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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY

The Honorable Mikell Scarborough
Trial Court Case No. 2020CP1004714

Case No. 2023-001200

William Gorham and Rosalee Gregg Smalls, Plaintiffs,

Alan Gregg, Victoria Manigault, Mary Frances Gregg Steed, Dorothy Gregg Horlback, Robert Leroy Gregg, Franklin Gregg, Michael Gregg, Agnes Gregg (daughter of Jesse Gregg), Joanne Gregg (daughter of Jesse Gregg), Murray Chavis, John Doe and Jane Does, as fictitious names for a class of unknown heirs, devisees, distributees, administrators, or personal representatives of deceased persons Harriet Gregg, Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jessee "Eddie" Gregg, James Gregg, Leroy Gregg, Jr., Agnes A. Gregg, Jesse Gregg, Robert Gregg, and all other persons known or appear of record to have some right, title, interest in or lien upon the real estate described in the complaint herein, Defendants.

Of whom William Gorham is the Appellant and Robert Leroy Gregg is the Respondent.

RECORD ON APPEAL

**I CERTIFY THAT THE RECORD ON APPEAL CONTAINS ALL
MATERIAL PROPOSED TO BE INCLUDED BY ANY OF THE PARTIES
AND NOT ANY OTHER MATERIAL.**

Dated: February 7, 2024

s/Karen M. DeJong
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Robert Leroy Gregg

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COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG)
 SMALLS,)

Plaintiffs,)

v.)

ALAN GREGG, VICTORIA MANIGAULT,)
 MARY FRANCES GREGG STEED, DOROTHY)
 GREGG HORLBACK, ROBERT LEROY)
 GREGG, FRANKLIN GREGG, MICHAEL)
 GREGG, AGNES GREGG (daughter of JESSE)
 GREGG), JOANNE GREGG (daughter of JESSE)
 GREGG), MURRAY CHAVIS, JOHN DOE and)
 JANE DOE, as fictitious names for a class of)
 unknown persons being incompetents, minors,)
 persons in military service to the United States of)
 America, imprisoned, and/or under any other form)
 of legal disability, including but not limited to)
 unknown heirs, devisees, distributes, administrators,)
 or personal representatives of deceased persons)
 HARRIET GREGG, LEROY GREGG,)
 HENRIETTA FISHBURN, AGNES GREGG)
 WASHINGTON, JESSE AEDDIE@ GREGG,)
 JAMES GREGG, LEROY GREGG, JR., AGNES)
 A. GREGG, JESSE GREGG, ROBERT GREGG,)
 and all other persons known or appear of record to)
 have some right, title, interest in or lien upon the)
 real estate described in the complaint herein,)

Defendants.)

**CONSENT ORDER
 TO AMEND COMPLAINT**

The Defendant ROBERT LEROY GREGG filed a Notice of Motion and Motion
 to Amend Complaint dated December 18, 2020, requiring Plaintiffs' attorney to amend the
 Complaint to add Lot 3 to the Plaintiff's cause of action.

UPON motion of Baker & Varner, LLC, attorneys for the Defendant ROBERT LEROY GREGG, by and with the consent of KAREN M. DEJONG, attorney for the Plaintiffs; it is

ORDERED, ADJUDGED AND DECREED THAT Plaintiffs' attorney shall file an Amended Complaint within forty-five (45) days of the date of this Order to amend Paragraph 10 of the Complaint to provide as follows:

"10. The Property at issue in this Complaint is comprised of three lots on Venning Road, Mount Pleasant, Charleston County, South Carolina, bearing TMS # 560-00-00-051 (Lot 1), TMS # 560-00-00-052 (Lot 2) and TMS # 560-00-00-015 (Lot 3)."

AND IT IS SO ORDERED.

_____, 2021

PRESIDING JUDGE, Ninth Judicial Circuit

I SO MOVE:

I CONSENT:

s/Barry I. Baker
Barry I. Baker, Esquire
Baker & Varner, LLC
Attorneys for the Defendant Robert
Leroy Gregg

s/Karen M. DeJong
Karen M. DeJong, Esquire
DeJong Law Firm, LLC
Attorney for Plaintiffs



Charleston Common Pleas

Case Caption: William Gorham , plaintiff, et al VS Alan Gregg , defendant, et al
Case Number: 2020CP1004714
Type: Order/Amend

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2021-02-24 14:43:05 page 3 of 3

ELECTRONICALLY FILED - 2021 Feb 25 9:19 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1004714

COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG
SMALLS,

Plaintiffs,

**ORDER APPOINTING GUARDIAN AD
LITEM**

(Action to Quiet Title)
(Adverse Possession)

v.

ALAN GREGG, VICTORIA MANIGAULT,
MARY FRANCES GREGG STEED,
DOROTHY GREGG HORLBACK, ROBERT
LEROY GREGG, FRANKLIN GREGG,
MICHAEL GREGG, AGNES GREGG
(daughter of JESSE GREGG), JOANNE
GREGG (daughter of JESSE GREGG),
MURRAY CHAVIS, JOHN DOE and JANE
DOE, as fictitious names for a class of unknown
persons being incompetents, minors, persons in
military service to the United States of America,
imprisoned, and/or under any other form of legal
disability, including but not limited to unknown
heirs, devisees, distributes, administrators, or
personal representatives of deceased persons of
HARRIET GREGG, LEROY GREGG,
HENRIETTA FISHBURN, AGNES GREGG
WASHINGTON, JESSE "EDDIE" GREGG,
JAMES GREGG, LEROY GREGG, JR.,
AGNES A. GREGG, JESSE GREGG, ROBERT
GREGG, and all other persons known or appear
of record to have some right, title, interest in or
lien upon the real estate described in the
complaint herein.

Defendants.

WHEREAS, Plaintiffs in this action brought suit to quiet title and adverse possession;

WHEREAS, specific Defendants are named in this action and also Defendants named as JOHN DOE and JANE DOE, as fictitious names representing a class of unknown persons being incompetents, minors, persons in military service to the United States of America, imprisoned persons, persons under any other form of legal disability, unknown heirs, devisees, distributees, or personal representatives of deceased persons HARRIET GREGG, LEROY GREGG, HENRIETTA FISHBURN, AGNES GREGG WASHINGTON, JESSE "EDDIE" GREGG, JAMES GREGG, LEROY GREGG, JR. AGNES A. GREGG, JESSE GREGG, ROBERT GREGG, or any person or persons above named should they be deceased, and all other persons or entities who claim interest in or a lien upon the real estate which is the subject of this action; and

WHEREAS, Defendants require a Guardian *ad litem* to represent their interests, if any;

WHEREAS, Kelley Y. Woody, Esq. has been found to be without a conflict of interest in the representation of the named Defendants and as represented by fictitious names JOHN DOE and JANE DOE;

IT IS HEREBY ORDERED that Kelley Y. Woody, Esq. serve as Guardian *ad litem* for the named Defendants and unknown Defendants designated as JOHN DOE and/or JANE DOE in this action.

Clerk of Court, Ninth Judicial Circuit

Charleston, SC

Dated: _____, 2022



Charleston Common Pleas

Case Caption: William Gorham , plaintiff, et al VS Alan Gregg , defendant, et al
Case Number: 2020CP1004714
Type: Order/Appointment Of Guardian Ad Litem

So Ordered

s/Julie J. Armstrong, Charleston County Clerk of
Court, by BLC

Electronically signed on 2022-01-20 12:08:35 page 3 of 3

ELECTRONICALLY FILED - 2022 Jan 20 12:08 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1004714

COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA

WILLIAM GORHAM and ROSALEE
GREGG SMALLS,

Plaintiffs,

v.

ALAN GREGG, VICTORIA MANIGAULT,
MARY FRANCES GREGG STEED,
DOROTHY GREGG HORLBACK,
ROBERT LEROY GREGG, FRANKLIN
GREGG, MICHAEL GREGG, AGNES
GREGG (daughter of JESSE GREGG),
JOANNE GREGG (daughter of JESSE
GREGG), MURRAY CHAVIS, JOHN DOE
and JANE DOE, as fictitious names for a
class of unknown persons being incompetents,
minors, persons in military service to the
United States of America, imprisoned, and/or
under any other form of legal disability,
including but not limited to unknown heirs,
devisees, distributes, administrators, or
personal representatives of deceased persons
of HARRIET GREGG, LEROY GREGG,
HENRIETTA FISHBURN, AGNES GREGG
WASHINGTON, JESSE "EDDIE" GREGG,
JAMES GREGG, LEROY GREGG, JR.,
AGNES A. GREGG, JESSE GREGG,
ROBERT GREGG, and all other persons
known or appear of record to have some right,
title, interest in or lien upon the real estate
described in the complaint herein.

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

ORDER FOR DEFAULT

THIS CASE is an action to quiet title and adverse possession to real property located in
this county and is within the equity jurisdiction of this Court. This matter is presently before me

upon Affidavit and Motion of Plaintiff ("Affidavit and Motion") requesting that a) default be entered against Defendants Alan Gregg, Victoria Manigault, Mary Frances Gregg Steed, Dorothy Gregg Horlback, Franklin Gregg, Michael Gregg, Agnes Gregg (daughter of Jesse Gregg, deceased), Joanne Gregg (daughter of Jesse Gregg, deceased), and Murray Chavis for failure to answer or otherwise appear in this matter despite service of process and expiration of time to answer.

IT APPEARS from the Affidavit and Motion that Defendants Alan Gregg, Victoria Manigault, Mary Frances Gregg Steed, Dorothy Gregg Horlback, Franklin Gregg, Michael Gregg, Agnes Gregg (daughter of Jesse Gregg, deceased), Joanne Gregg (daughter of Jesse Gregg, deceased), and Murray Chavis are in default; and

Defendants Robert Leroy Gregg, Carla Gregg (daughter of Robert Gregg, deceased), Erica G. Holmes (daughter of Robert Gregg, deceased), Renarda Gregg (daughter of Robert Gregg, deceased), John Doe and Jane Doe, as fictitious names for a class of unknown persons being incompetents, minors, persons in military service to the United States of America, imprisoned, and/or under any other form of legal disability, including but not limited to unknown heirs, devisees, distributees, administrators, or personal representatives of deceased persons, Harriet Gregg, Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jesse "Eddie" Gregg, James Gregg, Leroy Gregg, Jr., Agnes A. Gregg, Jesse Gregg, Robert Gregg, and all other persons known or appear of record to have some right, title and interest in or lien upon the real estate described in the complaint are the remaining Defendants in this action, having filed their Answers to the Amended Complaint in a timely manner.

IT IS HEREBY ORDERED that the Defendants Alan Gregg, Victoria Manigault, Mary Frances Gregg Steed, Dorothy Gregg Horlback, Franklin Gregg, Michael Gregg, Agnes Gregg

(daughter of Jesse Gregg, deceased), Joanne Gregg (daughter of Jesse Gregg, deceased), and Murray Chavis shall have default entered against them.

Defendants Robert Leroy Gregg, Carla Gregg (daughter of Robert Gregg, deceased), Erica G. Holmes (daughter of Robert Gregg, deceased), Renarda Gregg (daughter of Robert Gregg, deceased), John Doe and Jane Doe, as fictitious names for a class of unknown persons being incompetents, minors, persons in military service to the United States of America, imprisoned, and/or under any other form of legal disability, including but not limited to unknown heirs, devisees, distributees, administrators, or personal representatives of deceased persons, Harriet Gregg, Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jesse "Eddie" Gregg, James Gregg, Leroy Gregg, Jr., Agnes A. Gregg, Jesse Gregg, Robert Gregg, and all other persons known or appear of record to have some right, title and interest in or lien upon the real estate described in the complaint are in default in this action are the remaining Defendants in this action, having filed their Answers to the Amended Complaint in a timely manner.

AND IT IS SO ORDERED.

Dated: _____, 2022

Hon. _____
Charleston County Court of Common Pleas



Charleston Common Pleas

Case Caption: William Gorham , plaintiff, et al VS Alan Gregg , defendant, et al
Case Number: 2020CP1004714
Type: Order/Entry of Default

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2022-09-07 10:12:23 page 4 of 4

ELECTRONICALLY FILED - 2022 Sep 07 10:54 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1004714

COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG)
 SMALLS,)

Plaintiffs,)

v.)

ALAN GREGG, VICTORIA MANIGAULT,)
 MARY FRANCES GREGG STEED, DOROTHY)
 GREGG HORLBACK, ROBERT LEROY)
 GREGG, FRANKLIN GREGG, MICHAEL)
 GREGG, AGNES GREGG (daughter of JESSE)
 GREGG), JOANNE GREGG (daughter of JESSE)
 GREGG), MURRAY CHAVIS, JOHN DOE and)
 JANE DOE, as fictitious names for a class of)
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 persons in military service to the United States of)
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 of legal disability, including but not limited to)
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 or personal representatives of deceased persons)
 HARRIET GREGG, LEROY GREGG,)
 HENRIETTA FISHBURN, AGNES GREGG)
 WASHINGTON, JESSE AEDDIE@ GREGG,)
 JAMES GREGG, LEROY GREGG, JR., AGNES)
 A. GREGG, JESSE GREGG, ROBERT GREGG,)
 and all other persons known or appear of record to)
 have some right, title, interest in or lien upon the)
 real estate described in the complaint herein,)

Defendants.)

**CONSENT ORDER
 OF REFERENCE**

UPON MOTION of Barry I. Baker, Attorney for the Defendant Robert Leroy Gregg, and with the consent of Karen M. DeJong, Attorney for the Plaintiffs, and it appearing that pursuant to SCRCF Rules 53 and 71 that this matter should be heard by the

Master-in-Equity; it is hereby

ORDERED, ADJUDGED AND DECREED that this case be, and the same is hereby, referred to The Honorable Mikell R. Scarborough, Master-in-Equity for Charleston County, to take testimony and issue a Final Decree, with any appeal from the Master to be directly to the South Carolina Supreme Court or the Court of Appeals; it is further

ORDERED, ADJUDGED AND DECREED that the Master-in-Equity is given authority to hear any and all post-trial motions, including, but not limited to, motions under Rules 52, 59 and 60, SCRPC.

AND IT IS SO ORDERED.

- ELECTRONIC SIGNATURE PAGE TO FOLLOW -

I SO MOVE:

s/Barry I. Baker
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S.C. Bar #482
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Attorneys for Defendant Robert Leroy
Gregg

I CONSENT:

s/Karen M. DeJong
Karen M. DeJong, Esquire
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karen@dejonglawfirm.com
Attorney for Plaintiffs



Charleston Common Pleas

Case Caption: William Gorham , plaintiff, et al VS Alan Gregg , defendant, et al
Case Number: 2020CP1004714
Type: Order/Referred to Master or Special Referee

So Ordered

s/Julie J. Armstrong, Charleston County Clerk of
Court, by BLC

Electronically signed on 2022-09-15 17:02:12 page 3 of 3

ELECTRONICALLY FILED - 2022 Sep 16 11:14 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1004714

COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG
 SMALLS,

Plaintiffs,

v.

ALAN GREGG, VICTORIA MANIGAULT,
 MARY FRANCES GREGG STEED, DOROTHY
 GREGG HORLBACK, ROBERT LEROY
 GREGG, FRANKLIN GREGG, MICHAEL
 GREGG, AGNES GREGG (daughter of JESSE
 GREGG), JOANNE GREGG (daughter of JESSE
 GREGG), MURRAY CHAVIS, JOHN DOE and
 JANE DOE, as fictitious names for a class of
 unknown persons being incompetents, minors,
 persons in military service to the United States of
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 HARRIET GREGG, LEROY GREGG,
 HENRIETTA FISHBURN, AGNES GREGG
 WASHINGTON, JESSE "EDDIE" GREGG,
 JAMES GREGG, LEROY GREGG, JR., AGNES
 A. GREGG, JESSE GREGG, ROBERT GREGG,
 and all other persons known or appear of record to
 have some right, title, interest in or lien upon the
 real estate described in the complaint herein,

Defendants.

QUIET TITLE ORDER

This matter came before the Court pursuant to a Summons and Complaint filed by the Co-
 Plaintiffs William Gorham and Rosalee Gregg Smalls on March 24, 2021. The properties which
 are the subject matter of this action are located on Venning Road in the Town of Mount Pleasant

and contain approximately two (2) acres that was subsequently divided into Lots 1, 2 and 3. Harriett Gregg originally purchased the two (2) acres from Matilda Venning by deed dated January 29, 1951 and recorded April 11, 1951 in Book S53, page 67, in the ROD Office for Charleston County. The Co-Plaintiff William Gorham and the Co-Defendants Robert Leroy Gregg, Franklin Gregg and Michael Gregg are the great-grandchildren of Harriet Gregg. The Co-Plaintiff Rosalee Gregg Smalls is the granddaughter of Harriet Gregg.

The late Robert Gregg, father of the Co-Defendant Robert Leroy Gregg, and an adjacent property owner, Murray Chavis, agreed to adjust the property lines between the Gregg Tract and the Chavis Tract. They further agreed to subdivide the two (2) lots into four (4) lots. The subdivision is shown on a plat prepared by George A. Z. Johnson, Jr. Inc dated August 25, 1995 and recorded in Plat Book EB at page 772 in the ROD Office for Charleston County. Under the Johnson plat, both tracts of land were collectively subdivided into Lots 1 through 4. The Gregg family retained ownership of Lots 1 through 3, inclusive, and Murray Chavis retained ownership of Lot 4, all as shown on the Johnson plat.

Under the numbering system of the Town of Mount Pleasant, Lot 1 is known as 1437 Venning Road and bears Charleston County TMS # 560-00-00-051; Lot 2 is known as 1439 Venning Road and bears Charleston County TMS # 560-00-00-052; and Lot 3 is known as 1447 Venning Road and bears Charleston County TMS # 560-00-00-015. Lot 1 is presently occupied by the Co-Plaintiff William Gorham and his brother the Co-Defendant Franklin Gregg and Franklin's grandson, Daquan Johnson. The Co-Plaintiff Rosalee Gregg Smalls occupies her mobile home which has been placed on Lot 2. Lot 3 contains two (2) residences. The larger residence is the original homestead of the Gregg family and is presently occupied by Victoria Manigault, the sister of the Co-Plaintiff Rosalee Gregg Smalls, and the smaller home was

constructed and occupied for a number of years by the late Robert Gregg. Robert Gregg died on or about October 3, 2020 and his home has been vacant since his death.

The original Summons and Complaint filed on October 27, 2020 only addressed Lots 1 and 2 and did not include Lot 3. As a result thereof, on December 18, 2020, Barry I. Baker, attorney for the Co-Defendant Robert Leroy Gregg, filed a motion to require the Plaintiffs' attorney to amend the Complaint to include Lot 3 in the lawsuit. On February 25, 2021, the Honorable Roger M. Young, Sr., Circuit Court Judge for the Ninth Judicial Circuit, issued an Order providing for the Complaint to be amended.

On March 24, 2021, a Summons and Amended Complaint that included all three lots were filed. In the Complaint and Amended Complaint, the Co-Plaintiff William Gorham alleged he was the owner of Lot 1 by adverse possession and the Co-Plaintiff Rosalee Gregg Smalls alleged she was the owner of Lot 2 by adverse possession. The Co-Defendant Robert Leroy Gregg, through his attorney Barry I. Baker, filed an Answer and Counterclaim to quiet the title to the properties on March 25, 2021. Karen M. DeJong, attorney for the Plaintiffs, duly filed a Reply to the Counterclaim on April 21, 2021. It should also be noted that Kelley Y. Woody, the duly appointed Guardian ad Litem, filed an Answer to the Amended Complaint on January 20, 2022 and that the pleadings were published on April 13, April 20 and April 27, 2022. All of the Defendants were served either personally or by publication.

This matter was referred to me by a Consent Order of Reference filed September 16, 2022 to take testimony and issue a final decree with any appeal from my Order being directed to the Court of Appeals.

A hearing was held before me on February 21, 2023. Karen M. DeJong, attorney for the Plaintiffs, was present together with the Co-Plaintiff William Gorham and Larry Gregg, the son

and agent for his mother, the Co-Plaintiff Rosalee Gregg Smalls; the Co-Defendant Robert Leroy Gregg was present along with his attorney, Barry I. Baker; the Co-Defendant Michael Gregg was present; Lawrence Ford and Merle Ford, the father-in-law and mother-in-law of Robert Leroy Gregg were present; and Charles Gadsden, who is related to the Gregg family appeared pursuant to a subpoena issued by Barry I. Baker, Esquire.

The issues that were heard on February 21, 2023 were the settlement agreement reached with Co-Plaintiff Rosalee Gregg Smalls, the agreement to purchase the interest of the Co-Defendant Michael Gregg, the issue of adverse possession asserted by the Co-Plaintiff William Gorham as to Lot 1. The quiet title action was also heard; however, the hearing was adjourned and was re-convened on May 22, 2023.

At the commencement of the February 21, 2023 hearing, Barry I. Baker called to the attention of the Court that Robert Leroy Gregg had purchased all of the right, title and interest in the subject property from the Co-Defendant Franklin Gregg a/k/a Frankie James Gregg by deed dated February 16, 2023 and recorded February 17, 2023 in the ROD Office for Charleston County in Book 1164 at page 278.

Mr. Baker also advised the Court that an agreement had been reached whereby the Co-Defendant Michael Gregg would convey all of his right, title and interest in subject property to the Co-Defendant Robert Leroy Gregg based upon this Court's determination as to the ownership interest of Michael Gregg and at the fair market value as determined by this Court. I asked the Co-Defendant Michael Gregg if, in fact, the representation as made to this Court by Mr. Baker was correct and whether or not he still wanted to comply with the agreement and whether he had entered into the agreement freely and voluntarily. The Co-Defendant Michael Gregg assured the Court that he understood the terms of the agreement and that he would cooperate to consummate

the agreement that he had reached with the Co-Defendant Robert Leroy Gregg and that he had entered into the agreement freely and voluntarily without any undue influence or duress. I find that this agreement is fair, just and reasonable and approved as an Order of the Court.

Karen DeJong thereafter advised the Court that a Settlement Agreement was reached between the Co-Plaintiff Rosalee Gregg Smalls and the Co-Defendant Robert Leroy Gregg. The said agreement was signed by the Co-Plaintiff Rosalee Gregg Smalls and the Co-Defendant Robert Leroy Gregg, and under the terms and provisions of the Settlement Agreement the Co-Plaintiff Rosalee Gregg Smalls relinquished her claim of adverse possession in consideration of the Co-Defendant Robert Leroy Gregg allowing her the right to occupy Lot 2 for and during the term of her natural life, subject to the following additional provisions:

1. Robert Leroy Gregg (hereinafter "GREGG") hereby grants the right of occupancy of TMS # 560-00-00-052 (Lot 2) to Rosalee Gregg Smalls ("SMALLS"), for and during the term of her natural life, provided, however, that SMALLS must occupy the mobile home located on TMS #560-00-00-052 (Lot 2) as her permanent and primary residence. SMALLS' right of occupancy is strictly personal in nature and cannot be hypothecated, transferred, devised, assigned, or inherited in any manner. No rights of any kind shall inure to the benefit of her heirs and assigns. If SMALLS does not occupy the mobile home located on said premises for a period of ninety (90) consecutive days, the right of occupancy to the premises granted by GREGG to SMALLS shall immediately terminate.
2. SMALLS shall pay the sum of Two Hundred and no/100 (\$200.00) Dollars per month to GREGG to help pay the annual property taxes, which payment shall be due and payable by the 5th day of each month beginning the first month after the date of this Agreement.
3. SMALLS is expressly prohibited from leasing or subletting the subject premises or any portion thereof and SMALLS shall not allow any other individual to reside in the mobile home located thereon with her with the exception of one caregiver and provided that under no condition is William Gorham, Frankie Gregg, Larry Gregg or DaQuan Johnson allowed to be said caregiver and/or reside on subject premises. In the event SMALLS attempts to lease the premises (or any portion thereof) or SMALLS allows anyone to reside on the premises other than as explicitly permitted herein, then SMALLS' right of occupancy will automatically terminate and will be null and void and of no further force and effect. SMALLS shall not permit any mechanic's liens to be placed against the premises, and if such liens arise, shall

promptly remove the same within ten (10) days of written notice thereof or she will be in breach of the terms of this Agreement.

4. SMALLS shall not maintain, store or use any other hazardous materials upon the premises. Hazardous materials shall mean any hazardous, toxic or radioactive substance, matter, material or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulations, code or other governmental restriction or requirement and includes, without limitation, asbestos, petroleum products and the terms hazardous substance and hazardous waste as defined in CERCLA and RCRA, as each may be amended.
5. GREGG or his agents may enter the premises, but may not enter the mobile home located thereon, at reasonable times to inspect the premises or to show the premises to potential buyers or other parties or to do any other act or to inspect and conduct tests in order to monitor compliance with all applicable environmental laws or for any other purpose GREGG deems reasonably necessary. GREGG shall give SMALLS prior notice of such entry, except in the case of an emergency.
6. Upon termination of SMALLS' right of occupancy to the premises due to violation of any of the provisions of this Settlement Agreement, GREGG shall give written notice to SMALLS to immediately vacate the premises and SMALLS shall have ninety (90) days after said written notice to remove all items of personal property and the mobile home presently located thereon. Upon termination of SMALLS' right of occupancy to the premises due to her death, her surviving immediate family members shall have ninety (90) days after her death to remove all items of personal property and the mobile home presently located thereon. If said personal property and/or mobile home are not removed within said ninety (90) days after written notice or her death as set forth herein, all remaining property shall be deemed abandoned and ownership thereof shall become vested in GREGG and GREGG shall be allowed to dispose of it as he sees fit. Notwithstanding the foregoing, ownership of any improvements permanently affixed or attached to the premises shall vest in GREGG.
7. For and in consideration of the above, SMALLS hereby acquits and forever discharges GREGG, his heirs, successors and assigns, from all past, present and future claims, demands, debts, rights, actions, damages, fees and costs and all claims of any nature or kind whatsoever, now existing, known or unknown, arising from the factual allegations and claims asserted in the lawsuit.
8. For and in consideration of the above, GREGG hereby acquits and forever discharges SMALLS, her heirs, successors and assigns, from all past, present and future claims, demands, debts, rights, actions, damages, fees and costs and all claims of any nature or kind whatsoever, now existing, known or unknown, arising from the factual allegations and claims asserted in the lawsuit.
9. SMALLS hereby releases any and all claim, right, title or interest she may have or

allege to have in and to the property known and designated as Lot 2 on Plat recorded in Plat Book EB, page 772, bearing Charleston County TMS 560-00-00-052. SMALLS agrees to execute a quit claim deed, without any reservation, for the property to GREGG within ten (10) days of this Agreement being executed by all parties. The execution and delivery of this quit claim deed is a contingency of this agreement. In the event SMALLS fails to timely provide the same, this Agreement shall automatically terminate. (Quit Claim Deed from Rosalee Gregg Smalls to Robert Leroy Gregg dated February 28, 2023 was recorded February 17, 2023 in Book 1168 at Page 150 in the ROD Office for Charleston County.)

Ms. DeJong further advised the Court that due to her age, the Co-Defendant Rosalee Gregg Smalls was unable to attend the hearing; however, her son, Larry Gregg, to whom she had granted a power of attorney, was present on his mother's behalf. Ms. DeJong further advised the Court that Larry Gregg was present at the time his mother signed the Settlement Agreement. Larry Gregg and the Co-Defendant Robert Leroy Gregg both advised the Court that the Settlement Agreement as hereinbefore set forth did represent the entire settlement agreement reached between the Co-Plaintiff Rosalee Gregg Smalls and the Co-Defendant Robert Leroy Gregg. The Court has reviewed the terms and provisions of the Settlement and finds the same to be fair and reasonable under the circumstances and is hereby approved as an Order of the Court. The Court then began taking testimony as to the claim of adverse possession.

ADVERSE POSSESSION

Before the Co-Plaintiff William Gorham began testifying as to his alleged claim of adverse possession, Attorney Baker made an oral motion that was not granted requesting that this Court dismiss Co-Plaintiff Gorham's Complaint based upon the fact that Co-Plaintiff Gorham owned an interest in the lots which are the subject matter of this action as tenants in common with his brothers, the Co-Defendants Franklin Gregg and Michael Gregg, and with his cousin, the Co-Defendant Robert Leroy Gregg.

Testimony was then taken as to the Co-Plaintiff William Gorham's claim to adverse

possession. In his direct testimony, Co-Plaintiff Gorham first testified that he did not start living in the house on Lot 1 on a permanent basis until the death of his uncle, Jesse "Eddie" Gregg, in 2014. He then later testified that he continuously occupied Lot 1 adversely since 2009. On cross-examination, the Co-Plaintiff Gorham could not dispute the testimony from his deposition held on November 16, 2021. The testimony from Co-Plaintiff Gorham's deposition on November 16, 2021 was that he lived in the house on Lot 1 as a child. He stated that his mother, Agnes Gregg Gorham, died when he was a baby, that he did not remember his mother and that he was raised by his grandmother, Louise Gregg, who occupied the home on Lot 1. Co-Plaintiff Gorham further testified that when he became an adult and got married, he moved out of the house on Lot 1 and did not return to the house on Lot 1 until his wife filed for divorce in 2009. Co-Plaintiff Gorham did not continuously live in the home until 2014 when his uncle, Jesse "Eddie" Gregg, died. Between 2009 and 2014, Gorham sporadically spent nights at the house on Lot 1 with his uncle. After Jesse "Eddie" Gregg died in 2014, Gorham was initially the sole occupant of the home on Lot 1; however, at some point shortly thereafter, Co-Plaintiff Gorham's brother Franklin Gregg went through a divorce and also began living in the home, along with his grandson, Daquan Johnson. There is no dispute that the Co-Plaintiff William Gorham only had exclusive possession of the house on Lot 1 for a brief period of time.

Further in his deposition, Co-Plaintiff Gorham testified that he was very close to his late uncle, Robert Gregg, who is the father of the Co-Defendant Robert Leroy Gregg. Co-Plaintiff Gorham testified that he had a loving relationship with his uncle and that his uncle had in fact suggested to him in 2009 that if he needed a place to stay that he should move into the house on Lot 1. In his deposition he further testified that he never attempted to force any of his family members out of the house on Lot 1. Co-Plaintiff Gorham made it abundantly clear that his claim

of ownership in the properties which are the subject matter of this action was strictly through his late mother, Agnes Gregg Gorham.

At the conclusion of Co-Plaintiff Gorham's testimony, Mr. Baker made a motion requesting that the Court allow him to add as an additional defense that Co-Plaintiff Gorham's claim for ownership would require Gorham to prove ouster instead of adverse possession. I granted Mr. Baker's motion to amend his Counterclaim to assert the requirement of ouster as an affirmative defense.

It is well settled law that the party asserting adverse possession shall establish the same by clear and convincing evidence. *Getsinger v. Midlands Orthopaedic Profit Sharing Plan*, 327 S.C. 424, 489 S.E.2d 223 (Ct. App. 1997) citing *Davis v. Monteith*, 289 S.C. 176, 345 S.E.2d 724 (1986); *Thomas v. Dempsey*, 53 S.C. 216, 31 S.E. 231 (1898). In order "[t]o constitute adverse possession, which results in obtaining title to the disputed property, the possession must be continuous, hostile, open, actual, notorious, and exclusive for the requisite period." *Id.* at 226. citing *Mullis*, 237 S.C. 487, 118 S.E.2d 61. "The claimant's possession must be hostile to not only the true owner, but also to the rest of the world so as to indicate his exclusive ownership of the property." *Id.*

Despite my granting Mr. Baker's motion, I find that the Court does not need to consider that affirmative defense because there has been no evidence produced at this hearing that proves or tends to prove adverse possession by Gorham. Without the existence of adverse possession, Gorham's actions cannot rise to the level of ouster. The evidence is clear, cogent and convincing that the Co-Plaintiff William Gorham's claim of ownership in his own words is "strictly through his mother." I find that he did not claim Lot 1 as his own to the exclusion of all others. Additionally, I find that Gorham's possession was not hostile in nature and was not continuous for

the minimum period required under South Carolina law. I do not think that there is any question that this property is heirs' property. I further find that the earliest that the clock would have started to run for adverse possession, assuming *arguendo*, if adverse possession was even present, would be in 2014 when Jesse "Eddie" Gregg died. I find that the period of six (6) years will never rise to the level of adverse possession. Furthermore, I find that Co-Plaintiff Gorham's claim does not come close to ouster in this instance, which the Court believes is ultimately what is required as Gorham is a cotenant. *See Fender v. Heirs at Law of Smashum*, 354 S.C. 504, 581 S.E.2d 853 (Ct. App. 2003).

QUIET TITLE

The parties have stipulated that there was no disagreement as to the family history and as to what individuals living today are the heirs of the late Harriet Gregg. Mr. Baker then advised the Court that it was his position that all of the heirs of Harriet Gregg had conveyed all of their right, title and interest in the subject properties to the late Robert Gregg, or his successor in title the Co-Defendant Robert Leroy Gregg, except for William Gorham and his brother Michael Gregg. Mr. Baker then attempted to introduce the following deeds into evidence as follows, to wit: 1) Deed from Louise Gregg, Mary Francis Steed, Dorothy Horlbeck, Fanny Murray and Thelma Myers to Robert Gregg dated August 25, 1976 and recorded August 5, 1978 in the ROD Office for Charleston County in Book T115 at page 1; (2) Deed from Henrietta G. Fishburn, Leroy Gregg, Jr., Jesse E. Gregg, Victoria G. Manigault and Rosa Lee Gregg to Robert Gregg dated July 22, 1976 and recorded May 5, 1978 in the ROD Office for Charleston County in Book S115 at page 325; and (3) Deed from Allen Gregg to Robert Gregg dated October 26, 1976 and recorded May 5, 1978 in the ROD Office for Charleston County in Book S115 at page 326.

Ms. DeJong objected to the introduction of these three deeds into evidence upon the

grounds that the family history and recitations were not correct and did not list the late Agnes A. Gregg, the mother of William Gorham, Michael Gorham and Frankie Gregg, as an heir of Harriet Gregg. I denied Ms. DeJong's motion to exclude the deeds and I have admitted the deeds into evidence based upon the fact that they have been of record since 1978 and the deeds are admissible since they were recorded more than twenty (20) years ago and under the principle of the ancient document rule of evidence as set forth in SCRCP Rule 803(16).

Ms. DeJong then raised some issues as to the percentage of ownership that each heir received upon the death of a member of the family. I therefore adjourned the hearing to afford the parties an opportunity to present additional evidence and testimony at a subsequent hearing. I, in fact, reconvened the hearing on the 22nd day of May, 2023. Mr. Baker reiterated his earlier position that all of the heirs of Harriett Gregg had conveyed their respective interests to either the late Robert Gregg or his son Robert Leroy Gregg with the exception of Co-Plaintiff Gorham and Co-Defendant Michael Gregg. In addition, Mr. Baker asserted that William Gorham and Michael Gregg inherited their respective interests upon the death of their grandparents, Leroy Gregg and Louise Gregg. Mr. Baker further argued that had Agnes Gregg Gorham survived her parents, she would have only inherited a 2.47% interest in the property.

Ms. DeJong once again argued that the deeds were invalid and fraudulent. Further, she asserted that the burden of proof was upon Mr. Baker to prove the validity of the recorded deeds. Under South Carolina law, a deed that is "regular and valid on its face" creates a presumption of validity. *Hudson v. Leopold*, 341 S.E.2d 137, 138, 288 S.C. 194, 196 (S.C. 1986). Additionally, the burden of proof is upon Ms. DeJong as she is the party attacking the validity of these deeds. *Id.* The Court finds that the deeds introduced into evidence are, in fact, regular and valid on their face. Further, I find that she failed to produce any evidence to support her argument and find that

the deeds are, in fact, valid and enforceable.

After hearing the arguments of counsel, testimony, and reviewing the documents admitted into evidence, I find that:

1. Harriet Gregg died intestate on or about December 18, 1958, leaving as her sole heirs-at-law her three children, Leroy Gregg, Henrietta Fishburn and Agnes Gregg Washington, and the two children of her predeceased son, Jesse Gregg, to wit: Fanny Murray and Thelma Murray.

2. Agnes Gregg Washington died intestate without surviving spouse or issue on or about March 12, 1963, leaving as her sole heirs at law Leroy Gregg, Henrietta Fishburn and the children of Jesse Gregg, to wit: Fanny Murray and Thelma Murray.

3. Leroy Gregg died intestate on or about July 14, 1976, leaving as his sole heirs at law his wife Louise Gregg, eight children, to wit: Leroy Gregg, Jr., Jesse E. Gregg, Robert Gregg, Allen Gregg a/k/a Alan Gregg, the co-Plaintiff Rosalee Gregg Smalls, Victoria Manigault, Mary Frances Gregg Steed and Dorothy Gregg Horlback a/k/a Dorothy Gregg Horlbeck, and the children of his predeceased daughter Agnes A. Gregg Gorham, to wit: the Co-Plaintiff William Gorham, the Co-Defendant Michael Gregg and the Co-Defendant Franklin Gregg a/k/a Frankie James Gregg.

4. That Henrietta G. Fishburn, Leroy Gregg, Jr., Jesse E. Gregg, Victoria G. Manigault and the co-Plaintiff Rosalee Gregg Smalls conveyed all of their interest in subject properties to the late Robert Gregg, by deed dated July 22, 1976, and recorded May 5, 1978, in Book S115 at Page 325 in the ROD Office for Charleston County.

5. Louise Gregg, Mary Frances Steed, Dorothy Horlback a/k/a Dorothy Horlbeck, Fanny Murray and Thelma Murray conveyed all of their interest in subject properties to the late

Robert Gregg, by deed dated August 25, 1976, and recorded May 5, 1978, in Book T115 at Page 1 in the ROD Office for Charleston County.

6. Allen Gregg a/k/a Alan Gregg conveyed all of his interest in subject properties to the late Robert Gregg, by deed dated October 26, 1976, and recorded May 5, 1978, in Book S115 at Page 326 in the ROD Office for Charleston County.

7. Robert Gregg also received a Quit Claim Deed to Lots 1, 2 and 3 from Murray A. Chavis, said Quit Claim Deed being dated January 12, 2000, and recorded January 31, 2000, in Book P341 at Page 662 in the ROD Office for Charleston County.

8. Prior to his death, Robert Gregg conveyed all of his right, title and interest in Lots 1, 2 and 3 to Co-Defendant Robert Leroy Gregg by deed November 4, 2018, and recorded November 21, 2018, in Book 0762 at Page 082 in the ROD Office for Charleston County.

9. The Co-Defendant Franklin Gregg a/k/a Frankie James Gregg conveyed all of his interest in subject properties to Robert Leroy Gregg by deed dated February 16, 2023 and recorded February 17, 2023 in Book 1164 at page 278 in the ROD Office for Charleston County.

10. Rosalee Gregg Smalls further conveyed any right, title and interest she might have in the property to Robert Leroy Gregg by Quit Claim Deed dated February 28, 2023 and recorded March 13, 2023 in Book 1168 at page 150 in the ROD Office for Charleston County.

I, therefore, find that Lot 1 bearing TMS # 560-00-00-051, Lot 2 bearing TMS # 560-00-00-052 and Lot 3 bearing TMS # 560-00-00-015 are owned by the following individuals in the following percentages, to wit:

ROBERT LEROY GREGG.....	98.35%
WILLIAM GORHAM.....	00.83%
<u>MICHAEL GREGG.....</u>	<u>00.82%</u>
TOTAL.....	100.00%

PARTITION

At the conclusion of the quiet title hearing, Mr. Baker called to the attention of the Court that in his Counterclaim he asked that this Court partition the subject property. I reviewed Mr. Baker's pleadings and his Counterclaim and heard arguments from counsel and I conclude that Mr. Baker did ask this Court to partition the subject properties.

I therefore directed that Ms. DeJong and Mr. Baker obtain an appraisal of the subject properties and I scheduled a hearing to be held on July 31, 2023 so that I can determine the fair market value of the properties which are the subject matter of this action.

CONCLUSIONS OF LAW

NOW THEREFORE, it is

ORDERED, ADJUDGED AND DECREED that the settlement agreement reached by and between Rosalee Gregg Smalls and Robert Leroy Gregg is approved and is made an Order of this Court with the two parties, their heirs and assigns, being ordered to comply with all of the terms and provisions contained therein; it is further

ORDERED, ADJUDGED AND DECREED that Michael Gregg shall convey all of his right, title and interest to Robert Leroy Gregg for a consideration based upon the fair market value of the properties as determined by me; it is further

ORDERED, ADJUDGED AND DECREED that the cause of action by the Co-Plaintiff William Gorham claiming ownership of Lot 1 by adverse possession is dismissed with prejudice; it is further

ORDERED, ADJUDGED AND DECREED that the properties which are the subject matter of this action are Lot 1 bearing TMS # 560-00-00-051 and designated as 1437 Venning

Road, Mount Pleasant, SC; Lot 2 bearing TMS # 560-00-00-052 and designated as 1439 Venning Road, Mount Pleasant, SC; and Lot 3 bearing TMS # 560-00-00-015 and known as 1447 Venning Road, Mount Pleasant, SC, and that said lots are owned 98.35% by Robert Leroy Gregg, 00.83% by William Gorham and 00.82% by Michael Gregg, as hereinbefore set forth; it is further

ORDERED, ADJUDGED AND DECREED that the parties shall appear before me on the 31st day of July, 2023 at 2:00 p.m. at which time I will make a determination as to the fair market value of the subject property;

AND IT IS SO ORDERED.

- ELECTRONIC SIGNATURE PAGE TO FOLLOW-



Charleston Common Pleas

Case Caption: William Gorham , plaintiff, et al VS Alan Gregg , defendant, et al
Case Number: 2020CP1004714
Type: Master/Order/Quiet Title and Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-07-26 10:57:15 page 16 of 16

COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA

WILLIAM GORHAM and ROSALEE GREGG
SMALLS,

Plaintiffs,

v.

ALAN GREGG, VICTORIA MANIGAULT,
MARY FRANCES GREGG STEED,
DOROTHY GREGG HORLBACK, ROBERT
LEROY GREGG, FRANKLIN GREGG,
MICHAEL GREGG, AGNES GREGG
(daughter of JESSE GREGG), JOANNE
GREGG (daughter of JESSE GREGG),
MURRAY CHAVIS, JOHN DOE and JANE
DOE, as fictitious names for a class of unknown
persons being incompetents, minors, persons in
military service to the United States of America,
imprisoned, and/or under any other form of legal
disability, including but not limited to unknown
heirs, devisees, distributes, administrators, or
personal representatives of deceased persons
HARRIET GREGG, LEROY GREGG,
HENRIETTA FISHBURN, AGNES GREGG
WASHINGTON, JESSE "EDDIE" GREGG,
JAMES GREGG, LEROY GREGG, JR.,
AGNES A. GREGG, JESSE GREGG, ROBERT
GREGG, and all other persons known or appear
of record to have some right, title, interest in or
lien upon the real estate described in the
complaint herein.

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-_____

SUMMONS

TO DEFENDANTS NAMED ABOVE:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscriber at her office address stated below, within thirty (30) days after the service upon you, exclusive of the day of

such service. If you fail to answer the Complaint with this time, judgment by default will be entered against you for the relief demanded in the Complaint.

October 27, 2020
Mount Pleasant, SC

s/Karen M. DeJong
Karen M. DeJong, Esq.
S.C. Bar #70699
DeJong Law Firm, LLC
222 West Coleman Blvd., Ste. 110
Mt. Pleasant, SC 29464
Tel. No. 843-216-6161
karen@dejonglawfirm.com
Attorney for Plaintiffs

ELECTRONICALLY FILED - 2020 Oct 27 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1004714

COUNTY OF CHARLESTON

STATE OF SOUTH CAROLINA

WILLIAM GORHAM and ROSALEE GREGG
SMALLS,

Plaintiffs,

v.

ALAN GREGG, VICTORIA MANIGAULT,
MARY FRANCES GREGG STEED,
DOROTHY GREGG HORLBACK, ROBERT
LEROY GREGG, FRANKLIN GREGG,
MICHAEL GREGG, AGNES GREGG
(daughter of JESSE GREGG), JOANNE
GREGG (daughter of JESSE GREGG),
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DOE, as fictitious names for a class of unknown
persons being incompetents, minors, persons in
military service to the United States of America,
imprisoned, and/or under any other form of legal
disability, including but not limited to unknown
heirs, devisees, distributees, administrators, or
personal representatives of deceased persons
HARRIET GREGG, LEROY GREGG,
HENRIETTA FISHBURN, AGNES GREGG
WASHINGTON, JESSE "EDDIE" GREGG,
JAMES GREGG, LEROY GREGG, JR.,
AGNES A. GREGG, JESSE GREGG, ROBERT
GREGG, and all other persons known or appear
of record to have some right, title, interest in or
lien upon the real estate described in the
complaint herein.

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-_____

COMPLAINT

(Action to Quiet Title)
(Adverse Possession)

COME NOW THE ABOVE-NAMED PLAINTIFFS, alleging as follows:

Parties and Jurisdiction

1. Plaintiff William Gorham is an adult resident of Charleston County, South Carolina and is hereafter referred to as "Plaintiff Gorham".
2. Plaintiff Rosalee Gregg Smalls is an adult resident of Charleston County, South Carolina and is hereafter referred to as "Plaintiff Smalls".
3. Jurisdiction for this matter is properly set in Charleston County because the Property is located on Venning Road, Mount Pleasant, Charleston County, South Carolina.
4. Pursuant to S.C. Code Sections 15-53-10 et seq. (Uniform Declaratory Judgments Act), this Court is empowered to determine and declare the rights, title and interests of the parties, including the estates of deceased Defendants with regard to this Property.
5. The Defendants in this matter are persons or the heirs, devisees, or successors of persons who own, or may claim to own, a right, title, and/or interest in some or all of the Property or claim a lien, judgment, easement, encumbrance, or other right, title or interest in some or all of the Property.
6. Defendant Harriet Gregg died intestate many years ago. At the time of her death, Defendant Harriet Gregg owned property located on Venning Road, Mount Pleasant, SC. **See Deed from Matilda Venning to Harriet Gregg dated January 29, 1951 and recorded in the Charleston County RMC Office in Book S53, Page 67 attached as Exhibit A.**
7. Defendant Harriet Gregg's heirs and successors are Defendants Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jesse "Eddie" Gregg and James Gregg.
8. All of Defendant Harriet Gregg's children are deceased. Upon information and belief, only Defendant Leroy Gregg passed away leaving children.

