Defendant.
4. On October 21, 2022, the Defendant's attorney filed a Motion to Set Aside Default. Simultaneously, the Defendant filed a purported Answer and Counterclaim.

The South Carolina Rules of Civil Procedure provide: "For good cause shown the court may set aside an entry of default...." Rule 55(c), SCRPC. Thus, under the rule, the standard for

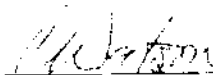
granting relief from an entry of default is "good cause" and is more lenient than the standard for granting relief from a default judgment under Rule 60(b) SCRCP, which allows for relief in cases involving mistake, inadvertence, surprise, or excusable neglect. Public policy favors the disposition of cases "on their merits rather than on technicalities." Rule 55(c) should be "liberally construed to promote justice and dispose of cases on the merits." Bage, LLC v. Southeastern Roofing, 646 S.E.2d 153, 373 S.C. 457 (S.C. App. 2007).

I find that the Defendant's default is the result of an oversight by the Defendant's attorney, which qualifies as a mistake. I also find that the Defendant's Motion to Set Aside Default was filed nine calendar days after default was entered against him. I also find that there is no prejudice to the Plaintiff since this is a case seeking partition of land, which the parties jointly own, because the Defendant's ability to fully participate in the proceedings will greatly aid the court in reaching a decision. In addition, the Defendant's brief filed in support of his motion indicates that he does not oppose the partition, so I find that the issue of whether or not the Defendant has a meritorious defense is not applicable in this situation.

IT IS THEREFORE ORDERED that:

1. The Defendant's Motion to Set Aside Default is granted.
2. On my own motion, I am striking the document entitled Answer and Counterclaim, which was filed by the Defendant on October 22, 2022, because it was filed while the Defendant was still in default. In addition, the document sets forth matters which are not consistent with the Defendant's representations, to Judge Addy and to me, as to his current legal position on the case.
3. The Defendant shall file responsive pleadings by 2:00 p.m. EDT on May 1, 2023. The responsive pleadings shall be consistent with the Defendant's representations.

AND IT IS SO ORDERED.



Charles M. Watson Jr., Special Referee

Greenwood, South Carolina

April 25, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE EIGHTH JUDICIAL CIRCUIT
COUNTY OF NEWBERRY	)	
Lena Sue Yarborough,	)	Civil Action No. 2022-CP-36-00326
Plaintiff,	)	
	)	
Against,	)	AMENDED ANSWER
	)	
Joel F. Yarborough, III,	)	
	)	
Defendant.	)	
_____	)	

Defendant Joel F. Yarborough, III, answers the allegations of Plaintiff's Complaint as follows, and by way of an Answer states the following:

1. DENIES all allegations contained in the Complaint unless otherwise admitted, qualified or addressed in whole or part, and demands strict proof thereof;

ALLEGATIONS OF JURISDICTION, VENUE AND FACT

2. ADMITS the allegations contained in paragraphs 1 and 2 of the Complaint;

3. ADMITS so much of the allegations contained in paragraphs 3 and 4 of the Complaint that Plaintiff and Defendant are co-tenants and or joint tenants of real property, in varying degrees or percentages of ownership, identified in paragraph 3(b) and (c) and paragraph 4, but DENIES that the property identified in paragraph 3(a) consisting of 78 acres, more or less, that Plaintiff has any interest in and to the property by virtue of the life estate deed filed in the Newberry County Clerk of Court's office in Deed Book 2207 at page 482, dated April 14, 1998, of which Defendant possesses the remainder interest after the death of Bonnelle Yarborough;

4. ADMITS the allegations contained in paragraphs 5 and 6 of the Complaint;

5. ADMITS so much of the allegations of paragraph 7 of the Complaint as allege that venue is proper in Newberry County but references the allegations contained in paragraphs 3 and 9 of the Amended Answer as to the percentage of ownership of the referenced properties, and DENIES any remaining allegations and demands strict proof thereof;

6. ADMITS so much of the allegations of paragraph 8 of the Complaint that the Court, acting through the Special Referee, has the authority pursuant to 15-61-110, SC Code (2018) and Rule 71(d)(3) to award attorney's fees and costs of a partition action.

FIRST CAUSE OF ACTION FOR PARTITION

7. DENIES the allegations of paragraph 9 as can be read or construed to constitute an independent claim in this matter;

8. ADMITS the allegations of paragraphs 10, 11, 12, 13 of the Complaint;

9. ADMITS so much of the allegations contained in paragraphs 14 and 15 that Defendant owns a 50% interest in 1807 Livingston Road, an undivided 25% interest to 1648 Livingston Road, and that Plaintiff owns the other interest but DENIES the remaining allegations and Defendant avers that Defendant owns the entirety of the property known as the Newberry Timber Tract as explained above and a 25/36 interest to the Fairfield County property, and Plaintiff owns the remaining other interest;

10. ADMITS the allegations of paragraph 16 and 17 of the Complaint that the property should be equitably partitioned, in kind, where possible, and that the Court has authority pursuant to statute to apportion costs and legal fees.

SECOND CAUSE OF ACTION FOR DECLARATORY JUDGMENT

11. DENIES the allegations of paragraph 18 as can be read or construed to constitute an independent claim in this matter;

12. ADMITS the allegations contained in paragraph 19.

PRAYER FOR RELIEF

WHEREFORE, Defendant prays:

1. That the Court inquire into the matters alleged herein;
2. For an order partitioning the relevant property identified in this

Complaint;

3. Awarding attorney's fees and costs to Defendant according to statute and court rules; and
4. Granting such other and further relief as the Court may deem just and proper.

s/Charles Verner

Charles Verner
1303 Main Street, Suite 304
P. O. Box 484
Newberry, South Carolina 29108
(803) 915-9798
lawyer@sc.rr.com

May 1, 2023
Newberry, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF NEWBERRY	)	
Lena Sue Yarborough,	)	Civil Action No. 2022-CP-
	)	
Plaintiff,	)	
	)	
vs.	)	<u>LIS PENDENS</u>
	)	
Joel F. Yarborough, III,	)	
	)	
Defendant.	)	
	)	

NOTICE IS HEREBY GIVEN that an action has been or will be commenced by the Plaintiff above named against the Defendant above named affecting the following real property situated in Newberry County and more properly described as follows:

Tract I- TMS No. 562-29 (Newberry Timber Tract)

All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the County of Newberry, State of South Carolina, in Tax District 70S, containing 78 acres, more or less, and being more particularly described as that portion of a certain tract containing 96.875 net acres which lies to the East of Livingston Road, also known as Road S-36-572, and which property is bounded on the north by the 2.3 acre, homeplace of Bonnelle G. Yarborough, by property now or formerly of Woodard, by the 1.515 acre homeplace of Joel F. Yarborough, III and by Graham Cemetery Road, and bounded on the East by other property of Bonnelle G. Yarborough, and further on the East by property now or formerly of the Estate of Lizzie Hentz, on the South by property now or formerly of Perry Livingston, Jr. and of Miriam Brown, and on the West by Livingston Road, S-36-572, and by lands of Bobby E. Morse and Geneva G. Morse and by properties now or formerly of Perry Livingston, and perhaps otherwise.

