

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY
Master in Equity Court

APR 11 2024

The Honorable Mikell R. Scarborough

SC Court of Appeals

Appellant Case Number: 2023-001428

Edward Mikell, Individually and as Personal Representative for the Estate of Estelle White,
deceased,..... Respondent,

v.

Mary Ann Green, Elnora Capers, William Mikell, Eloise Chestnut, Ralph Brown, Roges Brown, Raymond Mack, Henrietta J. Mack-Barnette, Jeanette Mack Green, James Mack, Jo Nathan Mack a/k/a Nathan Mack, Ida M. Blake, Glenn Mack, Rose Mack, Elizabeth Lee a/k/a Dorothy Marie Mack Lee, Michael Mack, Harvey Mack, Carolyn McClair, Magaline E. Brown, Delores G. Mack, Charles Mack III, Alton Kirk Mack a/k/a Kirk Mack, Kendall Gibbs, Harold Mack, Walter Brown (son of Cumsey Brown), Albertha Cohen, Jessie M. Washington, Manny Dunmeyer Jr., Ruthie Brown Roper, Sylvia Dunmeyer, Francis Dunmeyer, Tammy Dunmeyer, Brandy Dunmeyer, Timothy Brown, Barbara Ann Gathers aka Barbara Ann Geathers, Clarence Smith, Jr., Lillian Middleton, Pauline Walker a/k/a Pearlina Washington, Robert Smith, Arthur Smith, Margaret Brown, Georgiana Smith, Louise Hamilton, Benjamin Smith, John Smith, Leola Smith, Michael Smith, Janet Heyward Nelson, Eric Heyward, Keith Heyward, Darrell Heyward, William Heyward, Charlene Gadsden, Richard Brown, Sr., Sharon Y. Brown, Merele J. Mack, Adrienne F. Mack a/k/a Frankie Mack, Michael Brown, Louis Mikell, Janie Mikell, Altamese Brown, LaTricia Brown-Mayfield, and Edward Littleton Brown, Melissa Mikell (daughter of Nicolas Mikell), Tomisha Mikell, Thomas Elliott Mikell, Meliss Mikell (daughter of Thomas Mikell), Les Brown, Patricia Campbell, Curtrina Ladson, if they be alive, and JOHN DOE AND JANE DOE, whose true names are unknown and fictitious names designating the unknown heirs, devisees, distributees, issue, executors, administrators, successors, or assigns of the above-named Defendants and if any of them be dead and of Estelle White, Lizzie Mikell Green, Edward Mikell, Emily Mikell Brown, Zeebree Mikell, Marion Green a/k/a Marian Green, Walter Brown, Florence Gadsden, Ida Mack, Charles Mack Jr., Geneva Mack, Franklin Mack Cumsey Brown, Nancy Brown, James Brown, Emily Heyward, Ida Mae Smith Dunmeyer, Pamela Dunmeyer Brown, Elizabeth Dunmeyer, Charles Brown, Jr., Rena Smith, Johnny Brown, Adell Mikell, Nicolas Mikell, Jesse Mikell, Thomas Mikell, and Mary Frances Brown, all deceased; and MARY ROE AND RICHARD ROE, whose true names are unknown and fictitious names designating infants, persons under disability, incompetents, imprisoned, or those person in the military, if any; and all other persons, known or whose true names are unknown, claiming any right, title, interest in, or lien upon the real estate described in the Complaint herein,.....Defendants,

Of whom Richard Brown, Sr. and Sharon Y. Brown are the Appellants,

RECORD ON APPEAL

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP1005358

Edward Mikell et al
PLAINTIFF(S)

Estelle White et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

The Court received Defendant's Motion for Relief from Judgment, filed July 20, 2023. Upon consideration, the Court respectfully DENIES the Motion. The Court requested proposed Orders be submitted within 30 days of the trial held on May 31, 2023, but only received an Order from the Plaintiffs within that time frame. Having reviewed the Motion, the Court confirms the ruling and its basis.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/14/2023.

Edward Mikell Personal Representative
Edward Mikell for Edward Mikell
Marlene J. Mack
Richard Roe
Mary Frances Brown
Pamela Dummeyer Brown
James Brown
Marlan Green
Marlon Green
Zachary Mack
Eloise Chestnut
William Mikell
Elvira Capora
Mary Ann Green
Lizette Mikell Green
Charlene Gadsden
Charles Brown, Jr.
Ida Dummeyer
Emily Hayward
Theresa Mikell
Melissa Mikell
Thomas Elliott Mikell
Toniola Mikell
Nicolas Mikell
Nicolas Mikell
Edward Littleton Brown
Larolia Brown Mayfield
Jesse Mikell
Louis Mikell
Michael Smith
Linda Smith
John Smith

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Roges Brown , plaintiff, et al VS Estelle White , defendant, et al
Case Number: 2017CP1005358
Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-08-14 19:48:38 page 3 of 3

Certificate of Electronic Notification

Recipients

Mark Evans - Notification transmitted on 08-15-2023 08:37:38 AM.

Case Party Info - Notification transmitted on 08-15-2023 08:37:38 AM.
Protected

Willie Heyward - Notification transmitted on 08-15-2023 08:37:38 AM.

Kathryn Cockrill - Notification transmitted on 08-15-2023 08:37:38 AM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2017CP1005358

Official File Stamp: 08-15-2023 08:37:25 AM

Court: CIRCUIT COURT
Common Pleas
Charleston

Case Caption: Roges Brown , plaintiff, et al VS Estelle White ,
defendant, et al

Document(s) Submitted: Order/Motion for Relief fr/Judgment is Denied
Order/Electronic Form 4

Filed by or on behalf of: Mikell Scarborough

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Willie Bruce Heyward
Kathryn Mary Cockrill for Edward Mikell
Case Party Info Protected
Mark V. Evans for Sharon Y Brown
Case Party Info Protected for John Doe, Mary
Roe

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Edward Mikell Personal Representative
Edward Mikell for Edward Mikell
Merele J Mack
Richard Roe
Mary Frances Brown
Pamela Dunmeyer Brown

James Brown
Marian Green
Marion Green
Zeebree Mikell
Eloise Chestnut
William Mikell
Elnora Capers
Mary Ann Green
Lizzie Mikell Green
Charlene Gadsden
Charles Brown, Jr
Ida Dunmeyer
Emily Heyward
Thomas Mikell
Meliss Mikell
Thomas Elliott Mikell
Tomisha Mikell
Nicolas Mikell
Melissa Mikell
Edward Littleton Brown
Latricia Brown Mayfield
Janie Mikell
Louis Mikell
Michael Smith
Leola Smith
John Smith
Benjamin Smith
Louise Hamilton
Georgianna Smith

Margaret Brown
Arthur Smith
Robert Smith
Pauline Walker
Frankie Mack
Timothy Brown
William Heyward
Albertha Cohen
Harold Mack
Kendall Gibbs
Kirk Mack
Alton Kirk Mack
Charles Mack, III
Delores G Mack
Lillian Middleton
Clarence Smith, Jr
Rena Smith
Francis Dunmeyer
Sylvia Dunmeyer
Magaline E Brown
Ruthie Brown Roper
Harvey Mack
Manny Dunmeyer, Jr
Michael Mack
Elizabeth Dunmeyer
Ida M Blake
Johnny Brown
Jo Nathan Mack
Jessie M Washington

Jeanette Mack Green
Roges Brown
Ralph Brown
Patricia Campbell
Les Brown
Albertha Coher
Nancy Brown
Walter Brown
Michael Brown
Magaline Brown
Janet Heyward Nelson
Carolyn McClair
Altamese Brown
Cumsey Brown
Darrell Heyward
Franklin Mack
Keith Heyward
Geneva Mack
Eric Heyward
Charles Mack, Jr
Barbara Ann Geathers
Brandy Dunmeyer
Tammy Dunmeyer
Jane Doe
Emily Mikell Brown
White, Estelle Estate Of
Mikell, Thomas as personal representative
Thomas Mikell
Estelle White

Elizabeth Lee
Rose Mack
Glenn Mack
Nathan Mack
James Mack
Ida Mae Smith Dunmeyer
Jeanette Mack
Jesse Mikell
Henrietta Mack Barnette
Melissa T Mikell
Raymond Mack
Ida Mack
Dorothy Marie Mack Lee
Florence Gadsden
Barbara Ann Gathers
Charles Mack
Pearline Washington
Adrienne F Mack
Cutrina Ladson
Richard Brown, Sr
Edward Mikell for Edward Mikell
Estelle White Estate
Estelle White
Case Party Info Protected
Adelle Mikell

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEA
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO.: 2017-CP-10-05358
Edward Mikell, Individually and as Personal Representative of the Estate of Estelle White, deceased,	)	
	)	ORDER
Plaintiff,	)	
	)	
Vs.	)	
	)	
Richard Brown, Sr. and Sharon Y. Brown, et. al.	)	
Defendants.	)	

Date of Trial:	May 31, 2023
Presiding Judge:	Mikell R. Scarborough
Plaintiff:	Edward Mikell, Individually and as Personal Representative of the Estate of Estelle White
Petitioner's Attorneys:	Kathryn M. Cockrill, Esq. and Jessica L. Duffy, Esq.
Defendant(s):	Richard Brown, Sr. and Sharon Y. Brown, et. al.
Attorney for Richard Brown, Sr. and Sharon Y. Brown:	Mark V. Evans, Esq.

THIS MATTER comes before the Court upon a Summons and Complaint for Suit to Quiet Title and Partition filed with this Court on October 18, 2017 by Defendants Roges Brown, Richard Brown, Sr., and Ralph Brown. Plaintiff, Edward Mikell, has filed both an Answer to Complaint and Third-Party Complaint with this Court. On May 17, 2021, a Consent Order was signed by Master Mikell R. Scarborough realigning the parties to make Edward Mikell the Plaintiff in this action, individually and in his capacity as the Personal Representative of the Estate of Estelle White. The intestate heirs of Estelle White together with Richard Brown, Sr. and Sharon Y. Brown have been made Defendants.

Present at the trial were Plaintiff Edward Mikell, and his attorneys, Kathryn M. Cockrill, Esq. and Jessica L. Duffy, Esq., as well as Defendants Richard Brown, Sr. and Sharon Y. Brown

and their attorney, Mark V. Evans, Esq. Willie Heyward, Esq., attorney for Roges Brown and Ralph Brown, did not appear at the trial.

Based on the Petition, the record in this matter, and the testimony given at the trial, the Court makes the following findings of fact and conclusions of law:

FACTUAL / PROCEDURAL BACKGROUND

1. The Decedent, Estelle White, died testate on January 25, 2014, a resident of Charleston County, South Carolina.

2. This Court has jurisdiction over this matter and venue is proper pursuant to S.C. Code Ann. §62-1-302(a) and S.C. Code Ann. §62-3-201(a)(1).

3. The Court finds that proper notice was given to Defendants Richard Brown, Sr. and Sharon Y. Brown.

4. The Decedent, Estelle White, was unmarried and had no children at the time of her death. Estelle White was one of six (6) siblings born of the union of her parents, Roger Mikell and Georgianna Brown Mikell. In addition to Estelle White, Roger Mikell and Georgianna Mikell had five (5) other children: Adell Mikell, Lizzie Mikell Green, Edward Mikell (not the same individual as Plaintiff), Emily Mikell Brown, and Zeebree Mikell.

5. At the time of Estelle White's death, she was survived by one sibling, Adell Mikell. Subsequent thereto, Adell Mikell died on or about June 10, 2021, survived by three (3) living children: Edward Mikell (the Plaintiff), Louis Mikell, and Janie Mikell, together with three (3) predeceased children: Nicholas Mikell, Jesse Mikell, and Thomas Mikell.

6. The Plaintiff alleges that Nicolas Mikell died in 1968 survived by one daughter, Melissa Mikell, that Jesse Mikell died in 1972 without surviving issue, and that Thomas Mikell

died in 2016 survived by three (3) children: Melissa Mikell, Tomisha Mikell, and Thomas Elliot Mikell, all of whom are alive.

7. The Plaintiff alleges that Lizzie Mikell Green died survived by her two (2) children, namely to wit: Mary Ann Green and Marion Green a/k/a Marian Green. Her date of death is unknown. The Plaintiff alleges that Marion Green a/k/a Marian Green died in the State of New York and was not survived by a spouse or children.

8. The Plaintiff alleges that Edward Mikell (not the Plaintiff) died intestate on or about July 23, 1991, survived by his three (3) children, all of whom are still alive, namely; Elnora Capers, William Mikell and Eloise Chestnut.

9. The Plaintiff alleges that Emily Mikell Brown died intestate on or about August 23, 1979, survived by her eleven (11) children, to wit: Ralph Brown and Roges Brown, both of whom are alive, and James Brown, Walter Brown, Florence Gadsden, Ida Mack, Cumsey Brown, Nancy Brown, Elizabeth Dunmeyer, Charles B. Brown, Jr., and Rena Smith, all of whom are now deceased.

10. The Plaintiff alleges that James Brown died on August 25, 2020, survived by his son Les Brown and his wife, Mary Frances Brown. Subsequent thereto, Mary Frances Brown died in 2020 leaving as her sole her at law her son, Les Brown.

11. The Plaintiff alleges that Walter Brown died August 8, 2019, survived by his wife Altamese Brown and two children: LaTricia Brown-Mayfield and Edward Littleton Brown.

12. The Plaintiff alleges that Florence Gadsden died and was not survived by a spouse of children. Florence Gadsden's date of death is unknown.

13. The Plaintiff alleges that Ida Mack died February 28, 1993 survived by her spouse, Charles Mack, Sr. and eleven (11) children: Raymond Mack, Henrietta Mack-Barnette, Jeanette

Mack Green, James Mack, Jo Nathan Mack, Elizabeth Lee a/k/a/ Dorothy Marie Mack Lee, Harvey Mack, Ida M. Blake, Charles Mack, Jr., Geneva Mack, and Franklin Mack. Subsequently, Charles Mack, Sr. died on August 19, 2000, survived by his above-named children.

14. The Plaintiff alleges that Charles Mack, Jr. died on or about April 5, 2013 survived by his two (2) children, Charles Mack III and Alton Kirk Mack a/k/a Kirk Mack. The Plaintiff alleges that it is possible that Charles Mack, Jr. has another child, namely, Kendal Gibbs, who has been named as a party Defendant.

15. The Plaintiff alleges that Geneva Mack died on or about November 8, 2000 survived by her two (2) children, Harold Mack and Michael Mack.

16. The Petitioner alleges that Franklin Mack died on or about June 13, 2004 survived by his spouse, Merele J. Mack and his daughter, Adrienne F. Mack a/k/a Frankie Mack.

17. The Petitioner alleges that Cumsey Brown died on or about August 16, 2008 survived by his four (4) children, to wit: Carolyn McClair, Magaline E. Brown, Michael Brown, and Walter Brown (not the son of Emily Mikell Brown), all of whom are alive.

18. The Plaintiff alleges that Nancy Brown does on or about July 17, 2001 survived by her four (4) children, to wit: Richard Brown, Albertha Cohen, Jessie Mae Washington, and Johnny Brown, all of whom are still alive except Johnny Brown. The Plaintiff alleges that Johnny Brown was survived by his two (2) children, Patricia Campbell and Curtrina Ladson. Johnny Brown's date of death is unknown.

19. The Plaintiff alleges that Elizabeth Dunmeyer died survived by her five (5) children, to wit: Manny Dunmeyer, Jr., Ruthie Brown Roper, Slyvia Dunmeyer, Francis Dunmeyer, and Barbara Ann Gathers a/k/a Barbara Ann Geathers, all of whom are alive.

20. The Plaintiff alleges that Rena Smith died on or about May 21, 2021 predeceased by her daughters, Emily Smith Heyward and Ida Mae Smith Dunmeyer; and survived by an additional twelve (12) children, to wit: Clarence Smith, Jr., Lillian Middleton, Pauline Walker a/k/a Pearline Washington, Robert Smith, Arthur Smith, Margaret Brown, Georgianna Smith, Louise Hamilton, Benjamin Smith, John Smith, Leola Smith, and Michael Smith, all of whom are still alive.

21. The Plaintiff alleges that Ida Mae Smith Dunmeyer's date of death is unknown and she was survived by her three (3) children, Pamela Dunmeyer Brown, Tammy Dunmeyer, and Brandy Dunmeyer, all of whom are alive except for Pamela Dunmeyer Brown. The Plaintiff alleges that Pamela Dunmeyer Brown was survived by one (1) child, Timothy Brown. Pamela Dunmeyer Brown's date of death is unknown.

22. The Plaintiff alleges that Emily Smith Heyward died and was survived by her five (5) children, Janey Heyward Nelson, Eric Heyward, Keith Heyward, Darrell Heyward, and Willian Heyward, all of whom are alive. Emily Smith Heyward's date of death is unknown.

23. The Plaintiff alleges that Charles Brown, Jr. died on or about November 19, 2005, survived by his one (1) child, Charlene Gadsden.

24. The Plaintiff alleges that Zeebree Mikell died and was not survived by a spouse or children. Zeebree Mikell's date of death is unknown.

25. A Summons and Complaint for Suit to Quiet Title and Partition filed with this Court on October 18, 2017 by Defendants Roges Brown, Richard Brown, and Ralph Brown by and through their counsel, Willie B. Heyward. The Complaint requested the Court to determine the intestate heirs of Estelle White and quiet title on four (4) parcels of property on Wadmalaw Island owned by Estelle White at the time of her death, identified by the following Tax Map Numbers:

TMS# 217-00-00-017, TMS# 217-00-00-137, TMS# 217-00-00-018, and TMS# 217-00-00-042. The Complaint further alleged that Estelle White held title to the subject properties as trustee for the benefit of the heirs of Roger Mikell. The Complaint also alleged that there was a conveyance from Estelle White to Sharon Brown, Sr. and Sharon Y. Brown for two tracts of land, by an unrecorded deed dated June 11, 2007 (it was not recorded in the ROD Office until September 1, 2016, in Book 0580 at Page 422, after the death of Estelle White in 2014 and after the institution of this action in 2015).

26. Subsequent to the filing of the Summons and Complaint, Mark V. Evans, Esq. filed a Notice of Appearance on behalf of Richard Brown, Sr. and Sharon Y. Brown and filed a Counterclaim alleging the aforesaid deed (from Estelle White to Richard Brown, Sr. and Sharon Y. Brown) was valid.

27. Plaintiff, Edward Mikell, by and through his counsel, Barry I. Baker, Esq., filed an Answer with this Court on September 27, 2018 and filed a Third-Party Complaint with this Court on October 1, 2018, alleging the deed dated June 11, 2007 was invalid for a variety of reasons.

28. On May 17, 2021, a Consent Order was signed by Master Mikell R. Scarborough realigning the parties such that Edward Mikell, individually and in his capacity as the Personal Representative of the Estate of Estelle White, became the Plaintiff in the within action and all of the intestate heirs of Estelle White became the Defendants along with Richard Brown, Sr. and Sharon Y. Brown. The Consent Order further directed Plaintiff, Edward Mikell, to file an Amended Complaint.

29. The Consent Order also outlined the issues to be decided by the Court of Common Pleas pursuant to an Order dated August 31, 2017, by Judge Lenna Kirchner, Charleston County Probate Court: (1) a determination of all intestate heirs of Estelle White; (2) whether Estelle White

owned the subject properties in fee simple or in some fiduciary capacity; (3) the validity of the 2007 deed to Richard Brown, Sr. and Sharon Y. Brown; and (4) the priority of the Deed of Distribution executed November 18, 2015, by Edward Mikell, as Personal Representative of the Estate of Estelle White, and recorded November 19, 2015 in Book 0518 at age 558 relative to the deed allegedly executed by the late Estelle White dated June 11, 2007 and recorded September 1, 2016 in Book 0580 Page 422 to Richard Brown, Sr. and Sharon Y. Brown.

30. On August 4, 2021, Plaintiff, Edward Mikell, filed an Amended Summons and Complaint as the Plaintiff in the action asking the Master to rule on the four issues before the Court of Common Pleas.

31. At the trial on May 31, 2023, the Master heard the third and fourth issues only: (3) the validity of the 2007 deed to Richard Brown, Sr. and Sharon Y. Brown; and (4) the priority of the Deed of Distribution executed November 18, 2015, by Edward Mikell, as Personal Representative of the Estate of Estelle White, and recorded November 19, 2015 in Book 0518 at age 558 relative to the deed allegedly executed by the late Estelle White dated June 11, 2007 and recorded September 1, 2016 in Book 0580 Page 422 to Richard Brown, Sr. and Sharon Y. Brown.

32. At the trial, Defendants Richard Brown, Sr. and Sharon Y. Brown both testified that the Decedent, Estelle White, executed a deed dated June 11, 2007 in which she gave two parcels of land on Wadmalaw Island to them in fee simple. The two parcels of land are identified by TMS# 217-00-00-017 and TMS# 217-00-00-137.

33. At the trial, Defendants Richard Brown, Sr. and Sharon Y. Brown both testified that at the time the deed was executed, the Decedent, Estelle White, instructed them to not record the deed until after her death and to not make others aware of the conveyance as it was the Decedent's intention to avoid family conflict during her lifetime.

34. At the trial, Defendants Richard Brown, Sr. and Sharon Y. Brown further testified that the deed was kept in Sharon's home and was not recorded until September 1, 2016.

35. At the trial, Defendant Sharon Y. Brown testified that she did not believe herself to be the fee simple owner of the subject properties after the deed dated June 11, 2007 was executed. Defendant further testified that she did not know when, if ever, she became the fee simple owner of the subject property.

36. At the trial, Defendants Richard Brown, Sr. and Sharon Y. Brown testified that they were divorced in Charleston County. At the time this action was filed, and the Financial Declarations were signed, neither party reflected an ownership interest in the subject properties.

37. At the trial, Plaintiff Edward Mikell testified that he was living in a house on the Decedent's property from 1999 until the time of her death in January 2014. Plaintiff further testified that his brother, Louis Mikell, lived in the Decedent's home with the Decedent during the time the deed dated June 11, 2007 was executed. Neither Edward Mikell nor Louis Mikell were asked by the Decedent, Estelle White, to move off of the property at any time after the deed was executed on June 11, 2007.

38. At the trial, Janie Mikell, sister of Plaintiff, Edward Mikell, testified that she and her mother, Adell Mikell, lived in a house on the Decedent's property and paid a portion of the property taxes each year. Neither Janie Mikell nor Adell Mikell were asked by the Decedent, Estelle White, to move off of the property at any time after the deed was executed on June 11, 2007.

39. At the trial, Respondent Richard Brown, Sr. testified that he was present at the Decedent's home at the time the deed was executed. The Respondent further testified that his

spouse at the time, Sharon Y. Brown, was present along with two witnesses, Sylvia Velez and Ijuana Gadsden, and the notary, Rose Frasier.

40. At the trial, Respondent Sharon Y. Brown testified that Richard Brown, Sr. was not present at the time the deed was executed by the Decedent and that only herself, the two witnesses, and the notary were present. The Respondent further testified that she waited in her car outside while the two witnesses and notary executed the deed inside of the Decedent's home.

41. At the trial, Sylvia Velez testified that she had never met the Decedent before June 11, 2007. Sylvia Velez further testified that she did not ask the Decedent for any photo identification on the date the deed was executed.

42. At the trial, Ijuana Gadsden testified that she had never met the Decedent before June 11, 2007. Ijuana Gadsden further testified that she did not ask the Decedent for any photo identification on the date the deed was executed.

43. At the trial, Rose Frasier testified that she had never met the Decedent before June 11, 2007. Rose Frasier further testified that she asked the Decedent to provide some sort of photo identification but could not recall what document was produced, if any, was produced by the Decedent.

44. At the trial, Petitioner's attorneys called Jeffrey S. Taylor, a forensic document examiner, who was offered as an expert witness to determine whether or not the deed dated June 11, 2007 and the accompanying affidavit were signed by the Decedent, Estelle White. Mr. Taylor testified that he had received seven (7) writing samples, two being the deed dated June 11, 2007 and the accompanying affidavit. Mr. Taylor testified that, after reviewing all writing samples he determined the Decedent, Estelle White, "probably did not" sign the deed dated June 11, 2007 and the accompanying affidavit based on the evidence contained in the handwriting. Mr. Taylor further

testified that the reason his determination fell short of the “virtually certain” degree of confidence was due to the quality of the photocopies submitted for examination and the lack of contemporaneous known writing for comparison purposes. However, Mr. Taylor testified that based on the line quality and baseline found in the signatures, the evidence points strongly toward the questioned and known signatures having not been written by the same individual.

45. Mr. Taylor’s Report was offered into evidence as Plaintiff’s Exhibit 1.

46. At the hearing, Plaintiff, Edward Mikell, testified that he did not have actual knowledge of the deed dated June 11, 2007 as it was not filed with the Charleston County Register of Deeds Office when the Deed of Distribution dated November 18, 2015 was recorded. The Plaintiff further testified that he did not have constructive knowledge of the deed dated June 11, 2007 as he was not made aware of such deed until it was alleged in the Complaint filed by the Respondents with this Court on October 18, 2017.

LAW / ANALYSIS

47. It is well-settled law in South Carolina that South Carolina is a Race-Notice State. In *Leasing Enterprises, Inc., v. Joe E. Livingston and Margaret H. Schlee*, 294 S.C. 204 (1987), South Carolina Supreme Court ruled the recording act is a race-notice act which will provide protection to the subsequent purchaser or creditor provided he records first. This matter involves the effort by a judgment creditor to attack a conveyance of real property between debtor and a family member. The Court cites the Livingston matter in *MI CO., LTD, Respondent, v. Arthur F. McLean, Jr., Trustee under Testamentary Trust contained in Will of Sarah S. McLean*, et al, 325 S.C. 616 (1997), 482 S.E. 2nd 597, and ruled that S.C. Code Ann. Section 30-7-10 (1991) indicates that our recording act is a race-notice act which will provide protection to a subsequent purchaser or creditor *provided he records first* (cites *Leasing Enterprises, Inc., v. Livingston*, 294 S.C. 204,

363 S.E.2d 410 (Ct. App. 1987). Thus, in order to cut off a prior lien such as a mortgage, the purchaser must have no knowledge of the outstanding lien and win the race to the recording office. The Court further opines that Notice can be actual (may consist of facts or conditions observed by a prospective purchaser as well as information conveyed orally or in writing to him) or constructive (notice is imputed to a person whose knowledge of facts is sufficient to put him on inquiry; if these facts were pursued with due diligence, they would lead to other undisclosed facts).

48. In this matter before the Court, the Deed of Distribution transferring the property from the Estate of Estelle White to Edward Mikell, was recorded on November 19, 2015 in Book 0518 at Page 558 (TMS # 217-00-00-017, 217-00-00-137, 217-00-00-018, 217-00-00-042). At the time this Deed of Distribution was recorded, the Plaintiff, Edward Mikell, had no actual or constructive knowledge of the existence of the June 11, 2007 Deed that conveyed two parcels, TMS # 217-00-00-017 and 217-00-00-137, to Richard Brown, Sr. and Sharon Y. Brown. Further, Edward Mikell recorded the Deed of Distribution 288 days before Richard Brown, Sr. and Sharon Y. Brown recorded their Deed. Under the race-notice act, Edward Mikell is protected because he filed first, with no actual or constructive knowledge of the Brown's Deed dated June 11, 2007.

49. Under South Carolina law, for a Deed to be valid, delivery must occur. In *Burke v. Burke* 139 S.E. 209 Aug. 23, 1927 (S.C. Supreme Court), the Court ruled that a deed must take effect on its execution, and immediately pass the estate or interest given. Delivery of a deed includes, not only an act by which the grantor evidences a purpose to part with the control of the instrument, but a concurring intent thereby to vest the title in the grantee. In *Burke v. Burke*, the Grantee, the stepbrother of the Grantor, claimed to have a deed dated prior to Decedent's death. The Grantee was instructed by the Grantor to not record the Deed until the death of the Grantor. The Court ruled that the Grantor may not use a deed to transfer an interest which will take effect

after the grantor's death, and that the Grantor should have retained no further interest in the land for the deed to be valid.

50. In *Donnan V. Mariner* (529 SE 2d 754 – SC Court. App. 2000), Grantor, Samuel Owens, executed a deed purportedly conveying his one-half interest in his marital home and lake house to his daughters while reserving a life estate for himself. The Grantor instructed the drafting attorney that he did not want his spouse to know about the transfer. The drafting attorney mailed the deed to one of the daughters with the instruction not to record the deed until after the Grantor's death, which it was. The Court ruled that the deed was invalid because the Grantor did not effectively deliver the deed prior to his death. The Court ruled that the delivery of a Deed includes not only the act by which the Grantor evinces a purpose to part with the control of the instrument, but a concurring intent thereby to vest the title in the Grantee. Because the Grantor continued to exercise control over the property and did not tell his spouse about the life estate deed, the Court found that the Grantor's actions contradicted any present intent to transfer the properties.

51. In the matter before this Court, Defendant Richard Brown testified that he was instructed to hold onto the deed, not tell notify others of the conveyance, and not record the deed until after Estelle White's death, so as to avoid family conflict during her lifetime. Further, Sharon Y. Brown testified that she never considered herself to be the owner of the property, and, in fact, both parties failed to acknowledge ownership of the parcels of land in the financial declarations filed in a family court action in Charleston County. Estelle White failed to deliver the deed to Richard Brown, Sr., and Sharon Y. Brown. Estelle White maintained control over the property by instructing Richard Brown, Sr. and Sharon Y. Brown to hold onto the deed and not record until she passed away. Estelle White continued to have the opportunity to do what she wanted with the property for the remainder of her life, including, but not limited to, mortgaging the property, selling

the property, gifting the property, or occupying the property as the owner. There was never an intent to immediately vest the property with Richard Brown, Sr. and Sharon Y. Brown. This is supported by Richard Brown Sr. and Sharon Y. Brown testifying that they did not believe they were the owners of the property during the remainder of Estelle White's lifetime.

52. The Deed dated June 11, 2007 lacks sufficient and accurate property descriptions of the parcels of land conveyed from Estelle White to Richard Brown, Sr. and Sharon Y. Brown. The metes and bounds description does not include the general location of the tract or lot with sufficient accuracy such that the tract can be readily located on the ground. The testimony concerning the execution of the June 11, 2007 Deed was inconsistent. Further, Jeffrey S. Taylor, a forensic document examiner, who was offered as an expert witness to determine whether or not the deed dated June 11, 2007 and the accompanying affidavit were signed by the Decedent, determined that Estelle White, "probably did not" sign the deed dated June 11, 2007 and the accompanying affidavit based on the evidence contained in the handwriting. This Court agrees.

CONCLUSION

Therefore, this Court finds that the Deed of Distribution dated November 18, 2015 and recorded November 19, 2015 by Plaintiff is valid and has priority over the deed dated June 11, 2007 and recorded on September 1, 2016 by the Defendants.

This Court further finds that the deed dated June 11, 2007 was not properly delivered to the Defendants during the Decedent's lifetime as the Defendants were instructed to not record the deed until after the Decedent's death.

Therefore, based upon the foregoing, it is hereby

ORDERED, ADJUDGED, AND DECREED that the Deed of Distribution dated November 18, 2015 by Edward Mikell as the Personal Representative of the Estelle White, and

recorded on November 19, 2015 in Book 0518 at Page 558 has priority over the deed allegedly executed by the Estelle White on June 11, 2007 and recorded on September 1, 2016 in Book 0580 at Page 422 to Richard Brown, Sr. and Sharon Y. Brown; it is further

ORDERED, ADJUDGED, AND DECREED that the deed dated June 11, 2007 is invalid because it was not properly delivered during the Decedent's lifetime; it is further

ORDERED, ADJUDGED, AND DECREED that the parties be required to come before the Court to determine the heirs of Estelle White and to determine whether or not Estelle White owned the subject property in fee simple or in some fiduciary capacity; it is further

ORDERED, ADJUDGED, AND DECREED that this Order shall be subject to such further Orders of this Court as may become necessary.

IT IS SO ORDERED!

MIKELL R. SCARBOROUGH
Master in Equity
Charleston County

This ____ day of _____, 2023
Charleston, South Carolina



Charleston Common Pleas

Case Caption: Roges Brown , plaintiff, et al VS Estelle White , defendant, et al
Case Number: 2017CP1005358
Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-07-10 10:38:53 page 15 of 15

Certificate of Electronic Notification

Recipients

Mark Evans - Notification transmitted on 07-10-2023 01:28:34 PM.

Willie Heyward - Notification transmitted on 07-10-2023 01:28:34 PM.

Kathryn Cockrill - Notification transmitted on 07-10-2023 01:28:34 PM.

Barry Baker - Notification transmitted on 07-10-2023 01:28:34 PM.

Kelvin Huger - Notification transmitted on 07-10-2023 01:28:34 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2017CP1005358

Official File Stamp: 07-10-2023 01:28:22 PM

Court: CIRCUIT COURT
Common Pleas
Charleston

Case Caption: Roges Brown , plaintiff, et al VS Estelle White ,
defendant, et al

Document(s) Submitted: Master/Order/Deed of Distribution
Master/Order/Other

Filed by or on behalf of: Mikell Scarborough

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Willie Bruce Heyward
Kathryn Mary Cockrill for Edward Mikell
Case Party Info Protected
Mark V. Evans for Sharon Y Brown
Case Party Info Protected for John Doe, Mary
Roe

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Edward Mikell Personal Representative
Edward Mikell for Edward Mikell
Merele J Mack
Richard Roe
Mary Frances Brown
Pamela Dunmeyer Brown

James Brown
Marian Green
Marion Green
Zeebree Mikell
Eloise Chestnut
William Mikell
Elnora Capers
Mary Ann Green
Lizzie Mikell Green
Charlene Gadsden
Charles Brown, Jr
Ida Dunmeyer
Emily Heyward
Thomas Mikell
Meliss Mikell
Thomas Elliott Mikell
Tomisha Mikell
Nicolas Mikell
Melissa Mikell
Edward Littleton Brown
Latricia Brown Mayfield
Janie Mikell
Louis Mikell
Michael Smith
Leola Smith
John Smith
Benjamin Smith
Louise Hamilton
Georgianna Smith

Margaret Brown
Arthur Smith
Robert Smith
Pauline Walker
Frankie Mack
Timothy Brown
William Heyward
Albertha Cohen
Harold Mack
Kendall Gibbs
Kirk Mack
Alton Kirk Mack
Charles Mack, Iii
Delores G Mack
Lillian Middleton
Clarence Smith, Jr
Rena Smith
Francis Dunmeyer
Sylvia Dunmeyer
Magaline E Brown
Ruthie Brown Roper
Harvey Mack
Manny Dunmeyer, Jr
Michael Mack
Elizabeth Dunmeyer
Ida M Blake
Johnny Brown
Jo Nathan Mack
Jessie M Washington

Jeanette Mack Green
Roges Brown
Ralph Brown
Patricia Campbell
Les Brown
Albertha Coher
Nancy Brown
Walter Brown
Michael Brown
Magaline Brown
Janet Heyward Nelson
Carolyn McClair
Altamese Brown
Cumsey Brown
Darrell Heyward
Franklin Mack
Keith Heyward
Geneva Mack
Eric Heyward
Charles Mack, Jr
Barbara Ann Geathers
Brandy Dunmeyer
Tammy Dunmeyer
Jane Doe
Emily Mikell Brown
White, Estelle Estate Of
Mikell, Thomas as personal representative
Thomas Mikell
Estelle White

Elizabeth Lee
Rose Mack
Glenn Mack
Nathan Mack
James Mack
Ida Mae Smith Dunmeyer
Jeanette Mack
Jesse Mikell
Henrietta Mack Barnette
Melissa T Mikell
Raymond Mack
Ida Mack
Dorothy Marie Mack Lee
Florence Gadsden
Barbara Ann Gathers
Charles Mack
Pearline Washington
Adrienne F Mack
Cutrina Ladson
Richard Brown, Sr
Edward Mikell for Edward Mikell
Estelle White Estate
Estelle White
Case Party Info Protected
Adelle Mikell

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP1005358

Edward Mikell et al
PLAINTIFF(S)

Estelle White et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

This matter came before the Court on the Defendant's Motion to Restore the Case. Upon consideration and with consent of counsel, the Court GRANTS the Defendant's Motion. This case is restored to the Master in Equity docket. A quiet title hearing and trial regarding the validity of a trust agreement is set for May 31, 2023 at 10:00 a.m.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/13/2023.

Edward Mikell Personal Representative
Edward Mikell for Edward Mikell
Marilyn J. Mack
Richard Rice
Mary Frances Brown
Pamela Dunmeyer Brown
James Brown
Marian Green
Marion Green
Zedron Mikell
Eliane Chestnut
William Mikell
Ethore Capora
Mary Ann Green
Linda Mikell Green
Charlene Gadsden
Chaffin Brown, Jr.
Eli Green
Emily Hayward
Thomas Brown
James Mikell
Thomas Elliot Mikell
Torrone Mikell
Kirkus Mikell
Melissa Mikell
Edward L. Brown
Leticia Brown Mayfield
Jana Mikell
Louis Mikell
Michael Smith
Lecia Smith
John Smith
Barbara Smith

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Roges Brown , plaintiff, et al VS Estelle White , defendant, et al
Case Number: 2017CP1005358
Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-03-13 15:22:58 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP1005358

Edward Mikell et al
PLAINTIFF(S)

Estelle White et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☒ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☒ Other Rule 41(a)(2) SCRPC
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

Based on the Consent Order to be Relieved filed August 29, 2022, the Plaintiff Edward Mikell had 30 days from August 29, 2022 to retain new counsel. It has been more than 60 days since the Order was filed and no attorney has made an appearance on behalf of the Plaintiff and Mr. Mikell has not notified the Court he intends to proceed pro se. This matter is therefore DISMISSED per SCRPC 41(a)(2).

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

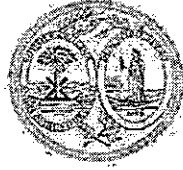
For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 11/10/2022.

Edward Mikell, Personal Representative Edward Mikell, for Edward Mikell Mikell J. Mack Richard Roe Mary Frances Brown Patricia Ottomeyer Brown James Brown Marion Green Marion Green Zachary McCall Erika Chestnut William Mikell Elmore Capers Mary Ann Green Lizzie Mikell Green Christine Gadsden Charles Brown, Jr. Ike Dumsy Emily Hayward Thomas Mikell Malissa Mikell Thomas Edouard Mikell Yonisha Mikell Nicolas Mikell Malissa Mikell Edward Littleton Brown Latricia Brown Mayfield Janie Mikell Lucia Mikell Michael Smith Lucia Smith John Smith	NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Charleston Common Pleas

Case Caption: Roges Brown , plaintiff, et al VS Estelle White , defendant, et al
Case Number: 2017CP1005358
Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2022-11-10 13:24:47 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
CASE NO: 2017-CP-10-5358

Edward Mikell, Individually and as Personal
Representative for the Estate of Estelle White,
Deceased,

Plaintiff,

-v-

Mary Ann Green. Et al.,

Defendants.

**CONSENT ORDER TO BE
RELIEVED AS COUNSEL**

IT APPEARING that irreconcilable differences have arisen between the Plaintiff, Edward Mikell, and his attorneys, Baker & Varner, LLC.

UPON MOTION of Barry I. Baker and with the consent of Edward Mikell; it is hereby

ORDERED ADJUDGED AND DECREED that the law firm of Baker & Varner, LLC, is relieved as counsel for Plaintiff, Edward Mikell; it is further

ORDERED ADJUDGED AND DECREED that Edward Mikell shall retain new counsel within thirty (30) days from the date of this Order.

AND IT IS SO ORDERED.

(SEE ELECTRONIC SIGNATURE PAGE ATTACHED HERETO.)

I MOVE:

I CONSENT:

s/Barry I. Baker (written signature attached as Exhibit A) s/Edward Mikell (written signature attached as Exhibit A)

Barry I. Baker, Esquire

Date: 8/25/22

Edward Mikell

Date: 08/01/22

WE INTERPOSE NO OBJECTION:

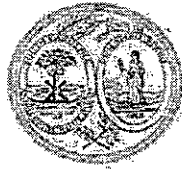
s/Mark V. Evans (written signature by BIB attached as Exhibit A) s/Willie B. Heyward (written signature by BIB attached as Exhibit A)

Mark V. Evans, Esquire
Attorney for Richard Brown, Sr.,
and Sharon Y. Brown

Date: 08/25/22

Willie B. Heyward, Esquire
Attorney for Roges Brown
and Ralph Brown

Date: 08/25/22



Charleston Common Pleas

Case Caption: Roges Brown., plaintiff, et al VS Estelle White , defendant, et al
Case Number: 2017CP1005358
Type: Order/Consent Order

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2022-08-29 12:19:15 page 3 of 3

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ROGES BROWN, RICHARD BROWN, and)
RALPH BROWN,)

Plaintiff(s),)

V.)

ESTELLE WHITE, et al.,)

Defendant(s).)

EDWARD MIKELL,)

Third Party Plaintiff,)

v.)

RICHARD BROWN, SR., and SHARON Y.)
BROWN,)

Third Party Defendants)

IN THE COURT OF COMMON PLEAS
CASE NO: 2017-CP-10-5358

CONSENT ORDER

I held a status conference on February 24, 2020 in the above matter. Kyle T. Varner, Esquire appeared on behalf of the Co-Defendant and Third Party Plaintiff, Edward Mikell, and Mark V. Evans, Esquire appeared on behalf of the Third Party Defendants, Richard Brown, Sr. and Sharon Y. Brown.

Willie B. Heyward, Esquire, attorney for the Plaintiffs, has filed a Complaint to request this Court determine the intestate heirs of Estelle White and to quiet title on real properties located on Wadmalaw Island that were owned by Estelle White at the time of her death. Further, Mr. Heyward has alleged that Estelle White held title to the subject properties as trustee for the benefit of the heirs of Roger Mikell. Mr. Heyward's Complaint also alleged there was a conveyance from Estelle White to

Richard Brown, Sr. and Sharon Y. Brown for two tracts of land, by an unrecorded deed dated June 11, 2007 (it was not recorded in the ROD Office until September 1, 2016, in Book 0580 at Page 422, after the death of Estelle White in 2014 and after the institution of this action in 2015).

Subsequent to the institution of this action, Mark V. Evans, Esquire filed a Notice of Appearance on behalf of Richard Brown, Sr. and Sharon Y. Brown and he filed a Counterclaim alleging the aforesaid deed was valid.

Barry I. Baker, Esquire of Baker & Varner, LLC filed a Third-Party Complaint and an Amended Third-Party Complaint alleging the deed was invalid for a variety of reasons.

The record should further reflect that at the time of her death, Estelle White had executed a Last Will and Testament dated September 13, 1978, which was duly admitted into probate in common form on August 19, 2014, as will be reflected in Charleston County Probate Court Case Number 2014-ES-10-01344. Under the terms and provisions of Ms. White's Will, Edward Mikell is the sole devisee of all real properties owned by Ms. White at the time of her demise.

Mr. Heyward instituted this suit in accordance with an Order issued August 31, 2017 by Associate Probate Judge Lenna S. Kirchner.

Upon review of the pleadings and the posture of the case, I find that the parties should be realigned such that Edward Mikell, individually and in his capacity as the Personal Representative of the Estate of Estelle White shall become the Plaintiff in the within action and all of the intestate heirs of Estelle White shall be the Defendants along with Richard Brown, Sr. and Sharon Y. Brown remaining Defendants.

Under Judge Kirchner's Order, the Probate Court will only decide the issues not decided by this Court. The issues to be decided by this Court are as follows: 1) a determination of all intestate heirs of the late Estelle White; 2) whether Estelle White owned the subject properties in fee simple or in

some fiduciary capacity; 3) the validity of the 2007 deed to Richard Brown Sr. and Sharon Y. Brown; and 4) the priority of the Deed of Distribution executed November 18, 2015, by Edward Mikell, as Personal Representative for the Estate of Estelle White, and recorded November 19, 2015 in Book 0518 at Page 558 relative to the deed allegedly executed by the late Estelle White dated June 11, 2007 and recorded September 1, 2016 in Book 0580 Page 422 to Richard Brown, Sr. and Sharon Y. Brown.

I further bifurcate the issues of the quiet title action from the determination of the validity and priority of the 2007 Deed allegedly executed by the late Estelle White to Richard Brown, Sr. and Sharon Y. Brown. The Probate Court will adjudicate the Will contest portion of this case; it is therefore

ORDERED, ADJUDGED AND DECREED that the parties in the above-entitled matter be realigned with Edward Mikell, individually, and in his capacity as the Personal Representative of the Estate of Estelle White being the Plaintiff and the intestate heirs of Estelle White together with Richard Brown, Sr., and Sharon Y. Brown being made party Defendants; it is further

ORDERED, ADJUDGED AND DECREED that the caption in this matter shall be amended in accordance with this Order including the addition of any parties who are believed to be intestate heirs of Estelle White; it is further

ORDERED, ADJUDGED AND DECREED that Edward Mikell individually and in his capacity as Personal Representative, as Plaintiff shall file an Amended Complaint consistent with this Order and serve all necessary parties.

AND IT IS SO ORDERED.

Mikell R. Scarborough, Master in Equity

WE CONSENT:

s/Barry I. Baker

Barry I. Baker, Esquire
Attorney for Edward Mikell, individually and as
Personal Representative for the Estate of Estelle White

Dated: May 14, 2021

s/Mark V. Evans

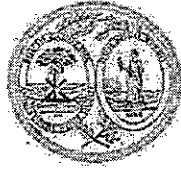
Mark V. Evans, Esquire
Attorney for Richard Brown Sr. and Sharon Y. Brown

Dated: May 14, 2021

s/Willie B. Heyward

Willie B. Heyward, Esquire
Attorney for Roges Brown and Ralph Brown

Dated: May 14, 2021



Charleston Common Pleas

Case Caption: Roges Brown VS Estelle White

Case Number: 2017CP1005358

Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2021-05-17 12:56:39 page 5 of 5

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-5358

ROGES BROWN, RICHARD BROWN, and
RALPH BROWN,

Plaintiff(s),

V.,

ESTELLE WHITE, *et al.*,

Defendant(s).

**ORDER FOR EXEMPTION
FROM MEDIATION AND
ORDER OF REFERENCE**

EDWARD MIKELL,

Defendant/Third Party Plaintiff,

V.,

RICHARD BROWN, SR. and SHARON Y.
BROWN,

Third-Party Defendant(s).

Presiding Judge:
Plaintiff's Attorney:
Defendant Edward
Mikell's Attorney:
Defendants Richard
Brown and Sharon
Brown's Attorney:
Date of Hearing:
Court Reporter:

Hon. Deadra L. Jefferson
Willie Heyward, Esq.

Barry Baker, Esq.

Mark Evans, Esq.
December 17, 2019
Lorraine Harris

This matter was scheduled to come before the Court on December 17, 2019 for a hearing on Defendant's Motion for Exemption from Mediation and Reference to Master in Equity, filed August 29, 2019. Notice was sent to the *pro se* Defendants at their last known addresses, but they failed to appear.

UPON reading and filing the within Motion and Affidavit for Exemption from Mediation and Reference to Master-in-Equity, and upon mature consideration of same, and it being made to appear to my satisfaction that there are over fifty (50) named-Defendants, some of whom are deceased, and it is not practical to obtain waivers from all living parties or for all living parties to attend mediation; that additional parties are John Doe and Mary Roe, representing unknown heirs, devisees, minors, and other parties; it is

ORDERED that pursuant to Rules 3(b)(1) of the Alternative Dispute Resolution rules, the above-styled case is exempt from mandatory mediation and from all other forms of Alternative Dispute Resolution; it is further

ORDERED that this case be, and the same is hereby, referred pursuant to Rules 53 and 71, SCRPC 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 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.

Honorable Deadra L. Jefferson
Presiding Judge
Ninth Judicial Circuit

_____, 2019
Charleston, South Carolina

I SO MOVE:

s/Barry I. Baker
BARRY I. BAKER, ESQ.
Attorney for Defendant/Third Party Plaintiff

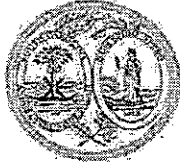
Edward Mikell

I CONSENT:

s/Willie B. Heyward
WILLIE B. HEYWARD
Attorney for Roges Brown and Ralph Brown

I CONSENT:

s/Mark V. Evans
MARK V. EVANS, ESQ.
Attorney for Richard Brown, Sr. and Sharon Y.
Brown



Charleston Common Pleas

Case Caption: Roges Brown VS Estelle White
Case Number: 2017CP1005358
Type: Order/Referred to Master or Special Referee

IT IS SO ORDERED:

s/D.L. Jefferson Ninth Judicial Circuit Judge 2128

Electronically signed on 2020-01-06 20:02:19 page 4 of 4

ELECTRONICALLY FILED - 2020 Jan 06 8:02 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005358

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CASE NO.: 2017-CP-10-5358
ROGES BROWN, RICHARD	)	
BROWN, and RALPH BROWN	)	
	)	
Plaintiffs,	)	
vs.	)	
	)	
ESTELLE WHITE, et al.,	)	
	)	
Defendants.	)	

**CONSENT ORDER TO
ALLOW EDWARD MIKELL
TO INTERVENE**

FILED
 2018 AUG -3 AM 10:07
 CLERK OF COURT

Plaintiffs filed a Summons and Complaint in this matter on October 18, 2017.

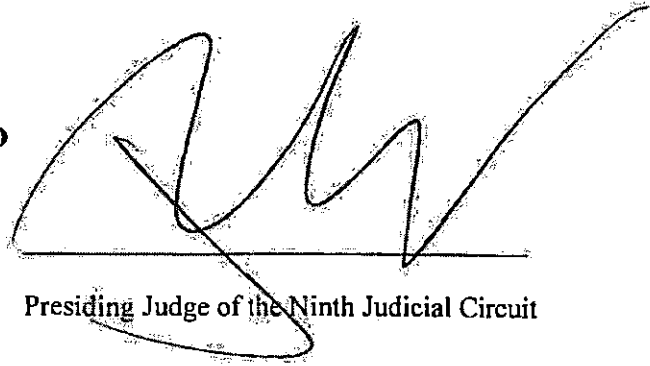
Richard Brown, Sr. (formerly a Plaintiff in this action) and Sharon Y. Brown filed an Answer and Counterclaim. Edward Mikell filed a Motion to Intervene upon the grounds that he claims ownership of all of the properties that are the subject matter of this action. Edward Mikell was not named as a party and the attorneys for the Plaintiffs and the Defendants Richard Brown, Sr., and Sharon Y. Brown agree that Edward Mikell is an indispensable party based upon his claim of ownership to all the properties that are the subject matter of this action.

UPON the Motion of Barry I. Baker, attorney for Edward Mikell and by and with the Consent of Willie B. Heyward, attorney for the Plaintiffs Roges Brown and Richard Brown and Mark V. Evans, attorney for Richard Brown, Sr., and Sharon Y. Brown; it is therefore

ORDERED ADJUDGED AND DECREED that Edward Mikell is made a party Defendant to this action; it is further

ORDERED that Edward Mikell shall file responsive pleadings within thirty (30) days of receipt of the entry of this Order.

AND IT IS SO ORDERED



Presiding Judge of the Ninth Judicial Circuit

I MOVE:



Barry L. Baker, Esquire
Baker and Varner, LLC
PO Box 31265
Charleston, SC 29417
T: 843-766-9007
Attorneys for Edward Mikell

WE CONSENT:



Willie B. Heyward, Esquire
27 Gamecock Ave - Suite 200
Charleston, SC 29407
T: 843-225-8754
Attorney for Plaintiffs

Mark V. Evans, Esquire
147 Wappoo Creek Drive, Suite 202
Charleston, SC 29412
T: 843-762-6640
Attorney for Richard Brown Sr., and
Sharon Y. Brown

AND IT IS SO ORDERED

Presiding Judge of the Ninth Judicial Circuit

I MOVE:

Barry I. Baker, Esquire
Baker and Varner, LLC
PO Box 31265
Charleston, SC 29417
T: 843-766-9007
Attorneys for Edward Mikell

WE CONSENT:

Willie B. Heyward, Esquire
27 Gamecock Ave - Suite 200
Charleston, SC 29407
T: 843-225-8754
Attorney for Plaintiffs

Mark V. Evans
Mark V. Evans, Esquire
147 Wappoo Creek Drive, Suite 202
Charleston, SC 29412
T: 843-762-6640
Attorney for Richard Brown Sr., and
Sharon Y. Brown

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF CHARLESTON)

CASE NO. 2014-ES-10-1344

IN RE: ESTATE OF
ESTELLE WHITE)

JAMES BROWN, ROGES BROWN,
RALPH BROWN, and RICHARD
BROWN,)

Plaintiffs,)

CONSENT ORDER

-v-)

THOMAS MIKELL, as PERSONAL
REPRESENTATIVE of the ESTATE
OF ESTELLE WHITE, et al,)

Defendants.)

*1397
12/15/17
12/15/17*

THIS MATTER comes before the Court upon Plaintiff's Petition to Reopen the Estate, Quiet Title, and Set Aside the Deed of Distribution filed May 5, 2017. Present and appearing before the Court on August 3, 2017, were Barry I. Baker, Esquire, and his client, Edward Mikell, together with several Defendants, and Willie B. Heyward, Esquire, Plaintiffs' attorney, together with certain Plaintiffs.

The Court advised Attorney Baker and Attorney Heyward that the hearing would have to be continued, due to the fact that none of the known Defendants were served with the pleadings, in accordance with the Order of this Court dated May 22, 2017. Further, the pleadings were not published in a newspaper of general circulation, in accordance with said Order.

The Court was thereafter advised that the parties reached an agreement on certain issues. Based upon the foregoing, and with the consent of Attorney Baker and Attorney Heyward, it is therefore;

ORDERED, ADJUDGED, AND DECREED that the Cause of Action to Quiet Title and Set Aside the unrecorded deed that Plaintiffs allege Estelle White executed on June 11, 2007, be dismissed with prejudice as this Court does not have jurisdiction to hear these matters; it is further

ORDERED ADJUDGED AND DECREED that this matter is continued to afford the Plaintiffs the opportunity to file in the Court of Common Pleas a Quiet Title action and to determine the validity of the unrecorded deed that Plaintiffs allege Estelle White executed on June 11, 2007; it is further

ORDERED, ADJUDGED, AND DECREED that Edward Mikell is made a party Defendant to the within action; it is further

ORDERED, ADJUDGED, AND DECREED that upon a final Decree being entered by the Master in Equity and the time when all appeals have expired Plaintiffs shall have the right to request that this Court schedule a hearing on the issues that have been continued; it is further

ORDERED, ADJUDGED, AND DECREED that if the Plaintiffs request another hearing, they will be required to serve the pleadings and the hearing notice on all known Defendants by Certified Mail; it is further

ORDERED, ADJUDGED, AND DECREED that the Plaintiffs will be required to publish the Summons, Notice to Appoint a Guardian ad Litem, and the Notice of Hearing once a week for three weeks in a newspaper of general circulation.

ORDERED, ADJUDGED, AND DECREED that Plaintiffs have been given leave to amend the pleadings.

AND IT IS SO ORDERED this 21st day of July, 2017.

LENNA S. KIRCHNER
ASSOCIATE JUDGE OF PROBATE

Page 2 of 3

Attest: A True Copy
[Signature]
Clerk Probate Court
Charleston County, South Carolina

WE CONSENT:

BARRY I. BAKER, ESQUIRE
Attorney for Defendant, Edward Mikell

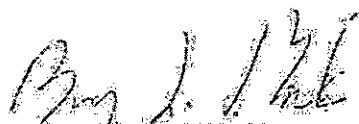
Dated:

Willie B. Heyward
WILLIE B. HEYWARD, ESQUIRE
Attorney for Plaintiffs

8/24/17
Dated:

8/24/17
8/24/17
8/24/17

WE CONSENT:



BARRY L. BAKER, ESQUIRE
Attorney for Defendant, Edward Mikell

Dated:

WILLIE B. HEYWARD, ESQUIRE
Attorney for Plaintiffs

Dated:

3/27/17
3/28/17
3/29/17
3/30/17
3/31/17



Julie J. Armstrong
Charleston County Clerk of Court

Charleston County
Circuit Court Case Details
Public Index

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Switch View

Roges Brown , plaintiff, et al VS Estelle White , defendant, et al

Case Number:	2017CP1005358	Court Agency:	Common Pleas	Filed Date:	10/18/2017
Case Type:	Common Pleas	Case Sub Type:	Real Prop/Other 499	File Type:	Non-Jury
Status:	Referred To Master	Assigned Judge:	Clerk Of Court C P, G S, And Family Court	Disposition Judge:	
Disposition:		Disposition Date:		Restore Reason:	Reopened Case
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Brown, Sharon Y	NEF(09-11-2023 11:51:06 AM) Notice/Other	Filing		09/11/2023-12:42		
Brown, Sharon Y	Notice of Appeal as to Orders Dated July 10 & August 15 2023	Filing		09/11/2023-11:51		
Brown, Sharon Y	NEF(09-11-2023 11:49:14 AM) Notice/Notice of Appearance	Filing		09/11/2023-11:49		
Brown, Sharon Y	Notice/Notice of Appearance	Filing		09/11/2023-11:49		
White, Estelle	NEF(08-15-2023 08:37:25 AM) Order/Electronic Form 4	Filing		08/15/2023-08:37		
White, Estelle	Order/Motion for Relief fr/Judgment Is Denied	Order		08/15/2023-08:37		
Brown, Sharon Y	NEF(07-20-2023 01:46:30 PM) Motion/Alter and/or Amend	Filing		07/20/2023-13:51		
Brown, Sharon Y	Motion to Alter or Amend Judgment of 7/10/2023 & Crt/Srv	Motion		07/20/2023-13:46	11/15/2023-13:46	
Brown, Sharon Y	Motion/Relief Fr/Judgment Order of 7/10/2023	Motion		07/20/2023-13:46	08/15/2023-13:46	
White, Estelle	NEF(07-10-2023 01:28:22 PM) Master/Order/Other	Filing		07/10/2023-13:28		
White, Estelle	Master/Order/Deed of Distribution	Order		07/10/2023-13:28		
Brown, Sharon Y	NEF(06-13-2023 11:21:31 AM) Letter/Letter	Filing		06/13/2023-11:26		
Brown, Sharon Y	Letter in Re: Filing Trial Exhibits	Filing		06/13/2023-11:21		
Mikell, Edward	NEF(06-08-2023 10:36:35 AM) Letter/Letter	Filing		06/08/2023-11:27		
Mikell, Edward	Letter in Re: Filing of Trial Exhibits	Filing		06/08/2023-10:36		
Brown, Roges	Order/Referred to Master Only, No Images	Order		03/13/2023-15:50		
White, Estelle	NEF(03-13-2023 03:48:11 PM) Order/Electronic Form 4	Filing		03/13/2023-15:50		
White, Estelle	Order/Motion to Restore Case to MIE is Granted	Order		03/13/2023-15:48		
Mikell, Edward	NEF(03-07-2023 03:55:20 PM) Notice/Other	Filing		03/07/2023-16:08		
Mikell, Edward	Notice of Appearance	Filing		03/07/2023-15:55		
Mikell, Edward	Notice of Appearance	Filing		03/07/2023-15:55		
Brown, Richard Sr	NEF(02-15-2023 10:28:42 AM) Service/Affidavit Of Service	Filing		02/15/2023-10:53		
Brown, Richard Sr	Affidavit Of Service on Edward Mikell Personal Representative	Filing		02/15/2023-10:28		
Brown, Richard Sr	NEF(01-27-2023 12:07:09 PM) Motion/Restore Case	Filing		01/27/2023-13:31		
Brown, Sharon Y	Motion to Restore Case	Motion		01/27/2023-12:07	03/13/2023-12:07	
White, Estelle	NEF(11-10-2022 03:51:46 PM) Order/Electronic Form 4	Filing		11/10/2022-15:52		
White, Estelle	Order no notification from plaintiff case dismissed	Order		11/10/2022-15:51		
Mikell, Edward	NEF(08-29-2022 02:14:16 PM) Order/Consent Order	Filing		08/29/2022-14:15	11/10/2022-14:15	
Mikell, Edward	Order/Consent Order to be Relieved as Counsel for Plaintiff	Order		08/29/2022-14:14	11/10/2022-14:14	
Mikell, Edward	NEF(08-25-2022 02:04:01 PM) Order/Order Cover Sheet \$25....	Filing		08/25/2022-14:27	11/10/2022-14:27	
Mikell, Edward	Order/Order Cover Sheet \$25.00	Filing		08/25/2022-14:04	11/10/2022-14:04	
Mikell, Edward	Filing: Exhibit A	Filing		08/25/2022-14:04	11/10/2022-14:04	
Mikell, Edward	NEF(05-31-2022 08:18:10 AM) Affidavit/Publication	Filing		05/31/2022-09:49	11/10/2022-09:49	

Mikell, Edward	Affidavit Of Publication	Filing		05/31/2022-08:18	11/10/2022-08:18	
Mikell, Edward	NEF(05-05-2022 08:59:05 AM) Amended/Other	Filing		05/05/2022-09:11	11/10/2022-09:11	
Mikell, Edward	Amended Notice of Appointment of GAL	Filing		05/05/2022-08:59	11/10/2022-08:59	
Mikell, Edward	NEF(05-03-2022 03:50:46 PM) Order/Publication	Filing		05/03/2022-15:51	11/10/2022-15:51	
Mikell, Edward	Order/Publication	Order		05/03/2022-15:50	11/10/2022-15:50	
Mikell, Edward	NEF(05-03-2022 11:35:55 AM) Motion/Publication	Filing		05/03/2022-11:53	11/10/2022-11:53	
Mikell, Edward	1st Amended Summons F/Publication	Filing		05/03/2022-11:35	11/10/2022-11:35	
Mikell, Edward	Order/Order Cover Sheet \$25.00	Filing		05/03/2022-11:35	11/10/2022-11:35	
Mikell, Edward	Amended Motion/Publication	Motion		05/03/2022-11:35	11/10/2022-11:35	
Brown, Ralph	NEF(05-02-2022 03:13:04 PM) Answer/Answer To Amended Com...	Filing		05/02/2022-15:44	11/10/2022-15:44	
Brown, Ralph	Answer To Amended Complaint/Service	Filing		05/02/2022-15:13	11/10/2022-15:13	
Mikell, Edward	NEF(04-05-2022 09:42:09 AM) Service/Affidavit Of Service	Filing		04/05/2022-13:38	11/10/2022-13:38	
Mikell, Edward	Affidavit Of Service on Melissa Mikell	Filing		04/05/2022-09:42	11/10/2022-09:42	
Mikell, Edward	NEF(03-24-2022 11:34:31 AM) Service/Affidavit of Non Ser...	Filing		03/24/2022-14:33	11/10/2022-14:33	
Mikell, Edward	Affidavit of Non Service on Francis Dunmeyer	Filing		03/24/2022-11:34	11/10/2022-11:34	
Mikell, Edward	NEF(03-23-2022 09:23:59 AM) Service/Affidavit of Non Ser...	Filing		03/23/2022-09:56	11/10/2022-09:56	
Mikell, Edward	Affidavit of Non Service on Benjamin Smith	Filing		03/23/2022-09:23	11/10/2022-09:23	
Mikell, Edward	NEF(03-01-2022 02:57:33 PM) Service/Affidavit of Non Ser...	Filing		03/02/2022-09:31	11/10/2022-09:31	
Mikell, Edward	Service/Affidavit of Non Service on Albertha Coher	Filing		03/01/2022-14:57	11/10/2022-14:57	
Mikell, Edward	Service/Affidavit Of Service on Margaret Brown	Filing		03/01/2022-14:57	11/10/2022-14:57	
Mikell, Edward	Service/Affidavit Of Service on Magaline Brown	Filing		03/01/2022-14:57	11/10/2022-14:57	
Mikell, Edward	Service/Affidavit Of Service on Michael Smith	Filing		03/01/2022-14:57	11/10/2022-14:57	
Mikell, Edward	Service/Affidavit Of Service on Arthur Smith	Filing		03/01/2022-14:57	11/10/2022-14:57	
Mikell, Edward	Service/Affidavit Of Service on Melissa T Mikell	Filing		03/01/2022-14:57	11/10/2022-14:57	
Mikell, Edward	Service/Affidavit Of Service on Louise Hamilton	Filing		03/01/2022-14:57	11/10/2022-14:57	
Mikell, Edward	NEF(01-13-2022 11:30:01 AM) Affidavit/Affidavit of Due D...	Filing		01/13/2022-12:01	11/10/2022-12:01	
Mikell, Edward	Affidavit of Due Dillgence and Search	Filing		01/13/2022-11:30	11/10/2022-11:30	
Mikell, Edward	NEF(12-20-2021 12:41:06 PM) Service/Affidavit of Non Ser...	Filing		12/20/2021-15:49	11/10/2022-15:49	
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Mikell, Edward	Acceptance Of Service on Ida M Blake	Filing		12/20/2021-15:02	11/10/2022-15:02	
Mikell, Edward	Affidavit of Non Service on Jessie M Washington	Filing		12/20/2021-12:41	11/10/2022-12:41	
Mikell, Edward	Affidavit Of Service on Leola Smith	Filing		12/20/2021-12:41	11/10/2022-12:41	
Mikell, Edward	NEF(12-02-2021 04:51:13 PM) Service/Affidavit of Non Ser...	Filing		12/03/2021-08:47	11/10/2022-08:47	
Mikell, Edward	Service/Affidavit of Non Service on Jessie M Washington	Filing		12/02/2021-16:51	11/10/2022-16:51	
Mikell, Edward	Service/Affidavit Of Service on John Smith	Filing		12/02/2021-16:51	11/10/2022-16:51	
Mikell, Edward	NEF(11-30-2021 10:56:42 AM) Service/Acceptance Of Servic...	Filing		11/30/2021-11:25	11/10/2022-11:25	
Mikell, Edward	Acceptance Of Service on Louls Mikell	Filing		11/30/2021-10:56	11/10/2022-10:56	
Mikell, Edward	Affidavit Of Service on Georgianna Smith	Filing		11/30/2021-10:56	11/10/2022-10:56	
Mikell, Edward	Affidavit Of Service on Walter Brown	Filing		11/30/2021-10:56	11/10/2022-10:56	
Mikell, Edward	Affidavit Of Service on Charlene Gadsden	Filing		11/30/2021-10:56	11/10/2022-10:56	
Mikell, Edward	Affidavit Of Service on Robert Smith	Filing		11/30/2021-10:56	11/10/2022-10:56	
Mikell, Edward	Affidavit of Non Service on Lillian Middleton	Filing		11/30/2021-10:56	11/10/2022-10:56	
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Mikell, Edward	Affidavit of Non Service on Mary Ann Green	Filing		11/29/2021-14:07	11/10/2022-14:07	
Mikell, Edward	Affidavit of Non Service on Francis Dunmeyer	Filing		11/29/2021-14:07	11/10/2022-14:07	
Mikell, Edward	Affidavit of Non Service on Georgianna Smith	Filing		11/29/2021-14:07	11/10/2022-14:07	