9. Heirs and successors of Defendant Leroy Gregg are Leroy Gregg, Jr. (deceased with no children); Defendant Agnes A. Gregg (deceased) leaving Plaintiff William Gorham, Defendant Franklin Gregg and Defendant Michael Gregg as her heirs and successors; Defendant Jesse Gregg (deceased) leaving Defendants Agnes Gregg and Joanne Gregg as his heirs and successors; Defendant Robert Gregg (deceased) leaving Defendant Robert Leroy Gregg as his heir and successor; Defendant Alan Gregg; Plaintiff Rosalee Gregg Smalls; Victoria Manigault; Defendant Mary Frances Gregg Steed and Defendant Dorothy Gregg Horlback. and Defendant Robert Gregg. **See Gregg Family Tree attached as Exhibit B.**
10. The Property at issue in this Complaint is comprised of two lots on Venning Road, Mount Pleasant, Charleston County, South Caroling bearing TMS# 560-00-00-051 (Lot 1) and TMS# 560-00-00-052 (Lot 2).
11. Plaintiff Gorham is seeking title to Lot 1(TMS#---051) and Plaintiff Smalls is seeking title to Lot 2 (TMS# ---052).
12. Lots 1 and 2 are more particularly described in **Plat Book EB, Page 772 attached as Exhibit C** which is made a part of this Complaint.
13. Defendant Murray Chavis is named as a Defendant because of a deed conveyance of Lots 1 and 2, with no chain of title in the Deed. **See Quitclaim Deed from Murray Chavis to Robert Gregg dated January 12, 2000 and recorded in the Charleston County RMC Office in Book P341, Page 662 attached as Exhibit D.**
14. Defendant Robert Gregg subsequently conveyed Lots 1 and 2 to his son, Robert Leroy Gregg. **See Deed from Robert Gregg to Robert Leroy Gregg dated November 14,**

2018 and recorded in the Charleston County RMC Office in Book 0762, Page 082 attached as Exhibit E.

15. Defendants John Doe and Jane Doe are fictitious names for a class of persons whose correct names are not known to Plaintiff. Such persons may claim or be entitled to a right, title, or interest in the Property, whether as heirs, devisees, distributees, legatees, widows, widowers, assignees, executors, administrators, issue, successors, creditors, or alienees of Defendants Harriet Gregg, Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jesse "Eddie" Gregg, James Gregg, Leroy Gregg, Jr., Agnes A. Gregg, Jesse Gregg, Robert Gregg, and/or any other persons having a right, title, or interest in the Property with such interest being adverse to Plaintiffs. Defendants John Doe and Jane Doe may include mentally incompetent persons, minors, incarcerated persons, persons in military service to the United States of America within the meaning of the Service Members Civil Relief Act of 2003, and other persons under any other legal disability.
16. It is proper to appoint a guardian ad litem for Defendants in the class of John Doe and Jane Doe during the pendency of this matter to protect any interests the persons may have in the Property.
17. Plaintiffs bring this action to quiet title to the Property in the names of the individuals as specifically alleged below.
18. By Deed dated January 29, 1951, Matilda Venning conveyed to Harriet Gregg the following property:

"All that lot, piece or parcel of land containing two (2) acres, situate, lying and being in the Parish of Christ Church and State aforesaid, about three and a quarter miles from the Town of Mount Pleasant.

Butting and Bounding to the north on land of Alexander Honor; to the east of lands of Theodore Stoney; to the south of lands of C.W. Lucker; and to the west on lands of J.O. Murray.

The above described property being formerly in the name of the Estate of Samuel Venning, et al."

Said Deed was recorded in the Charleston County RMC Office on April 11, 1951 in Book S53, Page 67. See Exhibit A.

19. Thereafter, Harriet Gregg died intestate and her estate was not submitted for probate in Charleston County and it has been more than ten (10) years since her death.

FIRST CAUSE OF ACTION
(Adverse Possession)

20. All of the foregoing allegations are incorporated into this Cause of Action as if fully set forth herein.
21. Plaintiffs bring this action under S.C. Code of Laws-Recovery of Property, §15-67-10, *et seq.*, which deals with Possession and Adverse Possession of real property.
22. Under claim of ownership, Plaintiffs have possessed for greater than ten (10) years the real property located at 1447 Venning Road, Mount Pleasant, South Carolina 29464. See Exhibit C.
23. Plaintiffs have had exclusive, complete, actual, open, notorious, hostile and continuous undisputed possession of the Property adverse to Defendants for more than ten (10) years.
24. Defendants have never been in possession of the Property or have any other indicia of ownership other than the aforesaid deeds.
25. Defendants' claims are without any right, and they have no estate, right, title, lien or interest in or to the Property, or any part of the Property.
26. Plaintiffs have made substantial improvements to the Property over the last ten (10) years, including installation of a substantial enclosure, removing timber from the land, clearing the lot and maintaining residences.

27. Plaintiffs have always claimed ownership and title to the Property and have never paid rent to the Defendants or any other person.
28. Plaintiffs are entitled to a declaratory judgment that Plaintiff Gorham is the fee simple owner by adverse possession of Lot 1 of Property; that Plaintiff Smalls is the fee simple owner by adverse possession of Lot 2 of Property; and the issuance of deeds to Plaintiffs reflecting their ownership.

WHEREFORE, Plaintiffs request judgment as follows:

- A. For a decree declaring that Plaintiffs own absolutely and are entitled to quiet and peaceful possession of the Property as against Defendants and that Defendants have no estate, right, title, lien or interest in or to the Property or any part of it and that title to the Property be quieted in Plaintiffs against all claims of Defendants and all persons claiming under Defendants;
- B. For a decree permanently enjoining Defendants from asserting any estate, right, title, lien or interest in or to the Property or any part of it adverse to Plaintiff;
- C. For the issuance of a deed vesting fee simple title in Plaintiff Gorham for Lot 1, TMS# 560-00-00-051;
- D. For the issuance of a deed vesting fee simple title in Plaintiff Smalls for Lot 2, TMS# 560-00-00-052;
- D. For the costs of this action; and
- E. For such other and further relief as the Court deems appropriate.

October 27, 2020
Mount Pleasant, SC

s/Karen M. DeJong
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Attorney for Plaintiffs

COUNTY OF CHARLESTON

STATE OF SOUTH CAROLINA

WILLIAM GORHAM and ROSALEE GREGG
SMALLS,

Plaintiffs,

v.

ALAN GREGG, VICTORIA MANIGAULT,
MARY FRANCES GREGG STEED,
DOROTHY GREGG HORLBACK, ROBERT
LEROY GREGG, FRANKLIN GREGG,
MICHAEL GREGG, AGNES GREGG
(daughter of JESSE GREGG), JOANNE
GREGG (daughter of JESSE GREGG),
MURRAY CHAVIS, JOHN DOE and JANE
DOE, as fictitious names for a class of unknown
persons being incompetents, minors, persons in
military service to the United States of America,
imprisoned, and/or under any other form of legal
disability, including but not limited to unknown
heirs, devisees, distributes, administrators, or
personal representatives of deceased persons of
HARRIET GREGG, LEROY GREGG,
HENRIETTA FISHBURN, AGNES GREGG
WASHINGTON, JESSE "EDDIE" GREGG,
JAMES GREGG, LEROY GREGG, JR.,
AGNES A. GREGG, JESSE GREGG, ROBERT
GREGG, and all other persons known or appear
of record to have some right, title, interest in or
lien upon the real estate described in the
complaint herein.

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

AMENDED COMPLAINT

(Action to Quiet Title)

(Adverse Possession)

COME NOW THE ABOVE-NAMED PLAINTIFFS, alleging as follows:

Parties and Jurisdiction

1. Plaintiff William Gorham is an adult resident of Charleston County, South Carolina and is hereafter referred to as "Plaintiff Gorham".
2. Plaintiff Rosalee Gregg Smalls is an adult resident of Charleston County, South Carolina and is hereafter referred to as "Plaintiff Smalls".
3. Jurisdiction for this matter is properly set in Charleston County because the Property is located on Venning Road, Mount Pleasant, Charleston County, South Carolina.
4. Pursuant to S.C. Code Sections 15-53-10 et seq. (Uniform Declaratory Judgments Act), this Court is empowered to determine and declare the rights, title and interests of the parties, including the estates of deceased Defendants with regard to this Property.
5. The Defendants in this matter are persons or the heirs, devisees, or successors of persons who own, or may claim to own, a right, title, and/or interest in some or all of the Property or claim a lien, judgment, easement, encumbrance, or other right, title or interest in some or all of the Property.
6. Defendant Harriet Gregg died intestate many years ago. At the time of her death, Defendant Harriet Gregg owned property located on Venning Road, Mount Pleasant, SC. **See Deed from Matilda Venning to Harriet Gregg dated January 29, 1951 and recorded in the Charleston County RMC Office in Book S53, Page 67 attached as Exhibit A.**
7. Defendant Harriet Gregg's heirs and successors are Defendants Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jesse "Eddie" Gregg and James Gregg.
8. All of Defendant Harriet Gregg's children are deceased. Upon information and belief, only Defendant Leroy Gregg passed away leaving children.

9. Heirs and successors of Defendant Leroy Gregg are Leroy Gregg, Jr. (deceased with no children); Defendant Agnes A. Gregg (deceased) leaving Plaintiff William Gorham, Defendant Franklin Gregg and Defendant Michael Gregg as her heirs and successors; Defendant Jesse Gregg (deceased) leaving Defendants Agnes Gregg and Joanne Gregg as his heirs and successors; Defendant Robert Gregg (deceased) leaving Defendant Robert Leroy Gregg as his heir and successor; Defendant Alan Gregg; Plaintiff Rosalee Gregg Smalls; Victoria Manigault; Defendant Mary Frances Gregg Steed and Defendant Dorothy Gregg Horlback. and Defendant Robert Gregg. **See Gregg Family Tree attached as Exhibit B.**
10. The Property at issue in this Complaint is comprised of three lots on Venning Road, Mount Pleasant, Charleston County, South Caroling bearing TMS# 560-00-00-051 (Lot 1) and TMS# 560-00-00-052 (Lot 2) and TMS# 560-00-00-15 (Lot 3).
11. Plaintiff Gorham is seeking title to Lot 1(TMS#---051) and Plaintiff Smalls is seeking title to Lot 2 (TMS# ---052).
12. Lots 1, 2 and 3 are more particularly described in **Plat Book EB, Page 772 attached as Exhibit C** which is made a part of this Complaint.
13. Defendant Murray Chavis is named as a Defendant because of a deed conveyance of Lots 1 and 2, with no chain of title in the Deed. **See Quitclaim Deed from Murray Chavis to Robert Gregg dated January 12, 2000 and recorded in the Charleston County RMC Office in Book P341, Page 662 attached as Exhibit D.**
14. Defendant Robert Gregg subsequently conveyed Lots 1 and 2 to his son, Robert Leroy Gregg. **See Deed from Robert Gregg to Robert Leroy Gregg dated November 14,**

2018 and recorded in the Charleston County RMC Office in Book 0762, Page 082 attached as Exhibit E.

15. Defendants John Doe and Jane Doe are fictitious names for a class of persons whose correct names are not known to Plaintiff. Such persons may claim or be entitled to a right, title, or interest in the Property, whether as heirs, devisees, distributes, legatees, widows, widowers, assignees, executors, administrators, issue, successors, creditors, or alienees of Defendants Harriet Gregg, Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jesse "Eddie" Gregg, James Gregg, Leroy Gregg, Jr., Agnes A. Gregg, Jesse Gregg, Robert Gregg, and/or any other persons having a right, title, or interest in the Property with such interest being adverse to Plaintiffs. Defendants John Doe and Jane Doe may include mentally incompetent persons, minors, incarcerated persons, persons in military service to the United States of America within the meaning of the Service Members Civil Relief Act of 2003, and other persons under any other legal disability.
16. It is proper to appoint a guardian ad litem for Defendants in the class of John Doe and Jane Doe during the pendency of this matter to protect any interests the persons may have in the Property.
17. Plaintiffs bring this action to quiet title to the Property in the names of the individuals as specifically alleged below.
18. By Deed dated January 29, 1951, Matilda Venning conveyed to Harriet Gregg the following property:

"All that lot, piece or parcel of land containing two (2) acres, situate, lying and being in the Parish of Christ Church and State aforesaid, about three and a quarter miles from the Town of Mount Pleasant.

Butting and Bounding to the north on land of Alexander Honor; to the east of lands of Theodore Stoney; to the south of lands of C.W. Lucker; and to the west on lands of J.O. Murray.

The above described property being formerly in the name of the Estate of Samuel Venning, et al."

Said Deed was recorded in the Charleston County RMC Office on April 11, 1951 in Book S53, Page 67. See **Exhibit A**.

19. Thereafter, Harriet Gregg died intestate and her estate was not submitted for probate in Charleston County and it has been more than ten (10) years since her death.

FIRST CAUSE OF ACTION
(Adverse Possession)

20. All of the foregoing allegations are incorporated into this Cause of Action as if fully set forth herein.
21. Plaintiffs bring this action under S.C. Code of Laws-Recovery of Property, §15-67-10, *et seq.*, which deals with Possession and Adverse Possession of real property.
22. Under claim of ownership, Plaintiffs have possessed for greater than ten (10) years the real property located at 1447 Venning Road, Mount Pleasant, South Carolina 29464. See **Exhibit C**.
23. Plaintiffs have had exclusive, complete, actual, open, notorious, hostile and continuous undisputed possession of the Property adverse to Defendants for more than ten (10) years.
24. Defendants have never been in possession of the Property or have any other indicia of ownership other than the aforesaid deeds.
25. Defendants' claims are without any right, and they have no estate, right, title, lien or interest in or to the Property, or any part of the Property.
26. Plaintiffs have made substantial improvements to the Property over the last ten (10) years, including installation of a substantial enclosure, removing timber from the land, clearing the lot and maintaining residences.

27. Plaintiffs have always claimed ownership and title to the Property and have never paid rent to the Defendants or any other person.
28. Plaintiffs are entitled to a declaratory judgment that Plaintiff Gorham is the fee simple owner by adverse possession of Lot 1 of Property; that Plaintiff Smalls is the fee simple owner by adverse possession of Lot 2 of Property; and the issuance of deeds to Plaintiffs reflecting their ownership.

WHEREFORE, Plaintiffs request judgment as follows:

- A. For a decree declaring that Plaintiffs own absolutely and are entitled to quiet and peaceful possession of the Property as against Defendants and that Defendants have no estate, right, title, lien or interest in or to the Property or any part of it and that title to the Property be quieted in Plaintiffs against all claims of Defendants and all persons claiming under Defendants;
- B. For a decree permanently enjoining Defendants from asserting any estate, right, title, lien or interest in or to the Property or any part of it adverse to Plaintiff;
- C. For the issuance of a deed vesting fee simple title in Plaintiff Gorham for Lot 1, TMS# 560-00-00-051;
- D. For the issuance of a deed vesting fee simple title in Plaintiff Smalls for Lot 2, TMS# 560-00-00-052;
- D. For the costs of this action; and
- E. For such other and further relief as the Court deems appropriate.

March 16, 2021
Mount Pleasant, SC

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Attorney for Plaintiffs

COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG
 SMALLS,

Plaintiffs,

v.

ALAN GREGG, VICTORIA MANIGAULT,
 MARY FRANCES GREGG STEED, DOROTHY
 GREGG HORLBACK, ROBERT LEROY
 GREGG, FRANKLIN GREGG, MICHAEL
 GREGG, AGNES GREGG (daughter of JESSE
 GREGG), JOANNE GREGG (daughter of JESSE
 GREGG), MURRAY CHAVIS, JOHN DOE and
 JANE DOE, as fictitious names for a class of
 unknown persons being incompetents, minors,
 persons in military service to the United States of
 America, imprisoned, and/or under any other form
 of legal disability, including but not limited to
 unknown heirs, devisees, distributes, administrators,
 or personal representatives of deceased persons
 HARRIET GREGG, LEROY GREGG,
 HENRIETTA FISHBURN, AGNES GREGG
 WASHINGTON, JESSE "EDDIE" GREGG,
 JAMES GREGG, LEROY GREGG, JR., AGNES
 A. GREGG, JESSE GREGG, ROBERT GREGG,
 and all other persons known or appear of record to
 have some right, title, interest in or lien upon the
 real estate described in the complaint herein,

Defendants.

**ANSWER AND COUNTERCLAIM
 OF THE DEFENDANT
 ROBERT LEROY GREGG TO
 AMENDED COMPLAINT**

The Defendant Robert Leroy Gregg, answering the Amended Complaint of the
 Plaintiffs, would allege and show as follows:

1. This Defendant denies each and every allegation of the Amended Complaint
 not that is not specifically admitted or modified herein.

2. This Defendant admits the allegations of Paragraphs 1, 2, 3, and 4 of the Amended Complaint.

3. This Defendant would deny the allegations of Paragraph 5 of the Complaint and would allege and show that only the co-Plaintiff William Gorham and the Defendants Robert Leroy Gregg, Franklin Gregg and Michael Gregg have or may be able to claim an interest in the properties which are the subject matter of this action; further answering the allegations of Paragraph 5, this Defendant would allege and show that the remaining living defendants conveyed all of their right, title and interest in the subject properties to his late father, Robert Gregg, by deeds recorded in the ROD Office for Charleston County in Book T115 at Page 1; Book S115 at Page 325; and Book S115 at Page 326; and reference is hereby craved to said deeds and said deeds are made a part and parcel of this Answer by reference hereto.

4. This Defendant admits the allegations of Paragraphs 6 and 7 of the Amended Complaint.

5. Answering the allegations of Paragraph 8 of the Amended Complaint, this Defendant would admit that all of Harriet Gregg's children are deceased and would admit that the Defendant Leroy Gregg passed away leaving children; however, this Defendant would allege and show that the Defendant Jesse "Eddie" Gregg died survived by his two children, Fanny Murray and Thelma Murray.

6. This Defendant admits the allegations of Paragraphs 9 and 10 of the Amended Complaint.

7. This Defendant denies the allegations of Paragraph 11 of the Amended Complaint; further answering the allegations of Paragraph 11, this Defendant does not know of any basis upon which the Plaintiff William Gorham can claim exclusive title to Lot 1; further, the

Plaintiff Rosalee Gregg Smalls conveyed all of her right, title and interest to this Defendant's father, Robert Gregg, by deed dated July 23, 1976, and recorded May 5, 1978, in Book S115 at Page 325 in the ROD Office for Charleston County.

8. This Defendant admits the allegations of Paragraph 12 of the Amended Complaint.

9. Answering the allegations of Paragraph 13 of the Amended Complaint, this Defendant would only admit those portions of the allegations of Paragraph 13 which allege that Murray Chavis executed a Quit Claim deed to Robert Gregg dated January 12, 2000, and recorded in the ROD Office for Charleston County in Book P341 at Page 662.

10. This Defendant would admit the allegations of Paragraph 14 of the Amended Complaint; however, this Defendant would further allege and show that the conveyance referenced therein included not only Lots 1 and 2 but also Lot 3.

11. No response is required as to Paragraph 15 of the Amended Complaint; to the extent that a response is required, this Defendant would deny all allegations contained therein and demand strict proof thereof.

12. This Defendant admits the allegations of Paragraph 16 of the Amended Complaint.

13. Answering Paragraph 17 of the Amended Complaint, this Defendant would allege and show that no response is necessary.

14. This Defendant admits the allegations of Paragraphs 18 and 19 of the Amended Complaint.

15. Answering the allegations of Paragraph 20, this Defendant would reallege all of the allegations in his Answer to the Amended Complaint as hereinbefore set forth in Paragraphs 1 through 14.

16. No response is required as Paragraph 21 of the Amended Complaint.

17. This Defendant denies the allegations of Paragraphs 22, 23, 24, 25 and 26 of the Amended Complaint and demands strict proof thereof.

18. This Defendant denies all allegations of Paragraph 27 of the Amended Complaint save and except that this Defendant would allege and show that the Plaintiffs have never paid rent.

19. This Defendant denies the allegations of Paragraph 28 of the Amended Complaint.

COUNTERCLAIM

Further answering the Amended Complaint and as a Counterclaim thereto, the Defendant Robert Leroy Gregg would allege and show as follows:

20. That this Defendant incorporates all allegations contained in his Answer to the Amended Complaint as if repeated verbatim herein.

21. That this Defendant and the Plaintiffs are residents and citizen of the County of Charleston, State of South Carolina.

22. That the properties which are the subject matter of this action are situate in the County of Charleston, State of South Carolina.

23. That the properties which are the subject matter of this action are described as follows, to wit:

All that lot piece, parcel or tract of land, situate, lying and being on the Southwest side of Venning Road, in Christ Church Parish, Charleston County, South Carolina and designated as Lots 1, 2 & 3 as per "Plat showing the Combination of a 2.723 Acre Tract and a 1.832 Acre Tract of Land and Resubdivide to Form Lots 1 thru 4, Located on Venning Road", by George A. Z. Johnson, Jr., L.S., dated August 25, 1995, and recorded in Plat Book EB, Page 772, in the ROD Office for Charleston County.

Butting, bounding, measuring and containing as by reference to the aforementioned plat will more fully appear.

Being the same property conveyed to Robert Leroy Gregg by deed of Robert Gregg dated November 14, 2018, and recorded November 21, 2018, in Book 0762 at Page 082 in the ROD Office for Charleston County.

TMS #s 560-00-00-015, 560-00-00-051, 560-00-00-052

24. That title to a portion of the properties which are the subject matter of this action was acquired by the late Harriet Gregg by deed from Matilda Venning dated January 29, 1951, and recorded April 11, 1951, in Book S53 at Page 67 in the ROD Office for Charleston County.

25. That upon information and belief the said Harriet Gregg died intestate on or about December 18, 1958, leaving as her sole heirs-at-law her four children, Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington and James Gregg, and the children of her deceased son, Jesse Gregg, to wit, Fanny Murray and Thelma Murray.

26. That upon information and belief Agnes Gregg Washington died intestate on or about March 12, 1963, leaving as her sole heirs at law Leroy Gregg, Henrietta Fishburn, James Gregg and the children of Jesse Gregg, to wit, Fanny Murray and Thelma Murray.

27. That upon information and belief James Gregg died in 1975 leaving as his sole heirs at law Leroy Gregg, Henrietta Fishburn and the children of Jesse Gregg, to wit, Fanny Murray and Thelma Murray.

28. That upon information and belief, Leroy Gregg died intestate on or about July 14, 1976, leaving as his sole heirs at law his wife Louise Gregg, and his nine children, Leroy Gregg, Jr., Agnes A. Gregg, Jesse E. Gregg, Robert Gregg, Allen Gregg a/k/a Alan Gregg, the co-Plaintiff Rosalee Gregg Smalls, Victoria Manigault, Mary Frances Gregg Steed and Dorothy Gregg Horlbeck.

29. That this Defendant would allege and show that Henrietta G. Fishburn, Leroy Gregg, Jr., Jesse E. Gregg, Victoria G. Manigault and the co-Plaintiff Rosalee Gregg Smalls conveyed their interest in subject properties to this Defendant's father, Robert Gregg, by deed dated July 22, 1976, and recorded May 5, 1978, in Book S115 at Page 325 in the ROD Office for Charleston County.

30. That this Defendant would allege and show that Louise Gregg, Mary Frances Steed, Dorothy Horlbeck a/k/a Dorothy Horlbeck, Fanny Murray and Thelma Murray conveyed their interest in subject properties to this Defendant's father, Robert Gregg, by deed dated August 25, 1976, and recorded May 5, 1978, in Book T115 at Page 1 in the ROD Office for Charleston County.

31. That this Defendant would allege and show that Allen Gregg a/k/a Alan Gregg conveyed his interest in subject properties to this Defendant's father, Robert Gregg, by deed dated October 26, 1976, and recorded May 5, 1978, in Book S115 at Page 326 in the ROD Office for Charleston County.

32. That this Defendant would allege and show that his father, Robert Gregg, also received a Quit Claim Deed to Lots 1, 2 and 3 from Murray A. Chavis, said Quit Claim Deed being dated January 12, 2000, and recorded January 31, 2000, in Book P341 at Page 662 in the ROD Office for Charleston County.

33. That the Defendant Robert Leroy Gregg would allege and show that prior to his death, his late father Robert Gregg conveyed all of his right, title and interest in Lots 1, 2 and 3

to him by deed November 4, 2018, and recorded November 21, 2018, in Book 0762 at Page 082 in the ROD Office for Charleston County.

34. That this Defendant would allege and show that as a result of the allegations as hereinbefore set forth, the properties which are the subject matter of his action are owned by the following individuals in the following percentages, to wit:

a)	Robert Leroy Gregg	97.54%
b)	William Gorham	0.82%
c)	Franklin Gregg	0.82%
d)	Michael Gregg	0.82%

35. That this Defendant would allege and show that the respective interests of the co-Plaintiff William Gorham and the Defendants Franklin Gregg and Michael Gregg are so minute that it is not possible to partition the property in kind or by allotment without injuries to the parties.

36. That this Defendant is therefore informed and believes that this Court should order that subject properties be appraised and that he be allowed to purchase the outstanding interests of the Plaintiff William Gorham and Defendants Franklin Gregg and Michael Gregg at the fair market value as determined by this Honorable Court.

37. That this Defendant would allege and show that his aunt, the co-Plaintiff Rosalee Gregg Smalls, is presently living in a mobile home that she owns and that his late father Robert Gregg allowed her to place on a portion of Lot 3. This Defendant has no objections to the co-Plaintiff Rosalee Gregg Smalls continuing to occupy her mobile home on subject property for and during the term of her natural life; provided, however, that upon her death her heirs be required to remove said mobile home from subject property, and that if the heirs of the co-Plaintiff Rosalee Gregg Smalls fail to remove the mobile home from subject property within ninety (90) days of the

death of the co-Plaintiff Rosalee Gregg Smalls, that he be authorized to take any and all actions necessary to either demolish the mobile home or to have the mobile home removed from the portion of Lot 3 on which it is now situate.

38. That this Defendant is further informed and believes that this Court should issue an Order requiring the co-Plaintiff William Gorham and the Defendants Franklin Gregg and Michael Gregg to move and vacate the portion of the properties that they presently occupy and that the Sheriff of Charleston County or any duly authorized constable of the County of Charleston be authorized to remove them from the subject properties if they do not vacate them pursuant to any Order that might be issued by this Court.

39. That upon this Defendant paying to the co-Plaintiff William Gorham and the Defendants Franklin Gregg and Michael Gregg the monies due them for their ownership interests in subject properties, that this Honorable Court issue a Master's Deed vesting fee simple title in subject properties in the name of this Defendant, Robert Leroy Gregg.

WHEREFORE, having fully set forth his Answer and Counterclaim to the Amended Complaint, the Defendant Robert Leroy Gregg prays:

- A. That this Court dismiss the Amended Complaint;
- B. That this Court find that the property is owned by this Defendant, the co-Plaintiff William Gorham and the co-Defendants Franklin Gregg, Michael Gregg in the proportions as set forth herein above in the allegations of this Amended Complaint;
- C. That this Court appoint an appraiser to determine the fair market value of the properties which are the subject matter of this action;

D. That this Court authorize the Defendant Robert Leroy Gregg to purchase the outstanding interests of the properties which are the subject matter of this action from all plaintiffs and defendants who might have any right, title and interest in subject properties;

E. That upon this Defendant paying to those individuals the sum of money as directed by this Court to purchase their outstanding interests in subject property, the Master-in-Equity for Charleston County be authorized and directed to execute a Master's Deed conveying all interests of any parties other than the Defendant Robert Leroy Gregg to this Defendant.

F. For such other and further relief as this Honorable Court may deem just and proper.

s/Barry I. Baker
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ATTORNEYS FOR THE DEFENDANT
ROBERT LEROY GREGG

Charleston, SC

March 25, 2021

COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG
SMALLS,

Plaintiffs,

**REPLY TO DEFENDANT ROBERT
LEROY GREGG'S COUNTERCLAIM**

v.

ALAN GREGG, VICTORIA MANIGAULT,
MARY FRANCES GREGG STEED,
DOROTHY GREGG HORLBACK, ROBERT
LEROY GREGG, FRANKLIN GREGG,
MICHAEL GREGG, AGNES GREGG
(daughter of JESSE GREGG), JOANNE
GREGG (daughter of JESSE GREGG),
MURRAY CHAVIS, JOHN DOE and JANE
DOE, as fictitious names for a class of unknown
persons being incompetents, minors, persons in
military service to the United States of America,
imprisoned, and/or under any other form of legal
disability, including but not limited to unknown
heirs, devisees, distributes, administrators, or
personal representatives of deceased persons of
HARRIET GREGG, LEROY GREGG,
HENRIETTA FISHBURN, AGNES GREGG
WASHINGTON, JESSE "EDDIE" GREGG,
JAMES GREGG, LEROY GREGG, JR.,
AGNES A. GREGG, JESSE GREGG, ROBERT
GREGG, and all other persons known or appear
of record to have some right, title, interest in or
lien upon the real estate described in the
complaint herein.

Defendants.

Plaintiffs, reply to Defendant Robert Leroy Gregg's Counterclaim to Plaintiffs' Amended
Complaint as follows:

1. Plaintiffs deny each and every allegation of the Counterclaim to the Amended Complaint that is not specifically admitted or modified herein.
2. Plaintiffs admit the allegations in Paragraphs 22 and 23.
3. Plaintiffs admit the allegation re: recitation of deed description in Paragraph 24 but deny the validity of the chain of title- "Being the same property conveyed to Robert Leroy Gregg by deed of Robert Gregg dated November 14, 2018, and recorded November 21, 2018, in Book 0762 at Page 082 in the ROD Office for Charleston County".
4. Plaintiffs admit the allegation in Paragraph 25.
5. Plaintiffs admit the allegations in Paragraph 26 in that Harriet Gregg died intestate leaving as her heirs- Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, James Gregg and Jesse Gregg but are without knowledge sufficient to form a belief as to the truth regarding the allegation that Jesse Gregg's children are Fanny Murray and Thelma Murray.
6. Plaintiffs admit the allegations in Paragraph 27 and 28 except that Plaintiffs are without knowledge sufficient to form a belief as to the truth regarding the allegations that Jesse Gregg's children are Fanny Murray and Thelma Murray.
7. Plaintiffs admit the allegations in Paragraph 29 except that Plaintiffs are without knowledge sufficient as form a belief as to the truth regarding the allegation that Louise Gregg survived Leroy Gregg.
8. As Harriet Gregg's estate and her deceased children's estates were never probated, Plaintiffs dispute and deny the validity of the allegations contained in Paragraphs 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40.

WHEREFORE, having fully set forth their Reply to Answer to Amended Complaint, Plaintiffs hereby pray:

- A. That the Court dismiss Defendant Robert Leroy Gregg's Counterclaim.

B. For a decree declaring that Plaintiffs own absolutely and are entitled to quiet and peaceful possession of Lot 1(Gorham) & Lot 2(Small) of the Property as against Defendants and that Defendants have no estate, right, title, lien or interest in or to Lot 1(Gorham) & Lot 2 (Small) of the Property or any part of it and that title to the Property be quieted in Plaintiffs against all claims of Defendants and all persons claiming under Defendants;

C. For a decree permanently enjoining Defendants from asserting any estate, right, title, lien or interest in or to Lot 1 (Gorham) and Lot 2 (Small) of the Property or any part of the Lots adverse to Plaintiffs;

D. For the issuance of a deed vesting fee simple title in Plaintiff Gorham for Lot 1, TMS# 560-00-00-051;

E. For the issuance of a deed vesting fee simple title in Plaintiff Small for Lot 2, TMS# 560-00-00-052;

F. For the costs of this action; and

G. For such other and further relief as the Court deems appropriate.

April 21, 2021
Mount Pleasant, SC

s/Karen M. DeJong
Karen M. DeJong, Esq.
S.C. Bar #70699
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Tel. No. 843-216-6161
karen@dejonglawfirm.com
Attorney for Plaintiffs

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2020-CP-10-04714

WILLIAM GORHAM AND ROSALEE
GREGG SMALLS,

ANSWER TO AMENDED COMPLAINT,
CONSENT TO REFERENCE, AND CONSENT
FOR VIDEO/TELECONFERENCE HEARING
FOR JOHN DOE AND JANE DOE

PLAINTIFF,

v.

ALAN GREGG, ET AL.,

DEFENDANTS.

The undersigned Appointed Guardian ad Litem for John Doe and Jane Doe, as fictitious names for a class of unknown persons being incompetents, minors, persons in the military service to the United States of America, imprisoned, and/or under any other form of legal disability, including but not limited to unknown heirs, devisees, distributes, administrators, or personal representatives of deceased persons of Harriet Gregg, Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jesse "Eddie" Gregg, James Gregg, Leroy Gregg, Jr., Agnes A. Gregg, Jesse Gregg, Robert Gregg, and all other persons known or appear of record to have some right, title, interest in or lien upon the real estate described herein (Unknown Defendants) does hereby answer the Amended Complaint as follows:

1. That, unless specifically admitted or qualified or explained herein, all allegations of the Amended Complaint are denied and strict proof thereof is demanded;
2. That the Unknown Defendants lack sufficient information at this time to make a determination as to the other allegations set forth in the Amended Complaint and therefore hereby deny all such allegations.
3. The Unknown Defendants consent to having this matter referred to the Master in Equity for Charleston County, or a Special Referee as deemed appropriate by the Court, pursuant to Rule 53(b) SCRPC (as amended); that the Master in Equity or Special Referee shall make final judgment in the matter in accordance with Rule 53 SCRPC, and that any appeal from the Final Order of the Master in Equity or Special Referee shall be to the South Carolina Court of Appeals or Supreme Court;
4. That Unknown Defendants consent to this matter being held by video/teleconference, if permitted;

WHEREFORE, having fully answered, the Unknown Defendants pray that the Court inquire unto the matters set forth herein, determine and protect the priorities of the parties, and for such other and further relief as may be just and proper.

S/Kelley Y. Woody
Kelley Y. Woody (S.C. Bar #7307)
Guardian ad Litem Nisi and/or
Attorney for John Doe and Jane Doe

P.O. Box 6432
Columbia, South Carolina 29260
(803) 787-9678
kwoody@kelleywoody.com

Columbia, South Carolina

February 03, 2022

KAREN DEJONG ✓ DEJONG LAW FIRM LLC
222 WEST COLEMAN BLVD SUITE 110
MOUNT PLEASANT SC 29464

AFFIDAVIT OF PUBLICATION

Moultrie News

State of South Carolina

County of Charleston

Personally appeared before me the undersigned advertising clerk of the above indicated newspaper published in the city of Charleston, county and state aforesaid, who, being duly sworn, says that the advertisement of

(copy attached)

appeared in the issues of said newspaper on the following day(s):

04/13/22 Wed MN 04/27/22 Wed MNW
04/20/22 Wed MN
04/27/22 Wed MN
04/13/22 Wed MNW
04/20/22 Wed MNW

at a cost of \$217.00
Account# 364166
Order# 1982637
P.O. Number:

Subscribed and sworn to before

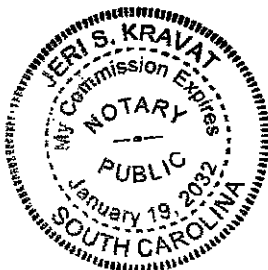
me this 27th day

of April

A.D. 2022

advertising clerk

NOTARY PUBLIC, SC
My commission expires



STATE OF
SOUTH CAROLINA
COUNTY OF
CHARLESTON
IN THE
COURT OF
COMMON PLEAS
FOR THE
NINTH CIRCUIT
Civil Action No. 2
2020-CP-10-04714
SUMMONS

(Action to Quiet Title)
(Adverse Possession)
WILLIAM GORHAM and
ROSALIE GREGG
SMALLS,

Plaintiffs,

v.
ALAN GREGG, VICTO-
RIA MANIGAU, MARY
FRANCES GREGG
STEED, DOROTHY
GREGG, HORLBACK,
ROBERT LEROY
GREGG, FRANKLIN
GREGG, MICHAEL
GREGG, AGNES GREGG
(daughter of JESSE
GREGG), JOANNE
GREGG (daughter of
JESSE GREGG), MUR-
RAY CHAVIS, JOHN DOE
and JANE DOE, as fic-
titious names for a class of
unknown persons, being
incompetents, minors, per-
sons in military service to
the United States of
America, imprisoned,
and/or under any other
form of legal disability,
including but not limited to
unknown heirs, devisees,
distributes, administra-
tors, or personal represen-
tatives of deceased per-
sons of HARRIET
GREGG, LEROY
GREGG, HENRIETTA
FISHBURN, AGNES
GREGG, WASHINGTON,
JESSE "EDDIE" GREGG,
JAMES GREGG, LEROY
GREGG, JR., AGNES A.
GREGG, JESSE GREGG,
ROBERT GREGG, and all
other persons known or
appear of record to have
some right, title, interest in
or lien upon the real estate
described in the complaint
herein.

Defendants.
TO DEFENDANTS
NAMED ABOVE:

You are hereby summoned
and required to answer the
Amended Complaint in this
action, a copy of which is
herewith served upon you,
and to serve a copy of your
Answer upon the sub-
scriber at her office
address stated below,
within thirty (30) days after
the service upon you,
exclusive of the day of such
service. If you fail to
answer the Amended
Complaint with this time,
judgment by default will be
entered against you for the
relief demanded in the
Amended Complaint.
January 25, 2022
s/Karen M. DeJong
Mount Pleasant, SC
Karen M. DeJong, Esq.
S.C. Bar #70699
DeJong Law Firm, LLC --
222 West Coleman Blvd.,
Ste. 110
Mt. Pleasant, SC 29464
Tel. No. 843-216-6161
karen@dejonglawfirm.com
Attorney for Plaintiffs
AD# 1782637

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION: 2020-CP-10-04714

WILLIAM GORHAM AND ROSALEE GREGG
SMALLS,

AFFIDAVIT OF ATTORNEY FOR
UNKNOWN DEFENDANTS IN THE
MILITARY SERVICE AND GUARDIAN
AD LITEM FOR UNKNOWN
DEFENDANTS WHO ARE MINORS
OR UNDER LEGAL DISABILITY

PLAINTIFF,

v.

ALAN GREGG, ET AL.,

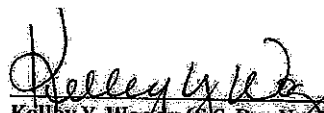
DEFENDANTS.

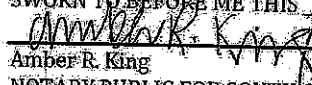
PERSONALLY APPEARED BEFORE ME, Kelley Y. Woody, who being duly sworn,
deposes and states as follows:

1. That she consented to her appointment of Guardian ad Litem for John Doe and Jane Doe (Unknown Defendants);
2. That she reviewed the pleadings filed by Plaintiff's attorney regarding this matter;
3. That she filed an Answer and a Consent to Reference on behalf of the Unknown Defendants;
4. That she sent correspondence to Dorothy Horlback, Victoria Manigault, Michael Gregg, Mary Frances Gregg Steed, Franklin Gregg, Barry Baker, Esquire, Attorney for Robert Leroy Gregg, and Alan Gregg, inquiring as to heirs of Leroy Gregg, Agnes Gregg, Jesse Gregg, and/or Robert Gregg, or other persons who may claim any interest in the subject property other than those named in the Complaint; a copy of this letter is filed herewith as Exhibit A;

5. That Carla Gregg emailed Affiant that she and her sisters are the daughters of Robert Gregg (deceased) and sisters of Robert Leroy Greg and that they want to be added to the summons so that they can be informed of what is going on with the subject property;
6. That Carla Gregg explained that she had seen the publication in the newspaper and contacted Attorney for Plaintiff who advised her to contact Affiant;
7. That Affiant told Carla Gregg that she only represents the unknown defendants in this matter, that she is a known defendant, and suggested that she hire an attorney;
8. That Affiant received no other response to this letter and the letter was not returned to her;

FURTHER AFFIANT SAYETH NOT.


Kelley Y. Woody (S.C. Bar No. 7307)
Guardian ad Litem Nisi and Attorney for Unknown
Defendants (John Doe and Jane Doe)
P.O. Box 6432
Columbia, SC 29209
803-787-9678 (phone) kwoody@kelleywoody.com

02/14
SWORN TO BEFORE ME THIS 2023

Amber R. King
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: January 21, 2031

**KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC**

P.O. Box 6432 • COLUMBIA • SOUTH CAROLINA • 29260 • KWOODY@KELLEYWOODY.COM
803-787-9678 (PHONE) 803-787-9743 (FAX)

February 21, 2022

Dorothy Horiback
2389 Highway North 17
Mt. Pleasant, SC 29446

Barry Baker, Esquire
Attorney for Robert Leroy Gregg
One Carriage Lane, Bldg. H
Charleston, SC 29407

Victoria Manigault
Michael Gregg
Mary Frances Gregg Steed
Franklin Gregg
1447 Venning Road
Mt. Pleasant, SC 29464

Alan Gregg
17 Morris Park Lane
Long Island, NY 11937

Re: William Gorham and Rosalee Gregg Smalls v. Alan Gregg, et al.
Civil Action: 2020-CP-10-04714

Dear Ladies and Gentlemen:

I am the Court appointed Guardian ad Litem for **Unknown** Defendants including any unknown minors, incarcerated, or imprisoned in the above-referenced action only. I am also the Court appointed Attorney for any **Unknown** Defendants who may be in the military service of the United States. I will file an Answer on behalf of these defendants.

This action seeks to quiet (confirm) the title to property located on Venning Road in Mount Pleasant, South Carolina in the names of William Gorham and Rosalee Gregg. This action will terminate any interest in the subject property that may be held by any unknown heirs or devisees of Harriet Gregg, Leroy Gregg, Henrietta Fishburn, Agnes Gregg Washington, Jesse "Eddie" Gregg, James Gregg, Leroy Gregg, Jr., Agnes A. Gregg, Jesse Gregg, and Robert Gregg, and any other person or entity claiming any right therein.

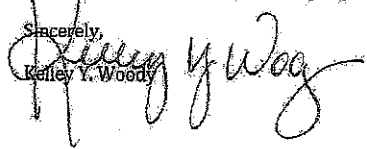
The only known heirs of Harriet Gregg are Leroy Gregg (deceased), Henrietta Fishburn (deceased), Agnes Gregg Washington (deceased), Jesse "Eddie" Gregg (deceased), and James Gregg (deceased). The only known heirs of Leroy Gregg are Leroy Gregg, Jr. (deceased), Agnes Gregg (deceased), Jesse Gregg (deceased), Robert Gregg (deceased), Alan Gregg, Rosalee Gregg Smalls, Victoria Manigault, Mary Francis Gregg Steed, and Dorothy Gregg Horiback.

There are no known children of Leroy Gregg, Jr. The known heirs of Agnes Gregg are William Gorham, Franklin Gregg, and Michael Gregg. The known heirs of Jesse Gregg are Agnes Gregg and Joanne Gregg. The only known heir of Robert Gregg is Robert Leroy Gregg.

Please contact me with any information you may have as to other heirs or anyone else or any who may claim an interest in the subject property.

Sincerely,

Kelley Y. Woody



ELECTRONICALLY FILED - 2023 Feb 14 4:26 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1004714

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell Scarborough

Case No. 2020-CP-10-04714

WILLIAM GORHAM,

Appellant,

v.

ROBERT LEROY GREGG, et al.

Respondents.

NOTICE OF APPEAL

William Gorham APPEALS the Order of the Honorable Mikell Scarborough dated July 26, 2023. Appellant received written notice of entry of this order on July 26, 2023.

Dated: July 27, 2023

s/Karen M. DeJong
Karen M. DeJong, Esq.
SC Bar No. 70699
DeJong Law Firm, LLC
222 West Coleman Blvd., Ste. 110
Mt. Pleasant, SC 29464
Tel. No. 843-216-6161
karen@dejonglawfirm.com
Attorney for Appellant

Other Counsel of Record:

Barry I. Baker, Esq.
SC Bar No. 482
Baker & Varner, LLC
P.O. Box 31265
Charleston, SC 29417
Tel. No. 843-766-9007
bbaker@bakerlawsc.com
Attorney for Respondent Robert Leroy Gregg

COUNTY OF CHARLESTON
STATE OF SOUTH CAROLINA

WILLIAM GORHAM and ROSALEE GREGG
SMALLS,

Plaintiffs,

v.

ALAN GREGG, VICTORIA MANIGAULT,
MARY FRANCES GREGG STEED,
DOROTHY GREGG HORLBACK, ROBERT
LEROY GREGG, FRANKLIN GREGG,
MICHAEL GREGG, AGNES GREGG
(daughter of JESSE GREGG), JOANNE
GREGG (daughter of JESSE GREGG),
MURRAY CHAVIS, JOHN DOE and JANE
DOE, as fictitious names for a class of unknown
persons being incompetents, minors, persons in
military service to the United States of America,
imprisoned, and/or under any other form of legal
disability, including but not limited to unknown
heirs, devisees, distributes, administrators, or
personal representatives of deceased persons of
HARRIET GREGG, LEROY GREGG,
HENRIETTA FISHBURN, AGNES GREGG
WASHINGTON, JESSE "EDDIE" GREGG,
JAMES GREGG, LEROY GREGG, JR.,
AGNES A. GREGG, JESSE GREGG, ROBERT
GREGG, and all other persons known or appear
of record to have some right, title, interest in or
lien upon the real estate described in the
complaint herein.

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

**MOTION TO APPOINT GUARDIAN AD
LITEM**

(Action to Quiet Title)

(Adverse Possession)

PLAINTIFFS hereby petitions this Honorable Court for appointment of a guardian *ad litem* and respectfully shows as follows:

1. This action is being commenced to determine adverse claims, if any, and to quiet title to the parcels of land described in Exhibit A to the Amended Complaint filed in this matter, and to declare that the Plaintiffs are the fee simple owners of the subject land.

2. Plaintiffs have joined some Defendants whose current locations are unknown. Also, Plaintiffs have joined some Defendants in this matter under the fictitious names of JOHN DOE and JANE DOE as representing a class of unknown persons being incompetents, minors, persons in military service to the United States of America, imprisoned persons, and persons under any other form of legal disability, as well as representing unknown heirs, devisees, distributes, or personal representatives of deceased persons HARRIET GREGG, LEROY GREGG, HENRIETTA FISHBURN, AGNES GREGG WASHINGTON, JESSE "EDDIE" GREGG, JAMES GREGG, LEROY GREGG, JR., AGNES A. GREGG, JESSE GREGG, ROBERT GREGG, or any persons includible within this action should they be deceased, and all other persons or entities who claim any interest in or a lien upon the real estate which is the subject of this action.