DERIVATION: This being the same property conveyed to Lena Sue Yarborough by deed of Bonnelle G. Yarborough, dated October 7, 2020, and recorded October 9, 2020 in the Office of the Clerk of Court for Newberry County in Book 2242, Page 183.

TMS#: 562-29

Tract II- TMS No. 562-2 (1807 Livingston Rd., Pomaria, South Carolina 29126)

All that piece, parcel, or tract of land, with the improvements thereon, situate, lying and being in Tax District No. 5 OS in the County of Newberry, State of South Carolina, containing approximately 22 acres, more or less, and being more particularly described as follows:

All that certain piece, parcel, or tract of land, situate, lying and being in the County of Newberry, State of South Carolina, containing 100.69 acres, more or less, and being bounded on the east by properties now or formerly of Bonnelle G. Yarborough, Perry F. Livingston, Jr., and others; bounded on the south by lands now or formerly of Perry F. Livingston, Jr.; bounded on the west by property now or formerly of Bobby Eugene and Geneva Graham Morse, properties now or formerly of Ethel W. Rikard and properties now or formerly of Larry D. Wessinger; bounded on the northwest by properties now or formerly of Sara Lominick Boland; and on the north by properties now or formerly of Bonnelle Graham Yarborough, Highway 667, and properties now or formerly of Joel F. Yarborough, III. Said property is bisected by SC Highway 572.

SAVING AND EXCEPTING:

- (a) 2.3 acres, more or less, conveyed to Bonnelle G. Yarborough and J. F. Yarborough in Deed Book 777 at page 159.
- (b) 1.515 acres, more or less, conveyed to Joel F. Yarborough, III in Deed Book 159 at page 170.
- (c) 78 acres, more or less, conveyed to Joel F. Yarborough, III and Bonnelle G. Yarborough in Deed Book 482 at page 207.

This being a portion of the property conveyed to Lena Sue Yarborough by deed of Bonnelle G. Yarborough, dated October 7, 2020, and recorded October 9, 2020, in the Office of the Clerk of Court for Newberry County in Book 2242, Page 180.

TMS No. 562-2

Tract III- TMS No. 562-3 (1648 Livingston Road, Pomaria, South Carolina 29126)

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Tax District No. 5, County of Newberry, State of South Carolina, containing two and three tenths (2.3) acres, more or less, and which is more particularly described and delineated on a plat thereof made by John Billingsley, Land Surveyor, dated May, 1960, and recorded in the Office of the Clerk of Court for Newberry County in Plat Book Q at page 55; said parcel of land being bounded on the North by land not or formerly of Glasgow; East and South by lands now or formerly of Felix D. Graham; and West by a public road across which lie the lands now or formerly of Felix D. Graham.

DERIVATION: This being the same property conveyed to Lena Sue Yarborough by deed of Bonnelle G. Yarborough, dated October 7, 2020, and recorded October 9, 2020, in the Office of the Clerk of Court for Newberry County in Book 2242, Page 177.

TMS#: 562-3

[Signature to Follow]

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/ Beth B. Richardson

Beth B. Richardson (SC Bar No. 69552)

Post Office Box 11449

Columbia, South Carolina 29211

(803) 929-1400

brichardson@robinsongray.com

Attorney for Plaintiff

Columbia, South Carolina
August 19, 2022

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
)
COUNTY OF NEWBERRY)

Lena Sue Yarborough,) Civil Action No. 2022-CP-
)
Plaintiff,)
)
vs.) **SUMMONS**
)
Joel F. Yarborough, III,)
)
Defendant.)
_____)

TO: THE DEFENDANT NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/ Beth B. Richardson
Beth B. Richardson (SC Bar No. 69552)
Post Office Box 11449
Columbia, South Carolina 29211
(803) 929-1400
brichardson@robinsongray.com
Attorney for Plaintiff

Columbia, South Carolina
August 19, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF NEWBERRY	)	
Lena Sue Yarborough,	)	Civil Action No. 2022-CP-
	)	
Plaintiff,	)	
	)	
vs.	)	<u>COMPLAINT</u>
	)	(Partition Action, and, in the Alternative
Joel F. Yarborough, III,	)	Declaratory Judgment)
	)	(Non-Jury)
Defendant.	)	
	)	

Plaintiff Sue Yarborough, ("Plaintiff"), complaining of the Defendant Joel Yarborough ("Defendant"), alleges as follows:

1. Plaintiff Sue Yarborough is an individual and resident of Richmond Heights, Missouri.

2. Defendant Joel Yarborough is an individual and resident of Newberry County, South Carolina.

3. The Plaintiff and Defendant are the owners of that certain real property in Newberry County described as follows:

- a. **Tax Map Number: 562-29**, and as described in that certain Deed to Real Estate dated October 7, 2020, and recorded on October 9, 2020, in the Official Records of Newberry County, South Carolina in Book 2242, at Pages 183-185 such deed attached as **Exhibit A** (hereinafter referred to as the "Newberry Timber Tract");
- b. **Tax Map Number: 562-2**, and as described in that certain Deed to Real Property dated October 7, 2020, and recorded October 9, 2020, in the Official Records of Newberry County, South Carolina in Book 2242, at Pages 180-182 such deed attached as **Exhibit B** (hereinafter referred to as "1807 Livingston"); and
- c. **Tax Map Number: 562-3**, and as described in that certain Deed dated October 7, 2020, and recorded October 9, 2020, in the Official Records of Newberry County,

South Carolina in Book 2242, at Page. 177-179 such deed attached as **Exhibit C** (hereinafter referred to as “1648 Livingston”).