Mikell, Edward	Affidavit of Non Service on Margaret Brown	Filing		11/29/2021-14:07	11/10/2022-14:07	
Mikell, Edward	Affidavit of Non Service on Leola Smith	Filing		11/29/2021-14:07	11/10/2022-14:07	
Mikell, Edward	Affidavit of Non Service on Charlene Gadsden	Filing		11/29/2021-14:07	11/10/2022-14:07	
Mikell, Edward	Affidavit of Non Service on Lillian Middleton	Filing		11/29/2021-14:07	11/10/2022-14:07	
Mikell, Edward	Affidavit of Non Service on Robert Smith	Filing		11/29/2021-14:07	11/10/2022-14:07	
Mikell, Edward	Affidavit of Non Service on John Smith	Filing		11/29/2021-14:07	11/10/2022-14:07	
Mikell, Edward	Affidavit of Non Service on Walter Brown	Filing		11/29/2021-14:07	11/10/2022-14:07	
White, Estelle Estate Of	NEF(11-12-2021 02:49:35 PM) Service/Affidavit of Non Ser...	Filing		11/12/2021-15:20	11/10/2022-15:20	
White, Estelle Estate Of	Affidavit of Non Service on Melissa Mikell	Filing		11/12/2021-14:49	11/10/2022-14:49	
Mikell, Edward	NEF(11-11-2021 12:43:34 PM) Reply/Reply to Counterclaim	Filing		11/12/2021-07:32	11/10/2022-07:32	
Mikell, Edward	NEF(11-11-2021 02:58:23 PM) Certificate/Certificate	Filing		11/12/2021-06:59	11/10/2022-06:59	
Mikell, Edward	Certificate of Mailing	Filing		11/11/2021-14:58	11/10/2022-14:58	
Mikell, Edward	Reply to Answer & Counterclaim	Filing		11/11/2021-12:43	11/10/2022-12:43	
Mikell, Edward	NEF(10-29-2021 03:38:29 PM) Service/Affidavit of Non Ser...	Filing		10/29/2021-16:38	11/10/2022-16:38	
Mikell, Edward	Affidavit of Non Service on Albertha Cohen	Filing		10/29/2021-15:38	11/10/2022-15:38	
Mikell, Edward	Affidavit of Non Service on Arthur Smith	Filing		10/29/2021-15:38	11/10/2022-15:38	
Mikell, Edward	NEF(10-11-2021 11:48:14 AM) Service/Affidavit of Non Ser...	Filing		10/11/2021-11:53	11/10/2022-11:53	
Mikell, Edward	Affidavit of Non Service By Certified Registered Mail on Ben	Filing		10/11/2021-11:48	11/10/2022-11:48	
Brown, Richard	NEF(10-01-2021 10:53:12 AM) Answer/Answer & Counterclaim	Filing		10/01/2021-12:44	11/10/2022-12:44	
Brown, Richard	Answer & Counterclaim to First Amended Complaint & Cr/Srv	Filing		10/01/2021-10:53	11/10/2022-10:53	
Mikell, Edward	NEF(09-29-2021 11:42:58 AM) Service/Acceptance Of Servic...	Filing		09/29/2021-13:20	11/10/2022-13:20	
Mikell, Edward	Service/Acceptance Of Service on Edward Littleton Brown	Filing		09/29/2021-11:42	11/10/2022-11:42	
Mikell, Edward	Service/Acceptance Of Service on Latricia Brown Mayfield	Filing		09/29/2021-11:42	11/10/2022-11:42	
Mikell, Edward	Service/Acceptance Of Service on Altamese Brown	Filing		09/29/2021-11:42	11/10/2022-11:42	
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Mikell, Edward	Affidavit of Non Service on Francis Dunmeyer	Filing		09/24/2021-11:33	11/10/2022-11:33	
Mikell, Edward	Acceptance Of Service on Barbara Ann Gathers	Filing		09/24/2021-11:33	11/10/2022-11:33	
Mikell, Edward	NEF(09-13-2021 02:48:25 PM) Service/Affidavit of Non Ser...	Filing		09/13/2021-15:25	11/10/2022-15:25	
Mikell, Edward	NEF(09-13-2021 02:27:11 PM) Service/Certificate Of Servi...	Filing		09/13/2021-15:18	11/10/2022-15:18	
Mikell, Edward	Affidavit of Non Service on Robert Smith	Filing		09/13/2021-14:48	11/10/2022-14:48	
Mikell, Edward	Affidavit of Non Service on Leola Smith	Filing		09/13/2021-14:48	11/10/2022-14:48	
Mikell, Edward	Affidavit of Non Service on Lillian Middleton	Filing		09/13/2021-14:48	11/10/2022-14:48	
Mikell, Edward	Affidavit of Non Service on Charlene Gadsden	Filing		09/13/2021-14:48	11/10/2022-14:48	
Mikell, Edward	Affidavit of Non Service on Georgianna Smith	Filing		09/13/2021-14:48	11/10/2022-14:48	
Mikell, Edward	Affidavit of Non Service on John Smith	Filing		09/13/2021-14:48	11/10/2022-14:48	
Mikell, Edward	Affidavit of Non Service on Margaret Brown	Filing		09/13/2021-14:48	11/10/2022-14:48	
Mikell, Edward	Affidavit of Non Service on Walter Brown	Filing		09/13/2021-14:48	11/10/2022-14:48	
Mikell, Edward	Certificate Of Service Certified Mail on Ruthie Brown Roper	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	Certificate Of Service Certified Mail on Pauline Walker	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	Certificate Of Service Certified Mail on Sylvia Dunmeyer	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	Certificate Of Service Certified Mail on Jo Nathan Mack	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	Certificate Of Service Certified Mail on William Mikell	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	Certificate Of Service Certified Mail on Latricia Brown Mayf	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	Certificate Of Service Certified Mail on Altamese Brown	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	Certificate Of Service Certified Mail on Edward Littleton Br	Filing		09/13/2021-14:27	11/10/2022-14:27	

Mikell, Edward	Acceptance Of Service on Sylvia Dunmeyer	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	Affidavit of Non Service on Mary Ann Green	Filing		09/13/2021-14:27	11/10/2022-14:27	
Mikell, Edward	NEF(09-02-2021 04:12:32 PM) Service/Acceptance Of Servi...	Filing		09/03/2021-08:56	11/10/2022-08:56	
Mikell, Edward	Acceptance Of Service on Manny Dunmeyer, Jr	Filing		09/02/2021-16:12	11/10/2022-16:12	
Mikell, Edward	Acceptance Of Service on Jo Nathan Mack	Filing		09/02/2021-16:12	11/10/2022-16:12	
Mikell, Edward	Acceptance Of Service on Ruthie Brown Roper	Filing		09/02/2021-16:12	11/10/2022-16:12	
Mikell, Edward	Acceptance Of Service on Jeanette Mack	Filing		09/02/2021-16:12	11/10/2022-16:12	
Mikell, Edward	Acceptance Of Service on Eloise Chestnut	Filing		09/02/2021-16:12	11/10/2022-16:12	
Mikell, Edward	Acceptance Of Service on Henrietta Mack Barnette	Filing		09/02/2021-16:12	11/10/2022-16:12	
Mikell, Edward	Acceptance Of Service on Elnora Capers	Filing		09/02/2021-16:12	11/10/2022-16:12	
Mikell, Edward	Acceptance Of Service on Harvey Mack	Filing		09/02/2021-16:12	11/10/2022-16:12	
Mikell, Edward	NEF(08-20-2021 12:32:14 PM) Service/Certificate Of Servi...	Filing		08/20/2021-15:19	11/10/2022-15:19	
Mikell, Edward	Certificate Of by Service by Certified Mail on Glenn Mack	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on Michael Brown	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on Rose Mack	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on Clarence Smith,	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on Janie Mikell	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on Elizabeth Lee	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on Raymond Mack	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on Carolyn McClair	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service Certified Mail on Jeanette Mack	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on Henrietta Mack B	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Acceptance Of Service on James Mack	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	Certificate Of Service by Certified Mail on James Mack	Filing		08/20/2021-12:32	11/10/2022-12:32	
Mikell, Edward	NEF(08-18-2021 04:41:41 PM) Certificate/Certificate	Filing		08/19/2021-09:09	11/10/2022-09:09	
Mikell, Edward	Certificate Of Mailing	Filing		08/18/2021-16:41	11/10/2022-16:41	
Mikell, Edward	Certificate Of Mailing	Filing		08/18/2021-16:41	11/10/2022-16:41	
Mikell, Edward	Certificate Of Mailing	Filing		08/18/2021-16:41	11/10/2022-16:41	
Mikell, Edward	NEF(08-04-2021 02:42:32 PM) Amended/Amended Summons And ...	Filing		08/06/2021-09:46	11/10/2022-09:46	
Mikell, Edward	1st Amended Summons And Complaint	Filing		08/04/2021-14:42	11/10/2022-14:42	
White, Estelle	1st Amended Lis Pendens	Filing		08/04/2021-14:42	11/10/2022-14:42	
Brown, Roges	NEF(05-17-2021 02:03:07 PM) Master/Order/Other	Filing		05/17/2021-14:15	11/10/2022-14:15	
Brown, Roges	Master/Order/to File an Amended Complaint	Order		05/17/2021-14:03	11/10/2022-14:03	
Brown, Roges	NEF(02-12-2020 12:43:26 PM) Service/Certificate Of Servi...	Filing		02/12/2020-12:47	11/10/2022-12:47	
Brown, Roges	Service/Certificate Of Service Certified Mail on William Mik...	Filing		02/12/2020-12:43	11/10/2022-12:43	
Brown, Roges	NEF(02-07-2020 12:11:39 PM) Service/Certificate Of Servi...	Filing		02/07/2020-12:20	11/10/2022-12:20	
Brown, Roges	Service/Certificate Of Service Certified Mail on White, Este	Filing		02/07/2020-12:11	11/10/2022-12:11	
Brown, Sharon Y	NEF(02-06-2020 11:56:33 AM) Answer/Answer To Amended Com...	Filing		02/06/2020-14:17	11/10/2022-14:17	
Brown, Sharon Y	Answer of Richard & Sharon Brown to 3rd Party cmplt, srv	Filing		02/06/2020-11:56	11/10/2022-11:56	
Brown, Roges	NEF(01-24-2020 05:08:59 PM) Service/Certificate Of Servi...	Filing		01/27/2020-11:20	11/10/2022-11:20	
Brown, Roges	NEF(01-24-2020 04:56:48 PM) Service/Affidavit Of Service	Filing		01/27/2020-11:18	11/10/2022-11:18	
Brown, Roges	Service/Certificate Of Service Certified Mail on White, Este	Filing		01/24/2020-17:08	11/10/2022-17:08	
Brown, Roges	Service/Affidavit Of Service on White, Estelle Estate Of	Filing		01/24/2020-16:56	11/10/2022-16:56	
Brown, Roges	Service/Affidavit Of Service on White, Estelle Estate Of	Filing		01/24/2020-16:56	11/10/2022-16:56	
Brown, Roges	Service/Affidavit Of Service on Elnora Capers	Filing		01/24/2020-16:56	11/10/2022-16:56	

Brown, Roges	Service/Affidavit Of Service on Michael Brown	Filing		01/24/2020-16:56	11/10/2022-16:56	
Mikell, Edward	NEF(01-23-2020 03:09:09 PM) Amended/Other	Filing		01/23/2020-15:57	11/10/2022-15:57	
Mikell, Edward	Amended 3rd Party Complaint	Filing		01/23/2020-15:09	11/10/2022-15:09	
Mikell, Edward	NEF(01-17-2020 04:10:24 PM) Order/Amend	Filing		01/17/2020-16:10	11/10/2022-16:10	
Mikell, Edward	Consent Order Allowing Amendment to 3rd Party Cmplt	Order		01/17/2020-16:10	11/10/2022-16:10	
Brown, Roges	NEF(01-16-2020 05:25:42 PM) Service/Certificate Of Servi...	Filing		01/17/2020-08:57	11/10/2022-08:57	
Brown, Roges	Service/Certificate Of Service Certified Mail on Nathan Mack	Filing		01/16/2020-17:25	11/10/2022-17:25	
Brown, Roges	Service/Certificate Of Service Certified Mail on Lillian Mld	Filing		01/16/2020-17:25	11/10/2022-17:25	
Brown, Roges	NEF(01-15-2020 04:40:37 PM) Service/Certificate Of Servi...	Filing		01/16/2020-09:06	11/10/2022-09:06	
Brown, Roges	Service/Certificate Of Service Certified Mail on Elizabeth L	Filing		01/15/2020-16:40	11/10/2022-16:40	
Brown, Roges	NEF(01-13-2020 03:19:27 PM) Service/Certificate Of Servi...	Filing		01/13/2020-15:31	11/10/2022-15:31	
Brown, Roges	Service/Certificate Of Service Certified Mail on White, Este	Filing		01/13/2020-15:19	11/10/2022-15:19	
Brown, Roges	NEF(01-07-2020 12:29:38 PM) Service/Certificate Of Servi...	Filing		01/07/2020-14:39	11/10/2022-14:39	
Brown, Roges	Service/Certificate Of Service Certified Mail on James Mack	Filing		01/07/2020-12:29	11/10/2022-12:29	
Mikell, Edward	NEF(01-07-2020 11:06:59 AM) Motion/Alter and/or Amend	Filing		01/07/2020-11:33	11/10/2022-11:33	
Mikell, Edward	Motion/Alter and Amend 3rd Party Complaint	Motion		01/07/2020-11:06	11/10/2022-11:06	
Mikell, Edward	NEF(01-06-2020 08:02:33 PM) Order/Referred to Master or ...	Filing		01/06/2020-20:03	11/10/2022-20:03	
Mikell, Edward	Order/Referred to Master or Special Referee	Order		01/06/2020-20:02	11/10/2022-20:02	
Brown, Roges	NEF(01-06-2020 03:43:14 PM) Service/Certificate Of Servi...	Filing		01/06/2020-16:02	11/10/2022-16:02	
Brown, Roges	Service/Certificate Of Service Certified Mail on White, Este	Filing		01/06/2020-15:43	11/10/2022-15:43	
Brown, Roges	Service/Certificate Of Service Certified Mail on White, Este	Filing		01/06/2020-15:43	11/10/2022-15:43	
Brown, Roges	Service/Certificate Of Service Certified Mail on White, Este	Filing		01/06/2020-15:43	11/10/2022-15:43	
Mikell, Edward	NEF(12-23-2019 11:53:25 AM) Proposed Order/Referred to M...	Filing		12/27/2019-14:06	11/10/2022-14:06	
Mikell, Edward	Order/Order Cover Sheet \$25.00	Filing		12/23/2019-11:53	11/10/2022-11:53	
Brown, Roges	NEF(12-12-2019 03:46:04 PM) Service/Certificate Of Servi...	Filing		12/13/2019-08:42	11/10/2022-08:42	
Brown, Roges	Service/Certificate Of Service Certified Mail on White, Este	Filing		12/12/2019-15:46	11/10/2022-15:46	
Heyward, Willie Bruce	12/16/2019_MOTION_Roster/Notice of Motions Roster Publicatio	Action		12/05/2019-10:12	11/10/2022-10:12	
Huger, Kelvin Maurice	12/16/2019_MOTION_Roster/Notice of Motions Roster Publicatio	Action		12/05/2019-10:12	11/10/2022-10:12	
Baker, Barry I.	12/16/2019_MOTION_Roster/Notice of Motions Roster Publicatio	Action		12/05/2019-10:12	11/10/2022-10:12	
Evans, Mark V.	12/16/2019_MOTION_Roster/Notice of Motions Roster Publicatio	Action		12/05/2019-10:12	11/10/2022-10:12	
Brown, Roges	NEF(11-25-2019 05:22:03 PM) Service/Affidavit Of Service	Filing		11/26/2019-09:52	11/10/2022-09:52	
Brown, Roges	Service/Affidavit Of Service on Magaline Brown	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on White, Estelle Estate Of	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Benjamin Smith	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Louise Hamilton	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Jessie M Washington	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on John Smith	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Leola Smith	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Georgianna Smith	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Michael Smith	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Adelle Mikell	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Clarence Smith, Jr	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Arthur Smith	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Albertha Coher	Filing		11/25/2019-17:22	11/10/2022-17:22	
Brown, Roges	Service/Affidavit Of Service on Ruthie Brown Roper	Filing		11/25/2019-17:22	11/10/2022-17:22	

Brown, Roges	NEF(11-25-2019 03:59:13 PM) Service/Affidavit Of Service	Filing		11/25/2019-16:07	11/10/2022-16:07	
Brown, Roges	Service/Affidavit Of Service on Robert Smith	Filing		11/25/2019-15:59	11/10/2022-15:59	
Brown, Roges	Service/Affidavit Of Service on Raymond Mack	Filing		11/25/2019-15:59	11/10/2022-15:59	
Brown, Roges	Service/Affidavit Of Service on Glenn Mack	Filing		11/25/2019-15:59	11/10/2022-15:59	
Brown, Roges	Service/Affidavit Of Service on Margaret Brown	Filing		11/25/2019-15:59	11/10/2022-15:59	
Brown, Roges	Service/Affidavit Of Service on Charlene Gadsden	Filing		11/25/2019-15:59	11/10/2022-15:59	
Brown, Roges	Service/Affidavit Of Service on Carolyn McClair	Filing		11/25/2019-15:59	11/10/2022-15:59	
Brown, Roges	Service/Affidavit Of Service on Henrietta Mack Barnett	Filing		11/25/2019-15:59	11/10/2022-15:59	
Brown, Roges	Service/Affidavit Of Service on Jeanette Mack	Filing		11/25/2019-15:59	11/10/2022-15:59	
Brown, Roges	Service/Affidavit Of Service on Pauline Walker	Filing		11/25/2019-15:59	11/10/2022-15:59	
Heyward, Willie Bruce	12/16/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		11/08/2019-08:08	11/10/2022-08:08	
Evans, Mark V.	12/16/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		11/08/2019-08:08	11/10/2022-08:08	
Baker, Barry I.	12/16/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		11/08/2019-08:08	11/10/2022-08:08	
Huger, Kelvin Maurice	12/16/2019_MOTION_Roster/Notice of Motions Roster Publication	Action		11/08/2019-08:08	11/10/2022-08:08	
Huger, Kelvin Maurice	10/14/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		09/23/2019-11:06	11/10/2022-11:06	
Baker, Barry I.	10/14/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		09/23/2019-11:06	11/10/2022-11:06	
Evans, Mark V.	10/14/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		09/23/2019-11:06	11/10/2022-11:06	
Heyward, Willie Bruce	10/14/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		09/23/2019-11:06	11/10/2022-11:06	
	Affidavit Of Service (3)	Filing		09/09/2019-09:46	11/10/2022-09:46	
Baker, Barry I.	Edward Mikell Motion/Affidavit for Exemption from Mediation	Motion		08/29/2019-09:53	12/17/2019-09:53	
Mikell, Edward	Order/Order Filing Fee	Filing		08/01/2019-13:47	11/10/2022-13:47	
Heyward, Willie Bruce	7/22/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		06/19/2019-11:10	11/10/2022-11:10	
Baker, Barry I.	7/22/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		06/19/2019-11:10	11/10/2022-11:10	
Evans, Mark V.	7/22/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		06/19/2019-11:10	11/10/2022-11:10	
Huger, Kelvin Maurice	7/22/2019_NJR_Roster/Notice of Case Roster Publication Sent	Action		06/19/2019-11:10	11/10/2022-11:10	
Huger, Kelvin Maurice	Roster/Notice of Motions Roster Publication Sent			11/16/2018-09:58	11/10/2022-09:58	
Evans, Mark V.	Roster/Notice of Motions Roster Publication Sent			11/16/2018-09:58	11/10/2022-09:58	
Baker, Barry I.	Roster/Notice of Motions Roster Publication Sent			11/16/2018-09:58	11/10/2022-09:58	
Heyward, Willie Bruce	Roster/Notice of Motions Roster Publication Sent			11/16/2018-09:58	11/10/2022-09:58	
	Answer of 3rd Party Defendants to 3rd Party Cmplt, crt/srv	Filing		11/09/2018-11:55	11/10/2022-11:55	
	Acceptance Of Service	Filing		10/29/2018-09:14	11/10/2022-09:14	
	Acceptance Of Service	Filing		10/24/2018-08:51	11/10/2022-08:51	
Mikell, Edward	Third Party Summons and Complaint	Filing		10/01/2018-08:58	11/10/2022-08:58	
Mikell, Edward	Third Party Lis Pendens Filed	Filing		10/01/2018-08:58	11/10/2022-08:58	
Mikell, Edward	Answer to Complaint & crt/srv	Filing		09/27/2018-08:42	11/10/2022-08:42	
Heyward, Willie Bruce	9/17/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		08/22/2018-09:44	11/10/2022-09:44	
Baker, Barry I.	9/17/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		08/22/2018-09:44	11/10/2022-09:44	
Evans, Mark V.	9/17/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		08/22/2018-09:44	11/10/2022-09:44	
Huger, Kelvin Maurice	9/17/2018_MOTION_Roster/Notice of Motions Roster Publication	Action		08/22/2018-09:44	11/10/2022-09:44	
Brown, Roges	ADR/Notice of ADR	Action		08/14/2018-08:13	11/10/2022-08:13	
	Consent order to Allow Edward Mikell to Intervene	Order		08/03/2018-14:40	11/10/2022-14:40	
Mikell, Edward	Order/Order Filing Fee	Filing		07/27/2018-13:26	11/10/2022-13:26	
Baker, Barry I.	Motion/Motion Filing Fee	Filing		07/11/2018-10:37	11/10/2022-10:37	
Baker, Barry I.	Motion to Intervene	Motion		07/11/2018-09:06	09/04/2018-09:06	
Brown, Roges	ADR/Alternative Dispute Resolution (Workflow)	Action		05/16/2018-13:15	08/14/2018-13:15	
Brown, Roges	Archived Document	Filing		05/16/2018-00:00	11/10/2022-00:00	
Brown, Ralph	Archived Document	Filing		05/16/2018-00:00	11/10/2022-00:00	
Brown, Richard	Archived Document	Filing		05/16/2018-00:00	11/10/2022-00:00	
	Answer & Counterclaims of Certain Parties, crt/srv	Filing		04/16/2018-11:10	11/10/2022-11:10	

	Affidavit/Publication	Filing		03/21/2018-10:33	11/10/2022-10:33	
	Affidavit of personal service (20)	Filing		02/21/2018-11:11	11/10/2022-11:11	
	Affidavit of Publication	Filing		11/18/2017-10:34	11/10/2022-10:34	
Brown, Roges	Order/Order Filing Fee	Filing		10/18/2017-13:16	11/10/2022-13:16	
Brown, Roges	Summons & Complaint	Filing		10/18/2017-13:12	11/10/2022-13:12	
Brown, Roges	Order of Publication	Order		10/18/2017-10:35	11/10/2022-10:35	
Brown, Roges	Order Appointing Guardian Ad Litem Kelvin Huger	Order		10/18/2017-10:29	11/10/2022-10:29	
Brown, Roges	Notice Nisi	Filing		10/18/2017-10:29	11/10/2022-10:29	
	Ex Parte Petition Appointing GAL	Filing		10/18/2017-10:28	11/10/2022-10:28	
Brown, Roges	Notice of Right to First Refusal	Filing		10/18/2017-10:27	11/10/2022-10:27	
Brown, Roges	Lis Pendens Filed	Filing		10/18/2017-10:25	11/10/2022-10:25	

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-5358

Edward Mikell, Individually and as Personal)
Representative for the Estate of)
Estelle White, deceased,)

Plaintiff,)

v.)

RICHARD BROWN, SR., and)
SHARON Y. BROWN, et al,)

Defendants.)

**MOTION TO ALTER OR AMEND
JUDGMENT
of
JULY 10, 2023**

TO: KATHRYN COCKRILL, ESQUIRE, ATTORNEY FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that Defendants Richard Brown, Sr., and Sharon Y. Brown, through their undersigned attorney, hereby move this Honorable Court, pursuant to Rule 59 SCRPC, to set aside the final order previously issued by the Court in favor of the Plaintiff on July 10, 2023 (subject order), and instead alter or amend subject order's findings of fact and conclusions of law and direct full entry of a new judgement; or alternatively to set aside the July 10, 2023 subject order and carefully consider and adopt the Order submitted by Defendants.

The grounds of this motion are that the Court failed to consider the Defendants arguments and incorrectly applied the law to the facts in this case.

Defendants would further show that the subject order of July 10, 2023, was submitted to the Court with no notice or opportunity for review as the undersigned was not provided a copy prior to submission of the Plaintiff's proposed order to the Court as more fully set forth in Rule 60 (b) (1) and (3) SCRPC motion filed contemporaneously herewith.

Rule 11 Certification

Undersigned counsel for Defendants certifies that he communicated in good faith to attempt to resolve the subject of this motion with counsel for Plaintiff, and that additional consultation at this time would be to no avail and/or could not be timely held.

Mark V. Evans
Mark V. Evans, Esquire
147 Wappoo Creek Drive, Ste. 202
Charleston, SC 29412
Telephone: 843-762-6640
Facsimile: 843-762-1500
Mevans14@bellsouth.net
Attorney for Richard Brown Sr.
And Sharon Y. Brown

Dated: July 20, 2023
Charleston, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2017-CP-10-5358
Edward Mikell, Individually and as Personal	)	
Representative for the Estate of	)	
Estelle White, deceased,	)	
	)	
Plaintiff,	)	DEFENDANTS'
v.	)	MOTION FOR RELIEF FROM
	)	JUDGMENT OR ORDER
	)	of
RICHARD BROWN, SR., and	)	JULY 10, 2023
SHARON Y. BROWN, et al,	)	
	)	
Defendants.	)	

TO: KATHRYN COCKRILL, ESQUIRE, ATTORNEY FOR PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that Defendants Richard Brown, Sr., and Sharon Y. Brown, through their undersigned attorney, hereby move this Honorable Court for relief to vacate or set aside the July 10, 2023, final order in this matter (subject order), pursuant to Rules 60 (b) (1) and (3) SCRCP.

The grounds for relief are that Plaintiff, through his counsel, submitted a proposed order to the court without notice to Defendants herein; and on the grounds more fully set forth in Defendants' Rule 59 SCRCP motion filed contemporaneously herewith.

Rule 11 Certification

Undersigned counsel for Defendants certifies that he communicated in good faith to attempt to resolve the subject of this motion with counsel for Plaintiff, and that additional consultation at this time would be to no avail and/or could not be timely held.

Respectfully submitted,

Mark V. Evans

Mark V. Evans, Esquire
147 Wappoo Creek Drive, Ste. 202
Charleston, SC 29412
Telephone: 843-762-6640
Mevans14@bellsouth.net
Attorney for Richard Brown Sr.
And Sharon Y. Brown

Dated: July 20, 2013
Charleston, SC

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-5358

Edward Mikell, Individually and as Personal)
Representative for the Estate of)
Estelle White, deceased,)

Plaintiff,)

v.)

CERTIFICATE OF SERVICE

RICHARD BROWN, SR., and)
SHARON Y. BROWN, et al,)

Defendants.)

I, the undersigned, hereby certify that I served a copy of Defendants' Motion to Alter or Amend Judgement (Rule 59 SCRCP) and Defendant's Motion for Relief from Judgement or Order of July 10, 2023 (Rule 60 SCRCP) upon Judge Mikell R. Scarborough via email addressed as follows:

The Honorable Mikell R. Scarborough
master@charlestoncounty.org

Dated: July 20, 2023

Mark W. Evans

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2017-CP-10-5358

Edward Mikell, Individually and as Personal
 Representative for the Estate of
 Estelle White, deceased,

Plaintiff,

v.

RICHARD BROWN, SR., and
 SHARON Y. BROWN, et al,

Defendants.

ORDER

Date of Trial:	May 31, 2023
Presiding Judge:	Mikell R. Scarborough
Plaintiff:	Edward Mikell, Individually and as Personal Representative of the Estate of Estelle White
Petitioner's Attorneys:	Kathryn M. Cockrill, Esq. and Jessica Duffy, Esq.
Defendant(s):	Richard Brown, Sr. and Sharon Y. Brown, et al.
Attorney for Richard Brown, Sr. and Sharone Y. Brown:	Mark V. Evans, Esq.

PROCEDURAL BACKGROUND

This matter is before the court as a result of the Plaintiff's failure, as the personal representative of an estate, to fulfill his duties in the probate court. Specifically, he failed to provide the statutorily required notice of the opening of the subject estate to many heirs of the decedent Estelle White ("Decedent").

After a "Petition to Reopen the Estate, Quiet Title and Set Aside the Deed of Distribution" was filed in the probate court, a Consent Order, dated August 31, 2017, removed these issues to the Court of Common Pleas. On October 18, 2017, a Complaint was filed in this

Court based on "...a lack of notice of the probate administration on all of the intestate heirs and their lack of an opportunity to challenge the Will..." (par. 13).

In early 2018, the Browns retained Mark V. Evans, Esquire, to represent them due to a conflict of interest between their deed and the issues raised by other heirs regarding the will. The Browns filed an Answer to the 2017 Complaint in April 2018.

Following a status conference in this court on February 24, 2020, a Consent Order was filed on May 17, 2021. The parties agreed this court would decide, in addition to determining all the intestate heirs of Decedent and whether the real property in her estate was held in fee simple or in trust for her family, "the validity of the 2007 deed to Richard Brown, Sr. and Sharon Y. Brown [the Brown deed]; and the priority of the Deed of Distribution executed November 18, 2015, by Edward Mikell, as Personal Representative for the Estate of Estelle White, and recorded November 19, 2015 in Book 0518 at Page 558 relative to the deed allegedly executed by the late Estelle White dated June 11, 2007 and recorded September 1, 2016 in Book 0580 Page 422 to Richard Brown, Sr. and Sharon Y. Brown."

Prior to the trial on May 31, 2023, the Court decided to proceed solely on the issues of the validity of the Brown deed and priority between the Brown deed and the deed of distribution due to the Plaintiff's failure to provide notice of the trial via publication. The remaining issues were bifurcated to a later date.

ISSUES AS TO VALIDITY OF THE 2007 DEED

The initial consideration for this court involves the drafting of the deed and whether it should be invalidated if drafted by a nonlawyer. The Browns testified they retained the service of a company to prepare their deed. The offered into evidence a copy of an unsigned agreement dated May 23, 2007, entitled "Consulting Contract." (Brown Trial Exhibit 1, admitted for

identification only). They further testified they paid the stated fee for services and in exchange received the deed at issue here. (Brown Trial Exhibit 3)

In Franklin v. Chavis, 640 S.E. 2nd 873, 371 S.C. 527 (2007), the Court considered whether a nonlawyer drafting a will and other documents constituted the unauthorized practice of law and, if so, whether that would void the documents.

The Court held that although drafting a will constitutes the unauthorized practice of law, “[i]f the July 31 will was in fact drafted pursuant to [decendent’s] true wishes, it should not be invalidated simply because it was drafted by a nonlawyer.” Id. At 877.

Furthermore, Plaintiff has offered no evidence as to whether the drafter of the Brown deed was a nonlawyer, much less whether it was reviewed by a lawyer associated with the drafter’s company. This court finds no legal basis to invalidate the deed based on its preparation.

Plaintiff next alleges decedent’s signature on the Brown deed is a forgery and presented the testimony of a handwriting expert in support of their position. “A deed regular and valid on its faces raises a presumption of validity...Generally, the party attacking the deed has the burden of proof.” Hudson v. Leopold, 288 S.C. 194, 196, 341 S.E. 2nd 137, 138 (1986).

Here, Plaintiff’s handwriting expert conceded there were no good contemporaneous writing samples available for comparison and that the only available samples were photocopies. The court notes that the only samples available for his review, other than two from more than thirty years prior to the Brown deed, were from December 2011, almost five years after the Brown deed. At that point, Mr. Brown testified that decedent’s health had significantly deteriorated, and the appearance of the 2011 signatures is consistent with that testimony.

The Court heard the testimony of the two witnesses and notary on the Brown deed after they were sequestered at the Plaintiff’s request. The Court finds their testimony to be consistent

and credible regarding execution of the Brown deed by decedent. The Court further finds Plaintiff has not met his burden of proof to invalidate the Brown deed based on this allegation.

Plaintiff next questions whether there was a delivery of the deed. In Donnan v. Mariner, 339 S.C. 621, 627, 529 S.E. 2nd 754, 757 (Ct. App 2000), the court held:

A deed is not legally effective until it has been delivered. While there is no prescribed method for an effective delivery of a deed, manual transfer of the instrument into the hand of the grantee is neither required to effectuate a valid delivery, nor dispositive of the issue. The term delivery in this regard refers to “not so much a manual act but the intention of the maker...existing at the time of the transaction...and not subject to later change of mind.” “Delivery of a deed includes, not only an act by which the grantor evinces a purpose to part with the control of the instrument, but a concurring intent thereby to vest the title in the grantee.” “The controlling question of delivery in all cases is one of intention.” (citations omitted)

In Donnan, the court found there was no effective delivery of the deed (which, as here, was not recorded until after grantor’s death per his instructions) because the grantor continued to exercise control over the property by later selling a portion of it and also continuing to discuss a possible sale of the remaining property to his neighbor.

Here, the Browns testified to meeting with decedent to discuss obtaining a portion of her property. As a result of these discussions the Browns testified they retained a company’s services to prepare a deed and also obtained records from the Register of Deeds in Charleston County, including the 1955 deed to decedent from her father and tax maps of the several parcels decedent owned. Brown Trial Exhibits 1 and 2. (dated May 23, 2007 and May 29, 2007, respectively).

As noted above, the two witnesses and notary on the June 11, 2007, deed from the decedent to the Browns (Brown Trial Exhibit 3) testified to its execution by decedent. The notary testified she handed the deed to Sharon Brown with instructions from decedent not to record it until after her death. The Browns believed decedent made this request partly because Plaintiff showed up at

decedent's home on an earlier occasion when the Browns were discussing obtaining some property from decedent. They testified that words were exchanged and decedent had to clear her home, but decedent requested they come back later. Although Plaintiff did not admit he knew a deed was being discussed, he did concede being in decedent's home on one occasion when the Browns were present. He further testified that he kept decedent's home under constant surveillance after he moved back to the family property around 1999, until her death in 2014.

In this case, the Court finds and concludes that Plaintiff has not met his burden of proof as to a lack of delivery. The evidence is unrefuted that decedent parted with physical control of the deed after its execution and intended to vest title in the Browns. Plaintiff submitted no evidence that decedent took any actions after execution of the Brown deed in June 2007, until her death in 2014, indicating she continued to exercise any control over the property and did not intend to part with control of the property during her lifetime.

The final issue relative to the validity of the Brown deed is whether there is an adequate description of the property to be conveyed. Two separate parcels are referenced in the Brown Deed, TMS 217-00-00-137 consists of approximately 2.3 acres and the Brown deed accurately notes that acreage. The other parcel, TMS 217-00-00-017, consists of approximately 66 acres, but the Brown deed states that decedent is conveying 20 acres of that parcel to the Browns.

Mr. Brown testified that decedent agreed to convey to the Browns the 2.3 acre parcel and an additional 20 acres directly adjacent to the 2.3 acre parcel. He testified to contacting a surveyor in order to cut off the 20 acres, but again the decedent feared trouble and wanted to avoid family conflict in her lifetime. According to Mr. Brown, the decedent said, "Cut 'em off after I'm gone." Mr. Brown testified that based on the instructions of the decedent, his great aunt, he obtained the county tax map records two weeks prior to her execution of the Brown deed. The

Browns testified that the 20 acre portion of TMS 217-00-00-017, to be conveyed to them is accurately reflected on the county tax map (dated May 29, 2007) by the portion of the parcel that is outlined in red. Brown Trial Exhibit 2.

On the issue of whether there is an adequate description of the 20 acre conveyance to the Browns, the Court notes that in a delinquent tax sale, "...a reference to the county auditor's map-block-parcel number [is] sufficient for a description of realty." S.C. Code Ann. 12-51-40(d). If a TMS number is "sufficient for a description of realty" in a tax sale, then this court can find no reason why the same reasoning would not apply here. Hawkins v. Bruno Yacht Sales, Inc., 353 S.C. 31, 40 – 41, 577 S.E. 2d 202 (2003).

"One of the first canons of construction of a deed is that the intention of the grantor must be ascertained and effectuated if no settled rule of law is contravened." Bennett v. Investors Title Ins. Co., 370 S.C. 578, 590, 635 S.E. 2d 649 (Ct. App. 2006) (citations omitted). "Moreover, in ascertaining such intention, the deed must be construed as a whole and effect given to every part thereof, if such can be done consistently with law." Id. (citations omitted).

"When the language in a deed is ambiguous, extrinsic evidence is admissible to aid the court in determining the grantor's intentions." Smith v. Rucker, 357 S.C. 532, 537, 593 S.E. 2d 497 (Ct App. 2004) (quoting Bellamy v. Bellamy, 292 S.C. 107, 111, 355 S.E. 2d 1, 3 (Ct. App. 1987)). Since the Brown deed purports to convey them 20 acres, but the referenced TMS number consists of approximately 66 acres, the Court finds there is an ambiguity in the Brown deed regarding the description of the boundaries of the 20 acres to be conveyed to them.

"The law in this state is that the description of land conveyed in a deed can be reformed and the boundaries of the realty redrawn only where there is a latent or patent ambiguity in the description of the land conveyed..." Bellamy, at 110 (citations omitted). In Kiawah Resort

Assocs., L.P. v. Kiawah Island Cmty. Ass'n, Inc., 421 S.C. 538, 808 S.E. 2d 521 (Ct. App. 2017),

the court stated:

“Before equity will reform an instrument, it must be shown by clear and convincing evidence not simply that there was a mistake on the part of one of the parties, but that there was a mutual mistake.” Timms v. Timms, 290 S.C. 133, 137, 348 S.E. 2d 386, 389 (Ct. App. 1986). “A mutual mistake is one whereby both parties intended a certain thing but because of a mistake in drafting did not get what they intended.” Id.

Based on the testimony of Mr. Brown regarding his conversations with the grantor, the contemporaneous tax map documents from the Charleston County deed office with the precise location of the 20 acres to be conveyed outlined in red (Brown Trial Exhibit 2) and the credible explanation from the Browns regarding the grantor’s wishes not to subdivide the parcel while she was alive to avoid further family conflict, the Court finds and concludes that the decedent intended to convey the 20 acre portion of TMS 217-00-00-017 to the Browns that is directly adjacent to the other parcel, TMS 217-00-00-0137, and outlined in red on the May 2007 tax map submitted into evidence. I further find and conclude that the Browns deed should be reformed to reflect the boundaries in accordance with the intention of the grantor.

PRIORITY OF DEEDS

The final issue for this court’s consideration is the priority between the Brown deed recorded September 1, 2016, and the deed of distribution recorded by Plaintiff as personal representative of the estate on November 19, 2015. The Browns contend the deed of distribution should be set aside based on the Plaintiff’s failure to perform his fiduciary duties as personal representative and failure to comply with S.C. Code Title 62, thereafter the Probate Code.

“Subject to other obligations of administration, an informally probated will is authority to administer and distribute the estate according to its terms.” S.C. Code 62-3-703(b). “Until termination of his appointment..., a personal representative has the same power over the title to

property of an estate that an absolute owner would have, in trust however, for the benefit of the creditors and others interested in the estate.” S.C. Code 62-3-711(a). S.C. Code 62-1-201(23), defines “Interested person” as including “heirs, devisees...and any other having a property right or claim against...the estate of a decedent...”. Mr. Brown is both an heir of the estate and a person, along with Sharon Brown, having a property right or claim against the estate of the decedent.

The first obligation of administration of an estate by the personal representative is to provide notice to the heirs of the opening of the estate. S.C. Code 62-3-705. This statutory duty is mandatory and, “The personal representative’s failure to give this information is a breach of his duty to the persons concerned...” *Id.* “If the exercise of power concerning the estate is improper, the personal representative is liable to interested persons for damage or loss resulting from breach of his fiduciary duty to the same extent as a trustee of an express trust.” S.C. Code 62-3-712. Mr. Brown’s uncontroverted testimony was that he never received this statutorily required notice. In fact, the “Petition to Reopen the Estate” filed in May 2017, was primarily based on the fact that numerous heirs of the estate were never given notice that an estate had been opened. In the Consent Order, filed May 17, 2021, one of the issues to be decided by this Court is “a determination of all intestate heirs of the [decedent]”. A review of the court’s docket reflects that the personal representative here was still providing notice of formal proceedings to heirs of the decedent as recently as mid-2022. To this date that issue remains pending before this court.

In Theisen v. Theisen, 382 S.C. 213, 676 S.E. 2d 133, 138 (2009), the court referencing 80 Am. Jur. “Wills” Sec. 808 that “notice of probate of a will, or of the admission of a will to probate, may start an applicable time limitation for bringing a will contest.” The court specifically noted that the appellants before them had “failed to timely file a petition for formal testacy” after “they had notice of the proceedings and...opportunities to object to them...” *Id.* At 139. This court

finds that Mr. Brown, as an heir who was not given notice of the proceedings, is entitled “to be heard at a meaningful time and in a meaningful manner.” Id. at 139. (citation omitted).

Notice issues have plagued the personal representative and interested parties to the estate given a decedent who dies at 101 years of age with no spouse or children. However, these circumstances do not relieve the personal representative of the mandatory duties prescribed by our probate code.

The court further finds that even if Mr. Brown and the other heirs were barred from presenting their claims under the time limits of S.C. Code 62-3-108 (“eight months from informal probate or one year from decedent’s death, whichever is later”), S.C. Code 62-1-201(4) states that “claims” in respect to estates of decedents explicitly excludes from the definition of claims: “...disputes regarding title of a decedent...to specific assets alleged to be included in the estate.” The court finds that all of the issues to be decided in this case are “disputes regarding title of a decedent” to alleged estate assets. The Browns contend they have a deed to a portion of alleged estate assets that has priority over the deed of distribution due to the personal representative’s breach of fiduciary duties. The remaining claims of other heirs to the estate are that the real property owned by decedent was held in trust for them.

In Wheeler v. Green, 381 S.C. 548, 555-56, 673 S.E. 2d 836 (Ct. App. 2009), the court stated:

A personal representative is a fiduciary under this state’s probate code. S.C. Code Ann. § 62-3-703 (Supp. 2008); S.C. Code Ann. § 62-1-201 (Supp. 2008). “That a fiduciary relationship exists between each heir or beneficiary of an estate and the administratrix thereof is fundamental.” Witherspoon v. Stogner, 182 S.C. 413, 414, 189 S.E. 758, 759 (1937). “A fiduciary relationship exists when one reposes special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one reposing confidence.” O’Shea v. Lesser, 308 S.C. 10, 15, 416 S.E. 2d 629, 631 (1992). “One

standing in a fiduciary relationship with another is subject to liability to the other from harm resulting from a breach of duty imposed by the relation.” Moore v. Moore, 360 S.C. 241, 253, 599 S.E. 2d 467, 473 (Ct. App. 2004).

“To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty, and (3) damages resulting from the wrongful conduct of the defendant. The existence of a fiduciary duty is a question of law for the court.” Turpin v. Lowther, 404 S.C. 581, 745 S.E. 2d 397, 401 (Ct. App. 2013) (citations omitted).

The court finds that Plaintiff, in his capacity as personal representative, has a fiduciary relationship with the Defendant heirs here, that he breached his duties starting with his failure to comply with the first step in the administration of the estate (notice to heirs), and that the resulting damages required the personal representative to start the process over to properly comply with all of the statutory duties to handle an estate. These duties include providing the required notice that starts the applicable time limitations for heirs to present claims or disputes regarding title to alleged estate assets. The duties also include filing a “Proposal for Distribution” and “Notice of Right to Demand a Hearing”, that are served on the heirs before an estate can be closed.

The court finds that the claims presented by the Browns and the other heirs are in regard to estate assets, not personal assets of the Plaintiff. As noted above, the personal representative holds all estate assets in trust pending his compliance with all “obligations of administration”, until the termination of his appointment.

“An action to set aside deeds is a matter in equity.” Bullard v. Crawley, 294 S.C. 276, 278, 363 S.E. 2d 897 (1987) (citations omitted). “This Court has held that the statute of limitations does not apply to actions in equity.” Dixon v. Dixon, 362 S.C. 388, 400, 608 S.E. 2d 849 (2005).

Based on careful consideration of the evidence submitted and arguments of counsel, the

court finds and concludes that there are sufficient grounds both in law and equity for the deed of distribution recorded by Plaintiff as personal representative of the estate on November 19, 2015, to be set aside until he complies with the mandatory obligations of administration for the estate. The Court further finds that the deed to the Browns recorded September 1, 2016, is valid and its boundaries should be reformed in accordance with the boundaries as outlined in red on the county tax map obtained in 2007 (Brown Trial Exhibit 2).

WHEREFORE, IT IS HEREBY ORDERED that the deed of distribution recorded on November 19, 2015, by the Plaintiff as Personal Representative of the Estate of Estelle White is hereby set aside until he complies with all of the obligations of administration for the state, and it is

FURTHER ORDERED that the deed to Richard Brown, Sr. and Sharon Y. Brown recorded on September 1, 2016, is valid and its boundaries should be reformed in accordance with the boundaries as outlined in red in the county tax map that is Brown Trial Exhibit 2.

AND IT IS SO ORDERED.

THE HONORABLE MIKEL SCARBOROUGH

Charleston, South Carolina

This the _____ date of July 2023,

mevans14@bellsouth.net

From: mevans14@bellsouth.net
Sent: Thursday, July 20, 2023 12:54 PM
To: 'Cockrill Estate Law'
Subject: RE: 2017-CP-10-5358 , Mikell v. Green, et al.

I responded to emails from the law clerk.

From: Cockrill Estate Law <kathryn@cockrillestatelaw.com>
Sent: Wednesday, July 19, 2023 12:14 PM
To: mevans14@bellsouth.net
Subject: Re: 2017-CP-10-5358 , Mikell v. Green, et al.

I am sorry.

I am trying to sort through these emails. I have a few that I see you emailed the Court without me on them and then I am later added.

- Kathryn

On Wed, Jul 19, 2023 at 11:42 AM <mevans14@bellsouth.net> wrote:

That is totally incorrect!

I was not copied on the July 3 email. It was attached to the July 10 email which you sent me after the order was signed that day.

From: Cockrill Estate Law <kathryn@cockrillestatelaw.com>
Sent: Wednesday, July 19, 2023 11:30 AM
To: mevans14@bellsouth.net
Subject: Re: 2017-CP-10-5358 , Mikell v. Green, et al.

Yes, I understand that. That was an error and corrected as soon as I discovered it. You were copied on an email on Monday, July 3, 2023 that the Order was acknowledged as received. So you were noticed less than 24 hours after it was submitted.

- Kathryn

On Wed, Jul 19, 2023 at 10:27 AM <mevans14@bellsouth.net> wrote:

Bigger than that Kathryn.

I never saw that you had submitted a proposed order.

From: Cockrill Estate Law <kathryn@cockrillestatelaw.com>
Sent: Wednesday, July 19, 2023 9:42 AM
To: Mark Evans <mevans14@bellsouth.net>
Subject: Re: 2017-CP-10-5358 , Mikell v. Green, et al.

I understand, Mark.

I never saw where you were granted an extension past June 30th. I was under the assumption that you were obligated to send in your proposed Order on the date it was due.

- Kathryn

On Tue, Jul 18, 2023 at 6:44 PM Mark Evans <mevans14@bellsouth.net> wrote:

I know he signed your order on July 10 but I was not given notice that you had submitted a proposed order. The law clerk then instructed me to submit our order for the judge's consideration which I did on July 13. So I am asking for the current status of a final order.

On Jul 18, 2023 6:23 PM, Cockrill Estate Law <kathryn@cockrillestatelaw.com> wrote;

Mark,

I received an Order from the Court. I believe the Judge has made his decision in favor of my client.

Kathryn Cockrill

On Tue, Jul 18, 2023 at 2:44 PM Mark Evans <mevans14@bellsouth.net> wrote:

Lillian, are both orders still under consideration by Judge Scarborough?

On Jul 12, 2023 2:50 PM, Mark Evans <mevans14@bellsouth.net> wrote:

I will send the order from home in the morning

On Jul 12, 2023 12:44 PM, Mark Evans <mevans14@bellsouth.net> wrote:

My wife and I have covid

On Jul 12, 2023 10:02 AM, MIELawClerk <MIELawClerk@charlestoncounty.org> wrote:

No rush, take your time on the Orde. I hope you feel better soon.

Lillian P. Wilkerson, Esq.

Judicial Law Clerk

Charleston County Master In Equity

100 Broad Street, Suite 266

Charleston, SC 29401

Ph: (843) 958-5075

MIELawClerk@charlestoncounty.org

From: Mark Evans <mevans14@bellsouth.net>

Sent: Wednesday, July 12, 2023 9:42 AM

To: MIELawClerk <MIELawClerk@charlestoncounty.org>

Subject: RE: 2017-CP-10-5358 , Mikell v. Green, et al.

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

Thanks Lillian. I will do my best. Lost 5 pounds last two days. Going to urgent care with wife today.

On Jul 11, 2023 1:10 PM, MIELawClerk <MIELawClerk@charlestoncounty.org> wrote:

Good afternoon,

I apologize, I was not aware that Mr. Evans had not been copied on the email with Ms. Cockrill's proposed Order. Judge Scarborough signed the Order yesterday and is out of the office for the remainder of the day. I will discuss the situation with him tomorrow and be back in touch with how he wishes for you to proceed. In the meantime, Mr. Evans, if you have your proposed Order available, please email it to me and I will place it before the Judge for his review.

Lillian P. Wilkerson, Esq.

Judicial Law Clerk

Charleston County Master In Equity

100 Broad Street, Suite 266

Charleston, SC 29401

Ph: (843) 958-5075

MIELawClerk@charlestoncounty.org

From: mevans14@bellsouth.net <mevans14@bellsouth.net>

Sent: Tuesday, July 11, 2023 11:23 AM

To: 'Cockrill Estate Law' <kathryn@cockrillestatelaw.com>

Cc: 'Jessica Duffy' <jessica@cockrillestatelaw.com>; Katelyn Brunson <KBrunson@charlestoncounty.org>; MIELawClerk <MIELawClerk@charlestoncounty.org>

Subject: RE: 2017-CP-10-5358 , Mikell v. Green, et al.

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

I did not receive an email about the extension but Judge Scarborough said at the conclusion of the trial that additional time would be granted if requested.

From: Cockrill Estate Law <kathryn@cockrillestatelaw.com>

Sent: Tuesday, July 11, 2023 11:02 AM

To: mevens14@bellsouth.net

Cc: Jessica Duffy <jessica@cockrillestatelaw.com>; Katelyn Brunson <KBrunson@charlestoncounty.org>; MIELawClerk <MIELawClerk@charlestoncounty.org>

Subject: Re: 2017-CP-10-5358 , Mikell v. Green, et al.

Hi Mark.

I am sorry to hear you have been sick. I hope you're feeling better.

Since I never received any email from the Court granting the extension I assumed proposed Orders were due 30 days after the hearing (May 30th). I never touched base with you about it - which I wish we had but my office was very busy leading up to the holiday weekend (I shut our office down July 3, 4, and 5th). We quickly submitted our proposed Order Friday afternoon on the day it was due. I assumed you had too. I thought you were on the email we sent to the Court. I was out all last week on vacation. Yesterday I reviewed the emails from last week and saw the acknowledgment from the Court that they were in receipt of our proposed Order. It was then I realized you weren't on that email. My apologies.

Did the Court grant the extension? Was I not included in that email?

- Kathryn Cockrill

On Tue, Jul 11, 2023 at 10:44 AM <mevens14@bellsouth.net> wrote:

Kathryn,

Thank you for the email. I am battling a bad stomach bug and would not have come in except to respond.

Yes it was a surprise to learn an order had been signed since I was unaware that a proposed order had even been submitted. I would have advised the court when I appeared before Judge Scarborough on a separate matter yesterday that our order would be submitted this week. On June 29, I requested an extension until this Friday and copied you on the email.

I request that Judge Scarborough review our proposed order before making a final decision.

Mark V. Evans

Attorney at Law

147 Wappoo Creek Dr. Suite 202

Charleston, SC 29412

(843) 762-6640 phone

(843) 762-1500 fax

From: Cockrill Estate Law <kathryn@cockrillestatelaw.com>
Sent: Monday, July 10, 2023 4:38 PM
To: Mark Evans <mevans14@bellsouth.net>; Jessica Duffy <jessica@cockrillestatelaw.com>
Subject: Fwd: 2017-CP-10-5358 , Mikell v. Green, et al.

Hi Mark.

The proposed Order was sent directly to the Court. In reviewing the emails from last week, I realized you were not included. This was done unintentionally! We were in a rush to get this done before the holiday weekend - and I was out all last week.

My apologies.

Kathryn

----- Forwarded message -----

From: Katelyn Brunson <KBrunson@charlestoncounty.org>
Date: Mon, Jul 3, 2023 at 9:54 AM
Subject: RE: 2017-CP-10-5358 , Mikell v. Green, et al.
To: Cockrill Estate Law <kathryn@cockrillestatelaw.com>, Jessica Duffy <jessica@cockrillestatelaw.com>
Cc: MIELawClerk <MIELawClerk@charlestoncounty.org>

Good morning,

I wanted to reach out and confirm receipt of the proposed order. I have forwarded to Judge Scarborough's law clerk for further actions.

Many Thanks,

Katelyn "Katie" Brunson, Esq.

Administrative Services Coordinator II

Charleston County Master in Equity

100 Broad Street, Suite 266

Charleston, SC 29401

Ph: (843) 958-5054

kbrunson@charlestoncounty.org

From: Cockrill Estate Law <kathryn@cockrillestatelaw.com>

Sent: Friday, June 30, 2023 3:19 PM

To: Katelyn Brunson <KBrunson@charlestoncounty.org>; Jessica Duffy <jessica@cockrillestatelaw.com>

Subject: 2017-CP-10-5358 , Mikell v. Green, et al.

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

Dear Katie,

Attached is Plaintiff's proposed Order for the above-referenced matter. This proposed Order was scheduled to be submitted within 30 days of the hearing - today!

We hope you and the Court have a very nice holiday weekend. Thank you.

Kind regards,

Kathryn Cockrill and Jessica Duffy

Kathryn Cockrill, Esq.

Law Office of Kathryn M. Cockrill, LLC

P.O. Box 12367

Charleston, South Carolina 29422

843.212.7042

www.CockrillEstateLaw.com

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
EDWARD MIKELL, Individually and as)
Personal Representative for the Estate of)
Estelle White, Deceased)
Plaintiff,)
vs.)
RICHARD BROWN, SR. and SHARON Y.)
BROWN, et. al,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-5358

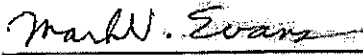
MOTION TO RESTORE

TO: THE PLAINTIFF ABOVE-NAMED AND WILLIE B. HEYWARD, ESQ., COUNSEL
FOR OTHER CO-DEFENDANTS:

YOU will please take Notice that the undersigned attorney for the Defendants Richard Brown,
Sr. and Sharon Y. Brown will move before the Master in Equity of Charleston County at 100 Broad
St., Charleston , South Carolina on _____, 2023, at ____ o'clock ____m. or as soon
thereafter as counsel may be heard for an Order to Restore this case to the active docket and set this
matter for trial, as the Plaintiff has failed to timely obtain new counsel as previously ordered.

This Motion is to be based on the laws of South Carolina applicable to this action and the
developed case law encompassing those laws.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.


Mark V. Evans Bar no. 6490
147 Wappoo Creek Dr., Ste 202
Charleston, South Carolina 29412
(843) 762-6640 mevans14@bellsouth.net
ATTORNEY FOR DEFENDANTS

This 27th day of January, 2023
Charleston, South Carolina

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	NINTH JUDICIAL CIRCUIT
Edward Mikell, Individually and as the Personal Representative for the Estate of Estelle White, deceased Plaintiff,	CASE NO. 2017-CP-10-5358 ANSWER OF THE DEFENDANTS ROGES BROWN and RALPH BROWN TO PLAINTIFF'S FIRST AMENDED COMPLAINT
Richard Brown, Sr. and Sharon Y. Brown, et. al. Defendants,	

TO THE PARTIES ABOVE NAMED: THE DEFENDANTS, ROGES BROWN and RALPH BROWN, THROUGH THE UNDERSIGNED ATTORNEY, ANSWERS THE PLAINTIFF'S FIRST AMENDED COMPLAINT AS FOLLOWS:

1. Defendants concur with the allegations in the Plaintiff's First Amended Complaint (hereinafter "Complaint), in so much as this is an action to quiet title to real property, determine the heirs of the deceased Estelle White and the validity of the deed of conveyance to the Defendants Richard Brown, Sr. and Sharon Y. Brown
2. Defendants have concurred with Plaintiff's request that this matter be heard by the Honorable Mikell R. Scarborough, Master In Equity for Charleston County.
3. As to the facts alleged in the Plaintiff's Complaint as to public records, Defendants would crave reference to said public records and hereby deny any and all assertions and conclusions that are inconsistent with same.
4. Defendants deny the allegation in Paragraphs 2 and 6 of Plaintiff's Complaint that the deed to the late Estelle White, dated and recorded on May 14, 1955 in Book L-60 at Page

270, in the now Register of Deeds Office for Charleston County, by her father, Roger Mikell conveyed to him a fee simple absolute interest. Defendants assert that the interest conveyed to Estelle White by her father was to be held in trust for the benefit of all of the heirs of her father.

6. That the descendants of her father Roger Michael, have farmed, the subject property for over 40 years, paid the taxes, shared the proceeds from farming and have always possessed and treated the subject property as family land, during her life and since her death, as heir's property.
7. Defendants deny validity of the allegations in Paragraphs 4 and 5 of Plaintiff's Complaint which recites the probate administration of the deceased Estelle White Charleston County Probate Case No. 2014-ES-10-1344, concluding that a Deed of Distribution, dated November 18, 2015 and recorded November 19, 2015 in Book 0518 in Page 558 at the Register of Deeds Office for Charleston County because the underlying probate of her estate by Plaintiff did not comply with the requirements of South Carolina Code Section 62-03-703(a) in his capacity as a fiduciary for the other intestate claimants.
8. The Plaintiff, acting in said capacity, did not properly serve all heirs of notice that her estate has been opened, his appointment as Personal Representative, the presence and terms of a purported Will, nor any of the required documents to properly probate and close the Estate of Estelle White.
9. Defendants deny the allegations in Paragraph 7 of Plaintiff's Complaint and demands strict proof thereof.
10. The Defendants Roges Brown and Ralph Brown deny each and every allegation that is not specifically admitted or clarified herein.

11. As to the Second Cause of Action, a Determination of Heirs, Defendants defer to the determination by the Master In Equity as to the respective interest of any party with a claim to subject property and the validity of any recorded documents that would modify or change said interests.
12. As to the Plaintiff's Third Cause of Action, to declare the 2007 deed invalid Defendants allege that Estelle White conveyed an interest in the subject property to Richard Brown Senior and his then wife, Sharon Brown, on September 1, 2016 by a properly executed deed recorded in the Register of Deeds Office for Charleston County in Book 0580, at Page 422. Estelle White did not record said deed because she was requested not to record until after her death to avoid family conflict.
13. Defendants re-allege all allegations as if repeated verbatim herein.
14. Plaintiffs claim for protection, as a bona fide purchaser for value under Sections §62-3-907(B), §62-3-908, §62-3-909, and §62-3-910 of the South Carolina Probate Code, fails because Plaintiff, not being a third-party beneficiary or creditor conveyed the property to himself, knowingly violating his fiduciary duty (as discussed above), to the other heirs of the Estate of Estelle White, as the Personal Representative in its administration.
15. Defendants allege that all attorneys involved in determining the heirs in this matter, determining the validity of various conveyances, and the fee simple ownership of the title is the subject property should be paid for the time and costs out of the value of the subject property, upon submission and approval of same by the Court of Attorney Fee Affidavits.

PRAYER

Wherefore, Defendants pray that this Court look into this matter and issue an Order as follows:

- A. That this Court determine the rights, claims and responsibilities of these parties in respect to the real property that is claimed specifically TMS No.:217-00-00-018 and TMS No.: 217-00-00-042, and;
- B. That the Plaintiff holds title, in trust, to the subject parcels of property purportedly devised to him by Estelle White for the benefit of all of the intestate heirs of the Estate of Estelle White, and;
- C. Determining and reimbursing appropriate attorney fees and costs of defending this action and benefiting the community in determining the respective interests of the parties and removing all clouds to the title of the subject property, and
- D. For any other relief that the Court finds equitable, just and proper.

s/Willie B. Heyward
S. C. Bar No. 11063
27 Gamecock Ave, Suite 200
Charleston, South Carolina 29407
ATTORNEY FOR DEFENDANTS
ROGES BROWN and RALPH BROWN

Dated: May 1, 2022

CERTIFICATE OF SERVICE

I, the above signed, hereby certify that I served a copy of the foregoing document upon the below named counsel of record, by placing a copy of same in the United States Mail with the sufficient postage attached thereto and addresses as follows:

Barry Baker, Esq.
Baker and Varner, LLC
PO Box 31265
Charleston, SC 29417 – 1265

Mark V. Evans, Esq.
147 Waterproof Creek Dr., Suite 202
Charleston, SC 29412

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2017-CP-10-5358

IN RE: ESTATE OF ANN PAGE PITTILLO)
Edward Mikell, Individually and as Personal)
Representative for the Estate of Estelle White,)
deceased,)
Plaintiff,)
v.)
Richard Brown, Sr., and Sharon Y. Brown, et al,)
Defendants.)

**REPLY TO ANSWER AND
COUNTERCLAIM OF DEFENDANTS
RICHARD BROWN, SR., AND
SHARON Y. BROWN**

Plaintiff above named, replying to the Counterclaims of the Defendants, Richard Brown, Sr., and Sharon Y. Brown, (hereinafter Defendants) hereby alleges and states as follows:

1. The Plaintiff denies each and every allegation of the Defendant's Counterclaim that is not hereinafter specifically admitted or modified.

2. To the extent that the information contained in the Procedural Background constitutes part of the counterclaim of the Defendants, the Plaintiff would deny all of the allegations in the information and facts set forth in the Procedural Background and would demand strict proof thereof.

3. The allegations in Paragraph 15 incorporate the allegations contained in the Answer and no response is required; to the extent that any response is required, the same is denied and strict proof is demanded thereof.

4. The Plaintiff has no information to form an opinion as to the allegations in Paragraph 16 and therefore denies same and demands strict proof thereof.

5. Plaintiff denies the allegations in Paragraphs 17 and 18 and demands strict proof

thereof.

6. The Plaintiff does not have any information or belief to form an opinion as to the allegations in Paragraph 19 and therefore denies same and demands strict proof thereof.

7. The Plaintiff does not have any information or belief to form an opinion as to the allegations in Paragraph 20 except for that portion that alleges that Richard Brown, Sr., and Sharon Brown are divorced and therefore denies same and demands strict proof thereof.