3. The names, addresses, and whereabouts of such Defendants are unknown to the Plaintiff and cannot with reasonable diligence be ascertained by Plaintiff or his lawyer. In that Plaintiff has been unable to locate such Defendants, it is appropriate that a *Guardian ad litem*, be appointed for such of the said parties who may be infants, insane persons and incompetents.

4. Plaintiff is informed and believes that no application has been made by or on behalf of any Defendant who may be an infant, insane person, or incompetent, for the appointment of a *Guardian ad litem*. Plaintiff does not know of any general or testamentary powers regarding such infants, insane persons and/or incompetents, and to whom notice of this application can be given, otherwise than by publication.

5. Kelley Y. Woody, Esq. is a competent and suitable person to be appointed for and to act as the *Guardian ad litem* for such Defendants who may be infants, insane persons or incompetents. She is a member of the South Carolina Bar, has no claim adverse to such Defendants, and is not connected in any manner with the Plaintiffs or Plaintiffs' attorney in this action, and has consented to act as *Guardian ad litem*.

WHEREFORE Plaintiff requests entry of an Order appointing Kelley Y. Woody, Esq. or some other suitable person as Guardian *ad litem*, for such of the above named Defendants, unless someone in their behalf shall, within the specified person of time after the service of a copy of the Notice of the entry of the Order being herein prayed for prescribed the manner in which the service of Notice of entry thereof shall made upon the same Defendants.

DEJONG LAW FIRM LLC

s/Karen M. DeJong

Karen M DeJong
222 West Coleman Blvd., Suite 110
Mount Pleasant, SC 29464
(843) 216-6161
karen@dejonglawfirm.com
Attorney for Plaintiffs

Mount Pleasant, SC
January 19, 2022

STATE OF SOUTH CAROLINA

) COURT OF COMMON PLEAS

) NINTH JUDICIAL CIRCUIT

COUNTY OF CHARLESTON

) CASE NO. 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG SMALLS,)

PLAINTIFFS,)

-VS-

ALAN GREGG, VICTORIA MANIGAULT, MARY)

FRANCES GREGG STEED, DOROTHY GREGG)

HORLBACK, ROBERT LEROY GREGG, FRANKLIN)

GREGG, MICHAEL GREGG, AGNES GREGG)

(daughter of JESSE GREGG), JOANNE GREGG)

(daughter of JESSE GREGG), MURRAY)

CHAVIS, JOHN DOE and JANE DOE, as)

fictitious names for a class of unknown)

persons being incompetents, minors,)

persons in military service to the)

United States of America, imprisoned,)

and/or under any other form of legal)

disability, including but not limited)

to unknown heirs, devisees,)

distributees, administrators or)

personal representatives of deceased)

persons, HARRIET GREGG, LEROY GREGG,)

HENRIETTA FISHBURN, AGNES GREGG)

WASHINGTON, JESSE "EDDIE" GREGG,)

JAMES GREGG, LEROY GREGG, JR., AGNES)

A. GREGG, JESSE GREGG, ROBERT GREGG,)

and all other persons known or appear)

of record to have some right, title,)

interest in or lien upon the real)

estate described in the complaint)

herein,)

DEFENDANTS.)

HEARING BEFORE THE

HONORABLE MIKELL R. SCARBOROUGH

FEBRUARY 21, 2023

McCarn Court Reporting, Inc.

A-P-P-E-A-R-A-N-C-E-S

For the Plaintiffs:

DeJong Law Firm
By: Karen DeJong, Esq.
222 West Coleman Boulevard,
Suite 110
Mount Pleasant, SC 29464
Karen@dejong.com

For the Defendants:

Baker & Varner
By: Barry I. Baker, Esq.
One Carriage Lane, Building H
Charleston, SC 29407
Bbaker@bakerlawsc.com

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Plaintiffs':

- No. 1 Baker and Varner, letter, 10/29/20
- Magistrate Summons Notice of Motion and Motion to Dismiss, 10/26/20

1 THE COURT: All right. Good morning, folks.
2 We're here in the case that's captioned, William
3 Gorham and Rosalee Gregg Smalls as Plaintiff versus
4 Alan Gregg and a lot of other Greggs, a couple of
5 Manigaults in there. The case is 2020-CP-10-4714. It
6 was filed October 27, 2020. Ms. Karen DeJONG is the
7 Plaintiffs' attorney. Mr. Barry Baker here for --

8 MR. BAKER: Robert Leroy Gregg.

9 THE COURT: -- Robert Leroy Gregg. Thank
10 you.

11 The matter was referred over here
12 September 16, '22. I know we had a status conference
13 back in November. We had it schedule for trial, and
14 Ms. DeJONG had a conflict. So we're -- back in
15 January. So we set it for today, February 21, 2023.

16 I've given y'all a chance to chat. I'm
17 assuming, at this point in time, it has not been
18 resolved. So we're here to try the case.

19 MR. BAKER: We resolved a good portion of it.

20 THE COURT: Okay.

21 MR. BAKER: Karen, do you want me to put it
22 on the record, or do you want to put it on the record?
23 Whatever you want to do.

24 MS. DeJONG: With regard to --

25 MR. BAKER: Well, we had a settlement with

1 Rosalee. I've got a deed from Frankie.

2 MS. DeJONG: Okay.

3 MR. BAKER: I've got an agreement with
4 Michael. I know you're not privy to that, but Michael
5 will have to testify. So the only issue is between
6 Michael and I and your client, William Gorham. So I'd
7 like to put those agreements on the record, if I
8 could.

9 MS. DeJONG: Fine.

10 MR. BAKER: If Your Honor, please?

11 THE COURT: Yes, sir.

12 MR. BAKER: I saw in the complaint, William
13 Gorham and his aunt, Rosalee Gregg Smalls, are
14 claiming fee simple title. It might be to two tracts
15 of land.

16 THE COURT: We've got three lots at issue
17 here.

18 MR. BAKER: And if you could look at Exhibit
19 No. 2.

20 THE COURT: This would be in your stack?

21 MR. BAKER: Yes, sir.

22 THE COURT: All right.

23 MR. BAKER: It's a GIS map. If you notice,
24 we've got 1437 Venning, which is Tax Map 51.

25 THE COURT: Okay.

1 MR. BAKER: There exists a house on Tax Map
2 Parcel 51 that we contend was built by my client's
3 father.

4 THE COURT: Okay.

5 MR. BAKER: And that is a house now being
6 occupied by Mr. William Gorham.

7 THE COURT: Okay.

8 MR. BAKER: And he's claiming title to Lot
9 No. -- or Tax Map Parcel 51, okay? Ms. Rosalee Gregg
10 Smalls is occupying Tax Map Parcel 52.

11 THE COURT: Okay.

12 MR. BAKER: Now, she previously conveyed all
13 of her interest -- and we'll go over that later -- by
14 deed to my client's father. But he allowed her, when
15 she and her husband got a divorce, to move on the
16 property, and she brought a mobile home on the
17 property. She's been living there. There's no
18 question about it.

19 THE COURT: All right. So just procedurally:
20 There was a conveyance to Mr. Gregg, which included
21 her --

22 MR. BAKER: Which included her.

23 THE COURT: -- and then later moved onto the
24 property with a mobile home, I think it was?

25 MS. DeJONG: Excuse me. There's Gregg, Sr.,

1 who you're talking about, and then Robert Leroy Gregg
2 is the son. Maybe we need to make a distinction.

3 THE COURT: Gregg, Sr. is deceased, right?

4 MR. BAKER: Yes, he is. Before his death, he
5 did allow his sister to live on the property. There's
6 no question about that.

7 THE COURT: Yes, okay.

8 MR. BAKER: Okay. Now, Tax Map Parcel 15
9 contains two homes. That is not in dispute. Either
10 they take no position, or they do not dispute the fact
11 that my client owns Tax Map Parcel 15.

12 THE COURT: Okay.

13 MR. BAKER: That's not a problem. All right.
14 Now, we have entered into an agreement as to Tax Map
15 Parcel 52.

16 THE COURT: Okay.

17 MR. BAKER: And that agreement is Exhibit
18 No. 14. And under that agreement that we have
19 reached, Ms. Smalls -- she's quite elderly, Judge, not
20 in good health. She did give her son a limited power
21 of attorney to sign documents in connection with this
22 litigation.

23 THE COURT: Okay.

24 MR. BAKER: But she did sign the settlement
25 agreement, and she's also signed the quitclaim deed.

1 And basically, under the -- I think the settlement
2 agreement will speak for itself. But under the
3 settlement agreement, she is conceding that the lot
4 she has occupied is owned by my client, but my client
5 is giving her the right to live on that property for
6 the balance of her life.

7 THE COURT: Life estate?

8 MR. BAKER: And of course, if she needs any
9 help, of course, healthcare people.

10 We are prohibiting Frankie Gregg and his
11 grandson Daquan Johnson from ever occupying that
12 property, because Frankie's grandson -- there's no
13 question. Unfortunately, he improperly touched my
14 client's son, young son.

15 THE COURT: Okay.

16 MR. BAKER: And to confirm the ownership in
17 these properties, Ms. Smalls executed yesterday a
18 quitclaim deed to my client, Robert Leroy Gregg.

19 THE COURT: Okay.

20 MR. BAKER: That we'll record after the
21 hearing. So that takes care of that portion of the
22 settlement agreement. So I do not want -- even though
23 we have reached a settlement agreement with
24 Ms. Smalls, I still want her to remain a party of the
25 case, so she'll be bound by the order if you approve

1 the settlement.

2 THE COURT: Okay.

3 MR. BAKER: I think Karen will explain to you
4 the fact that she -- that her client personally met
5 with her yesterday. She's gone over this agreement
6 with her before, and she, once again, signed the
7 settlement agreement yesterday and signed the
8 quitclaim deed yesterday. And her son --

9 THE COURT: What I'm looking at, Exhibit 14,
10 is dated January 25th; is that right? Or is there
11 another one?

12 MR. BAKER: That's exactly right, but --

13 MS. DeJONG: Cross it out, then.

14 MR. BAKER: That's fine.

15 MS. DeJONG: I notarized it for tomorrow.

16 THE COURT: I'm sorry. The one I'm looking
17 at is dated January 25th. It's got Rosalee Gregg
18 Smalls' signature on it. That's 1/25/23, was not
19 notarized until --

20 MS. DeJONG: I had her come in yesterday to
21 have it notarized. He has that, but I actually don't
22 have it signed by Mr. Leroy Gregg.

23 MR. BAKER: I'll get him to sign it.

24 THE COURT: There's another one floating
25 around?

1 MR. BAKER: Yes, Your Honor.

2 THE COURT: That's fine.

3 MR. BAKER: If you want to hear from her son,
4 because he's been intimately involved --

5 MR. L. GREGG: Larry Gregg.

6 MR. BAKER: If you'll stand up. So you are
7 the son of Rosalee Gregg Smalls?

8 MR. L. GREGG: Yes.

9 MR. BAKER: You are aware of the settlement
10 agreement that your mother has reached?

11 MR. L. GREGG: Yes.

12 MR. BAKER: And it was explained to her by
13 her lawyer, Ms. DeJONG?

14 MR. L. GREGG: Yes.

15 MR. BAKER: Were you there yesterday when
16 your mother signed it?

17 MR. L. GREGG: Yes.

18 MR. BAKER: And you're asking the Court, on
19 behalf of your mother, to approve the settlement?

20 MR. L. GREGG: Yes.

21 MR. BAKER: Okay.

22 THE COURT: And that was Mr. Larry Gregg; is
23 that correct?

24 MR. BAKER: Larry Gregg.

25 THE COURT: Thank you very much, Mr. Gregg.

1 Thank you for being here.

2 MS. DeJONG: Mr. Gregg has a power of
3 attorney for his mother.

4 MR. BAKER: I thought I mentioned that. If I
5 didn't, I'm sorry. That's right, but only to sign
6 documents in connection with the settlement of this
7 case.

8 THE COURT: Got it, okay.

9 MR. BAKER: Not a durable power of attorney.

10 THE COURT: Limited power?

11 MR. BAKER: Yes, sir.

12 THE COURT: Got it.

13 MR. BAKER: Your Honor, in my answer and
14 counterclaim, I allege that my client owns the
15 properties as tenants in common with Mr. William
16 Gorham, with a Frankie Gorham and -- Frankie Gregg,
17 and a Michael Gregg (pointing to people in back of
18 courtroom).

19 I call Your Honor's attention to Exhibit
20 Nos. 12 and 13. Apparently, Frankie James Gregg and
21 my client entered into an agreement --

22 THE COURT: Okay.

23 MR. BAKER: -- for his interest in the
24 property, Exhibits 12 and 13. I was not a party to
25 it. I got a call Friday morning. They wanted to come

1 into my office, and they told me what the agreement
2 was, and I prepared it. Frankie signed a quitclaim
3 deed. So he has quitclaimed all of his interest in
4 the property to my client.

5 Now, I'm going to say this: Even though, I
6 think, the consideration for -- \$2,000?

7 MR. R.L. GREGG: Yes.

8 MR. BAKER: \$2,000. We got an updated
9 appraisal of this property, which I did not have in my
10 office on Friday, told Mr. Gregg about it. I said we
11 could wait until we get the appraisal. He said, no,
12 he wanted to settle out. And we'll going to give him
13 some additional monies. I don't think it's relevant,
14 because he's already signed off, okay?

15 THE COURT: Okay.

16 MR. BAKER: So that issue has been resolved.

17 Now, I would like to call to the stand, even
18 though I'm the Defendant -- or he can stay where he
19 is, whatever Your Honor wants -- Mr. Michael Gregg.
20 He's the brother of William and Frankie. He has
21 agreed to sell his interest in the property to my
22 client based on the valuation that you find the
23 property is, whatever you find the property is, and
24 we'll calculate his interest. He's willing to sign
25 that. I would like him to stand up, and if you could

1 swear him in, and he can confirm that to you. Then he
2 can be excused.

3 THE COURT: Okay. And your name again, sir?
4 I'm sorry.

5 MR. M. GREGG: Michael Gregg.

6 THE COURT: Michael Gregg?

7 MR. M. GREGG: Yes, sir.

8 THE COURT: Mr. Gregg, one second. What's
9 your address, Mr. Gregg?

10 MR. M. GREGG: 1 Davan Drive.

11 MR. BAKER: That's D-A-V-A-N.

12 THE COURT: Davan?

13 MR. M. GREGG: Charleston, South Carolina
14 29407.

15 THE COURT: West Ashley?

16 MR. M. GREGG: Yes.

17 THE COURT: Got it. Thank you, sir.

18 Mr. Gregg, if you would, just right where you are,
19 raise your right hand.

20 MICHAEL GREGG,

21 having been duly sworn, testified as follows:

22 THE COURT: Thank you, sir. So you've heard
23 the representation from Mr. Baker that, apparently and
24 in looking at the -- reviewing the pleadings for
25 today, the answer and counterclaim alleged that there

1 were four people with interest in it: your client,
2 the two Plaintiffs -- actually, Mr. Gorham, I think it
3 was.

4 MR. BAKER: Mr. Gorham and his two brothers.

5 THE COURT: And then the two brothers, the
6 Gregg brothers. So there's already a signed agreement
7 with your brother Frankie James Gregg, and you would
8 be the other brother?

9 THE WITNESS: Yes.

10 THE COURT: Mr. Gregg, you're agreeing to
11 convey whatever interest you've got in the property
12 over to Mr. Robert Leroy Gregg --

13 THE WITNESS: Yes.

14 THE COURT: -- for whatever the percentage
15 value would be based on the Court's finding; that's
16 your understanding?

17 THE WITNESS: Yes.

18 THE COURT: And you're willing to do that?

19 THE WITNESS: Yes.

20 THE COURT: Y'all haven't entered into any
21 kind of written agreement? Just orally agreed to
22 that?

23 MR. BAKER: Yes. This is the first contact
24 I've had with him. So I would ask the Court to
25 approve that agreement. So if he doesn't sign, he can

1 sign.

2 THE COURT: Let me ask that question: So
3 you're agreeing to enter this fairly -- freely and
4 voluntarily? This is your own decision to make; is it
5 not?

6 THE WITNESS: Yes.

7 THE COURT: And you're comfortable with that
8 decision, Mr. Gregg?

9 THE WITNESS: I mean, I don't understand what
10 you just said.

11 THE COURT: I'm asking if you entered into
12 the agreement because you think it's fair and in your
13 best interest?

14 THE WITNESS: I didn't have -- the agreement
15 we had out there?

16 MR. BAKER: Yeah, right.

17 THE WITNESS: I didn't make that agreement.

18 MR. BAKER: What?

19 THE WITNESS: I didn't agree to accept what
20 we was talking about.

21 MR. BAKER: No. I thought you said that you
22 would accept what the Court --

23 THE WITNESS: Yeah, I will do that.

24 MR. BAKER: -- determines to be your monetary
25 interest in the property?

1 THE WITNESS: Yes.

2 MR. BAKER: Is that correct?

3 THE WITNESS: That's correct.

4 THE COURT: All right. So as we sit here
5 today, we don't have the actual dollar amount. But
6 the Court's going to make some sort of determination
7 as to value based on the evidence that's presented.
8 And your percentage interest, if I remember right, is
9 less than 1 percent; is that right?

10 MS. DeJONG: Not anymore.

11 MR. BAKER: I believe that's right, but Karen
12 disagrees.

13 THE COURT: Yeah.

14 MR. BAKER: Kyle's tied up, but he sent me a
15 text that he agrees with me, but you'd have to decide
16 that later.

17 THE COURT: Okay. All right. So knowing
18 that the dollar figure is going to be determined
19 later, you're still in agreement to make that
20 conveyance?

21 THE WITNESS: Yes.

22 THE COURT: I'm with you on that one. All
23 right. Mr. Gregg, thank you.

24 THE WITNESS: Thank you.

25 THE COURT: You want to excuse him?

1 MR. BAKER: He can stay if he wants.

2 THE WITNESS: I'll stay.

3 THE COURT: That will be fine. Ms. DeJONG,
4 any questions at all for Mr. Gregg?

5 MS. DeJONG: No.

6 THE COURT: Very good. I'll accept that.
7 Thank you, Mr. Gregg. Appreciate you being here.

8 Y'all have shared information? Y'all know
9 how to get in touch with each other?

10 MR. BAKER: Yes, sir.

11 THE COURT: All right. Very good.

12 All right. So coming in here and reviewing
13 the pleadings, again, we had three lots that were in
14 issue. And at this point in time, between the
15 agreement with Rosalee Smalls as to Lot 2 -- my
16 understanding, there's never been a claim to Lot 3
17 from the Plaintiffs. So we're down to -- the issue
18 before the Court is Lot No. 1, right?

19 MS. DeJONG: Yes.

20 THE COURT: Which is where Mr. Gorham
21 resides?

22 MS. DeJONG: Yes.

23 THE COURT: Okay. Any other matters to take
24 up before we begin?

25 MR. BAKER: Judge, I -- no, I'll wait and

1 introduce my exhibits later. That's fine.

2 MS. DeJONG: I think we have consented that
3 we both agree on the family tree that will be
4 submitted as Defendants' Exhibit 1.

5 THE COURT: Okay.

6 MS. DeJONG: That's the family tree we've
7 gone over. And we're in agreement as far as who
8 passed with children, who passed without children, the
9 children's names, the grandchildren's names, and the
10 grandmother's name.

11 MR. BAKER: Right.

12 THE COURT: Do you want to go into that on
13 your case, or just y'all are accepting the descendant
14 chart for Harriet Gregg as the ownership interest or
15 the family interest, I should say?

16 MS. DeJONG: I can do that, or I can recite
17 the family history. It's going to come off of the
18 exhibit.

19 THE COURT: Just straight off of here? All
20 right. Who would be the heirs who are still alive
21 today? We've got some folks that are out here that I
22 have not yet met.

23 MR. BAKER: The heirs who are alive today?
24 Let me say this: I think Karen is going to challenge
25 some or all of the quitclaim deeds into my client's

1 father.

2 THE COURT: That's fine. That was not my
3 question.

4 MR. BAKER: As to the question, the only
5 living heirs to the property would be William Gorham;
6 his brothers, Frankie and Michael; and his aunt
7 Rosalee. There's another aunt.

8 MR. R.L. GREGG: Victoria.

9 MR. BAKER: There's an aunt Victoria --
10 what's her name?

11 MR. R.L. GREGG: Manigault.

12 MR. BAKER: Victoria Manigault is living on
13 Lot 3 without consent, but she's not a party. She's
14 not making any claim, and she signed a quitclaim deed.

15 MS. DeJONG: If I can make this easier:
16 Harriet Gregg, at the top, received the deed.

17 THE COURT: Got you.

18 MS. DeJONG: She had five children. One,
19 two, three, four, five. They passed after. They're
20 all gone now.

21 THE COURT: All of them are deceased, okay.

22 MS. DeJONG: All are deceased. Only just
23 Leroy and Jesse Eddie Gregg had children. Fanny
24 Murray and Thelma Murray are still alive.

25 THE COURT: Fanny Murray and Thelma Murray

1 are the children of Jesse Gregg?

2 MS. DeJONG: Yes. They're alive.

3 Now, back to Leroy, Sr.: Louise Gregg, the
4 wife, is dead. I didn't put the date of death, but
5 she's gone. The remaining surviving heirs of Leroy,
6 Sr.: Alan Gregg, Rosalee Gregg Smalls --

7 THE COURT: Wait a second. You're losing me.
8 Hold on. Let's go down the line. They had one, two,
9 three, four, five, six, seven, eight, nine children;
10 is that correct?

11 MR. BAKER: Yes, sir.

12 MS. DeJONG: Yes.

13 THE COURT: Of those nine children, who --

14 MS. DeJONG: Junior is dead.

15 THE COURT: Good.

16 MS. DeJONG: He's dead. Agnes A. Gregg is
17 dead. She left three children: William, Frankie, and
18 Michael, all alive.

19 THE COURT: That I've met today, either
20 present or through the agreement. Got it.

21 MS. DeJONG: Jesse Gregg has passed. His
22 surviving children are Agnes Gregg and Joanne.
23 They're alive. Robert Gregg -- I have to say senior
24 because he had a son named Robert Leroy Gregg.

25 THE COURT: Robert Leroy Gregg is the sole

1 son of Robert Gregg?

2 MS. DeJONG: Yes.

3 MR. BAKER: That's not really correct. I
4 think there are three other children. When I put my
5 case in evidence, his father gave him a deed to the
6 property. So they don't have an interest in the
7 property.

8 THE COURT: There are three other siblings?

9 MR. BAKER: You have three sisters?

10 MR. R.L. GREGG: Yes, sir.

11 THE COURT: All right. We'll get to that in
12 a second, okay?

13 MS. DeJONG: The three sisters filed an
14 answer in this case.

15 THE COURT: They did? All right.

16 MS. DeJONG: Carla Gregg on behalf of --

17 THE COURT: I think I did see something about
18 that. And what were their names? If you've got it,
19 what are their names?

20 MR. R.L. GREGG: Carla Gregg, Erica Gregg,
21 and Renerda Gregg.

22 THE COURT: First name was --

23 MR. R.L. GREGG: Carla Gregg.

24 THE COURT: Carla.

25 MR. R.L. GREGG: Erica Gregg.

1 THE COURT: Erica.

2 MR. R.L. GREGG: And Renerda Gregg,
3 R-E-N-E-R-D-A.

4 THE COURT: Renerda, R-E-N-E-R-D-A?

5 MR. R.L. GREGG: Yes, sir.

6 THE COURT: All Gregg?

7 MR. R.L. GREGG: She got married, but she's
8 divorced now. So I don't know if she still carries
9 Gregg.

10 THE COURT: So those were the sisters, but
11 they didn't take because of the deed, right?

12 MR. R.L. GREGG: Yes, sir.

13 THE COURT: They're heirs. That's fine.
14 Thank you. Got it.

15 MS. DeJONG: Next is Alan Gregg. He's alive.

16 THE COURT: Okay.

17 MS. DeJONG: Rosalee Gregg, she's alive.
18 Victoria's alive.

19 THE COURT: Victoria Manigault?

20 MS. DeJONG: Uh-huh. Mary Frances Steed is
21 alive, and Dorothy Horlback is alive.

22 THE COURT: Still alive, okay. I got it.
23 I'm with you on the family tree, then. That helps me.

24 So we have eleven separate heirs, but we're
25 basically down to Mr. William Gorham's claim as to the

1 property Lot No. 1. And does that put all of the
2 other interest into Robert Leroy Gregg --

3 MR. BAKER: Yes, sir.

4 THE COURT: -- based on the agreements and
5 the testimony we've got?

6 MR. BAKER: Yes, sir.

7 THE COURT: All right. We've got two parties
8 to deal with. I'll let y'all go into that. If you
9 challenge the deeds, that's fine. We'll get to that.
10 I'm just trying to grasp who we've got and where we've
11 got.

12 Who else is present? I've met Mr. Larry
13 Gregg. I've met Mr. Michael Gregg. Folks on the back
14 row, just tell me, starting with you, start with your
15 name so I know who you are.

16 MR. GADSDEN: Charles Gadsden.

17 THE COURT: Charles Gadsden? Hi, Mr.
18 Gadsden. Next?

19 MR. FORD: My name is Lawrence Ford. This is
20 my wife, Murle Ford. We are the parents of Robert
21 Gregg's wife, Patrice Gregg.

22 THE COURT: Your wife's name again? I'm
23 sorry.

24 MR. FORD: Murle, M-U-R-L-E.

25 THE COURT: Thank you. Okay. Got it. Thank

1 you, sir. And Mr. Gadsden, how do you spell that last
2 name?

3 MR. GADSDEN: G-A-D-S-D-E-N.

4 THE COURT: Very good. Thank you, sir. Got
5 it. Okay. All right, Ms. DeJONG?

6 MS. DeJONG: The family tree could be worse.

7 THE COURT: Oh, yeah.

8 MS. DeJONG: It's really not that bad. So,
9 Your Honor, I'm here today on behalf of William
10 Gorham. I filed suit on behalf of him and Rosalee
11 Gregg for adverse possession of Lot 1 and 2.
12 Mr. Baker requested I amend that complaint to add Lot
13 1, 2, and 3, because he's going to discount the master
14 determination of heirs from you. I amended that
15 complaint.

16 I would like to give you the TMS number for
17 each lot.

18 THE COURT: Sure.

19 MS. DeJONG: Lot 1, TMS No. 560-00-00-051.

20 THE COURT: Okay.

21 MS. DeJONG: Lot 2, TMS No. 560-00-00-052.

22 TMS No. 560 -- I'm sorry. Lot 3, TMS No.
23 560-00-00-015.

24 THE COURT: Okay.

25 MS. DeJONG: And then I would prove to the

1 Court that Mr. Gorham should receive title to Lot 1
2 because he can prove the elements of adverse
3 possession. In regards to Rosalee Gregg, as you know,
4 her case is settled.

5 THE COURT: Rosalee Gregg Smalls.

6 MS. DeJONG: I represented her --

7 THE COURT: Right. Got it. Very good.
8 Okay. Anything at all, Mr. Baker?

9 MR. BAKER: Your Honor, this might be
10 premature, because I know you want to hear everything,
11 but for the record, I would ask that the claim of Mr.
12 Gorham be dismissed. We've got the family tree
13 together. He's a tenant in common. There's no
14 adverse possession with tenants in common. You have
15 to prove ouster. They've not alleged ouster. They
16 can't prove ouster. And so I would like to move that
17 his claim be dismissed.

18 THE COURT: All right. Ms. DeJONG, what do
19 you say to that?

20 MS. DeJONG: I say that, with regards to
21 ouster, Mr. Baker never raised it in his answer and
22 counterclaim to my amended complaint. It also wasn't
23 listed as a defense. It wasn't listed as a
24 counterclaim. And there are no tenants in common at
25 this point, because we're here today to find out who

1 truly owns the property and what percentage.

2 So my client could have notified a tenant in
3 common, which is Robert Gregg, Sr., because he was the
4 legal owner at the time. You have to be a title owner
5 to serve notice for the ouster. We don't have it yet.
6 That's why Mr. Baker filed his counterclaim for you to
7 determine the heirs.

8 THE COURT: All right. At this point, I'm
9 going to allow you to proceed, okay? Plaintiff, you
10 can call your first witness.

11 MS. DeJONG: Mr. Gorham, go to the stand.

12 WILLIAM GORHAM,
13 having been duly sworn, testified as follows:

14 THE COURT: Thank you, sir. Please have a
15 seat.

16 THE WITNESS: Yes, sir. Thank you.

17 THE COURT: When you get comfortable, give us
18 your full name and address.

19 THE WITNESS: Yes, sir. My name is William
20 Gorham, Jr. I should say William Gregg Gorham,
21 because I was a Gregg before my mom got married.

22 THE COURT: Sure.

23 THE WITNESS: And address?

24 THE COURT: Yes.

25 THE WITNESS: At that time --

1 THE COURT: What's your address today?

2 THE WITNESS: My address is 1447 -- no. The
3 address today is 1437. That's what the complaint is
4 about.

5 THE COURT: 1437 Venning Road, correct?

6 THE WITNESS: Yes, sir.

7 THE COURT: That's 29464?

8 THE WITNESS: Yes, sir.

9 THE COURT: Got it.

10 DIRECT EXAMINATION

11 BY MS. DeJONG:

12 Q You said your address is 1437 Venning Road?

13 A Yes, ma'am.

14 Q Is that the street number assigned to Lot 1
15 specifically?

16 A Yes, ma'am.

17 Q Generally speaking, though, Lot 1, 2, and 3
18 is on 1447 Venning Road?

19 A Right. That's before.

20 Q Just briefly: What's your education? Did
21 you graduate from high school?

22 A My education, ma'am, was I graduated Wando
23 High School, went -- yes, ma'am, I did.

24 Q And then as far as employment?

25 A Town of Mount Pleasant.

1 Q You worked for the Town of Mount Pleasant?

2 A Yes, ma'am.

3 Q How long did you work for the Town of Mount
4 Pleasant?

5 A 31 years.

6 Q Did you retire?

7 A Yes, ma'am.

8 Q When did you retire?

9 A Okay. My retirement, as I remember, 2013 or
10 '14. It's in that area.

11 Q Have you worked after that date after you
12 retired?

13 A No. I did -- what I did was sell real estate
14 for a couple of months, and then I went back to work
15 part-time.

16 Q Are you employed now?

17 A Yes, ma'am.

18 Q Who are you employed with?

19 A Right now, it's Publix in Daniel Island.

20 Q Thank you so much. Can you tell me how
21 you're related to Harriet Gregg?

22 A That was my great-great-grandmother.

23 Q All right. I'm going to show you the family
24 tree that Defendant has marked as Exhibit 1, just to
25 refresh your memory.

1 A Yes, ma'am.

2 Q Starting with Harriet Gregg, how many
3 children did she have?

4 A Five.

5 Q Which one of those five are you related to?

6 A Agnes Gregg.

7 Q Say it louder.

8 A Agnes Gregg.

9 Q But you skipped a generation. So who's Agnes
10 Gregg --

11 A Leroy Gregg.

12 Q Let me finish my question before you answer
13 so she can take down --

14 A Okay.

15 Q All right. And so Harriet to Leroy Gregg,
16 that would be your grandfather?

17 A Yes.

18 Q Then your mom, Agnes Gregg, is Leroy's
19 daughter?

20 A Yes.

21 Q And you are the child of Agnes?

22 A Yes, ma'am.

23 MS. DeJONG: Do you want me to move this into
24 evidence?

25 THE COURT: I'm going to assume that they're

1 all in evidence unless I hear an objection, okay?

2 MS. DeJONG: Thank you.

3 BY MS. DeJONG:

4 Q Mr. Gorham, we're here today for an adverse
5 possession claim that you wanted filed for Lot 1,
6 correct?

7 A Yes, ma'am.

8 Q I'm going to show you a plat. If you can
9 just please look at it and identify if Lot 1 is on
10 this plat?

11 A Yes, ma'am. Right there, Lot 1.

12 Q So it's on the plat?

13 A Yes, ma'am.

14 Q What book and page is that plat recorded
15 with?

16 A 772.

17 Q The plat book is at the top. Plat book, what
18 number -- or letters?

19 A Okay. EB.

20 Q Page?

21 A 772.

22 Q So is that an accurate portrayal of your
23 understanding of the boundary lines and dimensions of
24 Lot 1? Does that look accurate?

25 A Yes, ma'am.

1 MS. DeJONG: All right. Thank you. So I
2 would like to --

3 THE COURT: Is that Exhibit 4-A?

4 MR. BAKER: That's 4-A, Your Honor, yes.

5 BY MS. DeJONG:

6 Q So, Mr. Gorham, please tell me about this
7 Lot 1. When did you come to reside upon it?

8 A In 2009. That's when -- 2009.

9 Q Explain the circumstances.

10 A Yes, ma'am. What happened is, when my wife
11 and I separated, that's when I started living there,
12 since 2009.

13 Q With regards to when you moved in there --
14 obviously, there was a house on site, correct?

15 A Yes, ma'am.

16 Q Tell me about the house. Did you build the
17 house, or what's the history of the house?

18 A Okay. I did not build the house. The
19 history of the house, like, I went there and did a lot
20 of work to the house and, you know, did -- what it
21 looks like, I wanted to do the --

22 Q Let's get specific. Did you make
23 improvements upon the house after you moved in?

24 A Yes, ma'am.

25 Q With regards to the interior improvements,

1 what improvements did you make?

2 A Yes, ma'am. I did -- like, interior, you do
3 the floors, painting, plumbing. Yes, ma'am.

4 Q Did you pay for these repairs?

5 A Yes, ma'am.

6 Q Did family members, did any of them assist
7 you?

8 A No, ma'am.

9 Q Did you make any exterior improvements?

10 A Yes, ma'am.

11 Q And what exterior improvements did you make?

12 A Roof, AC, continued to do the property,
13 maintenance of the property.

14 Q Explain to the Judge about this Lot 1,
15 because we've got the plat that shows it's adjacent to
16 Lot 2, Lot 3. There's a Lot 4 in the back, which
17 isn't a part of this lawsuit.

18 A Right.

19 Q Is this, like, what I would call a family
20 compound?

21 A Yes, ma'am.

22 Q So who lived on the lots surrounding you?

23 A Ma'am?

24 Q Who lived in those lots surrounding you?

25 A My aunts Victoria Manigault and Rosalee Gregg

1 and also Robert Gregg, Sr. That's the three.

2 Q Lot 4, who lived on Lot 4?

3 A Lot 4, we don't have anything to do with
4 Lot 4. Lot 4, I don't have anything to do with Lot 4.
5 Just 1, 2, and 3.

6 Q With regard to -- there's a lot of family
7 members during the years.

8 A Yes, ma'am.

9 Q Did other family members come to these lots
10 and your lot to visit and so on?

11 A Yes, ma'am.

12 Q So they were aware that you were living in
13 that house and making improvements?

14 A Yes, ma'am.

15 Q And were they aware that you planned to make
16 that your permanent residence?

17 A Yes, ma'am.

18 Q One of the questions here is about who owns
19 the property, if there was any legal owner to the
20 property. Do you know the answer to that?

21 A At that time, I don't know nothing about
22 who's owned the property, because the deed never went
23 to probate court. No, ma'am, I don't know.

24 Q Have you ever seen a deed that shows somebody
25 owns that land?

1 A No, ma'am, I didn't.

2 Q Did you ever see a deed from Robert Gregg or
3 to Robert Gregg, Sr.?

4 A No, ma'am.

5 Q Who did you think owned the land?

6 A Ma'am?

7 Q Who did you think owned that land?

8 A My understanding, from my family tree was,
9 like, Harriet Gregg; that's my granddaddy's sister.
10 And from what people said, what the family said --

11 MR. BAKER: Objection, Your Honor. He has to
12 testify what he knows of his own personal knowledge,
13 not what other people said.

14 THE COURT: Just tell me what you know about
15 how the property came to be.

16 THE WITNESS: I couldn't answer that, sir.

17 BY MS. DeJONG:

18 Q So during that time, you claimed that
19 property as your own?

20 A Yes, ma'am.

21 Q Did your family know that you were claiming
22 that property as your own?

23 A Yes, ma'am.

24 Q Did there come a time where Robert Gregg,
25 Sr., or Robert Leroy Gregg sought to evict you from

1 the property?

2 A Yes, ma'am.

3 Q Can you tell me about that?

4 A I think back in -- I can't give you a correct
5 figure. I think it was 2014. That's when we went in
6 front of the Judge then, Judge Lynn.

7 Q Let me show you -- Mr. Gorham, can you just
8 please look at this letter from Mr. Baker and just
9 recite the case numbers that you see.

10 There were two eviction actions against you?

11 A Yes, ma'am.

12 Q All right.

13 A Case No. 2020-CV-10-11100367.

14 Q And that --

15 A And the next case number: Robert Gregg and
16 Franklin James Gregg, Case No. 2020-CV-10-11100369.

17 Q In these two lawsuits, they sought to evict
18 you from Lot 1?

19 A Yes, ma'am.

20 Q What happened when you went to court; do you
21 recall?

22 A As I remember, ma'am, Judge Lynn --

23 Q Say that louder, please.

24 A Judge Lynn said --

25 Q Judge Lynn or Leonard?

1 A Lynn. Judge Lynn, he said, I had most, like,
2 interest in the property and the house since I
3 contributed to the house and the property. At that
4 time, there was no deed that he could show. That's
5 what Lynn said. There was no deed at that time.

6 So what I did, I contributed to the house and
7 the property and so on. That's why he said he
8 couldn't evict me to the house -- evict me out of the
9 house, because of that.

10 Q Did Judge Lynn say he could not evict you?

11 A He could not evict me.

12 Q Is it your understanding that it was heirs'
13 property? Was that part of the --

14 A Yes, heirs' property also.

15 Q -- decision?

16 A Yes, ma'am.

17 MS. DeJONG: That, he doesn't have. So that
18 would be Exhibit A.

19 THE COURT: Call this Plaintiffs' No. 1?

20 (Plaintiffs' Exhibit No. 1 marked.)

21 MS. DeJONG: This is a letter from Mr. Baker
22 to the Judge agreeing that he does have some interest
23 in the property, and that he agrees to have those two
24 eviction actions dismissed.

25 THE COURT: Okay.

1 MR. BAKER: That's correct.

2 MS. DeJONG: Then attached is a Notice of
3 Motion and Motion to Dismiss, which is filed by John
4 Dodds, Mr. Gorham's attorney at that time.

5 THE COURT: Okay. And the date on that is
6 what?

7 MS. DeJONG: The motion -- well, hold on.
8 Motion to Dismiss is dated October 26, 2020.

9 THE COURT: Okay.

10 MS. DeJONG: Subsequently, the two actions
11 were dismissed.

12 BY MS. DeJONG:

13 Q So to reiterate: You were not evicted from
14 the property on Lot 1?

15 A No, ma'am, we didn't.

16 Q All right. Did you ever have Robert Gregg,
17 Sr. into your home?

18 A He visit many times.

19 Q Did he ever say, "This is my property. This
20 is my house"?

21 A No, ma'am.

22 Q Did you have a good relationship with him?

23 A Yes, ma'am.

24 Q Did he ever mention any deeds?

25 A I don't know nothing about any deeds. No,

1 ma'am, he didn't.

2 Q Did any family member ever tell you that
3 Robert Gregg, Sr., may have owned the property?

4 A No, ma'am.

5 MS. DeJONG: All right. I have no further
6 questions.

7 MR. BAKER: Okay.

8 MS. DeJONG: I'm so sorry.

9 BY MS. DeJONG:

10 Q Have you lived on that property continuously
11 for the past ten years?

12 A I think it's, like, 2014 or '15, six, seven
13 years.

14 Q You said you moved in permanently in 2009?

15 A 2009.

16 Q 9 plus 10 is what?

17 A 19.

18 Q So have you lived on the property longer than
19 ten years?

20 A Yes, ma'am.

21 Q Have you lived there continuously?

22 A Yes, ma'am.

23 Q You never moved out and come back? You've
24 lived there the whole time?

25 A I was there the whole time until I got

1 married in 2002 and separated in 2009.

2 Q And you've been in that house continuously
3 ever since?

4 A Yes, ma'am.

5 MR. DeJONG: All right. No further
6 questions.

7 CROSS-EXAMINATION

8 BY MR. BAKER:

9 Q Good morning, Mr. Gorham. How are you doing,
10 sir?

11 A Doing good.

12 Q Now, your mother was Agnes; is that correct?

13 A Agnes Annabelle Gregg, yes, sir.

14 Q And unfortunately, she passed as a young --
15 at a very young age?

16 A Yes, sir.

17 Q And you were little?

18 A Yes, sir. I don't remember.

19 Q You were very young, and you don't remember
20 her?

21 A Yes, sir.

22 Q Okay. Now, your mother and Robert Leroy
23 Gregg, who's here today, they were brother and sister;
24 is that correct?

25 A Yes.

1 Q So you and Robert are first cousins?

2 A Yes, sir.

3 Q This house that you now live in, okay?

4 A Yes, sir.

5 Q Do you know of your own personal knowledge,
6 not what somebody told you --

7 A Yes, sir.

8 Q Do you know of your own personal knowledge
9 who built that house?

10 A My answer to you, Mr. Baker, is it was a
11 family tree, my grandma, Alan, Eddie, and so forth.
12 And you've got -- Mr. Gadsden back there, he helped.
13 Robert and Mr. Gadsden worked together, brick mason
14 together, did brick-mason work together.

15 Q But do you agree that your late uncle Robert
16 contributed a lot of work, a lot of labor, and bought
17 a lot of materials to build that house?

18 A The materials came from my grandma. My
19 grandma bought all the materials.

20 Q Do you know that of your own personal
21 knowledge?

22 A That's what my family said.

23 MR. BAKER: I move that that answer be
24 stricken.

25 THE COURT: Granted.

1 THE WITNESS: That's what my family said.

2 BY MR. BAKER:

3 Q And that house was built for your grandmother
4 Louise?

5 A That's her house.

6 Q And she lived there until she died in 1996;
7 would you agree with that?

8 A I can't remember when she died.

9 Q That's fair enough.

10 A But she lived there.

11 Q All right. Now, at the time that your
12 grandmother died, you had an uncle named Jesse --

13 A Yes, sir.

14 Q -- who y'all called Eddie.

15 A Yes, sir.

16 Q And Jesse or Eddie was living in the house
17 with her when she died; is that correct?

18 A Yes, sir.

19 Q Okay. And as you testified earlier, when you
20 and your wife separated 2009, you came to live there
21 with Uncle Eddie in the house?

22 A Yes, sir.

23 Q Who suggested --

24 A Prior to that, I was there, prior -- before I
25 got married.

1 Q No, I understand that. I fully understand
2 that.

3 A Okay.

4 Q Now, but didn't your uncle Robert, who you
5 called Robert Melvin, wasn't he the one that suggested
6 that you move into the house with Uncle Eddie when you
7 and your wife separated and didn't have a place to
8 stay?

9 A No, sir.

10 Q That's not true?

11 A That's not true, because I was there before I
12 got married. So why did he say that?

13 Q I'm saying: 2009, when you and your wife
14 separated, did your uncle Robert not suggest that you
15 move into the house?

16 A He never say nothing.

17 Q He never said that?

18 A (Shakes head.)

19 Q Okay.

20 MR. BAKER: Your Honor, I'm going to hand you
21 the original deposition of Mr. Gorham.

22 THE COURT: Okay.

23 BY MR. BAKER:

24 Q Now, you indicated that you lived there in
25 2002?

1 A I got married in 2002.

2 Q But you said --

3 A I was living there all my life.

4 Q Did you ever live with your grandmother?

5 A Yeah.

6 Q Do you remember I took your deposition that
7 was done virtually on November 16, 2021?

8 A Yes, sir.

9 Q Now, I'm going to direct you to Page 7,
10 Line 1. And I asked you the question: "Did you ever
11 live in the house with your grandmother?"

12 A Yes.

13 Q What was your answer in that deposition?

14 A No, sir.

15 Q Read the whole thing.

16 A Okay.

17 Q "No, sir, I never did. I visited her a
18 couple times and stayed there, but I never lived
19 there."

20 A Uh-huh.

21 Q Is that what you said back then at your
22 deposition?

23 A I might have made a mistake, but I did live
24 there.

25 Q Is that what you said at your deposition that

1 you never lived there, that you stayed there but never
2 lived there?

3 A Right.

4 Q Okay. All right. Now, you said, in your
5 deposition -- well, if I understand you, you said that
6 you moved in, in 2009, on a permanent basis; is that
7 right?

8 A Say that again, sir?

9 Q Did you move in the house on a permanent
10 basis in 2009?

11 A Yes, sir.

12 Q Okay. I'm going to direct you to Page 8 of
13 your deposition. I'll get it for you.

14 A I got it right here.

15 Q You got Page 8? All right. And let's go to
16 Line 18: "All right. So let me ask you this
17 question: When you moved in, in 2009, you said that
18 you lived with Uncle Jesse?" What was your answer?

19 A No, sir.

20 Q "I left in -- well, I was coming back and
21 forth, spent the night or something." Is that what
22 you said at your deposition?

23 A Yes, sir, I did.

24 Q Okay. On Page 49, Line No. 2, my question
25 was: "Okay. And you lived in the house with Uncle

1 Jesse until he died in 2014?"

2 A Yes, sir.

3 Q What was your answer?

4 A No, sir.

5 Q All right. And you further said, "I did not
6 live in the house with him when he died. I was coming
7 back and forth to check on him. I spent some time
8 with him, but I never lived in the house during that
9 time. But then when he dead, when he passed away,
10 that's when I really moved into the house." Is that
11 what you said?

12 A Okay, yes. When I went back -- when I said
13 "back and forth," that's meaning I got married, and I
14 went to check on him. That's where "back and forth"
15 came from.

16 Q I'm not going to argue with you. But you did
17 say, "When he passed away, that is when I really moved
18 into the house"?

19 A Yes, sir.

20 Q And he didn't pass away until 2014; is that
21 correct? Just answer yes or no.

22 A Yes, sir.

23 Q Okay. Who lives in the house with you now?

24 A My brother Franklin Gregg and his son Daquan.

25 Q Johnson is his last name?

1 A Yes, sir.

2 Q All right. And you would agree with me that
3 you and your late uncle Robert, who's my client's
4 father -- who you refer to you as Robert Melvin; is
5 that correct?

6 A Yes, sir.

7 Q Y'all had a very loving relationship?

8 A Yes, sir.

9 Q Is that correct?

10 A Yes, sir.

11 Q Okay. Now, I'm going to ask you again:
12 There's no question that you didn't have a place to
13 stay when you and your wife separated; is that
14 correct?