4. The Plaintiff and Defendant are also owners of that certain real property in Fairfield County described as follows: **Tax Map Number: 194-00-02-010**, and as described in that certain Deed dated October 7, 2020, and recorded October 16, 2020, in the Official Records of Fairfield County, South Carolina in Book 1432 Pages 195-197 such deed attached as **Exhibit D** (hereinafter referred to as “the Fairfield Timber Tract”).

5. That, upon information and belief, the Newberry Timber Tract, the Fairfield Timber Tract, 1648 Livingston, and 1807 Livingston (collectively “the Subject Properties”) are not “heirs property” as contemplated by the Clementa C. Pinckney Uniform Partition of Heirs' Property Act.

6. Upon information and belief, there are no other parties that have a valid interest in the Subject Property and that Plaintiff and Defendant are the sole owners of the Subject Property.

7. Pursuant to S.C. Code Ann. §§ 15-7-10 and 15-7-100, venue is proper with this Court as the Newberry Timber Tract, 1648 Livingston, and 1807 Livingston are located in Newberry County, and trial of this matter would serve the convenience of the witnesses and the ends of justice. This matter arose after the recent death of Bonnelle Yarborough, the mother of Plaintiff and Defendant, wherein Plaintiff became the owner of the Subject Properties by life estate deeds. Although Plaintiff resides in Missouri, she grew up in Newberry County, and three of the Subject Properties subject to this suit are located there. Of the Subject properties located in Newberry County, two are residential properties. 1648 Livingston, of which Plaintiff owns 75%, is the former homestead of the parties' mother. 1807 Livingston, of which Plaintiff owns 50%, is the former homestead of the parties' grandparents. The Newberry Timber Tract of which

Plaintiff owns 50%, moreover, abuts 1648 Livingston. Defendant is a resident of Newberry County, South Carolina. The parties are the primary witnesses to this action and thus either resides in or would situate themselves for any trial of this matter in Newberry County. For these reasons, adjudication of the Subject Properties though this action filed in Newberry County would serve the convenience of the parties, judicial economy, and the ends of justice.

8. Pursuant to S.C. Code Ann. § 15-61-110, and Rule 71(d)(3), SCRCP, Plaintiff may be entitled to reasonable attorneys' fees and costs for the services of counsel in bringing this action to be payable by Defendant and requests the Court determine said fees and costs.

FOR A FIRST CAUSE OF ACTION
(PARTITION IN KIND OR BY ALLOTMENT)

9. Each allegation and defense contained above is realleged and incorporated by reference.

10. That South Carolina Code Section 15-61-50 grants jurisdiction to this Court in all cases of real property held in joint tenancy or in common, to make partition in kind or by allotment to one or more of the parties, upon their accounting to the other parties in interest for their respective share.

11. That South Carolina Code Section 15-61-100 allows the Court to dispose with the issues of a writ of partition when, in the judgment of the Court, it would involve unnecessary expense to issue such writ, and the Court may in all proceedings in partition, without recourse to such writ, determine by means of testimony taken before the proper officer and reported to the Court, whether a partition in kind among the parties be practicable or expedient.

12. That, pursuant to Rule 71(f)(5) of the South Carolina Rules of Civil Procedure, the issuance of a Writ of Partition may be dispensed with by the Court when the issuance of such a Writ would result in unnecessary expense.

13. That Plaintiff would show that the Subject Property can be divided in kind without manifest injury to the value thereof and the Court should issue a Writ of Partition and divide the property in kind.

14. Plaintiff is the owner of an undivided 50% interest in Newberry Timber Tract, an undivided 50% interest in 1807 Livingston Rd., an undivided 75% interest 1648 Livingston Rd., and an undivided 50% interest in the Fairfield Timber Tract by virtue of the deeds and facts described above.

15. Upon information and belief, Defendant is the owner of an undivided 50% interest in Newberry Timber Tract, an undivided 50% interest in 1807 Livingston Rd., an undivided 25% interest 1648 Livingston Rd., and an undivided 50% interest in the Fairfield Timber Tract by virtue of the deeds and facts described above.

16. Plaintiff and Defendant have disagreed concerning the future use of the Subject Property and can no longer continue to own the property together in undivided interest.

17. Plaintiff is entitled to an Order from this Court partitioning the Subject Property in kind or by allotment, plus fees and costs associated with this action including, but not limited to, reasonable attorney's fees and costs as provided by SC Code Section 15-61-110.

FOR A SECOND CAUSE OF ACTION
(DECLARATORY JUDGMENT)

18. Each allegation and defense contained above is realleged and incorporated by reference.

19. If partition in kind or by allotment proves manifestly unfair or unjust, then Plaintiff seeks a Declaratory Judgment pursuant to S.C. Code Ann. 15-53-10, et. seq. regarding the rights and responsibilities of the parties with respect to their ownership of these properties going forward, including, but not limited to, payment of utilities and property taxes, insurance, and maintenance costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

1. That the Court inquire into the matters alleged herein;
2. That the Court determine the rights of all parties with respect to the Subject Property;
3. For an Order of this Court partitioning the Subject Property in kind or by allotment, or, in the alternative, if partition in kind or by allotment proves manifestly unfair or unjust, then for a Declaratory Judgment regarding the rights and responsibilities of the parties with respect to their ownership of these properties going forward;
4. Awarding costs and attorney's fees of this action to Plaintiff as provided by statute; and
5. Granting such other and further relief as may be just and proper.