8. As to Paragraph 21, Plaintiff admits that the purported deed from Ethel White to the Defendants was recorded September 1, 2016 in Book 0580 at Page 422 in the ROD Office for Charleston County; Plaintiff denies the remaining allegations in Paragraph 21 and demands strict proof thereof.

9. Plaintiff denies the allegations in Paragraphs 22 and 23 and demands strict proof thereof.

WHEREFORE, having replied to the Counterclaims of the Defendants, the Plaintiff prays as follows:

- A. That this Honorable Court inquire into all matters alleged by Defendants in the Answer and Counterclaims.
- B. That the Counterclaims be dismissed.
- C. For such other and further relief as this Court may deem just and proper.

November 11, 2021
Charleston, SC

s/Barry I. Baker
BAKER & VARNER, LLC
BARRY I. BAKER, ESQ. - Bar #482
One Carriage Lane, Bldg. H - P O Box 31265
Charleston, SC 29417-1265
Tel (843) 766-9007- Fax (843) 766-1295
Bbaker@bakerlawsc.com
ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2017-CP-10-5358
Edward Mikell, Individually and as Personal	)	
Representative for the Estate of	)	ANSWER AND COUNTERCLAIM OF
Estelle White, deceased,	)	DEFENDANT RICHARD BROWN, SR.
	)	AND SHARON Y. BROWN TO FIRST
Plaintiff,	)	AMENDED COMPLAINT
v,	)	
	)	
	)	
RICHARD BROWN, SR., and	)	
SHARON Y. BROWN, et al,	)	
	)	
Defendants.	)	

Defendants Richard Brown, Sr. and Sharon Y. Brown, would respond and show as follows:

PROCEDURAL BACKGROUND

This matter is before the court as a result of the Plaintiff's failure, as the personal representative of an estate, to fulfill his duties in the probate court. Specifically, he failed to provide the statutorily required notice of the opening of the subject estate to many heirs of the decedent Estelle White. Therefore, the purported distribution of the estate assets and closing of her estate are a legal nullity that Plaintiff should not be permitted to assert in order to foreclose the statutory rights of the estate's heir to present their claims in court.

According to S.C. Code Sec. 62-3-703(a), "... a personal representative is a fiduciary...", and he has a duty "to administer and distribute the estate in accordance with the rights of claimants..." Id. At (b). Here, Plaintiff failed to complete the first step of any estate administration. S.C. Code Sec. 62-3-705 describes the statutory (and only) method of providing notice to heirs that an estate has been opened. "The personal representative's failure

to give this information is a breach of his duty to the persons concerned..." Id.

Further, when the personal representative submits the documents necessary to close an estate to the probate court, including the "Proposal for Distribution", "Notice of Right to Demand Hearing", and "Application for Settlement", he must sign a sworn statement that he has "performed all other acts pertaining to Estate of Decedent." See "Application for Settlement." That did not occur in the subject estate as Plaintiff failed to include multiple heirs in the process from the beginning.

Finally, South Carolina law provides that any real property in an estate is held in trust by the personal representative until he has complied with all of the obligations of administration. Plaintiff here attempted to informally handle the subject estate and issue himself a deed of distribution. As stated above, this was premature. The purported deed of distribution in 2015 should be set aside by the court until there is a final disposition of the pending claims of multiple heirs in the formal proceedings now before the court. "[T]he personal representative's power over the title to the real property...is equivalent to that of an absolute owner, in trust, however, for the benefit of the creditors and others interested in the estate ..." S.C. Code Sec. 62-3-907 (B)(C)(D). Plaintiff here, in his capacity as personal representative, cannot issue a deed of distribution until the court decides the issues presented by the heirs of the estate, including the nature of any interest in real property to be conveyed.

ANSWER

1. Defendants Richard Brown, Sr., and Sharon Brown ("Defendants") deny each allegation that is not hereinafter specifically admitted.
2. To the extent necessary, Defendants deny the allegations of Paragraph 1.
3. Defendants deny the allegations of Paragraph 2.

4. Defendants admit the allegations of Paragraph 3.
5. Defendants deny the allegations of Paragraph 4.
6. Defendants admit the allegations of Paragraph 5.
7. In response to Paragraph 6, Defendants admit Ms. White held title to the subject property at the time of her death, but deny the remaining allegations.
8. Defendants deny the allegations of Paragraph 7.
9. In response to the second cause of action for a determination of heirs, Defendants admit, upon information and belief, the allegations of Paragraphs 9 ~ 31 of the Amended Complaint.

AS TO THIRD CAUSE OF ACTION

10. Defendants reallege all of the prior allegations of this pleading as if repeated verbatim herein.
11. Defendants admit the allegations of Paragraphs 33 and 34.
12. Defendants deny the allegations of Paragraph 35.

AS TO FOURTH CAUSE OF ACTION

13. Defendants reallege all of the prior allegations of this pleading as if repeated verbatim herein.
14. Based on their position outlined above, Defendants deny the allegations of Paragraphs 37, 38, 39, 40, and 41.

COUNTERCLAIM
(Validity and Priority of Deed)

15. Defendants reallege all of the prior allegations of this pleading as if repeated verbatim herein.
16. On or about June 7, 2007, Defendant Sharon Brown visited the home of Estelle

White at the request of Ms. White.

17. Estelle White executed the deed referenced in the Amended Complaint to Defendants Richard Brown, Sr. and Sharon Brown.

18. The subject deed was properly signed, witnessed by two individuals, and notarized by a notary public on June 7, 2007.

19. Estelle White requested that the subject deed not be recorded until after her death.

20. Sharon Brown retained possession of the subject deed and Defendants Richard Brown, Sr. and Sharon Brown subsequently were divorced.

21. After Sharon Brown learned of the death of Estelle White, the subject deed was recorded on September 1, 2016, in the ROD office for Charleston County, in Book 0580 at Page 422.

22. If the court finds that the subject deed to Defendants Richard Brown, Sr. and Sharon Brown is valid, then it has priority in this case since Plaintiff continues to hold the real property in Estelle White's estate in trust pending a final disposition of the heirs' claims.

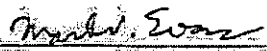
23. In the alternative, the subject deed to Defendants Richard Brown, Sr. and Sharon Brown has priority in this case should the court rule based on the evidence that the real property of the estate is to be conveyed to Plaintiff, in trust for the heirs of Estelle White.

WHEREFORE, Defendants Richard Brown, Sr. and Sharon Brown pray for the following relief:

1. That this Honorable Court find that Plaintiff currently holds the real property of the Estate of Estelle White in trust for the benefit of the heirs interested in her estate;
2. That the deed of distribution that Plaintiff executed to himself on November 15, 2015, should be set aside;

3. That the deed of September 1, 2016, to Defendants Richard Brown, Sr. and Sharon Brown from Estelle White is valid;
4. That the deed of September 1, 2016, to Defendants Richard Brown, Sr. and Sharon Brown has priority over any deed subsequently issued to Plaintiff by the Estate of Estelle White; and
5. For such other and further relief as may be deed just and proper.

Respectfully Submitted by,


Mark V. Evans, Esquire
147 Wappoo Creek Drive, Suite 202
Charleston, South Carolina 29412
Telephone: 843-762-6640
Facsimile: 843-762-1500
Attorney for Defendants
Richard Brown, Sr. and Sharon Y. Brown

Dated: October 1, 2021
Charleston, South Carolina

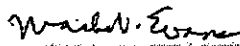
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I served a copy of the foregoing document upon the below, by placing a copy of same in the United States Mail with sufficient postage attached thereto and addressed as follows:

Barry Baker, Esquire
Baker & Varner, LLC
PO Box 31265
Charleston, SC 29417-1265

Willie B. Heyward, Esquire
Heirs Property Law Center, LLC
27 Gamecock Avenue, Suite 200
Charleston, SC 29407

Dated: October 1, 2021


Mark V. Evans, Esquire

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO: 2017-CP-10-5358

Edward Mikell, Individually and as Personal)
Representative for the Estate of Estelle White,)
Deceased,)

Plaintiff,)

V.)

Mary Ann Green, Elnora Capers, William Mikell,)
Eloise Chestnut, Ralph Brown, Roges Brown,)
Raymond Mack, Henrietta J. Mack-Barnette,)
Jeanette Mack Green, James Mack, Jo Nathan)
Mack a/k/a Nathan Mack, Ida M. Blake, Glenn)
Mack, Rose Mack, Elizabeth Lee a/k/a Dorothy)
Marie Mack Lee, Michael Mack, Harvey Mack,)
Carolyn McClair, Magaline E. Brown, Delores G.)
Mack, Charles Mack III, Alton Kirk Mack a/k/a)
Kirk Mack, Kendall Gibbs, Harold Mack, Walter)
Brown (son of Cumsey Brown), Albertha Cohen,)
Jessie M. Washington, Manny Dunmeyer Jr.,)
Ruthie Brown Roper, Sylvia Dunmeyer, Francis)
Dunmeyer, Tammy Dunmeyer, Brandy Dunmeyer,)
Timothy Brown, Barbara Ann Gathers aka Barbara)
Ann Geathers, Clarence Smith, Jr., Lillian)
Middleton, Pauline Walker a/k/a Pearline)
Washington, Robert Smith, Arthur Smith,)
Margaret Brown, Georgiana Smith, Louise)
Hamilton, Benjamin Smith, John Smith, Leola)
Smith, Michael Smith, Janet Heyward Nelson, Eric)
Heyward, Keith Heyward, Darrell Heyward,)
William Heyward, Charlene Gadsden, Richard)
Brown, Sr., Sharon Y. Brown, Merele J. Mack,)
Adrienne F. Mack a/k/a Frankie Mack, Michael)
Brown, Louis Mikell, Janie Mikell, Altamese)
Brown, LaTricia Brown-Mayfield, and Edward)
Littleton Brown, Melissa Mikell (daughter of)
Nicolas Mikell), Tomisha Mikell, Thomas Elliott)
Mikell, Meliss Mikell (daughter of Thomas)
Mikell), Les Brown, Patricia Campbell, Curtrina)
Ladson, if they be alive, and JOHN DOE AND)
JANE DOE, whose true names are unknown and)
fictitious names designating the unknown heirs,)
devisees, distributees, issue, executors,)
administrators, successors, or assigns of the above-)
named Defendants, if they or any of them be dead,)

FIRST
AMENDED
SUMMONS

and of Estelle White, Lizzie Mikell Green, Edward)
Mikell, Emily Mikell Brown, Zeebree Mikell,)
Marion Green a/k/a Marian Green, Walter Brown,)
Florence Gadsden, Ida Mack, Charles Mack Jr.,)
Geneva Mack, Franklin Mack Cumsey Brown,)
Nancy Brown, James Brown, Emily Heyward, Ida)
Mae Smith Dunmeyer, Pamela Dunmeyer Brown,)
Elizabeth Dunmeyer, Charles Brown, Jr., Rena)
Smith, Johnny Brown, Adell Mikell, Nicolas)
Mikell, Jesse Mikell, Thomas Mikell, and Mary)
Frances Brown, all deceased; and MARY ROE)
AND RICHARD ROE, whose true names are)
unknown and fictitious names designating infants,)
persons under disability, incompetents,)
imprisoned, or those person in the military, if any;)
and also all other persons, known or whose true)
names are unknown, claiming any right, title,)
interest in, or lien upon the real estate described in)
the Complaint herein,)
Defendants.)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Amended Complaint upon the Clerk of this Court and upon Baker & Varner LLC at their office, Post Office Box 31265, Charleston, South Carolina 29417, within thirty (30) days after service hereof if service upon you was in person and thirty-five (35) days after service hereof if service upon you was by U.S. Mail, exclusive of the day of such service; and if you fail to answer the Amended Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein and judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Amended Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiffs immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Amended Summons and Amended Complaint upon you.

s/Barry I. Baker
BAKER AND VARNER, LLC
BARRY I. BAKER, ESQUIRE - Bar # 482
Bbaker@bakerlawsc.com
One Carriage Lane, Bldg. H
P.O. Box 31265
Charleston, SC 29417-1265
Office: (843) 766-9007 - Fax: (843) 766-1295
Attorneys for Plaintiff

Charleston, South Carolina
August 4, 2021

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CASE NO: 2017-CP-10-5358

Edward Mikell, Individually and as Personal
Representative for the Estate of Estelle White,
Deceased,

Plaintiff,

V.

Mary Ann Green, Elnora Capers, William Mikell,
Eloise Chestnut, Ralph Brown, Roges Brown,
Raymond Mack, Henrietta J. Mack-Barnette,
Jeanette Mack Green, James Mack, Jo Nathan
Mack a/k/a Nathan Mack, Ida M. Blake, Glenn
Mack, Rose Mack, Elizabeth Lee a/k/a Dorothy
Marie Mack Lee, Michael Mack, Harvey Mack,
Carolyn McClair, Magaline E. Brown, Delores G.
Mack, Charles Mack III, Alton Kirk Mack a/k/a
Kirk Mack, Kendall Gibbs, Harold Mack, Walter
Brown (son of Cumsey Brown), Albertha Cohen,
Jessie M. Washington, Manny Dunmeyer Jr.,
Ruthie Brown Roper, Sylvia Dunmeyer, Francis
Dunmeyer, Tammy Dunmeyer, Brandy Dunmeyer,
Timothy Brown, Barbara Ann Gathers aka Barbara
Ann Geathers, Clarence Smith, Jr., Lillian
Middleton, Pauline Walker a/k/a Pearlline
Washington, Robert Smith, Arthur Smith,
Margaret Brown, Georgiana Smith, Louise
Hamilton, Benjamin Smith, John Smith, Leola
Smith, Michael Smith, Janet Heyward Nelson, Eric
Heyward, Keith Heyward, Darrell Heyward,
William Heyward, Charlene Gadsden, Richard
Brown, Sr., Sharon Y. Brown, Merele J. Mack,
Adrienne F. Mack a/k/a Frankie Mack, Michael
Brown, Louis Mikell, Janie Mikell, Altamese
Brown, LaTricia Brown-Mayfield, and Edward
Littleton Brown, Melissa Mikell (daughter of
Nicolas Mikell), Tomisha Mikell, Thomas Elliott
Mikell, Melissa Mikell (daughter of Thomas
Mikell), Les Brown, Patricia Campbell, Curtrina
Ladson, if they be alive, and JOHN DOE AND
JANE DOE, whose true names are unknown and
fictitious names designating the unknown heirs,
devisees, distributees, issue, executors,
administrators, successors, or assigns of the above-
named Defendants, if they or any of them be dead,

FIRST
AMENDED
COMPLAINT

and of Estelle White, Lizzie Mikell Green, Edward)
 Mikell, Emily Mikell Brown, Zeebree Mikell,)
 Marion Green a/k/a Marian Green, Walter Brown,)
 Florence Gadsden, Ida Mack, Charles Mack Jr.,)
 Geneva Mack, Franklin Mack Cumsey Brown,)
 Nancy Brown, James Brown, Emily Heyward, Ida)
 Mae Smith Dunmeyer, Pamela Dunmeyer Brown,)
 Elizabeth Dunmeyer, Charles Brown, Jr., Rena)
 Smith, Johnny Brown, Adell Mikell, Nicolas)
 Mikell, Jesse Mikell, Thomas Mikell, and Mary)
 Frances Brown, all deceased; and MARY ROE)
 AND RICHARD ROE, whose true names are)
 unknown and fictitious names designating infants,)
 persons under disability, incompetents,)
 imprisoned, or those person in the military, if any;)
 and also all other persons, known or whose true)
 names are unknown, claiming any right, title,)
 interest in, or lien upon the real estate described in)
 the Complaint herein,)
 Defendants.)

The Plaintiff above named, complaining of the Defendants above named would allege and show as follows:

PROCEDURAL BACKGROUND

Estelle White died testate on or about January 25, 2014, as will appear by reference in the records of the Probate Court for Charleston County in Case No. 2014-ES-10-1344. Under the terms and provisions of her Last Will and Testament, Estelle White devised her entire estate to her nephew, the Plaintiff herein, Edward Mikell.

At the time of her death, Plaintiff alleges that Estelle White was seized of an absolute fee simple title to the following described properties, all of which are located in the County of Charleston, State of South Carolina and are described as follows, to wit:

ALL that certain piece, parcel, or lot of land, situate, lying and being on Birds Nest Road on Wadmalaw Island, County of Charleston, State of South Carolina being generally shown and designated as "residual 67 +/- acres" on the inset of a plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and last revised on December 7,

2002, recorded in Plat Book DD at Page 150 in the ROD Office for Charleston County; said property having such size, shape, and dimensions as will appear by reference to said plat.

TMS#: 217-00-00-017

ALSO

ALL that certain piece, parcel, or lot of land together with the buildings and improvements thereon situate lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, shown and designated as Lot A-1 containing 2.23 acres of land on a plat prepared by Palmetto Land Surveying Co, Inc., dated May 9, 2001 and later revised on December 7, 2002, recorded in Plat Book DD at Page 150 in the ROD Office for Charleston County; said lot having such size, shapes, dimensions, butting and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference hereto.

ALSO all of the Decedent's right, title and interest in and to that area extending from the rear of Lot A-1 designated as OCRM Critical Setback line and extending all the way to the edge of Bohicket Creek. The within property is also shown and designated as marsh on the aforesaid plat prepared by Palmetto Land Surveying Co., Inc., Reference is hereby craved to the said plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and later revised on December 7, 2002, recorded in Plat Book DD at Page 150 in the ROD Office for Charleston County; said marsh having such size, shapes dimension, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference thereto.

TMS#: 217-00-00-137

ALSO

ALL that certain piece, parcel, or lot of land situate, lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, generally shown and designated as residual 19.6 acres of land, as shown on the inset of a plat prepared by George D. Sample, entitled Plat of Subdivision of a tract of land owned by Estelle M. White and located on Wadmalaw Island, Charleston County, State of South Carolina, said plat being recorded in Plat Book W at Page 166 in the ROD Office for Charleston County. Reference is also craved to a plat prepared by George D. Sample, dated February 25, 1977 and recorded in Plat Book AM at Page 13 in the ROD Office for Charleston County. Said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plats and said plats are made a part and parcel of this description by reference thereto.

This property is currently known under the numbering system of Charleston County as 1923 Birds Nest Road, Wadmalaw Island, SC 29487-7002.

TMS#: 217-00-00-018

ALSO

ALL that certain piece, parcel, or lot of land situate, lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, measuring and containing 1.06 acres of land, as shown on a plat prepared by George D. Sample, entitled "Plat of Subdivision of a tract of land owned by Estelle M. White and located on Wadmalaw Island, Charleston County, State of South Carolina," said plat being recorded in Plat Book W at Page 166 in the ROD Office for Charleston County. Said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference thereto.

This property is currently known under the numbering system of Charleston County as 1959 Birds Nest Road, Wadmalaw Island, SC 29487-7002.

TMS#: 217-00-00-042

TOGETHER with all of the Plaintiff's right, title and interest in and to a perpetual, non-exclusive, transferrable, transmissible, appendant, and appurtenant 50' Ingress-Egress Easement, over and across Birds Nest Road, as shown on the plat of George D. Sample, recorded in Plat Book DD at Page 150 in the ROD Office for Charleston County. This Ingress Egress Easement is for the commercial and economic benefit of the aforesaid properties.

ALL of the above parcels of land being the same property conveyed by Roger Mikell to Estelle M. White by deed dated May 4, 1955, and recorded in Book L60 at Page 273 in the ROD Office for Charleston County.

ALSO BEING the same properties in which Edward Mikell, in his capacity as Personal Representative for the Estate of Estelle White, conveyed title to himself individually by Deed of Distribution being dated November 18, 2015 and recorded November 19, 2015 in Book 0518 at Page 558 in the ROD Office for Charleston County.

That Edward Mikell, in his capacity as Personal Representative of the Estate of Estelle White, executed a Deed of Distribution vesting fee simple title in the four (4) parcels of land that are the subject matter of this action in himself. The Deed of Distribution is dated November 18,

2015 and recorded November 19, 2015 in Book 0518 at Page 558 in the ROD Office for Charleston County.

The Probate Court issued an Order closing the estate proceedings of Estelle White on January 21, 2016.

On May 5, 2017, Willie B. Heyward, Esq., instituted a proceeding in the Probate Court on behalf of James Brown, Roges Brown, Ralph Brown and Richard Brown to quiet title to the properties and to set aside the Deed of Distribution due to the fact that intestate heirs of Estelle White had not received notice of her estate proceedings as is required by the Probate Code of South Carolina. Mr. Heyward's Petition also alleged that two of the four tracts of land hereinbefore more fully described were conveyed by Estelle White prior to her death to Richard Brown, Sr., and Sharon Y. Brown.

The Honorable Lenna S. Kirchner, Associate Probate Judge for Charleston County, issued an Order dated August 31, 2017, directing Mr. Heyward to file an action in the Court of Common Pleas for the determination of the heirs of Estelle White and to quiet the title; her Order further dismissed the allegation in Mr. Heyward's Petition filed in the Probate Court seeking a determination of the validity of an alleged deed dated June 11, 2007, allegedly executed by the late Estelle White to Richard Brown, Sr., and his then wife, Sharon Y. Brown. The alleged deed purported to convey two (2) tracts of land containing 2.3 acres and 20 acres respectively, bearing TMS 217-00-00-017 and 217-00-00-137.

Judge Kirchner stayed any further proceedings in Probate Court until all issues referred to the Court of Common Pleas were fully adjudicated.

In compliance with the Order of Judge Kirchner, Mr. Heyward instituted the within action on October 1, 2018. The Complaint filed by Mr. Heyward also contained an allegation that Estelle White did not own an absolute fee simple title in the subject property; he also brought into issue in his Complaint the validity of the purported 2007 deed from Estelle White to the Defendants Richard Brown, Sr., and Sharon Y. Brown.

Thereafter Richard Brown, Sr., and Sharon Y. Brown retained the services of Mark V. Evans, Esquire who filed an Answer and Counterclaim to Mr. Heyward's Complaint. Mr. Heyward's Complaint did not name Edward Mikell as a party to this action. As a result of Mr. Heyward's failure to make Edward Mikell a party Defendant in this action, Barry I. Baker filed a Motion to intervene on behalf of Edward Mikell. The Motion was granted and Mr. Baker filed an Answer to the Complaint and also filed a Third-Party Complaint against Richard Brown, Sr., and Sharon Y. Brown concerning the validity of the 2007 deed.

This matter was thereafter referred to Mikell R. Scarborough, Master-in-Equity for Charleston County by Order dated January 6, 2020.

By Consent Order dated May 17, 2021, Master Scarborough directed that an Amended Complaint be filed; that the parties be realigned whereby Edward Mikell became the Plaintiff, individually and in his capacity as Personal Representative of the Estate of Estelle White, and that, inter alia, the causes of action to quiet title, to determine the heirs of Estelle White as well as to determine the validity and priority of the 2007 purported deed be included in the Amended Complaint.

FOR A FIRST CAUSE OF ACTION
(Suit to Quiet Title)

1. Plaintiff brings this action against the above-named Defendants pursuant to the provisions of S.C. Code Ann. § 15-53-10, et seq., (known as the Uniform Declaratory Judgment Act), §15-3-380, et seq., for a quieting of title by adverse possession of forty (40) years, etc. and §15-67-210, et seq., for a quieting of title by adverse possession of ten (10) years and for a quieting of the title because of adverse possession under the color of title for a period of greater than twenty (20) years; for the further purpose of finding that Estelle White, now deceased, was seized and possessed of fee simple title to the properties, the subject matter of this action at the time of her death, and further that she was in continuous, hostile, open, actual, notorious and exclusive possession of the subject properties from the date that the properties were conveyed to her in 1955 up until the time of her death; this action is further brought for the purpose of obtaining an Order that the Plaintiff, in his individual capacity, is seized of a fee simple title to the properties the subject matter of this action and that none of the Defendants have any right, title or interest of any kind in the subject property; this action is further brought for the purpose of determining the intestate heirs of Estelle White; this action is further brought to determine the validity of the deed allegedly executed by Estelle White (hereinafter "Decedent") to Richard Brown, Sr., and Sharon Y. Brown that was unrecorded at the time of Decedent's death and that was subsequently recorded on September 1, 2016 in Book 0580 at Page 422 in the ROD Office for Charleston County. This alleged deed purports to convey a portion of the properties that are the subject matter of this action to Richard Brown, Sr., and Sharon Y. Brown; this action is further brought to determine the priority of the 2007 deed allegedly executed by Estelle White to Richard Brown, Sr., and Sharon Y. Brown and the Deed of Distribution vesting title to Edward

Mikell individually, dated November 18, 2015 and recorded November 19, 2015 in Book 0518 at Page 558 in the ROD Office for Charleston County.

2. All of the properties, the subject matter of this action, were conveyed absolute and in fee simple to the late Estelle White by her late father, Roger Mikell by deed dated and recorded May 14, 1955 in Book L60 at Page 270 in the ROD Office for Charleston County.

3. The said Estelle White died testate January 25, 2014, leaving a Last Will and Testament dated September 13, 1978; the said Last Will and Testament of Decedent was admitted into probate court in common form on August 19, 2014, as will be reflected in Charleston County Probate Case No. 2014-ES-10-1344.

4. That under the terms and provisions of the Will of the Decedent, the Plaintiff in his individual capacity was the sole devisee in her Will.

5. That Plaintiff Edward Mikell in his capacity as Personal Representative for the Estate of Estelle White, executed a Deed of Distribution to himself, dated November 18, 2015 and recorded November 19, 2015 in Book 0518 at Page 558 in the ROD Office for Charleston County.

6. From the time that Estelle White received title to the subject properties in 1955 until the time of her death she was in continuous, hostile, open, actual, notorious and exclusive possession of the properties the subject matter of this action, and at the time of her death, she was seized of a fee simple title to the subject properties.

7. That Plaintiff would further allege that as a successor in title to his late aunt, Estelle White, that he is now the sole owner in fee simple of the subject properties; further, he is in possession of all of the subject properties.

FOR A SECOND CAUSE OF ACTION
(Determination of Heirs)

8. The Plaintiff realleges all of the allegations contained in paragraphs 1 through 7, as if repeated verbatim herein.

9. That Plaintiff would allege and show that the late Estelle White was widowed at the time of her demise and she was not survived by any children, either natural children or legally adopted children.

10. That the late Estelle White was one of six (6) siblings born of the union of her parents, Roger Mikell and Georgianna Brown Mikell. In addition to Estelle White, Roger and Georgianna Brown Mikell had five (5) other children: Adell Mikell, Lizzie Mikell Green, Edward Mikell (not the same individual as Plaintiff), Emily Mikell Brown, and Zeebree Mikell.

11. That Plaintiff would allege and show that at the time of Estelle White's demise, she only had one surviving sibling, Adell Mikell. Subsequent thereto, Adell Mikell died on or about June 10, 2021, survived by three living children: the Plaintiff Edward Mikell, Louis Mikell and Janie Mikell, together with three predeceased children: Nicolas Mikell, Jesse Mikell and Thomas Mikell.

12. Upon information and belief, Nicolas Mikell died in 1968 survived by one daughter, Melissa Mikell. Jesse Mikell died in 1972 without surviving issue. Thomas Mikell died in 2016 survived by three children: Melissa Mikell, Tomisha Mikell, and Thomas Elliott Mikell.

13. Plaintiff is informed and believes that Lizzie Mikell Green died, the date of her death is unknown to the Plaintiff, survived by her two (2) children, namely to wit: Mary Ann Green and Marion Green a/k/a Marian Green. Upon information and belief, Marion Green a/k/a Marian Green died in the State of New York and was not survived by a spouse or children.

14. That Estelle White's brother, Edward Mikell, (not the same individual as the Plaintiff) died intestate on or about July 23, 1991, survived by his three (3) children, all of whom are still alive, namely; Elnora Capers, William Mikell and Eloise Chestnut.

15. That the said Emily Mikell Brown died intestate on or about August 23, 1979, survived by her eleven (11) children, to wit: Ralph Brown and Roges Brown, both of whom are alive, and James Brown, Walter Brown, Florence Gadsden, Ida Mack, Cumsey Brown, Nancy Brown, Elizabeth Dunmeyer, Charles B. Brown, Jr. and Rena Smith, all of whom are now deceased.

16. That upon information and belief, James Brown died August 25, 2020, survived by his son Les Brown and his wife, Mary Frances Brown. Subsequent thereto, Mary Frances Brown died in 2020 leaving as her sole heir at law her son, Les Brown.

17. That upon information and belief, Walter Brown died August 8, 2019, survived by his wife Altamese Brown and two children: LaTricia Brown-Mayfield and Edward Littleton Brown.

18. That upon information and belief, Florence Gadsden died, date of her death is unknown and she was not survived by a spouse or children.

19. A proceeding was instituted in the Probate Court for Charleston County to determine the heirs of Charles Mack, Sr., in case No. 2018-ES-10-0372. The Probate Court issued an Order dated July 31, 2018 declaring that Charles Mack, Sr., was married to the late Ida Mack who died February 28, 1993, and eleven (11) children were born of this union, namely: Raymond Mack; Henrietta Mack-Barnette; Jeanette Mack Green; James Mack; Jo Nathan Mack;

Elizabeth Lee a/k/a Dorothy Marie Mack Lee, Harvey Mack and Ida M. Blake; Charles Mack, Jr. (now deceased), Geneva Mack (now deceased), and Franklin Mack (now deceased).

20. That upon information and belief, Charles Mack, Jr., died on or about April 5, 2013, leaving as his sole heirs at law, his spouse Delores G. Mack and their two (2) children, Charles Mack, III and Alton Kirk Mack a/k/a Kirk Mack. It is possible that Charles Mack, Jr., had another child, namely; Kendall Gibbs, who has been named as a party Defendant.

21. That upon information and belief, Geneva Mack died on or about November 8, 2000, leaving as her sole heirs at law, her two sons, Harold Mack and Michael Mack.

22. That upon information and belief, Franklin Mack died on or about June 13, 2004 leaving as his sole heirs at law, his surviving spouse, Merele J. Mack and his daughter, Adrienne F. Mack a/k/a Frankie Mack.

23. That upon information and belief, Cumsey Brown died on or about August 16, 2008, survived by his four (4) children, to wit: Carolyn McClair, Magaline E. Brown, Michael Brown and Walter Brown (not the same individual who was a son of Emily Mikell Brown) all of whom are alive.

24. Upon information and belief Nancy Brown died on or about July 17, 2001, survived by her four (4) children, to wit: Richard Brown, Albertha Cohen, Jessie Mae Washington, and Johnny Brown, all of whom are still alive except Johnny Brown.

25. Upon information and belief, Johnny Brown, exact date of death unknown, survived by his two daughters: Patricia Campbell and Curtrina Ladson.

26. Upon information and belief Elizabeth Dunmeyer died, exact date of death is

unknown, survived by her five (5) children, to wit: Manny Dunmeyer, Jr., Ruthie Brown Roper, Sylvia Dunmeyer, Francis Dunmeyer, and Barbara Ann Gathers a/k/a Barbara Ann Geathers, all of whom are alive.

27. Upon information and belief Rena Smith died on or about May 31, 2012 predeceased by her daughters, Emily Smith Heyward and Ida Mae Smith Dunmeyer; and survived by an additional twelve (12) children, to wit: Clarence Smith, Jr., Lillian Middleton, Pauline Walker a/k/a Pearline Washington, Robert Smith, Arthur Smith, Margaret Brown, Georgianna Smith, Louise Hamilton, Benjamin Smith, John Smith, Leola Smith and Michael Smith, all of whom are still alive.

28. Upon information and belief, Ida Mae Smith Dunmeyer died, exact date of death is unknown, survived by her children Pamela Dunmeyer Brown, Tammy Dunmeyer and Brandy Dunmeyer, all of whom are alive except for Pamela Dunmeyer Brown. Pamela Dunmeyer Brown died, exact date of death is unknown, survived by her son Timothy Brown.

29. Upon information and belief, Emily Smith Heyward died, exact date of death is unknown survived by her children, Janet Heyward Nelson, Eric Heyward, Keith Heyward, Darrell Heyward and William Heyward, all of whom are alive.

30. Upon information and belief, Charles Brown, Jr., died on or about November 19, 2005, survived by his only child, Charlene Gadsden.

31. Upon information and belief, Zeebree Mikell died many years ago, the exact date of his death being unknown and he was not survived by a wife or any children.

FOR A THIRD CAUSE OF ACTION
(To declare the 2007 deed invalid)

32. The Plaintiff realleges all of the allegations contained in paragraphs 1 through 31,

as if repeated verbatim herein.

33. Upon information and belief, by instrument dated June 7, 2007, Estelle White allegedly conveyed two (2) parcels of land bearing TMS# 217-00-00-017 and 217-00-00-137 and containing approximately 20 acres and 2.3 acres respectively to the Defendants, Richard Brown Sr., and Sharon Y. Brown.

34. This aforesaid alleged deed was not recorded until September 1, 2016 in the ROD Office for Charleston County in Book 0580 at Page 422.

35. The Plaintiff would allege and show that this purported deed is invalid for the following reasons, to wit:

a) The alleged deed does not contain the signature of the Decedent and is a forgery, and should therefore be declared null and void and of no force and effect.

b) The alleged deed does not contain an accurate and sufficient property description of the parcels of land to be conveyed to the Browns.

c) There was never a delivery of the deed.

FOR A FOURTH CAUSE OF ACTION
(Priority of Deeds)

36. The Plaintiff realleges all of the allegations contained in paragraphs 1 through 35, as if repeated verbatim herein.

37. Plaintiff would allege and show at the time he executed to himself a Deed of Distribution from the Estate of Estelle White by instrument dated November 18, 2015 and recorded November 19, 2015 in Book 0518 at page 558 in the ROD Office of Charleston County, that Plaintiff did not have any knowledge of any kind either actual knowledge or constructive knowledge of the deed that Decedent allegedly executed in 2007 to Richard Brown,

Sr., and Sharon Y. Brown.

38. Plaintiff would allege and show that the Deed of Distribution as aforesaid was recorded prior to the recording of the alleged deed of Estelle White to Richard Brown, Sr., and Sharon Y. Brown.

39. Plaintiff is therefore informed and believes that he is afforded the same protections as a bona fide purchaser for value under Sections §62-3-907(B), §62-3-908, §62-3-909, and §62-3-910 of the Probate Code for South Carolina; and that the Deed of Distribution executed in 2015 into the Plaintiff has priority over the alleged deed into Richard Brown, Sr., and Sharon Y. Brown that was not recorded until 2016, assuming arguendo that the 2007 deed is valid, which Plaintiff denies the validity thereof.

FOR A FIFTH CAUSE OF ACTION
(Attorney's Fees and Costs)

40. The Plaintiff realleges all of the allegations contained in paragraphs 1 through 39 as if repeated verbatim herein.

41. That Plaintiff would further allege and show that he retained the services of Barry I. Baker, Esquire and Kyle T. Varner, Esquire to prosecute this action. Further, he is informed and believes that pursuant to the S.C. Probate Code Section 62-7-111, Mr. Baker and Mr. Varner should be paid reasonable attorney's fees, together with their costs and expenses, for the prosecution of this action.

WHEREFORE, Plaintiff prays for the following relief:

- a) That this Honorable Court determine the intestate heirs under the Statute of Descent and Distribution of South Carolina of the late Estelle White;

- b) That this Honorable Court find that the alleged deed of Estelle White to the Defendants Richard Brown, Sr., and Sharon Y. Brown is invalid and should therefore be declared null and void and of no force and effect;
- c) That this Honorable Court afford the Plaintiff Edward Mikell the same protection as a bona purchaser for value under Sections §62-3-907(B), §62-3-908, §62-3-909, and §62-3-910 of the Probate Code for South Carolina, and that this Court make a finding that the Deed of Distribution has priority over the alleged 2007 deed. .
- d) That this Honorable Court declare the Plaintiff in his individual capacity to be the sole owner of the subject properties;
- e) That this Honorable Court award attorney's fees and costs to the Plaintiff's counsel for representation in this matter; and
- f) For such other and further relief as may be deemed just and proper.

s/Barry I. Baker
BAKER AND VARNER, LLC
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Attorneys for Plaintiff

Charleston, South Carolina
August 4, 2021

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	:	CASE NO: 2017-CP-10-5358
COUNTY OF CHARLESTON	)	
ROGES BROWN, RICHARD BROWN, and	)	
RALPH BROWN,	)	
	)	DEFENDANT EDWARD MIKELL'S
Plaintiff(s),	)	AMENDED THIRD PARTY
	)	COMPLAINT
V.	)	
	)	
ESTELLE WHITE, et al.,	)	
	)	
Defendant(s).	)	
EDWARD MIKELL,	)	
	)	
Defendant/Third Party Plaintiff,	)	
	)	
v.	)	
	)	
RICHARD BROWN, SR., and SHARON Y.	)	
BROWN,	)	
	)	
Third Party Defendant(s).	)	

The Defendant/Third Party Plaintiff above named, complaining of the Third Party Defendants alleges and states as follows:

1. The Defendant/Third Party Plaintiff, (hereinafter "Mikell") is the nephew and sole devisee of the Decedent, Estelle White, (hereinafter "Decedent") as evidenced by her Last Will and Testament, dated September 13, 1978 and attached hereto as Exhibit A.
2. Mikell is a citizen and resident of the County of Charleston, State of South Carolina, and is informed and believes, that Third Party Defendants, Richard Brown, Sr., and Sharon Y. Brown (hereinafter "Browns") are residents and citizens of the County of Charleston, State of South Carolina.

3. The properties that are the subject matter of this action are situate in the County of Charleston, State of South Carolina. The deed at issue describes the property as
- follows:

ALL that lot of land piece or parcel of land, situate, lying and being in St. John's Fire District, Charleston County, State aforesaid, and containing 20 acre(s) and 2.3 acres more or less Bounded _____ (north, south, east or west) formerly by a lot owned by Estelle White; all of said description more fully appearing when reference is had to the lot hereby conveyed, made by _____ Surveyor, dated _____.

BEING a portion of the same property conveyed to Estelle M. White by deed of Roger Mikell, dated and recorded May 14, 1955 in Book L60 at page 273 in the ROD Office for Charleston County.

TMS#: 217-00-00-017 and 217-00-00-137

FOR A FIRST CAUSE OF ACTION

4. At the time of her death on January 25, 2014, Decedent was seized and possessed of a fee simple interest in the properties hereinbefore described, as will be reflected by the records of the Probate Court for Charleston County in file No.: 2014-ES-10-01344.

5. Under the terms and provisions of the Last Will and Testament of the Decedent, she devised her entire estate to Mikell. As a result thereof, the Edward Mikell is the sole owner of the subject properties.

6. Mikell is informed and believes that Browns recorded or caused to be recorded an alleged deed from Decedent to the Browns conveying two (2) parcels of the subject properties to the Browns. The alleged deed is dated June 7, 2007 and recorded September 1, 2016 in the ROD Office for Charleston County, in Book 0580 at Page 422.

7. Mikell will state that the alleged deed is invalid for the following reasons,

to wit:

- a) The alleged deed does not contain the signature of the Decedent and is a forgery, and should therefore be declared null and void and of no force and effect.
- b) The alleged deed does not contain an accurate property description of the parcels of land to be conveyed to the Browns.
- c) There was never a delivery of the deed.
- d) Mikell has the same protection as a purchaser under Sections §62-3-907(B), §62-3-908, §62-3-909, and §62-3-910 of the Probate Court for South Carolina;

FOR A SECOND CAUSE OF ACTION

8. Plaintiff restates and re-alleges all of the foregoing as if it were state verbatim herein.

9. Mikell is informed and believes that the Deed of Distribution into the Third Party Plaintiff was recorded without the knowledge that Estelle White had allegedly executed a deed to Richard Brown and Sharon Y. Brown.

10. Mikell is further informed and believes that the Deed of Distribution into the Third Party Plaintiff was recorded prior to the recording of the alleged deed of Estelle White to Richard Brown and Sharon Y. Brown.

WHEREFORE, Mikell prays for judgment against the Brown's for the following relief:

- A. That this Honorable Court inquire into the matters set forth and declare the alleged deed a forgery, null and void, and of no further force and effect; or
- B. In the alternative, that this Honorable Court find that the inadequate legal description in the alleged deed and the lack of delivery cause the deed to be ineffective and unenforceable;
- C. That this Honorable Court declare the Defendant/Third Party Plaintiff Edward Mikell to be the sole owner of the subject properties;
- D. That this Honorable Court afford the Defendant/Third Party Plaintiff Edward Mikell the same protection as a purchaser under Sections §62-3-907(B), §62-3-908, §62-3-909, and §62-3-910 of the Probate Court for South Carolina;
- E. For such other and further relief as may be deem just and proper.

s/Barry I. Baker
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Attorneys for Defendant/Third Party Plaintiff,
Edward Mikell

Charleston, South Carolina
January 20, 2020

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NUMBER: 2017-CP-10-5358

ROGES BROWN,)
RICHARD BROWN, and)
RALPH BROWN,)

Plaintiffs,

vs.

ESTELLE WHITE, et al,

Defendants.

ANSWER AND COUNTERCLAIM
OF RICHARD BROWN, SR. and
SHARON Y. BROWN

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2018 APR 16 PM 4:19

FILED

Richard Brown, Sr. (formerly a Plaintiff in this action) and Sharon Y. Brown, through their undersigned attorney, answer the Complaint and Counterclaim as follows:

1. Upon information and belief, these Defendants admit the allegations of Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of the Complaint.

2. In response to Paragraph 15, these Defendants state that the referenced "deed from Estelle White to Richard Brown, Sr. and his then wife Sharon Y. Brown, dated June 11, 2007" was recorded in the Charleston County RMC Office at Book 0580, Page 422, on September 1, 2016

3. These Defendants admit the allegations of Paragraph 16.

4. Upon information and belief, these Defendants admit the allegations of Paragraphs 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30.

COUNTERCLAIM
(legal title by deed)

5. These Defendants incorporate by reference the preceding responses of their Answer to the Complaint.

6. The deed from Estelle White to these Defendants, referenced above, was validly executed.

7. Ms. White requested that Defendants not record the deed until after her death because she feared it would make her life difficult.

8. The conveyance to these Defendants of the parcel of land designated TMS 217-00-00-137 is unambiguous and the Court should so find.

9. The conveyance to these Defendants of a portion of the parcel of land designated TMS 217-00-00-017 may include a latent or patent ambiguity, requiring additional evidence as to the grantor's intent.

10. At the time of the conveyance of the portion of TMS 217-00-00-017 to these Defendants, the parties agreed that the 20 acres being conveyed were the southernmost 20 acres of this approximately 66 acre parcel, or the 20 acres closest and adjacent to TMS 217-00-00-137.

WHEREFORE, Defendants Richard Brown, Sr., and Sharon Y. Brown request that the interest in real property described in Paragraph 2 of this Answer and Counterclaim be confirmed in them by this Honorable Court and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Dated: April 12, 2018
Charleston, South Carolina

Mark V. Evans
Mark V. Evans, Esquire
The Wappoo Centre
147 Wappoo Creek Drive, Suite 202
Charleston, South Carolina 29412
Telephone 843.762.6640
Facsimile 843.762.1500
Attorney for Defendants
Richard Brown, Sr. and Sharon Y. Brown

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ROGES BROWN, RICHARD BROWN and
RALPH BROWN

Plaintiffs

VS.

ESTELLE WHITE (DECEASED), THOMAS MIKELL, as the Personal Representative of the Estate of Estelle White, THOMAS MIKELL, EMILY MIKELL BROWN (DECEASED), FLORENCE GADSDEN (DECEASED), IDA MACK (DECEASED), RAYMOND MACK, HENRIETTA MACK-BARNETTE, JEANETTE MACK, JAMES MACK, NATHAN MACK, GLENN MACK, ROSE MACK, ELIZABETH LEE, CHARLES MACK JR. (DECEASED), GENEVA MACK (DECEASED), FRANKLIN MACK (DECEASED), CUMSEY BROWN (DECEASED), CAROLYN MCCLAIR, MAGALINE BROWN, MICHAEL BROWN, WALTER BROWN, NANCY BROWN (DECEASED), ALBERTHA COHER, JESSIE M. WASHINGTON, JOHNNY BROWN (DECEASED), ELIZABETH DUNMEYER (DECEASED), MANNY DUNMEYER, JR., RUTHIE BROWN ROPER, SYLVIA DUNMEYER, FRANCIS DUNMEYER, RENA SMITH (DECEASED), CLARENCE SMITH JR., LILLIAN MIDDLETON, PAULINE WALKER, ROBERT SMITH, ARTHUR SMITH, MARGARET BROWN, GEORGIANNA SMITH, LOUISE HAMILTON, BENJAMIN SMITH, JOHN SMITH, LEOLA SMITH, MICHAEL SMITH, EMILY HEYWARD (DECEASED), IDA DUNMEYER (DECEASED), CHARLES BROWN, JR. (DECEASED), CHARLENE GADSDEN, LIZZIE MIKELL GREEN (DECEASED), MARY ANN GREEN, EDWARD MIKELL (DECEASED), ELNORA CAPERS, WILLIAM MIKELL, ELOISE CHESTNUT, ADELLE MIKELL and all persons claiming under or through the heirs or devisees of all the deceased parties listed above collectively

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2017-CP-10-5358

SUMMONS

(Suit to Quiet Title and Partition)

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2017 OCT 18 PM 1:19

FILED

designated as fictitious names representing unknown minors, incompetents, persons in the military service within the meaning of Title 50, United States Code, commonly referred to as The Service Members Civil Relief Act of 2003, persons imprisoned, and persons under any other legal disability and JOHN DOE and MARY ROE, fictitious names representing unknown heirs, devisees, distributees, or personal representatives of deceased persons, ,

Defendants

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscriber, at his office situated at 27 Gamecock Avenue, Suite 200, Charleston, South Carolina, 29407, within thirty (30) days after service thereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid judgment by default will be rendered against you for the relief demanded in the Complaint.


WILLIE B. HEYWARD
Heirs Property Law Firm, LLC.
27 GAMECOCK Ave, Suite 200
Charleston, South Carolina 29407
(843) 225-8754
ATTORNEY FOR THE PLAINTIFFS

Charleston, South Carolina
Dated: October 18, 2017

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ROGES BROWN, RICHARD BROWN and
RALPH BROWN

Plaintiffs

VS.

ESTELLE WHITE (DECEASED), THOMAS MIKELL, as the Personal Representative of the Estate of Estelle White, THOMAS MIKELL, EMILY MIKELL BROWN (DECEASED), FLORENCE GADSDEN (DECEASED), IDA MACK (DECEASED), RAYMOND MACK, HENRIETTA MACK-BARNETTE, JEANETTE MACK, JAMES MACK, NATHAN MACK, GLENN MACK, ROSE MACK, ELIZABETH LEE, CHARLES MACK JR. (DECEASED), GENEVA MACK (DECEASED), FRANKLIN MACK (DECEASED), CUMSEY BROWN (DECEASED), CAROLYN MCCLAIR, MAGALINE BROWN, MICHAEL BROWN, WALTER BROWN, NANCY BROWN (DECEASED), ALBERTHA COHER, JESSIE M. WASHINGTON, JOHNNY BROWN (DECEASED), ELIZABETH DUNMEYER (DECEASED), MANNY DUNMEYER, JR., RUTHIE BROWN ROPER, SYLVIA DUNMEYER, FRANCIS DUNMEYER, RENA SMITH (DECEASED), CLARENCE SMITH JR., LILLIAN MIDDLETON, PAULINE WALKER, ROBERT SMITH, ARTHUR SMITH, MARGARET BROWN, GEORGIANNA SMITH, LOUISE HAMILTON, BENJAMIN SMITH, JOHN SMITH, LEOLA SMITH, MICHAEL SMITH, EMILY HEYWARD (DECEASED), IDA DUNMEYER (DECEASED), CHARLES BROWN, JR. (DECEASED), CHARLENE GADSDEN, LIZZIE MIKELL GREEN (DECEASED), MARY ANN GREEN, EDWARD MIKELL (DECEASED), ELNORA CAPERS, WILLIAM MIKELL, ELOISE CHESTNUT, ADELLE MIKELL and all persons claiming under or through the heirs or devisees of all the deceased parties listed above collectively

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2017-CP-10-5358

COMPLAINT

(Suit to Quiet Title and Partition)

2017 OCT 18 PM 1:22
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

FILED

designated as fictitious names representing unknown minors, incompetents, persons in the military service within the meaning of Title 50, United States Code, commonly referred to as The Service Members Civil Relief Act of 2003, persons imprisoned, and persons under any other legal disability and JOHN DOE and MARY ROE, fictitious names representing unknown heirs, devisees, distributees, or personal representatives of deceased persons, ,

Defendants

1. **THAT** Plaintiffs bring this Action pursuant to the provisions of the South Carolina Uniform Declaratory Judgment Act, Sections 15-53-10, et seq., Code of Laws of South Carolina, 1976, as and more particularly Article 3 of Section 15-53-10, et seq., Code of Laws of South Carolina; namely the Clementa C. Pinckney Uniform Partition of Heirs Property Act, enacted January 1, 2017, for the purpose of obtaining a Decree adjudging that the Plaintiffs are vested with an interest in a portion the real property described herein.
2. **THAT** the Plaintiffs, ROGES BROWN and RICHARD BROWN , are residents of Charleston County, State of South Carolina. Upon information and belief, Plaintiff RALPH BROWN is a resident of the State of Pennsylvania.
3. **THAT** some of the Defendants are residents of Charleston County, State of South Carolina.
4. **THAT** by virtue of the subject property being situated in the County of Charleston, State of South Carolina. Plaintiffs also allege that this Court is possessed with subject, subject matter and *in personam* jurisdiction in this action.
5. **THAT** the Plaintiffs commenced this action against the Defendants named herein and more particularly against the Estate of Estelle White and the Heirs of Estelle White and JOHN DOE; adults and MARY ROE, infants, insane persons, incompetents, being fictitious names designating a class of persons, know or unknown, who may be heirs, distributees, devisees,

legatees, widow, widower, assignees, executors, administrators, creditors, successors, issue, and alienees of the Estate of Estelle White, any other persons or entity, known or unknown, claiming any right, title, estate, interest in or lien upon, the parcel of real estate that is the subject of this action, and that it is proper for the Court to appoint a Guardian ad Litem during the pendency of this action to protect any such interests that may exist as to these parties.

6. **THAT** joined as Defendants are other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the Complaint herein.

7. **THAT** the Plaintiffs do not know the true names of any Defendants, all persons unknown, claiming any legal or equitable right, title, estate, lien or interest in the property described in the Complaint adverse to the title or any cloud on the title adverse to the heirs of Estelle White, and therefore sues them by those fictitious names. Plaintiffs are informed and believe, and on that basis allege, that each such Defendant claims, or may claim, some interest in the real property described in Paragraph Nine of this Complaint.

8. **THAT** any claim of an estate or interest in the real property by the unknown Defendants would be adverse to the interest of the Plaintiff, exclusive of any encumbrances against the property.

9. **THAT** Plaintiffs are co-tenants of real property located in of Charleston County, State of South Carolina, and more specifically described as follows:

NOTICE IS HEREBY given that an action has been commenced and is now pending in Probate Court for Charleston County, pursuant to the provisions of Chapter 53, Title 15, South Carolina Code of Laws for 1976, as amended, commonly known as the "Uniform Declaratory Judgment Act", Chapter 67, and of Articles 1 and 3, Chapter 67, Title 15, and Chapter 61, Title 15, South Carolina Code of Laws for 1976, as amended, for the purpose of obtain a

determination of this Court that the plaintiff is an owner of the below described parcel of real estate; to determine adverse claims thereto, if any; and to quiet title thereto in the name of the Plaintiff and others, as tenants in common, and with fee simple title thereto pursuant to the provisions of Rule 71, South Carolina Rules of Civil Procedure.

THE BELOW DESCRIBED parcel of real estate was at the time of the filing of this Lis Pendens, and at the time of the commencement of the action, situated, lying and being in the County of Charleston, State of South Carolina, and is more particularly described as follows:

ALL that certain piece, parcel, or lot of land, situate, lying and being on Birds Nest Road on Wadmalaw Island, County of Charleston, State of South Carolina being generally shown and designated as "residual 67 +/- acres" on the inset of a plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and last revised on December 7, 2002, recorded in Plat Book DO at Page 150 in the RMC Office for Charleston County; said property has such size, shape, and dimensions as will appear by reference to said plat.

TMS#: 217-00-00-017

ALSO

ALL that certain piece, parcel, or lot of land together with the buildings and improvements thereon situate lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, shown and designated as Lot A-I containing 2.23 acres of land on a plat prepared by Palmetto Land Surveying Co, Inc., dated May 9, 2001 and later revised on December 7, 2002, recorded in Plat Book DO at Page 150 in the RMC Office for Charleston County; said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference hereto.

ALSO all of the Decedent's right, title and interest in and to that area extending from the rear of Lot A-I designated as OCRM Critical Setback line and extending all the way to the edge of Bohicket Creek. The within property is also shown and designated as marsh on the aforesaid plat prepared by Palmetto Land Surveying Co., Inc., Reference is hereby craved to the said plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and later revised on December 7, 2002, recorded in Plat Book DO at Page 150 in the RMC Office for Charleston County; said marsh having such size, shapes dimension, but-

tings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference thereto.

TMS No.: 217-00-00-137

ALSO

ALL that certain piece, parcel, or lot of land situate, lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, generally shown and designated as residual 19.6 acres of land, as shown on the inset of a plat prepared by George D. Sample, entitled Plat of Subdivision of a tract of land owned by Estelle M. White and located on Wadmalaw Island, Charleston County, State of South Carolina, said plat being recorded in Plat Book W at Page 166 in the RMC Office for Charleston County. Reference is also craved to a plat prepared by George D. Sample, dated February 25, 1977 and recorded in Plat Book AM at Page 13 in the RMC Office for Charleston County. Said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plats and said plats are made a part and parcel of this description by reference thereto. This property is currently known under the numbering system of Charleston County as 1923 Birds Nest Road, Wadmalaw Island, SC 29487-7002.

TMS No.: 217-00-00-018

ALSO

ALL that certain piece, parcel, or lot of land situate, lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, measuring and containing) .06 acres of land, as shown on a plat prepared by George D. Sample, entitled "Plat of Subdivision of a tract of land owned by Estelle M. White and located on Wadmalaw Island, Charleston County, State of South Carolina," said plat being recorded in Plat Book W at Page 166 in the RMC Office for Charleston County. Said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference thereto.

This property is currently known under the numbering system of Charleston County as 1959 Birds Nest Road, Wadmalaw Island, SC 29487-7002.

TMS No.: 217-00-00-042

TOGETHER with all of the Decedent's right, title and interest to a non-exclusive, transferrable, appendant, and appurtenant 50' Ingress-Egress Easement, over and across Birds Nest Road, as shown on the plat of George D. Sample, recorded in Plat Book DD at Page 150 in RMC Office for Charleston County as hereinbefore referenced in this Deed. This Ingress Egress Easement is for the commercial and economic benefit of the property being conveyed herein.

BEING all of the above parcels of land conveyed by Roger Mikell to Estelle M. White on May 14, 1955, recorded in Book L60 at Page 273 in the RMC Office for Charleston County.

10. **THAT** the Plaintiffs and the other co-tenants desire to partition the property among themselves and to have this Court determine their respective interests in the subject property.

11. **THAT** Estelle M. White was conveyed the above described property by deed of Roger Mikell dated May 14, 1955 and recorded May 14, 1955 in Deed Book L 60, Page 273 in the RMC Office for Charleston County. Upon information and belief the conveyance was as trustee for the other heirs of Roger Mikell.

12. **THAT** Estelle White died testate on January 25, 2014, having her estate administrated in Case No. 2014-ES-10-1344 in the Charleston County Probate Court; survived by numerous heirs including one living sibling; Adell Mikell and three deceased siblings; Lizzie Mikell Green, Edward Mikell and Emily Mikell Brown. Her Will named Edward Mikell as the sole devisee of her estate.

13. **THAT** the Plaintiffs challenged the probate administration of the estate of Estelle White after this estate was closed. The allegations being a lack of notice of the probate administration on all of the intestate heirs and their lack of an opportunity to challenge the Will.

14. **THAT** the parties reached a settlement in that matter that resulted in a probate court order, dated August 31, 2017 by the Honorable Lenna Kirchner, that allowed some of the issues presented to the probate court to be filed in a new action in circuit court and referred to the Charleston County Master in Equity for a full adjudication.

15. **THAT** there exists an unrecorded deed from Estelle White to Richard Brown, Sr. and his then spouse, Sharon Y. Brown, dated June 11, 2007, conveying her interest in the parcels designated as having TMS No.: 217-00-00-137 and 217-00-00-017, containing 2.3 acres and 20 acres respectively, more or less.

16. **THAT** said parcel conveyed to Richard Brown, Sr. and Sharon Y. Brown designated as Lot A-1

and having TMS No.: 217-00-00-137 , is more fully described by referenced to a Plat entitled "PLAT OF LOT A-1, LANDS OF ESTELLE WHITE, CHARLESTON COUNTY, SOUTH CAROLINA", by James G. Pennington, RLS, of Palmetto Land Surveying, Inc., dated May 9, 2001, revised July 23, 2001 and revised December 7, 2002, and recorded in the RMC Office for Charleston County in Plat Book, DD, at Page 150.

17. **THAT**, the Plaintiffs are informed and believe that Edward Mikell died testate on or about July 23, 1997 survived by his children; Elnora Capers, William Mikell and Eloise Chestnut.

18. **THAT** Emily Mikell Brown died on or about August 23, 1979 and was survived by her children: James Brown, Walter Brown, Ralph Brown, Roges Brown, all are Plaintiffs herein, and the following deceased children; Florence Gadsden, Ida Mack died on or about February 28, 1993, Cumsey Brown died April 16, 2008, Nancy Brown died on or about July 17, 2001, Elizabeth Dunmeyer, Rena Smith died on or about May 31, 2013 and Charles Brown, Jr. died November 19, 2005.

19. **THAT** the Plaintiffs are informed and believe that Florence Gadsden died intestate survived only by her siblings and no spouse and children.

20. **THAT** the Plaintiffs are informed and believe that Ida Mack died intestate on or about February 28, 1993 survived by her children; Raymond Mack, Henrietta Mack-Barnette, Jeanette Mack, James Mack, Nathan Mack, Glenn Mack, Rose Mack, Elizabeth Lee, Charles Mack, Jr., Geneva Mack and Franklin Mack.

21. **THAT** the Plaintiffs are informed and believe that Cumsey Brown died intestate on or about April 16, 2008 survived by his children; Carolyn McClair, Magaline Brown, Michael Brown and Walter Brown.

22. **THAT** the Plaintiffs are informed and believe that Nancy Brown died intestate on or about July 17, 2001 survived by her children; Richard Brown, one of the Plaintiffs herein, Albertha Coher,

Jessie M. Washington and Johnny Brown.

23. **THAT** the Plaintiffs are informed and believe that Elizabeth Dunmeyer died intestate survived by her children; Manny Dunmeyer, Jr., Ruthie Brown Roper, Sylvia Dunmeyer and Francis Dunmeyer.

24. **THAT** the Plaintiffs are informed and believe Rena Smith died intestate no or about May 31, 2012 survived by her children; Clarence Smith Jr., Lillian Middleton, Pauline Walker, Robert Smith, Arthur Smith, Margaret Brown, Georgianna Smith, Louise Hamilton, Benjamin Smith, John Smith, Leola Smith, Michael Smith, Emily Heyward and Ida Dunmeyer.

25. **THAT** the Plaintiffs are informed and believe that Charles Brown, Jr. died intestate on or about November 19, 2005 survived by his child Charlene Gadsden.

26. **THAT** there is a mobile home sited on the subject property that has been so situated for over 20 years owned by one of the heirs of Estelle White.

27. **THAT** the Plaintiffs bring this Action pursuant to the provisions of the South Carolina Uniform Declaratory Judgment Act, Sections 15-53-10, et seq., Code of Laws of South Carolina, 1976 as amended and also pursuant, to The Clementa C. Pinckney Uniform Partition of Heirs Property Act, enacted January 1, 2017 to obtain a Decree adjudging the vested interest of the parties to the subject parcel. Plaintiffs also seek a partition of in kind of the subject property.

28. **THAT** the Plaintiffs have made a diligent search to ascertain the last known addresses or whereabouts of any other known or unknown heirs of Estelle White, but have been unable to ascertain the identities or whereabouts of all possible parties.

29. **THAT** Plaintiffs therefore has named as party Defendants to this action John Doe and Richard Roe, representing all persons claiming under or through the heirs or devisees of the aforementioned Defendants and any such persons who are minors or under disability of the armed forces of the

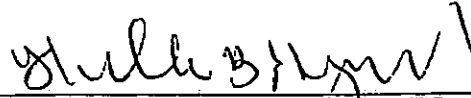
United States of America and all persons entitled to claim under and through any of them and any persons claiming, right or interest in the real property described herein.

30. **THAT** the Plaintiffs have farmed the property, shared in the property taxes and considered this land to be family property for over 40 years.

WHEREFORE, Plaintiffs request adjudication by this Honorable Court as follows:

1. **THAT** the interest in the real property described in Paragraph Eight of this Complaint confirmed in heirs of the Estate of Estelle White, as tenants in common;
2. **THAT** the heirs of the Estate of Estelle White and share title in the subject parcels as tenants in common free of any and all possible adverse claims.
3. **THAT** there are no liens or adverse claims whatsoever to the title of the named tenants in common to the chain of title and that said parties are the owner in fee of the property described in Paragraph Eight of this Complaint and more specifically described as having TMS No.: 217-00-00-137; TMS No.: 217-00-00-137 and TMS No.: 217-00-00-137.
4. **THAT** all the Parties joined in this cause of action who may claim any rights, title, interest in or lien therein or thereto shall be forever barred from asserting the same;
5. **THAT** the parties believe that the subject property is capable of being partitioned in kind among the various co-tenants; and,
6. **THAT** Plaintiffs have expended funds for the prosecution of this action and asks that they be reimbursed for the portion they have paid on behalf of the other co-tenants.
7. **FOR** such other further relief as the court may deem just and proper.

SIGNATURE PAGE FOLLOWS



WILLIE B. HEYWARD, ESQUIRE

Heirs property Law Firm, LLC

27 Gamecock Ave., Suite 200

Charleston, South Carolina 29407

(843) 225-8754

ATTORNEY FOR THE PLAINTIFFS

Charleston, South Carolina

Dated: October 18, 2017

10/18/17
1:24 p.m.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ROGES BROWN, RICHARD BROWN and
RALPH BROWN

Plaintiffs

VS:

ESTELLE WHITE (DECEASED), ... , as
the Personal Representative of the Estate of
Estelle White EMILY MIKELL BROWN
(DECEASED), FLORENCE GADSDEN
(DECEASED), IDA MACK (DECEASED),
RAYMOND MACK, HENRIETTA MACK-
BARNETTE, JEANETTE MACK, JAMES
MACK, NATHAN MACK, GLENN MACK,
ROSE MACK, ELIZABETH LEE, CHARLES
MACK JR.(DECEASED), GENEVA MACK
(DECEASED), FRANKLIN MACK
(DECEASED), CUMSEY BROWN
(DECEASED), CAROLYN MCCLAIR,
MAGALINE BROWN, MICHAEL
BROWN, WALTER BROWN, NANCY
BROWN (DECEASED), ALBERTHA
COHER, JESSIE M. WASHINGTON,
JOHNNY BROWN (DECEASED)
ELIZABETH DUNMEYER (DECEASED),
MANNY DUNMEYER, JR., RUTHIE
BROWN ROPER, SYLVIA DUNMEYER,
FRANCIS DUNMEYER, RENA SMITH
(DECEASED), CLARENCE SMITH JR.,
LILLIAN MIDDLETON, PAULINE
WALKER, ROBERT SMITH, ARTHUR
SMITH, MARGARET BROWN,
GEORGIANNA SMITH, LOUISE
HAMILTON, BENJAMIN SMITH, JOHN
SMITH, LEOLA SMITH, MICHAEL SMITH,
EMILY HEYWARD (DECEASED), IDA
DUNMEYER (DECEASED),
CHARLES BROWN, JR. (DECEASED),
CHARLENE GADSDEN, LIZZIE
MIKELL GREEN (DECEASED), MARY
ANN GREEN, EDWARD MIKELL
(DECEASED), ELNORA CAPERS,
WILLIAM MIKELL, ELOISE CHESTNUT,
ADELLE MIKELL and all persons claiming
under or through the heirs or devisees of all the
deceased parties listed above collectively
designated as fictitious names representing

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2017-CP-10- 5358

LIS PENDENS

(Suit to Quiet Title and Partition)

2017 OCT 18 PM 1:23
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

FILED

unknown minors, incompetents, persons in the military service within the meaning of Title 50, United States Code, commonly referred to as The Service Members Civil Relief Act of 2003, persons imprisoned, and persons under any other legal disability and JOHN DOE and MARY ROE, fictitious names representing unknown heirs, devisees, distributes, or personal representatives of deceased persons,

Defendants

NOTICE IS HEREBY given in Charleston County, South Carolina pursuant to the provisions of Chapter 53 Title 15, South Carolina Code of Laws for 1976, as amended, commonly known as the "Uniform Declaratory Judgment Act", Chapter 67, and of Articles 1 and 3, Chapter 67, Title 15, and Chapter 61, Title 15, South Carolina Code of Laws for 1976, as amended, for the purpose of obtain a determination of this Court that the plaintiff is an owner of the below described parcel of real estate; to determine adverse claims thereto, if any; and to quiet title thereto in the name of the Plaintiff and others, as tenants in common, and with fee simple title thereto pursuant to the provisions of Rule 71, South Carolina Rules of Civil Procedure.