15 A I always had a place to stay, sir.

16 Q After you and your wife separated?

17 A Yes.

18 Q Where was the place you had to stay?

19 A 1437.

20 Q All right. Let me ask you one question. Go
21 to Page No. 27 of your deposition.

22 A (Complies.)

23 Q Let me ask you before you look at that page.
24 I'm going to ask you again: Are you certain your
25 uncle Robert did not suggest to you that you move in

1 the house when you separated?

2 A I don't recall, sir.

3 Q Let's go to Page No. 27 of your deposition.

4 A (Complies.)

5 Q Line 13, my question was: "Did your uncle
6 Robert suggest to you that you move in with your uncle
7 Jesse when you and your wife got a divorce?" What was
8 your answer?

9 A Yes, sir.

10 Q Okay. All right. Now, let me ask you this
11 question, talking about the house.

12 A Yes, sir.

13 Q Didn't you always recognize that the house on
14 Lot 1, 1437 Venning --

15 A Yes, sir.

16 Q -- didn't you always recognize that that
17 house was not only your house but it was your uncle
18 Robert's house too?

19 A Not as I recall, because like I say, he
20 helped -- I mean, we all contribute to the house.
21 Really, there was no deed at that time. So Robert
22 didn't own that house.

23 Q But did you recognize that he did have an
24 ownership interest in the house?

25 A No, sir.

1 Q You did not?

2 A No, sir.

3 Q Let's go to your deposition on Page 11.

4 THE COURT: The word was "contributed,"
5 right? "We all contributed"?

6 MS. DeJONG: Thanks.

7 BY MR. BAKER:

8 Q Did you contribute money to the construction
9 of the house? Was that your testimony?

10 A Yes, sir.

11 Q Huh?

12 A Yes, sir.

13 Q How old were you when that house was built?

14 A Lots of money.

15 Q Did you do any physical work on the house
16 when it was being built?

17 A I helped with the expenses.

18 Q I thought you said your grandmother paid for
19 the --

20 A Again, sir, I said we all helped her. All
21 the family helped, all family.

22 Q Okay. All right. Look at your deposition on
23 Page No. 11.

24 A (Complies.)

25 Q Okay. Line No. 23: "Did you ever force

1 him," meaning your uncle Robert, "out of the house?"

2 What was your answer?

3 A I cannot force him out of the house. I
4 cannot force him out of the house. I cannot do that.
5 No, I never did.

6 Q But you also said, "that's part of his house
7 too." Isn't that what you said on Line No. 20?

8 A 20 or 23?

9 Q Line 25.

10 A 25.

11 Q Or 24 and 25.

12 A I don't recall.

13 Q Let's read the answer.

14 A Okay.

15 Q Do you agree, at your deposition, you said,
16 "I can't force Robert out the house because that's --
17 that's part of his house too"?

18 Continuing onto Page No. 12: "He could have
19 moved in the house with us, but he didn't want to, so
20 I couldn't do that." Right?

21 A That's what I said. If you want to move in
22 the house with us, that's fine. He could do it. I
23 ain't got no problem with that.

24 Q And you never prohibited your uncle from
25 coming to that house?

1 A Never did, no, sir.

2 Q And when he came there, you never asked him
3 to leave the house?

4 A No, sir, I never did.

5 Q Okay. Now, tell me this: Are you trying to
6 tell this Court that you're the only person that owns
7 this house now?

8 A Right now, sir, speaking, yes, because I
9 got -- I thought I had squatter's rights to the house,
10 to the property, and what I contribute to the house
11 and the property.

12 Q What do you consider to be squatter's rights?

13 A Squatter's right is, like -- because my mom,
14 my mom's portion, because my mom, Agnes Gregg,
15 portion.

16 Q Would you agree with me that your
17 understanding of squatter's rights -- all right.

18 Let's go to Page 23, Line 2. My question:
19 "Okay. Tell me about those, you know, squatter's
20 rights. What kind of squatter's rights do you have on
21 that property." What was your answer?

22 A "Because when my mom passed away, she didn't
23 sign on the deed."

24 Q She didn't sign on the deed.

25 Question on Line 7: "All right. And

1 therefore, you have -- and so therefore, you have a
2 legal interest in this property?" What was your
3 answer?

4 A "That's right."

5 Q Question: "Along with your brothers?"

6 A "Yes, sir."

7 Q Okay. "And along with your late uncle?"

8 A "Yes, sir."

9 Q Your answer was "Yes, sir"; is that correct?

10 A Uh-huh.

11 Q So you do agree your uncle had an interest in
12 that house because he was family?

13 A Yeah. Yes, sir.

14 Q Is that your answer?

15 A More -- yes, sir, right there. That's what I
16 said.

17 Q I'm asking you now.

18 A Okay.

19 Q What is your position today? Did your late
20 uncle Robert, did he have an interest in 1437 Venning
21 Street, along with you and your brothers?

22 A Yes, sir.

23 Q And then I asked you -- let me ask you this
24 question: What is the basis of your claim of
25 ownership in the property?

1 A Okay. Go back again to my mother, squatter's
2 rights, what I -- upgrade the property, upgrade the
3 house. That's what I have.

4 Q So do you agree with me that your claim of
5 ownership to the property --

6 A Squatter's right.

7 Q -- is solely because of the fact that you are
8 an heir of your mother; is that correct?

9 A Yes, sir.

10 Q That's accurate?

11 A Yes, sir.

12 Q That's your sole basis of your claim of
13 ownership of this property? Yes?

14 A Yes, sir, my mother, because of my mother.

15 Q Okay. All right.

16 THE COURT: Was that somewhere other than
17 Page 23?

18 MR. BAKER: Yes, sir. No. That's on
19 Page 29, Judge. I'm sorry.

20 THE COURT: Okay.

21 MR. BAKER: Lines 5 through 7.

22 THE COURT: Got you. Okay. Thank you.

23 BY MR. BAKER:

24 Q Now, you had been paying taxes on this
25 property up to the last two years?

1 A Yes, sir.

2 Q And your cousin Robert Leroy -- Robert Leroy
3 Gregg, he paid the taxes in 2021 and 2022?

4 A You're confusing me with "Robert."

5 Q Robert Leroy.

6 A I call him Cory.

7 Q Let's call him Cory.

8 Let's get one thing straight: Unfortunately,
9 Uncle Robert Melvin died?

10 A Yes, sir. That's his daddy.

11 THE COURT: He died in 2020; is that what I
12 understand?

13 THE WITNESS: The past two years, something
14 like that.

15 BY MR. BAKER:

16 Q Did Corey pay the taxes for the tax years
17 2021 and 2022?

18 A Yes, sir. Reason being because my brother
19 was there. I was paying tax forever on that house,
20 upgrade the house, paying the taxes on the house.
21 '21, that's when I went to pay the tax, and I paid my
22 portion.

23 My brother's there, don't chip in. So when I
24 got the letter and went back to pay his half,
25 Corey went down there. I don't know nothing about it.

1 I went down there to pay his half. The clerk told me
2 somebody went and came and paid my brother's half. So
3 I was going to pay his half too.

4 Q You recognize it was your responsibility and
5 your brother -- who's the brother that lives with you?

6 A Franklin, yes, sir.

7 Q -- that it was the obligation of you and
8 Frankie to pay those taxes because you live there with
9 him?

10 A Yes, sir. He didn't do his portion. I take
11 his portion.

12 Q But Corey paid both portions for y'all in
13 2021 and 2022?

14 A Yes, sir. Like I said, again, when I went to
15 pay his half in '21, he went down there -- I didn't
16 know anything about it. When I went to pay my
17 brother's half, he went down there to pay, and I
18 didn't know. I asked the clerk and said, "Who paid?"

19 He said, "Robert Leroy Gregg."

20 I said, "I know him by Corey Gregg." But
21 that's what I'm saying, always saying Leroy -- always
22 confusing me when saying, "Robert Leroy Gregg."
23 That's not his name. His name is Robert Corey Gregg.

24 Q All right. But you do recognize that you owe
25 him that money back for the taxes he paid for those

1 two years, Corey?

2 A Yes, sir. But there's a reason why. He's
3 going to evict me out of the house. That's one of the
4 reasons why I didn't pay for '20 and '21, because he
5 was trying to evict me out of the house. And why
6 continue paying it? He was trying to evict me out of
7 the house.

8 Q Let me ask you one question: Why did he file
9 those eviction actions? Why did his dad -- the first
10 eviction action was filed by his dad; is that correct?

11 A Yes. And the second one, him.

12 Q And why did his daddy file that eviction
13 action?

14 A Why his daddy filed it?

15 Q Uh-huh.

16 A Because he never helped pay taxes from the
17 time he was living to the time of his death. Rosalee,
18 Eddie, and my uncle -- Rosalee, Victoria, and my uncle
19 Eddie, they was paying the tax on that house forever.
20 Robert never contributed to nothing. When they ask
21 Robert to do something, Robert want to charge to do
22 something. Robert never paid taxes.

23 Q You're not answering my question. Why did
24 your uncle Robert Melvin file an eviction action
25 against you and your brother in 2020?

1 A Why did he file eviction?

2 Q Why did he file the eviction action?

3 A For me and my brother?

4 Q Uh-huh.

5 A I really don't know the answer.

6 Q Let me ask you this question: Isn't that the
7 time that an unfortunate event occurred with your
8 brother's son or grandson Daquan Johnson improperly
9 touching Corey's son?

10 A Going back to that, the reason why I didn't
11 answer the question, because that's not my judgment.
12 I didn't have anything to do with that.

13 Q Didn't your uncle and Corey come to see you
14 and your brother, and they asked your brother and
15 his --

16 A Corey came.

17 Q Corey came.

18 A But not Robert.

19 Q And he asked your help to get your brother
20 and Daquan out of the house because of what Daquan had
21 done to Corey's son; isn't that true?

22 A It never happened to that house. It happened
23 to Corey's house.

24 Q I understand. Okay. But he did ask for your
25 help, right?

1 A Who asked me for help?

2 Q Corey, to get your brother and Daquan out of
3 the house.

4 A No, sir. I can't answer that, sir.

5 Q He didn't?

6 A I can't answer that, sir.

7 Q And he never came a second time and asked for
8 your help?

9 A The only time he went to see Corey is when my
10 uncle passed away. He never come by. He never do
11 anything or whatever. The only time he saw Corey,
12 that's when his daddy passed away. That's the only
13 time he been coming to see him.

14 MR. BAKER: I don't have any further
15 questions.

16 THE COURT: Anything in response?

17 MS. DeJONG: Yes.

18 REDIRECT EXAMINATION

19 BY MS. DeJONG:

20 Q Mr. Gorham, in regards to anybody, but we can
21 talk about your brothers, Franklin and Michael, did
22 they live in your house as your guests?

23 A I mean, they lived there. I mean, they -- if
24 he didn't have anyplace to go, so yes, he came in
25 there, yes, ma'am.

1 Q As your guest?

2 A Yes, ma'am.

3 MS. DeJONG: No further questions.

4 THE COURT: That was which brother?

5 THE WITNESS: Frankie.

6 MS. DeJONG: I think Mr. Baker mentioned

7 Michael, though; that's why I asked about both.

8 THE COURT: He's living there now?

9 MR. BAKER: No.

10 THE COURT: No, he's not there? Okay. Lived
11 at the house.

12 THE WITNESS: Who's not living there?

13 THE COURT: Frankie?

14 THE WITNESS: Yes, sir, but not Michael.

15 MS. DeJONG: Can't get rid of them. Got this
16 lawsuit going on. Can't evict them until the heirs
17 are figured out.

18 THE COURT: Hold on one second. You had made
19 reference to the time period of 2014. There was no
20 eviction action brought in 2014?

21 THE WITNESS: No, sir.

22 THE COURT: 2014 is when your uncle Eddie
23 died; is that right?

24 THE WITNESS: Yes, sir.

25 THE COURT: Okay. And Eddie was living in

1 the house?

2 THE WITNESS: Yes, sir.

3 THE COURT: When did your grandmother Louise
4 die?

5 THE WITNESS: I can't answer that, sir.

6 THE COURT: You don't know?

7 THE WITNESS: I don't know, because I was
8 younger.

9 THE COURT: Okay.

10 MS. DeJONG: We don't know.

11 THE WITNESS: Yeah.

12 THE COURT: I was trying to figure that time
13 frame out. Did you -- where did you grow up?

14 THE WITNESS: Right there in that house.

15 THE COURT: Right there in that house?

16 THE WITNESS: Yes, Your Honor.

17 THE COURT: So who lived in that house when
18 you were growing up?

19 THE WITNESS: That was my mom's house.

20 THE COURT: Your mom was?

21 THE WITNESS: Louise Gregg.

22 THE COURT: Louise?

23 THE WITNESS: Louise Gregg.

24 THE COURT: No, that was your grandmother.

25 THE WITNESS: I'm sorry. That's my grandma.

1 THE COURT: That's right. Your mama died
2 young, right?

3 THE WITNESS: My mama died when I was young.

4 THE COURT: Your mama died young. You lived
5 with your grandma?

6 THE WITNESS: Yes.

7 THE COURT: And who else lived in the house?
8 Your brothers?

9 THE WITNESS: No.

10 THE COURT: No? They weren't there?

11 THE WITNESS: No, sir.

12 THE COURT: Who lived in that house when you
13 were a child and lived in that house?

14 THE WITNESS: It was my mom, Eddie, and
15 myself.

16 MR. BAKER: Your mom?

17 THE WITNESS: Not my mom.

18 THE COURT: You refer to your grandmother as
19 your mom?

20 THE WITNESS: Right. Louise is my mom,
21 because that's the only mom I know. She born and
22 raised. That's the only mom I know.

23 THE COURT: So your grandmother Louise, you
24 call mom?

25 THE WITNESS: Yes.

1 THE COURT: Your uncle Eddie and yourself?

2 THE WITNESS: Yes.

3 THE COURT: And you're the youngest of the
4 three brothers?

5 THE WITNESS: Yes, sir.

6 THE COURT: Okay. All right. And you lived
7 there from as far as you remember to what age?

8 THE WITNESS: Yes, sir. I lived there
9 forever until I got married.

10 THE COURT: So when you got married is when
11 you moved out of the house?

12 THE WITNESS: Right. In 2009, I came back.

13 THE COURT: 2002, you got married?

14 THE WITNESS: Yes, sir.

15 THE COURT: 2009, you came back to the house?

16 THE WITNESS: Yes, sir.

17 THE COURT: When you went back to the house
18 in 2009, who was in the house then?

19 THE WITNESS: Just Eddie.

20 THE COURT: Just Eddie? Because your grandma
21 had died?

22 THE WITNESS: She had passed away.

23 THE COURT: She died during the time you were
24 out of the house and married?

25 THE WITNESS: Yes, sir.

1 THE COURT: And Eddie lived another five
2 years. Was he in bad health? What was going on with
3 him?

4 THE WITNESS: He had cancer.

5 THE COURT: He had cancer?

6 THE WITNESS: Yes, sir.

7 THE COURT: Did you help take care of Eddie?

8 THE WITNESS: Yes, sir.

9 THE COURT: Were you with him when he died?

10 THE WITNESS: I think I was at work.

11 THE COURT: You were still at the Town of
12 Mount Pleasant at the time?

13 THE WITNESS: Yes, sir.

14 THE COURT: And when Eddie died is when you
15 moved into the house full-time; is that right?

16 THE WITNESS: Yes, sir.

17 THE COURT: And since you've been living in
18 the house, besides yourself, your brother Frankie had
19 moved in --

20 THE WITNESS: Yes, sir. He moved in for
21 approximately eight years now. He's been with me for
22 eight years now.

23 THE COURT: And his son was in the house?

24 THE WITNESS: Yes, sir.

25 THE COURT: And that was Daquan?

1 THE WITNESS: Yes, sir.

2 THE COURT: And there was a problem between
3 Daquan and Corey's son, as I understand that?

4 THE WITNESS: Yes, Your Honor.

5 THE COURT: Daquan is no longer in the house?

6 THE WITNESS: Yes, he's still there.

7 THE COURT: He's still in the house?

8 THE WITNESS: Yes.

9 THE COURT: I got it. Are they in there with
10 your permission, or are they in there because they
11 need a place to go?

12 THE WITNESS: He didn't have no place to go.
13 When he separated from his wife, he came to the house.

14 THE COURT: Kind of like you.

15 THE WITNESS: Yes, sir.

16 THE COURT: I got you. All right. Any
17 questions, then, from my questions, if you guys have
18 follow-up?

19 MR. BAKER: Yes, sir. I would like to ask
20 some more questions.

21 RECROSS-EXAMINATION

22 BY MR. BAKER:

23 Q Mr. Gorham, if the Judge finds that you do
24 not have exclusive ownership of 1437 Venning --

25 A Yes, sir.

1 Q -- don't you have a house that you can move
2 into?

3 A My sister's house.

4 Q Well, isn't there a house located in Moss
5 Grove Plantation? Isn't that a house that's in your
6 name?

7 A I signed for that. I co-signed for my
8 sister.

9 Q But the house is in your name.

10 A I don't know.

11 Q Are you aware of that?

12 A No, sir. The house -- sister's name. I
13 co-signed for her.

14 MR. BAKER: Okay. That's fine.

15 Just one second, Judge. All right. I'm
16 finally done, I promise.

17 THE COURT: Does Ms. DeJong have anything
18 further?

19 MS. DeJONG: Nothing further.

20 THE COURT: Mr. Gorham, you can step down.

21 THE WITNESS: Thank you, Your Honor.

22 THE COURT: Yes, sir.

23 Was there any other evidence besides this
24 Plaintiffs' 1 that you put in? You made reference to
25 4-A and some other stuff, but there was no other

1 documents that you put in, right?

2 MS. DeJONG: No, sir.

3 THE COURT: All right. Anything further from
4 the Plaintiffs?

5 MS. DeJONG: No, Your Honor.

6 THE COURT: All right. Mr. Baker?

7 MR. BAKER: Your Honor, I would renew my
8 motion that the complaint be dismissed upon the
9 grounds that the testimony shows that Mr. William
10 Gorham owns this property as a tenant in common with
11 his two brothers and with Mr. Robert Gregg.

12 And so that the pleadings can conform to the
13 evidence, I would move that I be allowed to amend my
14 answer to a certain affirmative defense that ouster is
15 not -- adverse possession is not applicable in this
16 case because of the fact that they -- the proper thing
17 that they should have pled was ouster. I would like
18 to add that as an affirmative defense.

19 That being said, by his own testimony that --
20 let's assume he can do adverse possession. I mean,
21 you know, he never kicked his uncle out of the house.
22 He said that the house belonged to his uncle, along
23 with the rest of the family. So he never held the
24 house out to anybody as being his to the exclusion of
25 anybody else. There's no evidence of any adverse

1 possession. He said his uncle was welcome to stay in
2 the house if he wanted to because that was his house.

3 I asked him, "Did you ever prohibit your
4 uncle from coming into the house?"

5 "Oh, no, he was always welcome."

6 "When he got there, did you ever tell him
7 that he had to leave the house?"

8 "No."

9 So if there's any adverse of any kind that
10 began, it was when the eviction was filed in 2020.

11 THE COURT: And you're referring to his uncle
12 Robert?

13 MR. BAKER: Uncle Robert Melvin, who is my
14 client's father.

15 THE COURT: Who is Robert Leroy Gregg, also
16 known as Corey at this point; is that right?

17 MR. BAKER: Right.

18 THE COURT: Mr. Gregg, were you known as
19 Corey in the family

20 MR. R.L. GREGG: Yes. My mom wanted to name
21 me Corey, and my dad wouldn't allow it.

22 THE COURT: I got it. Ms. DeJong?

23 MS. DeJONG: Yes. I've already argued that
24 there are no tenants in common until you make a
25 determination of heirs to find out who are the legal

1 tenants with regard to the property. So I would ask
2 that that part of the motion be denied.

3 I would also ask that Mr. Baker's motion to
4 amend the answer be denied. We're in the middle of a
5 trial. The time to have done that was -- the case has
6 been pending for three years. I would ask that it's
7 too late for that. It's not giving me a chance to do
8 the research, speak to my client, and prepare some
9 kind of response.

10 And with regards to Mr. Baker's motion that
11 he had people living in the house so it wasn't
12 exclusive, he's already testified that they were there
13 as his guests, his family. I don't think that he
14 waived his right to exclusive ownership because he had
15 guests living in his house.

16 THE COURT: Okay. Well, I think that on the
17 issue of amendment, I thought that we had discussed
18 this back in November when we met at the -- I always
19 try to pre-try these cases, so I've got some idea
20 about them. At least my notes for the trial today
21 reflect that this is a partition and an ouster hearing
22 set from the status on November 7th. At least that's
23 what I told my staff, I saw it as.

24 I don't think I even need to go there,
25 because it's clear that he has not adversely possessed

1 this property. I don't think there's any question
2 about that.

3 I think the proper defense in a
4 tenants-in-common case is ouster, and ouster is a much
5 stronger burden to prove than adverse possession. It
6 would appear to me, based upon the testimony of Mr.
7 Gorham today but even more so from his deposition
8 evidence that was replete with plenty of statements
9 about what he claims -- and he claims his ownership
10 was strictly through his mother. He didn't claim it
11 as his own to the exclusion of all others. He claimed
12 that it was through his mother, i.e., it's heirs'
13 property. So I don't think there's any question but
14 the property is heirs' property.

15 On Item No. 1 that you mentioned, the parties
16 had consented to basically what the family tree was.
17 That's why I wanted to get in the record the names of
18 the sisters, because I think they would have had an
19 interest in the property.

20 Now, I noted there's a series of deeds that
21 goes into how we got to where we are. And that's, I
22 assume, on the defense case, because y'all got both an
23 answer and a counterclaim on that issue. But I just
24 don't think between --

25 Adverse possession, you work off an acronym,

1 NAHCET. So it's Notorious, Actual, Hostile,
2 Continuous, and Exclusive for a period of Time; that's
3 the T in NACHAT. And the time period has got to be
4 ten years.

5 Mr. Gorham's testimony is he moved in there
6 in 2009, when he got divorced, but he was not
7 exclusive at the time. He was not hostile at the
8 time. It may or may not have been continuous, because
9 he indicated he was in and out of the house when his
10 uncle Eddie was in the house until he died in 2014.
11 So at the earliest, the clock would have started, even
12 for adverse possession, was 2014.

13 I can't tell from Plaintiffs' Exhibit 1 that
14 Robert Gregg v. William Gorham, Jr., in case 2020
15 ending in 367 in the magistrate court, was he or his
16 father, because apparently, they've got the same name,
17 but that was what the evidence was.

18 The second case was Robert Gregg v. Frankie
19 James Gregg, because he was living in the property.
20 That's 2020 ending in 369. So those cases had to have
21 been brought right simultaneously with each other.

22 Apparently, the father, Robert Melvin Gregg,
23 died at some point in the 2020 time period is the
24 evidence I've got. So six years will never get you to
25 adverse possession. And really, you don't even come

1 close to ouster in this instance, which I think is
2 actually what's required in a leading case.

3 An ouster is the case of Fender v. Heirs of
4 Smashum. That's one that you've got to show that
5 there's an actual turning out of people, and nobody
6 else is allowed in the property. That's especially
7 true when there's tenants in common.

8 So, Mr. Baker, I will grant your motion --
9 I'm going to grant your motion to amend. But I don't
10 even need to go there, because I don't think this
11 adverse possession has even been shown, which I
12 consider to be a lesser -- I don't know if it's a
13 lesser included of ouster, but they're both designed
14 to do the same thing. Ouster is designed to turn out
15 tenants in common. Adverse possession would not
16 require a tenant in common.

17 That's why, when you have tenants in common,
18 folks, that doesn't really matter who pays the taxes,
19 except for contribution, because everybody should pay
20 their proportionate share. And when you have tenants
21 in common, you cannot require them to pay rent.
22 That's kind of what got this whole ball going here,
23 okay? That's what we've got, all right? There's no
24 rent owed. There is some contribution owed for taxes.

25 And, Ms. DeJong, your client may well have a

1 claim for betterments or entitlements or something,
2 but that wasn't pled yet, and it hasn't been
3 foreclosed yet. So we'll have to cross that bridge
4 when we get to it.

5 Based upon that, Mr. Baker, where do we stand
6 with your case?

7 MR. BAKER: I want to move forward on my
8 counterclaim on being able to purchase the interest of
9 Mr. Gorham unless we can stipulate that Mr. Gorham
10 will sell his interest based on the fair market value
11 as you determine.

12 THE COURT: Okay. Why don't y'all take five
13 minutes and chat. Let's come right back, and I'll
14 come out. We'll see if we can get this thing wrapped
15 up.

16 From a witness standpoint, you've got just
17 one?

18 MR. BAKER: Well, I would like to call, so he
19 could leave, Mr. Charles Gadsden first, because I know
20 he's very nervous. He's an unwilling witness. He's
21 family. He made it very clear to me that he does not
22 want to be here. As a result thereof, a subpoena was
23 issued and summons by me that required his presence.
24 So I want the Court to know that.

25 THE COURT: Sure. Y'all take five minutes

1 and chat with each other, chat with Mr. Gadsden, and
2 see if we need to go forward.

3 (Break from 12:06 p.m. to 12:23 p.m.)

4 THE COURT: Mr. Baker.

5 MR. BAKER: Can I call as my first witness
6 Mr. Charles Gadsden?

7 THE COURT: You certainly may. Mr. Gadsden,
8 come on up, sir.

9 CHARLES GADSDEN,
10 having been duly sworn, testified as follows:

11 THE COURT: Thank you, sir. Please give me
12 your full name and address, please.

13 THE WITNESS: Charles Gadsden, 1194 Venning
14 Road, Mount Pleasant, South Carolina 29464.

15 THE COURT: Thank you, sir.

16 DIRECT EXAMINATION

17 BY MR. BAKER:

18 Q Good morning again -- good afternoon,
19 Mr. Gadsden. It's 12:30.

20 A Yes, sir.

21 Q I understand that you're very uncomfortable
22 being here today; is that correct?

23 A I'll say, yes, I am uncomfortable.

24 Q Because these folks are your family?

25 A Oh, yes.

1 Q And you would not appear on a voluntary
2 basis. I had to serve a subpoena that required your
3 appearance in court today; is that correct?

4 A I have it right here, sir.

5 Q Okay. Now, did you know the late Robert
6 Melvin Gregg?

7 A Yes, I do.

8 Q He was the father of my client, Robert Leroy
9 Gregg?

10 A Right.

11 Q Okay. Do you remember when the home was
12 built at 1437 Venning Road that is now occupied by
13 William Gorham and his brother Frankie Gregg and
14 Frankie's son or grandson Daquan Johnson?

15 A The year and date, I cannot answer that.

16 Q I understand.

17 A But I work on the house.

18 Q All right. Who do you work on that house
19 with?

20 A Robert, Sr.

21 Q Robert Melvin, my client's father?

22 A Right.

23 Q All right. And you used to be, I think, in
24 the -- what, you did masonry work?

25 A Brick mason.

1 Q All right. Now, were you aware of the
2 fact -- well, let me ask you this: Were you and
3 Robert Melvin close?

4 A Yeah. We was family. We worked together. I
5 pick him up to take him to work every day on a regular
6 job.

7 Q That's what I'm talking about.

8 A Uh-huh.

9 Q So you were aware of his activities and what
10 he did?

11 A Yes.

12 Q Okay. Did he build the house known as 1437
13 Venning Street?

14 A The blockhouse I work on. Robert did the
15 house. He talked about it before he even put the
16 foundation in. He said, "I'm getting ready to do a
17 house for my mother." And when he got the foundation
18 in and I went there, he asked me to help him. I
19 helped him with the masonry part of the house.

20 Q All right. And after that, did you -- of
21 your own personal knowledge, did Robert Melvin
22 complete the construction of the house?

23 A To where I look at it from back then when we
24 did the masonry part, he did the whole house, phase of
25 it. I can't say exactly who put the shingle on and

1 .who did the woodwork, the plumbing, electrician. But
2 Robert oversees the whole job.

3 MR. BAKER: Okay. That's the only questions
4 I have. Ms. DeJong may have questions, and the Judge
5 may have questions. And then after that, you can
6 leave with the permission of the Court.

7 THE WITNESS: Thank you.

8 MS. DeJONG: Your Honor, I would object to
9 this testimony. I'm not sure how it's relevant.
10 Didn't you already rule on adverse possession?

11 THE COURT: I did. But I do have a question.
12 If you have no questions, I've got --

13 MS. DeJONG: I have no questions.

14 THE COURT: I'm trying to get an idea of when
15 the house was built. '60s? '70s? '80s? '90s? When
16 do you think it was built?

17 THE WITNESS: To tell you the truth, Your
18 Honor, at my age, I've lost numbers.

19 THE COURT: Okay.

20 THE WITNESS: I cannot give you a specific
21 date or year or anything about the house, but I worked
22 on the masonry part of that house.

23 THE COURT: And when you worked on the house,
24 he was building it for his mother --

25 THE WITNESS: That's what I was told.

1 THE COURT: -- Louise, I think it was?

2 THE WITNESS: We call her Auntie Missy.

3 That's my grandfather's sister.

4 THE COURT: You called her what?

5 THE WITNESS: Auntie Missy.

6 THE COURT: Auntie Missy?

7 THE WITNESS: Uh-huh.

8 THE COURT: That's your grandfather's sister?

9 THE WITNESS: Uh-huh.

10 THE COURT: That's how y'all are related?

11 THE WITNESS: Yes.

12 THE COURT: Did y'all do it in your spare
13 time, or did y'all do it full-time for work?

14 THE WITNESS: We did it in spare time, like
15 on a Saturday and a Sunday, like, work. I remember he
16 told me, "Help me get everything top out."

17 I said, "Top out, that's making them scaffold
18 high to the height of the house."

19 He said, "Don't worry about the step.
20 Everything else goes on the ground. I'll do it myself
21 in the afternoon or on the weekend." And he did.

22 THE COURT: So your work was only conveyed --

23 THE WITNESS: Help him put the block on the
24 house.

25 THE COURT: And to your knowledge, did your

1 aunt Missy Louise Gregg live in the house?

2 THE WITNESS: Yes, she lived there.

3 THE COURT: Did you ever visit her when she
4 lived --

5 THE WITNESS: I have, because I had to go
6 there to get Robert every morning and bring him back
7 in the afternoon.

8 THE COURT: Robert was living in the house,
9 as well?

10 THE WITNESS: Back then, Robert had the house
11 on the side.

12 THE COURT: Okay. He lived in the house with
13 his mother?

14 THE WITNESS: Robert?

15 THE COURT: Yes.

16 THE WITNESS: I never remember him living in
17 that house with his mother.

18 THE COURT: He lived over to the side?

19 THE WITNESS: Uh-huh.

20 MR. BAKER: Judge, there were two houses on
21 Lot 3. The aunt still lived in one house. That was
22 the original family compound, and Robert Melvin built
23 his own little house next to it.

24 THE COURT: All right. Mr. Gadsden, I've got
25 no questions, no further questions. You're free to go

1 if you'd like to leave. All right?

2 THE WITNESS: I'll just sit it out.

3 THE COURT: We're glad to have you.

4 MR. BAKER: I would like to call -- before I
5 call the witness: Judge, we do have an agreement on
6 the exhibits. Ms. DeJong has objected to Exhibit 3,
7 which is a survey from Forrest Calvert of how the
8 property looked before they were reconfigured after
9 the exchange with Mr. Chavis. That's not relevant, so
10 I'll just withdraw that as an exhibit.

11 THE COURT: Matter of public record or not?

12 MR. BAKER: Yes, it's a matter of public
13 record.

14 THE COURT: Not really relevant to our
15 inquiry?

16 MR. BAKER: No. Now, as I told you, the
17 heirs, Louise Gregg's children and, really, I think,
18 Harriet Gregg's child Henrietta Fishburn, they all
19 conveyed their undivided interest to what we call
20 Robert Melvin Gregg. Those deeds are Exhibits 6, 7 --
21 it's only 6 and 7. I also checked 8, but I don't --

22 MS. DeJONG: It is, 6, 7, and 8.

23 MR. BAKER: All right. And I'll let
24 Ms. DeJong -- anyway, we co-admit these into evidence
25 subject to legal argument that Ms. DeJong is going to

1 bring to the Court.

2 THE COURT: Okay.

3 MR. BAKER: And so I think that those -- that
4 these deeds, 6, 7, and 8, confirm that my client's
5 father acquired the interest of all the family members
6 except of William Gorham, Frankie Gregg, and Michael
7 Gregg. And so I'll now let her make her arguments as
8 to why they should not be admitted -- as to why
9 they're not valid, and then I'll respond to that.

10 THE COURT: All right. Okay. Ms. DeJong?

11 MS. DeJONG: Yes, Your Honor. So with regard
12 to Exhibits 6, 7, and 8, these are deeds. In each
13 one, there's a recitation and a whereas clause on the
14 first page as to the people that are conveying their
15 interest. In each one, these heirs are saying that
16 they are the sole heirs of Harriet. In kind of the
17 same paragraph for Leroy Gregg, Sr., they're swearing
18 that they're the sole heirs for him.

19 Then, if you turn the page to where they sign
20 and swear under oath that this is true, they are the
21 sole heirs. I'm going to request that the Judge find
22 these deeds defective and invalid, because in each of
23 these three deeds, first with Harriet Gregg,
24 Henrietta, Agie, Leroy, Fanny Mae, Thelma swear
25 they're the sole heirs. They left out one of her

1 children. Harriet Gregg had James Gregg as a child.
2 He's completely left out of this deed, all three
3 deeds. Three chances they had to set the record
4 straight. And the family tree is the one that Mr.
5 Baker submitted and that I concur is accurate.

6 THE COURT: Which child or which heir are you
7 claiming is not in this list?

8 MS. DeJONG: They did not include for Harriet
9 Gregg that James Gregg also had an interest in
10 Harriet's estate. They don't mention him when they
11 recite the family tree in that first whereas clause.

12 THE COURT: James Gregg is omitted?

13 MS. DeJONG: He's omitted, and they swore
14 that they were the sole heirs. And then the second
15 paragraph --

16 THE COURT: Let me stop you there. Do you
17 know whether he was alive or dead at the time of the
18 conveyance?

19 MS. DeJONG: Well, he was alive when Harriet
20 passed. He passed away -- I have 1975 or 1976, after
21 she passed.

22 MR. BAKER: Which heir was that, you said?

23 MS. DeJONG: James Gregg.

24 MR. BAKER: James?

25 MS. DeJONG: James, yes.

1 THE COURT: When did Harriet die?

2 MS. DeJONG: Harriet died in 1958.

3 THE COURT: So ten years after she got the
4 deed?

5 MS. DeJONG: Yes, when she got the deed from
6 Matilda Venning.

7 THE COURT: You told me James Gregg died in
8 '76?

9 MS. DeJONG: '75, '76, Your Honor.

10 THE COURT: What's the date on the deed?

11 MR. BAKER: 1976.

12 THE COURT: '76?

13 MR. BAKER: Yes, sir.

14 THE COURT: Do you know whether or not they
15 were done before or after?

16 MS. DeJONG: No, I have no idea. I didn't
17 file the counterclaim to determine heirs. I don't
18 know.

19 THE COURT: Okay.

20 MS. DeJONG: The second whereas clause in
21 each of the three deeds there recites Leroy Gregg died
22 intestate and list his widow and children, and they
23 swore that they were the sole heirs. They left out
24 Mr. Gorham's mother, Agnes, Agnes A. Gregg. They left
25 her out. They left the three sons out. When she

1 passed, they left the three sons out: William Gorham,
2 Franklin Gregg, and Michael Gregg. They left them
3 out.

4 So I'm just saying that because they omitted
5 these heirs whether they passed or not, because they
6 did put in the three deeds that Jesse Eddie Gregg had
7 passed and named his two children, Fanny Murray and
8 Thelma Murray. They didn't do that for Leroy Gregg's
9 child.

10 THE COURT: How are you prejudiced by the
11 omission of your progenitor and your clients? How
12 would you be prejudiced?

13 MS. DeJONG: Because it changes the
14 percentage of ownership for my client. If you take
15 these deeds as valid, even though they're defective,
16 Robert Gregg, Sr., and then Robert Leroy are going to
17 get a larger percentage, according to Mr. Baker, than
18 if these are thrown out and we just go with the
19 intestate law and intestate succession.

20 THE COURT: I got you. But had she been
21 named and had she signed, they would have no interest
22 in the property, right?

23 MS. DeJONG: True. But it's not even if she
24 signed. It's just they didn't even mention her. If
25 you're going to file something and swear under oath

1 for the deed, you should at least make sure that it's
2 accurate, especially when we're in a courtroom right
3 now deciding who gets what.

4 THE COURT: Mr. Baker, you want to respond to
5 that?

6 MR. BAKER: Your Honor, let me say that
7 you've practiced law for a long period of time. How
8 many times has the recitation of a family history been
9 accurate on deeds, particularly when they're not in
10 probate of the estate? I think they did a pretty
11 doggone good job myself, because they've got almost
12 everybody's name down. And I don't know that a
13 recitation and then when you sign the deed constitutes
14 you swearing under oath.

15 But the intention of the family members that
16 signed these deeds, the genuineness of their
17 signatures are not being questioned. Their intent was
18 to convey any right, title, interest they had in this
19 property to Robert Gregg. And that's what they did.
20 And I think that they're valid, and I don't see how
21 Ms. DeJong can get around that, because it was their
22 intent to convey their right, title, interest, and
23 they did it.

24 THE COURT: Those people who have signed
25 conveyed their right away?

1 MR. BAKER: Yes, sir.

2 MS. DeJONG: I think that was their intent.
3 I also think it was their intent to cut out Agnes A.
4 Gregg's inheritance and to cut out James Gregg's heirs
5 and inheritance. They're omitted three times. This
6 family tree is not that big.

7 THE COURT: That's why I keep saying --

8 MS. DeJONG: He drew up the family tree.
9 They must have told him who was in the family.

10 THE COURT: I keep telling you: I don't see
11 how you are possibly prejudiced by this. You're
12 saying you're prejudiced because you don't have as big
13 a share as if you were intestate. I don't know that I
14 could agree with that.

15 MS. DeJONG: Well, Mr. Baker's told me that.
16 When he said, if these deeds are declared valid, then
17 my client is going to get less of a percentage, that's
18 why I'm objecting to this. I don't know if it's true
19 or not. I haven't done the math.

20 THE COURT: Well, they're not. So I'm going
21 to deny your motion. The deeds are of record, and
22 they have been since 1978.

23 MR. BAKER: Under the Ancient Document
24 Principle too, it's over 20 years.

25 THE COURT: Yeah, they're clearly admissible.

1 There's no question about that. The impact of the
2 deeds, the import of the deeds may be what's subject
3 to debate, but I haven't gotten there yet. But the
4 admissibility of the documents, there's no question
5 about that, okay? They're matters of public record
6 and have been for well in excess of 20 years, so...
7 okay?

8 MR. BAKER: All right. Can I call Mr. Robert
9 Leroy Gregg to the stand?

10 THE COURT: Come on up, Mr. Gregg.

11 ROBERT LEROY GREGG,
12 having been duly sworn, testified as follows:

13 THE COURT: Thank you, sir. Please give me
14 your full name and address for the record.

15 THE WITNESS: Robert Leroy Gregg, 5519 Gale
16 Street, North Charleston, South Carolina 29406.

17 THE COURT: G-A-L-E?

18 THE WITNESS: Yes, sir, G-A-L-E.

19 THE COURT: The ZIP again?

20 THE WITNESS: 29406.

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

22 MR. BAKER: If Your Honor please, I believe
23 that it's been shown by the record of the deeds that
24 you've admitted, by the family tree, and by the
25 testimony that only four people have an interest in

1 this property: Robert Leroy Gregg, my client; William
2 Gorham; Franklin Gregg; and Michael Gregg.

3 THE COURT: All right.

4 MR. BAKER: Michael Gregg has already signed
5 his interest over to my client -- I mean, Frankie has.
6 Michael has agreed that, once you determine the fair
7 market value of the property and what his interest is,
8 that he will sell his interest. Okay?

9 THE COURT: Okay.

10 MR. BAKER: That means that the only person
11 that would own any interest in this property would be
12 William Gorham. So they're tenants in common in
13 Lot 1. It's a house. Property can't be divided in
14 common.

15 THE COURT: Okay.

16 MR. BAKER: So my position is that, in the
17 interest of judicial economy, the Court should order
18 the sale of the interest of William Gorham to my
19 client, since my client probably owns 99 point God
20 knows what percent interest in the property.

21 THE COURT: Right.

22 MR. BAKER: And I pled in my complaint that
23 Your Honor order William, Franklin, and Michael to
24 convey their interest to my client, Robert Leroy
25 Gregg.

1 THE COURT: Okay.

2 DIRECT EXAMINATION

3 BY MR. BAKER:

4 Q Based on that theory, Mr. Robert Leroy Gregg,
5 is it your desire to purchase the interest of William
6 Gorham?

7 A Yes, sir.

8 Q Okay. And do you have the money right now to
9 buy out his interest as determined by this Court?

10 A Yes, sir.

11 Q Have you already bought out the interest of
12 William's brother Frankie?

13 A Yes, sir.

14 Q And you've reached an agreement with Michael
15 to buy out his interest?

16 A Based upon the value of the property, yes,
17 sir.

18 Q Okay. So you own everybody's interest in
19 this property except William?

20 A Yes, sir.

21 Q Now, are you aware of the fact that I have
22 ordered an appraisal of this property, and the
23 appraisal was conducted by Mr. Thomas Hartnett?

24 A Yes, sir.

25 Q And that was done in 2020, I believe?

1 A Yes, sir.

2 Q Do you recall what he found the value of Lots
3 1, 2, and 3 to be?

4 A I'm pretty sure it's like 493,000.

5 Q Ninety-five thousand.

6 A Yes, sir.

7 Q And on Saturday, I got an updated appraisal
8 of the property. What did Mr. Hartnett opine the fair
9 market value of the property to be at as of today?

10 A 925,000.

11 MR. BAKER: Judge, those updated appraisals
12 are in evidence without objection.

13 THE COURT: All right.

14 MS. DeJONG: I requested the updated
15 appraisal.

16 MR. BAKER: I got it, and I paid for it. And
17 it helped you.

18 BY MR. BAKER:

19 Q Now, if the Judge ordered the sale of this
20 property to a third party, okay, do you have any idea
21 what you would attempt to get for the property?

22 A No, sir. I don't want to sell the property.

23 Q I understand, but if you had to.

24 A I don't know, no, sir.

25 Q All right. Do you have a real estate

1 license?

2 A No, sir.

3 Q So would you hire a Realtor?

4 A Yes, sir. That would be in my best interest,
5 yes, sir.

6 Q And there's no question, you paid the taxes
7 for 2021 and 2022?

8 A Yes, sir. I paid taxes for the -- I checked
9 on the website. It was the night of. If it wasn't
10 going to get paid, it would cost me more fees. So I
11 went ahead and paid it, so I didn't have to incur
12 those fees. I didn't want my property to go into
13 limbo, you know?

14 MR. BAKER: Thank you. You have to answer
15 any questions Ms. DeJong might have.

16 THE COURT: Let me stop you before we get
17 there. I found Defendants' Exhibit 15, that November
18 2020 appraisal. Do I have the more current appraisal
19 at hand?

20 MR. BAKER: It's supposed to be. If you
21 don't, I'll give you another copy. It's Exhibit 16.

22 THE COURT: Got it. Defendants' Exhibit 16.
23 He didn't do a full-fledged appraisal, just an
24 opinion?

25 MR. BAKER: Letter of opinion.

1 THE COURT: Thank you. I wanted to make
2 sure. Go ahead.

3 CROSS-EXAMINATION

4 BY MS. DeJONG:

5 Q Hi, Mr. Gregg. You said that you're able to
6 buy out Mr. Gorham. Do you know how much money it
7 would cost?

8 A Based upon what we talked about, it would be
9 about \$8,600, I guess.

10 Q What doctrine or statute or act do you rely
11 upon in asking the Court to force my client to sell
12 his interest in the property to you?

13 MR. BAKER: I object to that, Your Honor.
14 That calls for a conclusion on law. He's not a
15 lawyer.

16 THE COURT: Sustained.

17 BY MS. DeJONG:

18 Q What gives you the right to force my client
19 to sell his interest to you?

20 A I would just say his interest is so small
21 that I'm just trying to convey the property so we
22 don't go into a battle of who owns the place.

23 Q If he sells his property to you, would he be
24 allowed to stay on the property and rent by himself?

25 A No, ma'am.

1 MS. DeJONG: Okay. Thank you.

2 MR. BAKER: That's the Defendants' case.

3 THE COURT: When you stated the figure of
4 \$8,600, is that on the current nine hundred something
5 thousand dollars?

6 THE WITNESS: Yes, sir.

7 THE COURT: Okay. Very good.

8 MR. BAKER: Judge, I do want to mention one
9 thing: Karen found a section of probate code. Like
10 Judge Pearlman said, it's just a minefield. It's news
11 to me, and my lawyer is tied up on another matter all
12 day. But if we go back to the family tree --

13 THE COURT: Let me stop you and ask you if
14 Mr. Gregg can step down. Are we done with Mr. Gregg?

15 MR. BAKER: Yes, sir.

16 THE COURT: You may step down. Thank you,
17 sir.

18 THE WITNESS: Thank you.

19 MR. BAKER: So when we go back up to the
20 family tree, I take the position that when Agnes Gregg
21 Washington, who was the daughter of Harriet Gregg,
22 that she died without a husband or children, okay?
23 She was survived by her brother Leroy Gregg, her
24 sister Henrietta Fishburn, and her brother James
25 Gregg.

1 I take the position that that interest would
2 be inherited by the surviving siblings, as well as the
3 two children of Jesse Gregg because they're nieces.
4 They would take their father's share. I believe I'm
5 right, but I've got to get the law for you. Karen
6 says I'm wrong. And she does have a part of the
7 probate code. I'm not questioning that. I'll do some
8 research myself.

9 THE COURT: Sure.

10 MR. BAKER: So if my theory is right, then
11 Mr. William Gorham would only own a 0.82 percent
12 interest in the property, as I pled in the
13 counterclaim. If I'm wrong, I think each of the
14 brothers would have 1.143 percent, something like
15 that.