ROBINSON GRAY STEPP & LAFFITTE, LLC

By: s/ Beth B. Richardson
Beth B. Richardson (SC Bar No. 69552)
1310 Gadsden Street
Post Office Box 11449
Columbia, South Carolina 29211
(803) 929-1400
brichardson@robinsongray.com
Attorney for Plaintiff

Columbia, South Carolina
August 19, 2022

ROA 000161

EXHIBIT A

**Complaint for Partition Action, and in the Alternative
Declaratory Judgment
Newberry Timber Tract**

Deed Prepared By:
J. Dowd Nichols, Esq.
PO Box 836
Newberry, SC 29108

202000056903 EXEMPT
Filed for Record in
NEWBERRY COUNTY, SC
ELIZABETH P FOLK, CLERK OF COURT
10-09-2020 At 02:57 pm.
DEED 15.00
SC .00
NEWBERRY .00
OR Book 2242 Page 183 - 185

Space above this line for recording information

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

DEED TO REAL ESTATE
Title Search Not Performed

COPY

KNOW ALL MEN BY THESE PRESENTS, that **BONNELLE G. YARBOROUGH** (hereinafter referred to as "Grantor"), for and in consideration of the sum of **FIVE AND 00/100 (\$5.00) Dollars** to it in hand paid at and before the sealing of these presents, by **LENA SUE YARBOROUGH** hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, granted, bargained, sold and released, subject to the rights, easements and restrictions hereinafter set out or reserved in the deed unto **BONNELLE G. YARBOROUGH, A LIFE ESTATE FOR THE REST OF HER NATURAL LIFE, AND UPON HER DEATH, ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY SHALL AUTOMATICALLY VEST IN THE REMAINDERMAN, LENA SUE YARBOROUGH, her heirs, successors, and assigns forever, the Grantor's interest in the following described property:**

PROPERTY DESCRIPTION ATTACHED AS EXHIBIT "A".

Grantee's Address: 1648 Livingston Road
Pomaria, South Carolina 29126

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs, Successors and Assigns against themselves and their successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this 7th day of ~~September~~ ^{October} 2020.

Ramona J. Shealy
Witness 1

Bonnelle G. Yarborough
Bonnelle G. Yarborough

Jennifer Dowd Nichols
Witness 2

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

ACKNOWLEDGMENT

I, Jennifer Dowd Nichols, a notary public for the State of South Carolina, do hereby certify that Bonnelle G. Yarborough, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7th day of ~~September~~ ^{October} 2020.

Jennifer Dowd Nichols
Notary Public for South Carolina
My commission expires: 10/2/2028

Submitted for recording by:
NICHOLS & PRICE
PO Drawer 836
Newberry, South Carolina 29108

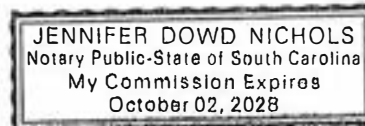


EXHIBIT A**PROPERTY DESCRIPTION**

All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the County of Newberry, State of South Carolina, in Tax District 70S, containing 78 acres, more or less, and being more particularly described as that portion of a certain tract containing 96.875 net acres which lies to the East of Livingston Road, also known as Road S-36-572, and which property is bounded on the north by the 2.3 acre, homeplace of Bonnelle G. Yarborough, by property now or formerly of Woodard, by the 1.515 acre homeplace of Joel F. Yarborough, III and by Graham Cemetery Road, and bounded on the East by other property of Bonnelle G. Yarborough, and further on the East by property now or formerly of the Estate of Lizzie Hentz, on the South by property now or formerly of Perry Livingston, Jr. and of Miriam Brown, and on the West by Livingston Road, S-36-572, and by lands of Bobby E. Morse and Geneva G. Morse and by properties now or formerly of Perry Livingston, and perhaps otherwise.

DERIVATION: This is the same property conveyed to Bonnelle G. Yarborough and Ethel W. Graham as joint tenants with right of survivorship by deed of Ethel W. Graham dated September 24, 1990 and recorded in Deed Book 327 at page 334. Ethel W. Graham died on March 15, 1994. Thereafter, Bonnelle G. Yarborough conveyed said property to Joel F. Yarborough, III and Bonnelle G. Yarborough by deed dated April 14, 1998 and recorded in the Office of the Clerk of Court dated April 15, 1998 in Deed Book 482 at page 207.

TMS#: 562-29

Exhibit B

Partition Action, and, in the Alternative Declaratory Judgment
1807 Livingston Deed

Deed Prepared By:
J. Dowd Nichols, Esq.
PO Box 836
Newberry, SC 29108

202000056902 EXEMPT
Filed for Record in
NEWBERRY COUNTY, SC
ELIZABETH F. FOLK, CLERK OF COURT
10-09-2020 At 02:57 pm.
DEED 15.00
SC .00
NEWBERRY .00
OR Book 2242 Page 180 - 182

____ Space above this line for recording information ____

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

DEED TO REAL ESTATE
Title Search Not Performed

COPY

KNOW ALL MEN BY THESE PRESENTS, that **BONNELLE G. YARBOROUGH** (hereinafter referred to as "Grantor"), for and in consideration of the sum of **FIVE AND 00/100 (\$5.00) Dollars** to it in hand paid at and before the sealing of these presents, by **LENA SUE YARBOROUGH** hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, granted, bargained, sold and released, subject to the rights, easements and restrictions hereinafter set out or reserved in the deed unto **BONNELLE G. YARBOROUGH, A LIFE ESTATE FOR THE REST OF HER NATURAL LIFE, AND UPON HER DEATH, ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY SHALL AUTOMATICALLY VEST IN THE REMAINDERMAN, LENA SUE YARBOROUGH**, her heirs, successors, and assigns forever, the Grantor's interest in the following described property:

PROPERTY DESCRIPTION ATTACHED AS EXHIBIT "A".

Grantee's Address: 1648 Livingston Road
Pomaria, South Carolina 29126

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs, Successors and Assigns against themselves and their successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this 17th day of October ~~September~~ 2020.

Ramona J. Shealy
Witness 1

Bonnelle G. Yarborough
Bonnelle G. Yarborough

Jennifer Dowd Nichols
Witness 2

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

ACKNOWLEDGMENT

Jennifer Dowd Nichols, a notary public for the State of South Carolina, do hereby certify that Bonnelle G. Yarborough, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 17th day of October ~~September~~ 2020.