THE BELOW DESCRIBED parcel of real estate was at the time of the filing of this Lis Pendens, and at the time of the commencement of the action, situated, lying and being in the County of Charleston, State of South Carolina, and is more particularly described as follows:

ALL that certain piece, parcel, or lot of land, situate, lying and being on Birds Nest Road on Wadmalaw Island, County of Charleston, State of South Carolina being generally shown and designated as "residual 67 +/- acres" on the inset of a plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and last revised on December 7, 2002, recorded in Plat Book DO at Page 150 in the RMC Office for Charleston County; said property has such size, shape, and dimensions as will appear by reference to said plat.

TMS#: 217-00-00-017

ALSO

ALL that certain piece, parcel, or lot of land together with the buildings

and improvements thereon situate lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, shown and designated as Lot A-I containing 2.23 acres of land on a plat prepared by Palmetto Land Surveying Co, Inc., dated May 9, 2001 and later revised on December 7, 2002, recorded in Plat Book DO at Page 150 in the RMC Office for Charleston County; said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference hereto.

ALSO all of the Decedent's right, title and interest in and to that area extending from the rear of Lot A-I designated as OCRM Critical Setback line and extending all the way to the edge of Bohicket Creek. The within property is also shown and designated as marsh on the aforesaid plat prepared by Palmetto Land Surveying Co., Inc., Reference is hereby craved to the said plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and later revised on December 7, 2002, recorded in Plat Book DO at Page 150 in the RMC Office for Charleston County; said marsh having such size, shapes dimension, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference thereto.

TMS#: 217-00-00-137

ALSO

ALL that certain piece, parcel, or lot of land situate, lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, generally shown and designated as residual 19.6 acres of land, as shown on the inset of a plat prepared by George D. Sample, entitled Plat of Subdivision of a tract of land owned by Estelle M. White and located on Wadmalaw Island, Charleston County, State of South Carolina, said plat being recorded in Plat Book W at Page 166 in the RMC Office for Charleston County. Reference is also craved to a plat prepared by George D. Sample, dated February 25, 1977 and recorded in Plat Book AM at Page 13 in the RMC Office for Charleston County. Said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plats and said plats are made a part and parcel of this description by reference thereto. This property is currently known under the numbering system of Charleston County as 1923 Birds Nest Road, Wadmalaw Island, SC 29487-7002.

TMS#: 217-00-00-018

ALSO

ALL that certain piece, parcel, or lot of land situate, lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, measuring and containing) .06 acres of land, as shown on a plat

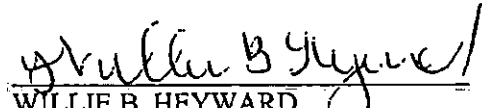
prepared by George D. Sample, entitled "Plat of Subdivision of a tract of land owned by Estelle M. White and located on Wadmalaw Island, Charleston County, State of South Carolina," said plat being recorded in Plat Book W at Page 166 in the RMC Office for Charleston County. Said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference thereto.

This property is currently known under the numbering system of Charleston County as 1959 Birds Nest Road, Wadmalaw Island, SC 29487-7002.

TMS#: 217-00-00-042

TOGETHER with all of the Decedent's right, title and interest to a non-exclusive, transferrable, appendant, and appurtenant 50' Ingress-Egress Easement, over and across Birds Nest Road, as shown on the plat of George D. Sample, recorded in Plat Book DD at Page 150 in RMC Office for Charleston County as hereinbefore referenced in this Deed. This Ingress Egress Easement is for the commercial and economic benefit of the property being conveyed herein.

BEING all of the above parcels of land conveyed by Roger Mikell to Estelle M. White on May 14, 1955, recorded in Book L60 at Page 273 in the RMC Office for Charleston County.


WILLIE B. HEYWARD
HEIRS' PROPERTY LAW FIRM, LLC
27 Gamecock Ave, Suite 200
Charleston, South Carolina 29407
(843) 225-8754
ATTORNEY FOR THE PLAINTIFF(S)

Charleston, South Carolina
Dated: October 19, 2017

1 STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON FOR THE NINTH JUDICIAL CIRCUIT
3 CASE NUMBER 2017-CP-10-5358
4

5 Edward Mikell, individually and as)
6 Personal Representative for the)
7 Estate of Estelle White, Deceased,)
8)
9 Plaintiff,) Trial
10)
11 vs.) May 31st, 2023
12)
13 Richard Brown, Sr. and Sharon Y.)
14 Brown, et al,)
15)
16 Defendants.)
17
18
19

20 Hearing before the Honorable Mikell R.
21 Scarborough, reported by Josie Allen Boehm, Registered
22 Professional Reporter and Notary Public, at 100 Broad
23 Street, Courtroom 2A, Charleston, South Carolina, May
24 31st, 2023 commencing at 10:00 a.m.
25

APPEARANCES

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mevans14@bellsouth.net
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1 (Plaintiff's Exhibits 1 through 7 were
2 previously marked for identification.)

3 (Defendants' Exhibits 1 through 4 were
4 previously marked for identification.)

5 THE COURT: So we're here this morning, this
6 is the Roges Brown versus Estelle White case. The
7 case number in this one is 2017-CP-10-5358. And Ms.
8 Kathryn Cockrill is here. Ms. Cockrill, you're
9 representing the plaintiffs in this action?

10 MS. COCKRILL: Good morning, Your Honor.
11 Yes, I represent Edward Mikell as plaintiff in this
12 matter, and sitting next to me is Attorney Jessica
13 Duffy from my office.

14 THE COURT: Good morning. And Edward Mikell
15 is now the PR for the estate? I'm trying to remember.
16 Was there a death?

17 MS. COCKRILL: Correct. He was the personal
18 representative of the Estate of Estelle White, and he
19 appears here individually and as personal
20 representative.

21 THE COURT: And Mr. Evans, Mark Evans, is
22 present. Mr. Evans, your clients are?

23 MR. EVANS: Richard Brown, Sr. and Sharon
24 Brown.

25 And, Your Honor, at a hearing a couple of

1 years ago, you had realigned the parties because
2 Mr. Mikell was down as like a defendant, a third-party
3 plaintiff, plaintiff.

4 And so you agreed to make him the plaintiff
5 since this all -- the reason we're here today is that
6 he's the personal representative and the estate was
7 opened in probate court and numerous heirs were not
8 served. So there was a motion to reopen the estate in
9 2017 and various issues came up at that time and they
10 were sent over here to the circuit court. And like I
11 said, the parties ended up being realigned.

12 And Mr. Heyward represents some of the heirs
13 that were not given notice of the estate being opened,
14 and he has an issue about what type of -- you know,
15 what was construction of the will, interpretation of
16 the will, you know, was there a trust created.

17 THE COURT: Couple of issues that I recall.
18 Ms. Cockrill, refresh my memory and I'll ask about
19 Mr. Heyward.

20 MS. COCKRILL: Your Honor, this estate was
21 probated in 2014. Certain heirs were not listed and
22 never received an information to heirs and devisees.

23 So after the estate had closed two years
24 later or 16 months later, defendants James Brown,
25 Roges Brown, Ralph Brown, and Richard Brown filed an

1 action to open it up again.

2 And during that hearing, it came to light
3 that there was a deed that had been executed nine
4 years prior and then also they wanted to quiet the
5 title. And it was alleged that Mrs. Estelle White who
6 is the decedent was given the property in 1955 as a
7 trustee.

8 So there is a determination of heirs so that
9 the probate court can properly understand who should
10 have been noticed in the original probate action.
11 Mr. Heyward has alleged that the property was held by
12 Estelle White in trust, and then Mr. Mark Evans here,
13 who represents Richard Brown and Sharon Brown, have
14 come forth with a deed.

15 And so the probate court is asking for you to
16 determine the validity of the deed and the priority of
17 the deed of distribution executed in 2015 by Edward
18 Mikell, personal representative, and then properly
19 recorded as relative to the deed executed by the late
20 Estelle White in 2007 and recorded in 2016 after the
21 deed of distribution.

22 THE COURT: Okay. So there is no question
23 that she took title to the property. Is there any
24 question about her position as the trustee? Is it
25 clear in the deed as to that fact?

1 MS. COCKRILL: Your Honor, we will be
2 admitting that as an exhibit for you today. We have
3 marked as Exhibit 3 the original deed of 1955 where it
4 comes from Roger Mikell, her father, to Estelle White,
5 her heirs and assignees. There is no mention of a
6 trust.

7 THE COURT: Okay.

8 MS. COCKRILL: So we're going to explain
9 that. Now, Mr. Heyward is not present today. And I
10 have alerted your court that while parties were
11 noticed by publication of all of these actions and
12 then there was a motion to restore the case filed by
13 you and then we all met here for a status conference
14 where we all consented, the parties were not -- we had
15 discussed on the record that we were agreeable to the
16 heirs that were put in the original petition and it
17 was more of a formality.

18 So we didn't do the formal notice in the
19 newspaper. And so what I had asked and hoped not to
20 waste your time and all of these parties' time is to
21 go forth and just put it on the record because they
22 already consented to it during the last motion
23 hearing.

24 But Mr. Heyward hasn't returned calls. I
25 know Mr. Evans also told me he hadn't heard from him

1 either. But he has chosen not to come, and I think
2 it's because he believes notice is improper.

3 We were hoping to move forward today and have
4 you hold an order in abeyance while we went through
5 the formality of publishing in the newspaper.

6 I'm very disappointed he's not here, but
7 Mr. Evans and I have already spoken and we are very
8 much ready to put forth issues three and four before
9 your court which is the validity of the '07 deed and
10 the priority of the deed of distribution.

11 So what I suspect, and at your direction,
12 Your Honor, is we would have a later hearing of a
13 determination of all in testate heirs of the late
14 Estelle White as well as whether Estelle White owns
15 the subject properties in fee simple or other
16 fiduciary capacity.

17 THE COURT: And he only represents those
18 other heirs that were unnamed in the prior estate
19 action; is that correct?

20 MS. COCKRILL: You are correct.

21 THE COURT: I want to make clear for the
22 record so I don't have to redo this case, as it
23 pertains to the issue of the trust and the validity of
24 the deed out of the -- the validity of the 2007 deed,
25 he's got no interest separate and apart from being an

1 unnamed heir?

2 MS. COCKRILL: Your Honor, it would be --
3 it's my opinion Mr. Heyward represents those
4 individuals that were not sent an information to heirs
5 and devisees in the original case.

6 His group would be James Brown, Roges Brown,
7 and Ralph Brown. He also appeared on behalf of
8 Richard Brown, but I think Mr. Evans has taken that
9 over because their positions are in conflict with each
10 other.

11 Mr. Heyward believes that this property was
12 never owned by Estelle White as in fee simple and it
13 would be as a trust, so I would want him here to
14 defend it even though, as you know, property needs to
15 be in trust for -- it needs to have a written
16 instrument.

17 THE COURT: There's no trust document and
18 there's no reference to the trust?

19 MS. COCKRILL: No. We have asked. As you
20 know, I took this over from Mr. Barry Baker and Kyle
21 Varner who have been more than gracious to turn
22 everything over and give us all their notes. And we
23 have been in contact with them, and we just never got
24 any response from Mr. Heyward.

25 THE COURT: And my recollection, Mr. Heyward

1 was here at the status conference. And at that status
2 conference, we set this date for trial, did we not?

3 MS. COCKRILL: You are correct. And he
4 brought the action on behalf of those three
5 defendants. It's also these poor individuals, these
6 defendants filed a suit to clear title in 2014 and
7 they ended up coming without an attorney on that one,
8 too, which ended up getting dismissed because it
9 wasn't ripe and they said were told to go to court.

10 While I do feel bad, I think they're present
11 in the room, I would never want to move forward with
12 the trust -- hearing on the trust if Mr. Heyward is
13 not here to defend his position.

14 THE COURT: Okay.

15 MS. COCKRILL: He brought the action. We
16 ended up having to turn into the plaintiffs because of
17 that consent motion.

18 MR. EVANS: Your Honor, I believe Mr. Heyward
19 was indicating that he felt like the determination of
20 heirs and whether or not there was a trust of
21 Estelle's property were intertwined issues that needed
22 to be handled together.

23 THE COURT: How would that be?

24 MR. EVANS: Just that you need to have the
25 family tree and have a determination of heirs to know

1 who could be affected by any ruling in his case.
2 Because if he was to prevail and there was a finding
3 that there's a trust, that would cover all of the
4 heirs.

5 THE COURT: If there's a finding of trust?

6 MR. EVANS: Right. So you would need to know
7 who all the heirs are to know who is a party to his
8 issue.

9 THE COURT: All right. Okay.

10 MS. COCKRILL: Your Honor, I would disagree
11 with Mr. Evans' opinion on that. I think he brought
12 this action on behalf of those three individuals and
13 that a determination of heirs is a separate issue to
14 determine if it was in trust, yes, we would then have
15 to have a trust document to understand who the
16 beneficiaries are, which you already know that they
17 need to be ascertainable beneficiaries.

18 So the determination of heirs in my
19 understanding was coming out of the probate court to
20 make sure that everyone would be properly noticed
21 under the probate action and then given an opportunity
22 to do whatever it is they want to do next door, which
23 would be to contest the will. I don't know. Nothing
24 has ever been filed to indicate what exactly they're
25 trying to do here other than disrupt this deed.

1 MR. EVANS: Your Honor, I would point out
2 that if you look at the docket, heirs have been served
3 with notice of this action by previous counsel for
4 Mr. Mikell for over a year. It's been ongoing up
5 until very recently, I think right up until Mr. Baker
6 was substituted out that, up to that point, heirs were
7 being notified of this action.

8 And my understanding was that would then
9 trigger their rights to make a claim against the
10 estate. They're just now getting the notice of the
11 estate being open, that's what starts the clock on
12 them making a claim against the estate. So that's
13 gone on for a long period of time.

14 THE COURT: So let me ask this question.
15 Because one of the reasons the parties got realigned
16 is because Mr. Heyward was plaintiff's counsel and the
17 case wasn't moving forward. 2017 case. It's now
18 2023. I needed someone to push the ball forward. I
19 think I did that. That was prior to you,
20 Ms. Cockrill.

21 MS. COCKRILL: Yes, that was with Mr. Baker
22 and Varner.

23 THE COURT: And somehow there was a conflict
24 of interest or something that was raised. I can't
25 remember why they got off the case. Anyway, they're

1 out of the case for whatever reason. Doesn't matter
2 to me.

3 Is there someone here today that's
4 represented by Mr. Heyward in this action?

5 And give me those names again. It was James
6 Brown.

7 MS. COCKRILL: Your Honor, the 2017 complaint
8 filed at the probate court was James Brown, Roges
9 Brown and Ralph Brown and Richard Brown. And then
10 October 18th, 2017, the action was filed in the
11 circuit court by Willie Heyward on behalf of Roges
12 Brown, Richard Brown and Ralph Brown.

13 And in that complaint in 2017, he moves to
14 quiet title and partition. He alleges the 1955
15 conveyance, and that deed was to Estelle White as a
16 trustee. He references this 2007 deed conveyance to
17 Richard Brown and Sharon Brown for those two parcels
18 and then -- among other things, but that's how it was
19 referred to your court.

20 And then on May 17, 2021, there was a consent
21 order directing that the amended complaint be filed
22 and that Edward Mikell become the plaintiff
23 individually and as personal representative of the
24 estate, and then there was a cause of action to quiet
25 the title, determine the heirs, and determine the

1 validity and priority of the '07 deed.

2 THE COURT: Okay. All right. And,
3 Mr. Evans, the Richard Brown, is he originally
4 mentioned? Is that your client, or is that a
5 different Richard Brown?

6 MR. EVANS: Richard Brown is my client but
7 only as far as the deed. If there's any ruling that
8 benefits him on a trust issue then that would be up to
9 the Court who would be covered by such a ruling.

10 THE COURT: We're here to talk about the
11 validity of the deed, right?

12 MS. COCKRILL: Yes, Your Honor. The validity
13 and the priority of the '07 deed would be with Edward
14 Mikell as the personal representative and then with
15 Mr. Evans' clients, Richard Brown and Sharon Brown.

16 THE COURT: Okay. All right. Based upon
17 that, we can go forward on that issue. Y'all prepared
18 to move forward?

19 MS. COCKRILL: Yes, Your Honor.

20 THE COURT: Mr. Evans?

21 MR. EVANS: Yes, Your Honor.

22 THE COURT: Okay. Tell me what you intend to
23 establish and I'll give you a short opening so we can
24 get into the merits.

25 MS. COCKRILL: I am going to run through just

1 a quick procedural history.

2 Estelle White died testate with a will on or
3 about January 25th, 2014. Her estate was probated in
4 Charleston County and is referenced under
5 2014-ES-10-1344 case number.

6 Under the terms and provisions of her will,
7 she devised her entire estate to her nephew, the
8 plaintiff in this matter, Edward Mikell.

9 At the time of her death, Estelle White was
10 seized of an absolute fee simple title to four parcels
11 of land which are located all in Charleston County.
12 Parcels are identified by TMS numbers 2170000017,
13 21700000137, 2170000018, 2170000042.

14 These parcels of land were deeded to Estelle
15 White by her father, Roger Mikell, on May 14, 1955.
16 The deed was recorded the same day, May 14, 1955 in
17 the Charleston County register of deeds office under
18 book L40 at page 270.

19 Prior to the commencement, this is just a
20 little back history, of the probate administration on
21 July 7th, 2014, James Brown, Roges Brown, Ralph Brown,
22 Richard Brown, who are now the defendants in the
23 present action, filed an action suit to clear title.

24 The parcels, all four, were referenced in
25 that complaint. These are the same parcels that

1 Estelle White owned in fee simple at the time of her
2 death and were subject to the probate administration.
3 Approximately one month after that partition action
4 suit to clear title was filed, Edward Mikell filed to
5 open the probate in the Charleston County probate
6 Court.

7 The original will dated September 13th, 1978
8 was admitted and Edward Mikell was named or appointed
9 as the personal representative.

10 Now, approximately seven months after opening
11 this probate administration, so now we are in April of
12 2015, the estate of Estelle White was added as a party
13 to the partition action suit to clear title. A
14 hearing was held on September 30th, 2015 in the
15 Charleston County Circuit Court.

16 At this hearing, it was explained to these
17 defendants that are present in this case, too, that
18 filing this action was improper until Estelle White's
19 will was challenged in the probate court.

20 So during this hearing on the record, Richard
21 Brown acknowledged he was given copies of the will by
22 his attorney, Thomas Brush, and had been made aware of
23 the probate administration. The judge presiding over
24 this hearing even went as far to instruct the
25 defendants to get legal counsel and file the

1 appropriate action in the probate court and that there
2 was time limitations on doing so to contest the will.

3 THE COURT: Was a written order issued as of
4 this?

5 MS. COCKRILL: There is a transcript that we
6 have.

7 THE COURT: All right.

8 MS. COCKRILL: And Judge Dennis has --

9 THE COURT: Put them on notice they need to
10 go to probate and challenge it.

11 MS. COCKRILL: Correct. Despite this
12 recommendation, defendants failed to bring any action
13 challenging the will in the probate court. Two months
14 after this hearing, November 18, 2015, a deed of
15 distribution was executed by Edward Mikell and
16 recorded on November 19th, 2015 in book 0518 at page
17 558 at the register of deeds office in this county.

18 All four parcels are conveyed to him. And
19 then on January 21st, 2016, the Charleston County
20 Probate Court issued an order closing the estate of
21 Estelle White. 16 months after the close of the
22 estate, the defendants James Brown, Roges Brown, Ralph
23 Brown and Richard Brown represented by Willie Heyward
24 file an action in the Charleston County Probate Court
25 to reopen the estate and set aside the deeds of

1 distribution.

2 Now, what's interesting is included in this
3 complaint, they referenced a deed from June 11th, 2007
4 that conveyed two of the four parcels from Estelle
5 White to Richard Brown and Sharon Brown, and that is
6 the subject matter of this hearing today.

7 This deed dated June 11th, 2007 was not
8 recorded until September 1st of 2016. That is nine
9 years after it's executed. And what's even more
10 interesting is that this 2007 deed conveying the two
11 parcels are the very same parcels of land that are
12 referenced by the defendant Richard Brown in the 2014
13 quiet title action.

14 So at this point, he has this deed, and he's
15 petitioning the Court to clear title to heirs. It
16 just doesn't make sense.

17 In an order dated August 31st, 2017, Judge
18 Lenna Kirchner issues an order for the parties to file
19 an action in the Court of Common Pleas to determine
20 the validity of the heirs of Estelle White, to quiet
21 the title, and determine the validity of the 2007
22 deed.

23 On October 18th, 2017, Roges Brown, Richard
24 Brown, and Ralph Brown file a lawsuit to quiet title
25 and partition the four parcels of land owned by

1 Estelle White at the time of her death. In this
2 complaint, the defendants allege that Estelle White
3 took ownership of this property in 1955 as a trustee.

4 Now, I have been practicing trust law for
5 almost 15 years. I worked for the Charleston County
6 Probate Court. I worked alongside of a lot of well
7 known trust attorneys in town. It is well settled
8 law that to convey property in a trust, there has to
9 be a written declaration signed by the grantor.

10 Not once in this matter have the defendants
11 produced any such written declaration. The deed in
12 question is executed in 1955 by Roger Mikell to
13 Estelle White. It doesn't reference trust. It
14 doesn't contain any ambiguous language that would lead
15 someone to believe there is a trust.

16 This action is filed 62 years after this deed
17 that they are now trying to overturn and say it's not
18 in fee simple.

19 THE COURT: Was the 2017 action the first one
20 attacking the trust?

21 MS. COCKRILL: You are correct, Your Honor.
22 Yes.

23 Now, this complaint, this 2017, also
24 references the 2007 deed conveyance to Richard Brown
25 and Sharon Brown. You'll hear testimony today from

1 the witnesses to that deed. You'll also hear
2 testimony from the handwriting expert, and most
3 importantly what you're going to see is that even if
4 this deed is to be considered validly executed by
5 Estelle White, which we do not think it is, it still
6 should be set aside for lack of delivery, insufficient
7 legal description.

8 At the time this deed was recorded, my client
9 was already treated as a bona fide purchaser for
10 value, because at the time the deed of distribution
11 was recorded, he had no actual or constructive
12 knowledge of this '07 deed.

13 The first time he learned of the '07 deed
14 despite having to appear and defend his land all these
15 years, the first time he sees it is 2017. Now it's
16 nine years after this thing has already been executed.

17 So today, Your Honor, we are going to focus
18 on the validity of that 2007 deed to Richard Brown,
19 Sr. and Sharon Brown and then consider the priority of
20 the deed of distribution executed November 18, 2015 by
21 Edward Mikell as personal representative for the
22 Estate of Estelle White and recorded November 19th,
23 2015 in book 0518 at page 558 relative to the deed
24 executed by the late Estelle White executed June 11,
25 2007 and recorded September 1st, 2016.

1 My client has spent thousands of dollars in
2 legal fees while these defendants sat idly on this
3 quiet title action for 62 years. It's disappointing
4 we're not even moving forward with that.

5 And then we're also here to deal with this
6 deed that was executed and they sat on for nine years.

7 Thank you.

8 MR. EVANS: Briefly, Your Honor, the reason
9 Mr. Mikell has spent so much money is because he
10 failed to properly handle the estate in probate court.

11 Numerous heirs were not given the statutorily
12 required notice of the opening of the estate. It was
13 a tough job, I know. This lady died at 102 with no
14 children, and I don't know if she had 50 or 100 heirs.
15 Yes, it was a tough job.

16 As I pointed out earlier, they were still
17 serving heirs with notice of the probate of this
18 estate up until when Mr. Baker got out of the case in
19 August. It went on for over a year.

20 Now, when this quiet title action was brought
21 by members of the family back in 2014, none of them
22 even knew there was a will. So whatever was alleged
23 in that pleading was based on the belief that there's
24 not a will for Estelle White..

25 THE COURT: Estate had not yet been open,

1 right?

2 MR. EVANS: Right. So at one point, a will
3 was produced but . . .

4 THE COURT: And why was that will not
5 challenged?

6 MR. EVANS: Well, because numerous heirs were
7 not notified that the estate was opened.

8 THE COURT: I'm not talking about numerous
9 heirs. Let's talk about your clients.

10 MR. EVANS: My client was not given the legal
11 notice.

12 THE COURT: They got no notice?

13 MR. EVANS: Well, there's only one legal way
14 to give notice in probate court. You have to file the
15 information to heirs and devisees with proof on
16 delivery who you served and where.

17 THE COURT: All right.

18 MR. EVANS: So there's only one way to give
19 notice. Now, the probate was open and closed in
20 January of 2016 and a bunch of members said, what? An
21 estate was opened?

22 And so they went and sought legal
23 representation. The probate court heard parts of the
24 case and reopened the probate because numerous heirs
25 had not been served. So you go back to square one as

1 far as handling the probate.

2 Now, based on all that, a consent order was
3 signed. The order she referenced in August 2017,
4 that's a consent order to send that case from probate
5 that's been reopened back over here to this court.
6 And that's why we're here today, Your Honor, is
7 because this probate wasn't handled properly from the
8 beginning. And, you know, there were a lot of heirs
9 that had to be served, a lot.

10 THE COURT: Okay. And your clients were not
11 served?

12 MR. EVANS: Not with the legal notice of
13 opening an estate. There was an affidavit filed by
14 Mr. Baker saying he told some previous attorney for
15 Mr. Brown that he had a will for Mrs. White.

16 That doesn't say that an estate has been
17 opened, and it's not a he said, she said. You only
18 prove it in probate court by filing information to
19 heirs that you served on every heir. So that's why
20 this case is still going on today.

21 THE COURT: Okay. Very good. All right.
22 Ms. Cockrill, you ready to call your first witness --

23 MR. EVANS: Your Honor, let me ask something
24 real quick. I understand that you made Mr. Mikell as
25 PR of the estate as the plaintiff. And the main

1 reason I was arguing for that when we had that hearing
2 a couple of years ago was that I didn't want to be
3 saddled with the job of giving notice to all these
4 heirs that he hadn't served.

5 You see what a tough job that was. Mr. Baker
6 was doing it for a year or two, and I felt like that
7 was step one in this case. Need all the heirs
8 determined and served so we know, you know, what the
9 family tree looks like before we start. And that was
10 his job.

11 Now, my issue with the deed arose as a
12 counterclaim, so I feel like I should be the plaintiff
13 on the counterclaim. Because in my counterclaim to
14 Mr. Mikell's complaint, that's when I asserted that we
15 have a deed and -- you know, we have a valid deed.

16 And so I feel like the burden of proof should
17 be on me as the plaintiff to prove the validity of our
18 deed.

19 THE COURT: You want to be heard on that,
20 Ms. Cockrill?

21 MS. COCKRILL: Your Honor, seeing as I wasn't
22 an original counsel, you all came up with this
23 agreement to realign the parties --

24 MR. EVANS: I was not in the case then --

25 MS. COCKRILL: -- in 2017 --

1 THE COURT: I did that because the case was
2 going nowhere. And as you can see, Mr. Heyward didn't
3 bother to show up today despite the Court having given
4 him notice back in March.

5 MS. COCKRILL: Okay.

6 MR. EVANS: I think that happened in 2021
7 when the parties got realigned.

8 MS. COCKRILL: No, 2021 when the parties --
9 there was a consent, and I think your name is on that
10 consent.

11 MR. EVANS: That's right. I was arguing for
12 the realignment of the parties as we had them. But
13 what I'm arguing now is since my counterclaim -- I
14 have a counterclaim on the deed. I feel like the
15 burden of proof is on me for the counterclaim. I
16 should be plaintiff on the deed. That's just our
17 position.

18 THE COURT: Okay. Have we had anything since
19 the first amended complaint?

20 MS. COCKRILL: No, Your Honor.

21 THE COURT: We're still operating under that
22 one?

23 MS. COCKRILL: You are correct.

24 THE COURT: Hold on a second. Do you have
25 any problem with Mr. Evans going first?

1 MS. COCKRILL: Mr. Evans? No. Go right
2 ahead.

3 THE COURT: Your counterclaim was filed
4 October 1 of '21 and does allege in what would be the
5 fifth cause of action the counterclaim for the
6 validity of the deed. Do you wish to go forward?

7 MR. EVANS: Yes, Your Honor.

8 THE COURT: All right. I'll let you do that.

9 MR. EVANS: We call Richard Brown, Sr. to the
10 stand.

11 THE COURT: Okay. Mr. Brown, come on up.
12 Come around here. And watch your step on that ramp
13 over there.

14 Mr. Brown, when you're ready.

15 RICHARD BROWN, SR., having been duly sworn to
16 tell the truth, the whole truth, and nothing but the
17 truth, was examined and testified as follows:

18 THE COURT: Thank you, sir. Please give me
19 your full name and address.

20 WITNESS: Richard Brown. 1881 Christian
21 Road, Charleston, South Carolina, 29407.

22 THE COURT: Christian Road?

23 WITNESS: Yes, sir.

24 THE COURT: And are you senior?

25 WITNESS: Senior.

1 THE COURT: Thank you, Mr. Brown. 29407.

2 All right. Mr. Evans?

3 DIRECT EXAMINATION

4 BY MR. EVANS:

5 Q. Mr. Brown, are you related to Estelle White?

6 A. Yes, sir.

7 Q. And what's that relation?

8 A. My aunt.

9 Q. She's your aunt or great aunt?

10 A. Great aunt on my -- grandmama sister.

11 Q. And where did you grow up?

12 A. Wadmalaw Island.

13 Q. Was it near the property that we're here in
14 court about today?

15 A. Yes, sir, next door to the property.

16 Q. Okay. And how far did you go in school?

17 A. 12th grade.

18 Q. Okay. And where have you worked during your
19 life?

20 A. I worked at Hugo Supply starting off and
21 other jobs, and I ended up as a longshoreman.

22 Q. Okay. So you're a longshoreman now?

23 A. Yes, sir.

24 Q. How many years have you been a longshoreman?

25 A. 43.

1 Q. And are you married now?

2 A. Yes, sir.

3 Q. Who are you married to?

4 A. Trina Brown.

5 Q. Okay. And were you previously married to my
6 other client, Sharon Brown?

7 A. Sharon.

8 Q. When did you get married?

9 A. We got married in 2006.

10 Q. Okay. And then y'all later divorced?

11 A. Yes, sir.

12 Q. Okay. And about when did y'all separate?

13 A. 2011.

14 Q. Okay. Now, the property that we're here
15 about today that belonged to your great aunt Estelle
16 White, did you ever farm that property?

17 A. I raised cows on it.

18 Q. And how about any crops?

19 A. Watermelon, cucumber. I raised a lot of
20 stuff.

21 Q. Okay. And did you ever work on the banana
22 dock?

23 A. Yes, sir.

24 Q. Did you take Aunt Estelle White some bananas?

25 A. All the time.

1 Q. And what else?

2 A. Take bananas and I used to go in the creek
3 and get shrimp and stuff, stop by and give her shrimp
4 every time I come through.

5 Q. Okay. And did she have any children?

6 A. No children.

7 Q. Okay. And while Aunt Estelle White was still
8 alive, did your family used to own some property on
9 Kiawah Island?

10 A. My granddaddy.

11 Q. So it was property that belonged to your
12 granddaddy?

13 A. Yeah, one of the families stole it away from
14 the family.

15 Q. So the family ended up losing the property?

16 A. Losing the property.

17 Q. Okay. And do you remember about when that
18 was?

19 A. That been back in about 2000.

20 Q. Okay. Now, at some point did you go to a
21 church to hear some people speak on various topics?

22 A. Yes, sir.

23 Q. And what did the speakers talk about?

24 A. They started speaking about heirs property
25 and numerous things they was talking about with the

1 property.

2 Q. And after, you know, losing your granddaddy's
3 property and hearing this lady talk at the church
4 about heirs property, did you go to see Aunt Estelle
5 White about her property?

6 A. Yes, sir.

7 Q. Okay. And did you ask her for some of her
8 property?

9 A. Yes, sir.

10 Q. And did she then send you to talk to somebody
11 about it?

12 A. Yeah.

13 Q. Okay. Who did she send you?

14 A. Mr. Edward Mikell.

15 Q. Is he here in court?

16 A. Yes, sir.

17 Q. And what did he say when you went to see him
18 about that?

19 A. We ain't giving none and we ain't selling
20 none.

21 Q. Okay. Was it his property to give or sell?

22 A. No.

23 Q. Okay. Okay. So after Mr. Mikell said that
24 to you, did you go back to see Aunt Estelle White?

25 A. Yes, sir.

1 Q. And did you again ask her about getting some
2 of the property?

3 A. Yes, sir.

4 Q. And did she tell you that she would give you
5 some of the property?

6 A. She did.

7 Q. Did you talk about how much property?

8 A. I wanted from the water up. 15, 20 acres.

9 Q. Okay. And did she agree to that?

10 A. She agreed to that.

11 Q. Okay. And after you discussed getting some
12 property from Estelle White, did you go to see someone
13 about getting a deed drawn up?

14 A. Yes, sir.

15 Q. Okay. I want to show you what's been marked
16 as our Exhibit 1. And I'll just show you this copy.
17 Do you recognize that document?

18 (Defendants' Exhibit Number 1 was marked for
19 identification.)

20 A. Yes, sir.

21 Q. All right. And was that the contract that
22 you signed to have a deed drawn up?

23 A. Yes, sir.

24 MR. EVANS: Okay. We'd like to move that in
25 as Exhibit 1, Your Honor.

1 THE COURT: What is this document?

2 MR. EVANS: It says consulting contract
3 between Richard and Sharon Brown and TMMC Group, LLC.
4 And on the last page --

5 THE COURT: The one I got is not signed.

6 MR. EVANS: That's correct, Your Honor. We
7 only have a copy of the contract because no one could
8 find this lady. Mr. Baker tried to find her. I think
9 I even heard she was passed away.

10 And, you know, the agreement was acted on and
11 was carried out. So it was -- you know, the agreement
12 was actually carried out.

13 MS. COCKRILL: Your Honor, we would object to
14 this. This is an unsigned contract. We don't know
15 what the purpose is with giving us an unsigned
16 contract for him to reference in this litigation.

17 THE COURT: What purpose do you offer this
18 document?

19 MR. EVANS: The purpose is just to show that
20 the Browns went and met with this lady to have a deed
21 drawn up, and as a result of this agreement which they
22 paid money for, a deed was drawn up. And then that's
23 the deed that was presented to Ms. White for her
24 signature.

25 MS. COCKRILL: Your Honor, an unsigned copy

1 doesn't show that they actually met. It shows there's
2 no agreement. For there to be an agreement, there
3 would have to be signatures on this paper. This could
4 have been printed off the Internet.

5 THE COURT: We don't know anything about
6 Melanie Stewart of TMMC Group, LLC?

7 MR. EVANS: Well, yes, we do know something
8 about her, Your Honor, that Ms. Sharon Brown was going
9 to talk about.

10 She was one of the speakers at the church
11 when the Browns went to the church, and she was the
12 lady that spoke on heirs property. They went and met
13 with her, and this agreement was signed. They paid
14 for it. They got a deed from her. And that's the
15 deed they took to Ms. Estelle White for her signature.

16 THE COURT: All right. Let's just mark it
17 for ID purposes for now. Ms. Sharon Brown is going to
18 connect it up?

19 Just for ID purposes right now. All right.
20 BY MR. EVANS:

21 Q. Now, Mr. Brown, did you go meet with this
22 lady about getting a deed drawn up?

23 A. Yes, sir.

24 Q. Okay. And did you pay her to get a deed
25 drawn up?

1 A. \$350.

2 Q. Okay. And the date on this contract says May
3 23rd, 2007. Is that correct to your recollection?

4 A. Yes, sir.

5 Q. Okay. Now, when you met with this lady and
6 she agreed to draw up a deed, did she -- did you and
7 her talk about whether or not this land that you were
8 looking at might be heirs property?

9 A. Well, she didn't look at it as heirs
10 property. She look at it that Estelle White own
11 everything.

12 Q. Okay. But after you spoke to this lady about
13 getting a deed drawn up, did you go down to the deed
14 office to pull the documents on the property that you
15 were looking at that belonged to Ms. White?

16 A. Yes, sir.

17 Q. Okay. All right. I want to show you what we
18 marked as Exhibit 2.

19 Are these documents that you have pulled from the
20 deed office?

21 (Defendants' Exhibit Number 2 was admitted
22 into evidence.)

23 A. Yes, sir.

24 Q. After you spoke with the lady about getting
25 the deed?

1 A. Yes, sir.

2 Q. Okay. And you see the bottom of that first
3 page. What's the date on that document?

4 A. . 5/29/2007.

5 Q. Okay. May 29, 2007. So was that the date
6 you went down to the deed office to pull these
7 documents?

8 A. Yes, sir.

9 Q. Okay. And on the exhibit we filed with the
10 Court, was there a red line drawn around two of the
11 parcels?

12 A. Yeah, the red line that's -- when they draw
13 the deed up, that's the land that I -- all the land
14 right there that I want.

15 Q. Okay. So the two tracts that were circled in
16 red down at the deed office were the two tracts that
17 you were talking to Aunt Estelle about getting from
18 her?

19 A. Yeah.

20 Q. Okay. And the exhibit shows the TMS number
21 ending in 137 looks like 2.2 acres and then 017 is a
22 much bigger tract directly next to it that shows a 1.5
23 acre piece, and then there's a road that cuts it off
24 from the rest of it.

25 And so those were the two tracts you were talking

1 to Aunt Estelle about getting from her?

2 A. Yes, sir.

3 Q. Okay. Now, after you went down to the deed
4 office, did you take those deed documents back to the
5 lady that was drawing the deed for you?

6 A. Yes, sir.

7 Q. Okay. And did she end up preparing a deed
8 for you?

9 A. She prepared a deed for me.

10 Q. Okay. And after you got that deed from the
11 lady with that company, did you go to see Aunt Estelle
12 with the deed?

13 A. Yeah.

14 Q. Okay. And who was with you at that time?

15 A. Me, Sharon, and my son Lamar Brown.

16 Q. Okay. And so did you talk to Aunt Estelle
17 about the property when you got there?

18 A. Yes, sir.

19 Q. Okay. And then while you were there -- okay.
20 Now, when you got to the house, to Aunt Estelle's
21 house with that deed, did something happen while you
22 were there?

23 A. Yes, sir.

24 Q. What happened?

25 A. Louis come home and --

1 Q. Who is Louis?

2 A. Edward's brother.

3 Q. Louis Mikell?

4 A. Yeah.

5 Q. He came home and what happened?

6 A. And Auntie tell him she giving me some
7 property, and he said he ain't got nothing to do with
8 it. He's going to get Edward and come back to the
9 house.

10 Q. So he went and got Edward and brought Edward
11 back to the house?

12 A. Yeah.

13 Q. Okay. What happened when Edward got there?

14 A. He come in there and stick his hand in my
15 face and say: You say I want all the land for my
16 daughter? I said: Yeah, you ain't want me to have
17 none.

18 Q. Okay. So what happened after that?

19 A. Auntie said: Hey, y'all go on from my house.
20 You run him from the house.

21 Him and Louis, she run them from the house. And
22 me, Sharon, and Lamar been there after they gone.
23 Auntie said: Hey, y'all come back. I'll fix that.

24 MS. COCKRILL: Your Honor, objection. He's
25 testifying to what a deceased person had said and

1 offering it for the truth. That would be hearsay.

2 THE COURT: I'll sustain that.

3 MR. EVANS: Your Honor, I'm going to point
4 out now -- it might be a little bit early -- but when
5 there's an ambiguity in a deed, extrinsic evidence is
6 admissible to improve the intent of the grantor.

7 THE COURT: What's the ambiguity in the deed?

8 MR. EVANS: Well, the ambiguity is -- I was
9 going to get to that with my questions with Mr. Brown.

10 THE COURT: All right. I'm going to sustain
11 the objection. Dead man statute, correct?

12 MS. COCKRILL: You are correct.

13 BY MR. EVANS:

14 Q. All right. Now, sometime around this time
15 when you were talking to Aunt Estelle about getting
16 some property, did you go talk to the family about her
17 property?

18 A. Yes, sir.

19 Q. Okay. And I think you already testified she
20 didn't have any children.

21 A. No, she ain't got no kids.

22 Q. And was any of your family members interested
23 in meeting with Aunt Estelle about her property?

24 A. They was interested, but they didn't show up
25 at the time, you know. They wanted to come when they

1 feel like it. They lost out at the time. They didn't
2 come.

3 Q. Did you go to any other city or anything to
4 talk to family members about the property?

5 A. Yeah, I went to Philadelphia.

6 Q. Did any of the family members know anything
7 about a will?

8 A. No. Nobody know nothing about no will.

9 Q. Now, also during this time that you were
10 talking to Aunt Estelle about getting some property
11 from her, did you go see a surveyor?

12 A. I did.

13 Q. Who?

14 A. Frank. I forgot his last name. Frank.

15 Q. Robert Frank?

16 A. Yeah.

17 Q. Okay. And did he say anything to you about
18 the property?

19 A. Yeah. He said you can -- I can do that for
20 you but you just got to go and get your lawyer and get
21 them to sign the papers for you. And so Auntie --
22 Sharon tell me that Auntie said hold that paper until
23 she died and get them surveyed after she died. I
24 didn't know. I didn't get in touch with Sharon.

25 Q. Were you talking to the surveyor about

1 cutting off a piece of the big 66 acre piece?

2 A. Yeah.

3 Q. Okay. Now, later on after Aunt Estelle
4 passed in 2014, were you and Sharon Brown still
5 married?

6 A. No. We got divorced in 2011.

7 Q. And at some point after Aunt Estelle passed,
8 were you given some information saying that she had a
9 will?

10 A. Well --

11 Q. Did you find out that she had a will at some
12 point down the road?

13 A. Oh, from Attorney Brush.

14 Q. The attorney said he had been told she had a
15 will?

16 A. Yeah.

17 Q. Did you ever receive a legal notice that an
18 estate had been opened for her in probate court?

19 A. No.

20 Q. Okay. And while these court proceedings were
21 going back and forth in circuit court and probate
22 court, were you trying to contact Sharon Brown about
23 the deed you had gotten from Aunt Estelle?

24 A. I did.

25 Q. And were you able to reach her at first?

1 A. Not at first.

2 Q. Do you know what any reason for that might
3 have been that you weren't able to get in contact with
4 her?

5 A. I find out my phone was blocked from Sharon.

6 Q. Who blocked the number?

7 A. My wife.

8 Q. Okay. So your wife blocked her number?

9 A. Yeah.

10 Q. Okay. Now, at some point, were you finally
11 able to get in touch with Sharon Brown?

12 A. Yeah.

13 Q. Did you ask her about the deed?

14 A. I did.

15 Q. What did she say?

16 A. She said, I got it. I got to go look for it.

17 Q. And did you end up getting that deed from
18 her?

19 A. When she did find it, she bring it to me.

20 Q. Okay. And once you got the deed, did you get
21 it recorded?

22 A. Get it recorded, yes, sir.

23 Q. Okay. And I want to show you our Exhibit 3
24 and ask you is this the deed that you recorded?

25 (Defendants' Exhibit Number 3 was admitted

1 into evidence.)

2 A. Yes, sir.

3 MR. EVANS: Okay. I'd like to introduce that
4 into evidence.

5 MS. COCKRILL: No objection.

6 THE COURT: It's recorded, right?

7 MR. EVANS: Correct. Recorded September 1st,
8 2016.

9 THE COURT: By the Heirs Property Law Center,
10 LLC. That's Mr. Heyward's office, isn't it?

11 MS. COCKRILL: You are correct.

12 BY MR. EVANS:

13 Q. Now, on this deed that you got in front of
14 you, Mr. Brown, it says that Aunt Estelle is giving
15 you two pieces of property, correct, you and Sharon,
16 correct?

17 A. Correct.

18 Q. Now, one of the two pieces that ends in 137
19 is 2.3 acres just like it says on the deed. It says
20 you're getting 20 acres and 2.3 acres and then it has
21 two TMS numbers.

22 And the plat that we put into evidence that you
23 got from the deed office shows that 137 is about 2.3
24 acres, more or less, but it also says on the other
25 page that you're getting 20 acres.

1 Now, the TMS number for 017 says that's a 66 acre
2 piece of land. Now, why does a deed say you're
3 getting 20 acres out of that piece?

4 A. Because from the 1.5 going up to the 66 to
5 get the land -- run into the 66.

6 Q. Okay. But how was the 20 acre amount arrived
7 at? Did you talk to Aunt Estelle about how much land
8 you were going to get from her?

9 A. Yeah, I told them I wanted 15 to 20 acres.

10 Q. Okay. And did you talk to her about where
11 the 20 acres was located?

12 A. She told me go down to the water and come
13 back up and that will run you into the 18.5.

14 Q. Okay. So 18.5 and 1.5 is 20 acres?

15 A. Yeah.

16 Q. Okay. And that's why you met with Mr. Frank
17 about seeing if you could get the 20 acre piece cut
18 off?

19 A. Yes, sir.

20 Q. Okay. Now, I want to show you some pictures
21 and ask you if you recognize who is in these three
22 pictures on Exhibit 4.

23 (Defendants' Exhibit Number 4 was admitted
24 into evidence.)

25 BY MR. EVANS:

1 Q. Who is in all three of those pictures?

2 A. You got Estelle White.

3 Q. Is she in all three of the pictures?

4 A. Three of the pictures.

5 Q. Okay. And she's your great aunt?

6 A. Yes, sir.

7 Q. Okay. And do you know where -- can you tell
8 from the picture where the pictures were taken?

9 A. In Edward's house.

10 Q. In Mr. Mikell's house?

11 A. Yes, sir.

12 Q. So when y'all went to meet Aunt Estelle about
13 signing the deed, where was she living?

14 A. Well, she been living in her house.

15 Q. Okay. And did she live alone?

16 A. Alone, yeah. But she been living alone the
17 whole time.

18 Q. Right. And at some point very late in her
19 life, did she end up moving in with Edward?

20 A. Yeah.

21 Q. Okay. And so that picture was taken there in
22 Edward's house?

23 A. Yes, sir.

24 Q. Okay. And Edward and his attorney have
25 produced Mr. Mikell a deed he received from Aunt

1 Estelle in December 2011.

2 Does that tell you about when she ended up moving
3 in with him? Was it around that time?

4 A. Around that time.

5 MR. EVANS: Okay. We'd like to introduce
6 those pictures into evidence, Your Honor, for
7 identification of Aunt Estelle and any witnesses.

8 MS. COCKRILL: No objection, Your Honor.

9 MR. EVANS: You want to lay the proper
10 foundation to get them in? I have no problem with it.
11 Have him identify it.

12 I can figure out which one Estelle is because
13 she's in the middle of every picture. Who is in the
14 top left picture?

15 BY MR. EVANS:

16 Q. Who's in the top left picture?

17 A. The top left, that's Estelle and my son.

18 Q. Your son, what's his name?

19 A. Kareem.

20 Q. Kareem Brown?

21 A. Kareem Buckingham.

22 THE COURT: Who is on the left and who is on
23 the right in the back?

24 WITNESS: That's Edward and my other son and
25 Estelle.

1 THE COURT: Edward is on the left and your
2 son is on the right? What's his name?

3 WITNESS: Richard Brown, Jr.

4 THE COURT: All right. And then on the
5 right-hand picture?

6 WITNESS: That's Kareem and Estelle. Kareem.

7 THE COURT: All right. And then the bottom
8 picture, who is that?

9 WITNESS: That's Estelle White and my two
10 grands.

11 THE COURT: And what are their names?

12 WITNESS: They in Philadelphia. I forgot
13 their names.

14 THE COURT: Those are your grandchildren?

15 WITNESS: Yeah, they born and raised in
16 Philly.

17 THE COURT: And you can't remember their
18 names?

19 WITNESS: No, sir. They ain't been down here
20 but one time. My son been down here a few times.

21 THE COURT: So the two older ones are your
22 grandchildren. And the youngest one is who?

23 WITNESS: My great grand.

24 THE COURT: Okay. All right. And when were
25 these pictures taken?

1 WITNESS: 2011, I think.

2 THE COURT: Okay. After Estelle had moved in
3 with Mr. Mikell?

4 WITNESS: Yes, sir.

5 THE COURT: These took place at his house?

6 WITNESS: Yes, sir.

7 THE COURT: All right. And who took the
8 photographs; do you recall?

9 WITNESS: My son.

10 THE COURT: Your son took these photos?

11 WITNESS: Kareem.

12 THE COURT: Okay. Very good. All right.
13 That's good enough for me.

14 MR. EVANS: Thank you, Your Honor.

15 BY MR. EVANS:

16 Q. Now, when Aunt Estelle passed in 2014, about
17 how old was she?

18 A. 101.

19 Q. I think the probate said she was born in
20 1912; does that sound right?

21 A. 1912.

22 Q. Okay. Now, before she moved in with
23 Mr. Edward Mikell, how was her health?

24 A. Excellent. 2007 on up to '11, I don't know,
25 you know, after '11, move in with him. That's when

1 she been living on her own.

2 Q. Until she moved in with Edward Mikell, she
3 was living alone; is that right?

4 A. Well, Louis been living there but she been
5 getting around and doing all the stuff. Nobody got to
6 do nothing for her at that time.

7 Q. So Mr. Mikell's brother Louis was living
8 there but he was in and out?

9 A. Yeah.

10 Q. Okay. So when you got your deed from Aunt
11 Estelle in June 2007, she was still living alone?

12 A. Still living alone, yes, sir.

13 Q. And at that time, was she using a wheelchair?

14 A. No, no, no. No wheelchair.

15 Q. Did she wear glasses all the time?

16 A. Not all the time. She wear them off and on
17 when she read and stuff.

18 Q. And what was her mental condition around the
19 time that she signed the deed over to you and Sharon?

20 A. Excellent. She was real bright.

21 Q. Okay. Now, in the last couple -- few years
22 of her life, did her health go downhill?

23 A. Well, as far as I know, when she move in with
24 him, I know she ain't been in good shape after she
25 move in with him.

1 Q. And you saw that the medical records that
2 they provided to her, you know, on her where it said
3 she had chronic dementia the last couple of years of
4 her life at least?

5 A. After she went with him. What happened, she
6 been good when she first go into his house. Because I
7 talked to her. I talked to her quite a few times.

8 Q. Okay. And later on, at some point, did you
9 talk to somebody in your family about what Edward
10 thought was going on when Sharon and the witnesses
11 went to her house to get the deed signed, who he
12 thought those people were?

13 A. He said he thought it was Jehovah's witness.

14 Q. Okay. And was he keeping a pretty good eye
15 on her property when she was living alone?

16 A. Yeah, he been eyeing her house the whole
17 time.

18 MR. EVANS: All right. That's all the
19 questions I got right now for you.

20 CROSS EXAMINATION

21 BY MS. COCKRILL:

22 Q. Okay. Good morning, Mr. Brown.

23 A. Morning.

24 Q. Going to ask a few follow-up questions about
25 the testimony you just provided. First, I just want

1 to make sure the record is clear.

2 When you met to have this subject deed dated 2007
3 drafted, that lawyer -- and you testified that the
4 person who reviewed what you presented said Estelle
5 White owned everything; is that correct?

6 A. Yes, ma'am.

7 Q. Do you believe that Estelle White owned this
8 property ~~for~~

9 A. Yes, ma'am.

10 Q. -- in her own name?

11 A. Yes, ma'am. Old man leave everything to her.
12 She tell me that.

13 Q. And not as a trust, correct?

14 A. No.

15 Q. Okay. Why did you file an action saying
16 otherwise, then?

17 MR. EVANS: Objection. Which action are you
18 talking about?

19 MS. COCKRILL: 2017 complaint. He's a
20 plaintiff in it.

21 MR. EVANS: You mean the case we're in court
22 here today?

23 MS. COCKRILL: Yes.

24 THE COURT: All right. What's the basis for
25 the objection?

1 MR. EVANS: I wanted to clarify which case
2 she was talking about.

3 THE COURT: Go ahead. Restate your question.

4 BY MS. COCKRILL:

5 Q. Did you file an action stating that the
6 property was held in trust?

7 A. Yes, I think I did.

8 Q. Could you explain why you would think the
9 property is held in trust if you just testified that
10 she had it in her name?

11 A. No, it wasn't in trust. She had owned the
12 property.

13 Q. She owned it?

14 A. She owned the property.

15 Q. Okay. Are you aware your complaint states
16 otherwise? Do you disagree --

17 A. On what?

18 Q. -- that she owned it in trust?

19 A. No, she owned it.

20 Q. Okay. I just want the record to be clear.
21 How often did you see Estelle White between the years
22 of 1980 until her death?

23 A. I see Estelle White quite a few times. A lot
24 of time, I would stop in.

25 Q. Did you have a close relationship with her?

1 A. All the time. She give -- when I raise my
2 cow and stuff, she said raise everything you want.
3 You can fence the whole place if you want to.

4 Q. With her consent; is that correct?

5 A. Yeah.

6 Q. Okay. You testified that Louis lived in her
7 house but then you also testified that she lived
8 alone. Which one was it?

9 A. Well, Louis been go and come. He hanging out
10 with all the girls and stuff and living with other
11 girls and come back, you know.

12 Q. Did Louis spend the evenings with her?

13 A. He spend sometime there with her because he
14 would go out and sleep with his girlfriend and stuff
15 and back and forth with her. But she always stay by
16 herself.

17 Q. Okay. Did you farm on this land?

18 A. Yes, ma'am. I made a few dollars on the farm
19 there. Estelle tell me I ain't got to give her
20 nothing for the tax because my uncle leave me well
21 off.

22 Q. Can you repeat that?

23 A. She tell me I didn't have to give her nothing
24 on the tax of the farm, just raise my kids. That's
25 what she tell me. I ain't got to give no money for

1 taxes. She said her husband leave them well off.

2 Q. So did you contribute to the taxes?

3 A. Oh, yeah, because, you know, I just wanted to
4 give them something. But she just tell me raise my
5 kids.

6 Q. And was it out of the kindness of your heart
7 that you gave her money?

8 A. She won't take it. She tell me I don't need
9 it.

10 Q. Okay. Were other people doing things on the
11 property?

12 A. Yes, ma'am.

13 Q. Who were these other people?

14 A. One of them, my momma sister husband.
15 Dunmeyer. And the other one was Lonnie Taylor.

16 Q. And who is that?

17 A. He been working with Estelle husband at the
18 time he was living.

19 Q. Okay.

20 A. And when he died, Auntie still let him farm
21 the land, Lonnie Taylor.

22 Q. So is it correct that she let people come to
23 the property and just enjoy the property?

24 A. Not anybody, not anybody. Just my momma
25 sister husband and Lonnie Taylor.

1 Q. Your mother's sister's husband?

2 A. Manny Dunmeyer.

3 Q. And is that person related to her by blood?

4 A. Yeah, that's her sister -- that's her
5 sister's son-in-law.

6 Q. Sister's son-in-law, so that's not a blood --
7 that's by marriage. That's not blood related?

8 A. No, it's -- well, that's who been farming the
9 land.

10 Q. Right. So the person farming the land is not
11 an heir of Estelle White?

12 A. No.

13 Q. It's just a person married into the family?

14 A. Married into the family. And Lonnie Taylor
15 was the one been with the husband. They been doing
16 farming together.

17 Q. Okay. So Lonnie Taylor is another friend of
18 the family or friend of Estelle White from church,
19 correct?

20 A. Friend of the husband.

21 Q. Not blood related?

22 A. No, no.

23 Q. No kin? Okay. Did anyone else live on
24 Estelle White's land? And when I refer to Estelle
25 White's land, consider that all four parcels that she

1 was given by her father Roger Mikell on that 1955
2 deed.

3 Who else lived on those properties?

4 A. One of Edward's oldest brothers Nicolas
5 Mikell build a house on the property, and he was
6 married to Sarah Ford.

7 Q. Okay.

8 A. They had one daughter.

9 Q. Okay.

10 A. The other house, Thomas Mikell, he died. He
11 had a trailer little bit up from Nicolas' house.

12 Q. And what happened when he died with the
13 trailer?

14 A. For some reason, he run all the kids off the
15 land and sell the trailer.

16 Q. When you use the pronoun "he," who are you
17 referring to?

18 A. Edward.

19 Q. Edward ran everyone off the land?

20 A. All the brother's kids staying in the double
21 wide trailer.

22 Q. And then Edward lived on the property?

23 A. Yeah. He been building a house for 35 years.
24 He been in New Jersey for 35 years. He ain't been
25 here.

1 Q. Did you ever live on this property?

2 A. Well, I lived next door to it. I been young
3 when my granddaddy and my mom and them living on the
4 property. The house where they been living in just,
5 you know, ain't been no -- the house been old and they
6 had to pull it down.

7 Q. And the house was situated on Estelle White's
8 parcels of land?

9 A. Yeah.

10 Q. Or is it on a neighboring parcel that's owned
11 by your -- the Brown group, the Brown family?

12 A. The Brown had nine acres with -- my
13 granddaddy nine acres next to Estelle White's
14 property.

15 Q. So your family has land that's situated in
16 close proximity to Estelle White's land?

17 A. Yes, ma'am.

18 Q. Okay. Now, the deed in question, the 2007
19 deed, the property description, do you see any blank
20 spaces on here?

21 A. On this deed?

22 Q. Correct.

23 A. Yeah.

24 Q. Okay. Why are there blank spaces on this
25 deed?

1 A. I don't know. I don't understand. I know
2 they recorded and everything. I don't understand the
3 blank space.

4 Q. Okay. Did you have an attorney prepare this
5 for you for Ms. White to sign?

6 A. Yes, ma'am.

7 Q. And you were in communication with this
8 lawyer because you sought this lawyer out, correct?
9 Is that accurate?

10 A. I sought him out?

11 Q. Did you hire this lawyer yourself to prepare
12 this deed?

13 A. Well, yes, ma'am.

14 Q. Was there a conversation about why there's a
15 bunch of blank spaces on your deed with no accurate
16 property description?

17 A. No.

18 Q. No one told you this has got to be filled in?

19 A. They tell me when I get it surveyed and
20 everything that that's when I fill them out.

21 Q. So subsequent to her signing this deed, you
22 were then instructed to get a survey to come up with
23 the actual description of the property; is that
24 correct?

25 A. Yeah.

1 Q. And did that happen?

2 A. Well, I couldn't get a survey because I had³
3 to get a lawyer. I had to get a lawyer to recommend
4 me to get stuff straight.

5 Q. So the survey never happened, so the property
6 description remained unclear?

7 A. I couldn't do it. He tell me I had to get a
8 lawyer. I never get a lawyer to get him and tell --
9 because Estelle -- when I realized that Estelle tell
10 me to don't survey the land until she died. I didn't
11 know.

12 Q. Okay. Whose handwriting is this in between
13 the line that says grantees addressed are Richard
14 Brown, Sr. and Sharon Y. Brown? Whose address is
15 underneath that?

16 A. This one paper you talking about?

17 Q. On the front page. The only handwritten
18 letter, what does that read?

19 A. 27.

20 Q. Gamecock?

21 A. Yeah, Gamecock Avenue.

22 Q. Is that where you live, sir?

23 A. No, no, that's where the lawyer -- the lawyer
24 fix this paper up.

25 Q. So there was a lawyer who fixed this paper up

1 prior to filing; is that correct?

2 A. Yeah.

3 Q. So is it your recollection or do you remember
4 that this handwriting right here that reads 27
5 Gamecock Avenue, Suite 200, Charleston, South
6 Carolina, 29407, was this added later?

7 A. No, no.

8 Q. When was this written?

9 A. That's where they been at, on Gamecock
10 Avenue.

11 Q. Excuse me?

12 A. That's where they been at when they signed
13 that.

14 Q. Where was this signed?

15 A. Gamecock Avenue.

16 Q. The deed was signed on Gamecock Avenue?

17 A. No. I don't know who put that on there, but
18 Gamecock Avenue. 27 Gamecock Avenue.

19 Q. When you found this deed after you got back
20 in touch with Sharon Brown, the other grantee of this
21 property, do you recall having this information on
22 this deed?

23 A. No. I ain't been done with that part.

24 Q. Who delivered the deed to you?

25 A. Well, the deed been -- when I find out the

1 deed been -- when I call Sharon, the deed stayed with
2 Shannon. And when she did find it, she bring it to
3 me.

4 Q. She brought the deed to you?

5 A. Yeah.

6 Q. What did you do?

7 A. That's when I come to Heyward. I take it to
8 Heyward, and Heyward said that deed is good.

9 Q. Heyward says this deed is good?

10 A. Yes, ma'am.

11 Q. Did Heyward say anything about this legal
12 description?

13 A. Heyward take it down and get it like that.
14 Heyward take it down to the courthouse.

15 Q. This is Heyward's writing on the original
16 deed?

17 A. I don't know if that's his writing.

18 Q. You don't know?

19 A. I don't know if that's his writing, but I
20 know he take it down here.

21 Q. Do you know if 27 Gamecock Avenue is the
22 street address for the Heirs Property Law Center, LLC
23 that Mr. Heyward is the owner of?

24 A. Well --

25 Q. Is that his office?

1 A. I don't know. Because when I take the deed
2 to him, he bring the deed back and give to me.

3 Q. Okay.

4 A. Heyward..

5 Q. Were you present when this deed was signed?

6 A. Yes, ma'am.

7 Q. You were there?

8 A. When it was signed, yeah. When it was
9 signed, yeah.

10 Q. Okay. So tell me about that day. How did
11 that all go down?

12 A. It was a long time. I ain't got the answer
13 on the head on that. It's been years now.

14 Q. Did the deed get signed in Ms. Estelle
15 White's house?

16 A. I take the deed back to Estelle White's when
17 I got it and showed Estelle everything.

18 And she said: Good. Don't survey until I died.
19 That's all Estelle tell me, and I just keep the
20 deed.

21 Q. Did Estelle White instruct you to not file
22 this deed?

23 A. No, I don't have it filed.

24 Q. No. Not file it until she died?

25 A. Don't survey until she dies.

1 Q. The responses that you gave during the
2 discovery process and your interrogatories, you answer
3 that Estelle White requested that this deed not be
4 filed until her death; is that correct?

5 A. Not the deed. Don't survey until they died.
6 Don't survey the property until she died. Because she
7 didn't want the family to come bother her. That's
8 what she tell me. She tell Sharon keep it from me
9 because I may go there and run my mouth.

10 Q. Okay.

11 A. Didn't want nobody to come to her and upset
12 her land. That's what she tell me.

13 Q. Okay. Was the survey completed at any time
14 during her lifetime?

15 A. No, ma'am.

16 Q. No survey?

17 A. No, didn't get them surveyed.

18 Q. Okay. Now, were you present when Estelle
19 White signed this deed?

20 A. Yes, ma'am.

21 Q. You were?

22 A. When she sign it, yeah.

23 Q. You were there physically in her presence?

24 A. Yes, ma'am.

25 Q. Who else was there?

1 A. Me, Sharon.

2 Q. You and Sharon?

3 A. And the notaries.

4 Q. Who else?

5 A. I don't know them girls name.

6 Q. Are they present in the courtroom?

7 A. Yes, ma'am.

8 Q. Are there names Sylvia Velez?

9 A. I don't know them, but I know that's one of
10 the names.

11 Q. Okay. How did everyone get to the house?

12 A. Well, they drive. I think they drive their
13 own cars. Ride with somebody. I don't know.

14 Q. Did they drive themselves to her house or did
15 they ride together?

16 A. I think the notary had known Sharon from
17 working together, so I guess the notary -- they do a
18 lot of school work and stuff together.

19 Q. Okay. And the other two are who? Where did
20 they find witnesses?

21 A. I don't know them girls.

22 Q. Okay. When you received this deed from the
23 lawyer that drafted it that instructed you to actually
24 complete the property description with a survey, did
25 she give you any instructions on how this is properly

1 notarized and witnessed?

2 A. Ma'am?

3 Q. Did she give instruction saying now take the
4 deed?

5 A. Who is that?

6 Q. They would be the lawyer that prepared this
7 2007 deed. Did this person give you any instruction
8 on how to get this thing signed?