16 MS. DeJONG: I've got 6.296 percent under my
17 intestate chart for each --

18 MR. BAKER: But what do we do when we add
19 together? 1.46.

20 MS. DeJONG: I think you're including --

21 MR. BAKER: No, if I did not include her, it
22 would be 1.146. Anyway, we can argue that -- if we
23 can give you briefs on that.

24 MS. DeJONG: That's what I was going to
25 suggest: Maybe we should just --

1 THE COURT: Y'all can help me out this way:

2 Is that complaint in the Defendants' case?

3 MR. BAKER: Yes, sir.

4 THE COURT: And no reply?

5 MS. DeJONG: To what?

6 THE COURT: Defendants' case.

7 MS. DeJONG: No.

8 THE COURT: Let's do this. How about this:

9 To the extent y'all know -- how about give me this
10 information: Do we know when Leroy Gregg -- he would
11 have been the heir of Harriet. Do we know when he
12 died and his interest went to his wife and children,
13 or that would be Grandmother Louise?

14 MS. DeJONG: Leroy Gregg, Sr.? Yes.
15 Harriet's son?

16 THE COURT: Yes.

17 MS. DeJONG: He died in 1976. I'm getting
18 his date of death off of your counterclaim.

19 THE COURT: We saw when Louise died in --

20 MS. DeJONG: We don't have a date for her.

21 THE COURT: Yeah. He testified to it a
22 minute ago. I'll get to that in a second.

23 How about Henrietta Fishburn?

24 MR. BAKER: It doesn't matter, because she
25 executed a quitclaim deed.

1 THE COURT: She deeded by deed, okay. And
2 then Agnes Gregg Washington, she deeded, right?

3 MR. BAKER: No. She died.

4 THE COURT: She died? Do we know when?

5 MS. DeJONG: 1963.

6 THE COURT: All right. And James Gregg died
7 in '76. And Jesse Gregg, when did he die?

8 MS. DeJONG: Before -- all we have is before
9 1976, because he didn't sign the deeds. His children
10 did.

11 THE COURT: So Agnes Gregg Washington died in
12 '63. Jesse Gregg died sometime prior to '76. James
13 Gregg died in '76. Of those three, only Jesse Gregg
14 had the children. That was Fanny and Thelma Murray?

15 MR. BAKER: Yes, sir.

16 THE COURT: And they deeded their interest
17 later, right?

18 MR. BAKER: Yes, sir.

19 THE COURT: So we've got Henrietta by deed.
20 That takes -- that gets into Leroy Gregg. Five of
21 Leroy and Louise's children are still alive. Leroy
22 Gregg, Jr. is deceased, correct?

23 MR. BAKER: Yes, sir.

24 THE COURT: Do we know when he died?

25 MS. DeJONG: 1989, no children.

1 THE COURT: His interest goes back into his
2 own family. Agnes Gregg, mother of the Plaintiff and
3 the two siblings. Jesse Gregg, do we know when he
4 died? Jesse E., that's Eddie. Testified he died --

5 MR. BAKER: 2014.

6 THE COURT: '14. He never conveyed by deed,
7 did he?

8 MS. DeJONG: Not that I'm aware.

9 MR. BAKER: Wait a minute now. I believe he
10 did.

11 THE COURT: Robert Gregg, Sr. died in 2020.

12 MR. R.L. GREGG: Yes, sir, October.

13 THE COURT: And deeded it to you, deeded.
14 That's what I'm missing. I'm missing all those named
15 parties on the conveyances.

16 So 3, July 1, 1987, and eventually dies,
17 third to the spouse, two thirds to the children.

18 MR. BAKER: Yes, sir.

19 THE COURT: With the creation of new probate
20 code, half to the spouse, half to the children. So
21 y'all got some math to do.

22 MS. DeJONG: Then goes half and half, right?

23 MR. BAKER: No. She died -- wait a minute
24 now, no. When Louise -- but Louise deeded her
25 interest. That's immaterial when she died.

1 THE COURT: Louise deeded?
 2 MR. BAKER: Yes, sir.
 3 THE COURT: Louise deeded to whom?
 4 MR. BAKER: To his father.
 5 THE COURT: To Robert?
 6 MR. BAKER: Uh-huh.
 7 THE COURT: Okay. That would make it...
 8 MR. BAKER: So that's a moot point.
 9 THE COURT: So her one third --
 10 MR. BAKER: -- went to Robert.
 11 THE COURT: -- went to Robert. And two
 12 thirds went to all the children.
 13 MR. BAKER: Right.
 14 THE COURT: And you can take it, I believe,
 15 in that generation that Leroy -- I don't know whether
 16 Leroy predeceased his mother or not. I can't
 17 remember. There was some testimony as to when she --
 18 I don't think he knew specifically.
 19 MS. DeJONG: Which Leroy? Junior or senior?
 20 THE COURT: Leroy Gregg, Jr., the one that
 21 died with no heirs, right?
 22 MS. DeJONG: Died in 1989.
 23 THE COURT: Yeah. So he would have an
 24 interest from his father, okay?
 25 MS. DeJONG: Yes.

1 THE COURT: That goes back into the pot.

2 MS. DeJONG: Uh-huh.

3 THE COURT: When did Agnes die? I don't know
4 if we've got into that.

5 MS. DeJONG: We've got 1958.

6 THE COURT: '58?

7 MS. DeJONG: Uh-huh. I think all would go to
8 her kids. We don't have a spouse.

9 MR. BAKER: If we can go back, Jesse Gregg
10 did convey his interest to my client's father.

11 THE COURT: He deeded it? Okay.

12 MR. BAKER: Henrietta Fishburn to Leroy
13 Gregg, Jr. But it doesn't matter, because Leroy
14 Gregg, Jr. deeded this property before he died. Jesse
15 Gregg, Victoria Manigault, and Rosalee Gregg.

16 THE COURT: Okay. That explains it, yeah.

17 MR. BAKER: So when he died doesn't really
18 matter.

19 THE COURT: Yeah, I agree. So you get Agnes
20 dying in '58. So there's no way she could have signed
21 a deed in '76. That's how the Plaintiff and his
22 brothers get their interest.

23 MR. BAKER: Right.

24 THE COURT: And then who was the other one
25 that was missing? James Gregg, right?

1 MS. DeJONG: Yeah.

2 THE COURT: All we know is he died prior to
3 the deed. He had no heirs.

4 MS. DeJONG: Right.

5 THE COURT: So his might be the only interest
6 you have to deal with.

7 MR. BAKER: But James Gregg would be the
8 first generation as a child of Harriet.

9 MS. DeJONG: He would be 20 percent.

10 THE COURT: That's correct.

11 MR. BAKER: It's my position that, when James
12 Gregg died, his interest was inherited not only by his
13 siblings but by his two nieces, you know?

14 THE COURT: That would be correct.

15 MS. DeJONG: That's why I brought the
16 statute.

17 THE COURT: Let me hear from you on the
18 statute. That's interesting.

19 MS. DeJONG: It's Section 62-2-103,
20 parentheses --

21 THE COURT: 62 -- read it to me again.

22 MS. DeJONG: 62-2-103, Sub 3, if -- so this
23 is for James. If he has no surviving issue, children,
24 or parent, it goes to the issue of the parents.

25 So what I'm saying is it goes to his siblings

1 that are surviving. It doesn't then go to his nieces
2 and nephews. That's not part of the line of
3 intestate. Nieces and nephews are further behind.

4 MR. BAKER: Why wouldn't they be issue of the
5 grandparents? They certainly are.

6 MS. DeJONG: We have surviving siblings. The
7 grandparents are under step next if we don't have
8 surviving siblings.

9 THE COURT: Okay. I'll let y'all argue about
10 that, and I'll see what I can do for you.

11 MS. DeJONG: Do you want a copy of this
12 statute?

13 THE COURT: I've got it right in front of me.

14 MS. DeJONG: Okay.

15 THE COURT: I see where you're reading from.
16 I think this is current to 2021, pretty current.
17 Usually, you'll find in the reporter's comments -- and
18 I know because I've been through this probate code
19 before, plus I knew the reporter. He was my professor
20 at the law school. He's got diagrams in here
21 somewhere to show some of this stuff. Anyway, we'll
22 read through that. 62-2-103 is what you're relying on
23 to increase your client's share, right?

24 MS. DeJONG: Yes. Subdivision 3, yes.

25 THE COURT: All right. So that would have to

1 do with -- strictly with the interest of --

2 MR. BAKER: Jesse's children, the first
3 Jesse.

4 THE COURT: -- James Gregg's -- well, hold
5 on. Would it apply to -- apparently, Agnes died first
6 in '63. That's what -- y'all have to get more precise
7 dates, I think, if that's the case. You've got Leroy
8 was the heir. I've got three people dying in '76.
9 I've got Leroy and James both dying in '76. James
10 didn't have any heirs, so goes through generation.

11 Looking for his parents, and then you've got
12 Jesse. All I've got there is pre-1976. Y'all may
13 need to do some homework on when they died, because
14 it's going to determine who's going to take what
15 interest.

16 MS. DeJONG: Your Honor, may I -- I tried to
17 do a file for death certificate through FOIA, Freedom
18 of Information Act. Got it kicked back. I tried to
19 subpoena. Got that kicked back. Seems to me, unless
20 it's an actual family member -- and you have to know
21 their birth name and where they died and all that.
22 It's impossible to get death certificates, but would a
23 court order have trouble for that?

24 THE COURT: I don't know. I guess we can try
25 if that's what you want to do. If y'all can't come to

1 an agreement, I'll see what we can do. But I'll let
2 y'all work that through.

3 So here's where we are, and I appreciate
4 y'all staying and sticking around. I've ruled -- just
5 to summarize where we are: I've ruled against
6 Mr. Gorham on his claim for adverse possession of the
7 property. That puts the property back into tenancy in
8 common. We believe, based on the family tree, that
9 the only current owners of the property would be
10 Mr. Gorham and his siblings, who took from their
11 mother, who predeceased, really, everybody. I think
12 just about everybody in this case, yeah, because of
13 her death in 1958.

14 And then the issue for the Court now becomes
15 one of -- I have found the deeds of conveyance to be
16 valid, even though they omitted, I think, two of the
17 heirs. And usually, I find that to be the case,
18 because when somebody's dead, they know they can't
19 convey it. So it's not unusual to have an omission in
20 the preamble.

21 So what that leads to, then, is the
22 mathematical determination of how each interest was
23 divided from the generation of grandparents,
24 grandparents of Mr. Robert Leroy Gregg, as well as
25 grandparents of Mr. William Gorham, to determine what

1 those percentage interests are, okay? So then they go
2 down and get to whatever they get to, okay?

3 MS. DeJONG: Uh-huh.

4 THE COURT: Now, my question for the
5 Plaintiff -- well, you're the moving party, so I
6 guess -- the counterclaim, y'all would have --
7 partitioning party, the allotment. The way the law is
8 written, as I understand it, is that the nonmoving
9 party has got the right of first refusal. Have y'all
10 got any interest in buying this property?

11 MS. DeJONG: Your Honor, I think what you're
12 reciting is from the Clementa Pinckney Act. That is a
13 partition instead of a statute. This isn't a
14 partition. He didn't file for partition.

15 THE COURT: What's your counterclaim for?

16 MS. DeJONG: Determination of heirs'
17 percentage of ownership.

18 THE COURT: Okay.

19 MS. DeJONG: So I don't think that act
20 applies. That's the option of first refusal you're
21 talking about, but that's not what this case is about.

22 THE COURT: Is that your understanding, as
23 well?

24 MR. BAKER: Judge --

25 THE COURT: Clementa Pinckney is not

1 applicable, in my opinion, but the old statute is,
2 15-61-25. You only had four heirs. Two of them have
3 resolved it.

4 MR. BAKER: So I did ask that -- to be
5 allowed to buy his interest.

6 THE COURT: Yeah. We haven't had any
7 testimony about Murray Chavis, because we're not
8 worried about him, right?

9 MR. BAKER: Right.

10 THE COURT: He's out of the picture?

11 MR. BAKER: Yeah. What's the statute, Judge?

12 THE COURT: 15-61-25 is the original statute.
13 This says Harriet Gregg died December 18 of '58. Find
14 this in your counterclaim. Hold on.

15 MR. BAKER: Let me find my counterclaim.

16 THE COURT: Four children. This says James
17 died in 1975.

18 MS. DeJONG: 1976.

19 THE COURT: You've got a date?

20 MS. DeJONG: No. These are from Mr. Baker's
21 counterclaim.

22 THE COURT: I'm reading Paragraph 27. Says
23 James Gregg died in 1975. Leroy died July 14 of '76.
24 He and his wife had nine children. That's when the
25 deed started getting prepared. The deed was dated

1 July 22, '76, and August 25, '76, but didn't get
2 recorded until May of '78 for whatever reason. All
3 right.

4 MS. DeJONG: Your Honor, which deed date is
5 going to control? Is it the date they signed or the
6 date it was recorded?

7 THE COURT: The conveyance is effective the
8 date they sign. We just don't know about it until it
9 gets recorded.

10 Paragraph 35, in the interest of the
11 Co-plaintiff and Defendants -- (Reading.)

12 MS. DeJONG: Your Honor, may my client go to
13 the restroom?

14 THE COURT: Yeah. I'm just about to turn
15 y'all loose. I'm just going to have y'all take a look
16 at the percentage interest and get that back to me,
17 okay? I'm going to turn y'all loose, okay?

18 MR. BAKER: Can we have 30 days to respond?

19 THE COURT: Absolutely. Y'all get together
20 in the next couple of weeks. If y'all don't have it
21 resolved, get together with me in 30 days. We'll work
22 up an order, okay?

23 MS. DeJONG: Thank you so much.

24 THE COURT: Thank you. Thank you, Mr. Gregg.
25 Thanks for coming. Good to see y'all. Thank y'all

1 for being civil with one another. It always helps me
2 out a lot.

3 MS. DeJONG: Yeah, we've had fun.

4 (Hearing concluded at 1:07 p.m.)

5
6 * * *

C-E-R-T-I-F-I-C-A-T-E

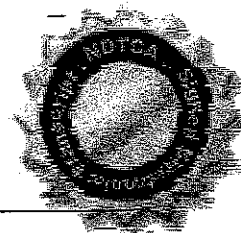
I, Lisa A. McCarn, Professional Court Reporter and Notary Public for the State of South Carolina, certify that the witness in the foregoing deposition was duly sworn to testify to the truth, the whole truth and nothing but the truth; that the deposition was taken at Charleston County Courthouse, 100 Broad Street, Suite 469, Charleston, South Carolina; that the foregoing pages constitute a true and accurate transcript of the deposition proceeding.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 29th day of May, 2023.



Lisa A. McCarn
Notary Public for South Carolina
My Commission Expires:
April 30, 2025



1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON FOR THE NINTH JUDICIAL CIRCUIT
3 CASE NUMBER 2020-CP-10-04714
4

5 WILLIAM GORHAM and ROSALEE GREGG)

6 SMALLS,)

7)

8 Plaintiffs,) Determination

9) of Heirs

10 vs.) May 22nd, 2023

11)

12 ALAN GREGG, et al,)

13)

14 Defendants.)

15

16

17

18 Hearing before the Honorable Mikell R.

19 Scarborough, reported by Josie Allen Boehm, Registered

20 Professional Reporter and Notary Public, at 100 Broad

21 Street, Courtroom 2A, Charleston, South Carolina, May

22 22nd, 2023 commencing at 2:13 p.m.

23

24

25

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1 THE COURT: All right. We're back on the
2 record. This is the Gorham versus Gregg case,
3 2020-CP-10-4714, determination of heirs case.

4 Mr. Baker, you're for the plaintiff, aren't
5 you?

6 MR. BAKER: I'm for the defendant.

7 THE COURT: All right. Got the parties
8 reversed here. And Ms. DeJong for the plaintiff.

9 Very good. All right. So we had a hearing
10 back in February. Parties were to submit briefs on
11 percentages.

12 Ms. DeJong, I had gotten last your percentage
13 of ownership interest -- let me see here. Hold on.
14 And how you got there. And then Mr. Baker, y'all did
15 not agree as I recall.

16 MR. BAKER: That is correct, Your Honor.

17 THE COURT: All right. Take me through --
18 let me start with Ms. DeJong.

19 Take me through your basis. Hold on a
20 second, and then I'll be glad to hear from you.

21 MR. BAKER: That's fine, Your Honor.

22 THE COURT: Help me out with that,
23 Ms. DeJong. Go ahead and take me through your list.
24 I don't need testimony, just tell me where you are.

25 MS. DEJONG: All right.

1 THE COURT: I'm sure you started at the same
2 point.

3 MS. DEJONG: It was the same person. Matilda
4 Venning to Harriet Gregg. I then noted that she died
5 in testate leaving four children as heirs: Agnes
6 Gregg Washington, Jesse Eddie Gregg, Leroy Gregg Sr.,
7 Henrietta Fishburn.

8 THE COURT: So there, we have no
9 disagreement, right?

10 MR. BAKER: That's exactly right.

11 THE COURT: Very good. So let's go from
12 there.

13 MS. DEJONG: Agnes Gregg Washington died in
14 testate leaving no children, so her siblings are
15 heirs. And I -- they each then now had 33.333
16 percent.

17 MR. BAKER: And we concur with that.

18 THE COURT: All right.

19 MS. DEJONG: Leroy Gregg, Sr. is Mr. Gorham's
20 grandfather. His mother is Agnes. There's two Agnes,
21 but one Agnes Gregg is his mother, and Leroy Gregg,
22 Sr.'s daughter. Okay.

23 So the next one was Jesse Eddie Gregg.
24 Harriet Gregg had four children. Jesse Eddie Gregg
25 died in testate. And we have two nieces that

1 allegedly inherited his interest, Fanny Murray and
2 Thelma Myers.

3 MR. BAKER: And we agree with that.

4 THE COURT: Okay.

5 MS. DEJONG: And then the third child of
6 Harriet Gregg was Leroy Gregg, Sr. He died in testate
7 leaving his wife, Louise, and nine children as heirs.

8 And I don't have -- and you had asked
9 Mr. Baker at the trial to, you know, provide some kind
10 of proof of death because you wanted to know what year
11 they died in.

12 We didn't get any proof, so I don't know when
13 she died. I don't know if she died before him, if she
14 died after him. So in my calculation, she got I think
15 it was a 10th, but then she died.

16 So the nine kids inherited both from Leroy
17 Gregg, Sr. and Louise, they inherited 100 percent of
18 the estate. I then add the nine children inheriting.
19 Because I don't know when she died. She could have
20 died before them.

21 THE COURT: They all would have had a 10th.
22 And when she died, her 10th would have been divided
23 amongst the nine.

24 MS. DEJONG: Right. That's how I have it.

25 THE COURT: So they all have a 1/11th?

1 Something more. Basically that number, right?

2 MS. DEJONG: That's what I have.

3 MR. BAKER: Judge, I don't mean to interrupt.

4 But since we're going along, you know, one by one, it
5 really doesn't matter when Mr. Leroy Gregg, Sr. died.
6 All of the recitals in the deeds that have been placed
7 into evidence say that he died in 1976.

8 But where I differ is nowhere in the probate
9 code from '62 to '76 to the new code that went into
10 effect 1987, there's no way that his interest is
11 divided -- is inherited equally by his wife and their
12 nine children.

13 If he died in 1976, the wife only gets a
14 third. The children get, you know, get the remainder
15 of the two-thirds. But all that is academic because
16 we have in evidence right here where -- okay. Hold
17 it.

18 Louise Gregg's mother and several of her
19 children conveyed to Robert Gregg, who is the
20 grandfather of my client. Okay. They conveyed all of
21 their title and interest to him. The deed recorded in
22 book T 115 at page 1. Recorded May 5th of 1987.

23 So what I'm trying to say is that when she
24 died, she had no interest in the property.

25 THE COURT: That had been previously conveyed

1 is what you're telling me?

2 MR. BAKER: That was previously conveyed.

3 THE COURT: All right.

4 MR. BAKER: And furthermore, if you look, she
5 had nine children. So one of her children Mary
6 Frances Steed, sister; Dorothy Horlback, sister, to my
7 client's grandfather, Fanny Murray and Thelma Myers.
8 Fanny and Thelma were the children I think of James;
9 isn't that right? No, of Jesse. Okay.

10 THE COURT: Let me stop you right there.
11 Hold on. We just covered them, didn't we?

12 MR. BAKER: Yes, sir.

13 THE COURT: Fanny and Thelma were the
14 grandchildren of Jesse Eddie Gregg, right?

15 MR. BAKER: Yes, sir. No, the children.

16 MS. DEJONG: I have them as nieces. That's
17 why we needed these death certificates.

18 MR. BAKER: What does it matter? They
19 inherit his interest. That's what I'm trying to say.
20 Under the probate code, they inherit his interest.

21 So you take the interest of Jesse Eddie
22 Gregg, which was 33 percent. All right. And his two
23 children conveyed their interest, you know, to Robert
24 Gregg. So Robert Gregg has got 33 percent. You got,
25 you know, Louise Gregg --

1 THE COURT: Let me stop you. Where is that
2 deed? Show me that deed.

3 MR. BAKER: I've got it right here. It's in
4 evidence, but let me just pass it up to you.

5 Karen, if you want to look at it at the same
6 time.

7 MS. DEJONG: That's all right.

8 THE COURT: Did Jesse Eddie Gregg have no
9 spouse and no children?

10 WITNESS: Fanny and Thelma were the children
11 of Jesse Eddie Gregg.

12 THE COURT: Fanny and Thelma?

13 WITNESS: Yes, sir.

14 MR. BAKER: And if you look at this deed, T
15 115 at 1, Fanny and Thelma conveyed their interest
16 right there to, you know, Robert Gregg. So he gets 33
17 percent. Then you have Louise Gregg --

18 THE COURT: Hold on a second. We have
19 Harriet Gregg, and she's the widow that died in
20 testate. Daughter is Henrietta, Aggie and Leroy, and
21 granddaughters Fanny and Thelma because Jesse Gregg
22 must have predeceased them.

23 MR. BAKER: That's exactly right.

24 THE COURT: Okay. So that's five folks.
25 Right. Aggie then dies. No husband or descendents,

1 so she leaves the three. Back to the same three.
2 Henrietta, Leroy, and Fanny and Thelma because Fanny
3 and Thelma took from Jesse's heirs.

4 Okay. And Leroy dies in '76 leaving his
5 widow, Louise, and his sons Leroy, Jesse, Robert,
6 Alan; and his daughters, Rosalee, Victoria, Mary
7 Frances, and Dorothy. That's four and four.

8 MR. BAKER: They didn't list Mr. Gorham's
9 mother, Agnes Gorham, who predeceased her father.

10 THE COURT: Okay. So he should have been
11 included?

12 MR. BAKER: He and his two brothers should
13 have been included in that line and inherited their
14 mother's 2.47 percent in the property.

15 THE COURT: Out of Leroy's estate and then
16 Louise, right?

17 MR. BAKER: No, not Louise. Because Louise
18 deeded this property to Robert before she died.

19 THE COURT: Okay. Okay. Yep. To Robert
20 Gregg. Okay. So only out of Leroy.

21 MR. BAKER: Right.

22 THE COURT: So they were omitted in that
23 paragraph; is that what you're telling me?

24 MR. BAKER: Yes, sir, I am.

25 THE COURT: Okay. All right. Ms. DeJong,

1 you following along?

2 MS. DEJONG: Yeah.

3 THE COURT: Okay. And so these people who
4 had an interest in this deed, that would be Louise
5 Gregg, Mary Frances Steed, Dorothy Horlback, and the
6 two cousins Fanny and Thelma conveyed to Robert Gregg.

7 MR. BAKER: All right. Okay. So that's how
8 many children? Two children.

9 THE COURT: Yes, Mary Frances and Dorothy.

10 MR. BAKER: And Alan Gregg, one of the
11 children, died. He conveyed to Robert Gregg before
12 his death.

13 THE COURT: Pretty much the same recital?

14 MR. BAKER: Yes, sir.

15 THE COURT: Does it also omit --

16 MR. BAKER: Yes, sir, it does.

17 THE COURT: -- Alan Gregg to Robert Gregg?

18 MR. BAKER: Yes, sir. If you look at deed S1
19 15 at 325, so we have siblings, Leroy Gregg, Jr.,
20 Jesse Gregg, Victoria Gregg Manigault, and Rosalee
21 Gregg. They conveyed to Robert Gregg.

22 So that's seven of the nine children. Who
23 the eighth child is is Robert Gregg. So he inherited
24 everything from his father except the interest of his
25 predeceased sister.

1 THE COURT: Okay. All right.

2 MR. BAKER: So now he's up basically to look
3 at 66 percent. Then Henrietta Fishburn --

4 THE COURT: We think those interests are
5 2.47?

6 MR. BAKER: Yes, sir. There's no question.
7 If you take -- if we assume that there are three
8 branches, and we concur with that, then it's 33.33
9 percent.

10 THE COURT: Right.

11 MR. BAKER: So mom inherits one-third, which
12 is 11.1. And the nine children then .22, and
13 Mr. Varner checked behind me, came to 2.47.

14 Would be nine divided by 22.22. So that
15 means Robert Gregg has inherited all the interests of
16 the nine children except for Agnes Gorham, who is the
17 mother of William and his two brothers.

18 THE COURT: And that happened because they
19 were omitted?

20 MR. BAKER: Yes, sir. That's correct.

21 THE COURT: All right.

22 MR. BAKER: And then we earlier, you know,
23 had established that James Gregg had inherited -- he
24 died, and his two children, Fanny and Thelma, also
25 conveyed to Robert.

1 All right. So then it just leaves another
2 thirty-three and a third percent outstanding interest
3 save except the 2.47. And that's Henrietta Fishburn.

4 THE COURT: Got you.

5 MR. BAKER: And under Deed S1 15 at 325
6 inherits this, but she conveyed to Robert Gregg. So
7 we have proved conclusively that Robert Gregg received
8 the deed from every heir of the late Harriet Gregg
9 save and except William Gorham and his two brothers,
10 which would be an elective 2.47 percent interest. And
11 I don't know how you get around that.

12 THE COURT: Okay.

13 MR. BAKER: And, Judge, if you want these,
14 I'll just -- even though they're in evidence, I'm glad
15 to give these to you.

16 THE COURT: I like the old stuff in the
17 paper.

18 MR. BAKER: There you go.

19 THE COURT: Is it the same?

20 MR. BAKER: No. This is the deed into
21 Harriet Gregg, which we don't disagree about. I
22 thought you might want that. And then this is a deed
23 from Robert Gregg and to my client.

24 THE COURT: Okay. That's the last interest?
25 That was father and son?

1 MR. BAKER: Yes, sir.

2 And just before the hearing, James Gregg, who
3 is one of the brothers of William Gorham, he sold his
4 interest to my client. So now down to Michael Gregg
5 and William Gorham.

6 Michael Gregg is here. He read on the record
7 that you once you made a determination of the value of
8 his interest, that he would sell. So the only
9 unresolved issue is the interest of William
10 Gorham with his .82.

11 THE COURT: One-third of the 2.47?

12 MR. BAKER: Yes, sir. I think -- what's the
13 last thing I gave? I think I said .82.

14 No, we gave him a .83, William. Okay. I
15 think I pretty well -- unless I'm missing something, I
16 think I pretty well --

17 THE COURT: Okay. All right. I'm with you.
18 All right. Let me take a look at this one just one
19 second.

20 These are the most recent conveyances in
21 Rosalee Smalls --

22 MR. BAKER: Is that a quitclaim that she
23 signed? That's a quitclaim.

24 THE COURT: Right.

25 MR. BAKER: But there's also a deed. I

1 thought I gave you a deed from one of the Greggs. If
2 I didn't, I'll have to get it for you.

3 THE COURT: Hold on. I think that's what
4 this is.

5 MR. BAKER: I thought that was it.

6 THE COURT: This deed, which is dated
7 February 16, '23 and recorded February 17, '23 in Book
8 1164, page 278, and the other deed you handed me was a
9 quitclaim from Rosalee Gregg Smalls dated February 20,
10 '23 and recorded March 13 of '23 in book 1168 page
11 150.

12 Okay. All right. Ms. DeJong, let me come
13 back to you. Tell me where you are. If those deeds
14 are effective then there's been a lot of conveyances.

15 MS. DEJONG: Well, I'm going to argue that
16 they're not effective. So my little family tree here
17 with percent of interest, percent of ownership
18 interest, which is on April 5, 2023, has to do with in
19 testate succession and not taking into account the
20 deeds.

21 I would argue anybody can sign a deed and
22 record it. It doesn't mean they had legal authority
23 or ownership to convey it.

24 THE COURT: Well, we just established that
25 they all had some ownership interest.

1 MS. DEJONG: Well, we're here today for a
2 determination of the heirs, which Mr. Baker had filed
3 in his counterclaim. But I agree you can determine
4 the heirs, but I don't think you can then make that
5 decision retroactive to 45 years ago when these deeds
6 were signed and recorded because I can't, first,
7 question the people if there was a proper conveyance,
8 but they didn't have -- they weren't determined to be
9 heirs at that time.

10 Even now, I thought two of the children were
11 actually granddaughters. So there may be other
12 missing family members that didn't sign the deeds or
13 they're not legal conveyances as of today's date when
14 you determine the heirs in percentage. And, yes,
15 under intestate law, they would be owners and we could
16 take the percentages accordingly.

17 Also argue res judicata. Another Court has
18 already determined in two eviction procedures filed by
19 Robert Gregg, Jr. and his father Robert Gregg, Sr.
20 that this was heirs property, that because there had
21 been no determination of heirs until now, that the
22 judge was not going consider those deeds as legal
23 conveyances and dismissed both evictions.

24 THE COURT: That's magistrate court, right?

25 MS. DEJONG: Yes, it was. And so that would

1 be -- it can't -- yes, you can order who the heirs are
2 now and what the percentage is but you can only then
3 determine intestate percentage of interest and
4 not deeds from 45 -- I don't think you can make it
5 retroactive and say, well, now those deeds from 45
6 years ago are now valid.

7 THE COURT: No, I think you got it backwards.
8 The burden of proof would be upon you to argue that
9 those deeds are invalid, just the opposite of what
10 you're arguing.

11 So my question to you is do you have any
12 evidence that either alter the family tree as
13 presented or any proof here today that the deeds would
14 be invalid?

15 You have to presume -- I think the law
16 presumes that a family knows who family is. I may not
17 know who they are. I've got no knowledge of anything
18 about this case until you come in here and bring it to
19 me.

20 But the burden of proof would be on you as
21 the plaintiff to establish the family tree and then to
22 the extent that members of that family tree have
23 conveyed whatever interest they have and overcome
24 that, you have to prove that these deeds were somehow
25 fraudulent.

1 MS. DEJONG: Well, I didn't file for
2 determination of the heirs. So I think it would be
3 Mr. Baker proving that they were valid deeds. He
4 would have to prove they were valid.

5 I can just tell you I have a handwritten note
6 here. I don't know who wrote it. For the deed book S
7 115 page 326, somebody wrote, "This was not signed in
8 the presence of a notary but in Louise Gregg's
9 kitchen."

10 But I can't prove they're invalid because
11 that was 45 years ago. It's saying it was not signed
12 in the presence of a notary.

13 THE COURT: The deed, the recorded deed, has
14 a notary on there, right?

15 MS. DEJONG: Yeah.

16 THE COURT: You got a tough burden to
17 overcome. Because like you say, these dead people,
18 they don't testify except by way of written record.

19 These are ancient records. They're recorded
20 deeds presumed to be valid unless you can overcome
21 that.

22 MS. DEJONG: According to my family tree, I
23 concluded that Mr. Gorham was entitled to 2.08 percent
24 interest in the property.

25 THE COURT: Okay. Tell me how you got there.

1 MS. DEJONG: It's in here.

2 THE COURT: All right. Take me through it.
3 I reviewed this without Mr. Baker's interjection.
4 Take me through that.

5 MS. DEJONG: So we went through Agnes and
6 then we went through Jesse.

7 THE COURT: We determined that the Murray and
8 the Myers were not grandchildren but in fact children,
9 correct?

10 MS. DEJONG: I thought they were
11 grandchildren. I don't know what the truth is.

12 Then we sent to C, and I said that -- you had
13 asked at trial for Mr. Baker to provide death
14 certificates to prove when these people passed. And
15 because he didn't provide a death certificate for
16 Louise, I don't know if she passed before Leroy Gregg,
17 Sr. or after. So I just divided it amongst the ten.
18 When she passed, then they just received 100 percent
19 of that family's interest in the property.

20 THE COURT: Under the law of intestacy, that
21 would be correct, right?

22 MS. DEJONG: That's what I'm saying. This
23 chart is under intestacy.

24 THE COURT: Provided she's not conveyed out
25 her interest?

1 MS. DEJONG: Yes, correct. Then D, Henrietta
2 Fishburn died in testate with no children leaving
3 Leroy's nine children as her heirs. I have 50
4 percent. I'm sorry. Leaving her nieces and nephews.
5 So I've got 50 percent going to Leroy Gregg Sr.'s
6 children and 50 percent going to Jesse Eddie Gregg's
7 two -- I put grandchildren. He's saying children.

8 So now we're at 50 percent. Leroy Gregg,
9 Sr.'s nine children own 50 percent of the property.

10 THE COURT: I'm getting lost. Hold on a
11 second. Henrietta dies in testate with no children.
12 Had she not conveyed her interest out in deed book S
13 115 page 325, it would have distributed out to Leroy
14 Gregg's nine children?

15 MS. DEJONG: And Jesse Eddie Gregg's two
16 children or grandchildren. I'm not sure. So they
17 would each then have family -- each of her siblings'
18 children would then have 50 percent of the property.

19 So Leroy Gregg's nine kids would have a 50
20 percent interest in the property and Jesse Eddie
21 Gregg's children would have 50 percent of the interest
22 in the property.

23 THE COURT: Okay.

24 MS. DEJONG: And then it's just the math now.
25 Leroy Gregg, Sr. had nine children. 50 percent

1 divided by 9. 5.55 percent interest to each child.
2 But Leroy Gregg, Jr. died in 1989 with no children, so
3 I divided his 5.55 percent amongst the remaining eight
4 kids. They're all alive. To the best of my
5 knowledge, they are all alive.

6 And that's how I've got -- let's see. I've
7 got now each of the surviving seven children of Robert
8 Leroy, Sr. each have 6.25 percent. Agnes,
9 Mr. Gorham's mother, being one of the children.

10 So if I take 6.25 percent and divide it by
11 three, Mr. Gorham's two brothers, I get 2.08 percent.

12 THE COURT: Okay. All right. I see how you
13 got there. Okay.

14 MS. DEJONG: I'm glad.

15 THE COURT: Okay. Agnes Gregg was the one
16 that was omitted from these deeds?

17 MR. BAKER: Agnes Gregg Gorham.

18 THE COURT: Right, is the one that's left out
19 of the two S deeds and the T deed, right?

20 MR. BAKER: Yes, sir.

21 THE COURT: Do we know when she died?

22 MR. BAKER: Agnes Gorham?

23 THE COURT: Yes.

24 MR. BAKER: She died in August 3, 1959.

25 THE COURT: That explains why she got left

1 out. She predeceased everybody.

2 MR. BAKER: Yes, sir. Agnes Washington died
3 without heirs. She died in 1963. Didn't have any
4 heirs, and that's why it just came down to three
5 branches.

6 I do have an obituary that says her funeral
7 will take place on January 15th of 2005.

8 THE COURT: She died in 2005. She would have
9 survived her husband Leroy Gregg, Sr. And those are
10 the nine children we went through?

11 MR. BAKER: Yes, sir.

12 THE COURT: With only Agnes Gorham having
13 predeceased her mother. So had Louise died with an
14 interest, her interest would have gone to all of those
15 eight children and the three grandchildren in equal
16 shares, which Ms. DeJong has figured out to be 5.55
17 percent.

18 But she had previously signed the deed T 115
19 page 1.

20 MR. BAKER: So she died in 2005 after her
21 husband.

22 THE COURT: Yes. I think your math is
23 correct.

24 MS. DEJONG: I'm glad.

25 THE COURT: But for the conveyances.

1 MS. DEJONG: There, we disagree.

2 THE COURT: All right. Tell me why I'm
3 wrong.

4 MS. DEJONG: The purpose of the statute that
5 sets forth how you have a determination of heirs is so
6 that you can determine in essence who the legal owners
7 of heirs property.

8 THE COURT: Okay. And I can't convey title
9 to dead people, right?

10 MS. DEJONG: No. And so that's why we have
11 the trees. And I have been in cases before you where
12 we find out who is still alive and then it would be
13 conveyed to the people who are still alive.

14 THE COURT: Because we don't convey property
15 to dead people.

16 MS. DEJONG: Right.

17 THE COURT: But once a dead person conveys
18 out their interest during their lifetime, their
19 conveyance is valid as to them and their heirs; is it
20 not?

21 MS. DEJONG: I'm arguing that it isn't, that
22 it's not a legal conveyance. That they're not true
23 owners until -- this is intestate property plus heirs
24 property. And under those specifications, those
25 uniqueness, that you can't take those deeds from 45

1 years ago and apply them because there hasn't been a
2 determination yet.

3 If you're going to make the determination now
4 in 2023 then you can't make that order retroactive.

5 THE COURT: Okay. I've been doing this for
6 30 years. That's a novel concept.

7 Mr. Baker, how long you been doing this?

8 MR. BAKER: 54.

9 THE COURT: 54 years?

10 MR. BAKER: Yes, sir.

11 THE COURT: Have you heard this argument
12 before?

13 MR. BAKER: No, sir, I have not. I'm always
14 glad to be educated, and I have been educated before,
15 but I don't think I'm going to get educated this time.

16 THE COURT: I don't think so either.
17 Ms. DeJong, I appreciate your argument but I do not
18 find it convincing or availing. I find it unavailing,
19 and therefore I will find that your client has an
20 interest but that interest is 0.8229 percent, and
21 Mr. Baker raised that to 0.823 percent. That's his
22 interest in the property, so less than one percent,
23 whatever that is. All right? Where does that leave
24 us?

25 MR. BAKER: Well, Your Honor, I take the

1 position --

2 THE COURT: And the reason for that, of
3 course, is that these deeds are valid at the time they
4 are executed. They don't even have to be recorded to
5 be valid amongst the family, but the fact that they
6 get recorded gives the rest of the world notice that
7 these deeds are valid, and so I find the deeds to be
8 valid.

9 MR. BAKER: All right, sir. So the position
10 I take is that when Mr. Gorham filed suit, he became
11 the moving party. And my client is basically a
12 non petitioning tenant in common.

13 And in my counterclaim, I raise the issue
14 that the Court should issue an order requiring the
15 plaintiff, William Gorham, and the defendants,
16 Franklin Gregg and Michael Gregg, you know, to convey
17 their interest in this property to my client once you
18 determine the fair market value of the property.

19 And so I do want to put the Court on notice
20 that we do intend to exercise our right of first, you
21 know, refusal. And I think when you look at equity,
22 when my client owns the entire interest except the
23 .83, that to deprive him of the right to buy the
24 outstanding interest of Mr. Gorham would not be
25 equitable.

1 So I would ask that the Court -- I've had the
2 property appraised by Mr. Hartnett. I understand that
3 I did not have the authority of the Court to do that.
4 If you're satisfied with him, I would ask that you
5 appoint him. Or if Ms. DeJong wants a different
6 appraisal, that's fine.

7 I would ask that an appraiser be appointed to
8 determine the fair market value of the property and
9 that we come back to another hearing to determine the
10 fair market value of the property.

11 THE COURT: Okay.

12 MS. DEJONG: Your Honor, my client wishes to
13 keep his -- first, my client doesn't agree with the
14 0.83 percent interest. Whatever percentage interest
15 that he claims to the property, I think I said 2.08
16 percent, he wants to keep it. He doesn't want to be
17 bought out.

18 THE COURT: He understands that partition is
19 compellable between parties? Did you explain that to
20 him?

21 MS. DEJONG: I'm sorry. Say that again.

22 THE COURT: Partition is compellable between
23 parties.

24 MS. DEJONG: It wasn't a partition action,
25 was it?

1 THE COURT: Okay.

2 MS. DEJONG: It wasn't.

3 THE COURT: Strictly quiet title.

4 MS. DEJONG: I thought it was brought up at
5 trial.

6 MR. BAKER: Well, I allege in paragraph 36
7 that this Court should therefore order the subject
8 property be appraised and be allowed to purchase the
9 outstanding interest of the plaintiff, William Gorham,
10 and that was in the form of a counterclaim.

11 MS. DEJONG: Which I denied.

12 THE COURT: Okay.

13 MR. BAKER: You can deny it --

14 MS. DEJONG: I brought this up at trial.
15 There was no posting of notices on the land and there
16 was no --

17 MR. BAKER: Well, the posting wouldn't be
18 done until we have an appraisal.

19 MS. DEJONG: No, I'm talking about the
20 Clementa Pinckney Act.

21 MR. BAKER: I understand.

22 THE COURT: Let's see. Paragraph 35,
23 Mr. Baker alleges what he found to be essentially the
24 percentage interest for the Court to decide. 97.54
25 for Mr. Robert Leroy Gregg. In your complaint, it's

1 .82 percent each to William Gorham, Franklin Gregg,
2 Michael Gregg. You've got both Greggs' interest now;
3 is that correct?

4 MR. BAKER: No, just Franklin. And I'll get
5 Michael's interest once you determine the fair market
6 value of his interest.

7 THE COURT: I got you. That's your
8 agreement?

9 MR. BAKER: Yes, sir.

10 THE COURT: I think I do remember that here
11 in the courtroom.

12 You allege that it's not possible to
13 partition the property in kind without injury to the
14 parties. That's your allegation, which was denied.
15 Defendants believe the Court should order the subject
16 property be appraised, be allowed to purchase the
17 interest of Plaintiff Gorham and Defendants Gregg at
18 fair market value determined by the Court.

19 Okay. All right. That's essentially an
20 allegation of partition, which was denied. All right.
21 So what I need coming out of here is going to be a
22 quiet title order. And what I find that as of today,
23 the interest of Mr. Robert Leroy Gregg is 98.36
24 percent. Mr. -- is it Michael Gregg?

25 MR. BAKER: Yes, sir.

1 THE COURT: What you're trying to acquire is
2 .82.

3 MR. BAKER: Right.

4 THE COURT: And then that can leave the .83
5 with Mr. Gorham, William Gorham.

6 And then y'all can challenge me on my
7 determination of whether or not this is Pinckney
8 statute. Now we're down to four people, and I usually
9 look at it when there's five. You could read that
10 statute 16 different ways and come up with 16
11 different answers as to what it means.

12 But in this instance, you're looking to
13 acquire over 99 percent interest in your client and
14 then Mr. Gorham over here would have the balance of
15 the interest.

16 So what you need to do is go ahead and have
17 an appraisal done. I would issue a quiet title order
18 based upon what I just found and go ahead and allow
19 the plaintiff -- excuse me. Well, it should be the
20 plaintiff. The plaintiff is the one who should get
21 the valuation done, Ms. DeJong. But Mr. Baker says
22 he's already got one. Have y'all shared that yet?

23 MS. DEJONG: There was one.

24 MR. BAKER: The first one was something like
25 \$435,000. Mr. Hartnett said there was a dramatic

1 increase in the property values in that area, and he
2 issued a letter of value as of the date of the
3 hearing. It's \$925,000.

4 THE COURT: Okay.

5 MS. DEJONG: I had requested the update, else
6 he would have gone with the 425.

7 MR. BAKER: I'm sorry?

8 MS. DEJONG: I was the one that asked you to
9 update the appraisal.

10 MR. BAKER: Yeah, yeah, and I got it.

11 THE COURT: So I guess my question to you,
12 Ms. DeJong, is are y'all in agreement with that figure
13 or would you like to get your own appraisal?

14 MS. DEJONG: I haven't even had a chance to
15 really look at it, Your Honor. I can't answer that
16 question.

17 THE COURT: All right. I'll put the onus on
18 you to go get your own appraisal. Okay?

19 Y'all come back here in 60 days or something
20 and we'll make the next determination.

21 What was the figure? Nine something? Based
22 on 925,000, .82 is 7,585.00 and .83 is 7,677.50.
23 Difference of \$92.50. Okay?

24 I'm not making that ruling today. I'm just
25 telling you what my math comes out to be.

1 MR. BAKER: I understand. Yes, sir.

2 THE COURT: All right. Just so you know what
3 you're dealing with. Okay? All right. Let's come
4 back.

5 (Off the record at 3:03 p.m. on May 22nd,
6 2023.)

COURT REPORTER'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE TESTIMONY
CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO
WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A
COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A
TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE
TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

I DO FURTHER CERTIFY THAT I AM NOT CONNECTED
BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR
ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF
EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY
IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL,
ATTORNEY, AGENT, OR OTHERWISE.

SIGNED THIS THE 25th DAY OF AUGUST 2023.

Josie Boehm

JOSIE ALLEN BOEHM

My Commission Expires 10/18/32

EXHIBIT A

EXHIBIT A

ROOM \$53 PAGE 67

TITLE TO REAL ESTATE
LONG'S FORM No. 34State of South Carolina,
COUNTY OF CHARLESTON

Whereas on March 25, 1948, Matilda Venning conveyed property set forth in said deed, which deed is recorded in Book E-49, Page 131 R. M.C. Office for Charleston County; and

Whereas, the description in the said deed failed to state that the said property was formerly in the name of the estate of Samuel Venning, et al; and

Whereas, it is necessary for the records of Charleston County that the said deed state that same was formerly the property of Samuel Venning et al and that this confirmatory deed be executed, now,

KNOW ALL MEN BY THESE PRESENTS, THAT

I, MATILDA VENNING, of the County of Charleston

in the State aforesaid for and consideration of the sum of
One and no/100 DOLLARS.
to me in hand paid at and before the sealing of these presents by Harriet Gregg

in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Harriet Gregg, her heirs and assigns, the following described property to wit:

All that lot, piece or parcel of land containing two (2) acres, situate, lying and being in the Parish of Christ Church and State aforesaid, about three and a quarter miles from the Town of Mount Pleasant.

Butting and Bounding to the north on land of Alexander Honor; to the east on lands of Theodore Stoner; to the south on lands of C. W. Lucker; and to the west on lands of J. O. Murray.

The above described property being formerly in the name of the estate of Samuel Venning et al.

BOOK 533 PAGE 68

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Harriet Gregg, her

Heirs and Assigns forever.

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 Harriet Gregg, her

Heirs and Assigns, against us and any Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY Hand and Seal, this 29 day of January

in the year of our Lord one thousand nine hundred and fifty-one and in the one hundred and seventy-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Francis Seymour
Mary Scott

Matilda Venning

(L. S.)