Jennifer Dowd Nichols
Notary Public for South Carolina
My commission expires: 10/2/2028

Submitted for recording by:
NICHOLS & PRICE
PO Drawer 836
Newberry, South Carolina 29108

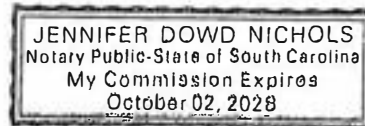


EXHIBIT A

PROPERTY DESCRIPTION

All that piece, parcel, or tract of land, with the improvements thereon, situate, lying and being in Tax District No. 5 OS in the County of Newberry, State of South Carolina, containing approximately **22 acres, more or less**, and being more particularly described as follows:

All that certain piece, parcel, or tract of land, situate, lying and being in the County of Newberry, State of South Carolina, containing 100.69 acres, more or less, and being bounded on the east by properties now or formerly of Bonnelle G. Yarborough, Perry F. Livingston, Jr., and others; bounded on the south by lands now or formerly of Perry F. Livingston, Jr.; bounded on the west by property now or formerly of Bobby Eugene and Geneva Graham Morse, properties now or formerly of Ethel W. Rikard and properties now or formerly of Larry D. Wessinger; bounded on the northwest by properties now or formerly of Sara Lominick Boland; and on the north by properties now or formerly of Bonnelle Graham Yarborough, Highway 667, and properties now or formerly of Joel F. Yarborough, III. Said property is bisected by SC Highway 572.

SAVING AND EXCEPTING:

- (a) 2.3 acres, more or less, conveyed to Bonnelle G. Yarborough and J. F. Yarborough in Deed Book 777 at page 159.
- (b) 1.515 acres, more or less, conveyed to Joel F. Yarborough, III in Deed Book 159 at page 170.
- (c) 78 acres, more or less, conveyed to Joel F. Yarborough, III and Bonnelle G. Yarborough in Deed Book 482 at page 207.

This is a portion of the property conveyed to Bonnelle G. Yarborough and Joel F. Yarborough, III as joint tenants with rights of survivorship, not as tenants in common, by deed of Bonnelle G. Yarborough dated December 17, 2001, and recorded in the office of the Clerk of Court for Newberry County in Deed Book 576 at page 221 on December 18, 2001.

TMS No. 562-2

Exhibit C

Partition Action, and, in the Alternative Declaratory Judgment
1648 Livingston Deed

Deed Prepared By:
J. Dowd Nichols, Esq.
PO Box 836
Newberry, SC 29108

202000056901 EXEMPT
Filed for Record in
NEWBERRY COUNTY, SC
ELIZABETH F FOLK, CLERK OF COURT
10-09-2020 At 02:57 PM.
DEED 15.00
SC .00
NEWBERRY .00
OR Book 2242 Page 177 - 179

Space above this line for recording information

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

DEED TO REAL ESTATE
Title Search Not Performed

COPY

KNOW ALL MEN BY THESE PRESENTS, that **BONNELLE G. YARBOROUGH** (hereinafter referred to as "Grantor"), for and in consideration of the sum of **FIVE AND 00/100 (\$5.00) Dollars** to it in hand paid at and before the sealing of these presents, by **LENA SUE YARBOROUGH** hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, granted, bargained, sold and released, subject to the rights, easements and restrictions hereinafter set out or reserved in the deed unto **BONNELLE G. YARBOROUGH, A LIFE ESTATE FOR THE REST OF HER NATURAL LIFE, AND UPON HER DEATH, ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY SHALL AUTOMATICALLY VEST IN THE REMAINDERMAN, LENA SUE YARBOROUGH**, her heirs, successors, and assigns forever, the Grantor's interest in the following described property:

PROPERTY DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Grantee's Address: 1648 Livingston Road
Pomaria, South Carolina 29126

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs, Successors and Assigns against themselves and their successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this 7th day of October 2020.

Ramona J. Skealy
Witness 1

Bonnelle G. Yarborough
Bonnelle Graham Yarborough aka Bonnelle G. Yarborough

Jennifer Dowd Nichols
Witness 2

STATE OF SOUTH CAROLINA

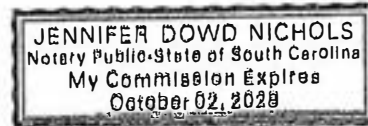
COUNTY OF NEWBERRY

ACKNOWLEDGMENT

I, Jennifer Dowd Nichols, a notary public for the State of South Carolina, do hereby certify that Bonnelle G. Yarborough, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7th day of ~~September~~ ^{October} 2020.

Jennifer Dowd Nichols
Notary Public for South Carolina
My commission expires: 10/2/2028



Submitted for recording by:
NICHOLS & PRICE
PO Drawer 836
Newberry, South Carolina 29108

EXHIBIT A**PROPERTY DESCRIPTION**

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Tax District No. 5, County of Newberry, State of South Carolina, containing two and three tenths (2.3) acres, more or less, and which is more particularly described and delineated on a plat thereof made by John Billingsley, Land Surveyor, dated May, 1960, and recorded in the Office of the Clerk of Court for Newberry County in Plat Book Q at page 55; said parcel of land being bounded on the North by land not or formerly of Glasgow; East and South by lands now or formerly of Felix D. Graham; and West by a public road across which lie the lands now or formerly of Felix D. Graham.

DERIVATION: This being the same property conveyed to Bonnell Graham Yarborough and J.F. Yarborough by deed of Felix Daniel Graham as recorded in the Office of the Clerk of Court for Newberry County on June 16, 1960 in Deed Book 77 at page 159; and which J.F. Yarborough thereafter conveyed his undivided one-half interest to Bonnelle G. Yarborough, Lena Sue Yarborough and Joel F. Yarborough, III by deed dated February 1, 1972, and recorded in the Office of the Clerk of Court for Newberry County in Deed Book 106 at page 494. Thereafter, the interests of Sue Yarborough East aka Lena Sue Yarborough was conveyed to Bonnelle G. Yarborough and Joel F. Yarborough, III by as Title Under Order of the Court dated April 20, 2009 and recorded in the Office of the Clerk of Court for Newberry County on April 21, 2009 in Deed Book 1426 at page 93

TMS#: 562-3

Exhibit D

Partition Action, and, in the Alternative Declaratory Judgment
Fairfield Deed

Deed Prepared By:
J. Dowd Nichols, Esq.
PO Box 836
Newberry, SC 29108

202000002332 EXEMPT
Filed for Record in
FAIRFIELD SC
JUDY M BONDS
10-16-2020 At 01:39:01 pm.
DEED 15.00
State .00
County .00
Book 1432 Page 195 - 197

Space above this line for recording information

STATE OF SOUTH CAROLINA)
)
COUNTY OF FAIRFIELD)