9 A. By Estelle White?

10 Q. Correct.

11 A. Yeah. Take it to Estelle, and Estelle signed
12 it.

13 Q. Okay. And you did you see her sign this on
14 this piece of paper?

15 A. Yes, ma'am.

16 Q. Okay. Did the drafting attorney do a title
17 search?

18 A. Yeah.

19 Q. The drafting attorney did a title search to
20 prepare this deed?

21 A. Heyward done the title search.

22 Q. Okay. Heyward is not the actual drafting
23 attorney, correct?

24 A. Well, Heyward is the one take the deed down
25 there and get it --

1 Q. Fixed it up after; is that an accurate
2 statement? Heyward fixed this thing up after before
3 it got filed?

4 A. Yeah.

5 Q. Okay. There's what we call a derivation
6 clause on this deed. If you flip the deed to page 3
7 after the signatures, the derivation clause reads:
8 Being the same property conveyed to Estelle M. White
9 by deed of Roger Mikell dated May 14, 1955 and
10 recorded, and so on and so on.

11 Emphasizing "being the same property," the
12 property -- because this deed has no property
13 description, is it accurate to say this is the same
14 property conveyed to Estelle White from her father?

15 A. Yes, ma'am.

16 Q. Or was it a portion?

17 A. It's the same deed, same property.

18 Q. The entire thing on that 1955 deed is now
19 contained in this deed?

20 A. It's the same property.

21 Q. The entire deed, 92 acres is what you think
22 you're getting?

23 A. Yes, ma'am.

24 Q. So you think 92 acres is what you got from
25 this deed?

1 A. I take off it from the deed. I can take
2 92 -- I take 22.

3 Q. So you took this portion of the deed?

4 A. A portion.

5 Q. But this property says being the same
6 property, but it's not really the same is, it?

7 A. It's all in the same property.

8 Q. It's not the same acreage.

9 Okay. Were you given a copy of Estelle White's
10 will in 2015?

11 A. I get a copy?

12 Q. Did you have a copy of it?

13 A. Tommy Brush gave me a copy when he tell me he
14 find the will. Barry call him and say he find the
15 will.

16 Q. So you were in possession of a will?

17 A. When I found the will and he tell me nothing
18 he can do.

19 Q. Tommy told you there's nothing he can do with
20 a title because there existed this will?

21 A. Because he find the will.

22 Q. Okay. Then what did you do after that?

23 A. I get in touch with Sharon. I asked Sharon
24 you still got them papers? And she say, yeah, I got
25 to go look for it. It's upstairs.

1 Q. Okay. And the reason you didn't record the
2 deed in 2015 was why? Because you couldn't get in
3 touch with Sharon?

4 A. I couldn't get in touch with Sharon.

5 Q. Okay. Did your aunt wear glasses?

6 A. When she read and stuff.

7 Q. Did she read this deed?

8 A. Yes, ma'am.

9 Q. And she read it with glasses?

10 A. She read it with glasses.

11 Q. At the time she signed this deed in June of
12 2007, and I know it's been a really long time, do you
13 recall if she used a cane or a wheelchair?

14 A. No, no, ain't none of that.

15 Q. No cane, no wheelchair?

16 A. None of that.

17 Q. At the time this deed was executed in 2007,
18 did your aunt attend any adult daycares?

19 A. Adult daycare?

20 Q. Yeah. There's senior citizen --

21 A. Yeah, she go there.

22 Q. So she presumably would have gotten on a bus
23 or some sort of transportation to --

24 A. Every morning, she go to senior citizen.

25 Q. And do you recall that she would have gone to

1 the senior citizen center also referred to as an adult
2 daycare sometime in the morning?

3 A. Yes, ma'am.

4 Q. What time?

5 A. They go certain time, like 8:00, 8:30, and
6 come back like 12:00, 1:00.

7 Q. So pretty much all day? And it's your
8 recollection that she did attend it at the time she
9 would have signed this deed?

10 A. Yes, ma'am.

11 Q. Okay. Was the senior service center
12 operating from Monday through Friday?

13 A. I don't know how many days she went, but I
14 know the bus came to pick her up.

15 Q. Were you involved in any of her care at that
16 point?

17 A. No, I didn't have to do any care.

18 Q. Moving back to on the day that this deed was
19 signed, do you recall if it's in the morning or the
20 afternoon?

21 A. That been like, you know, morning, like not
22 too early. Like 10, 11, 12.

23 Q. So 10, 11, 12? But she would have been at
24 the daycare?

25 A. But that particular time, I called her and

1 she tell me what day to come.

2 Q. Okay. Did Sharon see Estelle White sign the
3 deed? Was she present at the time?

4 A. Yeah, she see it.

5 Q. She was physically present when she signed
6 that deed?

7 A. Yes, ma'am.

8 Q. Okay. Who got to Estelle's house first, you
9 or Sharon?

10 A. Well, I got there first. I sit there until
11 she come.

12 Q. And then who arrived with Sharon?

13 A. Sharon bring the witness and stuff. The
14 witness wasn't -- I don't know who. I didn't ask.
15 The witness come down with Sharon, too.

16 Q. Okay. Nobody was there when you arrived
17 there?

18 A. No.

19 Q. Okay. How long do you recall this deed
20 being -- everyone sitting there with Estelle when she
21 signed the deed? How long did that process take?

22 A. It didn't take long.

23 Q. What's not long to you? What's relative?

24 A. 15, 20 minutes.

25 Q. 15, 20 minutes. So you all arrived. You're

1 already there. The group arrives in more than one car
2 or one car?

3 A. Just one car.

4 Q. One car. Everybody goes up into the house,
5 correct?

6 A. Sharon stay on the outside.

7 Q. You just testified that Sharon saw Estelle
8 sign this deed.

9 A. Yeah, but Sharon stay on the outside and
10 watch after she been talking and, you know, she had
11 little conversation and talking to the people that
12 Sharon bring and laughing and making jokes.

13 Q. Okay. Back up. And just so we're very clear
14 for the record, was Sharon physically present in the
15 room --

16 A. Yeah, Sharon been there when she signed the
17 deed.

18 Q. She physically was there?

19 A. Yeah.

20 Q. Why did you just say she wasn't there?

21 A. When she signed the deed, she walkout side.

22 Q. Why?

23 A. To watch him.

24 Q. To watch for Edward?

25 A. Yeah. Because he been looking over there and

1 starting trouble.

2 Q. Okay. Did she read the deed?

3 A. Yeah.

4 Q. Could she read? Was she literate?

5 A. Estelle can read.

6 Q. She was literate?

7 A. Yeah. All she wanted to do is sign the deed
8 for me. I don't know. For some reason, she didn't
9 want no argument or upset about nothing. She just
10 wanted me to have the land. That's all.

11 Q. Okay. And it's your understanding that you
12 were instructed to hold the deed until she dies?

13 A. She give the deed to Sharon and tell Sharon
14 to keep this deed and put it up from me because she
15 don't want me to go run my mouth and tell everybody I
16 got the deed. She tell them that.

17 That's why I asked Sharon when I couldn't get in
18 touch with her, I asked her, you got the deed? She
19 said, yeah, I got it. I got to go upstairs. I've
20 lost it in the loft and see if I can find it. And she
21 find it for me. Three or four weeks later, she bring
22 that deed to me.

23 Q. Three or four weeks and --

24 A. Because I couldn't get in touch with her. So
25 when I got in touch with her, she bring it to me.

1 Q. When is the first time you tried to reach out
2 to Sharon?

3 A. Right before 2016, I been calling her.

4 Q. Okay. And this deed does not get recorded
5 until September 1st by Willie Heyward's office?

6 A. Yeah.

7 Q. Okay. And this is because you're told not to
8 do anything so the family doesn't know about it,
9 correct?

10 A. Exactly.

11 Q. Exactly. So that's 100 percent yes. Hang on
12 to this thing. We don't want a bunch of drama on the
13 land?

14 A. That's what she said.

15 Q. Okay. Was there any communication with this
16 drafting attorney after this was signed?

17 A. No, ma'am.

18 Q. Was there any instruction that said go file
19 it?

20 A. Yeah, I just go on and file it.

21 Q. File it -- was there a time that was
22 recommended for filing? File it right away. You sign
23 and you run to the Court?

24 A. When I sign, I went down there and get it
25 filed to the Court, and I tell Sharon. I give to

1 Sharon and Sharon said, that's good, go on and get it
2 filed.

3 Q. In 2016 when she goes up to the attic to get
4 this deed?

5 A. To get the deed.

6 MS. COCKRILL: Okay. No further questions.

7 MR. EVANS: Briefly, Your Honor.

8 REDIRECT EXAMINATION

9 BY MR. EVANS:

10 Q. Mr. Brown, when I was asking you some
11 questions earlier, you testified that you went to see
12 Aunt Estelle with the deed and Louis called Edward
13 over there and there was an incident and everybody
14 ended up leaving and that Aunt Estelle said come back
15 later.

16 Now, when the deed went back to her house later,
17 were you actually there --

18 A. I didn't go back.

19 Q. -- when she signed the deed?

20 A. I been there when she signed it, but I didn't
21 go back. She signed that deed before I leave.

22 Q. You're talking about the first time you went
23 there?

24 A. Yeah, she signed the deed, and so I didn't go
25 back.

1 Q. Okay. All right. Did she sign a deed two
2 different times?

3 A. No, no, not two different times. She signed
4 only that one time.

5 Q. Okay. I'm just trying to clear this up. You
6 said that y'all went out there, Edward showed up, and
7 Aunt Estelle told Edward and his brother Louis to
8 leave and told y'all to come back later.

9 Now, when the deed came back later to Aunt
10 Estelle with the notary and the witnesses, were you
11 actually there?

12 A. No, I didn't go over with the notary and
13 witness at that time.

14 Q. Okay. And why didn't you go?

15 A. Because they been looking at me. They know
16 my car. And I didn't want no stirring up, get over
17 there and start an argument.

18 Q. You said --

19 A. They know what I drive. Watch me. Watch me
20 every time I go there. That's why I didn't go.

21 Q. You testified just now to Ms. Cockrill that
22 after the deed was recorded, you took the deed back to
23 Aunt Estelle and she looked at it and said it was
24 good, right?

25 A. It was good.

1 Q. Okay. But it sounds like when she was asking
2 you questions that you were saying you were there when
3 Aunt Estelle actually signed the deed with the
4 witnesses and the notary. Were you there?

5 A. Yeah, I been there that time. She crossed me
6 up on that.

7 Q. But I thought you just said you didn't go
8 because they would recognize your car?

9 A. No, I did go over there. But what happened,
10 I went and I been there before they got there. And so
11 Estelle tell me, look, I don't want you to go run your
12 mouth and tell them about this land because I don't
13 want nobody coming here and arguing because I don't
14 feel like that.

15 Q. Do you remember how you got to her house?

16 A. Yeah.

17 Q. How?

18 A. I drive. I didn't drive my car. I drive one
19 of my friend's car and go over there.

20 Q. Okay. Now, after this deed was located by
21 Sharon, it was recorded, right?

22 A. It was recorded.

23 Q. Okay. And it was recorded in the deed office
24 here in Charleston County, right?

25 A. Yes, sir.

1 Q. And last question. In the medical records
2 that Edward Mikell and his attorney provided to us in
3 July 2013, it says that Ms. Estelle was not going to
4 daycare because there was no funds. The funds had run
5 out.

6 So do you actually know what days she was going
7 to daycare and what days she wasn't?

8 A. I didn't know the exact day. Whenever I want
9 to talk to her, I call her on the phone because I
10 don't know what day she go, but I know she go more
11 than one day.

12 Q. Okay. So you call her to make sure she would
13 be there when you got there?

14 A. Yes, sir.

15 MR. EVANS: Okay. That's all I got.

16 RE CROSS EXAMINATION

17 BY MS. COCKRILL:

18 Q. Quick follow-up on the questions that were
19 just asked by your attorney. You went with this deed,
20 this 2007 deed, two times to Ms. Estelle's house,
21 correct?

22 A. Yes, ma'am.

23 Q. You just testified that it was signed the
24 first time, correct?

25 A. It was signed the time I been there when

1 Sharon come with them three witness.

2 But what happened, when they come and Sharon come
3 with the three witness, me and Estelle been in the
4 house talking and I didn't get nothing done because
5 Estelle -- he come in and want to fight and stuff
6 before when I been there.

7 So I didn't want nobody to upset Estelle. So I
8 didn't want to go there because he knew what I been
9 driving. When I went there, I drive my friend's car
10 over there.

11 Q. So the first time -- I just want to make sure
12 I understand what you're testifying to. The first
13 time you went to Ms. Estelle White's house with this
14 deed, she signed it?

15 A. She signed it.

16 Q. Who was present?

17 A. Yeah, I was present. She signed it and she
18 tell me -- I tell her I don't want to stay here
19 because, you know, I don't want no trouble.

20 THE COURT: So who was there when she signed
21 the document?

22 WITNESS: The girls over there. I don't know
23 them, but them the witness that been in here.

24 THE COURT: And you were there at the time?

25 WITNESS: I was there.

1 BY MS. COCKRILL:

2 Q. And, Mr. Brown, why was it necessary to go a
3 second time with this deed?

4 A. Well, I want to show Auntie exactly what I
5 got.

6 Q. What does that mean?

7 A. I went there to tell Auntie this is what I
8 want. And Auntie tell me: Look, don't say nothing.

9 Me and Auntie always talk secret. She didn't
10 want nobody to know nothing, and I didn't tell nobody
11 nothing. So when I went and talk to Auntie, she tell
12 me what she wanted and what not to do.

13 Q. The second time you go with this deed, who
14 was there?

15 A. When I got -- Auntie been there herself when
16 I got there, and I went in there. But Sharon and
17 witnesses, they come later.

18 Q. The first time or the second time?

19 A. The first time.

20 Q. Who is there the second time with this deed?
21 Does she sign something two times?

22 A. No, ain't nobody sign something that day. If
23 I say that, I make a mistake.

24 Q. Okay. That's why I'm asking you again
25 because I don't want your words to be twisted or not

1 getting directly what happened during that time.

2 So you testified before that the first time you
3 all showed up with this deed, you were worried about
4 your cousin here --

5 A. Yeah.

6 Q. -- Mr. Edward Mikell, and you couldn't sign.

7 A. That time, when I go in there -- well, the
8 witness and stuff and Sharon, they come up there. And
9 Auntie tell me I'm not going to let you have the paper
10 because I don't want you to go and run your mouth.
11 I'm going to let your wife have it. I think she can
12 understand better than you. That's what she tell me.

13 MS. COCKRILL: Okay. That's it. Thank you.

14 THE COURT: All right, Mr. Brown. When your
15 Aunt Estelle White signed the deed, did she sign her
16 name to it or did she make her mark on the deed?

17 WITNESS: She signed her name.

18 THE COURT: There's an X next to her name?

19 WITNESS: The X, she signed that.

20 THE COURT: Then you're telling me at the
21 time you were there, you were there with Sharon and
22 with the witnesses and the notary; is that right?

23 WITNESS: Yes, sir.

24 THE COURT: Okay. And that was in 2007?

25 WITNESS: 2007.

1 THE COURT: And you got divorced in 2011?

2 WITNESS: 2011.

3 THE COURT: All right. Who did the family
4 court order the property to belong to between you and
5 Sharon?

6 WITNESS: Well, Sharon --

7 THE COURT: At your divorce, who was to get
8 this property?

9 WITNESS: Sharon was my wife at the time, and
10 it was me.

11 THE COURT: Okay.

12 WITNESS: The property.

13 THE COURT: So the divorce decree will state
14 the property was to become yours?

15 WITNESS: Yes, sir.

16 THE COURT: All right. Okay. Very good.

17 Thank you, sir.

18 All right. I'll look forward to seeing that.

19 Okay. You may step down.

20 Okay. 10 minutes to 12:00 Who is your next
21 witness?

22 MR. EVANS: Sharon Brown.

23 THE COURT: All right. Let's take five
24 minutes and come right back. All right.

25 (Recess from 11:48 to 11:59 a.m.)

1 MR. EVANS: We call Sharon Brown.

2 THE COURT: Ms. Brown, come on up.

3 SHARON BROWN, having been duly sworn to tell
4 the truth, the whole truth, and nothing but the truth,
5 was examined and testified as follows:

6 THE COURT: Thank you, ma'am. And your full
7 name and address?

8 WITNESS: Sharon Yvonne Brown, 1303 Camden
9 Crossing, Hanahan, South Carolina, 29410.

10 THE COURT: Thank you, ma'am.

11 DIRECT EXAMINATION

12 BY MR. EVANS:

13 Q. Ms. Brown, how far did you go in school?

14 A. Bachelor's degree. Four years college.

15 Q. You got any other kind of certificates or
16 licenses?

17 A. Yeah, insurance license.

18 Q. Okay. And so what kind of work did you do?

19 A. Sales representative, life insurance.

20 Q. Okay. You heard Richard testify earlier
21 about going to a church to hear some people speak.
22 Who spoke? Were you there?

23 A. Yes. I was one of the speakers.

24 Q. Okay. And what did you speak on?

25 A. Life insurance and retirement.

1 Q. And some of the other speakers, what did they
2 talk about?

3 A. Yeah, Attorney Dowdy, he talked on living
4 wills; and Ms. Stewart, she talked on heirs property.

5 Q. Okay. And, in fact, this lady that gave the
6 talk on heirs property, is that the lady that y'all
7 went to meet --

8 A. Yes, sir.

9 Q. -- with the contract to prepare the deed?

10 A. Yes.

11 Q. Okay. And what did y'all talk about when you
12 went to meet with Ms. Stewart?

13 A. We talked about the property at Wadmalaw,
14 Richards family. At the time, I didn't know whether
15 it was heirs property or not. I just knew they was
16 arguing over the property constantly.

17 Q. And were you with Richard when he was talking
18 to other members of the family about Aunt Estelle's
19 property?

20 A. Yes, sometimes.

21 Q. Did you go to Philadelphia with him?

22 A. I did.

23 Q. And after you met with Ms. Stewart and talked
24 about whether it was heirs property, did you go with
25 Richard down to the deed office?

1 A. Yes.

2 Q. And the documents that -- I believe it was
3 Exhibit 2. And is that still up there, the plat?

4 So our Exhibit 2, which shows basically a plat of
5 Ms. White's properties, were you there when those
6 documents were obtained in the deed office?

7 A. Yes, sir.

8 Q. And the copy that we introduced as a trial
9 exhibit has a red line drawn around two of the
10 parcels. Do you know why that was done?

11 A. Yes. A guy outlined the property to
12 distinguish the ones that Richard and Ms. Estelle
13 agreed on.

14 Q. Okay. And in that Exhibit 2, there's also a
15 deed from Roger Mikell to Estelle White for 92 acres,
16 correct, the back two pages?

17 A. Uh-huh.

18 Q. Yes?

19 A. Yes, sir.

20 Q. Okay. And so after you got these documents,
21 did y'all go back and talk to Ms. Stewart about the
22 property?

23 A. Yes, because it clarified it wasn't heirs
24 property. This was the first thing she needed to
25 determine.

1 Q. Okay. And after you met with her, did she in
2 fact draw up a deed for y'all for the two pieces of
3 land?

4 A. Yes.

5 Q. Okay. And were you with Richard when y'all
6 first went to see Aunt Estelle about her signing the
7 deed?

8 A. Yes.

9 Q. Okay. And while y'all were there, did anyone
10 show up at the house?

11 A. Yes, sir.

12 Q. Who did?

13 A. Louis came out and said what he said and went
14 to get Edward, and then Edward came back and they
15 started an uproar.

16 Q. And then what happened after that?

17 A. Auntie told them -- she shoed them off and
18 talked to us and told us that -- to come back.

19 Q. Okay.

20 A. That she'd take care of it.

21 Q. And did you end up going back?

22 A. Yes, we did.

23 Q. Okay. And who went with you back to see Aunt
24 Estelle to have the deed signed?

25 A. Yes, because of the situation, I rode with

1 the notary. I told them the situation of the fight,
2 and we all rode together.

3 Q. Okay. Who arranged the two witnesses and the
4 notary for the deed?

5 A. I did.

6 Q. Okay. And how did the witnesses get to Aunt
7 Estelle's house?

8 A. I picked up Ms. Sylvia and then I picked up
9 Iwana and we met Ms. Frasier at the shopping center.
10 Piggly Wiggly.

11 Q. Okay. Ms. Frasier was the notary?

12 A. Yes.

13 Q. And after you met Ms. Frasier at the Piggly
14 Wiggly, whose car did y'all ride in to Aunt Estelle's
15 house?

16 A. We rode in Ms. Frasier's car.

17 Q. Why did you use her car?

18 A. Because of the fact of the fighting and him
19 knowing my car, we just thought that would be a
20 deterrent for friction and problems.

21 Q. And when y'all got to the house, where was
22 Aunt Estelle? Do you remember?

23 A. She was right there, like basically standing
24 in the door. She knew we were coming.

25 Q. Okay. And did you introduce the witnesses

1 and the notary to her?

2 A. Yes.

3 Q. Okay. And so who went inside the house to
4 sign the deed?

5 A. We introduce them, and they went inside, and
6 I stayed in the SUV.

7 Q. Why was that?

8 A. I told them I beep the horn if I see him
9 coming.

10 Q. When you see who?

11 A. Edward.

12 Q. All right. And so at some point, did the
13 witnesses and the notary come out of Aunt Estelle's
14 house?

15 A. Yes.

16 Q. Okay. Did someone have the deed?

17 A. Yes, Ms. Frasier.

18 Q. The notary?

19 A. Yes.

20 Q. Did she give it to you?

21 A. Yes.

22 Q. Did she give you any instructions about Aunt
23 Estelle's wishes about the deed?

24 A. She just said cut them off when I'm gone.

25 Q. Okay.

1 A. I guess that's all she said.

2 Q. All right. So cut it off when I'm gone. Did
3 you understand that to be telling you when she wanted
4 that deed recorded?

5 A. Yes. Because it was just so much friction
6 with the family.

7 Q. Okay. And when did she want you to record
8 the deed?

9 A. After her passing.

10 Q. Okay. And when Aunt Estelle passed away,
11 were you and Richard still married?

12 A. No.

13 Q. Okay. And when did y'all get separated?

14 A. Separation was in 2011.

15 Q. Okay. And did you try to get -- do you
16 remember when you found out that she had passed?

17 A. No.

18 Q. Did you try to reach out to Richard when you
19 did learn that she had passed?

20 A. I called him a couple of times but he
21 eventually got me.

22 Q. When he got you, what did y'all talk about?

23 A. He's just telling me what's going on with the
24 family. They were in court. Edward was trying to
25 take all of the land. They was working with

1 Mr. Heyward, fighting for the family.

2 And then it came up -- he realized about Auntie
3 and the deed. And he said -- I told him we had a
4 deed. We had our own deed. And so he called me
5 looking for it.

6 Q. Did you know where the deed was?

7 A. Yeah.

8 Q. I mean, could you put your hands --

9 A. I had a box, Richard and Lamar's name on it.

10 Q. Where was the box?

11 A. In my attic.

12 Q. Okay. And do you recall whether it took you
13 any time to locate the deed?

14 A. Just a few days.

15 Q. Okay. And after you found the deed, did you
16 call Richard?

17 A. I did. I went to the meeting where they were
18 at at Heyward's office.

19 Q. Okay. So you took the deed and met with
20 Richard and Attorney Willie Heyward with the deed?

21 A. Yes, and his uncle.

22 Q. And then the uncle was there, too. And the
23 deed ended up getting recorded?

24 A. Yes. I gave it to Attorney Heyward.

25 Q. Okay. And there was a question earlier about

1 whether this property had come up during your divorce.

2 Did this property ever come up during your divorce?

3 A. What do you mean in the divorce?

4 Q. The property on the deed, did that come up?

5 A. No.

6 Q. And the deed says that it's to Richard Brown,
7 Sr. and Sharon Brown, correct?

8 A. Correct.

9 Q. Well, was it your understanding y'all would
10 equally split that property?

11 A. Correct.

12 Q. Okay. But was the deed recorded at the time
13 that your divorce became final?

14 A. No.

15 Q. Okay. That's all I have. Excuse me. I do
16 have another question.

17 There was a lot of testimony earlier about how
18 many trips were made out to Aunt Estelle's house, and
19 you have testified that two of them, you went out
20 there and there was an incident where Edward showed up
21 and everybody got run off and then you went back with
22 the notary and the two witnesses.

23 When you went there for Aunt Estelle to sign the
24 deed, was Richard there?

25 A. No, he was gone.

1 Q. Okay. And how did you find that out?

2 A. Find out what?

3 Q. Did you find out later that he had been there
4 earlier?

5 A. Yeah. Well, I knew because we had to calm
6 her down. But he was gone when we got there.

7 MR. EVANS: Okay. That's all I've got.

8 MS. COCKRILL: Just a few follow-up
9 questions.

10 CROSS EXAMINATION

11 BY MS. COCKRILL:

12 Q. Why didn't you record the deed in 2007?

13 A. Because all the friction and the fighting
14 with the family. And Ms. Estelle just thought it be
15 better. It was just too much for her. She just said
16 it be better. Cut them off after she's gone.

17 Q. At the time she signed that deed, did you
18 feel as though you were the new owners of that
19 property at that moment?

20 A. No, not at that moment.

21 Q. So when the deed was signed and conveyed to
22 you, did you take possession of it?

23 A. Possession of the deed?

24 Q. Legal title. Did you consider yourself an
25 owner?

1 A. I guess so. The papers were real.

2 Q. They were real, but at what point did you
3 consider yourself in your own head an owner of that
4 property?

5 A. I never have. It's never been surveyed,
6 nothing. I never considered myself an owner. I just
7 know we had these papers.

8 Q. So what did the papers mean to you?

9 A. It meant after she passes on and they get to
10 fighting over the 92 acres, then at some point it will
11 be filed and Richard and I would split the 22.3.

12 Q. Okay. After Estelle White signed the deed,
13 you took possession of the deed?

14 A. Correct.

15 Q. Who delivered the deed to Willie Heyward?

16 A. Me.

17 Q. Not Richard, you?

18 A. Yes.

19 Q. Okay. The deed in question should be sitting
20 up there. It's Exhibit Number 3. It's this one, the
21 property description. Were you present when this was
22 signed?

23 A. Yes, ma'am.

24 MS. COCKRILL: She doesn't have a copy. May
25 I approach the witness?

1 THE COURT: Certainly.

2 BY MS. COCKRILL:

3 Q. So the deed in question, this 2007 deed, just
4 to be clear, you were present during that time,
5 correct?

6 A. I was, yes.

7 Q. You saw her witness this?

8 A. Oh, no, no. I did not. I took them -- I
9 wasn't there during the signing.

10 Q. Okay. Why did Richard say you were?

11 A. What?

12 Q. Present during the signing.

13 A. I don't know.

14 Q. You don't know?

15 A. I think he was confused.

16 Q. Was this handwritten marking on the deed when
17 it was presented?

18 A. No. Now, I do know how that got there.

19 Q. Tell us.

20 A. That is Heyward's handwriting, and Heyward
21 wrote that, and I'm assuming Attorney Heyward's
22 address. He wrote that on there after he filed it.

23 Q. Was there anything else added to this deed,
24 possibly this derivation clause? It doesn't look like
25 the same type, does it?

1 Do you remember the paper that was given to you
2 in 2007 by this lawyer, did it have two pages or three
3 pages?

4 A. You know something? I couldn't say.

5 Q. Okay. Who made the marking of this X?

6 A. Where is the X? I'm not sure.

7 Q. Did you see --

8 A. Who did it?

9 Q. Correct.

10 A. I wasn't there during the signing.

11 Q. Okay. Was Ms. Estelle homebound at the time
12 this deed was executed?

13 A. Homebound?

14 Q. Like was she limited to being in her home?

15 A. No, I don't believe so.

16 Q. Okay. If there was a controversy with
17 appearing on her land, why not bring her to a local
18 lawyer in Charleston to have her do this?

19 A. Because of the conflict. She couldn't drive.
20 They weren't going to drive her. Nobody wanted to
21 participate.

22 So we concluded with the fighting that was done
23 right in front of her eyesight, talk to her on the
24 phone. Best to just come to her and get it over with.

25 Q. Why didn't you pick her up? You drove the

1 other people; why not bring her to them? Bring
2 Estelle to the witness and the notary or a real
3 lawyer's office.

4 A. We just figured it would be a conflict with
5 Edward. I don't know. We just tried to do it the
6 best way for the lady, for Ms. Estelle.

7 Q. Now, you said this property did not come up
8 in divorce?

9 A. No.

10 Q. It would not be reflected on a declaration of
11 financial disclosure?

12 A. No, ma'am.

13 Q. At the time you were divorced, did you not
14 consider yourself an owner of this property?

15 A. She was alive.

16 Q. So you don't think your interest vested until
17 she died?

18 A. That's what I thought.

19 MS. COCKRILL: Okay. No further questions.

20 REDIRECT EXAMINATION

21 BY MR. EVANS:

22 Q. Ms. Brown, did you believe that it was safe
23 to try to take Estelle White out of her house with
24 Edward always watching her every move?

25 A. No, no. We didn't think so, no.

1 MR. EVANS: Okay. That's all.

2 MS. COCKRILL: I don't have any further
3 questions.

4 THE COURT: Ms. Brown, did you know what was
5 the lady's name that drew up the contract?

6 MR. EVANS: Melanie Stewart.

7 THE COURT: Did you know Ms. Stewart?

8 WITNESS: No.

9 THE COURT: Do you know whether or not she
10 was an attorney?

11 WITNESS: No. I just know she spoke at the
12 church, and I got Richard to go and speak with her
13 about that land.

14 THE COURT: Okay.

15 WITNESS: That was the process.

16 THE COURT: Previously, we marked this
17 Exhibit 1 which looks to be the -- it's a consulting
18 contract it says dated May 23 of '07, but we don't
19 have a signed copy. Do you recall ever signing an
20 agreement?

21 WITNESS: Yeah, we did sign.

22 THE COURT: Okay. So there's a signed
23 contract somewhere?

24 WITNESS: Uh-huh.

25 THE COURT: And that was with Ms. Stewart's

1 company at her office and y'all paid the 350 and she
2 drafted up the deed; is that your understanding?

3 WITNESS: Yes, sir.

4 THE COURT: She or her office drafted up the
5 deed?

6 WITNESS: Yes, sir.

7 THE COURT: And y'all got the deed from her,
8 and then you took the ladies to Ms. Estelle White's
9 house to have her execute the deed?

10 WITNESS: Yes, sir.

11 THE COURT: Okay. At the time she executed
12 the deed, and there was some prior occasion but I
13 don't need to ask about that, but the time you were
14 there, you stayed in the car and the witnesses went in
15 and had her sign the deed?

16 WITNESS: Correct.

17 THE COURT: When they came back out with the
18 deed, Ms. Frasier, the notary, handed it to you; is
19 that right?

20 WITNESS: Correct.

21 THE COURT: And gave you some instructions
22 from Ms. White? And those instructions were, once
23 again, don't file this thing or don't subdivide I
24 think it was. What was the language?

25 WITNESS: Cut them off after I'm gone. When

1 I'm gone.

2 THE COURT: Okay. Got it. Very good. Thank
3 you.

4 All right. That's all I have.

5 MS. COCKRILL: Your Honor, we have a
6 handwriting expert here, and we were hoping with
7 Mr. Evans' consent that we could go a little bit out
8 of order to get him to testify.

9 THE COURT: That's fine.

10 Ms. Brown, thank you. You may step down.

11 MR. EVANS: Your Honor, I would like to
12 object to this witness. I was just handed his report
13 at 10:00 this morning.

14 And we knew two months ago when this case was
15 scheduled that Plaintiff needed to line up another
16 handwriting expert because the earlier one had passed
17 away. So I would object to his testimony or the use
18 of his report.

19 THE COURT: All right.

20 MS. COCKRILL: Your Honor, in response, this
21 is dated May 29th, 2023. Some of the specimens to get
22 a more complete report, we gathered some additional
23 signatures and got it over to him. It was an
24 oversight. It was never intentional not to give it to
25 him.

1 THE COURT: I'm trying to think back. Wasn't
2 Mickey Dawson your original expert?

3 MS. COCKRILL: Yes, Your Honor. We have his
4 report here today as well.

5 THE COURT: And had that previously been
6 provided?

7 MS. COCKRILL: Yes.

8 THE COURT: But for his death, he would be
9 here today to testify?

10 MS. COCKRILL: You're correct.

11 THE COURT: So you reached out and got
12 another expert?

13 MS. COCKRILL: This man assumed all of Mickey
14 Dawson's files. It took a long time to find him.
15 There aren't that many handwriting experts in the
16 area.

17 THE COURT: What's the surprise, Mr. Evans?

18 MR. EVANS: Well, there's also one signature
19 from 1967 that just appeared today that was not
20 produced previously.

21 THE COURT: And that's the surprise?

22 MR. EVANS: That's part of the surprise. I
23 didn't even know if she was going to have an expert
24 today until I got to court. She told me she was going
25 to line one up.

1 THE COURT: I'm going to allow her to call
2 it.

3 Sir, come on up.

4 JEFFREY TAYLOR, having been duly sworn to
5 tell the truth, the whole truth, and nothing but the
6 truth, was examined and testified as follows.

7 THE COURT: Thank you, sir. Give us your
8 full name and address for the record.

9 WITNESS: Jeffrey Taylor, 3820 Bon-Rea Drive,
10 Charlotte, North Carolina, 28230.

11 THE COURT: 28230?

12 WITNESS: 226. I'm sorry.

13 THE COURT: Jeffrey S. Taylor?

14 WITNESS: Yes.

15 DIRECT EXAMINATION

16 BY MS. COCKRILL:

17 Q. Okay. Mr. Taylor, what is your occupation
18 and where are you employed?

19 A. I'm a forensic document examiner. I work
20 with Charlotte-Mecklenburg Police Department Crime Lab
21 as well as in a civil practice.

22 Q. What are the natures of your duties?

23 A. Examine any document when there's a question
24 about its origin or its authenticity. More often than
25 not, this has to do with handwriting examination.

1 Q. What type of study and preparation have you
2 done for this work?

3 MR. EVANS: Your Honor, we stipulate his
4 credentials and qualifications.

5 THE COURT: All right. Very good.

6 MS. COCKRILL: I'm going to offer him up as
7 an expert.

8 THE COURT: I'm assuming you have testified
9 before?

10 WITNESS: Yes, sir.

11 THE COURT: As an expert?

12 WITNESS: Yes.

13 THE COURT: Handwriting analysis, is that the
14 area that you offer him in?

15 MS. COCKRILL: You are correct, Your Honor.

16 THE COURT: And he's so qualified, Mr. Evans?

17 MR. EVANS: Yes, Your Honor.

18 THE COURT: Very good.

19 BY MS. COCKRILL:

20 Q. Mr. Taylor, since most of us are unfamiliar
21 with the field of handwriting identification, would
22 you briefly explain some of the theories and
23 principals involved?

24 A. It's a fundamental principal of handwriting
25 identification that no two people write exactly alike.

1 Because of this, identifications are based upon
2 personal writing characteristics found in our writing.

3 These begin to appear in our writing when we
4 first learn to write based on our own individual level
5 of skill or coordination.

6 Through practice and repetition, we eventually
7 don't concentrate on the movement of the pen and the
8 hand is guided by these habits that have been formed,
9 these personal writing characteristics.

10 We know that no two people write exactly alike.
11 It's also true that no one person writes precisely the
12 same way twice. In repeated signatures, you're always
13 going to see some variation from one signature to the
14 next simply because the human hand lacks machine-like
15 precision.

16 Now, handwriting identifications can be made or
17 eliminations can be made based on the personal writing
18 characteristics found within the writing. If there
19 exists between two bodies of writing a significant
20 amount of individual characteristics in agreement with
21 no basic differences, you can identify the two bodies
22 apart.

23 Q. All right. Are you always able to reach a
24 definite conclusion as to whether or not two writings
25 were prepared by the same person?

1 A. No, I am not.

2 Q. What are some of the factors that prevent you
3 from reaching a definite conclusion?

4 A. In this case, enough known writing for
5 comparison, contemporaneous standards, as well as
6 photocopy nature of some of the items that I received.

7 Q. Do you mind explaining the terminology you
8 used to express the gradations of opinions when those
9 opinions are less than definite?

10 A. Yes. I use a nine point scale. You examine
11 usually the questioned first to determine whether or
12 not it contains enough personal writing
13 characteristics for identification and whether or not
14 it's naturally executed and then you compare the known
15 and do the same thing.

16 And then you compare the two, the different
17 writing characteristics found in each body of writing,
18 and you either head towards an elimination or head
19 towards an identification.

20 And sometimes based on the two bodies of writing,
21 you say you could not determine. But the nine point
22 scale has could not determine, indications that the
23 author wrote it, probably wrote the material in
24 question, strong probability that the material in
25 question was written by the individual submitted, and

1 then there's the identification.

2 And as we have those gradations of opinion going
3 towards identification, we have the same level going
4 towards elimination of the author.

5 Q. I'm going to hand you what we marked as
6 Exhibit 1. I think I was the plaintiff when we first
7 marked these.

8 (Plaintiff's Exhibit Number 1 was admitted
9 into evidence.)

10 THE COURT: You're still the plaintiff. I
11 got them. Originals are right here.

12 BY MS. COCKRILL:

13 Q. We're going to hand you the report.

14 A. Yeah. That's my report.

15 Q. Have you seen these documents?

16 A. Yes, I have.

17 Q. And for what purpose?

18 A. Well, I prepared the report. This is not a
19 signed copy of it.

20 THE COURT: I've got the original.

21 MS. COCKRILL: Would you mind if I
22 approached, Your Honor?

23 THE COURT: Go ahead.

24 MS. COCKRILL: Thank you.

25 THE COURT: Give him the original and give me

1 the copy.

2 A. Yes, this is the original report I prepared
3 in the case along with the known and questioned
4 material submitted for examination.

5 Q. Okay.

6 A. I received the questioned and majority of the
7 known from Mr. Dawson on 1/16/21 at his office.

8 Q. Can you expand on that?

9 A. Mickey was of ill health, and I had been
10 working with him for 15, 20 years looking at --
11 technically reviewing some of his case work over the
12 years. And anyway, we were --

13 THE COURT: The Court was familiar with
14 Mr. Dawson. He testified a few times here. I used
15 him as an expert when I practiced law.

16 A. He was a good friend. I met with him because
17 his health was failing him and he needed somebody to
18 take over his case log.

19 Q. As a result of the comparison, did you form
20 any conclusions?

21 A. Yes, I did.

22 Q. And what's that conclusion?

23 A. I determined that Estelle White probably did
24 not prepare the two signatures in question.

25 Q. And why is that?

1 A. There is differences that exist between the
2 two bodies of writing with little to no similarities
3 in the individual characteristics. The qualification
4 is due in part to the photocopy nature of the
5 questioned material mainly, as well as lack of
6 contemporaneous standards.

7 The two questioned items were executed in 2007,
8 and my exhibits span that timeframe, but there's none
9 from on or about the same day.

10 Q. Okay. During the course of your work, did
11 you prepare or have prepared photographic exhibits?

12 A. Yes.

13 Q. Will these photographs aid in explaining the
14 basis for your opinion?

15 A. Yes.

16 Q. You produced them?

17 A. Here is four if that helps. Uh-huh. Okay.

18 MS. COCKRILL: Your Honor, I believe you have
19 copies.

20 THE COURT: I do.

21 BY MS. COCKRILL:

22 Q. Mr. Taylor, using the photographs, will you
23 please explain what that represents and demonstrate to
24 the Court?

25 A. Yes.

1 Q. And then tell us some of the evidence you
2 considered in reaching the conclusion you stated.

3 A. Okay. So just to explain the chart and how
4 it was put together, under the caption "questioned,"
5 there's the two signatures or at least photographic
6 enlargement of the two signatures found in the
7 questioned material.

8 And under the caption "known," there's a
9 photograph enlargement of the signature submitted to
10 me for examination. At the very bottom, there's a
11 scale, and that was one inch. All of this was
12 enlarged, so everything was enlarged the same amount.

13 I mentioned earlier that we base this on
14 individual characteristics found in writing, and I
15 also mentioned variation found in writing.

16 Under the caption "questioned," you can see those
17 two signatures are very, very similar to one another.
18 They vary very little. There is some variation found
19 between the two bodies of writing but there's not
20 nearly as what you found under the caption "known."

21 Estelle White, she varied her writing
22 significantly. Something else you'll notice under the
23 questioned material is that the baseline, the printed
24 baseline, the author of those two signatures follows
25 it very closely.

1 Ms. White did not do that. Under the caption
2 "known," if you look at each one of those
3 signatures -- and they span -- I think '67 was the
4 oldest and 2011 I think was the most recent, and not
5 one of those rests upon that baseline.

6 And then looking at some other individual
7 characteristics, if you look at the beginning of the
8 E, it points down towards about six o'clock on the
9 dial. Ms. White starts hers at about nine o'clock on
10 the dial. It's off to the left side of the upper
11 portion. That's a difference found between the known
12 and the questioned material.

13 If you look at the T crossings under the caption
14 "question" for both Estelle and White, you'll see
15 they're low on that letter. Number one, you get four
16 complete T crossings for both names, and then if you
17 look below, Ms. White doesn't always give a T
18 crossing, but when she does, it's at the very top of
19 the letter. That's a significant difference between
20 the two bodies of writing.

21 Something else you'll notice is the approach to
22 the W. It's an underhand approach that comes down
23 from the baseline of the writing. If you look at the
24 known writing, it's more of a loop formation, an
25 overhand formation. Just completely different

1 characteristics.

2 Something else you'll notice under the caption
3 questioned, that H starts very high on the letter with
4 a pen lift between the W and the H. When there's a
5 pen lift between the W and H, even when there is, with
6 Ms. White's known handwriting, it starts very low on
7 that letter and the W is taller than the H when in
8 fact Ms. White usually has her H taller than the W.

9 Finally, just drawing your attention to the
10 terminal E under the caption questioned, it points up
11 towards about one o'clock where it finishes and then
12 down. With Ms. White's handwriting, usually finishes
13 over towards three o'clock all the way down to six
14 o'clock.

15 There's significant differences between these two
16 bodies of writing with very little similarities, and
17 that's the reason for my conclusion of probable.
18 That, and the fact that I don't have a lot of writing,
19 there's no real good contemporaneous writing and we're
20 dealing with photocopies.

21 Q. You just testified that you had known Mickey
22 Dawson personally and that you assumed some of his
23 files, correct?

24 A. Yes.

25 Q. Okay. We've marked the forensic document

1 examiner Marvin H. Dawson, Jr. a report that was done
2 during his lifetime.

3 MS. COCKRILL: Do you have any objections to
4 this?

5 MR. EVANS: No. I mean, I think you told me
6 that he reviewed it as part of his opinion; is that
7 correct?

8 MS. COCKRILL: Not as part of his opinion,
9 but he is aware of this.

10 (Plaintiff's Exhibit Number 7 was admitted
11 into evidence.)

12 BY MS. COCKRILL:

13 Q. What's this document that I just presented to
14 you?

15 A. Report prepared by Mickey H. Dawson dated May
16 4, 2020.

17 Q. Okay. What's the conclusion on this report?

18 A. Mickey Dawson said he was certain that
19 Ms. White did not write her own name appearing in
20 those two documents.

21 Q. And the conclusion on your report was what?

22 A. Probably did not write.

23 Q. What's the difference between the two?

24 A. I was a little more conservative.

25 Q. You were more conservative than the original

1 produced. Why is that?

2 A. I had misgivings about the known writing.
3 That was my biggest issue. That, and the photocopy
4 nature of them. He's not alive for me to have a
5 conversation with him, either.

6 Q. I know. What would have given you the
7 confidence to opine as Mr. Dawson opined?

8 A. Probably more known writing. Actually, I
9 can't say definitely. I think an original document
10 would help a lot as well. The original deed would
11 greatly improve the examination process.

12 Q. Okay. Okay. I have --

13 A. There's some line quality issues with those
14 two signatures. I think there's attention to drawing
15 them, writing them.

16 MS. COCKRILL: I have no further questions.

17 CROSS EXAMINATION

18 BY MR. EVANS:

19 Q. I represent Richard Brown and Sharon Brown in
20 this case. On this attachment to your report that has
21 these questioned and known signatures, could you
22 please correspond the five allegedly known signatures
23 with your nonexhibits on your report, page 1?

24 A. Yes.

25 Q. Which is which?

1 A. Yes. The very bottom one would be an
2 affidavit dated general power of attorney dated 27th
3 of December, 2011. Moving up from that would be a
4 one-page application for registration dated October
5 18, 1967. And the next one would be the last will and
6 testament of Estelle White and that was dated
7 September 13th, 1978.

8 And then I believe the next one is the five page
9 power of attorney and then we would have the four page
10 South Carolina County of Charleston general power of
11 attorney would be the top one.

12 THE COURT: All right. You confused me.
13 Because me there's a reference to a deed, a quitclaim
14 deed. Three of these are in December of '11, but you
15 started out with a POA. So I came up with -- I'm
16 sorry. Maybe that's correct. Hold on. '67 and '78
17 and then you had three from 2011, right?

18 WITNESS: Yes, that's correct.

19 THE COURT: So which would have been the
20 quitclaim deed is my question to you.

21 WITNESS: That would have been December 13,
22 2011.

23 THE COURT: Which of the --

24 WITNESS: Three-page quitclaim deed.

25 THE COURT: Right, but which of these

1 signatures?

2 WITNESS: The very top one.

3 THE COURT: Very top. Okay. Got it. Okay.

4 THE COURT: All right.

5 BY MR. EVANS:

6 Q. Sir, looking at these five allegedly known
7 samples that this is major differences in these
8 signatures, aren't they?

9 A. There's significant variation in the writing
10 that's not found in the questioned writing.

11 Q. But that's -- well, the questioned writings
12 were both done on the same day. Your samples cover
13 from 1967 to 2011, right?

14 A. Well, three of them are from December 2011.

15 Q. And the three from 2011, did you review any
16 medical records to give your opinion today?

17 A. No.

18 Q. Okay. Do you know whether or not this lady
19 had dementia in 2011?

20 A. I do not.

21 Q. Okay. If a person has dementia, that would
22 seriously affect --

23 A. It can, yes.

24 Q. -- their signature, right?

25 A. It can, yes. And there's significant

1 difference between the bottom signature which is 2011
2 and the top two.

3 Q. A person with dementia could definitely
4 explain that, correct?

5 A. Yes.

6 Q. And that would be part of the reason why
7 you're not giving the strongest opinion by any means
8 that you could here in court today, right, as far as
9 gradations?

10 A. The reason is lack of contemporaneous
11 standards.

12 Q. Okay. Now, I'm just looking at these samples
13 that you have here of known writing. And the three
14 from 2011, you know, they are just off the chart. The
15 second one, you know, the W and the White doesn't even
16 look like a W. I don't know what that letter is. You
17 see that?

18 A. I do. But if you look down at the one from
19 1978 and '67, there's still consistency between
20 especially the top two and those two, yet the skill
21 level of those two is not quite to what you get in the
22 questioned material.

23 Q. And on three out of the five, there's an E on
24 Estelle White at the end but on two of them there's
25 not, correct?

1 A. Correct.

2 Q. And on the first one, which was the deed,
3 doesn't that look like that M got added after she
4 wrote her signature?

5 A. Looks very consistent with the third one
6 down, yes.

7 Q. And if you look at the first three samples,
8 the Ms all look totally different, don't they?

9 A. I think the first one is consistent with the
10 third one.

11 Q. Well, the first one looks like it's got two
12 upward ridges in it, and the third one looks like it's
13 got three.

14 A. It finishes up, and the first one finishes up
15 towards the W in White.

16 Q. And then on the third signature, there's no E
17 on the end of Estelle White.

18 A. Correct.

19 Q. The fourth one, the S is different than any
20 of the other S's. There's a loop in the S.

21 A. Yes. That's the one from '68.

22 Q. All right.

23 A. Like I said, there's a lot of variation
24 between the known writing that doesn't not exist in
25 the questioned material.

1 Q. The fourth one also only has one L in her
2 name Estelle. All the others have two, right?

3 A. I would agree.

4 Q. Okay. Now, would you agree, sir, that the
5 most important things you need to give an opinion are
6 a sufficient number of samples that are
7 contemporaneous and also contemporaneous samples?

8 A. That is helpful, yes.

9 Q. And if you exclude the 3/2011 December
10 signatures that look really bad at a time when her
11 medical records say within a year of that that she had
12 chronic dementia, can you really use those as a basis
13 to give a handwriting opinion?

14 A. They were submitted as known writings, so
15 certainly.

16 Q. I understand that. But if you were told when
17 you were asked for opinion that she had dementia on
18 those 3/2011 signatures, would you have used them as a
19 basis for an opinion?

20 A. Absolutely.

21 Q. Because those three signatures in 2011 are
22 almost five years after the exhibit you were asked to
23 question, the deed. That's the closest you got is
24 almost five years after the 2007 deed, correct?

25 A. That's correct.

1 Q. And so you're saying three signatures almost
2 five years after this deed with the lady with dementia
3 is a basis for you to give an opinion today?

4 A. That, and the one from 1968 and one from
5 1978.

6 Q. Okay. If all you've got are signatures from
7 1967 and 1978 and those two don't look the same, could
8 you come in here today and give an opinion based on
9 signatures from 1978 and 1967?

10 A. I think Ms. White probably did not sign her
11 name under the caption questioned, so yes.

12 Q. So you're saying that if the closest document
13 you have is almost 30 years difference in time that
14 you can come in this court and give an opinion that
15 probably the same person signed it?

16 A. In this case with the evidence that I have,
17 Estelle White probably did not sign her name.

18 Q. And as far as the 1978 will, you're aware
19 there's nobody alive that allegedly witnessed that
20 document, correct?

21 A. I am not aware of any background information
22 in this case.

23 Q. And you have already testified that there's
24 lots of weaknesses in this material that you were
25 asked to review, correct?

1 A. I wouldn't call it -- it's what we have.

2 Q. Okay. There's no good contemporaneous
3 writing you said, right?

4 A. There are none, yes, that I'm aware of.

5 Q. You got photocopies, right?

6 A. That's correct.

7 Q. So you had, quote, "known misgivings" about
8 the samples you were provided?

9 A. The samples had limitations.

10 Q. Okay. And finally you mentioned Mr. Dawson.
11 The last thing he said in his report is he gave his
12 report and says he's requested that he receive known
13 samples of this lady's writing around, quote, "the
14 date of the documents in question," correct?

15 A. Yes.

16 Q. And you never got those, did you?

17 A. No.

18 MR. EVANS: That's all I have.

19 REDIRECT EXAMINATION

20 BY MS. COCKRILL:

21 Q. How many years have you been serving as a
22 handwriting expert?

23 A. I have been in the occupation for 33 years.

24 Q. How many times have you testified at a trial?

25 A. This is 64.

1 Q. Would a layperson be able to give the same
2 critique of these estimates as an expert would?

3 A. I hope not.

4 Q. Otherwise, why do we have experts?

5 A. That's correct.

6 Q. So me picking it apart and saying that
7 doesn't look good to me, would you give any weight to
8 my opinion?

9 A. A little. With genuine specimens, laypeople
10 are almost as good as experts. We have been tested
11 versus layperson. There's been about five or six
12 different published research projects on that.

13 And when it comes to not genuine signatures,
14 that's where we depart the most. That's where experts
15 excel significantly more.

16 Cases like this where you've got a nongenuine --
17 in my opinion probably not prepared by the author,
18 that's where we tend to do a little bit better
19 significantly.

20 MS. COCKRILL: Okay. Nothing further. Thank
21 you.

22 THE COURT: And so your preference would have
23 been to be able to have Ms. Estelle White sit down
24 with you and write out her signature multiple times so
25 you could compare it to the questioned document, but

1 the fact she's long dead makes that impossible; does
2 it not?

3 WITNESS: Yeah.

4 THE COURT: And is that a large basis for
5 your qualified opinion?

6 WITNESS: That's it.

7 THE COURT: All right.

8 Can Mr. Taylor be excused?

9 Thank you, sir. Happy to have you in
10 Charleston, but you might want to get back home.

11 All right. Might pick up a few clients on
12 the road. Thank you for coming. Thank you. All
13 right.

14 It's a quarter to one. I usually break
15 between 12:30 and 1:00. This may be a good time to
16 break for lunch. Mr. Evans, we'll stay in your case.

17 (Recess from 12:47 to 2:05 p.m.)

18 THE COURT: So I think we're still in
19 Mr. Evans' case. Mr. Evans?

20 MR. EVANS: Thank you, Your Honor. We call
21 Ms. Sylvia Valez.

22 MS. COCKRILL: Your Honor. I'm sorry. We
23 would request or move to have these witnesses
24 sequestered. Because of the detail of their
25 testimony, we would like it to all be independent and

1 not for them to hear what each other's story is.

2 MR. EVANS: No problem there.

3 THE COURT: So you wanted to call Ms. Sylvia
4 first. And the other two ladies, if y'all would
5 secrete yourself into the hallway. Y'all just go down
6 the hall. There should be a place you can sit down
7 the hall. We'll call you hopefully very soon. Thank
8 you.

9 Okay. All right, ma'am. If you would, raise
10 your right hand for me, please.

11 SYLVIA VELEZ, having been duly sworn to tell
12 the truth, the whole truth, and nothing but the truth,
13 was examined and testified as follows.

14 THE COURT: Thank you, ma'am. Please have a
15 seat and give me your full name and address.

16 WITNESS: Sylvia Velez, V-E-L-E-Z.

17 THE COURT: Okay.

18 WITNESS: 124 Crossswatch Drive, Ladson,
19 South Carolina, 29456.

20 DIRECT EXAMINATION

21 BY MR. EVANS:

22 Q. All right. Ms. Velez, where do you work?

23 A. I'm a domestic housewife.

24 Q. Okay. All right. And is that mainly --

25 A. That's all I do. I just put a title on

1 staying at home.

2 THE COURT: That's mostly at home, right?

3 WITNESS: Right.

4 BY MR. EVANS:

5 Q. That's plenty.

6 A. We deserve a title, trust me.

7 Q. Ms. Velez, I want to show you our Exhibit 3,
8 which is the deed from Estelle White to Richard Brown
9 and Sharon Brown.

10 A. Uh-huh.

11 Q. I want to ask you is that your signature
12 there on page 2?

13 A. Yes, it is.

14 Q. Okay. And you signed this deed as a witness?

15 A. Yes.

16 Q. How did you originally get involved in being
17 asked to be a witness?

18 A. Well, Sharon was my insurance agent, and she
19 came by one day and said her and Richard was offered
20 some land and asked me if I would do it for her. I
21 have nothing to do, so, yeah.

22 Q. Did you know the other witness or the notary?

23 A. No, sir.

24 Q. Okay. And where was this deed signed?

25 A. Either Wadmalaw or Johns Island, one of them

1 two islands.

2 Q. Was it signed in somebody's house?

3 A. At a house, yes.

4 Q. Do you know?

5 A. Estelle White's house.

6 Q. And how did you get there to the house?

7 A. Sharon came and picked me up. We went to
8 pick Iwana up and we went and met Ms. Frasier.

9 Q. Okay. And where did you meet her?

10 A. At Piggly Wiggly.

11 Q. Okay. Do you remember where that Piggly
12 Wiggly is located?

13 A. Privot-somewhere.

14 Q. All right. And whose car did you ride in
15 from the Piggly Wiggly to Ms. White's house?

16 A. We rode in Ms. Frasier's car.

17 Q. Okay. The notary?

18 A. The notary, yeah.

19 Q. Okay. When y'all got to Ms. White's house,
20 where was she?

21 A. Ms. White was like standing in the door, you
22 know, the doorway of her porch.

23 Q. Okay. And what happened then when y'all got
24 to the house?

25 A. Sharon introduced us to her. We went inside.

1 Ms. Frasier took the paper and was reading the paper.
2 Asked if we understood. We sign it. And then . . .

3 Q. Okay. Did Sharon Brown go inside the house
4 with y'all?

5 A. No. Sharon was the getaway car outside.

6 Q. All right. To your knowledge, did Estelle
7 White know what she was signing?

8 A. I mean, to my knowledge, yeah.

9 Q. Okay. And did you witness her signing the
10 deed?

11 A. Yes, sir.

12 Q. And did you then sign the deed as a witness
13 to her signing it?

14 A. Uh-huh.

15 Q. Do you remember about how old Ms. Estelle
16 was? Any idea?

17 A. I have no idea, but I knew she was old. But
18 she wasn't like down old, but she was a spunky old
19 lady.

20 Q. Did she seem sick or ill?

21 A. No. She laugh and talk with us. No.

22 Q. I'd like to show you some pictures, Exhibit 4
23 of ours. Ask you to take a look at that.

24 A. Yeah. That's the lady right there.

25 Q. Is Ms. Estelle in that picture?

1 A. Yeah.

2 Q. And is she in all three of the pictures?

3 A. Yeah.

4 Q. And is that the lady you saw sign the deed?

5 A. Yes, sir.

6 MR. EVANS: That's all I've got. Please
7 answer any questions from Ms. Cockrill.

8 CROSS EXAMINATION

9 BY MS. COCKRILL:

10 Q. When you arrived at the house, was
11 Ms. Estelle outside the house or inside the house?

12 A. She was standing in her doorway.

13 Q. Did Sharon go inside the house?

14 A. No. Sharon brought us to the door and
15 introduced us to her.

16 Q. Okay.

17 A. And we went inside.

18 Q. She didn't walk in the house?

19 A. No.

20 Q. Okay. In your deposition that was taken on
21 August 29th, 2019, when asked where was Estelle White
22 when y'all arrived at the house, your answer was:
23 When we pulled up, it was early. She was on the
24 porch. Sharon walked with us, introduced us, went to
25 her, took us in the house.

1 A. Sharon did not go in the house. Ms. White
2 was standing in her doorway. Sharon came up on the
3 porch, introduced us. And we went in the house; she
4 went in the car.

5 Q. Okay. You further say: Sharon went back
6 outside.

7 So was she in the house or out of the house?

8 A. There's a porch, okay. You can walk on the
9 porch and walk outside, walk on the ground. That's
10 what I'm saying.

11 Q. Okay. Did Ms. Estelle produce any
12 identification?

13 A. I know when Ms. Frasier was reading the paper
14 and everything to us, I mean, I don't know if she pull
15 out her ID or anything, but I know she was there. She
16 said she understood everything. She signed it.

17 Q. Did Ms. Estelle read the deed or it was read
18 to her?

19 A. No, Ms. Frasier.

20 Q. So she did not read this document? Was
21 Richard present?

22 A. No.

23 Q. You didn't see him inside the house?

24 A. No.

25 Q. Okay. What time of day did you go to the

1 house?

2 A. It was early morning, like about a little
3 after 9:00, 9:30, something like that. Might be a
4 little later than that. I'm not sure.

5 Q. Okay. How long were you there?

6 A. About 10, 15 minutes.

7 Q. Okay. Had you ever met Estelle White before?

8 A. No.

9 Q. How did you know it was her?

10 A. I mean, I had no reason to doubt we was going
11 to somebody else's house. She said we were going to
12 Ms. White' house. So I assume whoever house we went
13 to, it was Ms. White.

14 Q. Was it explained to you what the purpose of
15 being a witness to a legal document is?

16 A. I don't get it. How you mean?

17 Q. Did anyone explain to you that you are
18 witnessing this signature and what you're
19 acknowledging is that the signature of the maker is
20 the person signing it?

21 A. Yeah.

22 Q. How could you prove it was her, though?

23 A. Ms. Frasier was explaining everything to us.
24 When we got with Sharon, we was told that we was going
25 to Ms. White house to sign a deed. I had no other

1 reason to believe that we are going to a fake person
2 house or somebody else house. I just knew we was
3 going to Ms. White house.

4 Q. But you can't say for certain that you were
5 actually in front of Ms. White?

6 A. You're not listening to what I'm saying to
7 you.

8 Q. I hear you.

9 A. Okay.

10 Q. But for certain, you cannot say that you were
11 in front of Ms. White?

12 A. I can.

13 Q. You can?

14 A. I truly believe that we was going to see
15 Ms. White, and the lady who we saw was Ms. White. I
16 had no reason to believe it wasn't her.

17 Q. But no identification was given to you?

18 A. Again, I had no belief to believe that
19 whoever we saw was somebody different. We was told
20 that we was going to see Richard's auntie, and that's
21 exactly who I believe it was. I had no reason to
22 believe it was somebody else.

23 Q. Okay. What color was the house?

24 A. Oh, my God. I don't know.

25 Q. What was the trim on the windows?

1 A. That time of the morning, listen, I didn't go
2 there for none of that. We went to sign the deed. I
3 didn't think anything.

4 Q. When you got to the house, where did you go?
5 Were you greeted in a formal living room or kitchen or
6 bedroom?

7 A. It was like a living room with a table.

8 Q. Okay. Did she use a cane?

9 A. No.

10 Q. Did she have glasses on?

11 A. When we came in -- when we walked in, she
12 didn't have no glasses on, no.

13 Q. Did she -- you just testified that she didn't
14 read the document.

15 A. I said Ms. Frasier read the documents.

16 Q. Okay. The exhibit that Attorney Evans just
17 had you look at, the deed, the one with your signature
18 on it, whose marking is this, the X next to Estelle
19 White?

20 A. I have no idea. All I know is I signed my
21 name. I didn't see no X. This is my name right here,
22 and that's all I did, signing my name.

23 Q. Did you watch Ms. Estelle sign this document?

24 A. I stood there, yes, but I didn't look at the
25 paper to see if there was an X there or anything. I

1 wasn't there for that.

2 Q. Do you recall her signing this affidavit, the
3 last page on this deed? Did you see her sign two
4 things or one thing?

5 A. If all this was a part of it, we stood there.

6 Q. And so you saw her sign two separate pieces
7 of paper?

8 A. I know she signed. If it was two different
9 paper, I didn't --

10 Q. You don't remember what you saw?

11 A. I was so busy paying attention if something
12 was going to go on and we have to get out of the
13 house, because it was told a lot of craziness was
14 going on. That's why Sharon stood outside.

15 Q. Did you get paid for this?

16 A. Paid for what?

17 Q. To be a witness.

18 A. This been going on almost 16 years. I was
19 surprised this was still going on. My hair already
20 turned gray since that happened. I had no idea they
21 were still in court.

22 Q. Paid to be a witness to this deed at the
23 time. Did Sharon give you money?

24 A. No.

25 Q. No? Okay.

1 A. No.

2 MS. COCKRILL: No further questions.

3 REDIRECT EXAMINATION

4 BY MR. EVANS:

5 Q. Just to make sure, the pictures I showed you,
6 Ms. Velez, that's the lady you saw sign the deed when
7 you went to the house?

8 A. Yes, that's the lady.

9 MR. EVANS: Thank you.

10 THE COURT: It appears to be the same person,
11 right?

12 WITNESS: Yes, sir.

13 THE COURT: And when you signed as the
14 witness, was that X there or was it not there? Or you
15 just did not --

16 WITNESS: I didn't pay attention. When she
17 said sign, I signed.

18 THE COURT: But you didn't put the X mark,
19 just your signature?

20 WITNESS: Just my signature.

21 THE COURT: All right. Thank you very much.
22 You may step down.

23 MR. EVANS: Thank you.

24 We'll call Iwana Gadsden.

25 THE COURT: Good afternoon, Ms. Gadsden.

1 IWANA GADSDEN, having been duly sworn to tell
2 the truth, the whole truth, and nothing but the truth,
3 was examined and testified as follows:

4 THE COURT: Thank you, ma'am. Please have a
5 seat. Give me your full name and address, please.

6 WITNESS: Iwana Gaye McCain Gadsden, 7732
7 Warsaw Road, Number 104, North Charleston, South
8 Carolina 29418.

9 THE COURT: Okay. Thank you, ma'am.

10 DIRECT EXAMINATION

11 BY MR. EVANS:

12 Q. Ms. Gadsden, where do you work?

13 A. So now I work at USC in Columbia.

14 Q. What do you do there?

15 A. I work in the integrated information
16 technology department as a student services program
17 coordinator and also an instructor for U101.

18 Q. Okay. And do you remember when your
19 deposition was taken back in 2019?

20 A. Yes.

21 Q. Where were you working at that time?

22 A. At The Citadel.

23 Q. And what were you doing there?

24 A. I worked as the coordinator in undergraduate
25 research and grants, and I also taught a course.

1 Q. Okay. Is that deed still up there? Can you
2 take a look at the deed right here? On page 2 of that
3 deed, did you sign as a witness?

4 A. Yes, I did.

5 Q. Okay. And do you remember where this signing
6 took place roughly?

7 A. At Ms. White house.

8 Q. Okay. And do you know where that's located
9 roughly?

10 A. On Wadmalaw Island.

11 Q. Okay. And when the deed was signed -- well,
12 let me ask you this. How did you get involved to be a
13 witness on this deed?

14 A. Through Sharon Brown.

15 Q. Okay. And how did you know her?

16 A. I met her a long time ago taking classes at a
17 business college.

18 Q. Okay. Did you know the other witness or the
19 notary?

20 A. I only knew them through Sharon.

21 Q. Okay. And how did y'all get to the house?

22 A. I was picked up and then we drove. It was
23 kind of just a series of picking up and then we met
24 out at the Piggly Wiggly at Wadmalaw and then drove to
25 the house together.