(L. S.)

THE STATE OF SOUTH CAROLINA,
Charleston County.

PERSONALLY appeared before me Brantly Seymour

and made oath that he saw the within named Matilda Venning

sign, seal, and as her

act and deed, deliver the within written Deed.

and that he with Mary Scott

witnessed the execution thereof.

Subscribed before me, this 29

day of January A. D. 1957.

Matilda Venning (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

Francis Seymour
One Witness Sign Here

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she do
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, release, re-
lease and forever relinquish unto the within named

Heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in, or to, all and singular
the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

NOTARY PUBLIC FOR SOUTH CAROLINA (SEAL)

Wife Sign Here

Recorded April 11 1957 at 10:10 o'clock. J. S. Doc. Stamps none affixed. E. S. Doc.
Stamps none affixed. Original delivered to *Brantly Seymour*
being first endorsed as recorded by County Auditor. JULIUS E. COGSWELL, S. M. C.

EXHIBIT B

EXHIBIT B

GREGG FAMILY TREE

HARRIET GREGG m. ALAN GREGG (predeceased Harriet)

Leroy Gregg
(deceased)

Henrietta Fishburn
(deceased- no children)

Agnes Gregg Washington
(deceased- no children)

Jesse "Eddie" Gregg
(deceased-no children)

James Gregg
(deceased-no children)

DOD: 1976

Leroy Gregg, Jr. (deceased-no children), DOD: 1989

Agnes A. Gregg (deceased- children) DOD-1958: William Gorham, Franklin Gregg, Michael Gregg

Jesse Gregg (deceased- children) DOD-2014: Agnes Gregg, Joanne Gregg

Robert Gregg (deceased- child) DOD-2020: Robert Leroy Gregg

Alan Gregg

Rosalee Gregg Smalls

Victoria Manigault

Mary Francis Gregg Steed

Dorothy Gregg Horlback

Murray Chavis- not a family member, conveyed Lots 1 & 2 by Deed to Robert Gregg in 2000 with no chain of title recited in Deed

Robert Leroy Gregg (son of Robert Gregg)- Robert Gregg conveyed Lots 1 & 2 by Deed to Robert Leroy Gregg in 2018

EXHIBIT C

EXHIBIT C

plat bk EB, 772

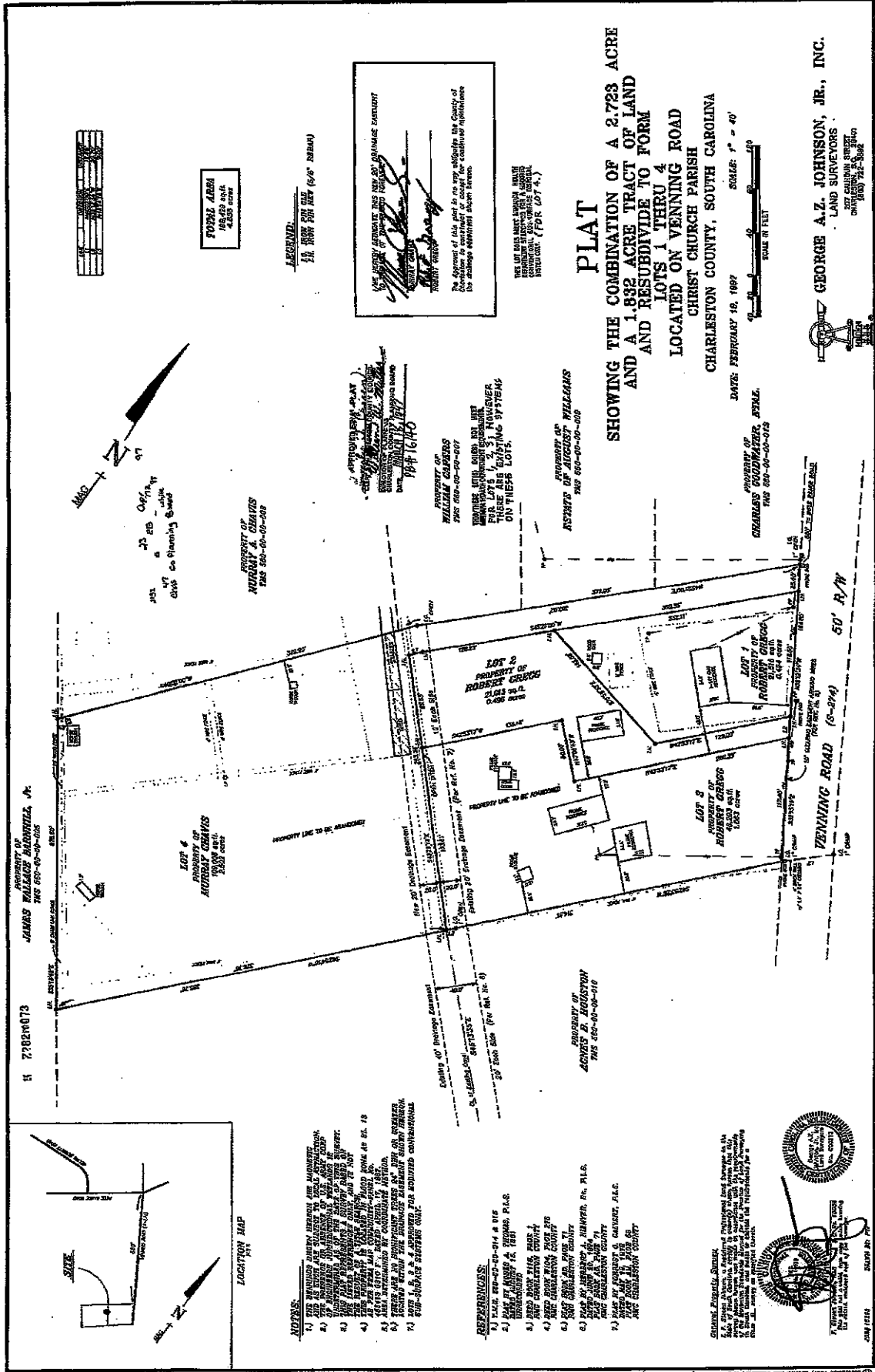


EXHIBIT D

EXHIBIT D

BK P 341PG662

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That MURRAY A CHAVIS in the State aforesaid, in consideration of the sum of FIVE AND NO/100 DOLLARS, to the Grantor(s) in hand paid at and before the sealing of these presents by the Grantee(s) the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said ROBERT GREGG, his heir(s) and assign(s) forever,

All that lot piece, parcel or tract of land, situate, lying and being on the Southwest side of Venning Road, in Christ Church Parish, Charleston County, South Carolina and designated as Lots 1, 2 & 3 as per "Plat Showing the Combination of a 2.723 Acre Tract and a 1.832 Acre Tract of Land and Resubdivide to Form Lots 1 thru 4, Located on Venning Road ...", by George A.Z. Johnson, Jr., L.S., dated August 25, 1995 and recorded in Plat Book EB Page 772 in the RMC Office for Charleston County.

Butting, bounding, measuring and containing as by reference to the aforementioned plat will more fully appear.

TMS# 560-00-00-015
051
GRANTEES ADDRESS: 052

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

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the Grantee(s) hereinabove named, and Grantee(s) Heirs and Assigns forever.

GRANTEE ADDRESS
11447 VENNING ROAD EXTENSION
NIPPLESANT SC 29464

BK P 341PG663

WITNESS the Grantor's(s') hand(s) and seal(s) this 12th day of
JANUARY, in the year of our Lord Two Thousand.

SIGNED, SEALED AND DELIVERED in the Presence of:

Anna Hanel
1ST WITNESS SIGNS

MURRAY A CHAVIS

[Signature]
2ND WITNESS SIGNS

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE foregoing instrument was acknowledged before me this
12th day of JANUARY, 2000.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2/12/08

OK P 341PG664

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

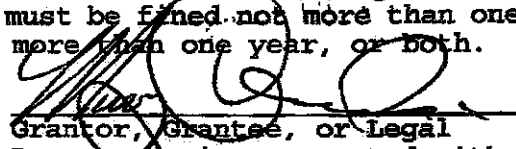
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property is being transferred by MURRAY A CHAVIS to ROBERT GREGG, on 1-12-2000.
3. The Deed is:

XXXX EXEMPT from the deed recording fee because (exemptions 1-12).
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.) EXEMPTION #1

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

5. I understand that a person required to furnish this affidavit who wilfully 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.


Grantor, Grantee, or Legal
Representative connected with
this transaction

MURRAY A CHAVIS

Print or Type Name here

SWORN to before me this
12 day of JANUARY, 2000.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2/17/05

Bob Weiss
L
MLV

BK P 341PG665

FILED
P341-662
2000 JAN 31 PM 4:26
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	10.00
State Fee	
County Fee	EXEMPT
Postage	
TOTAL	10.00 A

Recorded this 31 day of Jan Year 2000
On Property Record Card
Roger A Mobley
Auditor Charleston County

THIS VERIFIED
FAC
DTD

ELECTRONICALLY FILED - 2021 Mar 24 12:43 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1004714

EXHIBIT E

EXHIBIT E



BP0762082

PGS:

5

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

**TITLE TO REAL ESTATE
 TITLE NOT EXAMINED BY CIPOLLA COX**

KNOW ALL MEN BY THESE PRESENTS, that Robert Gregg, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE AND 00/100, (\$5.00) DOLLARS**, and subject to the Restrictions, Exceptions, and Limitations as set forth hereinafter, if any, to the Grantor herein paid at and before the sealing of these presents by Robert Leroy Gregg, (hereinafter whether singular or plural the "Grantee") the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents, do grant, bargain, sell and release unto the said Grantee, Grantee's successors, heirs and assigns, the following described property, to-wit:

All that lot piece, parcel or tract of land, situate, lying and being on the Southwest side of Venning Road, in Christ Church Parish, Charleston County, South Carolina and designated as Lots 1, 2 & 3 as per "Plat showing the Combination of a 2.723 Acre Tract and a 1.832 Acre Tract of Land and Resubdivide to Form Lots 1 thru 4, Located on Venning Road", by George A.Z. Johnson, Jr., L.S., dated August 25, 1995 and recorded in Plat Book EB Page 772 in the RMC Office for Charleston County.

Butting, bounding, measuring and containing as by reference to the aforementioned plat will more fully appear.

Being the same property conveyed to Robert Gregg by Deed of Murray A. Chavis, dated January 12, 2000 and recorded January 31, 2000 in the RMC Office for Charleston County, SC in Deed Book P341, Page 662.

TMS No.: 560-00-00-015, 560-00-00-051, 560-00-00-052

Grantee Address: 1737 Labor Camp Road, Mount Pleasant, SC 29464

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Robert Leroy Gregg, Grantee's successors, heirs and assigns, forever.

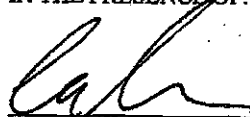
AND the Grantor does hereby bind the Grantor and the Grantor's successors, heirs, assigns, personal representatives and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, as hereinabove provided, Grantee's successors, heirs and assigns against the Grantor and the Grantor's successors, heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the

same or any part thereof.

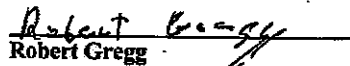
SIGNATURE PAGE TO FOLLOW

WITNESS Grantor's Hand and Seal this 14 day of November, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness #1


Robert Gregg

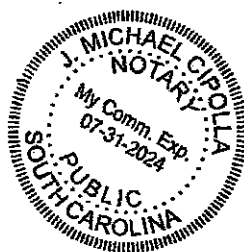


Witness #2 (can be notary)

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON
The foregoing instrument was acknowledged before me this <u>14</u> day of November, 2018 by Robert Gregg.

Signature of Person Taking Acknowledgment
Title or Rank
Serial Number
Commission Expires: <u>7/31/2024</u>

18-1221



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

)
) AFFIDAVIT
)
Date of Transfer of Title
November 14, 2018

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 is being transferred by Robert Gregg to Robert Leroy Gregg on November 14, 2018.
3. Check one of the following: The deed is:
 - (a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because exemption number 1.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00
 - (b) ___ The fee is computed on the fair market value of the realty, which is n/a
 - (c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES ___ or NO X 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 n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$0.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$0.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
November 14, 2018

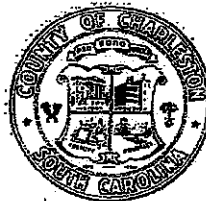
Notary Public for South Carolina
My Commission expires: 7/19/21

J. Michael Cipson
Grantor, Grantee or Legal Representative
Connected with this Transaction

Print or Type Name Here

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

CIPOLLA COX ATTORNEYS (BOX)

RECORDED

Date: November 21, 2018

Time: 4:32:36 PM

Book	Page	DocType
0762	082	Deed

Elaine H. Bozman, Register
Charleston County, SC

MAKER:

GREGG ROBERT

Note:

RECIPIENT:

GREGG ROBERT L

of Pages: 5

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From ROD
Dec 03, 2018
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP MKD

DATE 12/04/2018

21

DRAWER Drawer 5
CLERK JSW



0762
Book



082
Page



11/21/2018
Recorded Date



5
Pgs



Original Book



Original Page



D
Doc Type



16:32:36
Recorded Time

DeJong Law Firm, LLC
222 West Coleman Boulevard
Suite 110
Mount Pleasant, SC 29464

Telephone: (843) 216-6161

Fax: (843) 300-1080

April 5, 2023

Hon. Mikell Scarborough
100 Broad Street, 2nd Floor
Charleston, SC 29401

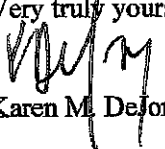
Re: Gorham v. Gregg
Case No. 2020-CP-10-04714

Dear Judge Scarborough:

As per your instructions at the final hearing held on February 21, 2023, attached is Worksheet for calculating each family member's interest in the property located on Venning Road, Mt. Pleasant, SC.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Karen M. DeJong

Enclosures

**PERCENTAGE OF OWNERSHIP INTERESTS- GORHAM v. GREGG, Case No. 2020-CP-10-04714 AS
CALCULATED BY PLAINTIFF WILLIAM GORHAM'S COUNSEL**

1. Deed from Matilda Venning to Harriet Gregg-

- a. Dated 1/29/1951 and recorded 4/11/1951, Book S53, P. 67, TMS# 560-00-00-015 on Venning Road, Mt. Pleasant, SC

Harriet Gregg died intestate on 12/18/1958, leaving her four children as heirs:

- A. Agnes Gregg Washington- 25%
- B. Jesse "Eddie" Gregg-25%
- C. Leroy Gregg, Sr. -25%
- D. Henrietta Fishburn-25%

A. Agnes Gregg Washington died intestate in 1963, with no children, leaving her siblings as heirs:

- 1. Leroy Gregg, Sr. - 33.33% of Agnes's 25% interest (or 8.33%)= Leroy Gregg, Sr. now owned 25% + 8.33%= 33.33% of property
- 2. Henrietta Fishburn- 33.33% of Agnes's 25% interest (or 8.33%)= Henrietta Fishburn now owned 25% + 8.33%= 33.33% of property
- 3. Jesse "Eddie" Gregg- 33.33% of Agnes's 25% interest (or 8.33%)= Jesse "Eddie" Gregg now owned 25% + 8.33%= 33.33% of property

B. Jesse "Eddie" Gregg died intestate prior to 1976 and leaving his grandchildren as heirs:

- 1. Fanny Murray- 50% of Jesse "Eddie" Gregg's 33.33% interest. Fanny Murray now owned 16.66% of property
- 2. Thelma Myers- 50% of Jesse "Eddie" Gregg's 33.33% interest. Thelma Myers now owned 16.66% of property

C. Leroy Gregg, Sr. died intestate in July, 1976 and leaving his wife Louise and their nine children as heirs to his 33.33% in property, to be divided equally. Louise died and her interest went to her nine children.

D. Henrietta Fishburn died intestate after 1976, with no children, leaving her nieces and nephews as heirs:

- 1. Leroy Gregg, Sr. 9 children- 50% of Henrietta Fishburn's 33.33% (or 16.66%). Leroy Gregg, Sr.'s 9 children now owned 33.33% + 16.66%= 50% of property

2. Jesse "Eddie" Gregg's 2 grandchildren- 50% of Henrietta Fishburn's 33.33% (or 16.66 divided by 2= 8.33% each)- Fanny Murray now owned 16.66% + 8.33% = 25% of property;

Thelma Myers now owned 16.66% + 8.33%= 25% of property

Leroy Gregg, Sr.'s 9 Children- 50% divided by 9 = 5.55% ownership interest for each child

1. Leroy Gregg, Jr. – Deceased in 1989, No children- 5.55%
2. Jesse E. Gregg -5.55%
3. Robert Gregg-5.55%
4. Allen Gregg – 5.55%
5. Rosalee Gregg – 5.55%
6. Victoria G. Manigault- 5.55%
7. Mary Frances Steed – 5.55%
8. Dorothy Horlbeck – 5.55%
9. Agnes A. Gregg-5.55%, deceased and intestate leaving her 3 sons as heirs- William Gorham, Franklin Gregg, Michael Gregg as her sole heirs.- 5.55% PLUS 1/8 of deceased Leroy Gregg, Sr.'s 5.55%.

5.55% divided by 8 surviving siblings= 0.70%

5.55% + .70%= 6.25% divided by Agnes 3 sons= 2.08% interest in property to William Gorham

COUNTY OF CHARLESTON)
)
 STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG
 SMALLS,

Plaintiffs,

v.

ALAN GREGG, et al.

Defendants.

**LETTER TO BE ATTACHED
 TO LIST OF EXHIBITS TO
 BE INTRODUCED AND
 EXHIBITS #1 - #17**

This letter will confirm the attached List of Exhibits to be Introduced and Exhibits
 #1 - #17 were presented at the hearing held before the Honorable Mikell R. Scarborough, Master
 in Equity for Charleston County on February 21, 2023 at 10:00 a.m.

s/Kyle T. Varner
 BAKER & VARNER, LLC
 Kyle T. Varner, Esquire
 SC Bar#77847
 kvarner@bakerlawsc.com
 One Carriage Lane, Bldg. H
 Post Office Box 31265
 Charleston, SC 29417-1265
 Office: (843) 766-900
 Fax: (843) 766-1295
 ATTORNEYS FOR DEFENDANT
 ROBERT LEROY GREGG

Charleston, South Carolina

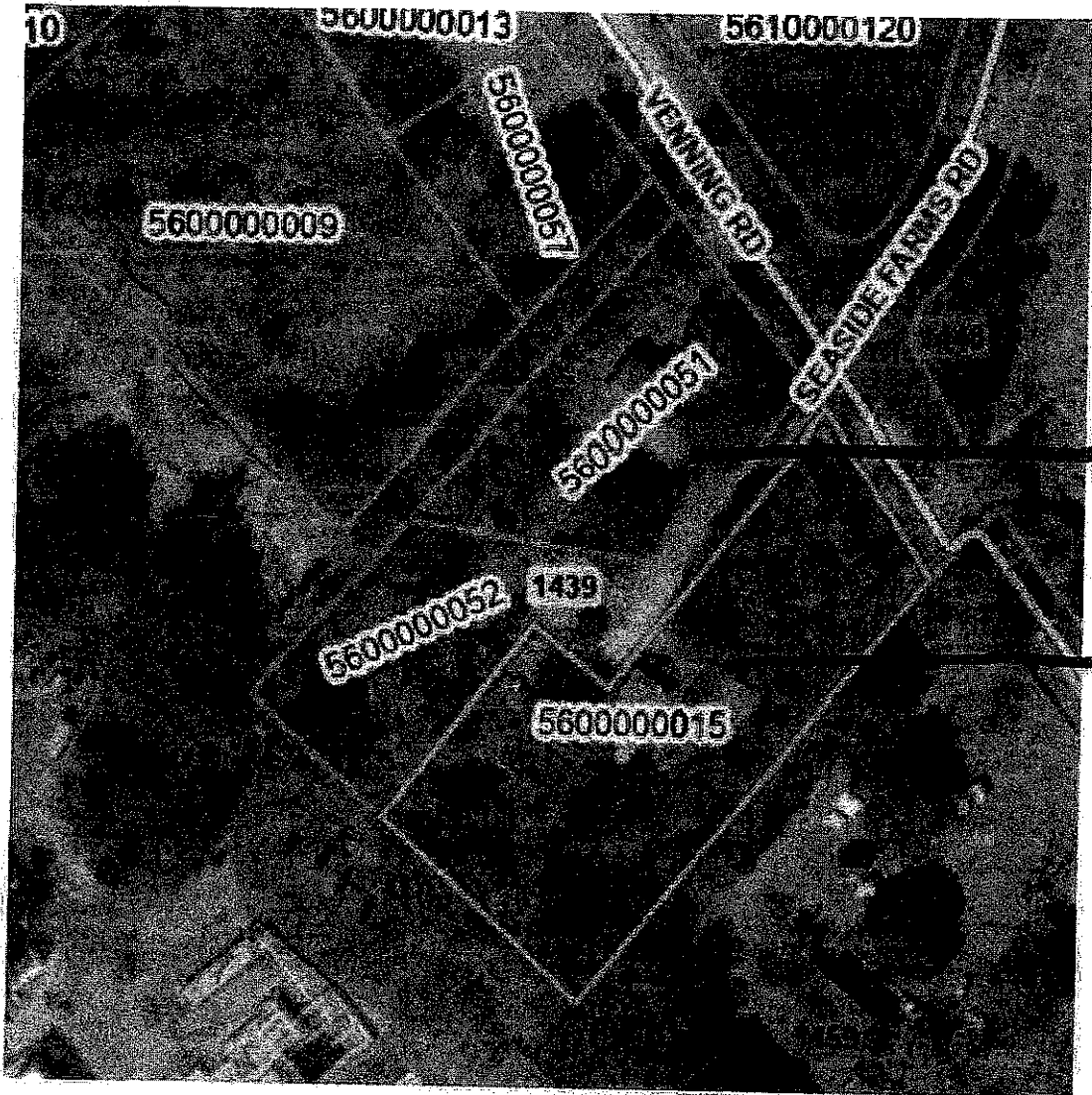
September 8, 2023

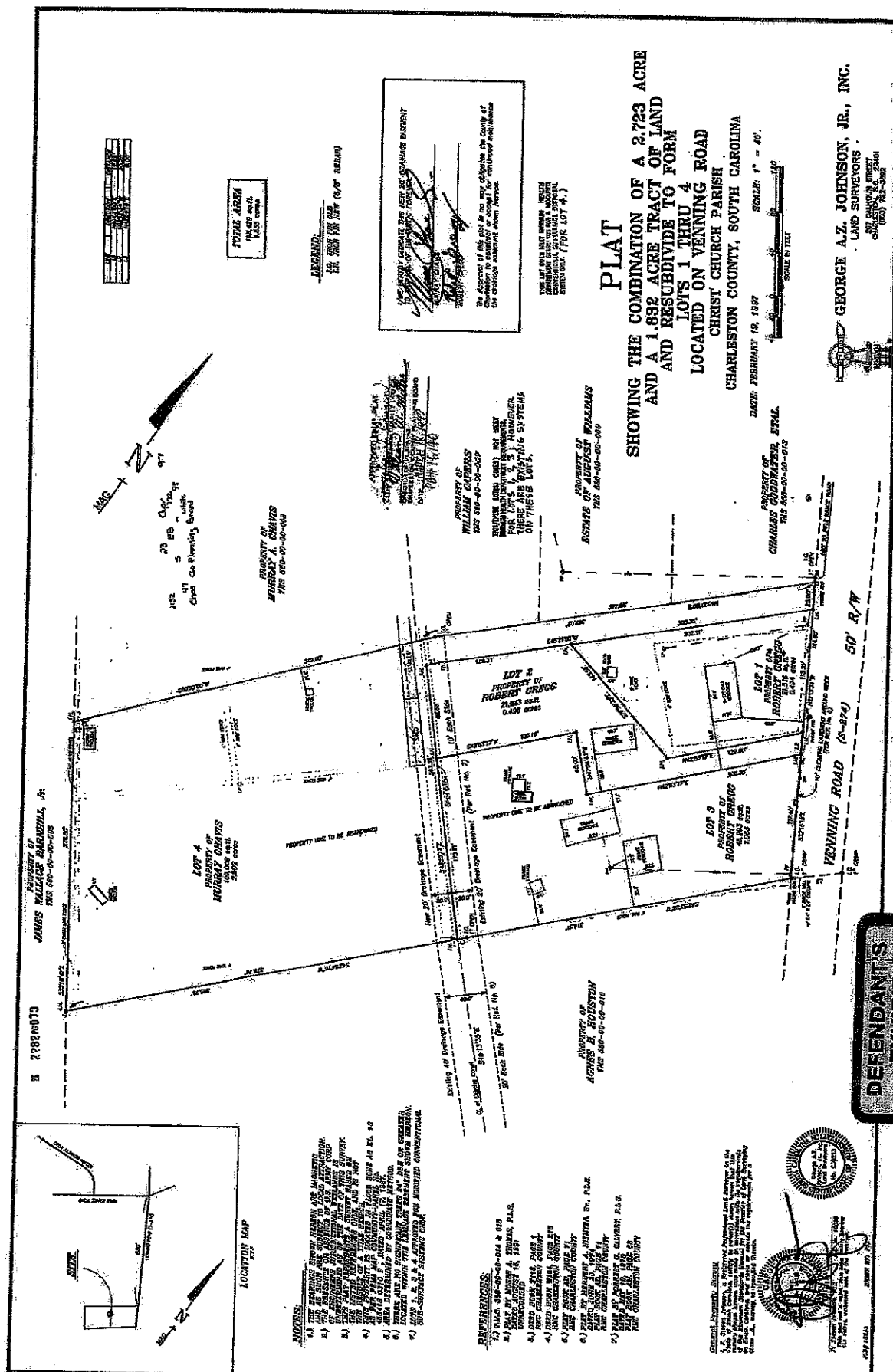
**William Gorham and Rosalee Gregg Smalls
vs. Alan Gregg, et al.
Case No.: 2020-CP-10-04714**

List of Exhibits to be Introduced

- Exhibit 1: Family Tree;
- Exhibit 2: Portion of Charleston County Tax Map showing TMS Parcels 560-00-00-015, 560-00-00-051 and 560-00-00-052;
- ~~Exhibit 3: Copy of survey prepared by Forrest G. Calvert, R.L.S., entitled "PLAT OF PROPERTY IN NAME OF ROBERT GREGG LOCATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA" dated May 19, 1978 and recorded in the ROD Office for Charleston County in Plat Book AM, page 058 (BEFORE EXCHANGE OF DEEDS WITH MURRAY A. CHAVIS AND SUBDIVISION OF PRIOR TWO LOTS INTO CURRENT EXISTING THREE LOTS;~~
- Exhibit 4A: Copy of survey prepared by George A. Z. Johnson, Jr., Inc. Land Surveyors entitled "PLAT SHOWING THE COMBINATION OF A 2.723 ACRE AND A 1.832 ACRE TRACT OF LAND AND RESUBDIVIDE TO FORM LOTS 1 THRU 4 LOCATED ON VENNING ROAD CHRIST CHURCH PARISH CHARLESTON COUNTY, SOUTH CAROLINA" dated February 19, 1997 and recorded in the ROD Office for Charleston County in Plat Book EB, page 772;
- Exhibit 4B: Copy of deed from Matilda Venning to Harriett Gregg dated and recorded March 25, 1948 in Book E49, page 131, in the ROD Office for Charleston County;
- Exhibit 5: Copy of confirmatory deed from Matilda Venning to Harriet Gregg dated January 29, 1951 and recorded April 11, 1951 in Book S53, page 67, in the ROD Office for Charleston County;
- Exhibit 6: Copy of deed from Henrietta Fishburn, Leroy Gregg, Jr., Jesse E. Gregg, Victoria G. Manigault and Rosa Lee Gregg to Robert Gregg dated July 22, 1976 and recorded May 5, 1978 in Book S115, page 325, in the ROD Office for Charleston County;

- Exhibit 7: Copy of deed from Louise Gregg, Mary Frances Steed, Dorothy Horlbeck, Fanny Murray and Thelma Myers to Robert Gregg dated August 25, 1976 and recorded May 5, 1978 in Book T115, page 1, in the ROD Office for Charleston County;
- Exhibit 8: Copy of deed from Allen Gregg to Robert Gregg dated October 26, 1976 and recorded May 5, 1978 in Book S115, page 326, in the ROD Office for Charleston County;
- Exhibit 9: Copy of quit-claim deed from Murray A. Chavis to Robert Gregg dated January 12, 2000 and recorded January 31, 2000 in Book P341, page 662, in the ROD Office for Charleston County;
- Exhibit 10: Copy of quit-claim deed from Robert Gregg to Murray A. Chavis dated January 12, 2000 and recorded January 31, 2000 in Book P341, page 763, in the ROD Office for Charleston County;
- Exhibit 11: Copy of deed from Robert Gregg to Robert Leroy Gregg dated November 14, 2018 and recorded November 31, 2018 in Book 0762, page 082, in the ROD Office for Charleston County;
- Exhibit 12: Copy of clocked-in deed from Frankie James Gregg to Robert Leroy Gregg dated February 16, 2023 and recorded February 17, 2023 in Book 1164, page 278, in the ROD Office for Charleston County;
- Exhibit 13: Copy of executed Agreement between Frankie James Gregg and Robert Leroy Gregg dated February 16, 2023;
- Exhibit 14: Copy of Agreement between Rosalee Gregg Smalls and Robert Leroy Gregg which Rosalee Gregg Smalls has agreed to execute;
- Exhibit 15: Copy of Appraisal by Thomas F. Hartnett, Jr. dated November 30, 2020;
- Exhibit 16: Copy of letter of opinion of value by Thomas F. Hartnett, Jr. dated February 18, 2023; and
- Exhibit 17: Copy of print-out of Charleston County taxes paid for the years 2019 through 2022.





131-643

FORM 49-131

State of South Carolina

TITLE TO REAL ESTATE
LONG'S FORM No. 94

KNOW ALL MEN BY THESE PRESENTS, THAT

I, MATILDA FERNING, of the County of Charleston

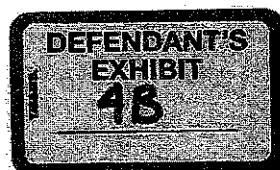
in the State aforesaid for and in consideration of the sum of
Five and no/100 \$5.00 DOLLARS

in hand paid at and before the sealing of these presents by Harriett Gregg

in the State aforesaid the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
unto the said Harriett Gregg, her heirs and assigns, the following described property,
to wit:

ALL that lot, piece or parcel of land containing two (2) acres, situate,
lying and being in the Parish of Christ Church and State aforesaid,
about three and a quarter miles from the Town of Mount Pleasant.

Running and Bounding to the north on land of Alexander Honor; to the east
on lands of Theodore Stoney; to the south on lands of C. W. Luckert; and
to the west on lands of J. O. Murray.



553-67

State of South Carolina
COUNTY OF CHARLESTON

BOOK 555 PAGE 67

WITNESSETH, that on March 22, 1948, Matilda Vanning conveyed property set forth in said deed, which deed is recorded in Book 543, Page 131-2, H.O. Office for Charleston County, and

Whereas, the description in the said deed failed to state that the said property was formerly in the name of the estate of Samuel Vanning, et al; and

Whereas, it is necessary for the records of Charleston County, that the said deed state that same was formerly the property of Samuel Vanning et al and that this confirmatory deed be executed now,

KNOW ALL MEN BY THESE PRESENTS, THAT

I, MATILDA VANNING, of the County of Charleston

for and in consideration of the sum of One and 00/100 DOLLARS

to me in hand paid at and before the sealing of these presents by Harriet Gregg

in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Harriet Gregg, her heirs and assigns, the following described property to wit:

All that lot, piece or parcel of land containing two (2) acres, situated, lying and being in the Parish of Christ Church and State aforesaid, about three and a quarter miles from the Town of Mount Pleasant.

Setting and bounding to the north on land of Alexander Honer; to the east on lands of Theodore Stoner; to the south on lands of C. W. Lucker; and to the west on lands of J. O. Murray

The above described property being formerly in the name of the estate of Samuel Vanning et al.



553 vs 69

TOGETHER with, all and singular, the Right, Masters, Household and Apprentices to the said
 Freedom belonging, or in anywise holding or appertaining

TO HAVE AND TO HOLD, all and singular, the said Freedom before mentioned unto the said
 HARRIET GREGG, her

AND to her heirs, assigns and my

Reasons and Administrators, in warrant and forever defend, all and singular, the said Freedom unto the said
 HARRIET GREGG, her

Heirs and assigns, against all and singular, persons
 whatsoever, lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 29 day of January
 in the year of our Lord one thousand nine hundred and fifty-one and in the one hundred and
 seventy-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF
 HARRIET GREGG, her
 HARRIET GREGG, her

THE STATE OF SOUTH CAROLINA,
 CHARLESTON County.

PERSONALLY appeared before me
 and made oath that she is the wife named
 and that she is the wife of the within named
 and that she is the wife of the within named
 and that she is the wife of the within named

Witness the execution thereof
 HARRIET GREGG, her

NOTARY PUBLIC FOR SOUTH CAROLINA
 (SEAL)

THE STATE OF SOUTH CAROLINA,
 County.

RENUNCIATION OF DOWER

do hereby certify that all when it may concern, that Mr.
 the wife of the within named
 did this day appear before me and upon being privately and separately examined by me, did declare that she had
 freely, voluntarily, and without any compulsion, threat or fear of any person or persons whatsoever, renounce, re-
 lease and forever relinquish unto the within named

Heirs and assigns, all her interest and claim, and also all her right and claim of dower of, to, or to, all and singular
 the premises within mentioned and released

Given under my Hand and Seal, this 29 day of January 1951

NOTARY PUBLIC FOR SOUTH CAROLINA
 (SEAL)

Recorded April 11 1951 at 11:10 A.M. O. D. No. 1111111111, U. S. P.
 Stamp affixed. Original delivered to HARRIET GREGG, her
 Being first audited as required by County Auditor. JULIUS W. COOPER, JR., R. H. S.

563-5115

State of South Carolina
County of Charleston
Charleston, S.C.

WHEREAS, **Robert Gregg**, a widow, died intestate, a resident of Charleston, South Carolina, on December 12, 1910, seized and possessed of the real property hereinafter described and leaving as her sole heirs, her two daughters, **Henrietta C. Fishburn** and **Aggie C. Washington**, her son, **Leroy Gregg**, and her granddaughters, **Fanny Murray** and **Thelma Murray**, the children of a deceased son, **Jesse Gregg**, and **Wendell Aggie C. Washington** died intestate, a resident of Charleston County, South Carolina, on March 12, 1963, seized and possessed of an undivided interest in the property hereinafter described, leaving no husband nor descendants surviving her and leaving as her sole heirs at law her sister, **Henrietta C. Fishburn**, her brother, **Leroy Gregg**, and her nieces, **Fanny Murray** and **Thelma Murray**, and

WHEREAS, **Leroy Gregg** died intestate, a resident of Charleston County, South Carolina, on July 14, 1976, seized and possessed of an undivided interest in the property hereinafter described, leaving as his sole heirs at law his widow, **Henrietta Gregg**, his sons, **Leroy Gregg, Jr.**, **Jesse E. Gregg**, **Robert Gregg**, and **Allen Gregg**, and his daughters, **Rosa Lee Gregg**, **Victoria C. Manigault**, **Mary Frances Steed**, and **Dorothy Norbeck**, and

WHEREAS, all of the members of the family hereinabove named, of their right, title, interest, and estate, do hereby agree to convey, sell, and to this real property to **Robert Gregg**,

KNOW ALL MEN BY THESE PRESENTS, THAT

WE, **HENRIETTA C. FISHBURN, LEROY GREGG, JR., JESSE E. GREGG, VICTORIA C. MANIGAULT AND ROSA LEE GREGG**,

do hereby certify that we are the persons named in the foregoing recitals, and that we have granted, bargained, sold, released, and by these Presents do grant, bargain, sell and release unto the said **Robert Gregg**, his heirs and assigns forever:

ALL that lot, piece or parcel of land containing two (2) acres, situate, lying and being in the Parish of Christ Church and State aforesaid, about three and a quarter miles from the town of Mount Pleasant.

BEING and BOUNDING to the North on land of Alexander Honor; to the East on lands of Theodore Stoney; to the South on lands of G. W. Lucker; and to the West on lands of J. O. Murray.

The above described property being formerly in the name of the estate of Samuel Venning et al.

BEING the same premises conveyed to Harriet Gregg by deed of Matilda Venning dated January 29, 1951 and recorded in the REC Office for Charleston County April 11, 1951 in Book S-51 at page 67.

TM5960-00-00-013
 Grantor's Address: Rt. 2, Box 46
 Mt. Pleasant, SC 29469

DEFENDANT'S
 EXHIBIT
 6

BOOK 115 PAGE 325

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Robert Gregg, his heirs

and Assigns forever.

THE STATE OF SOUTH CAROLINA
 CHARLESTON COUNTY
 I, Mark M. Hall, a Notary Public for
 South Carolina, do hereby certify unto all whom it may concern,
 that Marion Ann Gregg, the wife of the within named Leroy Gregg, Jr.
 did this day appear before me, and upon being privately and
 separately examined by me, did declare that she does freely
 voluntarily, and without any compulsion, dread or fear of any
 person or persons whatsoever, renounce, release and forever
 relinquish unto the within named Robert Gregg, his
 heirs and assigns, all her interest and estate, and also all
 her right and claim of dower of, in and to all and singular
 the premises within mentioned and released.
 Given under my hand and Seal, this 25th day of August
1978.
Mark M. Hall (SEAL) Mark M. Hall
 Notary Public for South Carolina
 My Commission Expires 1981

Filed, indexed and recorded
May 25 1978 4:30
 Book 5115 Page 336

HAZEL B. GROSEY
 ACTING
 Register Mesne Conveyance
 Charleston County, S. C.

State of South Carolina,
 COUNTY OF CHARLESTON
 ROBERT GREGG
 TO
 MARION ANN GREGG, FLEMMING, LEROY
 GREGG, JR., JESSE R. GREGG
 VICTORIA G. WANGGANE AND
 ROSA LEE GREGG
 TITLE TO REAL ESTATE
 Filed _____ day _____
 of _____ A.D. 19____
 at _____
 and record 1 in Book _____
 Page _____
 H. M. G. or Clerk Court C.J. & C. S.
 County, S.C.
 Recorded this 5th day _____
 of May 1978
 In Book _____
 Fee, \$ _____
Charles S. Hays
 Notary Public
 Charleston, S.C.

THIS VERIFIED
1978
SEP 25
1978

State of South Carolina

BOOK T115 PAGE 1

COUNTY OF CHARLESTON

WHEREAS, Harriet Gregg, a widow, died intestate, a resident of Charleston County, South Carolina on December 18, 1958 seized and possessed of the real property hereinafter described and leaving as her sole heirs-at-law her daughters, Henrietta G. Fishburn and Aggie G. Washington; her son, Leroy Gregg; and her granddaughters, Fanny Murray and Thelma Myers, the children of a deceased son, Jesse Gregg; and

WHEREAS, Aggie G. Washington died intestate, a resident of Charleston County, South Carolina on March 12, 1963 seized and possessed of an undivided interest in the property hereinafter described, leaving no husband nor descendants surviving her and leaving as her sole heirs-at-law her sister, Henrietta G. Fishburn; her brother, Leroy Gregg; and her nieces, Fanny Murray and Thelma Myers; and

WHEREAS, Leroy Gregg died intestate, a resident of Charleston County, South Carolina on July 14, 1976, seized and possessed of an undivided interest in the property hereinafter described, leaving as his sole heirs-at-law his widow, Louise Gregg; his sons, Leroy Gregg, Jr., Jesse E. Gregg, Robert Gregg, and Allen Gregg; and his daughters, Rosalee (Gregg) Victoria G. Manigault, Mary Frances Steed, and Dorothy Horlbeck; and

WHEREAS, all of the members of the family desire to convey all of their right, title, interest, and estate of, in, and to this real property to Robert Gregg;

KNOW ALL MEN BY THESE PRESENTS, THAT

WE, LOUISE GREGG, MOTHER; MARY FRANCES STEED, SISTER; AND DOROTHY HORLBECK, SISTER; AND FANNY MURRAY AND THELMA MYERS, COUSINS

in the State aforesaid for and in consideration of ~~XXXXXX~~
love and affection for our relative Robert Gregg ~~XXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXX~~ have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Robert Gregg, his heirs and assigns forever.

ALL that lot, peice or parcel of land containing two (2) acres, situated, lying and being in the Parish of Christ Church and State aforesaid, about three and a quarter miles from the Town of Mt. Pleasant.

BUTTING and BOUNDING to the North on Land of Alexander Honor; to the east on lands of Theodore Stoney; to the South on Lands of C. W. Luckner, and to the West of lands of J. O. Murray.

The above described property being formerly in the name of the estate of Samuel Venning et al.

BEING the same premises conveyed to Harriet Gregg by deed of Matilda Venning dated January 29, 1951 and recorded in the RMC Office for Charleston County April 11, 1951 in Book 8-53 at Page 67.

TMS#560-00-00-015

Grantee's Address: Rt. 2, Box 46
Mt. Pleasant, SC 29464



LOW T115 1

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Robert Grand, his heirs

Heirs and Assigns forever

1145

FILED SEP 10 2023

Book 1115 Page 1

HAZEL B. CROSBY
ACTING
Register - Meigs Conveyance
Charleston County, S.C.

IMS-VERIFIED
BAL 667
BTD 5-10-23
2023-09-08 10:51 AM

State of South Carolina,
CHARLESTON COUNTY,
JAMES MURRAY, CHIEF CLERK,
OFFICE OF THE CLERK,
NORTH CHARLESTON,
SOUTH CAROLINA,
DOCKET NO. 2020CP1004714

ROBERT GREGG
TITLE TO REAL ESTATE

FILED
day
A.D. 18__
Month
N.
and recorded in book
Page 1

N. C. of Clerk Court C.P. & C.S.
County, S.C.

Recorded by: 52
by
ON PROPERTY RECORD CARD
10/20/23

James L. Hogg
CHARLESTON
County, S.C.

928-5115

State of South Carolina

5115-326

COUNTY OF CHARLESTON

WHEREAS, Harriet Gregg, a widow, died intestate, a resident of Charleston County, South Carolina, on December 16, 1958, seized and possessed the real property hereinafter described and leaving as her sole heirs-at-law her daughter, Henrietta G. Fishburn and Aggie G. Washington, her son, Leroy Gregg, and her granddaughters, Fanny Murray and Theima Myers, the children of a deceased son, Jesse Gregg, and

WHEREAS, Aggie G. Washington died intestate, a resident of Charleston County, South Carolina on March 12, 1953, seized and possessed of an undivided interest in the property hereinafter described, leaving no husband nor descendants surviving her and leaving as her sole heirs-at-law her sister, Henrietta G. Fishburn, her brother, Leroy Gregg, and her niece, Fanny Murray and Theima Myers; and

WHEREAS, Leroy Gregg died intestate, a resident of Charleston County, South Carolina on July 14, 1975, seized and possessed of an undivided interest in the property hereinafter described, leaving as his sole heirs-at-law his widow, Louisa Gregg, his sons, Leroy Gregg, Jr., Jesse E. Gregg, Robert Gregg, and Allen Gregg, and his daughter, Rosa Lee Gregg, Victoria G. Manigault, Mary Frances Steed, and Dorothy Horlbeck; and

WHEREAS, all of the members of the family desire to convey all of their right, title, interest, and estate of, in, and to this real property to Robert Gregg;

I, Allen Gregg,

in the State of South Carolina, for and in consideration of the love and affection for our relative Robert Gregg, do hereby convey unto him, his heirs and assigns forever, all that lot, piece or parcel of land containing two (2) acres, situate, lying and being in the Parish of Christ Church and State aforesaid, about three and a quarter miles from the Town of Mt. Pleasant.

ALL that lot, piece or parcel of land containing two (2) acres, situate, lying and being in the Parish of Christ Church and State aforesaid, about three and a quarter miles from the Town of Mt. Pleasant.

BEING and BOUNDING to the North on land of Alexander Honok; to the east on lands of Theodore Stoney; to the South on lands of C. W. Luckner, and to the West on lands of J. O. Murray.

The above described property being formerly in the name of the estate of Samuel Venning et al.

BEING the same premises conveyed to Harriet Gregg by deed of Matilda Venning dated January 29, 1951 and recorded in the REC Office for Charleston County April 11, 1951 in Book 6-53 at page 67.

TMS#260-00-00-015

Grantee's Address: Rt. 2, Box 46
Mt. Pleasant, SC 29464



BOOK S115 PAGE 326

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Robert Gregg, his heirs

and assigns forever.

This document is the property of the Federal Bureau of Investigation and is loaned to your agency. It and its contents are not to be distributed outside your agency.

COUNTY OF San Diego STATE OF California

I, Allen Gregg, being of the County of San Diego and State of California, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the San Diego County Sheriff's Office

Witness my hand and seal this 26th day of October 1964

ALLEN GREGG, Sheriff

At the year of our Lord one thousand nine hundred and seventy six and in the thirtieth year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF

Allen Gregg Allen Gregg (J.S.)
Allen Gregg Allen Gregg (J.S.)

NEW YORK
The State of New York
Suffolk County
PERSONALLY appeared before me Catherine Westfall
and made oath that she saw the within named Allen Gregg
him seal and as his act and deed, deliver the within written Deed,
and that she with Charles J. Osborne
witnessed the execution thereof.
SWORN to before me, this 26th
day of Oct A.D. 1976
CC 90 (SEAL)
NOTARY PUBLIC in and for the State of New York
No. 2072724-0000, Term Expires Commission Expires
Commission Expires May 31, 1982
NEW YORK
The State of New York
RENUNCIATION OF DOWER

23

1. Charles J. Osbourne a Notary Public for South Carolina

do hereby certify unto all whom it may concern, that Mrs. Louise Gregg

the wife of the within named Allen Gregg

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, threat or fear of any person or persons whatsoever, renounce, release, and forever relinquish unto the within named Robert Gregg, his

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 26 day of Oct - Anno Domini 1926

CC 20 (SEAL) Louise Gregg
Notary Public for South Carolina
My Comm. Exp. 12-1-27
My Office is at 1015 North Main St.
City of Charleston S.C.