DEED TO REAL ESTATE
Title Search Not Performed

KNOW ALL MEN BY THESE PRESENTS, that **BONNELLE G. YARBOROUGH** (hereinafter referred to as "Grantor"), for and in consideration of the sum of **FIVE AND 00/100 (\$5.00) Dollars** to it in hand paid at and before the sealing of these presents, by **LENA SUE YARBOROUGH** hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, granted, bargained, sold and released, subject to the rights, easements and restrictions hereinafter set out or reserved in the deed unto **BONNELLE G. YARBOROUGH, A LIFE ESTATE FOR THE REST OF HER NATURAL LIFE, AND UPON HER DEATH, ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY SHALL AUTOMATICALLY VEST IN THE REMAINDERMAN, LENA SUE YARBOROUGH**, her heirs, successors, and assigns forever, the Grantor's interest in the following described property:

SEE ATTACHED EXHIBIT A FOR PROPERTY DESCRIPTION

Grantee's Address: 1648 Livingston Road
Pomaria, South Carolina 29126

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantees, their Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her successors and assigns, to warrant and forever defend all and singular the premises unto the Grantees, their Heirs, Successors and Assigns against themselves and their successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hand and seal this 7th day of October 2020.

Ramona J. Shealy
Witness 1

Bonnelle G. Yarborough
Bonnelle G. Yarborough

Jennifer Dowd Nichols
Witness 2

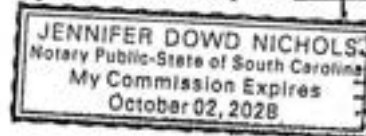
STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

ACKNOWLEDGMENT

I, Jennifer Dowd Nichols, a notary public for the State of South Carolina, do hereby certify that Bonnelle G. Yarborough, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7th day of October 2020.

Jennifer Dowd Nichols
Notary Public for South Carolina
My commission expires: 10/2/2028



Submitted for recording by:
NICHOLS & PRICE
PO Drawer 836
Newberry, South Carolina 29108

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, situate, lying and being in the County of Fairfield, State of South Carolina, containing One Hundred Forty-Three and 11/100 (143.11) acres, more or less and being more particularly described as Tract C on a plat of the Yarborough Estate prepared by Glenn Associates Land Surveying Company, dated July 19, 1993, recorded in the Office of the Clerk of Court for Fairfield County in Plat Book 513 at pages 929 and 923; reference to said plat being had for a more complete and accurate description thereof. 930

DERIVATION: This is the same property conveyed to the Grantor, Joel F. Yarborough, III, Sue Yarborough East, and Adele J. Pope by deed of distribution from the Estate of Joel F. Yarborough, Jr., recorded in the Office of the Clerk of Court for Fairfield County on January 18, 1994, in Deed Book MU at page 64; and by deed of James Henry Yarborough, et al., recorded in the Office of the Clerk of Court for Fairfield County on February 11, 1994 in Deed Book MU at page 334; and by deed of Adele J. Pope to Bonnelle G. Yarborough and Joel F. Yarborough, III recorded in the Office of the Clerk of Court for Fairfield County on November 28, 2011 in Deed Book RH at page 53; by deed of Bonnelle G. Yarborough and Joel F. Yarborough, III as Joint Tenants with Rights of Survivorship and not as Tenants in Common, recorded in the Office of the Clerk of Court for Fairfield County on January 22, 2022 in Deed Book BJ at page 345, and by Special Referee Deed (Case #2006-CP-20-260, Bonnelle G. Yarborough and Joel F. Yarborough, III v. Sue Yarborough East) dated March 11, 2008 and recorded in the Office of the Clerk of Court for Fairfield County on March 14, 2008 in Deed Book 897 at page 72.

TMS #194-00-02-010

FAIRFIELD COUNTY ASSESSOR
DATE 10-19-2020
TAX MAP NO. 194-00-02-010

From: [Charles Verner](#)
To: [Beth B. Richardson](#); [Cynthia D. Nygord](#); [Dara Carmichael](#); "Office"; mr.chuck.watson@gmail.com; [Sarah Frierson](#)
Subject: Yarborough v Yarborough
Date: Friday, May 5, 2023 2:30:16 PM
Attachments: [Yarborough Property Division.pdf](#)

Mr Watson, attached as a PDF please find Defendant Joel F Yarborough, III's, position as to the ownership interests of he and his sister/Plaintiff Lena Sue Yarborough that are in the current partition action, with supporting explanations. I am sending in a separate attachment the title searches in performed in Newberry and some accompanying deeds. I believe all or most of the deeds are also attached to Mr Herndon's reports.

Charles Verner
1303 Main Street, Suite 304
P O Box 484
Newberry, SC 29108
(803) 915-9798
(803) 924-1786 cell
sclawyer@me.com
lawyer@sc.rr.com

Property 3(a)	78 acres, Newberry	
	Joel F Yarborough, III	100%
Property 3(b)	22.79 acres, 1807 Livingston Road, Newberry	
	Joel F Yarborough, III	50%
	Lena Sue Yarborough	50%
Property 3(c)	2.3 acres, 1648 Livingston Road, Newberry	
	Joel F Yarborough, III	25%
	Lena Sue Yarborough	75%
Property 4	148 acres, Fairfield	
	Joel F Yarborough, III	69.4%
	Lena Sue Yarborough	30.6%

'Newberry Timber Tract', Newberry 78 acres (3a)

Defendant submits that Defendant Joel F Yarborough, III, owns the entirety of the property identified in the Complaint as 3(a) by virtue of his remainder interest in Deed 482-207, dated April 14, 1998. Should it be determined that Defendant does not own the remainder interest, Defendant agrees with Mr Herndon's position that this property is held in undivided equal shares by Plaintiff and Defendant.

Bonnelle was granted the property in Deed 327-334 by her mother Ethel Graham on October 2, 1990. On April 14, 1998, in Deed Book 482-207, Bonnelle executed what is titled "Warranty Deed (Joint Tenants with Right of Survivorship)" to Bonnelle G. Yarborough and Joel F Yarborough.