1 Q. And who picked you up?

2 A. Sharon.

3 Q. Okay. Sharon Brown?

4 A. Yes.

5 Q. All right. And at the Piggly Wiggly, you
6 said you met who there at the Piggly Wiggly?

7 A. Ms. Frasier.

8 Q. And then from the Piggly Wiggly to the house,
9 who drove?

10 A. Ms. Frasier.

11 Q. When y'all got to the house, did Sharon come
12 inside the house with y'all?

13 A. Briefly. Just introduced us and then she
14 left.

15 Q. Okay. Where was Ms. White when y'all got to
16 her house?

17 A. She was pretty much like right at the front
18 door.

19 Q. Okay. And do you remember where in the house
20 the deed was signed?

21 A. Like kind of right there in the front room.

22 Q. Okay. And was it signed on any piece of
23 furniture?

24 A. Table. There was a table.

25 Q. Did anyone explain the deed to Ms. White?

1 A. Yes.

2 Q. Who did that?

3 A. That was Ms. Frasier.

4 Q. Did Ms. White understand to the best of your
5 knowledge what was going on with the deed?

6 A. Yes. As far as I know, yes.

7 Q. Was the property that was being transferred
8 by Ms. White to Richard Brown and Sharon Brown, was
9 that described to her while y'all were there?

10 A. I don't know like specifics or -- yeah.

11 Q. Did Ms. White indicate that she understood
12 what was going on with the transaction?

13 A. Yes.

14 Q. And did Ms. White sign the deed?

15 A. Yes.

16 Q. And that was in -- you saw that happen?

17 A. Yes.

18 Q. And then you signed -- did you sign the deed
19 as a witness?

20 A. Yes.

21 Q. Okay. And did the other witness and the
22 notary also sign the deed?

23 A. Yes.

24 Q. Okay. And after the two witnesses and the
25 notary signed the deed, what happened then?

1 A. Then we left.

2 Q. Okay.

3 A. It was over.

4 Q. There's copies of pictures. Is it still up
5 there? Can you take a look at that, please?

6 A. Uh-huh.

7 Q. On that Exhibit 4 you're looking at, is that
8 the lady who signed the deed?

9 A. Yes.

10 Q. And you witnessed her signature?

11 A. Yes.

12 MR. EVANS: Okay. Thank you. That's all I
13 have.

14 CROSS EXAMINATION

15 BY MS. COCKRILL:

16 Q. Ms. Gadsden, what time of day did you go to
17 this house?

18 A. It was like in the morning. I'd say for some
19 reason 9ish or after stands out.

20 Q. Okay. Now, when you arrived at the house,
21 who was there?

22 A. As far as I know, Ms. Estelle was the only
23 one there.

24 Q. Was Richard there, Richard Brown?

25 A. No.

1 Q. And so you all got out of the car, and then
2 what happened?

3 A. We went in.

4 Q. You went in? Sharon went in as well?

5 A. Introduced us and then she left.

6 Q. So she's inside the house and then left?

7 Okay. And did Ms. Estelle read the deed?

8 A. Did she what?

9 Q. Read it.

10 A. She didn't just read it. Ms. Frasier
11 explained everything to her and that was it.

12 Q. Okay.

13 A. Went over it with her.

14 Q. How long do you think approximately this
15 whole transaction took place from the moment you got
16 to the house with Sharon inside the house and when you
17 left?

18 A. About 15 minutes or so.

19 Q. Okay. You had your deposition taken on
20 August 29th, 2019, correct? When asked that question,
21 you said in response: I would say it was no longer
22 than five minutes.

23 So was it 15 minutes or 5 minutes?

24 A. I don't know. It wasn't that long. And I do
25 remember a 12 to 15 minute kind of time.

1 Q. This deed in question, you have a copy of it
2 in front of you. On the second page, there's an X.
3 Who made that X?

4 A. I don't know.

5 Q. You don't know?

6 A. No.

7 Q. In your deposition taken on August 29th,
8 2019, you said in response: There's an X mark on that
9 deed. Yes. Is that Ms. White's X mark? Your
10 response is yes.

11 So who put the X on that deed?

12 A. I'm just thinking it was the X probably from
13 Ms. Frasier put it on there for her to sign.

14 Q. Okay. Did you ask Ms. Estelle -- or have you
15 ever met Estelle White before?

16 A. No.

17 Q. Did you ask her for a photo ID?

18 A. No, I did not.

19 Q. Was one presented during this time?

20 A. Yes, there was.

21 Q. There was a photo ID presented?

22 A. Yes.

23 Q. What was it?

24 A. I don't know.

25 Q. A driver's license probably?

1 A. Looked like a South Carolina ID.

2 Q. Okay. Good. What was your impression about
3 what Ms. Estelle was giving away?

4 A. I don't know that I had an impression.

5 Q. Okay. So after the deed was signed 12, 15
6 minutes after you arrived, then what happened?

7 A. Then we left.

8 Q. You left. Okay. Who had the deed?

9 A. Ms. Frasier at that point.

10 Q. Okay. Do you remember that the deed was
11 given to Sharon in the car?

12 A. Yes. I believe I remember the hand-off.

13 MS. COCKRILL: Okay. No further questions.
14 Thank you.

15 MR. EVANS: Briefly, Your Honor, I would just
16 like to point out that when Ms. Cockrill was
17 questioning Ms. Gadsden, she represented that:
18 Ms. Gadsden -- and this is the brief testimony at her
19 deposition. Is that Ms. White's X mark? Yes. All
20 right. So she placed an X on the deed? I don't know
21 if she placed the X. I can't remember if she placed
22 that X or if Rose the notary placed it. I'm not -- so
23 that was her actual testimony in her deposition.

24 THE COURT: Was the X there when you signed;
25 do you recall?

1 WITNESS: I don't remember.

2 THE COURT: Okay. That wasn't where you were
3 signing?

4 WITNESS: No.

5 THE COURT: You just looked at where you sign
6 and you signed?

7 WITNESS: Right.

8 THE COURT: You signed on the second line?

9 WITNESS: Yes, sir.

10 THE COURT: Iwana Gadsden.

11 WITNESS: I-W-A-N-A.

12 THE COURT: Okay. I put that in right.

13 Okay. All right, Ms. Gadsden. Thank you, ma'am.

14 Don't have any further questions for you. Step down.

15 I'll ask you to go back to the bench and y'all send in

16 Ms. Frasier I guess. Okay.

17 Ms. Frasier, if you would.

18 ROSE FRASIER, having been duly sworn to tell
19 the truth, the whole truth, and nothing but the truth,
20 was examined and testified as follows:

21 THE COURT: Thank you, ma'am. Give me your
22 full name and address when you get comfortable over
23 there.

24 WITNESS: Rose Marie Frasier. 1541 Langston
25 Drive, Johns Island, South Carolina.

1 THE COURT: That's Johns Island?

2 WITNESS: Yes.

3 THE COURT: 29455.

4 WITNESS: Correct.

5 DIRECT EXAMINATION

6 BY MR. EVANS:

7 Q. Ms. Frasier, how far did you go in school?

8 A. I have a master's degree.

9 Q. Okay. In what?

10 A. In counseling.

11 Q. Okay. And where do you work?

12 A. I am the owner of All Year Tax and
13 Bookkeeping Service in North Charleston, South
14 Carolina.

15 Q. Okay. And is that deed still up there? Can
16 you please take a look at that deed? Exhibit 3. And
17 did you notarize that deed?

18 A. Yes, I did.

19 Q. Okay. And how did you become involved or who
20 asked you to be the notary on this deed?

21 A. Sharon Brown.

22 Q. Okay. And how long had you been a notary
23 roughly when this deed was notarized; do you remember?

24 A. Many years because I renewed several times.

25 Q. Okay. And how did you know Sharon Brown?

1 A. I met Sharon Brown at Charleston County
2 Schools. I'm a former school teacher.

3 Q. Okay. And how many years were you a teacher?

4 A. Thirteen years.

5 Q. And did she have a son or something that was
6 one of your students?

7 A. He was not my student. I was considered an
8 ED teacher, which I deal with a lot of behavior
9 problems.

10 And I think at the time, Lamar was a student at
11 Military Magnet and they had some kind of parent
12 conference. And one of the supervisors, who was my
13 supervisor for Charleston County, my name came up
14 because I was a real disciplinarian when it came to my
15 kids.

16 So they recommended me and then they called
17 over -- the supervisor called over and I think Sharon
18 said she knew me because Sharon used to sell insurance
19 in the schools. So that's how I knew Sharon.

20 Q. Okay. Thank you.

21 Ms. Frasier, what's the job of a notary as far as
22 the execution of a deed?

23 A. One of the first things is that I'm supposed
24 to make sure I verify some type of ID.

25 Q. Did you do that with Ms. White?

1 A. Yes, I did.

2 Q. Okay. And what was next?

3 A. And then I explained to her -- I glanced over
4 and I told her that this piece of paper was talking
5 about conveying some land to Richard Brown. And she
6 said, yeah, I know that.

7 Q. Okay. Did you see Ms. Estelle sign this
8 deed?

9 A. Yes, I did.

10 Q. And did you also see the two witness,
11 Ms. Velez and Ms. Gadsden sign as witnesses?

12 A. Yes.

13 Q. I want to ask you how did you get to
14 Ms. White's house?

15 A. Sharon and Sylvia and Iwana met me at the
16 Piggly Wiggly on Johns Island.

17 Q. And did y'all all ride in one car from there?

18 A. We all rode in one car down to Birds Nest.
19 That's what we call that today. To her house, yes.

20 Q. All right. Are you familiar with the
21 Wadmalaw area?

22 A. A little bit.

23 Q. Where was Ms. White when you got to the
24 house?

25 A. Ms. White was standing partially -- I say in

1 the door but then it could be on the porch. That's
2 where she was when we drove up.

3 Q. And do you remember what time of day it was
4 when y'all got to the house?

5 A. It was early morning. And I say early
6 morning because I'm normally at my job between 9:00
7 and 9:30. So we were at Ms. White house before that.

8 Q. Okay. When y'all went in to go over the
9 deed, who was in the house?

10 A. The only person that was in the house was
11 Sylvia, Iwana, and myself.

12 Q. And Ms. White was there, too?

13 A. And Ms. White.

14 Q. And where was Sharon?

15 A. Sharon was outside in the car.

16 Q. So do you believe Ms. White understood the
17 nature of the transaction that was going on with this
18 deed?

19 A. To my knowledge, yes.

20 Q. And after Ms. White signed the deed, what
21 happened to the deed?

22 A. I took the deed back to the car and I gave it
23 to Sharon.

24 Q. Did Ms. White give you any instructions for
25 Sharon about the deed?

1 A. She said something to the effect of just tell
2 Sharon to file it when I'm gone.

3 Q. And finally, I want you to look at -- is that
4 picture -- the three pictures still up there?

5 A. Yes.

6 Q. Exhibit 4?

7 A. Yes.

8 Q. Do you see Ms. White in those pictures?

9 A. Yes, I do.

10 MR. EVANS: Okay. That's all the questions I
11 have. Thank you.

12 CROSS EXAMINATION

13 BY MS. COCKRILL:

14 Q. How long were you in Ms. Estelle White's
15 house while she signed this deed?

16 A. Anywhere from 10 to 30 minutes.

17 Q. Okay. Did Ms. Estelle wear glasses while she
18 was signing this deed?

19 A. I don't remember.

20 Q. Did she have a cane when she met you outside?

21 A. I didn't see a cane, no.

22 Q. Did Sharon enter the house and was a part of
23 this?

24 A. No, she did not.

25 Q. She never stepped foot in the house?

1 A. No, she didn't.

2 Q. Now, was it explained to you why you would
3 need to go to this woman's house to sign a deed and
4 why she wasn't coming to a notary office or perhaps a
5 lawyer's office to sign this deed?

6 A. No. Okay. For me, when Sharon asked me to
7 go sign the deed, I asked -- I said okay. Because I
8 signed many, many deeds, many, many power of attorneys
9 at people's houses. So I didn't think anything
10 differently.

11 Q. Did you take a look at this document?

12 A. I glanced over the document.

13 Q. And being familiar as you just stated signing
14 many, many deeds, did you have any opinion about all
15 the blank spaces on this deed?

16 A. No, because I've seen all kinds. No.

17 Q. Even things of no property descriptions?

18 A. Like I said, I glanced. And I did not look
19 at it see if there's any errors in it, no.

20 Q. Did she tell you Ms. Estelle was not able to
21 travel? Is that why you went to her house?

22 A. She told me that she was an elderly lady.
23 And a lot of elderly people, I had gone to like I said
24 before.

25 Q. To the house. But you don't recall if she

1 said that she was unable to travel somewhere else?

2 A. I don't remember her telling me that.

3 Q. Okay. In the deposition that you had taken
4 on August 29th, 2019, you comment: The first time I
5 saw the document is when I picked Sharon up and the
6 other two ladies at the Piggly Wiggly on Johns Island.

7 And then you say: I saw the document. I vaguely
8 glanced over the document.

9 But then you said: And I asked her because she
10 said that this lady was home and was unable to travel.

11 A. Like I told you just now, I don't remember.

12 Q. Okay. You did ask -- did you ask for photo
13 ID?

14 A. I did ask for a photo ID.

15 Q. And do you remember what she produced?

16 A. No, I don't. I know she gave me a picture
17 ID, yes.

18 Q. Okay. What happened to the deed after it was
19 signed?

20 A. I took it back when we went out -- when
21 Ms. Velez -- well, when Sylvia, Iwana and myself left,
22 I gave it to Sharon when I got back in the car.

23 Q. Into the car, okay. Did you explain to
24 her -- just going over the deed prior to her actually
25 signing the deed, did you explain this document to

1 her?

2 A. I think I said before I just -- I told her
3 that it was conveying some kind of property to Richard
4 and Sharon Brown. That's what I told her.

5 Q. Did she understand that it was some property
6 or all the property?

7 A. All I know is that she was shaking her head
8 like she agreed.

9 Q. Okay. Did you hear Estelle White say to wait
10 to record the deed?

11 A. Yes. She did say tell Sharon, yes.

12 Q. And so you were the messenger on that?

13 A. On that particular part, yes.

14 Q. Okay. You told Sharon to wait to record the
15 deed?

16 A. Yes. That's what Ms. Estelle said to me.

17 Q. Okay. Do you remember what the house looked
18 like?

19 A. Ma'am, it's been so long ago.

20 Q. I know.

21 A. No.

22 MS. COCKRILL: Okay. No further questions.

23 THE COURT: Anything?

24 MR. EVANS: Your Honor, we don't have any
25 more witnesses.

1 THE COURT: Let me ask a question.

2 All right. If you would pull out that deed
3 in front of you, I just want to go over it with you.
4 I want to ask you what it looks like today versus what
5 it looked like the day you saw it.

6 First time you saw the deed was when
7 Ms. Sharon Brown presented it to you on the way to
8 Ms. White's house, correct?

9 WITNESS: Correct.

10 THE COURT: Okay. So when you look at the
11 face of the deed, it looks the same except there's
12 some handwriting in there.

13 Was that handwriting there at the time?

14 WITNESS: It wasn't.

15 THE COURT: Okay. All right. And over on
16 page 2 where the blanks are, the blank day of June,
17 the signature dates, those were all blank at the time?

18 WITNESS: Which date? Are we talking about
19 this page?

20 THE COURT: On page 2, yes, ma'am. Witness
21 my hand and seal this blank day of June in the year of
22 our Lord 2007.

23 WITNESS: Those are blank. I filled that in.

24 THE COURT: Okay. The 11th you filled in?

25 And then one of questions I've had is the X that was

1 on there, do you recall how that X was placed on the
2 deed?

3 WITNESS: I put the X there. I normally put
4 X where I have my people to sign.

5 THE COURT: Okay. To show them where to
6 sign?

7 WITNESS: Yes, sir.

8 THE COURT: And I noticed you signed in blue
9 but that X appears to be in black. I think I got the
10 original in my hands. It's in black on mine, and all
11 the other signings that you had were in blue. I
12 assume you had two pens?

13 WITNESS: I always carry two pens. But when
14 I do my signature, I usually do my signature in blue
15 because I'm a tax person and I usually sign the
16 originals in blue.

17 THE COURT: Okay. In blue ink so you can
18 tell. Okay.

19 And so you explained the document to
20 Ms. White. Did you explain to her what the property
21 was? Because if you read the property description,
22 there's an awful lot of blanks on page 1 as well.

23 WITNESS: All I told her was that this piece
24 of paper was conveying over property to Richard and
25 Sharon Brown. That's what I told her because that's

1 the only thing I knew.

2 THE COURT: Right. You didn't define what
3 the property was or how it was described because it
4 wasn't described very much.

5 WITNESS: Correct. I mean, I couldn't say
6 any of that because I didn't have it.

7 THE COURT: Okay.

8 WITNESS: I mean, I saw what the bottom said,
9 you know, the 20 acres of whatever. But I just --
10 that's all.

11 THE COURT: Okay. Did you tell her about the
12 20 acres and the 2.3 acres?

13 WITNESS: Yes. I know I mentioned the 20
14 acres.

15 THE COURT: Okay. All right. And the tax
16 map numbers. And then you would have put the X on
17 there. And then who was the first person to sign?

18 WITNESS: I believe Ms. Sylvia signed first.

19 THE COURT: Okay. Well, I would have
20 expected Ms. White to sign first. Did she sign or she
21 signed after?

22 WITNESS: She signed after.

23 THE COURT: Okay.

24 WITNESS: Sylvia signed and then Ms. White
25 signed and then I think Iwana. But I don't remember

1 the correct order, but I think that's what it is.

2 THE COURT: Okay. And who would have signed
3 last then?

4 WITNESS: I signed last.

5 THE COURT: Okay. Flip over to the next
6 page. Something called derivation clause that
7 somebody has typed. This is in a different font. Was
8 that with the document at the time?

9 WITNESS: I don't remember because I didn't
10 go past the signature page.

11 THE COURT: Okay. Well, then, go to the next
12 page. There's an affidavit.

13 WITNESS: Uh-huh.

14 THE COURT: And this is similar to the last
15 one. This has Ms. White's signature on it and yours.
16 So did you sign this document? Do you recall signing
17 this document?

18 WITNESS: Yes. That's my signature, yes.

19 THE COURT: Okay. All right. And it's dated
20 the same date?

21 WITNESS: June the 11th, yes.

22 THE COURT: And it's got some sort of either
23 star or X or something next to the signature line,
24 right?

25 WITNESS: Uh-huh.

1 THE COURT: Okay. And finally on the last
2 page, that's just a recorder's page. They attach that
3 to the deed once it gets recorded.

4 So does the reading of the deed reflect your
5 memory as to what date you would have been at
6 Ms. White's house?

7 WITNESS: Yes.

8 THE COURT: Okay. And that date was?

9 WITNESS: June the 11th, 2007.

10 THE COURT: And the recorder page you see in
11 the top right margin was when that was recorded,
12 right?

13 WITNESS: Uh-huh.

14 THE COURT: And what's that date?

15 WITNESS: September the 1st, 2016.

16 THE COURT: Okay. All right. So little over
17 nine years later.

18 After you handed the document to Sharon
19 Brown, did you ever see it again until I assume your
20 deposition was taken?

21 WITNESS: No, sir.

22 THE COURT: Okay. So you just had it in your
23 hands for maybe a total of an hour's time between the
24 drive over there and the drive back when you handed it
25 to Ms. Sharon Brown?

1 WITNESS: Yes.

2 THE COURT: Okay. That's all the questions I
3 have. If you have any follow-up, happy to hear it.

4 MR. EVANS: No, Your Honor.

5 RECROSS EXAMINATION

6 BY MS. COCKRILL:

7 Q. Just to clarify for the record, you had just
8 testified that you only signed the one signature page.
9 Did you see Ms. Estelle White sign this page or did
10 you do this after? Sometimes it happens after.

11 THE COURT: Talking about the affidavit?

12 Q. The affidavit page, the last page. Did
13 Ms. Estelle sign her name two times or one time?

14 A. I believe it was two times.

15 Q. Okay. Okay. And at the time, do you
16 remember this document being four pages or three
17 pages?

18 A. I don't remember how many pages.

19 MS. COCKRILL: Okay. No further questions.

20 THE COURT: Very good. Thank you very much.

21 MR. EVANS: No further witnesses, just legal
22 arguments on remaining issues.

23 THE COURT: Defense rests on the
24 counterclaim?

25 MR. EVANS: Correct.

1 THE COURT: All right. Very good.

2 MS. COCKRILL: We're going to call Ms. Janie
3 Mikell.

4 THE COURT: Good afternoon. Come on up.

5 JANIE MIKELL, having been duly sworn to tell
6 the truth, the whole truth, and nothing but the truth,
7 was examined and testified as follows.

8 THE COURT: Please have a seat. And then
9 when you get comfortable, give us your full name and
10 address for the record, please, ma'am.

11 WITNESS: Janie Mikell, 1907 Birds Nest Road,
12 Wadmalaw Island.

13 THE COURT: What's the zip down there?

14 WITNESS: 29487.

15 THE COURT: Thank you. Okay.

16 DIRECT EXAMINATION

17 BY MS. COCKRILL:

18 Q. Ms. Mikell, can you please state your date of
19 birth for the record?

20 A. October 9th, 1956.

21 Q. Great. And state your address for me just
22 one more time.

23 A. 1907 Birds Nest Road, Wadmalaw.

24 Q. Wadmalaw. How long have you been living at
25 1907 Birds Nest?

1 A. All my life until -- in 1978, '79, I was
2 living with Edward Mikell in Jersey City.

3 Q. Between '78 and '79, you were living with
4 Edward Mikell for one year outside of this 1907 Birds
5 Nest?

6 A. Yes, ma'am.

7 Q. So aside from that one year, you were at the
8 property at 1907 Birds Nest since the time you were
9 born?

10 A. Yes, ma'am.

11 Q. Great. Who did you reside with?

12 A. My mother.

13 Q. Your mother. What is your mother's
14 relationship to Estelle White?

15 A. My mother, Adelle Mikell, is Estelle White's
16 sister.

17 Q. So this would be your aunt?

18 A. Yes, ma'am.

19 Q. Great. Do you know when Estelle White took
20 ownership of the property in question that we're
21 talking about today?

22 A. 1955.

23 Q. And do you know how she got that property?

24 A. Her father, Roger Mikell, willed it to her.

25 Q. And there was a deed that was done and

1 recorded at the register of deed's office, correct?

2 A. Yes, ma'am.

3 Q. Okay. Do you know who paid the property
4 taxes on this parcel for Estelle White?

5 A. Estelle White.

6 Q. Estelle White, great. And who was living
7 with Estelle White from the time, let's say, 1980
8 until her passing? Did she have anybody living with
9 her?

10 A. At her house?

11 Q. Her home.

12 A. My brother, Louis Mikell.

13 Q. And how long was he living with her?

14 A. Until she moved and went with Edward.

15 Q. Okay. Why was it that he was staying with
16 Ms. Estelle, your brother Louis?

17 A. Because her husband died and then he went and
18 lived with Auntie.

19 Q. Okay. In 2007, can you just explain what a
20 typical day for Estelle White would have been like?

21 A. Edward Mikell would go over there at
22 breakfast. Auntie would leave at 9:00 until 3:30 and
23 go to daycare.

24 Q. And how did you know that?

25 A. Because my brother Edward was there.

1 Q. Did you reside on property owned by Estelle
2 White?

3 A. Yes, ma'am.

4 Q. So would it be correct to say that you were
5 able to see her property and the actions going on on
6 her land?

7 A. Yes, ma'am.

8 Q. You would have known who's coming in and out
9 of that house?

10 A. Yes, ma'am.

11 Q. Okay. In 2007, are you able to describe to
12 us a little bit about what Estelle's house looked
13 like?

14 A. She has a driveway that go up to the door.
15 There's three steps in the house. Go up into the
16 porch. And the porch is -- the house is white with
17 green trim around the window. And basically I think
18 that's it.

19 Q. How often did you see Estelle White in the
20 year 2007?

21 A. Every day.

22 Q. Every day?

23 A. Every day.

24 Q. Was she using a cane?

25 A. Yeah, she walked with a cane.

1 Q. Walked with a cane? Was she wearing glasses
2 at that time in 2007?

3 A. She always wear her glasses.

4 Q. Okay. Did she look elderly?

5 A. Yeah.

6 Q. Is it surprising to hear that there was a
7 group that signed a deed at Estelle's property between
8 the hours of possibly 8:30, 9:00 and 10:00 in the
9 morning?

10 A. Yes, ma'am. Because Edward is there early in
11 the morning.

12 Q. Edward is there early in the morning. Do you
13 have any knowledge of Ms. Estelle White going to any
14 sort of adult daycares before the daycare -- some sort
15 of Wadmalaw Island senior center?

16 A. Yes, ma'am. She went to Wadmalaw Community
17 Center also.

18 Q. And what are the hours that she was normally
19 at the senior center or the adult daycare?

20 A. The senior center used to pick her up about
21 8:00 in the morning.

22 Q. Okay. And then the adult daycare would have
23 picked her up at what time?

24 A. Nine.

25 Q. Okay. Do you know who owns the property next

1 to Estelle White?

2 A. The Brown family.

3 Q. The Brown family?

4 A. They live next door.

5 Q. Okay. And, quickly, do you recall anybody
6 being on Estelle's property, her pieces under her
7 name, working to farm or cultivate the land in any
8 sort of way during the time that you were living on
9 this property at 1907 Birds Nest?

10 A. There was a church brother, church friends,
11 usually plant the land with my aunt, yeah.

12 Q. Okay. And the parcel, just to be clear, the
13 parcel directly next to Estelle is the one owned by
14 the Browns, right? So they would share a property
15 line?

16 A. Right.

17 MS. COCKRILL: Okay. Great. I have no
18 further questions.

19 CROSS EXAMINATION

20 BY MR. EVANS:

21 Q. Ms. Mikell, are you a longshoreman now?

22 A. No, sir. I'm retired.

23 Q. What years were you a longshoreman?

24 A. 2000 until 2021.

25 Q. Okay. And would you normally be working most

1 days of the week?

2 A. Yeah. It's like a swing shift.

3 Q. So you wouldn't be around during the day to
4 see what was going on from 2002 to 2021?

5 A. Some days, I would be there. I be there some
6 days with my mom.

7 Q. And as far as Edward's activities with this
8 property, wasn't he living up in New Jersey for like
9 35 years?

10 A. Yeah, he was up there.

11 Q. Okay. And you went up there for a while to
12 live with him, too?

13 A. One year.

14 Q. And you had testified earlier, I guess it was
15 at your deposition, that Edward was supposed to be the
16 overseer of this property?

17 A. Edward -- my aunt told us she willed the
18 property to Edward.

19 Q. Okay. Do you remember testifying in your
20 deposition that he was the overseer of the property?

21 A. No.

22 Q. You don't remember saying that?

23 A. No, sir.

24 Q. I'm not going to push you, but you testified
25 to it three or four times that Edward was the overseer

1 of the property. You don't remember?

2 A. No, sir.

3 THE COURT: Let me stop you. Because if
4 you've got something, you have to give a copy to her
5 and show her line and page if you want to do it that
6 way.

7 MR. EVANS: Well, it's not really important
8 to my case.

9 THE COURT: Well, then you can withdraw the
10 question.

11 MR. EVANS: I withdraw the question. Okay.

12 THE COURT: Any type of redirect?

13 REDIRECT EXAMINATION

14 BY MS. COCKRILL:

15 Q. Ms. Mikell, while you were at work, was your
16 mother home on the property?

17 A. Yes, ma'am.

18 Q. And she lived on property owned by Estelle
19 White?

20 A. Yes, ma'am.

21 Q. So when you were not at home, was your mother
22 Adelle ever tending to Ms. White or over at her
23 property? Would she know what was going on at that
24 time?

25 A. Yes, ma'am.

1 MS. COCKRILL: Okay. No further questions.

2 THE COURT: Your mother's name was Adelle?

3 WITNESS: Yes, sir.

4 THE COURT: Is she still with us?

5 WITNESS: No, sir. She's deceased now, in

6 '21.

7 THE COURT: And what age was she when she
8 passed?

9 WITNESS: 101.

10 THE COURT: 101. Got some longevity in that
11 family. That's amazing. And so you were a
12 longshoreman?

13 WITNESS: Yes.

14 THE COURT: What were you doing down there?

15 WITNESS: I did everything.

16 THE COURT: Okay.

17 WITNESS: But mostly drive trucks.

18 THE COURT: Okay. All right. You retired a
19 couple of years ago?

20 WITNESS: I had a light stroke.

21 THE COURT: Okay. All right. Otherwise,
22 you'd still be down there?

23 WITNESS: Yes, sir.

24 THE COURT: Okay. All right, Ms. Mikell.

25 MR. EVANS: I'm sorry. One more question.

RECROSS EXAMINATION

BY MR. EVANS:

Q. Now, you testified your brother Louis was living with Ms. Estelle for about 30 years, right?

A. Yes, sir.

Q. Okay. And you remember testifying in your deposition that Louis used to come at all time of night and stuff like that so he wasn't really doing much to help her; do you remember saying that?

A. No, sir. It was another brother, Thomas. He's deceased.

Q. Okay. Well, here's page 10 of your deposition.

THE COURT: Hand it to her.

Q. And I'm going to hand it to you. Page 10. And I want you to look at starting at line 3.

And can you read out those next couple questions for the Court, please?

A. Okay. Well, my brother Louis used to stay over --

Q. Line 3.

A. Line 3.

Q. Read it kind of loud.

A. "Okay. And what was the change in condition of your Aunt Estelle that required her to -- that she

1 had to move out of her house and move in with Edward
2 and Louis? Well, my brother Louis used to stay over
3 with them. Right. But Louis used to come at all time
4 of night and stuff like that, so it was not good for
5 Auntie to stay by herself."

6 Q. Okay. So right there, you were talking
7 about -- the question to you was about Estelle moving
8 out of her house where she lived --

9 A. Right.

10 Q. -- by herself over in with Edward.

11 A. Right.

12 Q. Okay. And do you remember about what year
13 that would have been?

14 A. No, sir.

15 Q. Do you remember about how many years out of
16 the end of Aunt Estelle's life that she lived with
17 Edward?

18 A. No, sir.

19 Q. Okay. If I tell you that he got a deed from
20 her in December 2011, would that refresh your memory
21 at all as to when she --

22 A. Got a what?

23 Q. That Edward got a deed from Aunt Estelle in
24 December 2011 to the three acres where he's living now
25 and Aunt Estelle moved in with him at some point. But

1 that doesn't refresh your recollection as to when she
2 had to move in with Edward?

3 A. No, sir.

4 MR. EVANS: Okay. That's all I got.

5 THE COURT: And just so I'm clear, y'all
6 refer to Estelle White as Auntie? Is that Auntie?

7 WITNESS: Yes, sir.

8 THE COURT: Because she was the aunt with no
9 children?

10 WITNESS: Right.

11 THE COURT: Okay. All right. Thank you,
12 Ms. Mikell. You may step down. Watch your step going
13 down that ramp for me, please. Okay.

14 MS. COCKRILL: Your Honor, next witness I'm
15 going to call is Edward Mikell.

16 THE COURT: All right, Mr. Mikell.

17 EDWARD MIKELL, having been duly sworn to tell
18 the truth, the whole truth, and nothing but the truth,
19 was examined and testified as follows.

20 THE COURT: Mr. Edward, have a seat. Give me
21 your full name when you get comfortable and your
22 address, sir.

23 WITNESS: Edward Mikell. I live at 1950
24 Birds Nest Road, Wadmalaw Island, South Carolina.

25 THE COURT: Very good. The ZIP code there is

1 29487. All right. Thank you. Ms. Cockrill?

2 DIRECT EXAMINATION

3 BY MS. COCKRILL:

4 Q. How are you related to Estelle White?

5 A. She's my aunt.

6 Q. Okay. Where were you born?

7 A. 1950 Birds Nest Road on Wadmalaw Island.

8 Q. And did you live there most of your
9 childhood?

10 A. Childhood, yeah. I went away for -- I leave
11 at '64.

12 Q. Where did you go?

13 A. I go to New Jersey.

14 Q. Smart. Did you return back to Charleston,
15 South Carolina or the Charleston area?

16 A. In 1999.

17 Q. And when you returned, where did you reside?

18 A. Where I -- say that again.

19 Q. When you returned to Charleston County, where
20 did you live?

21 A. In 1950 Birds Nest.

22 Q. What house did you move to?

23 A. To my house now, 1950 Birds Nest Road.

24 Q. Okay. When did Estelle White pass away?

25 A. She passed away 2014. That was January 25th.

1 Q. Did you open her probate and serve as her
2 personal representative?

3 A. Yes.

4 Q. When you opened your probate, did you supply
5 your attorney the list of the heirs?

6 A. Yes.

7 Q. Did you intentionally leave anybody out?

8 A. Not that I know of.

9 Q. To the best of your knowledge, did all of the
10 heirs get notice?

11 A. Yes.

12 Q. Okay. Do you recall the quiet title action
13 and partition action that was filed by James Brown,
14 Roges Brown, Ralph Brown and Richard Brown in 2014?
15 Do you recall that being filed?

16 A. No, I don't think I did.

17 Q. Okay. This action was -- these individuals
18 were represented by Tommy Brush at the time.

19 A. Yes.

20 Q. And they filed.

21 A. Yes.

22 Q. Were you served those papers?

23 A. Was I served the paper from -- yes, I did
24 serve, yes.

25 Q. They gave you a copy of this action?

1 A. Yes.

2 Q. Okay. Did you attend any of the hearings in
3 2014 concerning this action?

4 A. With Mr. Baker?

5 Q. Correct.

6 A. Yes.

7 THE COURT: What was that case number if you
8 can give it to me so I'm clear.

9 MS. COCKRILL: 2014-CP-10-4236.

10 THE COURT: Okay. All right.

11 BY MS. COCKRILL:

12 Q. What was the ultimate result of that action?
13 Did it get dismissed?

14 A. Yes.

15 Q. Okay. Do you recall a judge explaining to
16 these plaintiffs, James Brown, Roges Brown, Ralph
17 Brown and Richard Brown, at the hearing what they were
18 supposed to do?

19 MR. EVANS: Your Honor, I object. This
20 doesn't have anything to do with the actual process
21 that goes on in probate court, what somebody might
22 have told them in another case.

23 There's a procedure that's set by statute,
24 and either that was followed or it wasn't. There's
25 nothing about telling somebody -- doesn't matter who

1 it is.

2 THE COURT: This action was initiated --

3 MR. EVANS: It was a quiet title action
4 brought in 2014.

5 THE COURT: After Ms. White died?

6 MR. EVANS: After she died, a quiet title
7 action was apparently brought by Attorney Thomas Brush
8 on behalf of some of the family members because nobody
9 knew there was a will.,

10 And some point after that, Barry Baker said I
11 got a will. So at some point later on, that case was
12 dismissed. Then it's time to follow the probate court
13 procedures.

14 So I don't know -- there's nowhere to go with
15 this line of questioning. They didn't know there was
16 a will. Once a will is produced, then an estate has
17 to be opened, then you have to start following the
18 steps that are laid out by statute.

19 THE COURT: I'm with you. I'm going to give
20 her a little leeway. Go ahead.

21 BY MS. COCKRILL:

22 Q. At this time when this action was dismissed,
23 the 2014 action, do you recall these defendants being
24 made aware there was a will?

25 A. Yes.

1 Q. And there was a probate?

2 A. Yes.

3 Q. During your time as a personal representative
4 in the probate action, did anyone contest any matters?

5 A. No.

6 Q. Was there anything filed against the will?

7 A. Nothing filed against the will.

8 Q. When did you first learn of the deed that was
9 executed in 2007 from Estelle White to Richard Brown
10 and Sharon Brown?

11 A. 2017.

12 Q. How did you learn about that?

13 A. Mr. Baker called and tell me. He told me
14 there was a will -- I mean a deed, yes.

15 Q. Okay. So the first time you had knowledge
16 was 2017 of this deed?

17 A. Yes.

18 Q. Okay. Did you have any knowledge of the 2007
19 deed when you filed deeds of distribution in 2015?

20 A. No, I have no knowledge of it.

21 Q. Okay. Do you believe she was the owner of
22 this property during her lifetime?

23 A. Yes.

24 Q. Do you ever believe that she acted as a
25 trustee?

1 A. No.

2 Q. Okay. In 2007, did Estelle White have a
3 cane?

4 A. She had a cane and glasses.

5 Q. She wore glasses?

6 A. Yes.

7 Q. What was a typical day like for her in 2007?

8 A. I go over there at 8:00 or 8:30 every
9 morning. I took her breakfast and her medication and
10 see that she get ready to go to the daycare center.
11 And the bus picked her up at 9:00, and she returned
12 home about 3:00 or 3:30.

13 And my -- I get off the bus and my sister and my
14 mother would go over there in the afternoon and take
15 her something to eat. That was her day. I be there
16 every morning.

17 Q. Every morning around 8:00?

18 A. Eight or 8:30 every morning. Whether she go
19 to the center or not, I'm there every morning.

20 Q. What happened when she didn't go to the
21 center?

22 A. I do the same thing. I go there every
23 morning, take her breakfast.

24 Q. But no bus? She stayed at the house?

25 A. She stays at the house.

1 Q. Was there anyone that stayed with her?

2 A. No, not at the time.

3 Q. Okay.

4 A. I be back and forth because I can just look
5 over to her. No further than across the street from
6 here.

7 Q. Earlier you heard testimony from Richard
8 Brown that there was an incident -- it's what we'll
9 call it, an incident -- where you came over and was
10 hollering at people.

11 A. No.

12 Q. Do you recall that happening?

13 A. My brother come over and told me something
14 was going on. I didn't know what.

15 Q. What did he say? Was he more specific?

16 A. He didn't say. He never told me what was
17 going on.

18 Q. So then what happened?

19 A. I was over there for a while and then my aunt
20 say: I'm all right. She said: You can go on back
21 home.

22 Q. How often did Richard and Sharon visit your
23 aunt?

24 A. Only one time I seen.

25 Q. And you were there how long at your property?

1 A. How long I was there?

2 Q. You lived at the property from 1999 and you
3 still live there?

4 A. I still live there.

5 Q. And you're swearing under oath that you can
6 only recall them coming around every so often?

7 A. No, only one time that I seen them there.
8 And I seen Richard about four times in about 20 years
9 since I been back home, and this was at the funerals.
10 I never seen him to my aunt house.

11 Q. Okay. Did it surprise you to hear that a
12 deed was signed in the morning hours sometime between
13 8:00 and 10:00?

14 A. Yes.

15 Q. Why does that surprise you?

16 A. Because I would have seen it if they was over
17 there.

18 Q. You would have seen them?

19 A. Sure, definitely. I know when somebody goes
20 over there back and forth all day long in the day.
21 Because the house sit right clear in front of me.

22 Q. Did you welcome visitors? Were you trying to
23 prevent people from seeing her?

24 A. No.

25 Q. You were just keeping an eye out?

1 A. Yes.

2 Q. Okay. Was it unusual for a lot of people to
3 visit Estelle White during this time?

4 A. A lot of people don't visit her.

5 Q. Did she have church friends visit her?

6 A. No, not that, you know, not that I know of,
7 no.

8 MS. COCKRILL: Okay. No further questions.

9 CROSS EXAMINATION

10 BY MR. EVANS:

11 Q. So Mr. Mikell, you testified you were gone
12 from this area living in New Jersey for about 35 years
13 up until 1999, right?

14 A. Yes.

15 Q. So you don't know really anything going on up
16 to that point, right?

17 A. No, I don't know nothing.

18 Q. Okay. And are you telling this Court that
19 you would never, ever leave your property for the last
20 20 years? Is that what you're saying? You don't go
21 to the store, church, doctor's office?

22 A. Yeah, but I was home every day.

23 Q. Well, but you have -- don't you have to leave
24 at least several times of week go to take care of some
25 business, go to the store or something?

1 A. Yeah.

2 Q. Okay. So you're not there 24/7 for 20 years,
3 are you?

4 A. I thought people -- everybody go to the
5 store. She was able to be around them during the day
6 by herself and she don't be home by herself because
7 she never there. She go to the daycare center.

8 Q. Okay. Now, you understand, Mr. Mikell, the
9 reason we're still in court today is because there was
10 a lot of family members that claim they never got
11 notice that an estate had been opened for Estelle
12 White; are you aware of that?

13 A. That they never got notice of it?

14 Q. Right.

15 A. Yeah. They said they never got notice but
16 Mr. Baker told me he sent them out.

17 Q. Okay. So you don't know whether all the
18 family members got notice or not?

19 A. I don't know if they all got it, no.

20 Q. Okay. And do you know how you're supposed to
21 give notice to an heir that an estate has been opened?

22 A. Do I know how?

23 Q. Yeah. How you legally give somebody notice
24 that an estate has been opened for somebody. Do you
25 know how that's done?

1 A. No, I don't know.

2 Q. And do you also understand that these heirs
3 can't make claims, contest the will or anything until
4 they get notice that an estate has been open? Do you
5 understand that?

6 A. No, I don't know. I don't understand this
7 type of law. No, I don't know.

8 Q. And you were there when your brother Louis's
9 deposition was taken, right?

10 A. Yes. Louis was there.

11 Q. Okay. And do you remember Louis talking
12 about you coming over to the house one day when
13 Richard and Sharon were at the house with Aunt
14 Estelle?

15 A. I don't -- Louis told me that something was
16 going on at that one time.

17 Q. And so you went to Aunt Estelle's house then,
18 right?

19 A. I did.

20 Q. And Richard and Sharon were there in the
21 house?

22 A. Yes, on the porch.

23 Q. And was there some kind of argument,
24 disagreement, between you and Richard?

25 A. Between me and Richard? Yeah, because I want

1 to know why he was there.

2 Q. Okay. And did Aunt Estelle then ask you and
3 Louis to leave the house?

4 A. No. She said: You can go on back. You
5 ain't going to worry about nothing. You can go on
6 back to the house.

7 Q. And do you remember when he was asked, Louis
8 was asked: Did you call Edward to come to the house?
9 No, he come ~~to~~ he just come over. So you didn't call
10 him? And he said because he knows some discussion was
11 going on before.

12 A. No.

13 Q. Do you remember Louis saying that?

14 A. I don't remember no discussion going on
15 before. Only happened once that I know of.

16 Q. What, that Richard come to you asking about
17 getting some land of Estelle's property?

18 A. No.

19 Q. What was the one thing that had gone on
20 before that you just talked about?

21 A. I don't know. I never known what was going
22 on.

23 Q. Okay. So when Louis said there was some
24 discussions going on before that you knew about, you
25 don't know what Louis is talking about?

1 A. No, I didn't know.

2 Q. Okay. Well, when you came over to the house
3 that day and Richard and Sharon were there, weren't
4 you told that they were there with the deed for Aunt
5 Estelle to sign?

6 A. No, never know -- aware of no deed.

7 Q. I want to show you some medical records for
8 Aunt Estelle that your attorney provided to us dated
9 January 10th, 2013, which was about a year after when
10 you got your deed from her.

11 Let me ask you this. You got a deed from Aunt
12 Estelle in December 2011 to something like 3.3 acres,
13 right?

14 A. Didn't get no deed. I got a will.

15 Q. You don't remember getting a deed? Is the
16 property you live on now in your name?

17 A. Yes.

18 Q. Is it a 3.3 acre piece?

19 A. Yes.

20 Q. Okay. And who did you get it from?

21 A. Who I got that?

22 Q. The property you're living.

23 A. My aunt.

24 Q. Estelle White?

25 A. Yeah.

1 Q. Okay. That's what I just asked you. Okay.
2 Now, that deed to you from Aunt Estelle is dated
3 December 2011. Your attorney gave it to us.

4 A. Yes.

5 Q. Does that refresh your memory as to roughly
6 when Aunt Estelle moved in with you? She moved in
7 with you, right?

8 A. That was 2007, end of 2007.

9 Q. So you're saying Aunt Estelle moved in with
10 you at the end of 2007?

11 A. Yes.

12 Q. Do you have any kind of documentation that
13 will show that?

14 A. No.

15 Q. So you're saying she lived with for seven
16 years?

17 A. She lived with me for seven years.

18 Q. Okay. I want to show you some medical
19 records. When Aunt Estelle had to go to the doctor,
20 who took her to the doctor?

21 A. Me and my wife.

22 Q. Okay. And here's some medical records that
23 your attorney requested from the Franklin C. Fetter
24 Health Center in Hollywood. Do you remember taking
25 Aunt Estelle to that?

1 A. My wife take her there.

2 Q. Okay. Now, I want to show you --

3 MS. COCKRILL: Objection.

4 THE COURT: What's the relevance --

5 BY MR. EVANS:

6 Q. Okay, well, are you aware --

7 THE COURT: Wait a minute. What's the
8 relevance?

9 MR. EVANS: The relevance is the health
10 condition of Ms. White the last few years of her life
11 and there's also a statement in here that on July 29th
12 of 2013, Ms. White is not going to adult daycare
13 because no funds. The patient has used up community
14 funds.

15 BY MR. EVANS:

16 Q. So were there times that you were aware --

17 THE COURT: Wait a second. We got to get a
18 ruling first.

19 MS. COCKRILL: Objection on relevance. The
20 hearing today is regarding a deed that is executed in
21 '07. In '07, there's been testimony about her
22 attending a daycare. 2013 is well beyond the scope.

23 He's asking questions also about a deed
24 transfer in 2011. I don't know what he's getting at,
25 but he keeps hinting at some sort of a capacity issue,

1 which is not before this Court right now.

2 MR. EVANS: Okay. The first point, Your
3 Honor, is this evidence is in response to them saying,
4 oh, Ms. White couldn't have been there. She was at
5 daycare every day.

6 And here's a document saying in July of this
7 year, patient can no longer go to adult daycare
8 because the patient has used up community funds.

9 THE COURT: Six years after the fact?

10 MR. EVANS: Well, the point is it's in July
11 of that year.

12 THE COURT: July of?

13 MR. EVANS: Of 2013. But I want to ask --

14 THE COURT: How is 2013 money relevant to
15 something that --

16 MR. EVANS: It shows that it's not unlimited
17 funds to keep going to daycare year round year after
18 year. The money is used up.

19 MS. COCKRILL: We're not discussing money in
20 Estelle White's estate at this point.

21 THE COURT: It's not relevant. I'm not going
22 to allow it. Objection sustained.

23 MR. EVANS: I just want to bring it in
24 because they said there's no way she could have been
25 at her house because she would have been at community

1 daycare.

2 THE COURT: He just testified he's living
3 with her starting in 2007, so sometime after this deed
4 was introduced.

5 On your deed, it's 2007. Apparently for his,
6 it's 2011. But he just testified that she lived with
7 him the last seven years of her life. She didn't need
8 to go to daycare if she was living in his house.

9 BY MR. EVANS:

10 Q. During the seven years that Ms. White lived
11 with you, are you telling this Court that she was able
12 to go to the community center every day of the year if
13 she wanted to go?

14 MS. COCKRILL: Objection. Relevance. You
15 just sustained it.

16 THE COURT: I'm going to allow that question
17 and we're going to move on.

18 MR. EVANS: I'm talking about the seven years
19 he said she lived with him.

20 THE COURT: You can answer.

21 MR. EVANS: He said she moved in in 2007.
22 That's the year of our deed.

23 THE COURT: I'm going to let him ask that one
24 question and we're going to move on.

25 Okay. You want to restate the question for

1 Mr. Mikell? You want to re-ask the question?

2 BY MR. EVANS:

3 Q. When Ms. White was living with you, were
4 there times during the different years where she
5 couldn't go to the community center because she had
6 used up the funds?

7 A. Right. She stayed home with me.

8 Q. Okay. All right. And the reason -- the
9 other question I had about the document about a year
10 after she signed the deed to you, which those are the
11 three signatures of that month of December 2011 that
12 were testified to by your expert comparing those
13 signature samples.

14 And a year after that, your wife took Ms. White
15 to the doctor, and the doctor said she had chronic
16 dementia. Now, in the last few years of her life, did
17 she have chronic dementia?

18 A. She had dementia.

19 Q. Okay. And, so, let's see. She passed away
20 January 2014. So for the last few years of her life,
21 you know, she was almost 102. The last three or four
22 years of her life, was she battling some dementia?

23 A. Yes.

24 Q. Okay. And could that have affected her
25 signature, trying to write her signature while she had

1 dementia?

2 MS. COCKRILL: Your Honor, objection.' We
3 have already flushed this out with the handwriting
4 expert.

5 He is not an expert in handwriting and how a
6 capacity issue would affect your ability to sign in
7 the same manner. We have an expert's report. We have
8 a backup expert's report. He is not qualified to
9 answer that question.

10 MR. EVANS: The expert witness testified that
11 a lay witness could usually give just as good an
12 opinion as him.

13 MS. COCKRILL: That is not what he said. He
14 said --

15 THE COURT: Wait a minute. Wait a minute.
16 Counsel, y'all start addressing the questions to me
17 and not talking to each other.

18 I'm going to make a ruling. The question is
19 whether or not she had dementia the last years of her
20 life?

21 MR. EVANS: He said yes.

22 THE COURT: Okay. And the next question was?

23 BY MR. EVANS:

24 Q. Do you know whether or not that affected her
25 ability to write? Did you see her writing, signing

1 documents, the last few years of her life?

2 THE COURT: One question at a time.

3 BY MR. EVANS:

4 Q. Did you see her sign any documents the last
5 three or four years of her life?

6 A. Mr. Brush at the time when we talked -- that
7 would have been -- I don't know what year that was.

8 Q. Well, there was at least three documents that
9 she signed while she was living with you that the
10 expert used, and it was a deed to you, power of
11 attorney, and healthcare power of attorney. Do you
12 remember her signing those documents?

13 A. The power of attorney with Mr. Brush.

14 Q. Okay. And who was she giving the power of
15 attorney to? You?

16 A. Me.

17 Q. So were you there when she signed that?

18 A. Yes.

19 MS. COCKRILL: Your Honor, again, I'm not
20 sure what the testimony --

21 THE COURT: Let me ask this question. Is the
22 validity of any of those documents at issue in this
23 case?

24 MR. EVANS: Yes. Well, the --

25 THE COURT: Yes or no, are y'all challenging

1 anything he did as power of attorney?

2 MR. EVANS: No.

3 THE COURT: Or healthcare power of attorney?

4 MR. EVANS: No. The reason I'm asking about
5 those documents is he's saying he was present. Those
6 three documents were to him, the deed, healthcare
7 power of attorney and power of attorney, and she
8 signed it during the time that Mr. Mikell said she had
9 dementia.

10 THE COURT: Okay.

11 MR. EVANS: So I was going to ask him --

12 THE COURT: So once again, are you
13 challenging the deed, the power of attorney, or the
14 healthcare power of attorney?

15 MR. EVANS: No.

16 THE COURT: If not, it's not relevant. Let's
17 move on.

18 MR. EVANS: I was only bringing it up as to
19 whether it could affect her signature.

20 THE COURT: Not relevant.

21 MR. EVANS: That's all I got, Your Honor.

22 THE COURT: All right. Good.

23 MS. COCKRILL: No further questions, Your
24 Honor.

25 THE COURT: All right. Let's see if I had

1 anything.

2 Your testimony is that from the time you
3 moved back to Charleston, which was in 1999 --

4 WITNESS: Yes.

5 THE COURT: -- you went back to 1950 Birds
6 Nest. From that vantage point, you could see to your
7 Aunt Estelle's house.

8 You're telling me you only saw Richard and
9 Sharon there one time?

10 WITNESS: Only one time.

11 THE COURT: Okay. And on that one occasion,
12 your brother Louis came over to you and told you they
13 were over there and something was going on?

14 WITNESS: Something was going on.

15 THE COURT: And so you went over there?

16 WITNESS: Yes, I did.

17 THE COURT: And you did you confront Richard,
18 your cousin?

19 WITNESS: I did. I confront Richard, and my
20 aunt told me don't you worry about nothing. You go on
21 back home. Don't worry about nothing.

22 THE COURT: And you went back home?

23 WITNESS: I went back home.

24 THE COURT: Okay. And on that date, do you
25 have any idea when that was?

1 WITNESS: No, not that date.

2 THE COURT: Okay. All right. Did your aunt
3 ever indicate to you or tell you that she had signed a
4 deed giving any property to Richard or Sharon Brown?

5 WITNESS: Never.

6 THE COURT: Okay. So your testimony was the
7 first time you heard about that was from Mr. Brush or
8 Mr. Baker?

9 WITNESS: About the day?

10 THE COURT: Yeah.

11 WITNESS: From Mr. Baker. He called me.

12 THE COURT: And that was in 2017; is that
13 right? Probably after this case was brought, right?

14 WITNESS: Oh, yes.

15 THE COURT: Okay. All right. And in any
16 event, your Aunt Estelle moved in with you sometime in
17 2007; is that right?

18 WITNESS: End of 2007.

19 THE COURT: Late in the year?

20 WITNESS: Yeah, late October, November,
21 something.

22 THE COURT: So in June of 2007, she was still
23 living at home?

24 WITNESS: Yes.

25 THE COURT: Okay. And what was her mental

1 capacity at that time? Was she still --

2 WITNESS: She was good.

3 THE COURT: Still sharp?

4 WITNESS: Yeah. Right up to her death, you
5 can hold a good conversation with her, yes.

6 THE COURT: Okay.

7 WITNESS: You could hold a conversation with
8 her. But then -- but another hour, two, she don't
9 remember what she was holding the conversation.

10 THE COURT: Okay. I got you. She would have
11 been 95 in 2007. So you're saying you could have a
12 pretty good conversation with her right until up the
13 time she was about 100 years old?

14 WITNESS: I could talk to her, yeah.

15 THE COURT: Okay. Y'all communicated well?

16 WITNESS: Yes.

17 THE COURT: All right. While you're here,
18 let me just ask this question. Apparently the will
19 that she gave to you was in like 1967 or '68.

20 MR. EVANS: '78.

21 THE COURT: '78.

22 WITNESS: She didn't -- in 19 --

23 THE COURT: The date is in the record.

24 Sometime in 1978. Okay.

25 WITNESS: When the will was dated?

1 THE COURT: Yes.

2 WITNESS: That was 1977.

3 THE COURT: All right. '77 or '78, I don't
4 care. At the time, you were living in New Jersey?

5 WITNESS: Yes.

6 THE COURT: Did she ever tell you why she was
7 going to make you her heir?

8 WITNESS: Yes, because she had confidence in
9 me. But I want to will these properties to you
10 because I have a lot of confidence in you.

11 THE COURT: What were you doing in New
12 Jersey?

13 WITNESS: Working for General Motors.

14 THE COURT: What did you do for them?

15 WITNESS: I work on the assembly line.

16 THE COURT: Making cars?

17 WITNESS: Yes.

18 THE COURT: What kind of cars you make?

19 WITNESS: Make all different. Make
20 Cadillacs. Different years, sometime they change up,
21 make different cars. Sometime they run three
22 different cars. Cadillac, Oldsmobile, and the Buick.

23 THE COURT: Got you. And where in Jersey did
24 you live?

25 WITNESS: Linden, New Jersey.

1 THE COURT: All right. Okay. And you never
2 saw Sharon or any of those three ladies come to her
3 house?

4 WITNESS: Oh, no. Never seen them three
5 ladies. If they was over there, I would have seen
6 them. I tell you that. I would have seen them.

7 THE COURT: All right. Very good. All
8 right, Mr. Mikell.

9 Any follow-up of those questions?

10 MS. COCKRILL: No, Your Honor.

11 MR. EVANS: No, Your Honor.

12 THE COURT: Thank you, sir. All right.
13 Mr. Mikell, thank you. You may step down.

14 All right. All right. Ms. Cockrill,
15 anything further?

16 MS. COCKRILL: Nothing further, Your Honor.
17 Just closing remarks after.

18 THE COURT: Sure. Mr. Evans, let me hear
19 from you first.

20 MR. EVANS: Thank you, Your Honor.

21 THE COURT: Let me ask this before we get
22 there. I asked about a divorce case. What y'all
23 presented to me is not a divorce action. Okay?

24 So I don't know what the status of that is.
25 It's bothersome to me because the family court has

1 exclusive jurisdiction over marital property.

2 So if they didn't deal with this in family
3 court, I'm going to want to see the divorce decree.
4 Okay? So I'm going to leave the record open for that
5 for y'all to provide me that.

6 MR. EVANS: I would just say, Your Honor, the
7 deed was to them 50/50.

8 THE COURT: During coverture of marriage,
9 yes, they both own it. It definitely becomes marital
10 property to be dealt with in the family court at the
11 termination of a marriage.

12 MR. EVANS: I just think it didn't come up --

13 THE COURT: It's an issue that's in the back
14 of my head.

15 MR. EVANS: Well, Aunt Estelle was still
16 alive when they got divorced, and it's our position
17 that the deed that she asked not be recorded until her
18 death was part of her estate plan just like her will.
19 Nothing would happen with the will until she died and
20 nothing would happen with the deed until she died.

21 THE COURT: All right. I'll let you give me
22 some authority on that. Go ahead.

23 MR. EVANS: As to the --

24 THE COURT: I've got some irreconcilable
25 testimony that I'm going to have to figure out how I

1 will decide on this case.

2 MR. EVANS: Well, on some of that testimony,
3 I would just say that the testimony the witnesses as
4 to the actual execution of the deed is the most
5 powerful evidence we have, which is corroborated by
6 contemporary evidence.

7 May 23, 2007, they enter into a contract for
8 Ms. -- the lady they met with, Melanie Stewart, to
9 draw up a deed. Six days later, there's a document
10 pulled in a deed office on May 29th, 2007, where they
11 pulled the 1955 deed from Roger Mikell to Estelle
12 White to show that it was her property.

13 And they pulled the plats and there's a red
14 line on the trial exhibit around the two TMS numbers
15 that are in the deed that Ms. White signed to Richard
16 Brown and Sharon Brown.

17 So we have the testimony of the witnesses and
18 the notary and we have the corroborating evidence,
19 also the fact that they went to the house to execute
20 the deed and there was an incident where Louis got
21 Edward to come over and it got broken up and they went
22 back.

23 And the deed is dated June 11, 2007. Within
24 two to three weeks after the contract, draw up a deed,
25 and after the deed documents were obtained from the

1 deed office.

2 Now, as far as the deed, it's elementary
3 lawyer on a deed read. As a whole, the grantor's
4 intent has to be determined from the four corners of
5 the deed if it can. The intention of the grantor is
6 what controls. However, case law says that the
7 description of land conveyed in a deed can be reformed
8 and the boundaries redrawn where there is an ambiguity
9 in the deed.

10 We allege there's an ambiguity in the deed
11 because out of the four tracts that Ms. White owned,
12 one was a 66 acre tract. If she wanted to give her
13 nephew 20 acres, it had to come out of the 66 acre
14 tract. She didn't want a surveyor walking around with
15 Edward right across the street. And, you know, the 20
16 acres -- she discussed with Richard where the 20 acres
17 would come from.

18 So he testified on her intent as to this
19 ambiguity in the deed. It's not ambiguous as to the
20 2.3 acres. That matches up with the TMS number. The
21 other one is a 66 acre piece of which they were deeded
22 20 acres.

23 As you well know, Your Honor, as far as the
24 description of property -- for example, in a tax sale,
25 controller by statutory law has to be strictly

1 complied with.

2 A TMS number is a legally sufficient
3 description of a piece of property. The TMS number
4 and the owner's name of the property is all you need.
5 I got cases on that.

6 So we have the TMS numbers, so we say we have
7 an adequate description, but there's an ambiguity. We
8 admit that.

9 Ms. White didn't want a surveyor walking
10 around the property. She had to shoo the people out
11 of her house. And as you can tell, Mr. Edward Mikell
12 was trying to keep a 24/7 watch on her house, although
13 we don't believe he was there 24/7 for 20 years.
14 That's impossible.

15 So the TMS number is a sufficient description
16 of real property, *Hawkins v. Bruno Yacht Sales*. So
17 that's on the description of the property.

18 THE COURT: That doesn't have to do with real
19 estate; that has to do with a yacht, right?

20 MR. EVANS: Well, that particular case. But
21 the law they cited was to TMS numbers of property up
22 for tax sale which, you know, there's statutory
23 requirements. So when you have a statutory scheme, it
24 has to be strictly complied with. Cases on that.

25 In probate court, there's a statutory scheme.

1 They have to be strictly complied with. Section
2 62-3-703 (b): Subject to other obligations of
3 administration, an informally probated will has
4 authority to administer and distribute the estate
5 according to its terms.

6 Mr. Mikell didn't even complete step one. He
7 did not give legally required, statutory required
8 notice of opening of estate to Mr. Brown and numerous
9 other heirs. That's why we're still in court.
10 Therefore, those heirs that were not given legal
11 notice could not submit their claims.

12 The clock starts to run once they receive
13 notice. Once they found out that the estate had been
14 opened and closed, they went and sought legal counsel,
15 went and got the estate reopened, and then it was a
16 consent order to send this case over that had been
17 reopened in the probate court. Consent order by
18 Mr. Mikell's attorney and by Mr. Brown's previous
19 attorney and this case was sent over here for you to
20 decide these issues.

21 THE COURT: Refresh my memory how they are
22 related. I know Estelle White was his great aunt as
23 well. Through the mother?

24 MR. EVANS: Right. His grandmother was the
25 sister of Estelle White.

1 THE COURT: Her name was what?

2 MR. EVANS: Emily Brown.

3 THE COURT: Thank you.

4 MR. EVANS: Again, in code section 62-3-907
5 (c): Until all the obligations of the administration
6 have been complied with, quote, the personal
7 representative has power over the title to the real
8 property is equivalent to that of an absolute owner in
9 trust for the benefit of the creditors and others
10 interested in the estate.

11 Interested persons in the estate is defined
12 in the probate court 62-1-201. And it includes heirs.
13 Mr. Brown is an heir. And it includes others having a
14 property right or a claim against the decedent.
15 That's also Mr. Brown who got a deed from Ms. White
16 that she did not want recorded until she died.

17 THE COURT: And your argument is that it's
18 still part of her estate?

19 MR. EVANS: What I'm saying, Your Honor,
20 those outstanding claims against this estate, while
21 that goes on, the property is held in trust by the
22 personal representative for the benefit of those that
23 have claims against the estate.

24 Those people can't submit their claims until
25 they're served with notice. So that's why this case

1 is still going on. Like I told you earlier, Your
2 Honor, if you look at the docket, it was a tough job
3 here. They were serving heirs up until the day
4 Mr. Baker left the case in August.

5 THE COURT: Let me stop you. As we sit here
6 today, has your client still received no notice in the
7 probate court?

8 MR. EVANS: He never got a notice, but once
9 they became aware that the estate had been closed,
10 they sought -- they filed a petition through an
11 attorney to reopen the estate. Okay? So that becomes
12 a formal proceeding.

13 THE COURT: That's what's over here, is it
14 not?

15 MR. EVANS: Right. But you can informally
16 probate a will and there's no formal court action.
17 But that became a formal proceeding when they said all
18 these people weren't served. This case needs to be
19 reopened.

20 And obviously the judge did that because it
21 was a consent order to remove those issues out of the
22 probate court over here.

23 Now, finally, wrapping up here, for improper
24 exercise of power, the personal representative liable
25 to interested persons is the same as a trustee of an

1 express trust.

2 And according to our statutes governing
3 probate, whether a deed is held in the name of the
4 estate or the PR of which he's claiming now, it is
5 held in trust, not fee simple, for the benefit of
6 creditors and other interested persons in the estate.

7 So we're asking that the deed that Mr. Mikell
8 deeded to himself -- based on the will, yes, he may be
9 holding a trust and property for himself.

10 Your Honor will determine that once the
11 issues of is that will a trust and any other issues in
12 this case are decided. But until that happens, that
13 property is held in trust.

14 We want that deed set aside because as the
15 statutes point out in probate, he's a fiduciary to all
16 heirs and others interested in the estate, and he has
17 to hold the real estate in trust until he does the job
18 that he is supposed to do under the statutes as the
19 personal representative of the estate.

20 So that property is held in trust. It's said
21 in the statutes three or four times. And he can't
22 distribute property to anyone until the claims are
23 decided.

24 THE COURT: All right. Got you. All right.
25 Ms. Cockrill?

1 MS. COCKRILL: Okay.

2 THE COURT: So what I hear is that they're
3 not alleging that Estelle White's deed in 1955 is a
4 trust document but that the trust arises by operation
5 of law as a result of Mr. Mikell being the PR for the
6 estate.

7 MR. EVANS: Right. The estate property is
8 held in trust, Your Honor, for the benefit of
9 creditors and anybody with a claim against the estate,
10 heirs.

11 And our claim is not against Mr. Mikell as an
12 individual. Our claims are against the estate, and he
13 is the representative of the estate as the personal
14 representative.

15 We're not going after Mr. Mikell
16 individually. We're going after him as the personal
17 representative in that official capacity and against
18 the estate. The claim is against the estate, so it
19 should be estate property that we're going against.

20 THE COURT: Okay.

21 MS. COCKRILL: Okay. So if we back up to how
22 this got before your court, Your Honor, there was a
23 complaint filed October 18th, 2007 in this present
24 case. 2017. Excuse me. 2017.