Case 5:15-cv-00326

Received and Recorded
Date 5-15-2020
Time 1:15 PM
Book 1115 Page 306



HAZEL B. CROSBY
ACTING
Register, Mecklenburg County
Charlotte, North Carolina

State of South Carolina

COUNTY OF CHARLESTON

ALL IN GRASS

TO

ROBERT GREGG

TITLE TO REAL ESTATE

By _____

P 341PG662

STATE OF SOUTH CAROLINA

QUIT-CLAIM DEED

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS, That MURRAY A CHAVIS in the State aforesaid, in consideration of the sum of FIVE AND NO/100 DOLLARS, to the Grantor(s) in hand paid at and before the sealing of these presents by the Grantee(s) the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said ROBERT GREGG, his heir(s) and assign(s) forever,

All that lot piece, parcel or tract of land, situate, lying and being on the Southwest side of Venning Road, in Christ Church Parish, Charleston County, South Carolina and designated as Lots 1, 2 & 3 as per "Plat Showing the Combination of a 2.723 Acre Tract and a 1.832 Acre Tract of Land and Resubdivide to Form Lots 1 thru 4, Located on Venning Road ...", by George A. Z. Johnson, Jr., L.S., dated August 25, 1995 and recorded in Plat Book EB Page 772 in the RMC Office for Charleston County.

Butting, bounding, measuring and containing as by reference to the aforementioned plat will more fully appear.

TMS# 560-00-00-015
GRANTEES ADDRESS: 051
052

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

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the Grantee(s) hereinabove named, and Grantee(s) Heirs and Assigns forever.

GRANTEE ADDRESS
11447 VENNING ROAD EXTENSION
AT PLEASANT SC 29464



OK P 341PG663

WITNESS the Grantor's(s') hand(s) and seal(s) this 12th day of
JANUARY, in the year of our Lord Two Thousand.

SIGNED, SEALED AND DELIVERED in the Presence of:

Anna Harrell
1ST WITNESS SIGNS

MURRAY R CHAVIS

[Signature]
2ND WITNESS SIGNS

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE foregoing instrument was acknowledged before me this
12th day of JANUARY, 2000.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2/12/25

BOOK P 341PC664

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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 is being transferred by MURRAY A CHAVIS to ROBERT GREGG, on 1-12-2000.
3. The Deed is:

XXXX EXEMPT from the deed recording fee because (exemptions 1-12).
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.) EXEMPTION #1

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

5. I understand that a person required to furnish this Affidavit who wilfully 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.

Murray A Chavis
Grantor, Grantee, or Legal
Representative connected with
this transaction

MURRAY A CHAVIS
Print or Type Name here

SWORN to before me this
12 day of JANUARY, 2000.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 2/1/01

Bob Weiss
l.
ml

EX P 341PG665

FILED
P341-662
2000 JAN 31 PM 4:26
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	10.00
State Fee	
County Fee	EXEMPT
Postage	
TOTAL	10.00

A

Recorded this 31 day of Jan year 2000
On Property Record Card
Roger A. Mosley
Auditor Charleston County

TMS VERIFIED	
ENC	
MTD	

BK P 341PG763

STATE OF SOUTH CAROLINA

QUIT-CLAIM DEED

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS, That ROBERT GREGG in the State aforesaid, in consideration of the sum of FIVE AND NO/100 DOLLARS, to the Grantor(s) in hand paid at and before the sealing of these presents by the Grantee(s) the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said MURRAY A CHAVIS, his heir(s) and assign(s) forever,

All that lot piece, parcel or tract of land, situate, lying and being on the Southwest side of Venning Road, in Christ Church Parish, Charleston County, South Carolina and designated as Lot 4 as per "Plat Showing the Combination of a 2.723 Acre Tract and a 1.832 Acre Tract of Land and Resubdivide to Form Lots 1 thru 4, Located on Venning Road ...", by George A.E. Johnson, Jr., L.S., dated August 25, 1995 and recorded in Plat Book BB Page 772 in the RMC Office for Charleston County.

Butting, bounding, measuring and containing as by reference to the aforementioned plat will more fully appear.

TMS# 560.00-00-014

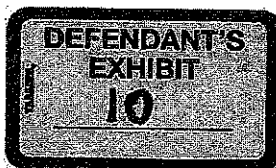
GRANTEES ADDRESS:

B B 542 Mt Pleasant 29405

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

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the Grantee(s) hereinabove named, and Grantee(s) Heirs and Assigns forever.

WITNESS the Grantor's(s') hand(s) and seal(s) this 12th day of JANUARY, in the year of our Lord Two Thousand.



IN P 341P6764

SIGNED, SEALED AND DELIVERED in the Presence of:

James M. Smith
1ST WITNESS SIGNS
[Signature]
2ND WITNESS SIGNS

Robert Gregg
ROBERT GREGG

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

THE foregoing instrument was acknowledged before me this
12 day of JANUARY, 2000, by ROBERT GREGG.

Angelia J. [Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 8-23-04

M P 341P6765

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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 is being transferred by ROBERT GREGG to MURRAY A CHAVIS, on 1-12-00.
3. The Deed is:

XXXX EXEMPT from the deed recording fee because (exemptions 1-12).
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.) EXEMPTION #1

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

5. I understand that a person required to furnish this affidavit who wilfully 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.


Grantor, Grantee, or Legal
Representative connected with
this transaction

MURRAY A CHAVIS

Print or Type Name here

SWORN to before me this
1st day of JANUARY, 2000.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 2/15/01

Bob Weiss
h

OK P 341PG766

FILED

P341-763

2000 JAN 31 PM 4:26

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Recording Fee	10.00
State Fee	
County Fee	EXEMPT
Postage	
TOTAL	10.00

A

Recorded this 31 day of Jan year 2000
On Property Record Card

Roger A. Moxley
Auditor Charleston County

TIME RECORDED	
SAC	mmf
DTD	8/8/00



BP0762082

PGS:

5

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE
TITLE NOT EXAMINED BY CIPOLLA COX

KNOW ALL MEN BY THESE PRESENTS, that Robert Gregg, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of FIVE AND 00/100, (\$5.00) DOLLARS, and subject to the Restrictions, Exceptions, and Limitations as set forth hereinafter, if any, to the Grantor herein paid at and before the sealing of these presents by Robert Leroy Gregg, (hereinafter whether singular or plural the "Grantee") the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents, do grant, bargain, sell and release unto the said Grantee, Grantee's successors, heirs and assigns, the following described property, to-wit:

All that lot piece, parcel or tract of land, situate, lying and being on the Southwest side of Venning Road, in Christ Church Parish, Charleston County, South Carolina and designated as Lots 1, 2 & 3 as per "Plat showing the Combination of a 2.723 Acre Tract and a 1.832 Acre Tract of Land and Resubdivide to Form Lots 1 thru 4, Located on Venning Road", by George A.Z. Johnson, Jr., L.S., dated August 25, 1995 and recorded in Plat Book EB Page 772 in the RMC Office for Charleston County.

Butting, bounding, measuring and containing as by reference to the aforementioned plat will more fully appear.

Being the same property conveyed to Robert Gregg by Deed of Murray A. Chavis, dated January 12, 2000 and recorded January 31, 2000 in the RMC Office for Charleston County, SC in Deed Book P341, Page 662.

TMS No.: 560-00-00-015, 560-00-00-051, 560-00-00-052

Grantee Address: 1737 Labor Camp Road, Mount Pleasant, SC 29464

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Robert Leroy Gregg, Grantee's successors, heirs and assigns, forever.

AND the Grantor does hereby bind the Grantor and the Grantor's successors, heirs, assigns, personal representatives and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, as hereinabove provided, Grantee's successors, heirs and assigns against the Grantor and the Grantor's successors, heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the



18-1221

same or any part thereof.

SIGNATURE PAGE TO FOLLOW

WITNESS Grantor's Hand and Seal this 14 day of November, 2018.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

Witness #1

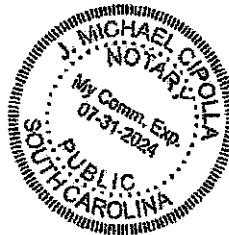
Robert Gregg
Robert Gregg

[Signature]

Witness #2 (can be notary)

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON
The foregoing instrument was acknowledged before me this <u>14</u> day of November, 2018 by Robert Gregg.
<u>[Signature]</u>
Signature of Person Taking Acknowledgment
Title or Rank _____
Serial Number _____
Commission Expires: <u>3/31/2024</u>

18-1221



STATE OF SOUTH CAROLINA

)

Date of Transfer of Title

COUNTY OF CHARLESTON

)

AFFIDAVIT

November 14, 2018

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 is being transferred by Robert Gregg to Robert Leroy Gregg on November 14, 2018.
3. Check one of the following: The deed is:
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because exemption number 1.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00
 - (b) The fee is computed on the fair market value of the realty, which is n/a
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES or NO X 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 n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$0.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$0.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. 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.

J. Michael Cripps
 Grantor, Grantee or Legal Representative
 Connected with this Transaction

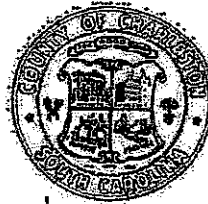
Print or Type Name Here

SWORN to before me this
 November 14, 2018

Notary Public for South Carolina
 My Commission expires: 7/19/21

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



Filed By:
GIPOLLA COX ATTORNEYS (BOX)

RECORDED		
Date:	November 21, 2018	
Time:	4:32:36 PM	
Book	Page	DocType
0782	082	Deed
Elaine H. Bozman, Register Charleston County, SC		

MAKER:
GREGG ROBERT

RECIPIENT:
GREGG ROBERT L

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
Dec 03, 2018
Peter J. Tecklenburg
Charleston County Auditor

DID VERIFIED BY ASSESSOR
REP MKD
DATE 12/04/2018
21

of Pages: 5

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

DRAWER
CLERK

Drawer 5 JSW



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Recorded Date



5
Pages



Original Book



Original Page



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RECEIVED 2/17, 2023
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 CHARLESTON COUNTY, SC

1164-278
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STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

WHEREAS, the below-described property was conveyed to Harriet Gregg by deed of Matilda Venning dated and recorded March 25, 1948 in Book E49, page 131, in the ROD Office for Charleston County and by confirmatory deed dated January 29, 1951 and recorded April 11, 1951 in Book S53, page 67, in said ROD Office; and

WHEREAS, the said Harriet Gregg died intestate on December 18, 1957, leaving as her heirs-at-law her three (4) children, to wit, Henrietta G. Fishburn, Aggie G. Washington, Leroy Gregg and James Gregg and the two (2) children of her son Jesse Gregg, to wit, Fanny Murray and Thelma Myers; and

WHEREAS, the said Aggie G. Washington died intestate on March 12, 1963 leaving as her heirs-at-law her siblings, to wit, Henrietta G. Fishburn, Leroy Gregg and James Gregg and the two (2) children of her brother Jesse Gregg, to wit, Fanny Murray and Thelma Myers; and

WHEREAS, the said James Gregg died intestate in the year 1975 leaving as his heirs-at-law his siblings, to wit, Henrietta G. Fishburn and Leroy Gregg and the two (2) children of his brother Jesse Gregg, to wit, Fanny Murray and Thelma Myers; and

WHEREAS, the said Leroy Gregg died intestate on July 14, 1976, leaving as his heirs-at-law his wife, Louise Gregg, and his eight (8) children, to wit, Leroy Gregg, Jr., Jesse E. Gregg, Robert Gregg, Allen Gregg, Rosa Lee Gregg, Victoria G. Manigault, Mary Frances Steed and Dorothy Horlbeck, and the three (3) children of his deceased daughter Agnes A. Gregg Gorham, to wit, William Gorham, Frankie James Gregg and Michael Gregg; and

WHEREAS, the said Henrietta G. Fishburn, Leroy Gregg, Jr., Jesse E. Gregg, Victoria G. Manigault and Rosa Lee Gregg conveyed their interests in the below-described property to Robert Gregg by deed dated July 22, 1976 and recorded May 5, 1978 in Book S115, page 325, in the ROD Office for Charleston County; and

WHEREAS, the said Louise Gregg, Mary Frances Steed, Dorothy Horlbeck, Fanny Murray and Thelma Myers conveyed their interests in the below-described property to Robert Gregg by deed dated August 25, 1976 and recorded May 5, 1978 in Book T115, page 1, in the ROD Office for Charleston County; and

WHEREAS, the said Allen Gregg conveyed his interest in the below-described property to Robert Gregg by deed dated October 26, 1976 and recorded May 5, 1978 in Book S115, page 326, in the ROD Office for Charleston County; and

WHEREAS, the said Robert Gregg conveyed all of his interest in the below-described property to his son Robert Leroy Gregg by deed dated November 14, 2018 and recorded November 21, 2018 in Book 0762, page 082, in the ROD Office for Charleston County; and

WHEREAS, the said Frankie James Gregg is desirous of conveying his interest in the below-described property to Robert Leroy Gregg.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT I, FRANKIE JAMES GREGG, in the State aforesaid, for and in consideration of the sum of TWO



THOUSAND AND NO/100 (\$2,000.00) DOLLARS to me in hand paid at and before the sealing of these presents by **ROBERT LEROY GREGG** in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, subject however to the exceptions hereinafter set forth, unto the said **ROBERT LEROY GREGG**, all of my right, title and interest in and to the following described real property:

All that lot piece, parcel or tract of land, situate, lying and being on the Southwest side of Venning Road, in Christ Church Parish, Charleston County, South Carolina and designated as Lots 1, 2 & 3 as per "Plat showing the Combination of a 2.723 Acre Tract and a 1.832 Acre Tract of Land and Resubdivide to Form Lots 1 thru 4, Located on Venning Road", by George A. Z. Johnson, Jr., L.S., dated August 25, 1995, and recorded in Plat Book EB, Page 772, in the ROD Office for Charleston County.

Butting, bounding, measuring and containing as by reference to the aforementioned plat will more fully appear.

This property is conveyed subject to Covenants, Conditions, Restrictions, reservations, encroachments, liens for assessments, options, limitations of title, rights-of-way, easements and setback lines recorded in the ROD Office for xx County, matters disclosed by an accurate survey and inspection of the premises, zoning ordinances affecting Property, current city, county and state ad valorem property and sanitary taxes not yet due and payable.

Being the same property conveyed to Harriet Gregg by deed of Matilda Venning dated and recorded March 25, 1948 in Book E49, page 131, in the ROD Office for Charleston County and by deed dated January 29, 1951 and recorded April 11, 1951 in Book S53, page 67, in said ROD Office and thereafter conveyed by all of the heirs of Harriet Gregg with the exception of William Gorham, Frankie James Gregg and Michael Gregg to Robert Gregg by the following deeds, all of which are recorded in the ROD Office for Charleston County: 1) deed dated July 22, 1976 and recorded May 5, 1978 in Book S115, page 325, 2) deed dated August 25, 1976 and recorded May 5, 1978 in Book T115, page 1, and 3) deed dated October 26, 1976 and recorded May 5, 1978 in Book S115, page 326; and the said Robert Gregg having conveyed all of his interest in subject property to Robert Leroy Gregg by deed dated November 14, 2018 and recorded November 21, 2018 in Book 0762, page 082, in the ROD Office for Charleston County.

TMS #s 560-00-00-015, 560-00-00-051, 560-00-00-052

ADDRESS OF GRANTEE: 5519 Gale Street
Charleston, SC 29406

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **ROBERT LEROY GREGG**, subject to the exceptions hereinbefore set forth, if any, his heirs and assigns forever.

AND I do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend, subject however to the exceptions hereinbefore set forth, all and singular, the said Premises unto the said **ROBERT LEROY GREGG**, his heirs and assigns, against me and my heirs lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand and Seal this 16th day of February in the year of our Lord two thousand twenty-three in the two hundred and forty-seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Denise D. Halper

[Signature]
FRANKIE JAMES GREGG

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

I, BARRY I. BAKER, do hereby certify that Frankie James Gregg personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16th day of February, 2023.



[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 01-22-2029

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

Date of Transfer of Title: February 16, 2023

AFFIDAVIT

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

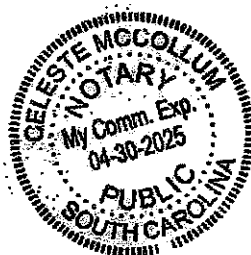
1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 1437, 1439 and 1447 Venning Rd., Mt. Pleasant, SC 29464, bearing Charleston County Tax Map Numbers 560-00-00-051, 560-00-00-052 and 560-00-00-015 was transferred by Frankie James Gregg to Robert Leroy Gregg on February 16, 2023.
3. Check one of the following: The deed is
 - (a) X 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 _____.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$2,000.00.
 - (b) ___ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check Yes ___ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The deed recording fee is computed as follows:
 - (a) \$2,000.00 the amount listed in item 4 above.
 - (b) \$ 0.00 the amount listed in item 5 above.
 - (c) \$2,000.00 subtract line 6(b) from line 6(a).
7. The deed recording fee due based on the amount listed on Line 6(c) above and the deed recording fee due is \$22.40 (deed stamps - \$7.40; recording - \$15.00).
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 for the grantee.
9. I understand that a person required to furnish this affidavit who wilfully 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.


Barry I. Baker

SWORN to before me this 17th day of February, 2023.

Celeste McCollum (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 4-30-2025



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AGREEMENT

This Agreement is entered into this 16th day of February, 2023, by and between Frankie James Gregg and Robert Leroy Gregg.

RECITALS

WHEREAS, Frankie James Gregg is the owner of an undivided interest in 1437 Venning Road, 1439 Venning Road and 1447 Venning Road, Mount Pleasant, South Carolina 29464 which are designated as TMS #s 560-00-00-051, 560-00-00-052 and 560-00-00-015; and

WHEREAS, the parties have come to an agreement whereby Frankie James Gregg has agreed to convey all of his undivided right, title and interest in the above-referenced property to Robert Leroy Gregg upon the following terms and conditions.

NOW, THEREFORE, the parties hereby agree to the following:

1. That Frankie James Gregg will convey all of his undivided right, title and interest in TMS #s 560-00-00-051, 560-00-00-052 and 560-00-00-015 a/k/a 1437 Venning Road, 1439 Venning Road and 1447 Venning Road, Mount Pleasant, South Carolina 29464 to Robert Leroy Gregg by Limited Warranty Deed for the consideration of \$2,000.00;

2. That the sum of \$1,000.00 will be due and payable by Robert Leroy Gregg to Frankie James Gregg upon the execution of this Agreement and the remaining balance of \$1,000.00 will be paid by Robert Leroy Gregg to Frankie James Gregg on July 2, 2023 or at such time as Frankie James Gregg and his grandson vacate the premises;

3. That Robert Leroy Gregg will allow Frankie James Gregg and his grandson to live on the premises until July 1, 2023; and



FG
FG

RLG
RLG

4. That if Frankie James Gregg and his grandson do not vacate the premises by July 1, 2023 as provided in this Agreement and Robert Leroy Gregg has to retain an attorney and institute legal proceedings against them, Frankie James Gregg will be responsible for all attorney's fees, court costs and other expenses incurred by Robert Leroy Gregg in connection with the eviction process.
5. That this Agreement may be executed in counterparts, such that scanned, photocopied or other reproductions of original signatures are equally valid and enforceable.
6. That the Parties stipulate and agree that all terms and provisions of this Agreement are distinct and severable, and it is their intent that in the event this Agreement is ever held to be invalid or unenforceable (in whole or in part) the remainder of the Agreement be considered fully enforceable to the greatest extent a Court of competent jurisdiction deems practicable and equitable under all of the circumstances.
7. That this Agreement contains the entire agreement between all undersigned parties to said Agreement, and it constitutes a complete merger of all prior negotiations and undertakings. The terms of this document are contractual and not a mere recital. Any modifications or amendments of this Agreement shall be made in writing and shall be contemporaneously executed in a notarized document by all parties hereto.
8. That this Agreement is binding upon the heirs, successors and assigns of the Parties hereto.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

FG
FG

RLG
RLG

IN WITNESS WHEREOF the parties hereby execute this Agreement this 16th day of
February, 2023.

Frankie J. Gregg
FRANKIE JAMES GREGG
Robert Leroy Gregg
ROBERT LEROY GREGG

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, BARRY I. BAKER, do hereby certify that
Frankie James Gregg and Robert Leroy Gregg personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16th day of February, 2023.



Barry I. Baker (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 01-22-2029

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 25th day of Jan., 2023,
by and between Rosalee Gregg Smalls (hereinafter referred to as "SMALLS") and Robert Leroy
Gregg (hereinafter referred to as "GREGG").

RECITALS

WHEREAS, Rosalee Gregg Smalls is one of two plaintiffs who filed suit against
Robert Leroy Gregg in the Court of Common Pleas for Charleston County in an action entitled
"WILLIAM GORHAM AND ROSALEE GREGG SMALLS, Plaintiffs, v. ALAN GREGG, et al.,
Defendants," Civil Action No. 2020-CP-10-04714, asking the Court to declare her the fee simple
owner of TMS # 560-00-00-052 (Lot 2); and

WHEREAS, the parties have come to an agreement whereby Robert Leroy Gregg has
agreed to allow his aunt, Rosalee Gregg Smalls, to live on TMS # 560-00-00-052 (Lot 2) for and
during the term of her natural life, under the terms and provisions set forth hereinafter.

NOW, THEREFORE, the parties hereby agree to the following:

1. GREGG hereby grants the right of occupancy of TMS # 560-00-00-052 (Lot
2) to SMALLS, for and during the term of her natural life, provided, however, that SMALLS must
occupy the mobile home located on TMS #560-00-00-052 (Lot 2) as her permanent and primary
residence. SMALLS' right of occupancy is strictly personal in nature and cannot be hypothecated,
transferred, devised, assigned, or inherited in any manner. No rights of any kind shall inure to the
benefit of her heirs and assigns. If SMALLS does not occupy the mobile home located on said



premises for a period of ninety (90) consecutive days, the right of occupancy to the premises granted by GREGG to SMALLS shall immediately terminate.

2. SMALLS shall pay the sum of Two Hundred and no/100 (\$200.00) Dollars per month to GREGG to help pay the annual property taxes, which payment shall be due and payable by the 5th day of each month beginning the first month after the date of this Agreement.

3. SMALLS is expressly prohibited from leasing or subletting the subject premises or any portion thereof and SMALLS shall not allow any other individual to reside in the mobile home located thereon with her with the exception of one caregiver and provided that under no condition is William Gorham, Frankie Gregg, Larry Gregg or DaQuan Johnson allowed to be said caregiver and/or reside on subject premises. In the event SMALLS attempts to lease the premises (or any portion thereof) or SMALLS allows anyone to reside on the premises other than as explicitly permitted herein, then SMALLS' right of occupancy will automatically terminate and will be null and void and of no further force and effect. SMALLS shall not permit any mechanic's liens to be placed against the premises, and if such liens arise, shall promptly remove the same within ten (10) days of written notice thereof or she will be in breach of the terms of this Agreement.

4. SMALLS shall not maintain, store or use any other hazardous materials upon the premises. Hazardous materials shall mean any hazardous, toxic or radioactive substance, matter, material or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulations, code or other governmental restriction or requirement and includes, without limitation, asbestos, petroleum products and the terms hazardous substance and hazardous waste as defined in CERCLA and RCRA, as each may be amended.

5. GREGG or his agents may enter the premises, but may not enter the mobile home located thereon, at reasonable times to inspect the premises or to show the premises to potential buyers or other parties or to do any other act or to inspect and conduct tests in order to monitor compliance with all applicable environmental laws or for any other purpose GREGG deems reasonably necessary. GREGG shall give SMALLS prior notice of such entry, except in the case of an emergency.

6. Upon termination of SMALLS' right of occupancy to the premises due to violation of any of the provisions of this Settlement Agreement, GREGG shall give written notice to SMALLS to immediately vacate the premises and SMALLS shall have ninety (90) days after said written notice to remove all items of personal property and the mobile home presently located thereon. Upon termination of SMALLS' right of occupancy to the premises due to her death, her surviving immediate family members shall have ninety (90) days after her death to remove all items of personal property and the mobile home presently located thereon. If said personal property and/or mobile home are not removed within said ninety (90) days after written notice or her death as set forth herein, all remaining property shall be deemed abandoned and ownership thereof shall become vested in GREGG and GREGG shall be allowed to dispose of it as he sees fit. Notwithstanding the foregoing, ownership of any improvements permanently affixed or attached to the premises shall vest in GREGG.

7. For and in consideration of the above, SMALLS hereby acquits and forever discharges GREGG, his heirs, successors and assigns, from all past, present and future claims, demands, debts, rights, actions, damages, fees and costs and all claims of any nature or kind

whatsoever, now existing, known or unknown, arising from the factual allegations and claims asserted in the lawsuit.

8. For and in consideration of the above, GREGG hereby acquits and forever discharges SMALLS, her heirs, successors and assigns, from all past, present and future claims, demands, debts, rights, actions, damages, fees and costs and all claims of any nature or kind whatsoever, now existing, known or unknown, arising from the factual allegations and claims asserted in the lawsuit.

9. SMALLS hereby releases any and all claim, right, title or interest she may have or allege to have in and to the property known and designated as Lot 2 on Plat recorded in Plat Book EB, page 772, bearing Charleston County TMS 560-00-00-052. SMALLS agrees to execute a quit claim deed, without any reservation, for the property to GREGG within ten (10) days of this Agreement being executed by all parties. The execution and delivery of this quit claim deed is a contingency of this agreement. In the event SMALLS fails to timely provide the same, this Agreement shall automatically terminate.

10. This Agreement, which is a full and final and legally binding settlement of all claims or causes of action of any kind which any Party may have against any others, from the beginning of time to the date of the Party's signature, is made under, and shall be governed and construed by South Carolina law. All undersigned Parties expressly acknowledge and agree that this Agreement constitutes an absolute defense and complete bar to any and all actions, losses, demands, allegations, claims and liability related in any way to the aforesaid litigation, and all claims which could have been raised in the litigation. All such issues, rights, claims demands, liability and causes of action, known and unknown, pled and not pled, in any way related to the aforesaid litigation, are

now deemed to be res judicata. The Parties agree that the place where this Agreement is formed is Charleston, South Carolina. The Parties further agree that the Court of Common Pleas for Charleston County shall have exclusive jurisdiction of any dispute which might arise between or among the Parties concerning this Agreement.

11. All Parties have had an opportunity to consult counsel in connection with this Agreement, and all Parties confirm, via their signature below, their understanding that this Agreement fully and finally and forever bars all Parties hereto from pursuing any legal claims, or enforcing any legal rights, which any Party has or may have against any other Party.

12. This Agreement may be executed in counterparts, such that scanned, photocopied or other reproductions of original signatures are equally valid and enforceable.

13. The Parties stipulate and agree that all terms and provisions of this Agreement are distinct and severable, and it is their intent that in the event this Agreement is ever held to be invalid or unenforceable (in whole or in part) the remainder of the Agreement be considered fully enforceable to the greatest extent a Court of competent jurisdiction deems practicable and equitable under all of the circumstances.

14. The Parties agree that after the execution of this Agreement they will, without further consideration, execute, acknowledge and deliver in proper form any further instruments, forms, or other documents, and take such other action as the other party to this Agreement may reasonably require, in order effectively to carry-out the intent of this Agreement including, but not limited to, filing the necessary documentation to dismiss, with prejudice, the claims and lis pendens.

15. The Parties agree that each party shall be responsible for his/her own attorney's fees incurred in this matter. Notwithstanding the foregoing, any party who willfully

breaches the terms and provisions of this Agreement shall be responsible for the reasonable attorney's fees and costs of the non-breaching party.

16. This Agreement contains the entire settlement agreement between all undersigned parties to said Agreement, and it constitutes a complete merger of all prior negotiations and undertakings. The terms of this document are contractual and not a mere recital. Any modifications or amendments of this Agreement shall be made in writing and shall be contemporaneously executed in a notarized document by all parties hereto.

17. This Agreement is binding upon the heirs, successors and assigns of the Parties hereto.

IN WITNESS WHEREOF the parties hereby execute this Agreement the date set forth above on the separate signature pages attached hereto and incorporated herein by reference.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

SIGNATURE PAGE OF ROSALEE GREGG SMALLS TO THE SETTLEMENT AGREEMENT
BETWEEN ROSALEE GREGG SMALLS AND ROBERT LEROY GREGG DATED
1-25, 2023.

Rosa Lee Gregg Smalls
ROSALEE GREGG SMALLS

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, _____, do hereby certify that
Rosalee Gregg Smalls personally appeared before me this day and acknowledged the due execution
of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2023.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: _____

**SIGNATURE PAGE OF ROBERT LEROY GREGG TO THE SETTLEMENT AGREEMENT
BETWEEN ROSALEE GREGG SMALLS AND ROBERT LEROY GREGG DATED
_____, 2023.**

ROBERT LEROY GREGG

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, _____, do hereby certify that
Robert Leroy Gregg personally appeared before me this day and acknowledged the due execution
of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2023.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: _____

APPRAISAL REPORT

of

2.053 Acre Tract of Vacant Land

at

1439 Venning Rd

Mount Pleasant, SC 29464-9420

As Of:

November 30, 2020

Prepared For:

Mr. Barry I. Baker, Esquire
Baker & Varner, LLC
Post Office Box 31265
Charleston, SC 29417-1265

Prepared By:

Thomas F. Hartnett Jr.
Hartnett Realty Company, Inc.
Post Office Box 2538
Mount Pleasant, SC 29465



Hartnett Realty Company, Inc.
Post Office Box 2536
Mount Pleasant, SC 29465
Tel:(843)270-2915

November 30, 2020

Mr. Barry I. Baker, Esquire
Post Office Box 31265
Charleston, SC 29417-1265

RE: 2.058 Acres of Land at
1439 Venning Rd
Mount Pleasant, SC 29464-9420
File No. TFH2020-070-Gregg
Case No.

Dear Mr. Baker,

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

1439 Venning Rd, Mount Pleasant, SC 29464-9420

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

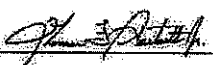
An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of November 30, 2020 is:

\$ 495,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: 

Thomas F. Hartnett Jr.
SC Certified General Real Estate Appraiser #CG6005

Case No.

Appraisal File # TFH2020-070-Gregg

Appraisal
Institute®AI Reports™ Form
AI-300.02*

Summary Appraisal Report • Land

Appraisal Company: Hartnett Realty Company, Inc.

Address: Post Office Box 2538, Mount Pleasant, SC 29465

Phone: 843-270-2915 Fax:

Web: Hartnettrealty.com

Appraiser: Thomas F. Hartnett Jr.

Co-Appraiser:

AI Membership: ☐ SRA ☐ MAI ☐ SRPA ☐ Associate Member ☐ NoneAI Membership: ☐ SRA ☐ MAI ☐ SRPA ☐ Associate Member ☐ None

Other Professional Affiliation:

Other Professional Affiliation:

E-mail: tomhartnettjr@gmail.com

E-mail:

Client: Mr. Barry I. Baker, Esquire

Contact:

Address: Post Office Box 31265, Charleston, SC 29417-1265

Phone: 843-766-9007

Fax: 843-766-1295

E-mail: bbaker@bakerlawsc.com

REAL ESTATE IDENTIFICATION

Address: 1439 Venning Rd

City: Mount Pleasant

County: Charleston

State: SC Zip: 29464-9420

Legal Description: Lots 1, 2 & 3, Property of Robert Gregg

Tax Parcel #: 560-00-00-015, 051 & 052

RE Taxes: \$6,039.44

Tax Year: 2020

SUBJECT PROPERTY HISTORY

Owner of Record: Robert Leroy Gregg

Description and analysis of sales within 3 years (minimum) prior to effective date of value: The subject property has not sold in the past 36 months. There was one internal transfer of the subject within the past 36 months. The subject transferred on November 14, 2018 for a consideration of \$5.00. This is not considered to be an arms length sale.

Description and analysis of agreements of sale (contracts), listings, and options: The subject property is not currently listed for sale and is not under contract to sell.

RECONCILIATIONS AND CONCLUSIONS

Indication of Value by Sales Comparison Approach

\$ 195,000

Indication of Value by Cost Approach

\$ N/A

Indication of Value by Income Approach

\$ N/A

Final Reconciliation of the Methods and Approaches to Value: The subject property is composed of three (3) contiguous, improved, tracts of land. Per the instructions of the client, the subject property is being appraised as one larger tract of vacant land.

Opinion of Value as of: November 30, 2020

\$ 495,000

Subject to any hypothetical conditions or extraordinary assumptions stated in the Assignment Parameters section.

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data analysis or any other work product provided by the individual appraiser(s).

Hartnett Realty Company, Inc.

Client: Mr. Barry I. Baker, Esquire	Client File #:	Case No.:
Subject Property: 1439 Venning Rd	Appraiser:	TFH2020-070-Gregg

ASSIGNMENT PARAMETERS
Intended User(s): Mr. Barry I. Baker, Esquire as attorney for Robert Leroy Gregg
Intended Use: For internal use purposes of the client.
This report is not intended by the appraiser for any other use or by any other user.
Type of Value: Market Value **Effective Date of Value:** November 30, 2020
Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other:
Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) N/A

Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) N/A

 In accordance with Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP), this is a summary appraisal report.

SCOPE OF WORK
Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes: the extent to which the property is identified; the extent to which tangible property is inspected; the type and extent of data researched; and the type and extent of analysis applied to arrive at opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Inspection of Subject: Appraiser: ☐ None ☐ Interior ☒ Exterior ☒ Date of Inspection 11/30/2020 Co-Appraiser: ☐ None ☐ Interior ☐ Exterior ☐ Date of Inspection Living Area Measured: ☐ Yes ☒ No ☐ Other:	Data Sources Used: ☒ MLS ☒ Public Records ☒ Office Files ☒ Owner ☐ Plans & Specifications ☐ Purchase Agreement ☒ Other:	Approaches to Value Developed: Cost Approach: ☐ Is necessary and developed in this analysis ☐ Is applicable but not necessary and omitted in this analysis ☒ Is not applicable or necessary and omitted in this analysis Sales Comparison Approach: ☒ Is necessary and developed in this analysis ☐ Is applicable but not necessary and omitted in this analysis ☐ Is not applicable or necessary and omitted in this analysis Income Approach: ☐ Is necessary and developed in this analysis ☐ Is applicable but not necessary and omitted in this analysis ☒ Is not applicable or necessary and omitted in this analysis

Additional Scope of Work Comments: None

Significant Real Property Appraisal Assistance: ☒ None ☐ Disclose Name(s) and contribution:

Hartnett Realty Company, Inc.
REAL ESTATE EVALUATION REPORT

File No. TFH2020-070-Gregg
 Case No.

This is an all purpose form designed for evaluation of real property collateral
 as defined by the federal agencies for transactions which do not require a real estate appraisal.

SUBJECT	Property Address 1439 Venning Rd		Census Tract 0046.11		Type of Subject Property																																																																																																																																																																																										
	Civ Mount Pleasant	County Charleston	State SC	Zip Code 29464-9420	☐ Residential	☐ Commercial																																																																																																																																																																																									
AREA AND NEIGHBORHOOD	Borrower 2.053 Acres of Land at		Assessment \$25,740 Taxes \$6,039.44 Tax Year 2020 Association Fees N/A		☐ Condo/PUD																																																																																																																																																																																										
	Preparer Thomas F. Hartnett Jr.		Preparer's Phone Number 843-270-2915		☐ Small Income																																																																																																																																																																																										
SITE	Preparer's Address Post Office Box 2538, Mount Pleasant, SC 29465		Preparer's Address Post Office Box 31285, Charleston, SC 29417-1285		☐ Special Purpose																																																																																																																																																																																										
	Lender/Client Mr. Barry J. Baker, Esquire		Address Post Office Box 31285, Charleston, SC 29417-1285		☒ Other Vacant Land																																																																																																																																																																																										
SUB-IMPROVEMENTS	Area Description Mixed use area.																																																																																																																																																																																														
	Neighborhood Description Area composed of a mixture of single family, multi-family residential, commercial and institutional properties.																																																																																																																																																																																														
RECONCILIATION	PROPERTY VALUES ☒ Increasing ☐ Stable ☐ Declining		DEMAND/SUPPLY ☐ Shortage ☒ In Balance ☐ Over Supply																																																																																																																																																																																												
	MARKETING TIMES Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos. ☐		GROWTH RATE Rapid ☒ Stable ☐ Slow ☐																																																																																																																																																																																												
	Neighborhood Land Use The subject neighborhood is a mixed use area.																																																																																																																																																																																														
	Neighborhood Trend and Probable Changes ☒ Not Likely ☐ Likely ☐ In Process to:																																																																																																																																																																																														
	Price Range (per unit or sq.ft.) \$ N/A to \$ N/A and Predominant Value \$ N/A																																																																																																																																																																																														
	Age Range and Predominant Age of Similar Property N/A yrs to N/A yrs Predominant Age N/A yrs.																																																																																																																																																																																														
	(Note: race and the racial composition of the neighborhood are not considered to be significant evaluation factors.)																																																																																																																																																																																														
	Comments on factors affecting the value and marketing of the properties in the area and neighborhood: Property values in the subject area appear to be stable or on the rise. Supply and demand appear to be in balance and financing is readily available in the subject area.																																																																																																																																																																																														
	Site Dimensions See Plat Map for Area Calculation Site Area 2.053 Acres (Per Plat)																																																																																																																																																																																														
	Zoning Classification and Compliance R1, Residential (Town of Mt. Pleasant) & R4, Residential (Charleston County)																																																																																																																																																																																														
	Highest and Best Use As improved As residential development.																																																																																																																																																																																														
	Site Improvements and Characteristics: The subject site is located on the south side of Venning Road, east of Rifle Range Road. The subject property fronts of Venning Road and backs up to the one of the Town of Mount Pleasant's waste water treatment facilities.																																																																																																																																																																																														
	Utilities: ☒ Electric ☐ Gas ☒ Water ☒ Sanitary Sewer ☐ Storm Sewer																																																																																																																																																																																														
	FEMA Special Flood Hazard Area ☒ Yes ☐ No FEMA Zone AE FEMA Map No. 45019C0537J Map Date 11/17/2004																																																																																																																																																																																														
	Easements, Encroachments, Special Assessments, nonconforming zoning use: There were no adverse easements or encroachments noted on the subject site. It should be noted that the subject property may have some limited development potential due to low lying areas and wetlands.																																																																																																																																																																																														
	Adverse environmental conditions in area, neighborhood or on site: There were no adverse environmental conditions noted at the time of the appraisal inspection.																																																																																																																																																																																														
	General Description and Use The subject property is a relatively large tract for the area. The property is currently improved.																																																																																																																																																																																														
	Design and Appeal The subject is an interior tract of land. The size, shape and physical characteristics of the subject would allow for development.																																																																																																																																																																																														
	Size and Shape 2.053 Acres (Per Plat) Mostly Rectangular in Shape																																																																																																																																																																																														
	Age N/A Condition N/A																																																																																																																																																																																														
	Exterior Description N/A																																																																																																																																																																																														
	Interior Inspected ☐ Yes ☐ No Description N/A																																																																																																																																																																																														
	Comments (favorable or unfavorable, including needed repairs, deferred maintenance) The subject property is an improved tract of vacant land that is being appraised as vacant.																																																																																																																																																																																														
	History (sales, listings, offers) The subject property has not sold in the past 36 months and it is not currently listed for sale.																																																																																																																																																																																														
	<table border="1"> <thead> <tr> <th>ITEM</th> <th>SUBJECT</th> <th>COMPARABLE NO. 1</th> <th>COMPARABLE NO. 2</th> <th>COMPARABLE NO. 3</th> </tr> </thead> <tbody> <tr> <td>Address</td> <td>1439 Venning Rd Mount Pleasant, SC 29464-9420</td> <td>0 Rams Hill Road Mount Pleasant, SC 29464</td> <td>1432 Hale Road Mount Pleasant, SC 29464</td> <td>1740 Lacannon Lane Mount Pleasant, SC 29464</td> </tr> <tr> <td>Proximity to Sub.</td> <td></td> <td>0.79 miles N</td> <td>0.35 miles SW</td> <td>0.93 miles NW</td> </tr> <tr> <td>Sales Price</td> <td>N/A</td> <td>\$155,000</td> <td>\$681,100*</td> <td>\$282,500</td> </tr> <tr> <td>Price/Acre</td> <td>N/A</td> <td>\$135,965</td> <td>\$330,550</td> <td>\$282,500</td> </tr> <tr> <td>VALUE ADJ.</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>+(-) Adjustment</td> <td>DESCRIPTION</td> <td>+(-) Adjustment</td> </tr> <tr> <td>Date of Sale/Time</td> <td>N/A</td> <td>02/14/2020</td> <td>-0</td> <td>12/04/2019</td> <td>-0</td> </tr> <tr> <td>Special Financing</td> <td>N/A</td> <td>None Known</td> <td>-0</td> <td>None Known</td> <td>-0</td> </tr> <tr> <td>Conditions of Sale</td> <td>N/A</td> <td>Conventional</td> <td>-0</td> <td>Conventional</td> <td>-0</td> </tr> <tr> <td>Location</td> <td>Good</td> <td>Similar to Subject</td> <td>-0</td> <td>Similar to Subject</td> <td>-20</td> </tr> <tr> <td>Age</td> <td>Vacant Land</td> <td>N/A (Vacant)</td> <td>-0</td> <td>N/A (Vacant)</td> <td>-0</td> </tr> <tr> <td>Condition</td> <td>Vacant Land</td> <td>Vacant Land</td> <td>-0</td> <td>Improved (Leas Home)</td> <td>-0</td> </tr> <tr> <td>Size</td> <td>2.053 Acres</td> <td>1.14 Total Acres</td> <td>-09</td> <td>2.0 Total Acres</td> <td>-0</td> </tr> <tr> <td>Utility of Use</td> <td>Good</td> <td>Good</td> <td>-0</td> <td>Good</td> <td>-0</td> </tr> <tr> <td>Zoning</td> <td>Residential</td> <td>Residential</td> <td>-0</td> <td>Residential</td> <td>-0</td> </tr> <tr> <td>Net Adj. (Total)</td> <td></td> <td>+ X - \$ -9%</td> <td>+ X - \$ -20%</td> <td>+ X - \$ -10%</td> <td></td> </tr> <tr> <td>Indicated Value</td> <td></td> <td>N=0% G=0% \$ 123,728</td> <td>N=0% G=0% \$ 264,440</td> <td>N=0% G=0% \$ 263,250</td> <td></td> </tr> <tr> <td>INDICATED VALUE BY SALES COMPARISON APPROACH</td> <td colspan="5">\$ 495,000</td> </tr> <tr> <td>INDICATED VALUE BY COST APPROACH (see attachment if applicable)</td> <td colspan="5">\$ N/A</td> </tr> <tr> <td>INDICATED VALUE BY INCOME APPROACH (see attachment if applicable)</td> <td colspan="5">\$ N/A</td> </tr> <tr> <td>ESTIMATED VALUE AS OF THE DATE OF EVALUATION</td> <td colspan="5">November 30, 2020 IS \$ 495,000</td> </tr> <tr> <td colspan="6">Reconciliation and General Comments (attach additional sheets as needed)</td> </tr> <tr> <td colspan="6">SEE COMMENTS ON FOLLOWING PAGES OF REPORT</td> </tr> <tr> <td rowspan="2"></td> <td colspan="6"> ☒ This is a Complete Appraisal assignment. 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DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	Date of Sale/Time	N/A	02/14/2020	-0	12/04/2019	-0	Special Financing	N/A	None Known	-0	None Known	-0	Conditions of Sale	N/A	Conventional	-0	Conventional	-0	Location	Good	Similar to Subject	-0	Similar to Subject	-20	Age	Vacant Land	N/A (Vacant)	-0	N/A (Vacant)	-0	Condition	Vacant Land	Vacant Land	-0	Improved (Leas Home)	-0	Size	2.053 Acres	1.14 Total Acres	-09	2.0 Total Acres	-0	Utility of Use	Good	Good	-0	Good	-0	Zoning	Residential	Residential	-0	Residential	-0	Net Adj. 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Hartnett Realty Company, Inc.
COMMENT ADDENDUM

File No. TFH2020-070-Gregg
Case No.

Borrower 2.053 Acres of Land at:

Property Address 1439 Venning Rd

City Mount Pleasant

County

Charleston

State

SC

Zip Code

29464-9420

Lender/Client Mr. Barry J. Baker, Esquire

Address Post Office Box 31265, Charleston, SC 29417-1265

The comparable sales used are considered to be the best and most recent available sales of similar properties that have transferred in the subject's direct market area. These comparable sales, having been adjusted for differences that exist, give a reasonable supported indication as to the current market value of the subject property.

The adjusted per acre sales prices of the comparable sales used range from \$123,728 - \$264,440. The median adjusted per acre sales price is \$263,250 and the mean is \$217,139. Based on the adjusted per acre sales prices of the comparable sales used, I am of the opinion that the indicated per acre value of the subject property is \$240,000/Acre. Therefore, the value of the subject property has been calculated as follows:

2.053 Acres X \$240,000/Acre = \$492,720 Rounded to \$495,000.

APPRAISER:

Signature: 

Name: Thomas F. Hartnett Jr.

Date Signed: November 30, 2020

State Certification #: CG5005

or State License #:

State: SC

Expiration Date of Certification or License: 06/30/2022

SUPERVISOR:

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

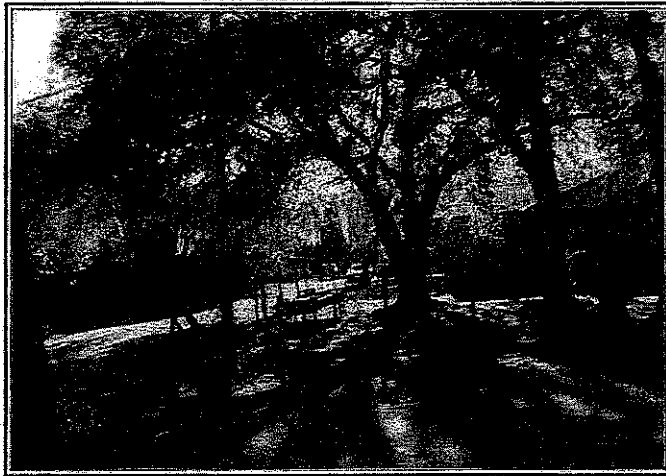
Hartnett Realty Company, Inc.
SUBJECT PHOTO ADDENDUM

File No. TFH2020-070-Gregg
Case No.