Despite the notation that the deed was a warranty deed with joint right of survivorship, South Carolina did not recognize the joint right of survivorship created in deeds until 2000. Prior to that date, "[in] South Carolina, documents conveying a shared interest in property have generally been construed in favor of tenancies in common." Herbermont v Thomas, 15 Chev. Eq. 21 (SC 1939)(cited in Cutler). The present matter has been directly addressed in Smith v Cutler, 623 SE2d 644 (2005).

Just as the time-line of deeds exists between the Yarboroughs, in Cutler, the Court wrote "[we] note at the outset that section 27-7-40 cited above and relied on by the court of appeals, creating a joint tenancy with a right of survivorship, was not enacted until after the deed in the current case was executed. As a result, the parties to the deed could not have intended to take advantage of the statute creating the estate of joint tenancy with a right of survivorship."

The state supreme court added, "[we] hold that the use of the phrase 'for and during their joint lives and upon the death of either of them, then to the survivor of them' indicates an intention of the parties to share a tenancy in common for life, with cross remainders for life, with remainder in fee to the ultimate survivor."

The Deed executed by Bonnelle G Yarborough in Deed Book 482, page 207, also

clearly conveys a life estate and remainder interest. The Grantor conveys the property to Joel and herself, "for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion. . . ." This is identical to the granting language in the Cutler case - "We hold that the use of the phrase 'for and during their joint lives and upon the death of either of them, then to the survivor of them' indicates an intention of the parties to share a tenancy in common for life, with cross remainders for life, with remainder in fee to the ultimate survivor."

Bonnelle G. Yarborough passed on March 20, 2022, and Joel F. Yarborough, III, holds the remainder interest to this property. Because this is a life interest created in a tenancy in common, the interest of Bonnelle G. Yarborough was not severable as a joint tenancy created under 27-7-40.

1807 Livingston Road, Newberry 22.79 acres (3b)

Defendant agrees with Plaintiff's Herndon report that the parties each own and undivided one-half (1/2) interest to the property located at 1807 Livingston Road, containing 22.79 acres, and identified as property 3(b) in the Complaint.

This property was granted to Bonnelle Yarborough and Ethel Yarborough in Deed Book 327-334, on October 2, 1990. Ethel died in 1994 leaving Bonnelle as her only heir. Bonnelle deeded one-half of her interest to Joel F Yarborough, III, in Deed 576-221, on December 18, 2001, as joint tenants with right of survivorship. Bonnelle severed the joint tenancy in Deed 2242-180 and granted her interest to Lena Sue Yarborough.

1648 Livingston Road, Newberry 2.3 acres (3c)

Defendant submits that (Plaintiff) Lena Sue Yarborough owns $\frac{3}{4}$ and (Defendant) Joel F Yarborough, III, owns $\frac{1}{4}$ of the property located at 1648 Livingston Road, Newberry, South Carolina, (identified as Property 3J(c) in the Complaint, and not the $\frac{7}{8}$ to $\frac{1}{8}$ division from the Herndon opinion suggested by Plaintiff.

In Deed Book 77-159, dated June 16, 1960, Bonnelle Graham's father (Felix Daniel Graham) deeded Bonnelle and her husband the 2.3 acres located on 1648 Livingston Road, Newberry. J F Yarborough then deeded (106-494) his one-half interest in the property to his wife, Bonnelle, and his two children, Lena Sue and Joel. At this point, Bonnelle would have owned $\frac{2}{3}$ of the property (her $\frac{1}{2}$ plus $\frac{1}{3}$ or her husband's one-half), and Lena and Joel, III, would have each owned one-sixth ($\frac{1}{6}$).

In the Special Referee's Deed, Reid Cox deeded Lena's one-sixth interest to Bonnelle and Joel. At this point, Bonnelle would have owned $\frac{3}{4}$ of the property and Joel, III, would own $\frac{1}{4}$.

Mr Herndon's notes that he did not abstract the property and his report is based his "assumption [that] on June 16, 1960 title was vested in Joel F Yarborough Jr. and Bonnelle G. Yarborough ($\frac{1}{2}$ interest each)." This assumption is not supported by the public record. This property was granted to Bonnelle and her husband Joel by her father on June 16, 1960, in Deed Book 77-159. In Deed 106-494, Joel F Yarborough acknowledges that he owns a half interest in the property ("All my right, title and interest, the same being an undivided one-half ($\frac{1}{2}$) interest, in and to all that certain piece...") Joel F Yarborough deeded his one-half interest equally to Bonnelle, Lena Sue and Joel, III. One-third of one-half is one-sixth. Therefore, Lena Sue and Joel, III, would have each owned $\frac{1}{6}$ of the property (not the $\frac{1}{8}$ that Mr Herndon suggests because of his incorrect assumption that Bonnelle and Joel each owned $\frac{1}{2}$ prior to the 1960 deed.

This one-sixth ownership interest was adopted and incorporated in Mr Reid Cox's Special Referee Deed from 2006. Moreover, all of the owners of the property and none

parties in this action challenged or appealed Mr Cox's ruling. Mr Cox's unappealed order and subsequent deed are the law of this case and determinative of the parties' respective ownership interests.

Date	Book	Parties	Interest
6/16/1960	<u>77-159</u>	Felix Daniel Graham	100
		Bonnelle Graham Yarborough	1/2 3/6
		J F Yarborough	1/2 3/6
2/1/1972	<u>106-494</u> Q-54	J F Yarborough	0
		Bonnelle G Yarborough	4/6
		Lena Sue Yarborough	1/6
		Joel F Yarborough III	1/6
4/21/2009	1426-93	W Reid Cox Spec Ref	0
		Bonnelle G Yarborough	3/4
		Joel F Yarborough III	1/4
3/20/2022	2242-177	Bonnelle G Yarborough	0
		Lena Sue Yarborough	3/4
		(Joel F Yarborough III)	(1/4)

'Fairfield Timber Tract', Newberry 143 acres (4)

Defendant submits that Defendant Joel F Yarborough, III, owns a $\frac{25}{36}$ interest to the Fairfield property identified in the Complaint as 4 and Lena Sue Yarborough owns the balance of $\frac{11}{36}$ interest to this property.

As a settlement to the probate estate, the Yarborough agreed to partition inherited property in Fairfield County to Bonnelle Graham Yarborough, Sue Yarborough East (a/k/a Lena Sue Yarborough), J F Yarborough, III and Adele J Pope, who was the attorney in the matter and took her legal fees in kind as an interest in the property. Bonnelle and her children would likewise grant property to the other heirs in Deed MU-349 to complete the exchange.