25 There's a lot of allegations in here, some of

1 which your court didn't get to hear today because
2 Mr. Heyward didn't come to the hearing.

3 On paragraph 11, and this is a complaint that
4 lists Richard Brown as the plaintiff before your court
5 realigned. Paragraph 11, that Estelle White conveyed
6 the above described property by deed of Roger Mikell
7 dated May 14, 1955 and recorded May 14, 1955 in deed
8 book L 60 page 273 in the RMC office for Charleston
9 County. Upon information and belief, the conveyance
10 was a trust for the other heirs of Roger Mikell.

11 So that's where the trust all came about.

12 THE COURT: That's the allegation?

13 MS. COCKRILL: That's the allegation. And
14 now he's just turned this into, oh, the trust is
15 during the pendency of a probate. So it's difficult
16 to try to clear this case up when the story keeps
17 changing. The narrative continues to change.

18 We have Richard Brown telling us today he
19 received this property in '07, but we also have
20 Richard Brown saying that he has a deed from -- there
21 was a quiet title action where he appears as a
22 plaintiff in 2014 where he's trying to quiet the title
23 that he owns. That doesn't match. That doesn't even
24 make sense.

25 Then he's told to go back to the probate

1 court to deal with the will. He had notice on that.
2 He doesn't do it. The judge said the probate is open.
3 Go next door. He does not do that. Instead, he waits
4 and he waits a little longer and then he files this
5 complaint 16 months after the probate had closed to
6 reopen in the probate court which is how it got over
7 here.

8 And in these complaints, he's alleging that
9 these properties were never conveyed to Estelle White
10 in fee simple absolute. That's what I believe we'll
11 hear from Mr. Heyward when he comes to court.

12 And instead, he's quieting the title for the
13 heirs. And so now we have -- but we're going to carve
14 out just this one piece. They've never really brought
15 any action to bring the parcel back from 2011 where
16 our client received it. So it's like they wanted to
17 say, oh, well, it's held in trust except for the times
18 that I benefited from the trust or I benefited because
19 she gave it to me. How could she give them a deed if
20 she was not the true owner in fee simple absolute? It
21 doesn't make sense.

22 Now, Mr. Evans says that his strongest
23 testimony today before the Court was the actual
24 signing of this deed. We would wholeheartedly
25 disagree with that.

1 We have the plaintiff, or I guess now
2 defendant or the moving party, in this hearing today
3 saying I was there. Were you there? Yeah, I was
4 there at the table.

5 And now the witnesses say they weren't there.
6 The property -- they come by car. They don't know
7 what time they're going there. And I will give them
8 the benefit of the doubt, it's been a long time that
9 passed since then but their stories don't actually
10 align about what exactly happened that day.

11 One says I would assume I would have gotten
12 an identification of this woman because it's required.
13 She says it in her deposition and the same thing on
14 the stand today, the notary. And then we have another
15 person that said I didn't see any identification, and
16 then we have the other witness saying that, yeah, I
17 saw her license or whatever the South Carolina ID
18 would have been.

19 Regardless of this deed and how it was
20 executed, it doesn't actually convey title. You keep
21 hearing about, well, she didn't want the survey done.
22 But what Mr. Evans hasn't pointed out which is before
23 your court that look at the deed of distribution
24 coming from the estate.

25 Exhibit A, this is the property descriptions

1 and this is on the record before you. It says 67 plus
2 or minus acres on the interest of a plat prepared by
3 Palmetto Land Surveying Co, Inc. dated May 9, 2001 and
4 last revised December 7th, '02, recorded in plat book
5 DD at page 150 in the RMC office for Charleston
6 County.

7 This was surveyed. So this whole idea that
8 we can't complete an actual conveyance of property is
9 not true. They failed to actually prepare a deed or
10 hire a lawyer that could have actually done this
11 correctly. There's no property --

12 THE COURT: That's one of the questions. Was
13 this deed prepared by a lawyer?

14 MS. COCKRILL: I don't know.

15 THE COURT: Do we know anything about this
16 woman?

17 MS. COCKRILL: I don't know anything about
18 her. We meant to check whether she was a member of
19 the bar. We can supplement the record.

20 THE COURT: Question number one the Court has
21 for y'all to research: Was the deed prepared by a
22 lawyer?

23 MS. COCKRILL: This deed you also heard
24 today, this is all handwritten. The conveyance goes
25 back to Mr. Heyward's office. So he marks up a deed.

1 You heard from the person who's benefiting from this
2 deed.

3 THE COURT: I suspect that's why he's not
4 here today because y'all would have sequestered him
5 and put him out in the hall.

6 MS. COCKRILL: Maybe. You heard from the
7 person who benefits from this deed that, well,
8 Mr. Heyward fixed it up. You can't fix up a deed.
9 The deed is signed and that's the end of it.

10 But the real issue for me here and before
11 this Court is there is a lack of delivery. As this
12 Court is aware, delivery is required for a deed to be
13 valid.

14 In the case *Burke v. Burke*, South Carolina
15 Supreme Court, in its opinion, the Court ruled that a
16 deed must take effect in its execution and immediately
17 pass the estate or interest given. Delivery of a deed
18 includes not only an act by the grantor evidences a
19 purpose to part with control of the instrument but a
20 concurring intent thereby to vest the title in the
21 grantee.

22 You heard testimony today. These two that
23 are the grantees of this deed, they didn't even
24 believe they were the grantees. We can't go back in
25 time and ask Estelle did you mean to actually transfer

1 it?

2 What we heard was testimony saying that we'll
3 hold it until you die. That doesn't work, either,
4 because the same case says that this property has to
5 transfer before someone passes. A grantor may not use
6 the deed to transfer an interest which will take
7 effect after the grantor's death. And this is *Burke*
8 *v. Burke*.

9 THE COURT: 1927?

10 MS. COCKRILL: Correct. It is cited over and
11 over and over again. In 1997, *First Union National*
12 *Bank of South Carolina v. Shealy*, it's the same thing.
13 The retention of control over the instrument is
14 paramount to retention of the instrument itself.
15 Delivery occurs once the grantor at the time of the
16 purported delivery intends to divest himself of the
17 title and vest title in the grantee.

18 The delivery never happened. The case law
19 supporting this, it all seems to be very much similar
20 to the case before your court today. It's hold this
21 until they die. The courts have already ruled on this
22 issue saying that is sufficient to exercise control
23 over the property.

24 Now, in reviewing these -- and I'm sure
25 Mr. Evans has an opinion as well -- they were doing

1 other things on this property. They were saying some
2 of these case law in the fact pattern -- he was trying
3 to still make deals concerning this property.

4 Ms. Estelle White did execute a deed after
5 this original deed was executed in 2011. The deed
6 that is before the Court, this 2007 deed, the
7 derivation clause says being the same property
8 conveyed to Estelle White by deed of Roger Mikell.
9 The same, not a portion of.

10 You review deeds all day long. A portion of
11 the property, that is -- that would have been a proper
12 derivation clause. Without having actual legal
13 description, without having a proper derivation
14 clause, a questionable handwriting, the maker of this
15 deed, the circumstances surrounding the execution of
16 this deed, it's questionable.

17 The handwriting expert has testified today
18 that he believes that this wasn't -- this could not
19 have been. Probably did not write the questioned
20 signatures. The other --

21 THE COURT: Let me stop you with the deed.
22 So the 20 acre tract referenced in the language of the
23 deed does not exist, correct?

24 MS. COCKRILL: Correct.

25 THE COURT: To my knowledge, does not exist

1 to this day.

2 MS. COCKRILL: Correct.

3 THE COURT: It was an intention by whoever
4 drafted this document for Ms. White to convey 20 acres
5 to them, but that 20 acre tract does not exist in any
6 way, shape, or form?

7 MS. COCKRILL: That's my understanding.

8 THE COURT: Never been?

9 MS. COCKRILL: That is my understanding of
10 this tract. If you would like us to supplement with
11 the survey, we're happy to do that.

12 THE COURT: The TMS reference is to a 60 some
13 odd acre tract.

14 MS. COCKRILL: TMS ending in 017 is to 67
15 plus/minus acres.

16 THE COURT: All right. But at the same
17 venture, there's a three acre tract of land or two
18 acre tract of land, whichever it is, that is
19 referenced in there. And that piece does exist,
20 correct?

21 MS. COCKRILL: And that's the piece ending in
22 137.

23 THE COURT: Right. Okay. All right. Okay.

24 MS. COCKRILL: The other issue here of why
25 this deed fails to be valid is that South Carolina is

1 a race notice state. There's a lot of supporting case
2 law on this.

3 *Leasing Enterprises, Inc. v. Joe E.*
4 *Livingston and Margaret H. Shield* provides that
5 recording act is a race notice act which will provide
6 protection to the subsequent purchaser or creditor
7 provided he records first.

8 The Browns sat on this deed. Not only did
9 they sit on this deed, they subsequently filed action
10 as if they weren't even the owners of this deed, these
11 tracts of land.

12 Nine years passes from the point where this
13 is executed to the point where it is recorded. At no
14 point does anyone know about this deed. The first
15 time we ever hear about this deed is when Willie
16 Heyward files to have this reopened and references
17 this '07 deed. That's the first time.

18 THE COURT: That's the 2014 case?

19 MS. COCKRILL: That's the 2017 case. It is
20 not referenced in the 2014 case.

21 THE COURT: Okay. Okay. All right. The
22 financial declaration that we pulled -- and I
23 apologize. I will go back down to the court to make
24 sure we have it. That was the record that the clerks
25 had given us from their divorce.

1 There is a financial declaration on there.
2 And Mr. Brown doesn't even acknowledge that he owns
3 any parcels of land. So how did this property
4 actually vest with them?

5 And if they say, well, it did when they died.
6 Well, that's not how the law works. Property has to
7 be -- it would have to have been titled under some
8 life estate deed where Ms. Estelle White wanted to
9 keep control over it for the rest of her life and for
10 her use and enjoyment and then devise it to the
11 remainderman. It's not anywhere in here.

12 The property cannot be transferred when she
13 dies. And if that was her intent to have it
14 transferred when she dies, we all know that's what
15 last wills and testaments are for. That's why we do
16 them. It's so that we can direct for specific parcels
17 of land get transferred when someone passes away.

18 Now, in the closing remarks, and it's going
19 to be on the testimony. But Mr. Evans said that the
20 Louis incident was on the day that everybody was there
21 and signed the deed. That didn't happen.

22 The Louis incident was the first time they
23 showed up with this deed and allegedly got run off.
24 No one else was there on the day they signed the deed.
25 That's also inconsistent in their stories.

1 It seems to me like the intent for Richard
2 and Sharon to get this property when they passed away.
3 They never -- they never acknowledged ownership of it
4 during their life. They failed to deliver it. They
5 failed to even do their due diligence to make sure
6 that the property is properly conveyed by referencing
7 these updated surveys and having real property
8 descriptions.

9 So we think case law supports that lack of
10 delivery. We're a race notice statute -- state,
11 excuse me, will invalidate this deed. But we went
12 through this whole painful exercise to make sure
13 everybody knew the circumstances, got the handwriting
14 expert and so forth so that they could show this
15 actually is a forged deed.

16 Now, I have personally went down to the
17 assessor's office this morning to show them this. And
18 they said to me that, no, this deed is not -- we
19 didn't accept that deed. Deeds get recorded all the
20 time. They're wrong.

21 They said this is not an accepted deed. And
22 I said why? And she said, well, I don't know. It's
23 forged. And that this person -- there's no
24 description.

25 THE COURT: That deed is of record, though.

1 MS. COCKRILL: It's on the record at the ROD
2 office but the assessor did not accept it.

3 The other thing is that we have the
4 property -- the tax records. And this one is -- these
5 are paid each year. And the current owner listed on
6 public record is Edward Mikell at his address. So
7 he's still receiving these taxes.

8 You would think someone that owns the
9 property would be able to get the tax -- would be
10 paying the taxes. He's still paying the taxes on
11 these things. They have never once tried to show that
12 this property is theirs.

13 So there are so many different ways that this
14 deed fails between the handwriting issue, between the
15 execution of the deed and the confusion, between the
16 fact that it doesn't actually convey property, has a
17 bunch of blank spaces in here, not to mention
18 supporting case law that says you can't devise
19 property after death. You have to deliver these
20 things.

21 There's too many ways that this deed fails,
22 and so we hope that the Court will see that.

23 THE COURT: There's no question that the deed
24 was not recorded until after Ms. White's death, right?

25 MS. COCKRILL: The deed was not recorded

1 until after she passed away and that was done -- Tommy
2 Brush -- no, I'm sorry. This was Willie Heyward,
3 September 1st, 2016. This is even after the probate
4 closed.

5 THE COURT: Post probate?

6 MS. COCKRILL: Uh-huh. There was an order
7 for discharge in January of 2016.

8 THE COURT: Okay. All right. Very good.

9 MR. EVANS: Briefly, Your Honor. The estate
10 is still open. That's why we're here today. My
11 understanding what Charleston County did was they
12 recorded the 2016 deed to my clients, but they said
13 because of the deed of distribution, the tax bill
14 would go to Mr. Mikell since it was filed earlier.

15 Of course, it's our position that deed should
16 be set aside because the estate is still open and he
17 does not own the property individually. It's estate
18 property that is held in trust until the Court rules
19 on the claims that are still pending.

20 THE COURT: I'm with you on that. But that
21 gets right into the argument she was just talking
22 about. Race notice, right? First deed recorded is
23 the deed of distribution.

24 MR. EVANS: If he has a valid deed. We're
25 saying that deed should be set aside.

1 THE COURT: I understand. I'm not sure that
2 question is before me, is it?

3 MR. EVANS: It is. It's in the pleadings.
4 Now, just briefly on a few points. The 2001 survey
5 referenced by Ms. Cockrill is really irrelevant.
6 Mr. Brown was testifying about the survey that was
7 necessary to designate the exact 20 acres out of the
8 66 that he was receiving from his great aunt.

9 And, of course, he testified a lot about the
10 problems with his cousin and the fact that, you know,
11 she saw she was in the middle of this thing and didn't
12 want -- she was trying to avoid conflict.

13 THE COURT: Okay. Clearly that is your
14 ambiguity in the deed; is it not?

15 MR. EVANS: Yes. She signed that deed,
16 though, giving him the 2.3 acre deed and 20 acres.
17 That deed was accepted for recording by register of
18 deeds.

19 The testimony from Mr. Brown how many times
20 he was at Estelle's house, part of that is irrelevant
21 as far as the execution of the deed. We have the two
22 witnesses and the notary and Sharon that rode with
23 them in the car for the actual execution of the deed.

24 THE COURT: Let's talk about the two
25 different tracts. Because you would agree with me

1 that the 20-acre tract doesn't exist as a set aside
2 tract of land?

3 MR. EVANS: Correct.

4 THE COURT: Even to this day?

5 MR. EVANS: That is an ambiguity. Because it
6 references two TMS numbers and two separate amounts of
7 acreage. But on one of the TMS numbers, like I said,
8 66 acres not 20 acres. So that's why we offered the
9 extrinsic evidence which is clearly admissible to
10 explain the terms of the deed, the grantor's intent,
11 when there's an ambiguity in the deed.

12 THE COURT: Okay. Well, how do you explain
13 intent, don't file this until I'm gone?

14 MR. EVANS: Well, I mean, the first time they
15 went to talk about the deed, there was almost a fight.
16 And she -- you know, she knew she was under Edward's
17 control and ended up living with him that same year.
18 And she knew what was going on as far as the
19 relationship between Edward and the rest of the family
20 trying to keep people away, and she just didn't want,
21 you know, to be -- to witness family friction during
22 her lifetime.

23 THE COURT: Well, then, do you agree that if
24 a deed was not effective that the property would have
25 been part of her estate?

1 MR. EVANS: No. Well, if the deed was not
2 effective but -- no. Because they had a deed that was
3 recorded and accepted, and it should be the only deed
4 that's recorded against that property at this time.

5 THE COURT: Once she's dead, you don't record
6 the deeds.

7 MR. EVANS: Okay. Well, in the case of
8 *Donnan v. Mariner*, 339 S.C. 621, 2000 Court of
9 Appeals, a man signed a deed to his daughter that was
10 not recorded until after his death and there's no
11 mention of that being a problem in the Court of
12 Appeals.

13 THE COURT: Give me the case again.

14 MR. EVANS: *Donnan v. Mariner*, 339 S.C. 621.
15 2000 Court of Appeals. And they cited a couple of
16 cases where there was not an actual physical delivery
17 of the deed, which we have evidence of here.

18 But what they said was it's not only
19 physically giving the deed to the grantee but also a
20 concurring intent to vest title in the grantee.

21 Now, the reason they found that this man did
22 not intend to give this property to his daughter was
23 that after he signed that deed and before it was
24 recorded, he sold a piece of the property on the deed
25 to someone else; and number two, there was testimony

1 that he was negotiating the sale of the whole property
2 to his neighbor.

3 So there were two clear instances that he
4 retained control over the property. We have none of
5 that in this case about Ms. White doing anything to
6 retain control over the property after she signed the
7 deed to Richard Brown and Sharon Brown.

8 So that's why they found there was no
9 delivery of the deed because the grantor's intent,
10 based on his actions, was not to part ways with his
11 property. He actually sold a piece of it to someone
12 else after that. And, you know, like I said, that
13 deed was recorded after his death.

14 Now, just real quickly, as far as a notary's
15 job, it's a notary's job to verify the identification.
16 She's the one notarizing the document and the
17 witnesses can rely on her verification of the
18 identification.

19 Now, as far as Ms. Cockrill making a big deal
20 out of this 2017 complaint that's talking about when
21 Ms. White died that her will was leaving the property
22 to Edward Mikell and trust for the family, it also
23 mentioned a deed to Richard Brown and Sharon Brown.

24 Of course, in that 2017 complaint, it says
25 unrecorded deed. By that time, it had been recorded

1 for a year when this case got refiled here in circuit
2 court.

3 Now, the big problem that happened in that
4 case, Your Honor, is that Mr. Heyward had a serious
5 conflict of interest. He couldn't represent Mr. Brown
6 on both saying this will creates a trust and therefore
7 the deed is no good or else the deed is good so
8 there's no trust. He had a serious conflict of
9 interest.

10 When Mr. Brown sought legal advice from me,
11 we pulled him out of that case and I'm representing
12 him on the deed. So he got, bad advice from
13 Mr. Heyward who had a serious conflict of interest.
14 He could not pursue both. So that's why he got out of
15 that case.

16 I mean, the -- I know you've heard this too
17 many times. But there's only one way to give legal
18 notice that an estate has been open in probate court,
19 and you have to file a proof of delivery with the
20 probate court or else no clock starts to run on any
21 heir that hasn't been served.

22 They still have the right to submit claims
23 against the estate. Those are pending. While they're
24 pending, the property is held in trust and it's estate
25 property. It's not some individual's property.

1 Finally, I would say as far as delivery of
2 the deed, I already talked about *Donnan v. Mariner*.
3 Ms. Cockrill referenced the 2011 deed to her client,
4 Edward Mikell. That's not part of the property that
5 was conveyed to the Browns. That's a whole separate
6 piece. That's not exercising control over the
7 property. She had 92 acres. She deeded 23 to this
8 nephew, and she deeded 3.3 acres to Mr. Mikell even
9 though he's saying he's got a will for all of it.

10 So the deed to Mr. Mikell has nothing to do
11 with exercising control over the 23 acres that she
12 signed a deed to the Browns.

13 The final thing I will say is that race
14 notice, yeah, we're the only ones with a validly
15 recorded deed. So the deed he has should be set aside
16 because numerous statutes say that this property is
17 held in trust.

18 The last statute I'll cite is 62-3-711 (a):
19 Until the termination of his appointment -- which has
20 not occurred. He's still in here as a PR -- he holds
21 the real estate of the estate and trust. 62-3-711.

22 His appointment has not been terminated. He
23 tried to terminate it by opening and closing the
24 estate real quickly without notifying half of the
25 heirs but the probate court did not accept that. They

1 reopened the estate.

2 So he is still currently the personal
3 representative of the estate of Estelle White. He
4 does not have a deed to himself individually. He
5 holds it in trust, possibly for himself, but the Court
6 will decide that.

7 MS. COCKRILL: Your Honor, may I comment on
8 *Donnan v. Mariner*?

9 THE COURT: Sure.

10 MS. COCKRILL: This case involved someone who
11 did exactly what allegedly Estelle White did, that his
12 actions contradicted. He instructed -- he said do not
13 record this deed until after death. This case is
14 going to talk about delivery of the deed. And it
15 says: While there's no prescribed method for
16 effective delivery, manual transfer of an instrument
17 to the hand of the grantee is neither required to
18 effectuate a valid delivery or dispositive of the
19 issue.

20 It further says: Delivery of deed includes
21 but not only an act by which the grantor convinces a
22 purpose to part with the control of the instrument but
23 a concurring intent thereby to vest title in the
24 grantee.

25 And so this Court deemed the actions of the

1 decedent here. He continued to exercise control over
2 the property. The Court finds they had ample evidence
3 to support the trial court's finding that Samuel did
4 not intend to part with control of the properties
5 during his lifetime. During his lifetime. Because
6 Samuel did not effectively deliver the deed prior to
7 his death, it is invalid.

8 So the case he's citing said the deed is
9 invalid because he didn't intend to deliver it. She
10 didn't want to part ways of control over it. Control
11 isn't just exercising it. It's the ability to
12 exercise it.

13 And when you have a derivation clause like we
14 have in this '07 deed that says all of the property
15 conveyed to her, I don't know, without a good property
16 description, does that also include the other
17 acreages?

18 The derivation clause says all of the
19 property, not a portion of the property. You heard
20 today's testimony that says don't tell the family.
21 It's the same set of facts in this case, too. Don't
22 tell the sister. He instructed her not to tell Jean
23 or her sister about the deed. And this Court, given
24 very similar fact patterns, says the deed is invalid.

25 THE COURT: All right.

1 MR. EVANS: Your Honor, last thing on that
2 specific case. Counsel is misinterpreting this case.

3 THE COURT: I'll take a look at it.

4 MR. EVANS: I'm just going to say real quick,
5 Your Honor. Page 627 says delivery of a deed includes
6 not only an act by which the grantor evinces a purpose
7 to part with the control of the instrument, the deed,
8 but a concurring intent thereby to vest title in the
9 grantee.

10 The reason the Court of Appeals found there
11 was no delivery was because three months after this
12 man signed a deed to his daughter, he conveyed a
13 portion of that exact same property to his neighbor in
14 fee simple, and then he was talking about selling all
15 the property.

16 THE COURT: Okay.

17 MR. EVANS: So that's why they found that he
18 continued to exercise control over the property.

19 THE COURT: He sold it to someone.

20 MR. EVANS: Yeah, he sold a part of it to
21 someone else before the deed got recorded. There's
22 nothing like that in this case.

23 THE COURT: All right. Okay. So here's some
24 of the questions I've got for you that I need to get
25 answered before I think I can make an adequate

1 determination of what goes on here.

2 My first question was who prepared that deed.
3 It's got problems. Was it prepared by an attorney?
4 If it wasn't, is it still effective? Okay. This
5 woman is not a lawyer. She might be an out-of-state
6 lawyer or she might not be a lawyer at all.

7 But I got that question. Can a deed be
8 prepared by a nonlawyer and still be effective in this
9 state? That's question number one.

10 Question number two has to do with who knew
11 what when, and that's why I want to know -- I want to
12 find out what the domestic relations order case says.
13 Okay? Y'all got me some sort of -- something to do
14 with a protective order. I think the divorce action
15 number is 2011-2640. You check behind me on that.

16 MR. EVANS: This is the final order of
17 divorce, looks like.

18 THE COURT: Is that the right case number,
19 2640?

20 MR. EVANS: It is.

21 THE COURT: Hand that to Ms. Cockrill. And
22 then I want to see what the financial declarations
23 say.

24 And then third question comes up with the
25 issue of delivery. Okay. We've been beating that one

1 around here pretty good here today is delivery and the
2 ramifications of that.

3 And I'm going to present you with a fourth
4 question because I've had this one come up before.
5 And that is there's a certain time period when the
6 estate is opened in which a -- I know a creditor has a
7 claim that they have to file. And it's in the probate
8 code. I can't cite you to the section right off the
9 bat.

10 But my recollection is it's within one year
11 of death and/or one year of -- it's a fairly short
12 statute of limitations time period that exists in the
13 probate code for bringing claims against an estate.
14 Okay?

15 As I understand it, this probate action was
16 commenced sometime in 2014 apparently right after
17 Tommy Brush started this litigation in which the
18 Browns were plaintiffs, and that's why the case was
19 apparently dismissed because there was a probate
20 action. So the Court says, well, y'all need to go to
21 probate court and deal with this thing.

22 And then -- so there was a 2014 action at
23 which Mr. Richard Brown was a plaintiff. Estelle
24 White was named the defendant. She was already dead.
25 She died in January. So then there was an estate

1 opened up sometime in 2014. I assume it was opened up
2 as an informal probate. I'm assuming that's what it
3 was. It went through the process.

4 I don't know what happened with that process,
5 but it sounded to me like the informal probate process
6 was completed. And after the fact, the motion was
7 made and it was reopened. Is that --

8 MS. COCKRILL: Yes. We have prepared a
9 timeline. I just want to show this to him. This is
10 just based off the -- here's the timeline that we
11 prepared. We just kind of go over the events.

12 Your Honor, the code section that you were
13 referring to, the creditor claim, is 62-3-803,
14 limitations on presentation of claims.

15 And what you said was accurate. One year
16 after the decedent's death or the time provided in
17 62-3-801 (b) for creditors firm and actual notice.

18 MR. EVANS: But heirs can also --

19 THE COURT: That's only as to creditors?
20 Does that only apply to creditors? We're not talking
21 about creditors here. We're talking about intestate
22 heirs.

23 MS. COCKRILL: I do believe that there is a
24 code section on the validity of the will, correct?

25 MR. EVANS: Do the heirs have to be served

1 with notice an estate has been opened before the time
2 starts to run on them making the claim?

3 I mean, it looks to me like the probate court
4 decided that way. Otherwise, why would they have
5 allowed this case to come back over to circuit court
6 and reopen it?

7 THE COURT: I don't know, but I know they do
8 that all the time. I'm always deciding their cases
9 for them. I don't know why. I wish they wouldn't do
10 it. That's how I'm so familiar with the probate code
11 because it drives me crazy.

12 So maybe the last one may not apply. I
13 haven't looked at it. It was just in the back of my
14 mind, and I have had to deal with it before. All
15 right.

16 MR. EVANS: Plus there's a consent order,
17 Your Honor, why we're before you. It was all parties
18 consented to these issues being decided by you.

19 THE COURT: Yeah, yeah, I understand that.

20 MS. COCKRILL: Your Honor, there's an
21 affidavit in -- since we're talking so much about the
22 probate, there is an affidavit that was filed by
23 Mr. Baker, and it's going to go to notice. We pulled
24 this from the estate file during the break. He didn't
25 think it was relevant, so I didn't want to push his

1 buttons.

2 MR. EVANS: You're talking about the
3 affidavit?

4 MS. COCKRILL: This is a part of the probate
5 record. And now he told me that he wasn't bringing
6 the probate stuff into it, so I let it go. Now I'm
7 kind of regretful because now he's done nothing but
8 cite the probate code and --

9 MR. EVANS: Well, what I said was that the
10 pleadings Your Honor has or the pleadings filed in the
11 circuit court, and the pleadings in probate court are
12 not before Your Honor.

13 MS. COCKRILL: You just said before that he's
14 here to decide all the probate issues.

15 Did he not just say that?

16 MR. EVANS: Well, I said he's here to decide
17 the issues that are in the consent order that all the
18 parties consented to. But the pleadings are a
19 different matter. I'm talking about the pleadings
20 that are before Judge Scarborough, the pleadings filed
21 in circuit court.

22 And besides, that affidavit of Mr. Baker, I
23 don't think anywhere in there it says that they gave
24 the legally statutory required notice of the opening
25 of an estate to Mr. Brown or numerous other heirs.

1 It talks about other ways he thought he could
2 accomplish notice, which is not correct. I think he
3 dropped that.

4 MS. COCKRILL: Would it be helpful for Your
5 Honor for us to get a complete copy of the entire
6 probate file and give it to you?

7 THE COURT: God, I hope not.

8 MS. COCKRILL: If it's helpful for the Court,
9 we can also provide you -- I have a copy for you.

10 MR. EVANS: These are pleadings from the
11 probate court motion to dismiss. This thing already
12 got ruled on and sent over to circuit court.

13 THE COURT: Let me tell you. What they do
14 over there is they send stuff to me to answer. I'm
15 going to answer the question I have been asked.

16 Question I have been asked is which of these
17 deeds is valid. Okay? That's the question I've been
18 asked.

19 Let me just say this because I have been
20 wanting to get into this 2014 case. What did they
21 know and when did they know it.

22 And on May 5 of '15 with a May 6 of '15
23 certificate of mailing, Barry Baker filed an answer
24 and counterclaim of Edward Mikell alleging that he was
25 the sole heir under a will dated September 13th, '78,

1 and that would have been provided to his counsel -- or
2 actually, I think that Mr. Brush had been relieved as
3 counsel. There was an affidavit in there from Richard
4 Brown saying he's no longer my counsel.

5 So this was mailed to Richard Brown at his
6 address, 1882 Christian Road, and Mr. Roges Brown at
7 1883 Birds Nest Road. So the two of them, the Court
8 is going to find, got notice of the facts. So they
9 had to have known on or about May -- by May the 10th
10 of '15 that there was a will that had been entered --

11 MR. EVANS: But Your Honor --

12 THE COURT: -- to probate. Okay?

13 MR. EVANS: -- still have to notice --

14 THE COURT: I'm not arguing whether or not
15 they got information of heirs. That's a different
16 issue. That is not before me. Okay? That question
17 is absolutely not before me. That's got to be a
18 probate decision.

19 The question before me is whether or not the
20 deed to your client is valid or not. And if it is,
21 then they should have some of this estate property.
22 If it's not then the property should be within the
23 estate. And that estate, as I understand it, has been
24 reopened for the purposes of going back through a
25 formal probate proceeding. That's the question.

1 MS. COCKRILL: Your Honor, I would agree with
2 what you just said that once we complete what your --
3 once all final decrees have been entered by the Master
4 in Equity and at the time when all appeals have
5 expired, plaintiffs -- and to remind you, plaintiffs
6 includes Richard in the action -- shall have the right
7 to request the Court to schedule a hearing on the
8 issues that have been continued.

9 And so they very much expect us back over
10 next door to deal with some of these notice issues.
11 So if the plaintiffs request another hearing, they'll
12 be required to serve the pleadings in the hearing on
13 all known defendants. The plaintiffs will be required
14 to publish notice of appointment of guardian ad litem,
15 notice of a hearing once a week for three weeks in a
16 newspaper of general circulation.

17 THE COURT: Is that the consent order you're
18 reading from?

19 MS. COCKRILL: Yes. And this consent
20 order -- would you like me to --

21 THE COURT: Yep. Let me take a look at that.

22 MS. COCKRILL: This isn't signed by him.
23 This is signed by Willie Heyward when he and Barry
24 Baker -- when they were the attorneys.

25 THE COURT: So what Judge Kirchner says is

1 that the matter has continued to allow the plaintiffs
2 to file the quiet title action over here and upon a
3 final decree be entered by the master on all appeals
4 expired. Have a right to request this Court schedule
5 a hearing on the issues that were continued.

6 The issue being continued is what happened
7 over there in probate court. I got no jurisdiction
8 over probate. I just have to figure out the validity
9 of this deed. Okay? That's what I'm doing --

10 MR. EVANS: Validity and priority of the
11 deed. I don't know what issues continued out of
12 probate court or if there are any except maybe
13 Mr. Mikell filing the documents to close the estate.
14 But, I mean, if notice was still an issue --

15 THE COURT: Not my concern. Might be y'all's
16 concern.

17 MR. EVANS: I don't need to go back to
18 probate court. Once you rule on the deed, I have no
19 need to go back to probate court.

20 MS. COCKRILL: We'll go back and straighten
21 this out.

22 THE COURT: Okay. Counsel, let me tell you
23 the good news for me and the bad news for you.

24 Y'all get to upload your exhibits to the
25 record. Okay? One of the things I like to do -- if

1 y'all have that divorce decree, I'll take a look at
2 it. Y'all can walk with that.

3 MS. COCKRILL: I have it. Sorry.

4 THE COURT: I think I've got copies. But the
5 originals, some are in your possession. I forget what
6 your Exhibit 1 was. The man's report I think it was,
7 right?

8 MS. COCKRILL: Yes, Your Honor. And you have
9 all of that.

10 THE COURT: Okay. I'm going to give you
11 those back. You have to upload those to the record.
12 Make sure you get everything that you're supposed to
13 have in there because I had a separate set of
14 documents y'all handed me.

15 This was Mr. Taylor's report.

16 MS. COCKRILL: That never ended up getting
17 discussed because of the notice. So how would you
18 like us to reference it?

19 THE COURT: Was it referred to me for quiet
20 title?

21 MS. COCKRILL: Yeah.

22 THE COURT: I think that issue is going to
23 come up with Mr. Heyward, is it not?

24 MS. COCKRILL: It is. And so what I did was
25 in preparation of having our witness testify to the

1 tree, we created this nice tree for you. And it's
2 marked as an exhibit but we didn't actually use it.

3 THE COURT: You can put it in unless there's
4 an objection.

5 MR. EVANS: You got a deed?

6 THE COURT: Unless there's an objection, you
7 can put it in.

8 So here's what I'm going to ask y'all to do.
9 You gave me a bunch of cases to read this morning,
10 Ms. Cockrill. I have not gotten through all of them.
11 I saw you referenced some of them.

12 Mr. Evans, you referenced a couple of cases,
13 one of which was that Donnan case. Y'all both talked
14 about that one.

15 Was there any other cases in particular you
16 wanted me to look at or statutes? You mentioned some
17 statutes. I wrote those down. *Donnan v. Mariner* was
18 the one I'll take a look at.

19 MR. EVANS: Also about extrinsic evidence,
20 *Smith v. Rucker*.

21 THE COURT: On the deed question?

22 MR. EVANS: Right. That's on extrinsic
23 evidence coming in to explain the grantor's intent
24 where there's an ambiguity in the deed. It's citing
25 *Bellamy v. Bellamy*, which is 292 S.C. 107, but there

1 was a -- here it is. *Smith v. Rucker*, Court of
2 Appeals 2004. That's 357 S.C. 532.

3 THE COURT: 357 S.C. 532?

4 MR. EVANS: Correct.

5 THE COURT: All right. Take a look at that.
6 My usual procedure, if I'm not clear on the facts of
7 the law, is to ask for y'all to submit proposed
8 orders. Generally ask that to be done within 30 days.
9 If y'all could submit those to my law clerk,
10 Ms. Wilkerson, within 30 days would be ideal.

11 If you need some additional time, you just
12 need to let me know. And her e-mail is
13 mie@charlestoncounty.org. Okay? Put whatever
14 citation of authority in your order you want me to
15 cite to.

16 I've got the three questions that I've got to
17 deal with. And if I get some insight into those in
18 the meanwhile, I'll do a conference call with y'all
19 and give you my feeling with where we are on those.

20 I have a bunch of trials lined up right now,
21 so I'm trying to get from one to the next one. Okay?

22 So I appreciate your attention. I appreciate
23 your civility. Makes my life a little easier. All
24 right. And my goal is to give y'all an answer within
25 30 days of that.

1 This has been going on a long time. I
2 realize that. I don't know that this fully ends it.
3 Anyway, I'm going to make the decision. Going to make
4 that call when we get there. Okay? Thank y'all.

5 (Off the record at 4:42 p.m. on May 31st,
6 2023.)

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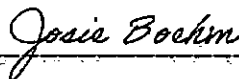
25

1 COURT REPORTER'S CERTIFICATE

2
3 I DO HEREBY CERTIFY THAT THE TESTIMONY
4 CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO
5 WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A
6 COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A
7 TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE
8 TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

9 I DO FURTHER CERTIFY THAT I AM NOT CONNECTED
10 BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR
11 ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF
12 EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY
13 IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL,
14 ATTORNEY, AGENT, OR OTHERWISE.

15 SIGNED THIS THE 4th DAY OF OCTOBER 2023.

16 
17 JOSIE ALLEN BOEHM

18 My Commission Expires 10/18/32
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23
24
25

Jeffrey S. Taylor
Forensic Document Examiner
P.O. Box 30263 • Charlotte, NC • 28230
(704) 574-0474

May 29, 2023

Ms. Kathryn M. Cockrill
Law Offices of Kathryn M. Cockrill
665 St. Andrews Blvd.
Charleston, SC 29407

Re: Estelle M. White
TQDE #23052200



Dear Ms. Cockrill:

Pursuant to your request, a detailed examination has been conducted on the exhibits submitted on 1/16/21 via hand delivery at the office of Marvin Dawson and email on 5.22/23. A description of these items and the results of the examination follow.

Questioned Exhibits

- Q-1:** Photocopies of a two-page State of South Carolina County of Charleston Title to Real Estate dated 6/11/07.
- Q-2:** A photocopy of a one-page State of South Carolina County of Charleston Affidavit dated 6/11/07.

Known Exhibits

- S-1:** Photocopies of the following exhibits were submitted as known specimen writing of Estelle M. White:
- A four-page State of South Carolina County of Charleston General Power of Attorney Dated 12/27/11.
 - A five-page Health Care Power of Attorney dated 12/27/11.
 - A three-page State of South Carolina County of Charleston Quit Claim Deed dated 12/13/11.
 - A one-page Last Will and Testament of Estelle White dated 9/13/78.
 - A one-page State of South Carolina Application for Registration dated 10/18/67.

Examinations Conducted

A detailed examination and comparison was conducted between the known writing of Estelle M. White (S-1) and the questioned signatures appearing on the Exhibit Q-1 and Q-2 items to determine whether or not the author of the specimen material wrote the material in question.

Results of Examination

It has been determined that Estelle M. White (S-1) probably did not write the questioned signatures appearing on the Exhibit Q-1 and Q-2 items. Differences exist between the individual characteristics found in the questioned and known signatures that include but are not limited to the following:

- The questioned signatures lack the amount of variation that is found in the known signatures.
- The overall line quality of the questioned signatures is better than the line quality that is found in the known signatures.
- The attention to baseline that is found in the questioned signatures is better than what is found in the known signatures.
- The "E" in "Estelle" in the questioned signatures begins at about 6 o'clock on the dial. The start of the "E" in "Estelle" in the known signatures is at about 9 o'clock on the dial.
- The t-crossings in the questioned signatures are lower on the letter than the same features in the known signatures.
- The "s" in "Estelle" in the questioned signatures is closed at the bottom whereas in the known signatures it is normally open.
- There is a long underhand approach to the "W" in "White" in the questioned signatures. In the known signatures the "W" starts with an overhand movement.
- There is a retrace in the center of the "W" in "White" in the questioned signatures that does not appear in the known signatures.
- The approach to the "h" in "White" in the questioned signatures is higher on the letter than the same feature in the known signatures.
- The "e" in "White" terminates to about 2 o'clock on the dial in the questioned signatures. In the known signatures the "e" in "White" terminates between 3 and 6 o'clock on the dial.

Remarks

A qualified "probably did not write" opinion means the evidence contained in the handwriting points rather strongly toward the questioned and known signatures having not been written by the same individual; however, it falls short of the "virtually certain" degree of confidence. In this case it is more likely that Estelle M. White (S-1) is not the author of the questioned signatures.

The qualified opinion in this case is due in part to the quality of the photocopies submitted for examination and the lack of contemporaneous known writing for comparison purposes. It would be of value to obtain additional known specimen signatures from Estelle M. White (S-1), executed on or about the same time as the questioned signatures.

Ms. Kathryn M. Cockrill
Page 3 of 3

The examination, comparison, and evaluation of the submitted exhibits were performed using reliable principles and methods of forensic document examination, and in accordance with the standard practices and procedures of the field.

A chart containing the questioned and known signatures has been prepared and is included with this report. This can be used as an aid with the descriptions above to understand the opinion rendered in this case.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jeffrey S. Taylor', with a stylized flourish at the end.

Jeffrey S. Taylor
Forensic Document Examiner, D-ABFDE

Enclosure

6/15
REC BK 0224 Pg 743 : pg 2 #
ELECTRONICALLY FILED - 2023 Jun 08 10:36 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1006368

THIS Deed was prepared in the Law Office of Brush Law Firm, 12A Carriage Lane, Charleston, SC 29407.

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 Edward Mikell and Lillie Mikell, as joint tenants with full rights of survivorship and not as tenants in common, and as hereinabove described, against me and my Heirs.

WITNESS my Hand and Seal, this 13 day of December in the year of our Lord Two Thousand and Eleven.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
(Signature of 1st Witness)

Estelle M. White
Estelle M. White

Jay Thomas
(Signature of Notary Public as
2nd Witness)

STATE OF SOUTH CAROLINA

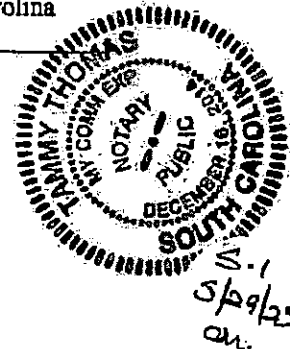
COUNTY OF CHARLESTON

I, Tammy Thomas, do hereby certify that Estelle M. White, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13th day of December, 2011.

Jay Thomas
Notary Public For South Carolina
My commission expires: _____

File #005709



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date 12-13-2011

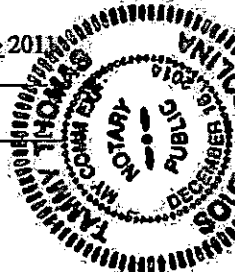
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Estelle M. White TO Edward Mikell and Lillie Mikell ON 12-13-2011
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 distribution to a trust beneficiary.
 - (C) ☒ EXEMPT from the deed recording fee because. (Exemption # 1)
(Explanation if required) Aunt to Nephew
(If Exempt, please skip items 4-6, and go to item 7 of this affidavit.)
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 \$5.00.
 - (B) ☐ The fee is computed on the fair market value of the realty which is \$.
 - (C) ☐ The fee is computed on the fair market value of the realty as established for property Tax purposes which is \$.
5. Check YES ☐ or NO ☐ to the following: a lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$.
6. The DEED Recording Fee is computed as follows:
 - (A) ☐ the amount listed in item 4 above.
 - (B) ☐ the amount listed in item 5 above. (no amount place zero)
 - (C) ☐ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Attorney
8. Check if property other than Real Property is being transferred on this Deed.
 - (A) ☐ Mobile Home
 - (B) ☐ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____
deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

10. 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 this 13 Day of December 2011

Jay Thomas
Notary Public for South Carolina
My Commission Expires _____



Signed _____
Grantor, Grantee, or Attorney that prepared this form
Thomas H. Brush
Type or Print Name here

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BP0224743

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

QUIT CLAIM DEED
Title not Examined nor Insured

KNOW ALL MEN BY THESE PRESENTS, THAT

Estelle M. White

in the State aforesaid for and in consideration of the sum of Five dollars & no cents (\$5.00) to us in hand paid at and before the sealing of these presents by

Edward Mikell and Lillie Mikell

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released by these Presents do grant, bargain, sell and release unto the said Edward Mikell and Lillie Mikell, as joint tenants with full rights of survivorship and nto as tenants in common, the following described property to wit:

All that certain piece parcel or lot of land situate lying and being in Charleston County, South Carolina composing 3.31 acres and butting and bounding as follows:

North: On Birds Nest Roads and lands now or formerly of William Edward Stokes, Sr.

West: On Birds Nest Road and other lands of the Grantor

South: On lands now or formerly of David W. Middleton Sr. and John A. Middleton, Sr.

East: On lands now or formerly of William Edward Stokes, Sr.

This property is currently known as being approximately 3.31 acres of land, being triangular in shape and known as TMS # 217-00-00-037.

THIS conveyance is made SUBJECT TO any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the RMC Office for Charleston County, South Carolina.

BEING a portion of the property conveyed to Estelle M. White herein by deed of Roger Mikell, dated 05/14/55, and recorded in the RMC Office for Charleston County in Book L60 at Page 273

TMS # 217-00-00-037

Grantee(s) Address: 1950 Birds Nest Road
Wadmalaw Island SC 29487

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RMC BK 0224 Pg 743 : pg 1 *
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8. SUCCESSORS

If an agent named by me dies, becomes legally disabled, resigns, refuses to act, becomes unavailable, or if an agent who is my spouse is divorced or separated from me, I name the following as successors to my agent, each to act alone and successively, in the order named.

A. First Alternate Agent: Edward M. Kell

Address: 1950 Birds Nest Rd Woodrow Telephone: 559-8844
Island SC 29487

B. Second Alternate Agent: N/A

Address: _____ Telephone: _____

9. ADMINISTRATIVE PROVISIONS

a. I revoke any prior Health Care Power of Attorney and any provisions relating to health care of any other prior power of attorney.

b. This power of attorney is intended to be valid in any jurisdiction in which it is presented.

10. UNAVAILABILITY OF AGENT

If at any time the Agent or Successor Agents named herein are unable or unwilling to make decisions concerning my health care, and those decisions are to be made by a guardian, by the Probate Court, or by a surrogate pursuant to the Adult Health Care Consent Act, it is my intention that the guardian, Probate Court, or surrogate make those decisions in accordance with my directions as stated in this document.

BY SIGNING HERE I INDICATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND THE EFFECT OF THIS GRANT OF POWERS TO MY AGENT.

I sign my name to this Health Care Power of Attorney on this 27th day of December, 2011. My current home address is

Signature: Estelle M. White

Print Name: Estelle M. White

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HEALTH CARE POWER OF ATTORNEY

(South Carolina Statutory Form, Code of Laws Section 62-5-504)

1. DESIGNATION OF HEALTH CARE AGENT

I, Estelle M. White, hereby appoint
(Principal)

Lillie McKell

(Agent)

1950 Birds Nest Road Wadmalaw Island SC 29487
(Address)

Home Telephone: () 843-559-3844 Work Telephone: () N/A as my
agent to make health care decisions for me as authorized in this document.

2. EFFECTIVE DATE AND DURABILITY

By this document I intend to create a durable power of attorney effective upon, and only during, any period of mental incompetence.

3. AGENT'S POWERS

I grant to my agent full authority to make decisions for me regarding my health care. In exercising this authority, my agent shall follow my desires as stated in this document or otherwise expressed by me or known to my agent. In making any decision, my agent shall attempt to discuss the proposed decision with me to determine my desires if I am able to communicate in any way. If my agent cannot determine the choice I would want made, then my agent shall make a choice for me based upon what my agent believes to be in my best interests. My agent's authority to interpret my desire is intended to be as broad as possible, except for any limitations I may state below.

Accordingly, unless specifically limited by Section E, below, my agent is authorized as follows:

- A. To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and the use of mechanical or other procedures that affect any bodily function, including, but not limited to, artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation;
- B. To authorize, or refuse to authorize, any medication or procedure intended to relieve pain, even though such use may lead to physical damage, addiction or hasten the moment of, but not intentionally cause, my death;
- C. To authorize my admission to or discharge, even against medical advice, from any hospital, nursing care facility, or similar facility or service;

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D. To take any other action necessary to making, documenting, and assuring implementation of decisions concerning my health care, including, but not limited to, granting any waiver or release from liability required by any hospital, physician, nursing care provider, or other health care provider; signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in my name, and at the expense of my estate to force compliance with my wishes as determined by my agent, or to seek actual or punitive damages for the failure to comply.

E. The powers granted above do not include the following powers or are subject to the following rules or limitations: N/A

4. **ORGAN DONATION (INITIAL ONLY ONE)**

My agent may EMW; may not _____ consent to the donation of all or any of my tissue or organs for purpose of transplantation.

5. **EFFECT ON DECLARATION OF A DESIRE FOR A NATURAL DEATH (LIVING WILL)** I understand that if I have a valid Declaration of a Desire for a Natural Death, the instructions contained in the Declaration will be given effect in any situation to which they are applicable. My agent will have authority to make decisions concerning my health care only in situations to which the Declaration does not apply.

6. **STATEMENT OF DESIRE AND SPECIAL PROVISIONS**

With respect to any Life-Sustaining Treatment, I direct the following:
(INITIAL ONLY ONE OF THE FOLLOWING 4 PARAGRAPHS)

(1) **GRANT OF DISCRETION TO AGENT.** I do not want my life to be prolonged nor do I want life-sustaining treatment to be provided or continued if my agent believes the burdens of the treatment outweigh the expected benefits. I want my agent to consider the relief of suffering, my personal beliefs, the expense involved and the quality as well as the possible extension of my life in making decisions concerning life-sustaining treatment.

OR

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(2) EmH **DIRECTIVE TO WITHHOLD OR WITHDRAW TREATMENT.** I do not want my life to be prolonged and I do not want life-sustaining treatment:

a. If I have a condition that is incurable or irreversible and, without the administration of life-sustaining procedures, expected to result in death within a relatively short period of time;

OR

b. If I am in a state of permanent unconsciousness.

OR

(3) **DIRECTIVE FOR MAXIMUM TREATMENT.** I want my life to be prolonged to the greatest extent possible, within the standards of accepted medical practice, without regard to my condition, the chances I have for recover, or the cost of the procedures.

OR

(4) **DIRECTIVE IN MY OWN WORDS:** _____

7. **STATEMENT OF DESIRES REGARDING TUBE FEEDING**

With respect to Nutrition and Hydration provided by means of a nasogastric tube or tube into the stomach, intestines, or veins, I wish to make clear that: **(INITIAL ONLY ONE)**

EmH I do not want to receive these forms of artificial nutrition and hydration, and they may be withheld or withdrawn under the conditions given above.

OR

 I do want to receive these forms of artificial nutrition and hydration.

IF YOU DO NOT INITIAL EITHER OF THE ABOVE STATEMENTS, YOUR AGENT WILL NOT HAVE AUTHORITY TO DIRECT THAT NUTRITION AND HYDRATION NECESSARY FOR COMFORT CARE OR ALLEVIATION OF PAIN BE WITHDRAWN.

SI
5/29/23
EmH

WITNESS STATEMENT

I declare, on the basis of information and belief, that the person who signed or acknowledged this document (the principal) is personally known to me, that he/she signed or acknowledged this Health Care Power of Attorney in my presence, and that he/she appears to be of sound mind and under no duress, fraud, or undue influence.

I am not related to the principal by blood, marriage, or adoption, either as a spouse, a lineal ancestor, descendant or the parents of the principal, or spouse of any of them. I am not directly financially responsible for the principal's medical care. I am not entitled to any portion of principal's estate upon his/her decease, whether under any will or as an heir by intestate succession, nor am I the beneficiary of an insurance policy on the principal's life, nor do I have a claim against the principal's estate as of this time. I am not the principal's attending physician, nor an employee of the attending physician. No more than one witness is an employee of a health facility in which the principal is a patient. I am not appointed as Health Care Agent by this document.

Witness No. 1:

Signature: *Brandi B. Norris*

Date: 12-27-11

Print Name: Brandi B. Norris

Telephone: (843) 766-5576

Address: 12-A Carriage Lane, Charleston, South Carolina 29407

Witness No. 2:

Signature: *Tommy Thomas*

Date: 12-27-2011

Print Name: Tommy Thomas

Telephone: (843) 766-5576

Address: 12-A Carriage Lane, Charleston, South Carolina 29407

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LAST WILL AND TESTAMENT

OF

ESTELLE WHITE

Mary C. Hollenbaugh
Ch.

IN THE NAME OF GOD, AMEN.

I, ESTELLE WHITE, of the County of Charleston, State of South Carolina, being of sound and disposing mind and memory, but mindful of the uncertainty of life, do hereby make, publish and declare this instrument in writing to be my Last Will and Testament, hereby revoking all other or former Wills or instruments of a testamentary nature heretofore made by me.

ITEM I. I direct that all of my just debts and funeral expenses be paid as soon after my death as is practicable.

ITEM II. I give, devise and bequeath to my nephew, EDWARD MIKELL, of Jersey City, New Jersey, approximately 92.34 acres of land on Wadmalaw Island, Charleston County, South Carolina, being the same tract of land conveyed to me by Roger Mikell by Deed dated the 14th day of May, 1955.

ITEM III. LASTLY, I nominate, constitute and appoint my nephew, EDWARD MIKELL, to serve as the Executor of my estate.

IN WITNESS WHEREOF, I, the said, ESTELLE WHITE, have hereunto set my hand and seal to this, my Last Will and Testament, this 13th day of September, 1978.

Estelle White
ESTELLE WHITE

(L.S.)

SIGNED, SEALED, PUBLISHED AND DECLARED by the Testatrix, ESTELLE WHITE, as her Last Will and Testament, in the presence of us, who, at her request and presence, and in the presence of each other, all present together, have here subscribed our names as witnesses thereto. *S-1 5/29/88*

George E. Thompson, Jr. Address *56 Broad St. Charleston, S.C.*



0-173-567

State of South Carolina

APPLICATION FOR REGISTRATION

WHITE ESTELLE MDated at Charleston, S.C. 18 day of Oct, 19671. White Estelle M
Last Name First Name Middle Initial

hereby apply for registration as an elector and certify under oath that the following information is correct:

Sex female Hair Black Eyes BrownWeight 130 Height 5-5 Race negro

Social Security No. [REDACTED]

Or Other Identification No.

(If None, So State)

none2. My occupation is house work
I was born atWadmalaw Isl. S.C.
City County State

on [REDACTED] Date

I reside at Rt 1, Box 85 Wadmalaw Isl.
Street or RFDin the City or Town of Charleston S.C.

in _____ Township or Parish

in Charleston County:My voting precinct is Wad. Isl.☒ 3. (a) I will have resided in South Carolina for at least one year, in this county for at least six months and in my voting precinct for at least three months prior to any election at which I will be entitled to vote if a registration certificate is issued to me upon this application;☐ (b) I am a minister or spouse of a minister in charge of an organized church in this State and will have resided in South Carolina for a period of six months prior to any such election; orSworn to and subscribed before me this 18 day of Oct, 1967Esau Jenkins
Notary Public or Member or Clerk of Registration BoardCommon Pleas Oct 4, 1967

IMPORTANT: Commencing September 1, 1967 through September 30, 1968, an elector possessing a valid certificate issued prior to September 1, 1967, may acquire a new certificate by mailing or having delivered a completed application in duplicate, together with such valid certificate to his registration board. Such application shall be sworn and subscribed to before a Notary Public of this State. Notaries Public of this State are authorized to execute the oath made in conjunction with such an application.

Any person who does not hold a valid registration certificate issued prior to September 1, 1967, may secure an complete same prior to appearing before the Registration Board but the application should not be signed in advance.

WADMALAW ISLAND 2 715-175-116-45-09-99-06

For Registration Board Use Only

Disapproved

Approved

Chas

(County)

Registration Board

By

M. J.

Member of Board

Date

10/20 1967☐ (c) Add. Update 3-10-86
I am a teacher of public school or spouse of a teacher and will have resided in South Carolina for a period of six months prior to any such election. cor + SS#☒ 4. I am not an idiot, or insane, a pauper supported at public expense or confined in any public prison.

5. I will demonstrate to the registration board that:

☒ (a) I can read and write a section of the Constitution of South Carolina; or☐ (b) I own and have paid all taxes due last year on property in this State assessed at three hundred dollars, or more; or☒ (c) I am otherwise qualified.☒ 6. (a) I have never been convicted of any of the following crimes: Burglary, arson, obtaining goods or money under false pretenses, perjury, forgery, robbery, bribery, adultery, bigamy, wife-beating, housebreaking, receiving stolen goods, breach of trust with fraudulent intent, fornication, sodomy, incest, assault with intent to ravish, miscegenation, larceny, murder, rape or crimes against the election laws; or☐ (b) I have been legally pardoned for such conviction.7. I was last registered in Wad. Isl.
Precinct

County

State

8. My mailing address is Rt 1, Box 85Wadmalaw Isl. S.C.

WHOEVER SHALL, WILFULLY AND KNOWINGLY, SWEAR FALSELY IN TAKING ANY OATH REQUIRED BY LAW, ADMINISTERED BY ANY PERSON DIRECTED OR PERMITTED BY LAW TO ADMINISTER SUCH OATH, SHALL BE GUILTY OF PERJURY AND, ON CONVICTION, INCUR THE PAINS AND PENALTIES OF THAT OFFENSE.

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on

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Estelle M. White, a resident of Charleston County, by these presents do make, constitute and appoint Edward Mikell as my true and lawful attorney, for me and in my name, place and stead:

I hereby revoke any and all general powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include but not be limited to, the power:

1. To open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, and other similar accounts with financial institutions;

a. To conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation, or political entity.

b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

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- c. Have access to any safety deposit box that I might own, including its contents.
2. To ask, demand, sue for, collect and receive all sums of money, dividends, interest, payments on account of debts and legacies and all property now due or which may hereafter become due and owing to me, and give good and valid receipts and discharges for such payments;
3. To sell, assign and transfer stocks and bonds and securities standing in my name or belonging to me;
4. To buy and sell securities of all kinds in my name and for my account and at such prices as shall seem good to her;
5. To sign, execute, acknowledge and deliver in my name, all transfers and assignments of securities;
6. To borrow money and to pledge securities for such loans if in the judgment of my attorney such actions should be necessary;
7. To consent in my name to reorganizations and mergers, and to make exchange of securities for new securities;
8. To manage real property, to sell, convey and mortgage realty, and to foreclose mortgages and to take property in my name, if she thinks proper, to execute, acknowledge and deliver deeds of real property, mortgages, releases, satisfactions and other instruments relating to my primary residence.
9. To sell, convey, lease, gift, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession).
10. To place and effect insurance;

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11. To do business with banks, and particularly to endorse all checks and drafts made payable to my order and to collect the proceeds;

12. To sign in my name checks on all accounts standing in my name, and to withdraw funds from said accounts, to open accounts in my name or in her name as my attorney-in-fact;

13. To manage and operate any business which I may own and operate with authority and power in connection with said business or otherwise to buy, sell, rent, exchange, mortgage, pledge or assign real or personal property and to hire and fire employees and to do all other things necessary thereunto.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, shall not be affected by my disability or lack of mental competence, and shall continue effective until my death; provided, however, that this Power may be revoked by me at any time by providing written notice to my Agent.

5/19/23

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY PHYSICAL
DISABILITY OR MENTAL INCOMPETENCE OF THE PRINCIPAL WHICH RENDERS THE
PRINCIPAL INCAPABLE OF MANAGING HIS OWN ESTATE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of
December, 2011.

Witness

[Signature]
Don Thomas

[Signature]
Estelle M. White

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw
the within-named, Estelle M. White, sign, seal and as his/her act and deed, deliver the within-written
Power of Attorney, and (s)he, with the other witness, witnessed the execution thereof.

[Signature]

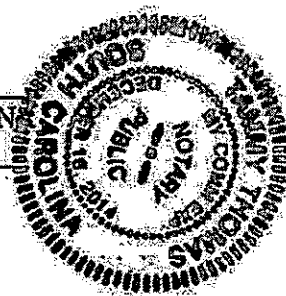
SWORN TO AND SUBSCRIBED BEFORE ME

This 27 day of December, 2011.

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____



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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 being transferred by AUNT TO NEPHEW and NEPHEW'S wife dated June 11 2007.

3. Check one of the following: THE DEED IS

(a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ☒ EXEMPT from the deed recording fee because this is a transfer of property between family members.

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 \$.00

(b) ☐ The fee is computed on the fair market value of the realty which is \$

(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. CHECK YES ☐ OR NO ☒ to the following: A lien or encumbrances 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 approximately \$

6. THE DEED RECORDING FEE IS COMPUTED AS FOLLOWS:

(a) ☐ .00 the amount listed in item 4

(b) ☐ .00 the amount listed in item 5 above

(c) ☐ .00 Subtract line 6(b) from Line 6(a) and place the result

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

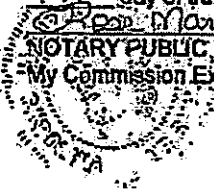
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Estelle White
Estelle White

SWORN to before me this

11 day of June, 2007

Paul Marie Thomas
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 1-19-2011



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#PGS:

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TITLE TO REAL ESTATE
TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS THAT, Estelle White, for
and, in consideration of One and 00/100 (\$1.00) Dollar and love and affection for to
Richard Brown, Sr. and Sharon Y. Brown, us in hand paid at and before the sealing of
these presents by Estelle White, in the County 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 Richard Brown, Sr. and Sharon Y. Brown.
is heirs and assigns, all of my interest in and to the following described property, to wit:

ALL that lot of land piece or parcel of land, situate, lying and being in St. John's Fire
District, Charleston County, State aforesaid, and containing 20 acre(s) and 2.3 acres,
more or less. Bounded _____ (north, south, east or west) formerly by a lot owned
by Estelle White; all of said description more fully appearing when reference is had to
the lot hereby conveyed, made by _____, Surveyor, dated _____.

BEING the property conveyed to _____ by deed of _____, dated _____, and
recorded in the RMC Office for Charleston County in Deed Book _____.

THE tax map number is: 217-00-00-017 and 217-00-00-137

THE Grantee's address are Richard Brown, Sr. and Sharon Y. Brown

217 Bamebrook Ave
St. 490

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

TO HAVE AND TO HOLD, all and singular, the said premises before
mentioned unto the said Estelle White, their heirs and assigns,

5/19/23
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AND I do hereby bind myself and my heirs and assigns, to warrant and forever defend, all and singular, the said premises unto Richard Brown, Sr. and Sharon Y. Brown, their heirs and assigns.

WITNESS my Hand and Seal this 11th day of June in the year of our Lord two thousand and seven

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Julene Velez
Witness # 1 signs here
Julene Velez
Witness # 2 signs here

Estelle White
Estelle White

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The within instrument was acknowledged before me by its maker.

SWORN to before me this
11th day of June, 2007

Debra Marie Mason
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1-19-2011

Q-1
5/29/23
du

Questioned

Estelle White

Estelle White

Known

Estelle White

Estelle M. White

Estelle M. White

Estelle White

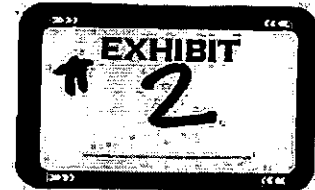
Estelle White



Questioned

Estelle White

Estelle White



Known

Estelle White

Estelle M. White

Estelle M. White

Estelle White

Estelle White



L60-273

BOOK L 60 PAGE 273

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, THAT

J. Roger McKell, of Wadswaith Island,
Charleston County

in consideration of the sum of
One Dollar and the love and affection DOLLARS
to me his daughter her true full and complete consideration
and before the station of these presents by
Estelle M. White

in the State aforesaid
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
unto the said Estelle M. White, her heirs and assigns

all that piece, parcel or tract of land
situate, lying and being on Wadswaith Island
in the County of Charleston, State of South Carolina, being in
the district known as St. Johns #9 and measuring
and containing 92.34 acres more or less together
with the buildings thereon

Being composed of two tracts of land heretofore
conveyed to the grantor herein by John C. Wilson
by deed dated 7-15-1904 and recorded in Deed Book
D-24 page 279 and by Frank W. Wilson by deed
dated - day of - 1971 and recorded in Deed Book

D-267739

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
Estelle M. White, her heirs and assigns forever

92.34 ac

Tracts
in D-267739

EXHIBIT
3

EXHIBIT 22

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF:

ESTELLE WHITE

(Decedent)

IN THE PROBATE COURT

DEED OF DISTRIBUTION
(Real Property Only)
NOT A WARRANTY DEED

CASE NUMBER: 2014-ES-10-1344

County where property is located if not above County.

The undersigned states as follows.

Decedent died on January 25, 2014; and probate of the Estate is being administered in the Probate Court for Charleston County, South Carolina, in File # 2014-ES-10-1344

I was appointed Personal Representative(s) on August 19, 2014

Decedent owned real property described as follows:

Tax Map Numbers: TMS# 217-00-00-017
TMS# 217-00-00-137
TMS# 217-00-00-018
TMS# 217-00-00-042

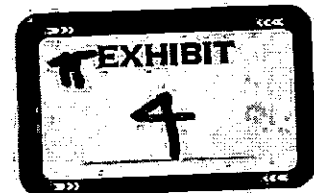
Street/Property Address: SEE ATTACHED EXHIBIT "A"

Legal Description: SEE ATTACHED EXHIBIT "A"

This transfer is made pursuant to:

X Decedent's Will

- ☐ Intestacy Statute: SCPC 62-2-103
☐ Private Family Agreement: SCPC 62-3-912
☐ Disclaimer by: _____
☐ Probate Court Order issued on _____
☐ Other: _____



In accordance with the laws of the State of South Carolina, the Personal Representative(s) does/do hereby grant, bargain, and release all of the Personal Representative(s)' right, title and interest, including statutory and/or testamentary powers, over the real property described to the beneficiaries named below

Name. Edward Mikell 100%
 Address. 1950 Birds Nest Road
Wadmalaw Island, SC 29487
 Name _____
 Address. _____

Name _____
 Address _____
 Name _____
 Address _____

☐ An additional sheet is attached for names of additional beneficiaries (check, if applicable)

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

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said EDWARD MIKELL, his heirs and assigns forever.