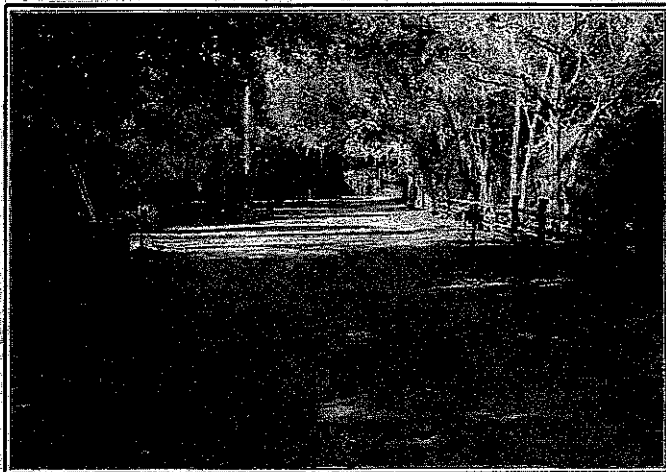
Borrower 2.053 Acres of Land at:					
Property Address 1439 Venning Rd					
City: Mount Pleasant	County	Charleston	State	SC	Zip Code 29454-9420
Lender/Client	Mr. Barry I. Baker, Esquire	Address	Post Office Box 31265, Charleston, SC 29417-1265		



View of Subject Property



Additional View of Subject Property

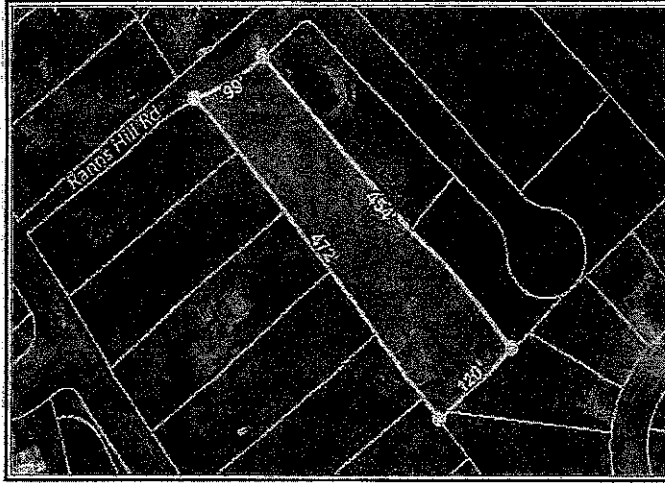


View of Venning Road at Subject

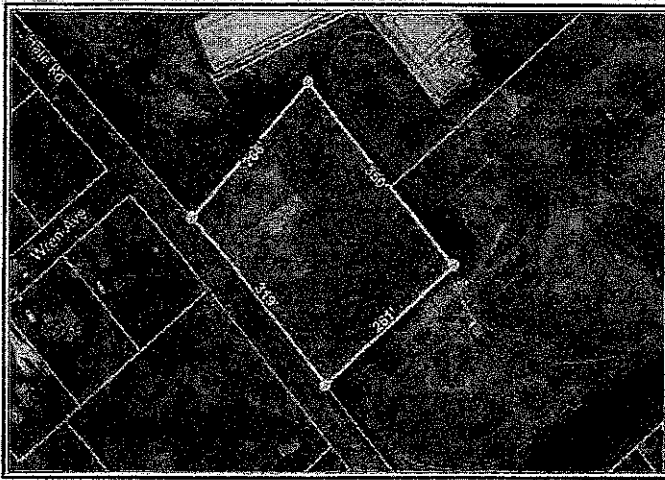
Hartnett Realty Company, Inc.
COMPARABLES 1-2-3

File No. TFH2020-070-Gregg
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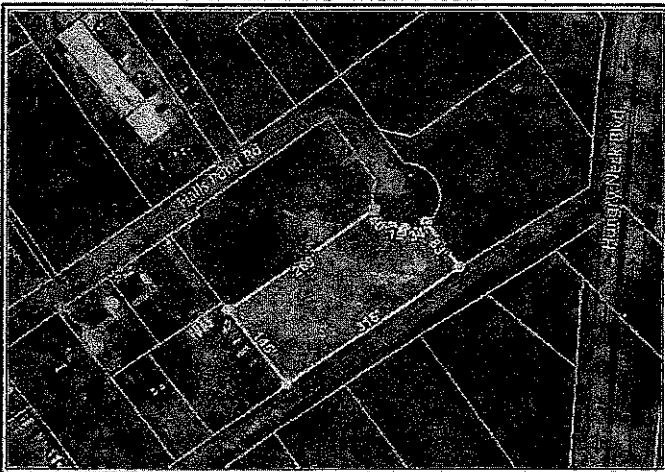
Borrower 2.058 Acres of Land at:
Property Address 1439 Vanning Rd
City Mount Pleasant County Charleston State SC Zip Code 29464-9420
Lender/Client Mr. Barry I. Baker, Esquire Address Post Office Box 31266, Charleston, SC 29417-1266



COMPARABLE SALE # 1
0 Ranns Hill Road
Mount Pleasant, SC 29464



COMPARABLE SALE # 2
1432 Hale Road
Mount Pleasant, SC 29464



COMPARABLE SALE # 3
1740 Lacannon Lane
Mount Pleasant, SC 29464

CRS Tax Map of Subject Property

File No. TFH2020-070-Gregg
Case No.

Borrower 2.053 Acres of Land at:

Property Address 1439 Venning Rd

City Mount Pleasant

County

Charleston

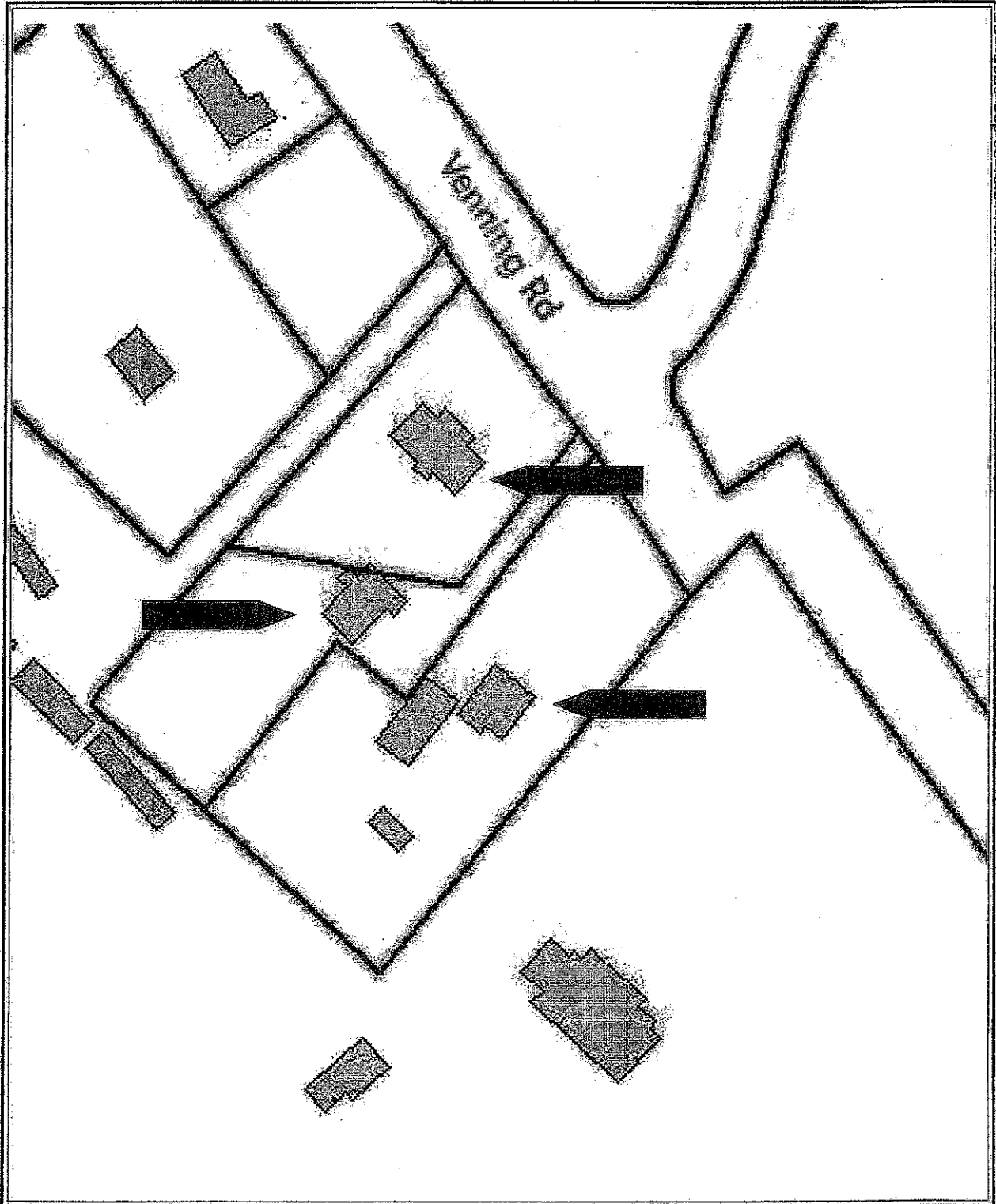
State SC

Zip Code

29464-9420

Lender/Client Mr. Barry I. Baker, Esquire

Address Post Office Box 31265, Charleston, SC 29417-1265



CRS Aerial of Subject Property

File No. TFH2020-070-Gregg
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Borrower 2.053 Acres of Land at:

Property Address 1439 Venning Rd

City Mount Pleasant

County

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State

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Address Post Office Box 31265, Charleston, SC 29417-1265



Birds Eye View Showing Portion of Subject Property

File No. TFH2020-070-Greg
Case No.

Borrower 2.053 Acres of Land at

Property Address 1439 Venning Rd

City Mount Pleasant

County

Charleston

State

SC

Zip Code

29464-9420

Lender/Client Mr. Barry I. Baker, Esquire

Address Post Office Box 31265, Charleston, SC 29417-1265



ELECTRONICALLY FILED - 2023 Sep 08 10:51 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP100424

Charleston County Tax Map

File No. TFH2020-070-Greg
Case No.

Borrower 2.053 Acres of Land at:

Property Address 1439 Venning Rd

City Mount Pleasant

County

Charleston

State

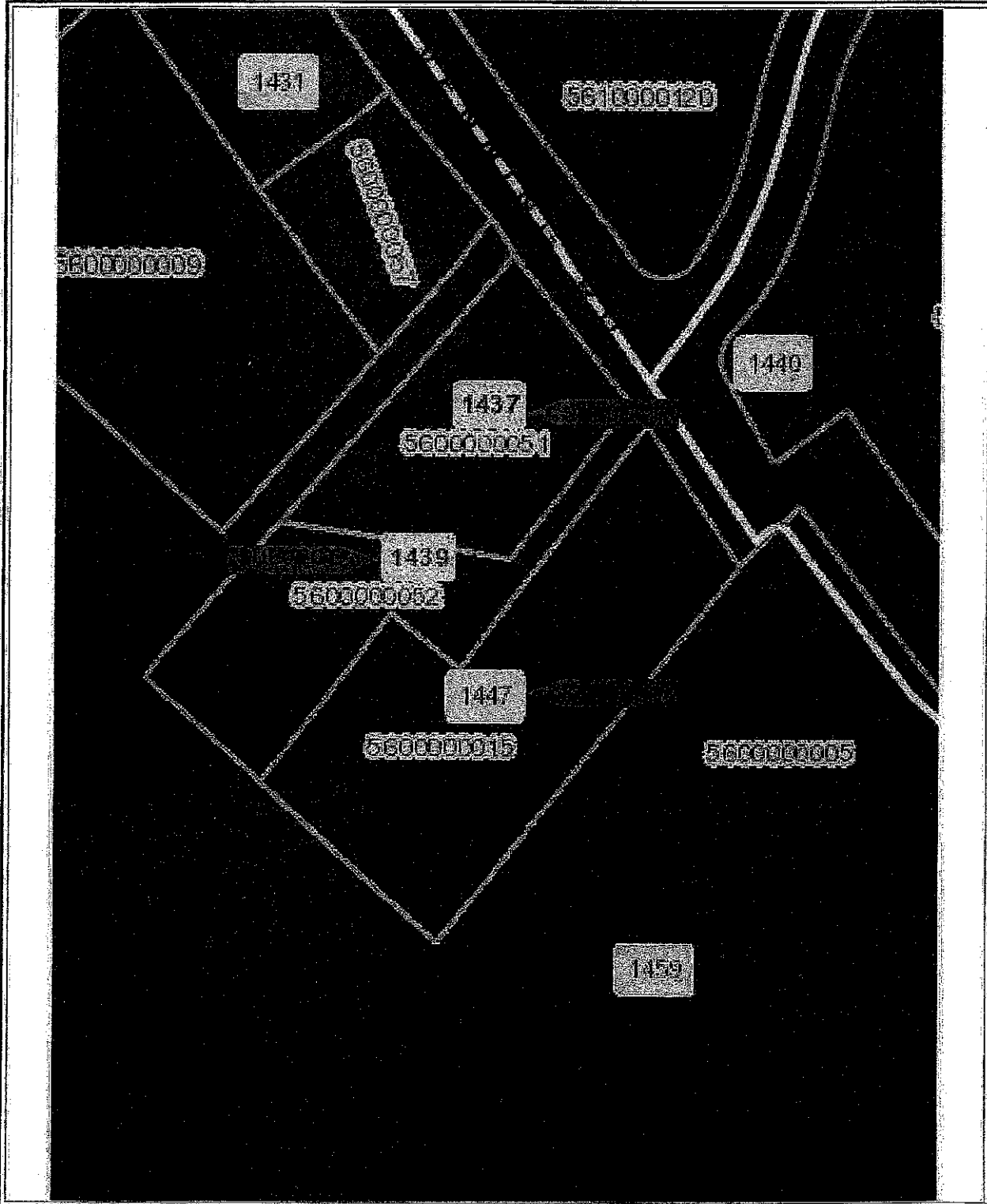
SC

Zip Code

29464-9420

Lender/Client Mr. Barry I. Baker, Esquire

Address Post Office Box 31265, Charleston, SC 29417-1265



Charleston County GIS Aerial of Subject Property

File No. TFH2020-070-Gregg
Case No.

Borrower 2.053 Acres of Land at:

Property Address 1439 Venning Rd

City Mount Pleasant

County

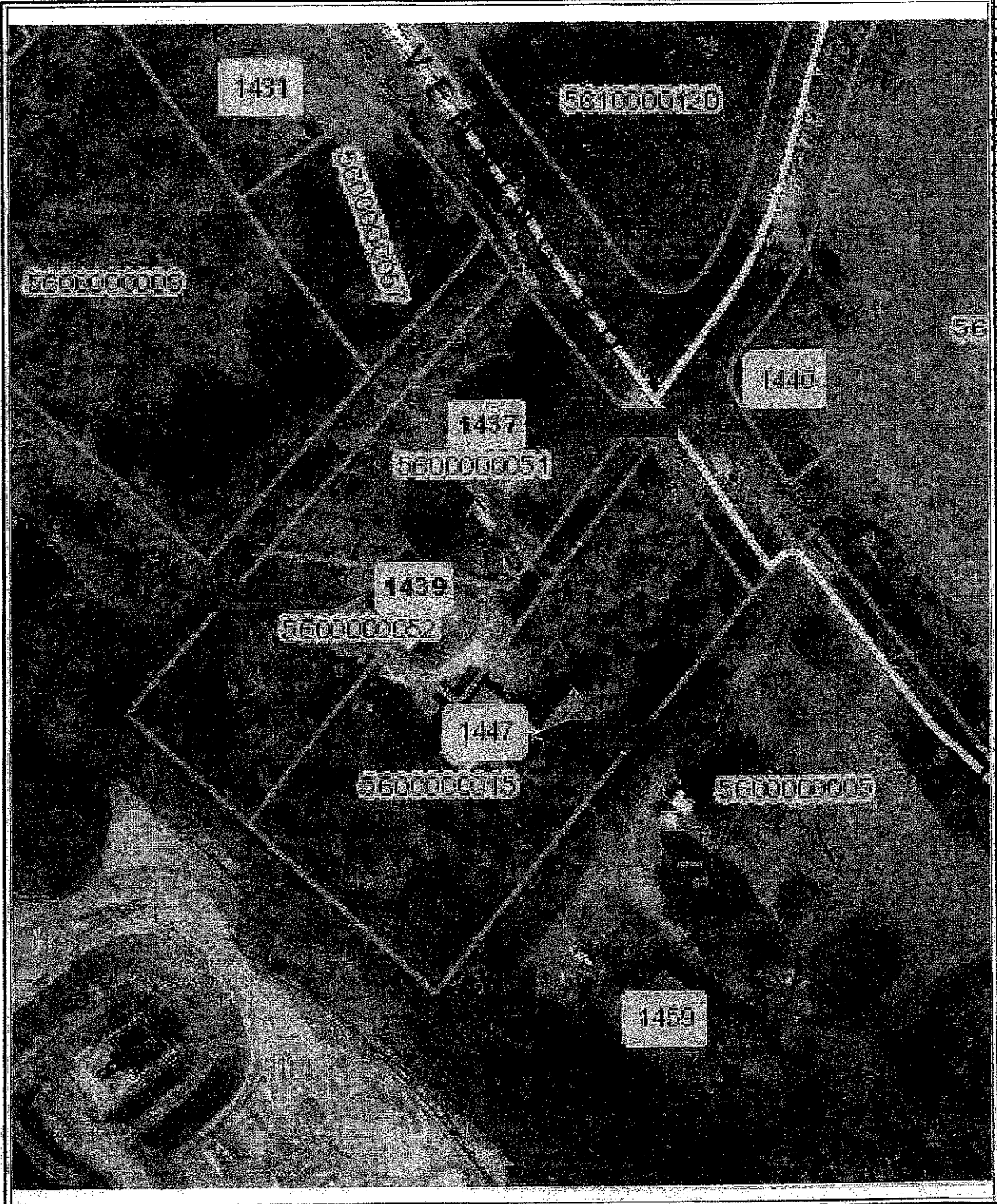
Charleston

State SC

Zip Code 29464-9420

Lender/Client Mr. Barry I. Baker, Esquire

Address Post Office Box 31265, Charleston, SC 29417-1265



Town of Mount Pleasant Zoning Map

File No. TFH2020-070-Gregg
Case No.

Borrower 2.053 Acres of Land at

Property Address 1439 Venning Rd

City Mount Pleasant

County

Charleston

State

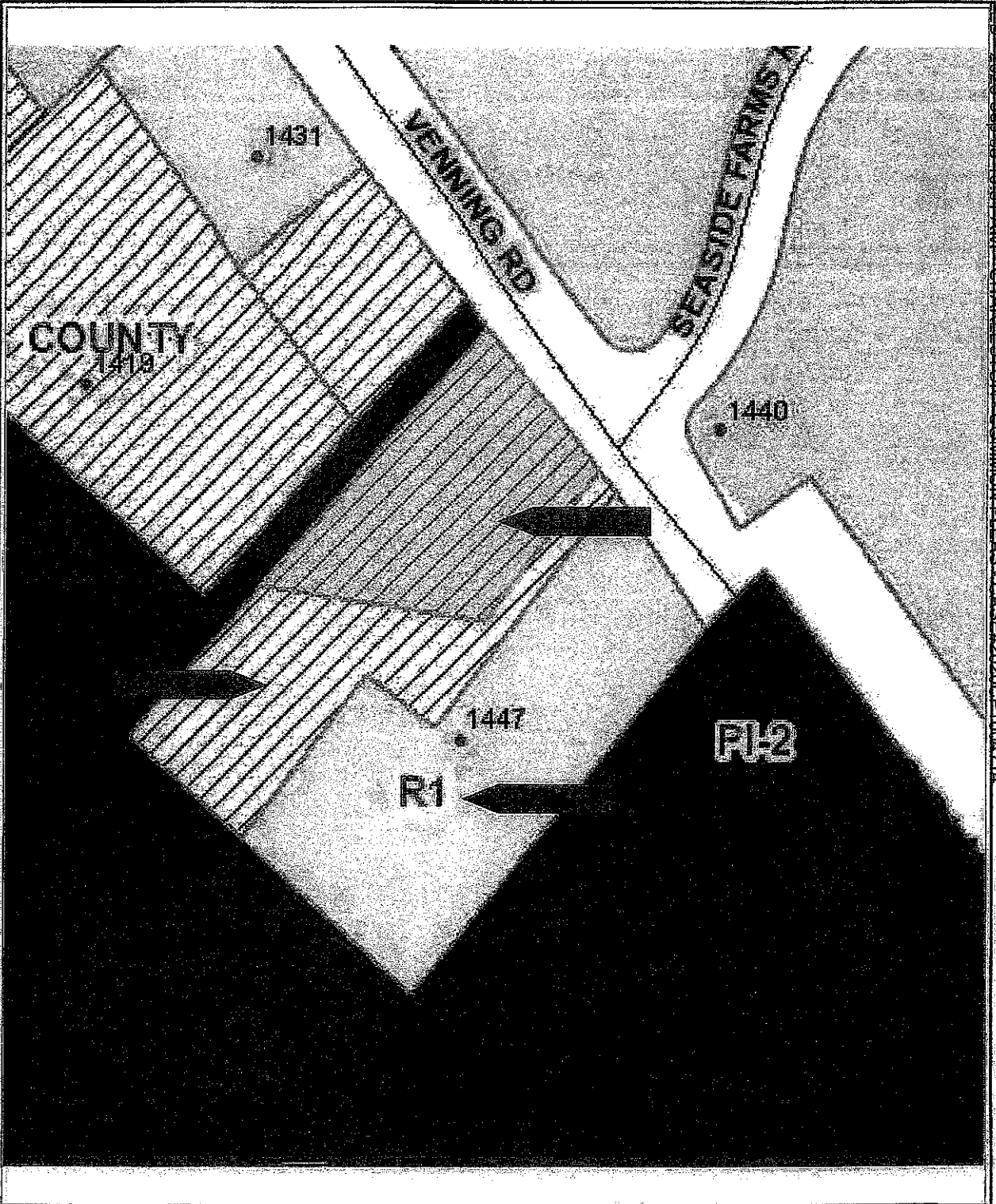
SC

Zip Code

29464-9420

Lender/Client Mr. Barry I. Baker, Esquire

Address Post Office Box 31265, Charleston, SC 29417-1265

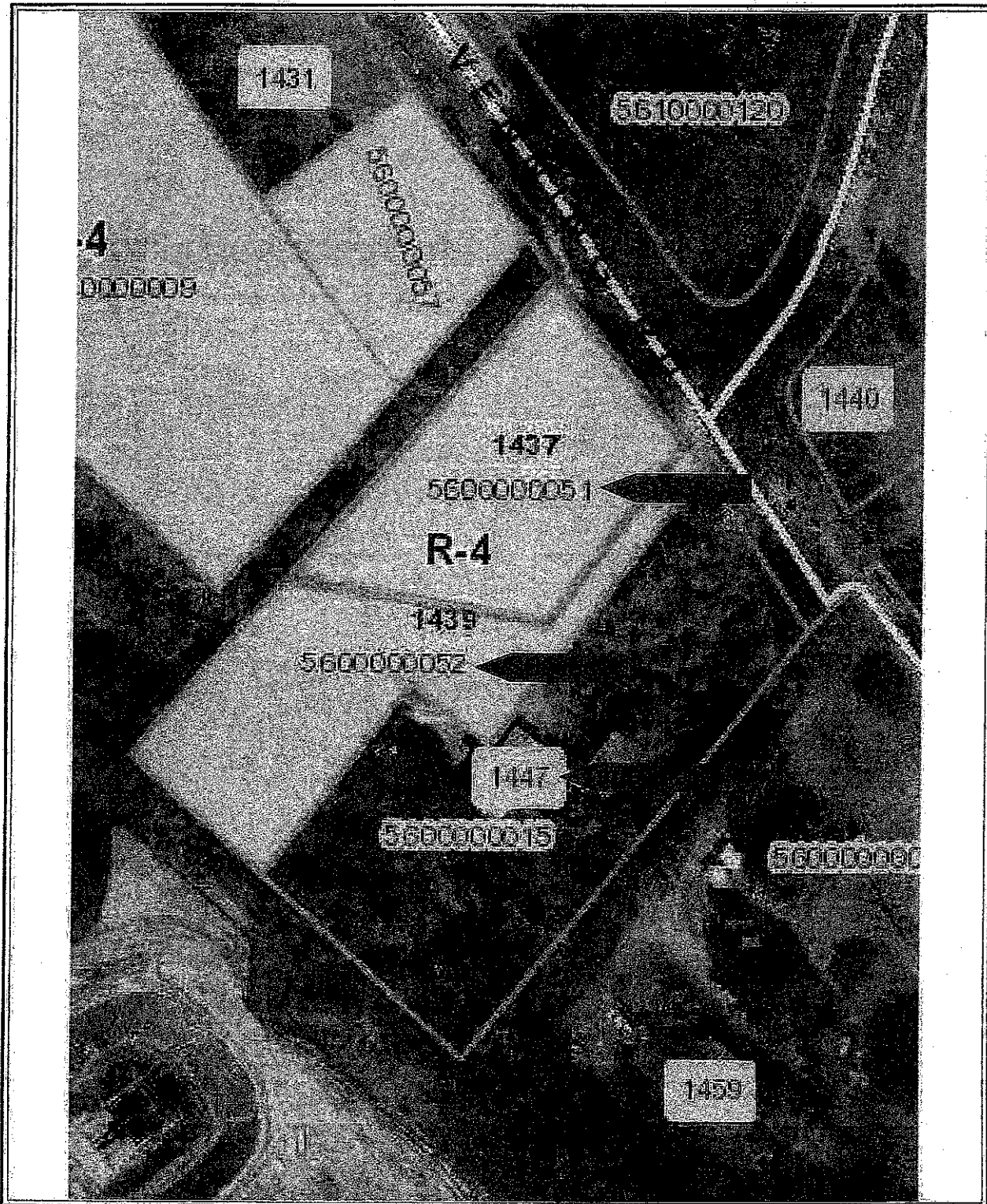


Charleston County Zoning Map

File No. TFH2020-070-Gregg
Case No.

Borrower 2.053 Acres of Land at:
Property Address 1439 Venning Rd

City: Mount Pleasant County Charleston State SC Zip Code 29464-9420
Lender/Client Mr. Barry I. Baker, Esquire Address Post Office Box 31265, Charleston, SC 29417-1265



ELECTRONICALLY FILED - 2023 Sep 08 10:51 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1004714

Plat of Subject Property

File No. TFH2020-070-Gregg
Case No.

Borrower 2.063 Acres of Land at:

Property Address 1439 Venning Rd

City Mount Pleasant

County

Charleston

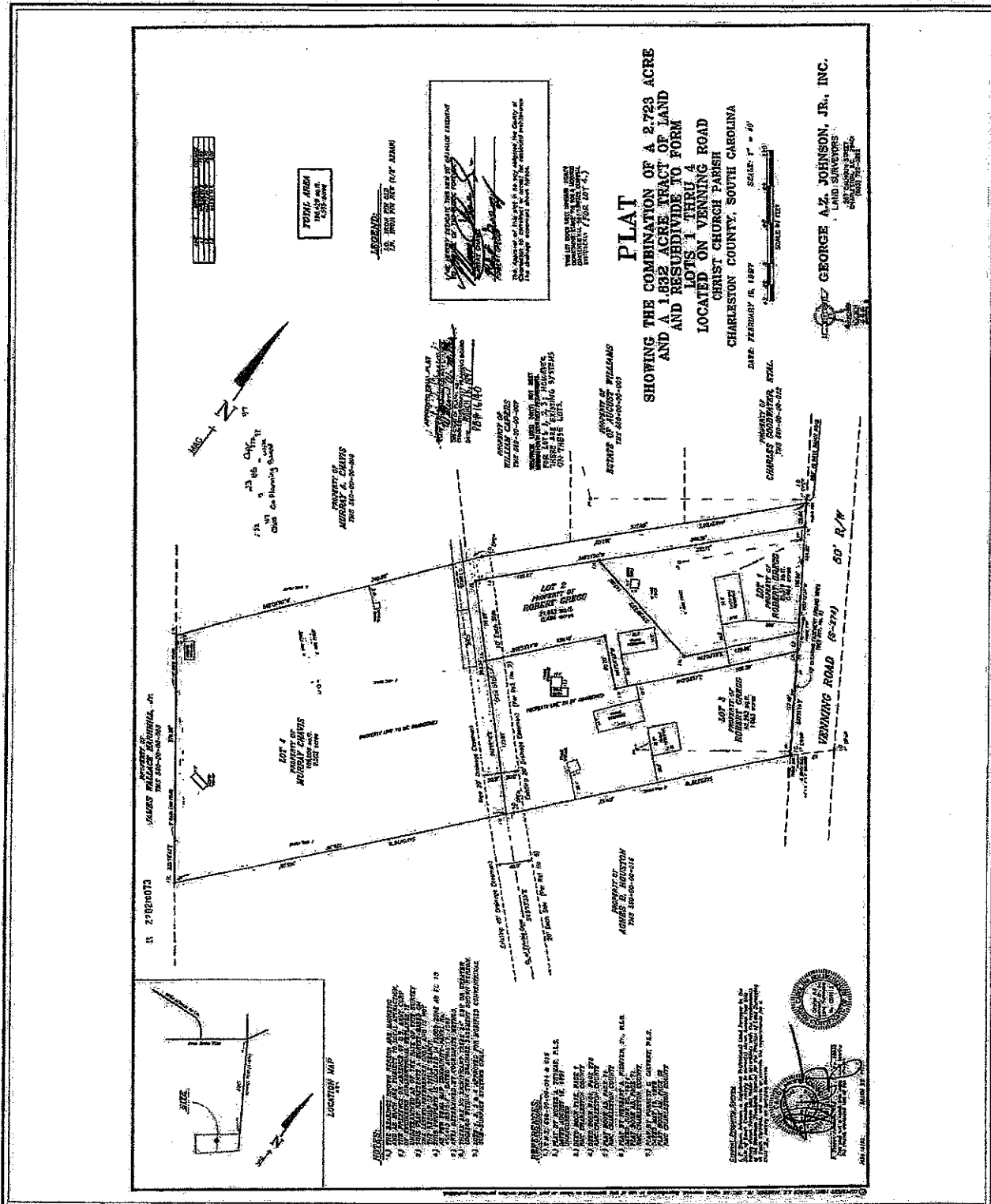
State SC

Zip Code

29464-9420

Lender/Client Mr. Barry I. Baker, Esquire

Address Post Office Box 31265, Charleston, SC 29417-1265



Enlarged Plat of Subject Property

File No. TFH2020-070-Gregg
Case No.

Borrower 2.053 Acres of Land at:

Property Address 1439 Venning Rd

City Mount Pleasant

County

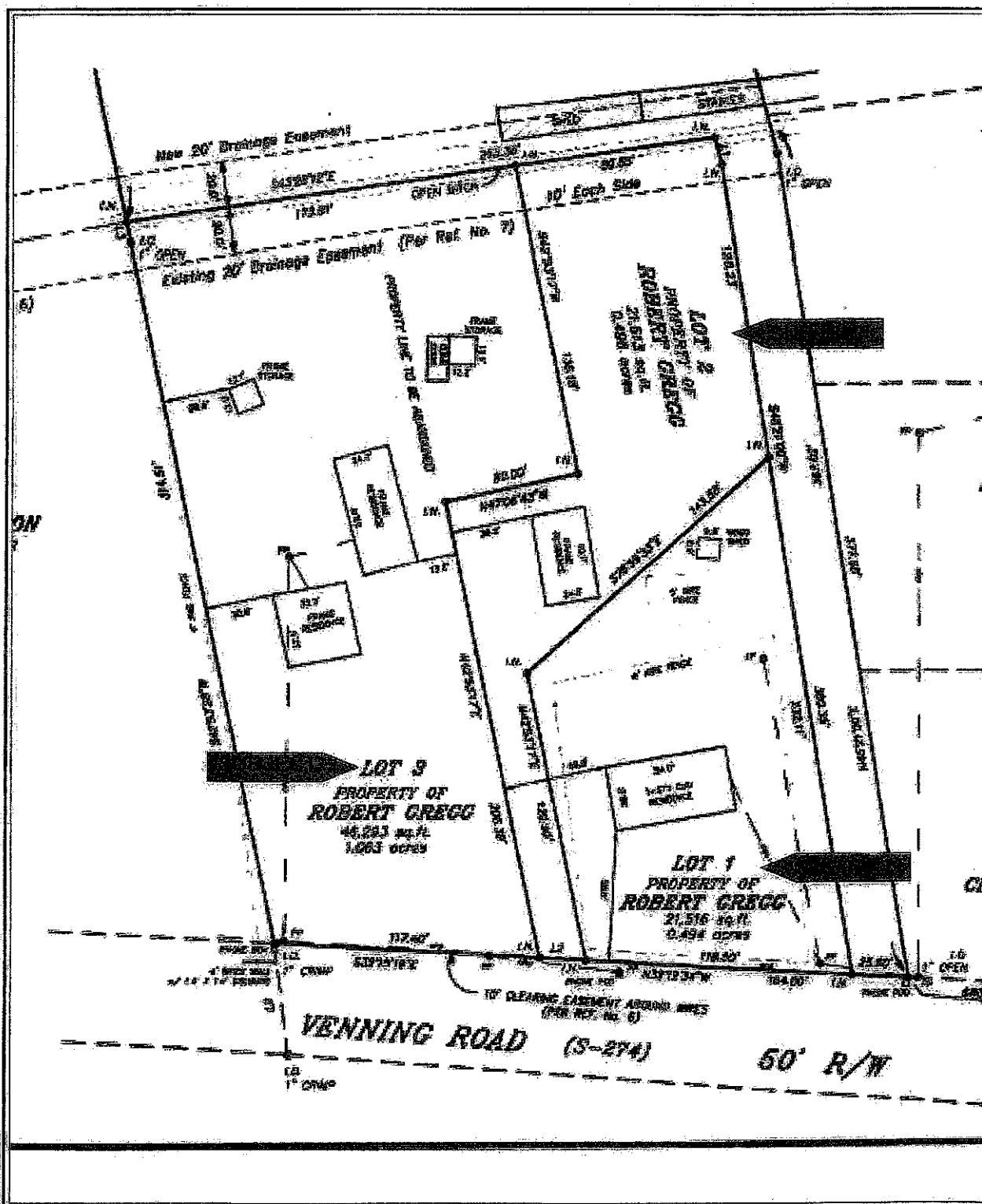
Charleston

State SC

Zip Code 29464-9420

Lender/Client Mr. Barry I. Baker, Esquire

Address Post Office Box 31265, Charleston, SC 29417-1265



Hartnett Realty Company, Inc.
FLOOD MAP ADDENDUM

File No. TFH2020-070-Gregg
Case No.

Bonower 2.053 Acres of Land at:

Property Address	1439 Venning Rd				
City	Mount Pleasant	County	Charleston	State	SC
				Zip Code	29464-9420
Lender/Client	Mr. Barry I. Baker, Esquire		Address Post Office Box 31265, Charleston, SC 29417-1265		



Flood Map Legends

- Flood Zones**
- Areas inundated by 100-year flooding
 - Areas inundated by 500-year flooding
 - Areas of undetermined but possible flood hazards
 - Floodway areas with velocity hazard
 - Floodway areas
 - COBRA zone

Flood Zone Determination

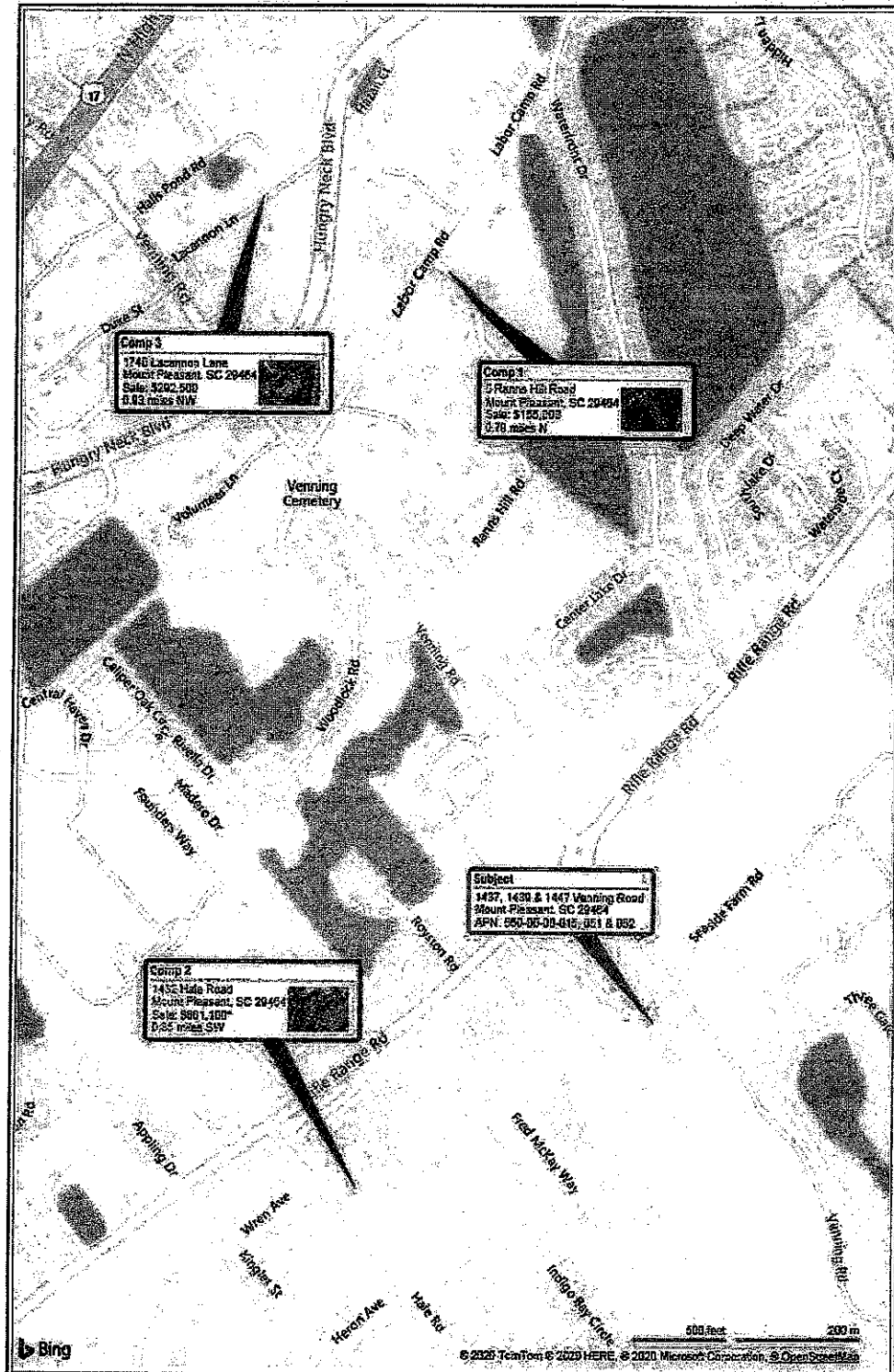
In Special Flood Hazard Area (Flood Zone): _____ In _____
Within 250 ft. of multiple flood zones? _____ Within 250 feet
Community: 455413
Community Name: CHARLESTON COUNTY
Map Number: 45019C0537J
Zone: AE Panel: 45019C 0537J Panel Date: 11/17/2004
FIPS Code: 45019 Census Tract: 0046.11

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Hartnett Realty Company, Inc.
LOCATION MAP ADDENDUM

File No. TFW2020-070-Gregg
Case No.

Borrower 2.053 Acres of Land at:
Property Address 1439 Vennings Rd.
City Mount Pleasant County Charleston State SC Zip Code 29464-9420
Lender/Clerk Mr. Barry I. Baker, Esquire Address Post Office Box 31265, Charleston, SC 29417-1265



Client Name	Mr. Barry I. Baker, Esquire	Case No.	
Property Address	1439 Venning Rd	Appraisal No.	TFH2020-070-Gregg

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and the property is marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- A true and complete copy of this report contains 18 pages including exhibits which are considered an integral part of the report. The appraisal report may not be properly understood without access to the entire report.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

The Intended User of this appraisal report is the client, Barry I. Baker, Esquire as attorney for Robert Leroy Gregg. The Intended Use is to evaluate the property that is the subject of this appraisal for internal use purposes of the client, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

VALUE DEFINITION

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Appraisal Institute Dictionary of Real Estate Appraisal

Appraiser	Mr. Barry I. Baker, Esquire	Case No.	
Property	1439 Venning Rd	TFH2020-070-Gregg	

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

☒ None ☐ Name(s) _____

As previously identified in the scope of work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as:

Appraiser	☐ None	☐ Interior	☒ Exterior
Co-Appraiser	☐ None	☐ Interior	☐ Exterior

The signatures affixed to this appraisal report have been electronically generated and are password protected.

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS**Appraisal Institute Member Certifies:**

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Designated Appraisal Institute Member Certifies:

- As of the date of this report, I ☐ have / ☐ have not completed the continuing education program of the Appraisal Institute.

Designated Appraisal Institute Member Certifies:

- As of the date of this report, I ☐ have / ☐ have not completed the continuing education program of the Appraisal Institute.

APPRAISER:Signature Name Thomas F. Hartnett Jr. Report Date November 30, 2020State Certification # CG5005 ST SC

or License # _____ ST _____

Expiration Date 06/30/2022**CO-APPRAISER:**

Signature _____

Name _____ Report Date _____

State Certification # _____ ST _____

or License # _____ ST _____

Expiration Date _____

HARTNETT REALTY COMPANY, INC.

HARTNETT REALTY CO., INC.
APPRAISERS BROKERS CONSULTANTS
Established 1947

Thomas F. Hartnett, Jr., Certified General Appraiser
William S. Smith, Broker-in-Charge Real Estate

Post Office Box 2538
Mount Pleasant, SC 29465
843-270-2915(Cell)
tomhartnettjr@gmail.com

February 18, 2023

Mr. Barry I. Baker, Esquire
Baker & Varner, LLC
1 Carriage Lane, Bldg. H
Charleston, SC 29407

In re: A Letter of Opinion of Value for a 2.053± Acre Tract of Land Located at: 1439 Venning Road, Mount Pleasant, Charleston County, South Carolina
Tms#: 560-00-00-015, 051 & 052
Estate of Robert Leroy Gregg

Dear Mr. Baker:

The property that is the subject of this Opinion of Value is an improved composed of three contiguous tracts of improved land. These tract were appraised as one vacant, assembled tract of land. The subject property is located at the west side of Venning Road, south of Rifle Rangle Road in the Mount Pleasant area of Charleston County. The subject property is presently known in the numbering system for the Town of Mount Pleasant as 1439 Venning Road, Mount Pleasant, SC 29464. The subject property is zoned by both the Town of Mount Pleasant and Charleston County. The subject property is zoned for residential uses.

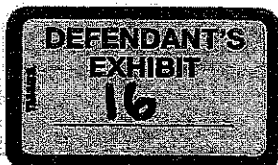
The subject property appears to be at or slightly above street level and is fairly level and well drained. There were no apparent adverse easements or encroachments noted on or around the subject property at the time of this letter.

Pursuant to your request, I have taken a look at the market area for the above captioned property for the purpose of estimating a range of values of the *fee simple title* to the property.

The market search revealed a total of 5 transfers of properties located within the direct market area of your property. These sales occurred between December 2, 2020 and March 22, 2022. The

REAL ESTATE APPRAISALS

P.O. Box 2538, Mount Pleasant, South Carolina 29465



HARTNETT REALTY COMPANY, INC.

Letter to Barry I. Baker, Esquire
February 18, 2023
Page Two.

unadjusted sale price range of comparable sales used is \$243,126 - \$657,895/Acre. This is an unadjusted sales price range. The sizes of the sales range from 1.097± acres - 7.651± acres.

The median unadjusted sales price is \$458,409, and the mean is \$437,581.

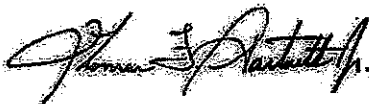
After adjusting for size, location, zoning and other differences, the adjusted per acre values range from \$233,820 to \$578,948. The median adjusted per acre value is \$476,745 and the mean is \$432,850. Based on the adjusted per acre sales prices I am of the opinion that the indicated per acre value of the subject property is \$450,000. The subject is said to contain a total of 2.053± acres of land. Therefore the value of the subject property, as of February 17, 2023, has been calculated as follows: \$450,000 x 2.053 ac = \$923,850 Rounded to \$925,000.

Neither this assignment nor my compensation for making this report was based on a requested minimum valuation, a specific valuation, or the approval of a loan.

The Letter of Opinion of Value has also been made in conformity with the Code of Ethics of the Appraisal Section of the National Association of Realtors and the Appraisal Institute. Copies of the sales and listings used in the completion of this letter remain in the property file.

Thank you for allowing me to be of service to you in this matter.

Respectfully submitted,



Thomas F. Hartnett, Jr.
SC Certified General Real Estate Appraiser #CG5005

TFH:tjr



Administrator Login

WELCOME REAL PROPERTY RECORD SEARCH REAL PROPERTY BILL SEARCH PERSONAL PROPERTY SEARCH

MOTOR VEHICLE SEARCH CHECKOUT CONTACT US

\$0.00
CHECK OUT

Please clear the cache on your browser if you are seeing duplicate bills.

RETURN PRINT

PROPERTY INFO

Account Information

Last Update: 2/17/2023 2:10:47 AM

Parcel Number
5600000051

Alternate Number

Property Type
Real

Owner Information

Current Owner:
GREGG ROBERT LEROY
1447 VENNING RD
MOUNT PLEASANT, SC 29464

Location Information

Physical Address:
1437 VENNING RD
MT PLEASANT SC 29464

TAG#
2-6 EAST COOPER FIRE DISTRICT

Legal Description

Description -LOT 1

Tax Bills

PERIOD	DUE DATE	TAX	PENALTY	INTEREST	FEES	TOTAL PAID	AMOUNT DUE	STATUS
2022	1/17/2023	\$2,269.14	\$0.00	\$0.00	\$0.00	(\$2,269.14)	\$0.00	Paid
2021	1/18/2022	\$2,239.11	\$67.17	\$0.00	\$0.00	(\$2,306.28)	\$0.00	Paid
2020	1/15/2021	\$2,208.42	\$0.00	\$0.00	\$0.00	(\$2,208.42)	\$0.00	Paid
2019	1/15/2020	\$2,310.39	\$0.00	\$0.00	\$0.00	(\$2,310.39)	\$0.00	Paid

RETURN PRINT

PROPERTY INFO