Bonnelle and Joel paid off the legal fees over time and Adele Pope granted her $\frac{3}{9}$ interest to Bonnelle and Joel in Deed RH-53 on November 28, 2001. At this time, Bonnelle and Joel would have each owned $\frac{7}{18}$ and Lena Sue retained her $\frac{2}{9}$ interest.

On January 22, 2002, Bonnelle granted the property to Joel and herself in Deed RJ-345. This is where the disagreement with the Herndon report begins. According to the Herndon report submitted by Plaintiff, after the conveyance of her interest to Joel and herself, Bonnelle still retained her $\frac{7}{18}$ interest. However, we maintain that Bonnelle conveyed her interest at that time to Joel and herself. Therefore, her interest would be $\frac{7}{36}$ after Deed RH-53 and Joel would be at $\frac{21}{36}$. We don't understand how Bonnelle could convey her property to herself and Joel without any reduction in her ownership interest. If she owned the property entirely prior to executing the Deed in RH-53, she would have conveyed one-half of her interest at that time. Likewise, if she and Joel owned the property as tenants in common and she conveyed the property to herself and a third person (such as Lena Sue), Bonnelle's interest would also be reduced by one-half. Mr Herndon's interpretation can only be that Bonnelle intended to change the type of ownership from tenants in common to joint tenants with right of survivorship without actually transferring any ownership interest, but this is not reflected in the Deed.

After the partition action was settled in Fairfield, Lena Sue transferred in Special Referee's Deed 897-72 her 2/9 interest to Bonnelle and Joel, resulting in Lena Sue no longer owning any interest in the Fairfield property and Bonnelle now owning 11/36 and Joel owning an undivided 25/36 interest.

In Deed 1432-165, Bonnelle severed the joint tenancy and conveyed her interest to Lena Sue Yarborough with the current ownership of the Fairfield property as Joel F Yarborough, III, with an undivided 25/36 interest and Lena Sue Yarborough with an 11/36 undivided interest.

Date	Book	Parties	Interest	
2/11/1994	<u>MU-338</u>	Katie Coleman, et al	100	
		Bonnelle Graham Yarborough	2/9	
		Sue Yarborough East	2/9	
		J F Yarborough, III	2/9	
		Adele J Pope, Esquire	3/9	
11/28/2001	<u>RH-53</u>	Adele J Pope	0	
		Bonnelle G Yarborough	7/18	14/36
		Joel F Yarborough III	7/18	
		Lena Sue Yarborough	4/18 (2/9)	
1/22/2002	<u>RJ-345</u>	Bonnelle G Yarborough		
		Bonnelle G Yarborough	7/36	
		Joel F Yarborough III	21/36	
3/14/2008	<u>897-72</u>	Sp Referee	0	
		Bonnelle G Yarborough	11/36	
		Joel F Yarborough III	25/36	
		Lena Sue Yarborough	0	

10/16/2020	<u>1432-165</u>	Bonnelle G Yarborough	0
		Lena Sue Yarborough	11/36
		(Joel F Yarborough, III)	25/36

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM NEWBERRY COUNTY
Court of Common Pleas

Charles M. Watson Jr., Special Referee

Appellate Case No.: 2023-001143

Case No.: 2022-CP-36-00326

RECEIVED

Nov 13 2023

SC Court of Appeals

Lena Sue Yarborough Appellant,

v.

Joel F. Yarborough, III.....Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/Beth B. Richardson
Beth B. Richardson (SC Bar No. 69552)
brichardson@robinsongray.com
Sarah C. Frierson (SC Bar No. 104643)
sfrierson@robinsongray.com
2151 Pickens Street, Suite 500 (29201)
Post Office Box 11449
Columbia, South Carolina 29211
(803) 929-1400 Telephone
(803) 929-0300 Fax

Counsel for Appellant Lena Sue Yarborough

November 10, 2023

RECEIVED

Nov 13 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM NEWBERRY COUNTY
Court of Common Pleas

Charles M. Watson, Jr., Special Referee

Appellate Case No.: 2023-001143

Lower Court Case No.: 2022-CP-36-00326

Lena Sue Yarborough Appellant,

v.

Joel F. Yarborough, III.....Respondent,

PROOF OF SERVICE

Pursuant to Rule 262(c)(3), SCACR, I certify that I have caused the **RECORD ON APPEAL** to be served on the following counsel of record by AIS email at the following addresses:

Charles V. Verner, Esquire
PO BOX 484
Newberry, South Carolina 29108
lawyer@sc.rr.com
Counsel for Respondent

s/Beth B. Richardson
Beth B. Richardson (SC Bar No. 69552)
brichardson@robinsongray.com
Sarah C. Frierson (SC Bar No. 104643)
sfrierson@robinsongray.com
Post Office Box 11449
Columbia, South Carolina 29211
Counsel for Appellant Lena Sue Yarborough

November 10, 2023

From: [Cynthia D. Nygord](#)
To: lawyer@sc.rr.com
Cc: [Beth B. Richardson](#); [Sarah Frierson](#); [Cynthia D. Nygord](#); [Dara Carmichael](#); [Charles Verner](#)
Bcc: ["{F397049}.Clients@f8eed.imanage.work"](#)
Subject: Yarborough - Appellant's Final Brief and Record on Appeal
Date: Friday, November 10, 2023 10:06:23 AM
Attachments: [image001.png](#)
[2023-11-10 - Final Brief of Appellant, Cert of Counsel and POS - for filing.pdf](#)
[2023-11-10 - Record on Appeal, Cert of Counsel and POS - for Filing.pdf](#)

Mr. Verner:

Pursuant to Rule 262(c)(3), SCACR, attached for service upon you via email please find the following:

- Appellant's Final Brief and the Proof of Service for the same; and
- Record on Appeal and the Proof of Service for the same.

The attached will be filed with SC Court of Appeals this morning. A copy of this email will be filed with each Proof of Service.

With kindest regards,
Cyndi Nygord



CYNDI NYGORD PARALEGAL

DIRECT 803.231.7845
[VCARD](#)
ROBINSONGRAY.COM

2151 Pickens Street
Suite 500
PO Box 11449 (29211)
Columbia, SC 29201



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