IN WITNESS WHEREOF the undersigned, as Personal Representative(s) of the above Estate, has executed this Deed of Distribution, on this 18th day of November, 2015.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

Witness: [Signature]
 Print Name: BARRY I BAKER
 Witness: [Signature]
 Print Name: Kyle T. Varner

Estate of: ESTELLE WHITE

Personal Representative:

Signature: [Signature]
 Print Name: EDWARD MIKELL

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, Barry I. Baker, Notary Public, a notary for the State of South Carolina do hereby certify that
Edward Mikell, as Personal Representative(s)
 of the Estate of Estelle White, personally appeared before
 me this day and acknowledged the due execution of the foregoing Deed of Distribution

Witness my hand and seal this the 18th day of November, 2015.

[Signature] (SEAL)
 (Signature of Notary Public)
BARRY I BAKER
 (Print name of Notary Public)
 Notary Public for State of South Carolina
 My Commission Expires: 02-02-2019

Note It is recommended that an attorney prepare this document and determine if a title examination is necessary
 FORM #400ES (1/2014)

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

BARRY BAKER

P O. BOX 31265

CHARLESTON SC 29417 (BOX)

MAKER:

WHITE ESTELLE EST

RECIPIENT:

MIKELL EDWARD

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From RMC

NOV 20 2015

Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

ASTRJB

REP

DATE

NOV 23 2015

35

RECORDED

Date: November 19, 2015

Time: 3:57:23 PM

Book	Page	DocType
0518	558	Deed/Dist

Charlie Lybrand, Register
Charleston County, SC

of Pages: 5

Recording Fee	\$ 10.00
State Fee	\$
County Fee	\$
Extra Pages	\$
Postage	\$
Chattel	\$
TOTAL	\$ 10.00

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0518
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558
Page



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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE PROBATE COURT

Case #:2014-ES-10-1344

In the matter of: Estelle White, Deceased

LEGAL DESCRIPTION TO DEED OF DISTRIBUTION

EXHIBIT "A"

ALL that certain piece, parcel, or lot of land, situate, lying and being on Birds Nest Road on Wadmalaw Island, County of Charleston, State of South Carolina being generally shown and designated as "residual 67 +/- acres" on the inset of a plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and last revised on December 7, 2002, recorded in Plat Book DD at Page 150 in the RMC Office for Charleston County; said property has such size, shape, and dimensions as will appear by reference to said plat.

TMS#: 217-00-00-017

ALSO

ALL that certain piece, parcel, or lot of land together with the buildings and improvements thereon situate lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, shown and designated as Lot A-1 containing 2.23 acres of land on a plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and later revised on December 7, 2002, recorded in Plat Book DD at Page 150 in the RMC Office for Charleston County; said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference hereto.

ALSO all of the Decedent's right, title and interest in and to that area extending from the rear of Lot A-1, designated as OCRM Critical Setback line and extending all the way to the edge of Bohicket Creek. The within property is also shown and designated as marsh on the aforesaid plat prepared by Palmetto Land Surveying Co., Inc., Reference is hereby craved to the said plat prepared by Palmetto Land Surveying Co., Inc., dated May 9, 2001 and later revised on December 7, 2002, recorded in Plat Book DD at Page 150 in the RMC Office for Charleston County; said marsh having such size, shapes, dimension, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference thereto.

TMS#: 217-00-00-137

ALSO

ALL that certain piece, parcel, or lot of land situate, lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, generally shown and designated as residual 19.6 acres of land, as shown on the inset of a plat prepared by George D. Sample, entitled Plat of Subdivision of a tract of land owned by Estelle M. White and located on Wadmalaw Island, Charleston County, State of South Carolina, said plat being recorded in Plat Book W at Page 166 in the RMC Office for Charleston County. Reference is also craved to a plat prepared by George D. Sample, dated February 25, 1977 and recorded in Plat Book AM at Page 13 in the RMC Office for Charleston County. Said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plats and said plats are made a part and parcel of this description by reference thereto. This property is currently known under the numbering system of Charleston County as 1923 Birds Nest Road, Wadmalaw Island, SC 29487-7002.

TMS#: 217-00-00-018

Page 1 of 2 of Exhibit "A"

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE PROBATE COURT
Case #:2014-ES-10-1344

In the matter of: Estelle White, Deceased

LEGAL DESCRIPTION TO DEED OF DISTRIBUTION (continued)

ALSO

ALL that certain piece, parcel, or lot of land situate, lying and being on Birds Nest Road on Wadmalaw Island in the County of Charleston, State of South Carolina, measuring and containing 1.06 acres of land, as shown on a plat prepared by George D. Sample, entitled: "Plat of Subcivision of a tract of land owned by Estelle M. White and located on Wadmalaw Island, Charleston County, State of South Carolina," said plat being recorded in Plat Book W at Page 166 in the RMC Office for Charleston County. Said lot having such size, shapes, dimensions, buttings and boundings as will more fully appear by reference to the said plat and said plat is made a part and parcel of this description by reference thereto.

This property is currently known under the numbering system of Charleston County as 1959 Birds Nest Road, Wadmalaw Island, SC 29487-7002.

TMS#: 217-00-00-042

TOGETHER with all of the Decedent's right, title and interest to a non-exclusive, transferrable, appendant, and appurtenant 50' Ingress-Egress Easement, over and across Birds Nest Road, as shown on the plat of George D. Sample, recorded in Plat Book DD at Page 150 in RMC Office for Charleston County as hereinbefore referenced in this Deed. This Ingress Egress Easement is for the commercial and economic benefit of the property being conveyed herein.

BEING all of the above parcels of land conveyed by Roger Mikell to Estelle M. White on May 14, 1955, recorded in Book L60 at Page 273 in the RMC Office for Charleston County.



PGS:

BP0580422

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE
TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS THAT Estelle White, for
and, in consideration of One and 00/100 (\$1.00) Dollar and love and affection for to
Richard Brown, Sr. and Sharon Y. Brown, us in hand paid at and before the sealing of
these presents by Estelle White, in the County 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 Richard Brown, Sr. and Sharon Y. Brown.
his heirs and assigns, all of my interest in and to the following described property, to wit:

ALL that lot of land piece or parcel of land, situate, lying and being in St. John's Fire
District, Charleston County, State aforesaid, and containing 20 acre(s) and 2.3 acres,
more or less. Bounded _____ (north, south, east or west) formerly by a lot owned
by Estelle White; all of said description more fully appearing when reference is had to
the lot hereby conveyed, made by _____, Surveyor, dated _____.

BEING the property conveyed to _____ by deed of
_____ dated _____, and
recorded in the RMC Office for Charleston County in Deed Book _____.

THE tax map number is: 217-00-00-017 and 217-00-00-137

THE Grantee's address are Richard Brown, Sr. and Sharon Y. Brown

27 Camerlock Ave.
Box 295
Charleston, SC 29407

TOGETHER with all and singular, the Rights, Members, Hereditaments

and Appurtenances to the said Premises belonging, on or anywise incident or
appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before
mentioned unto the said Estelle White, their heirs and assigns,



ELECTRONICALLY FILED - 2023 Jun 08 10:36 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005358

AND I do hereby bind myself and my heirs and assigns, to warrant and forever defend, all and singular, the said premises unto Richard Brown, Sr. and Sharon Y. Brown, their heirs and assigns.

WITNESS my Hand and Seal this 11th day of June in the year of our

Lord two thousand and seven

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Julia Veliz
Witness # 1 signs here

Estelle White
Estelle White

Julia Veliz
Witness # 2 signs here

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The within instrument was acknowledged before me by its maker.

SWORN to before me this
11th day of June, 2007

Barbara Mason
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1-19-2011

DERIVATION CLAUSE

Being the same property conveyed to Estelle M. White by deed of Roger MikelI dated May 14, 1955 and recorded in Book L60, Page 273 on May 14, 1955 in the RMC Office for Charleston County on May 14, 1955.

TMS# 217-00-00-017 and TMS# 217-00-00-137

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 being transferred by AUNT TO NEPHEW and NEPHEW'S wife dated June 11, 2007.
3. Check one of the following: THE DEED IS:
 - (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ EXEMPT from the deed recording fee because this is a transfer of property between family members.
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 \$.00
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. CHECK YES ☐ OR NO ☒ to the following: A lien or encumbrances 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 approximately \$ _____
6. THE DEED RECORDING FEE IS COMPUTED AS FOLLOWS:
 - (a) ☐ .00 the amount listed in Item 4
 - (b) ☐ .00 the amount listed in Item 5 above
 - (c) ☐ .00 Subtract line 6(b) from Line 6(a) and place the result
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the closing attorney.
8. 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.

Estelle White
Estelle White

SWORN to before me this
11th day of June, 2007
Rose Marie Thomas
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 1-19-2011

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:
HEIRS PROPERTY LAW CENTER LLC
27 GAMECOCK AVE
SUITE 200
CHARLESTON SC 29407

RECORDED		
Date:	September 1, 2016	
Time:	2:21:31 PM	
Book	Page	DocType
0580	422	Deed
Charlie Lybrand, Register Charleston County, SC		

MAKER:
WHITE ESTELLE

Note:

RECIPIENT:
BROWN RICHARD SR AL

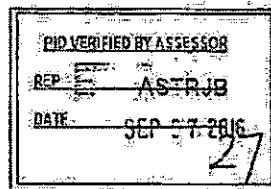
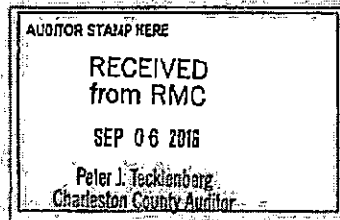
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County Fee	<EXEMPT>
Extra Pages	\$
Postage	\$ 0.50
Chattel	\$
TOTAL	\$ 10.50

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0580
Book



422
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09/01/2016
Recorded Date



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Original Book



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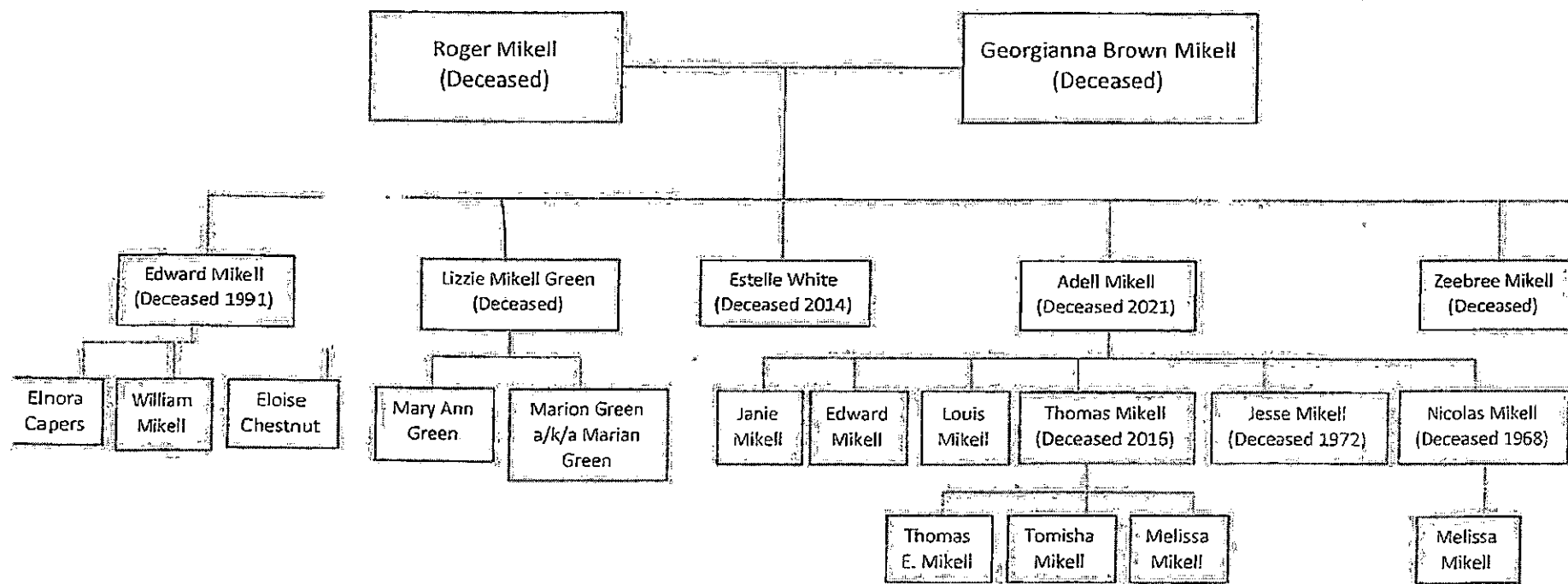


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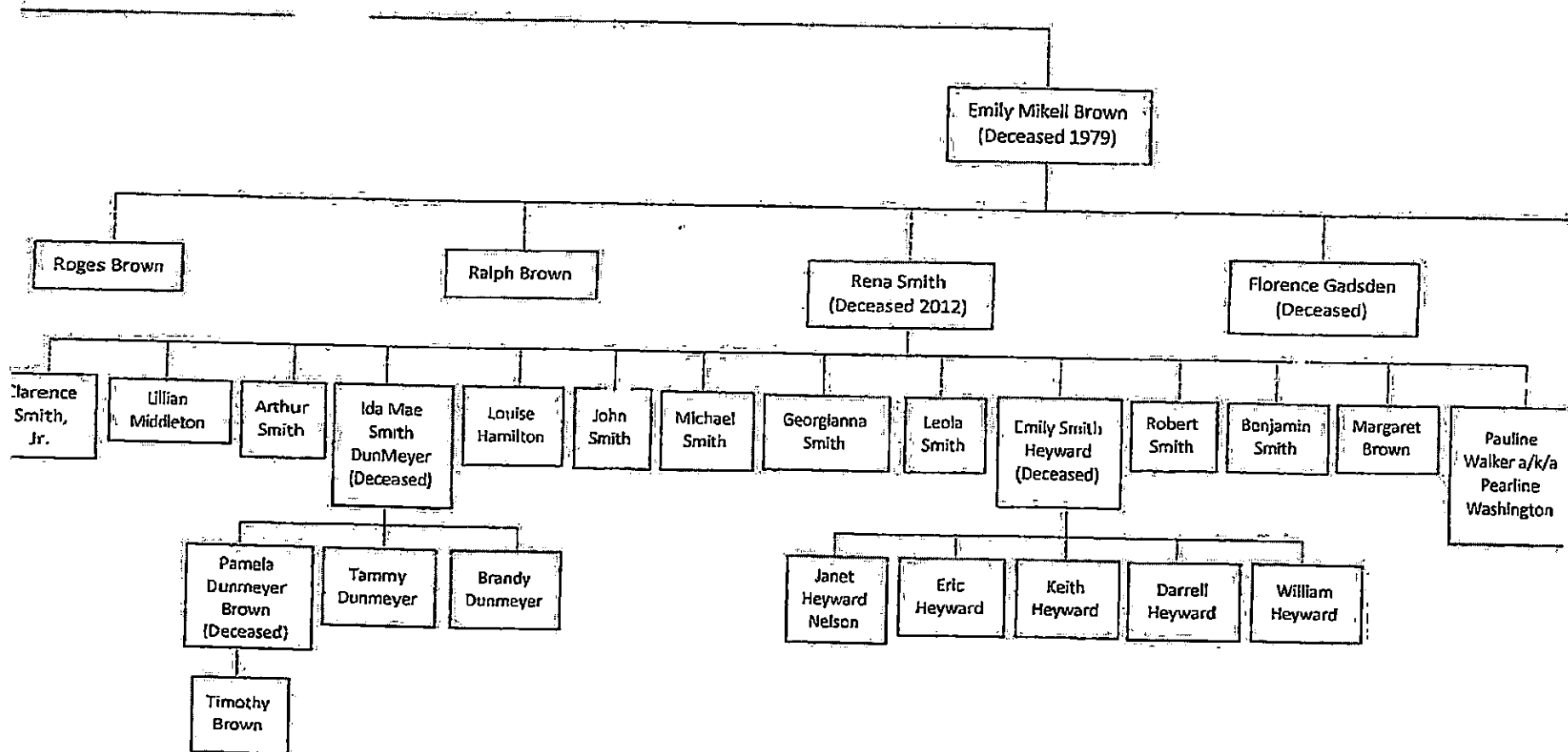


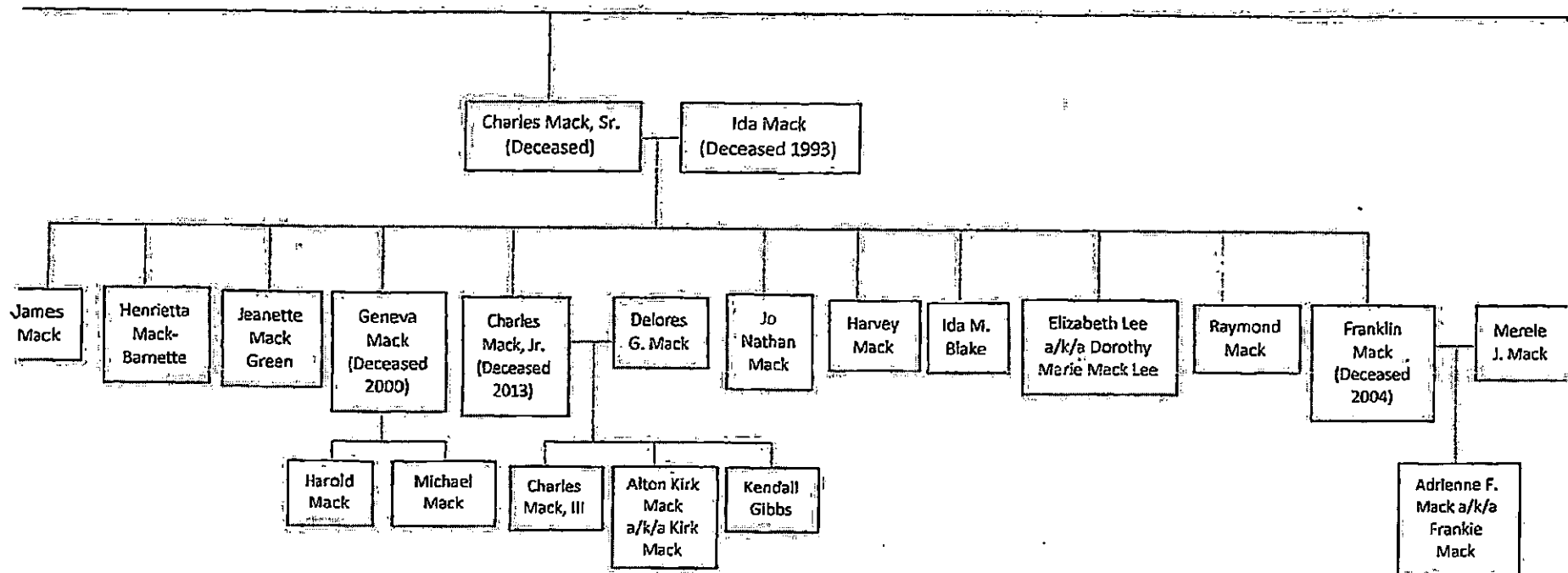
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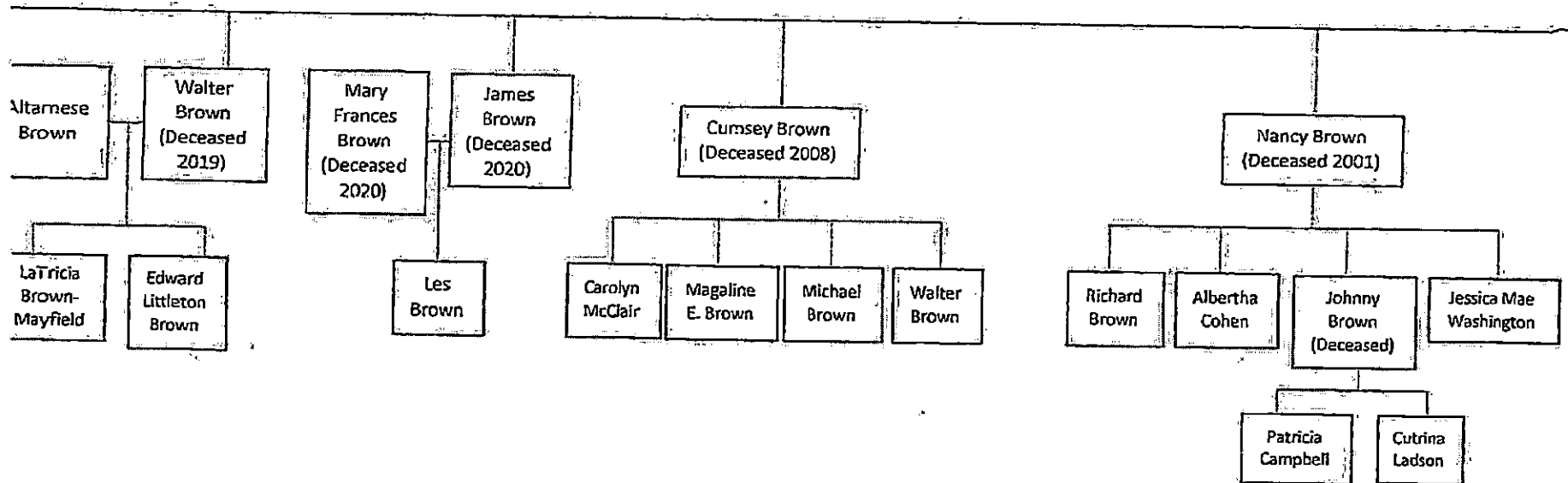
Edward Mikell, Individually and as Personal Representative
for the Estate of Estelle White, Deceased vs. Mary Ann Green, et. al.

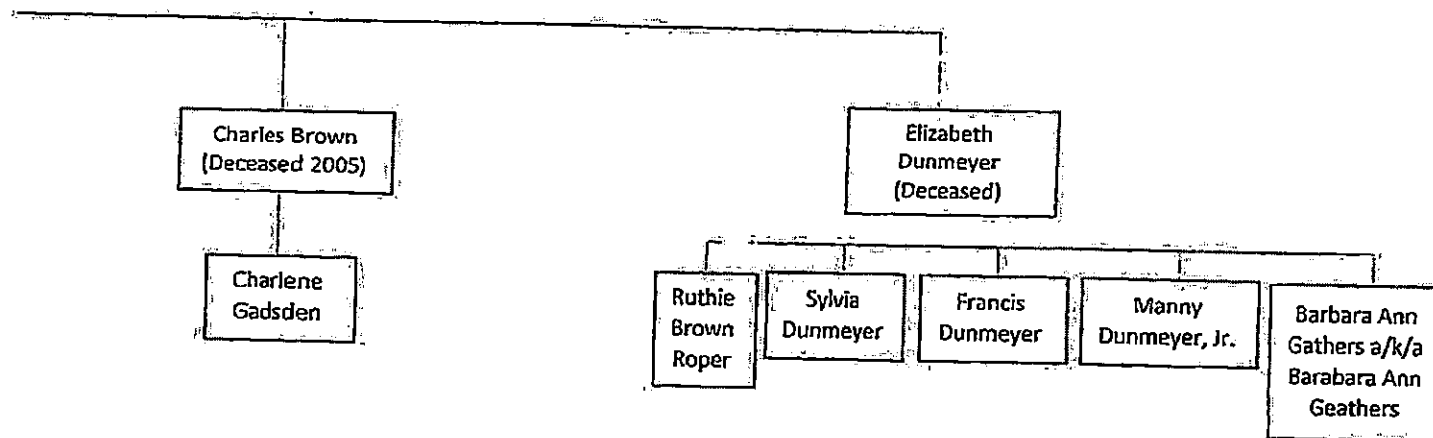


Edward Mikell, Individually and as Personal Representative
for the Estate of Estelle White, Deceased vs. Mary Ann Green, et. al.











DIPLOMATE AMERICAN BOARD
OF FORENSIC DOCUMENT EXAMINERS

AMERICAN ACADEMY
OF
FORENSIC SCIENCES

MARVIN H. DAWSON, JR.
FORENSIC DOCUMENT EXAMINER

AMERICAN SOCIETY
OF
QUESTIONED DOCUMENT EXAMINERS
SOUTHEASTERN ASSOCIATION
OF FORENSIC DOCUMENT EXAMINERS

May 4, 2020

Barry Baker, Esquire
Baker & Varner, LLC
One Carriage Lane Bldg. H.
Charleston, South Carolina 29407

Re: Estelle White
DDL File No.: 206727

Report of Examination

The following documents were received in this laboratory for examination April 23, 2020:

Questioned

- Q/1a Two (2) page Title to Real Estate recorded in the ROD Office of Charleston County on September 1, 2016 in Book 0580 at page 422, dated 06-11-07
- Q/1b Affidavit attached to Title to Real Estate, dated 06-11-07

Q/1 was submitted bearing the questioned signature(s) of Estelle White".

Known

- K1.1 Four (4) page General Power of Attorney, dated 12-27-11
- K1.2 Five (5) page Health Care Power of Attorney, naming Agent Lillie Mikell, dated 12-27-11
- K1.3 Three (3) page QuitClaim Deed, Book 0224, page 743, dated 12-13-11
- K1.4 One (1) Page Last Will and Testament of Estelle White, dated 09-13-78

Page 1 of 3 DDL File: 206727



POST OFFICE BOX 5066 • SPARTANBURG, SC 29304 • (864) 439-1610 • E-MAIL: DawsonMH@aol.com

ELECTRONICALLY FILED - 2023 Jun 08 10:36 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005358

Purpose of the Examination

The previously described documents were submitted for the purpose of determining, if possible, whether or not the "Estelle White" signature(s) appearing on Document Q/1a and Q/1b are genuine signatures.

Examination and Findings

The aforelisted documents were examined in this laboratory April 29, 2020. A detailed examination of questioned and specimen writings was undertaken and included a microscopic examination of the questioned "Estelle White" signature(s) appearing on Document Q/1a and Q/1b and undisputed signatures attributed to Estelle White (K/1).

Side by side comparison of Questioned and Known Estelle M. White signatures noted numerous differences in individual characteristics, letter forms and placements:

1. The skill level in the questioned signatures (YR 2007) Years is higher than the known or specimen signatures (YR 1978 and 2011).
2. The writer of the known signatures has difficulty maintaining base line agreement wherein the questioned writer is on the base line.
3. The initial stroke of the Questioned "W" starts slightly below the base line and continues upward to the apex of the first staff of the letter form. The initial stroke on the known "W" is constructed with several different forms.
4. The terminal stroke of the "W" (right staff) is higher in height ratio than the following "h". In the known signatures the "h" is higher than the "W" in height ratio.
5. The "Wh" is generally connected in the specimen "White" and disconnected in the questioned.

Results of the Examination

The examination, comparison and evaluation of the submitted documents were performed using reliable principles and methods of forensic document examination and in accordance with the standard practices and procedures of the field.

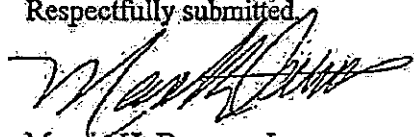
Examination and comparison of the questioned "Estelle White" signature(s) appearing on Document Q/1a and Q/1b in conjunction with specimen signatures attributed to Estelle White (K/1) leads to the following conclusion:

Although only four (4) specimen signatures (K/1) were submitted and while the dates of those signatures (submitted as the known signatures of Estelle M. White) are not contemporary with the date of the questioned signatures, the differences noted are of such value that it is most probable the writer of K/1 Estelle White, did not execute the questioned "Estelle White" signatures appearing on Documents Q/1a and Q/1b.

Remarks

1. The above is qualified upon the examination of original inked questioned signatures.
2. It is requested that additional specimen signatures of K/1 be acquired around the date of the documents in question (06-11-07).

Respectfully submitted,



Marvin H. Dawson, Jr.
Forensic Document Examiner
Dawson Document Laboratory, LLC

MHD/abb

BAKER & VARNER, LLC
ATTORNEYS AND COUNSELORS AT LAW
ONE CARRIAGE LANE, BLDG. H (29407)
POST OFFICE BOX 31265
CHARLESTON, SC 29417-1265
PHONE 843.766.9007 • FAX 843.766.1295

BARRY I. BAKER, ATTORNEY
bbaker@bakerlawsc.com

KYLE T. VARNER, ATTORNEY
kvarner@bakerlawsc.com

March 26, 2020

dawsonmh@aol.com
Marvin H. "Mickey" Dawson, Jr.,
Post Office Box 5066
Spartanburg, SC 29304

Re: Request to review signature of the late Estelle White on a deed allegedly executed by Estelle White to Richard Brown, Sr., and Sharon Y. Brown, by deed dated June 11, 2007 & recorded in the ROD Office for Charleston County on September 1, 2016 in Book 0580 at page 422.

Dear Mickey:

Thank you for speaking with me about the above matter. Per our conversation, I enclose for you the following:

1. Deed allegedly executed by Estelle White to Richard Brown, Sr., and Sharon Y. Brown, by deed dated June 11, 2007 and recorded in the ROD Office for Charleston County on September 1, 2016 in Book 0580 at page 422.

This deed purports to convey two (2) tracts of land to Richard Brown, Sr., and Sharon Y. Brown. My clients believe that this deed is a forgery. For your information, the Browns have advised their attorney that they did not record this deed until 2016 because their aunt, Estelle White requested that the deed not be recorded until after her death. Estelle White died on January 25, 2014. Richard Brown contends that he could not find the original deed after his aunt died and only learned in 2016 in a conversation with his former wife Sharon Y. Brown, that she had possession of the original deed.

You will note the appearance of an "x" mark on the signature of Estelle White. I took the deposition of the Notary who supervised the alleged execution of this deed. The Notary testified that she placed the "x" mark above the signature line for Estelle White so as to indicate to her where she should sign the deed.

Also enclosed are the only documents that I could find bearing the signature of Estelle White, as follows:

Page Two
March 26, 2020
Mickey Dawson

-
2. Last Will and Testament of Estelle White, dated September 13, 1978
 3. Deed executed by Estelle M. White, dated December 13, 2011, recorded December 28, 2011 in Book 0224 at page 743 in the ROD Office for Charleston County.

In this deed, Estelle M. White conveyed a 3.31 acre tract of land to my client Edward Mikell and Edward's late wife, Lillie Mikell.

This transaction was handled by Thomas H. Brush, an attorney in Charleston, so I know that this is a genuine signature.

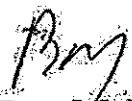
4. Health Care Power of Attorney, also executed by Estelle M. White in Thomas Brush's office, however this document is dated December 27, 2011.
5. Unrecorded General Power of Attorney, executed by Estelle M. White in Thomas Brush's office also on December 27, 2011.

I am aware of the fact that you indicated in our last conversation that I am presenting you with a challenge inasmuch as I do not have more documents in my possession that have been executed by the late Estelle White.

Please take a look at these attachments and let me know as to whether or not you will be able to help us prove the deed to Richard Brown and Sharon Y. Brown is a forgery.

In closing, I cannot thank you enough for the help that you have thus far provided to me.

I enclose my kindest personal regards.


Barry I. Baker

BIB/dd
Attachments

cc: Lashawn Mikell w/o attachments
Dineen Merriweather w/o attachments
Edward Mikell w/o attachments

LAST WILL AND TESTAMENT

OF
ESTELLE WHITE

Mary E. Hollenbaugh
 Clerk

IN THE NAME OF GOD, AMEN.

I, ESTELLE WHITE, of the County of Charleston, State of South Carolina, being of sound and disposing mind and memory, but mindful of the uncertainty of life, do hereby make, publish and declare this instrument in writing to be my Last Will and Testament, hereby revoking all other or former Wills or instruments of a testamentary nature heretofore made by me.

ITEM I. I direct that all of my just debts and funeral expenses be paid as soon after my death as is practicable.

ITEM II. I give, devise and bequeath to my nephew, EDWARD MIKELL, of Jersey City, New Jersey, approximately 92.34 acres of land on Zadmalaw Island, Charleston County, South Carolina, being the same tract of land conveyed to me by Roger Mikell by Deed dated the 14th day of May, 1955.

ITEM III. LASTLY, I nominate, constitute and appoint my nephew, EDWARD MIKELL, to serve as the Executor of my estate.

IN WITNESS WHEREOF, I, the said, ESTELLE WHITE, have hereunto set my hand and seal to this, my Last Will and Testament, this 13th day of September, 1978.

Estelle White (L.S.)
 ESTELLE WHITE

SIGNED, SEALED, PUBLISHED AND DECLARED by the Testatrix, ESTELLE WHITE, as and for her Last Will and Testament, in the presence of us, who, at her request and in her presence, and in the presence of each other, all present together, have hereunto subscribed our names as witnesses thereto.

George E. Chapman, Jr. Address *56 Broad St. Charleston, S.C.*
Harlow S. Couch Address *56 Broad St. Charleston, S.C.*
Linda J. Archard Address *56 Broad St. Charleston, S.C.*

Mary E. Hollenbaugh
 Clerk



PGS:

5

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE
TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS THAT, Estelle White, for
and, in consideration of One and 00/100 (\$1.00) Dollar and love and affection for to
Richard Brown, Sr. and Sharon Y. Brown, us in hand paid at and before the sealing of
these presents by Estelle White, in the County 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 Richard Brown, Sr. and Sharon Y. Brown.
is heirs and assigns, all of my interest in and to the following described property, to wit:

ALL that lot of land piece or parcel of land, situate, lying and being in St. John's Fire
District, Charleston County, State aforesaid, and containing 20 acre(s) and 2.3 acres,
more or less. Bounded (north, south, east or west) formerly by a lot owned
by Estelle White; all of said description more fully appearing when reference is had to
the lot hereby conveyed, made by Surveyor, dated

BEING the property conveyed to by deed of
dated and
recorded in the RMC Office for Charleston County in Deed Book

THE tax map number is: 217-00-00-017 and 217-00-00-137

THE Grantee's address are Richard Brown, Sr. and Sharon Y. Brown

27 Gowerdale Ave
St. 990
Charleston, SC 29407
TOGETHER with all and singular, the Rights, Members, Hereditaments

and Appurtenances to the said Premises belonging, on or anywise incident or
appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before
mentioned unto the said Estelle White, their heirs and assigns,

ELECTRONICALLY FILED - 2023 Jun 08 10:36 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005368

AND I do hereby bind myself and my heirs and assigns, to warrant and forever defend, all and singular, the said premises unto Richard Brown, Sr. and Sharon Y. Brown, their heirs and assigns.

WITNESS my Hand and Seal this 11th day of June in the year of our

Lord two thousand and seven

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Silvia Velazquez
Witness # 1 signs here
Juliana P. Lopez
Witness # 2 signs here

Estelle White
Estelle White

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The within instrument was acknowledged before me by its maker.

SWORN to before me this
11th day of June, 2007
Rose Marie Mason
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 1-19-2011

DERIVATION CLAUSE

Being the same property conveyed to Estelle M. White by deed of Roger Mikell dated May 14, 1955 and recorded in Book L60, Page 273 on May 14, 1955 in the RMC Office for Charleston County on May 14, 1955.

TMS# 217-00-00-017 and TMS# 217-00-00-137

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 being transferred by AUNT TO NEPHEW and NEPHEW'S wife dated June 11, 2007.
3. Check one of the following: THE DEED IS:
 - (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ EXEMPT from the deed recording fee because this is a transfer of property between family members.
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 \$.00
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. CHECK YES ☐ OR NO ☒ to the following: A lien or encumbrances 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 approximately \$ _____
6. THE DEED RECORDING FEE IS COMPUTED AS FOLLOWS:
 - (a) ☐ .00 the amount listed in item 4
 - (b) ☐ .00 the amount listed in item 5 above
 - (c) ☐ .00 Subtract line 6(b) from Line 6(a) and place the result
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the closing attorney.
8. 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.

Estelle White
Estelle White

SWORN to before me this

11th day of June, 2007

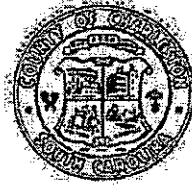
Reese Marie Thacker

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 1-19-2011

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document



Filed By:

HEIRS PROPERTY LAW CENTER LLC
27 GAMECOCK AVE
SUITE 200
CHARLESTON SC 29407

RECORDED		
Date:	September 1, 2016	
Time:	2:21:31 PM	
Book	Page	DocType
0580	422	Deed
Charlie Lybrand, Register Charleston County, SC		

MAKER:

WHITE ESTELLE

RECIPIENT:

BROWN RICHARD SR AL

Note: _____

of Pages: 5

Original Book:

Original Page:

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$
Postage	\$ 0.50
Charrel	\$
TOTAL	\$ 10.50

DRAWER Drawer 2
CLERK JBA

AUDITOR STAMP HERE

RECEIVED
from RMC

SEP 06 2016

Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP: **ASTRJE**

DATE: **SEP 07 2016**

27



0580
Book



422
Page



09/01/2016
Recorded Date



5
Pgs



Original Book



Original Page



Doc Type



Recorded Time

5-11-17



BP0224743

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

QUIT CLAIM DEED
 Title not Examined nor Insured

KNOW ALL MEN BY THESE PRESENTS, THAT

Estelle M. White

in the State aforesaid for and in consideration of the sum of Five dollars & no cents (\$5.00) to us in hand paid at and before the sealing of these presents by

Edward Mikell and Lillie Mikell

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released by these Presents do grant, bargain, sell and release unto the said Edward Mikell and Lillie Mikell, as joint tenants with full rights of survivorship and nto as tenants in common, the following described property to wit:

All that certain piece parcel or lot of land situate lying and being in Charleston County, South Carolina composing 3.31 acres and butting and bounding as follows:

North: On Birds Nest Roads and lands now or formerly of William Edward Stokes, Sr.
 West: On Birds Nest Road and other lands of the Grantor
 South: On lands now or formerly of David W. Middleton Sr. and John A. Middleton, Sr.
 East: On lands now or formerly of William Edward Stokes, Sr.

This property is currently known as being approximately 3.31 acres of land, being triangular in shape and known as TMS # 217-00-00-037.

THIS conveyance is made SUBJECT TO any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the RMC Office for Charleston County, South Carolina.

BEING a portion of the property conveyed to Estelle M. White herein by deed of Roger Mikell, dated 05/14/55, and recorded in the RMC Office for Charleston County in Book L60 at Page 273

TMS # 217-00-00-037

Grantee(s) Address: 1950 Birds Nest Road
Wadmalaw Island SC 29487

RMC BK 0224743 FILED 2023 Jun 08 10:36 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005358

THIS Deed was prepared in the Law Office of Brush Law Firm, 12A Carriage Lane, Charleston, SC 29407.

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 Edward Mikell and Lillie Mikell, as joint tenants with full rights of survivorship and not as tenants in common, and as hereinabove described, against me and my Heirs.

WITNESS my Hand and Seal, this 13 day of December in the year of our Lord Two Thousand and Eleven.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
(Signature of 1st Witness)

[Signature]
Estelle M. White

[Signature]
(Signature of Notary Public as
2nd Witness)

STATE OF SOUTH CAROLINA

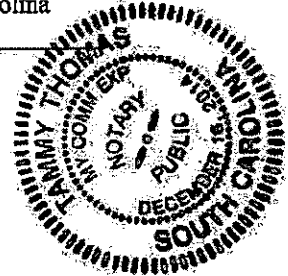
COUNTY OF CHARLESTON

I, Tammy Thomas, do hereby certify that Estelle M. White, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13th day of December, 2011.

[Signature]
Notary Public For South Carolina
My commission expires: _____

File #005709



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT

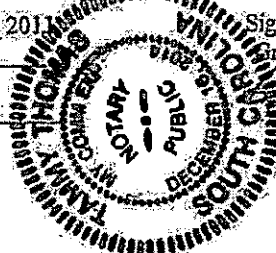
Date of Transfer of Title
Closing Date 12-13-2011

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 Estelle M. White TO Edward Mikell and Lillie Mikell ON 12-13-2011
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 distribution to a trust beneficiary.
 - (C) ☒ EXEMPT from the deed recording fee because. (Exemption # 1)
(Explanation if required) Wife to Nephew
(If Exempt, please skip items 4-6, and go to item 7 of this affidavit.)
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 \$5.00.
 - (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 a established for property Tax purposes which is \$ _____.
5. Check YES ☐ or NO ☐ to the following: a lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES" the amount of the outstanding balance of this lien or encumbrance is \$: _____.
6. The DEED Recording Fee is computed as follows:
 - (A) _____ the amount listed in item 4 above.
 - (B) _____ the amount listed in item 5 above. (no amount place zero)
 - (C) _____ subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Attorney
8. Check if property other than Real Property is being transferred on this Deed.
 - (A) ☐ Mobile Home
 - (B) ☐ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____
deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

10. 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 this 13 Day of December 2011
Jerry Thomas
Notary Public for South Carolina
My Commission Expires _____



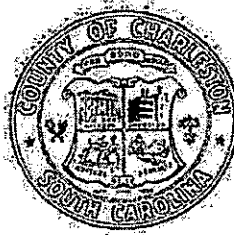
Signed _____

Type or Print Name here

ELECTRONICALLY FILED 2023 Jun 08 10:36 AM - CHARLESTON - COMMON PLEAS - CASE#2017CJP1005358

RECORDER'S PAGE

NOTE: This page **MUST** remain with the original document



Filed By:

BRUSH AND LANNING, P.A.
P.O. BOX 31459
12-A CARRIAGE LANE
CHARLESTON SC 29407

MAKER:

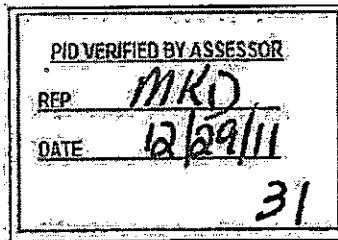
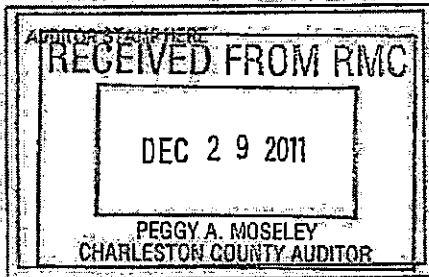
WHITE ESTELLE M

RECIPIENT:

MIKELL EDWARD AL

Original Book:

Original Page:



RECORDED

Date: December 28, 2011

Time: 2:37:08 PM

Book	Page	DocType
0224	743	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

of Pages: 4

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 10.00

DRAWER	Drawer 2
CLERK	BOZ



0224
Book



743
Page



12/28/2011
Recorded Date



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Original Book



Original Page



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HEALTH CARE POWER OF ATTORNEY

(South Carolina Statutory Form, Code of Laws Section 62-5-504)

1. DESIGNATION OF HEALTH CARE AGENT

I, Estelle M. White, hereby appoint
(Principal)

Lillie McKell

(Agent)

1950 Birds Nest Road Wadmalaw Island SC 29487

(Address)

Home Telephone: () 843-559-3844 Work Telephone: () N/A as my
agent to make health care decisions for me as authorized in this document.

2. EFFECTIVE DATE AND DURABILITY

By this document I intend to create a durable power of attorney effective upon, and only during, any period of mental incompetence.

3. AGENT'S POWERS

I grant to my agent full authority to make decisions for me regarding my health care. In exercising this authority, my agent shall follow my desires as stated in this document or otherwise expressed by me or known to my agent. In making any decision, my agent shall attempt to discuss the proposed decision with me to determine my desires if I am able to communicate in any way. If my agent cannot determine the choice I would want made, then my agent shall make a choice for me based upon what my agent believes to be in my best interests. My agent's authority to interpret my desire is intended to be as broad as possible, except for any limitations I may state below.

Accordingly, unless specifically limited by Section E, below, my agent is authorized as follows:

- A. To consent, refuse, or withdraw consent to any and all types of medical care, treatment, surgical procedures, diagnostic procedures, medication, and the use of mechanical or other procedures that affect any bodily function, including, but not limited to, artificial respiration, nutritional support and hydration, and cardiopulmonary resuscitation;
- B. To authorize, or refuse to authorize, any medication or procedure intended to relieve pain, even though such use may lead to physical damage, addiction or hasten the moment of, but not intentionally cause, my death;
- C. To authorize my admission to or discharge, even against medical advice, from any hospital, nursing care facility, or similar facility or service;

- D. To take any other action necessary to making, documenting, and assuring implementation of decisions concerning my health care, including, but not limited to, granting any waiver or release from liability required by any hospital, physician, nursing care provider, or other health care provider; signing any documents relating to refusals of treatment or the leaving of a facility against medical advice, and pursuing any legal action in my name, and at the expense of my estate to force compliance with my wishes as determined by my agent, or to seek actual or punitive damages for the failure to comply.
- E. The powers granted above do not include the following powers or are subject to the following rules or limitations: N/A
-
-
-

4. **ORGAN DONATION (INITIAL ONLY ONE)**

My agent may EMW; may not _____ consent to the donation of all or any of my tissue or organs for purpose of transplantation.

5. **EFFECT ON DECLARATION OF A DESIRE FOR A NATURAL DEATH (LIVING WILL)** I understand that if I have a valid Declaration of a Desire for a Natural Death, the instructions contained in the Declaration will be given effect in any situation to which they are applicable. My agent will have authority to make decisions concerning my health care only in situations to which the Declaration does not apply.

6. **STATEMENT OF DESIRE AND SPECIAL PROVISIONS**

With respect to any Life-Sustaining Treatment, I direct the following:
(INITIAL ONLY ONE OF THE FOLLOWING 4 PARAGRAPHS)

- (1) _____ **GRANT OF DISCRETION TO AGENT.** I do not want my life to be prolonged nor do I want life-sustaining treatment to be provided or continued if my agent believes the burdens of the treatment outweigh the expected benefits. I want my agent to consider the relief of suffering, my personal beliefs, the expense involved and the quality as well as the possible extension of my life in making decisions concerning life-sustaining treatment.

OR

(2) EMH **DIRECTIVE TO WITHHOLD OR WITHDRAW TREATMENT.** I do not want my life to be prolonged and I do not want life-sustaining treatment:

a. If I have a condition that is incurable or irreversible and, without the administration of life-sustaining procedures, expected to result in death within a relatively short period of time;

OR

b. If I am in a state of permanent unconsciousness.

OR

(3) _____ **DIRECTIVE FOR MAXIMUM TREATMENT.** I want my life to be prolonged to the greatest extent possible, within the standards of accepted medical practice, without regard to my condition, the chances I have for recover, or the cost of the procedures.

OR

(4) _____ **DIRECTIVE IN MY OWN WORDS:**

7. **STATEMENT OF DESIRES REGARDING TUBE FEEDING**

With respect to Nutrition and Hydration provided by means of a nasogastric tube or tube into the stomach, intestines, or veins, I wish to make clear that: **(INITIAL ONLY ONE)**

EMH I do not want to receive these forms of artificial nutrition and hydration, and they may be withheld or withdrawn under the conditions given above.

OR

_____ I do want to receive these forms of artificial nutrition and hydration.

IF YOU DO NOT INITIAL EITHER OF THE ABOVE STATEMENTS, YOUR AGENT WILL NOT HAVE AUTHORITY TO DIRECT THAT NUTRITION AND HYDRATION NECESSARY FOR COMFORT CARE OR ALLEVIATION OF PAIN BE WITHDRAWN.

8. SUCCESSORS

If an agent named by me dies, becomes legally disabled, resigns, refuses to act, becomes unavailable, or if an agent who is my spouse is divorced or separated from me, I name the following as successors to my agent, each to act alone and successively, in the order named.

A. First Alternate Agent: Edward M. Kell

Address: 1950 Birds Nest Rd Woodrow Telephone: 559-8844
Island SC 29487

B. Second Alternate Agent: N/A

Address: _____ Telephone: _____

9. ADMINISTRATIVE PROVISIONS

a. I revoke any prior Health Care Power of Attorney and any provisions relating to health care of any other prior power of attorney.

b. This power of attorney is intended to be valid in any jurisdiction in which it is presented.

10. UNAVAILABILITY OF AGENT

If at any time the Agent or Successor Agents named herein are unable or unwilling to make decisions concerning my health care, and those decisions are to be made by a guardian, by the Probate Court, or by a surrogate pursuant to the Adult Health Care Consent Act, it is my intention that the guardian, Probate Court, or surrogate make those decisions in accordance with my directions as stated in this document.

BY SIGNING HERE I INDICATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND THE EFFECT OF THIS GRANT OF POWERS TO MY AGENT.

I sign my name to this Health Care Power of Attorney on this 27th day of December, 2011. My current home address is

Signature: Estelle M. White

Print Name: Estelle M. White

WITNESS STATEMENT

I declare, on the basis of information and belief, that the person who signed or acknowledged this document (the principal) is personally known to me, that he/she signed or acknowledged this Health Care Power of Attorney in my presence, and that he/she appears to be of sound mind and under no duress, fraud, or undue influence.

I am not related to the principal by blood, marriage, or adoption, either as a spouse, a lineal ancestor, descendant or the parents of the principal, or spouse of any of them. I am not directly financially responsible for the principal's medical care. I am not entitled to any portion of principal's estate upon his/her decease, whether under any will or as an heir by intestate succession, nor am I the beneficiary of an insurance policy on the principal's life, nor do I have a claim against the principal's estate as of this time. I am not the principal's attending physician, nor an employee of the attending physician. No more than one witness is an employee of a health facility in which the principal is a patient. I am not appointed as Health Care Agent by this document.

Witness No. 1:

Signature: *Branch B. Norris*

Date: 12-27-11

Print Name: Branch B. Norris

Telephone: (843) 766-5576

Address: 12-A Carriage Lane, Charleston, South Carolina 29407

Witness No. 2:

Signature: *Tommy Thomas*

Date: 12-27-2011

Print Name: Tommy Thomas

Telephone: (843) 766-5576

Address: 12-A Carriage Lane, Charleston, South Carolina 29407

HEALTH CARE POWER OF ATTORNEY

(South Carolina Statutory Form, Code of Laws Section 62-5-504)

INFORMATION ABOUT THIS DOCUMENT

This is an important legal document. Before signing this document, you should know these important facts:

1. This document gives the person you name as your agent the power to make health care decisions for you if you cannot make the decisions for yourself. This power includes the power to make decisions about life sustaining treatment. Unless you state otherwise, your agent will have the same authority to make decisions about your health care as you would have.
2. This power is subject to any limitations or statements of your desires that you include in this document. You may state in this document any treatment you do not desire or treatment you want to be sure you receive. Your agent will be obligated to follow your instructions when making decisions on your behalf. You may attach additional pages if you need more space to complete the statement.
3. After you have signed this document, you have the right to make health care decisions for yourself if you are mentally competent to do so. After you have signed this document, no treatment may be given to you or stopped over your objection if you are mentally competent to make that decision.
4. You have the right to revoke this document, and terminate your agent's authority, by informing either your agent or your health care provider orally or in writing.
5. If there is anything in this document that you do not understand, you should ask a social worker, lawyer, or other person to explain it to you.
6. This power of attorney will not be valid unless two persons sign as witnesses. Each of these persons must either witness your signing of the power of attorney or witness your acknowledgment that the signature on the power of attorney is yours.

The following persons may not act as witnesses:

- A. Your spouse; your children, grandchildren, and other linear descendants; your parents, grandparents, and other linear ancestors; your siblings and their linear descendants; or a spouse of any of these persons.
- B. A person who is directly financially responsible for your medical care.
- C. A person who is named in your will, or, if you have no will, who would inherit your property by intestate by succession.
- D. A beneficiary of a life insurance policy on your life.
- E. The persons named in the Health Care Power of Attorney as your agent or successor agent.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Estelle M. White, a resident of Charleston County, by these presents do make, constitute and appoint Edward Mikell as my true and lawful attorney, for me and in my name, place and stead:

I hereby revoke any and all general powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include but not be limited to, the power:

1. To open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, and other similar accounts with financial institutions;

a. To conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation, or political entity.

b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

- c. Have access to any safety deposit box that I might own, including its contents.
2. To ask, demand, sue for, collect and receive all sums of money, dividends, interest, payments on account of debts and legacies and all property now due or which may hereafter become due and owing to me, and give good and valid receipts and discharges for such payments;
3. To sell, assign and transfer stocks and bonds and securities standing in my name or belonging to me;
4. To buy and sell securities of all kinds in my name and for my account and at such prices as shall seem good to her;
5. To sign, execute, acknowledge and deliver in my name, all transfers and assignments of securities;
6. To borrow money and to pledge securities for such loans if in the judgment of my attorney such actions should be necessary;
7. To consent in my name to reorganizations and mergers, and to make exchange of securities for new securities;
8. To manage real property, to sell, convey and mortgage realty, and to foreclose mortgages and to take property in my name, if she thinks proper, to execute, acknowledge and deliver deeds of real property, mortgages, releases, satisfactions and other instruments relating to my primary residence.
9. To sell, convey, lease, gift, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession).
10. To place and effect insurance;

11. To do business with banks, and particularly to endorse all checks and drafts made payable to my order and to collect the proceeds;

12. To sign in my name checks on all accounts standing in my name, and to withdraw funds from said accounts, to open accounts in my name or in her name as my attorney-in-fact;

13. To manage and operate any business which I may own and operate with authority and power in connection with said business or otherwise to buy, sell, rent, exchange, mortgage, pledge or assign real or personal property and to hire and fire employees and to do all other things necessary thereunto.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, shall not be affected by my disability or lack of mental competence, and shall continue effective until my death; provided, however, that this Power may be revoked by me at any time by providing written notice to my Agent.

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY PHYSICAL
DISABILITY OR MENTAL INCOMPETENCE OF THE PRINCIPAL WHICH RENDERS THE
PRINCIPAL INCAPABLE OF MANAGING HIS OWN ESTATE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of
December, 2011.

Witness

[Signature]
Day Thomas

[Signature]
Estelle M. White

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

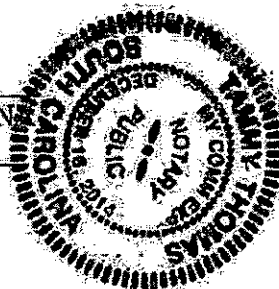
PERSONALLY appeared before me the undersigned witness, and made oath that (s)he saw
the within-named, Estelle M. White, sign, seal and as his/her act and deed, deliver the within-written
Power of Attorney, and (s)he, with the other witness, witnessed the execution thereof.

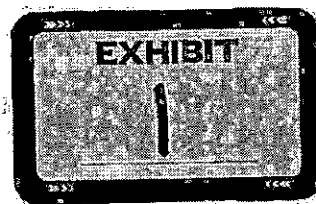
[Signature]

SWORN TO AND SUBSCRIBED BEFORE ME
This 27 day of December, 2011.

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: _____





CONSULTING CONTRACT

THIS AGREEMENT is made as of the 23rd day of May, 2007 between **RICHARD AND SHARON BROWN** ("*Client*") and **TMMC Group, LLC** ("*Consultant*").

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Services.** Consultant agrees to perform for Client the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Client and Consultant. Such services are hereinafter referred to as "Services." Client agrees that consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's services provided for by this contract.

2. **Rate of Payment for Services.** Client agrees to pay Consultant for Services a set fee of Three Hundred Fifty Dollars (\$350.00) payable immediately.

3. **Invoicing.** Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Consultant, and Client shall pay the amount of such invoices to Consultant.

4. **Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the client's business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the consultant's clerical or support staff or associates in order to enable Consultant to perform Consultant's contract obligation.

5. **Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the services described on Exhibit A and Consultant reserves the right to determine the method, manner and mean by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Client's premises, then Consultants time spent at the premises is to be at the discretion of the Consultant;

subject to the Client's normal business hours and security requirements. Consultant hereby confirms to Client that Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform services required hereunder. The services shall be performed by Consultant or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the services under this agreement. Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Consultant. Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the services shall be provided by Consultant. Consultant's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for Consultant's failure to perform the contract's specification as required hereunder and conversely, subject to Client's obligation to make full and timely payment(s) for Consultant's services as set forth in Exhibit A, Consultant shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Paragraph 10 hereof. Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from an employee's pay. Consultant shall take appropriate measures to insure that Consultant's staff is competent and that they do not breach Section 4 hereof.

Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

6. Use of Work Product. Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent rights with respect to all materials developed under this contract, and Client is hereby granted a non-exclusive license to use and employ such materials within the Client's business.

7. Client Representative. The following individual Mrs. Sharon Brown shall represent the Client during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract as defined in Section 14.

8. Disputes. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of Consultant's address [15(ii)] or any other state in which the Client resides or may be located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not a part hereof.

9. **Taxes.** Any and all taxes, except income taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by the Client. Consultants shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Client and Client and Consultant specifically agree that Consultant is not an employee of Client.

LIMITED WARRANTY

10. **Liability.** Consultant warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Client and Consultant. Consultant makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

11. **Complete Agreement.** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

12. **Applicable Law.** Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the State indicated by the Consultant's address [15(ii)].

13. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

14. Additional Work. After receipt of an order which adds to the Services, Consultant may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant for such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.

15. Notices.

(i). Notices to Client should be sent to:

(ii). Notices to Consultant should be sent to:

TMMC Group, LLC
4 Carriage Lane, Suite 400F
Charleston, South Carolina 29401

16. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Richard Brown, Client

Sharon Brown, Client

Melonie Stewart, CEO
TMMC Group, LLC

Witness

(This is a Standard Form Contract which may or may not require revision by the individual consultant's legal counsel. It is recommended that each consultant review the legal requirements pertaining to the consultant's State of operation with counsel licensed to practice in that State. Various States have laws that require that disclaimers of liability or arbitration provisions must be printed in enlarged print or that specific language be used, which may or may not be contained in this form. This should be reviewed with the counsel in the State in which each Consultant operates.)

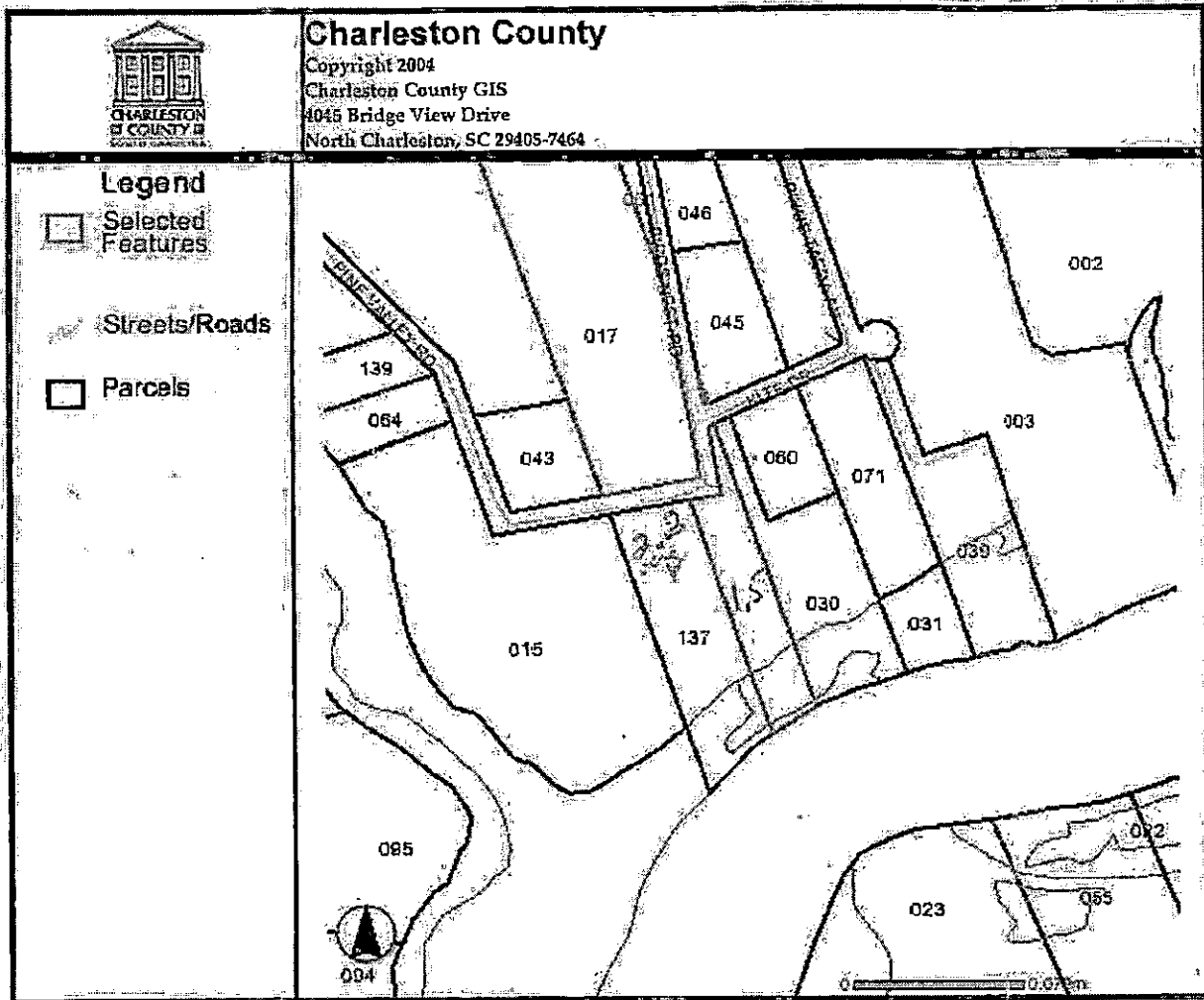
EXHIBIT A**Scope of Services**

Consultants will research a parcel of land located on Birds Nest Road on Wadamalaw Island, South Carolina. To determine ownership and any relative deed(s) tax map number(s) as stated and recorded by the Charleston County Assessors Office.

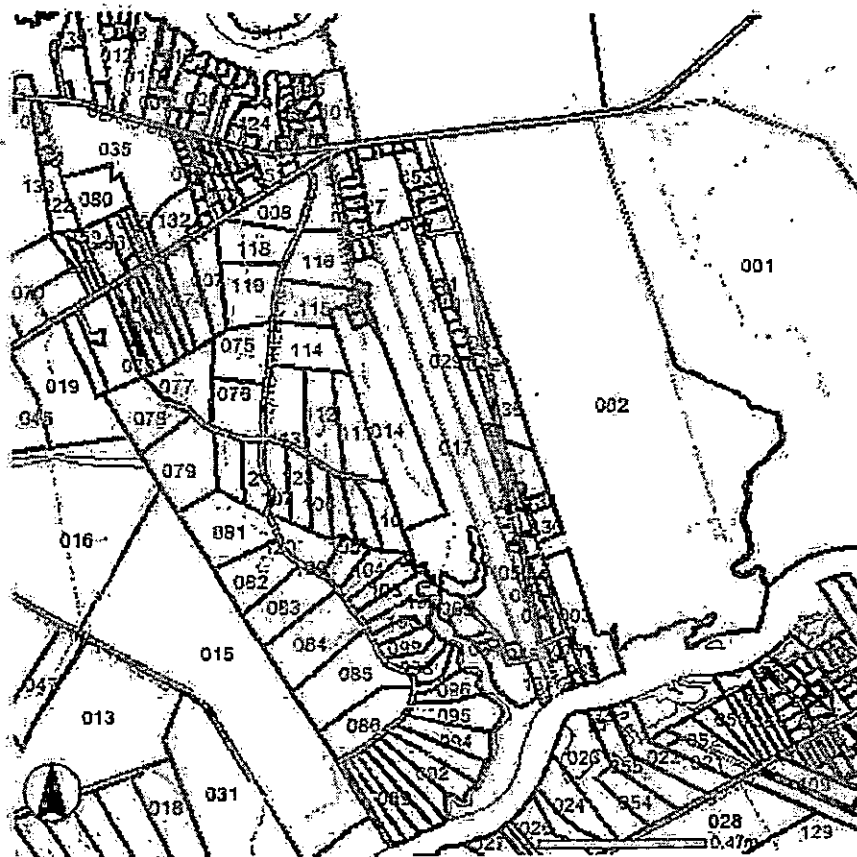
Consultant will further assist clients in selection of a parcel of such property.

Client Initials

Consultant Initials







STATE OF SOUTH CAROLINA,

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Roger Mikell, of Wadmalaw Island,
Charleston County

in the State aforesaid in consideration of the sum of

One Dollar and the love and affection DOLLARS,
being the true, full and complete consideration
to me in hand paid at and before the signing of these presents by

Estelle M. White

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 Estelle M. White, her heirs and assigns.

all that piece, parcel or tract of land
situate, lying and being on Wadmalaw Island
in the County of Charleston, State aforesaid, being in
the district known as St. Johns #9 and measuring
and containing 92.34 acres more or less together
with the buildings thereon.

Being composed of two tracts of land heretofore
conveyed to the grantor herein by John C. Wilson
by deed dated Feb 5, 1904 and recorded in Deed Book
J-24 page 279 and by Sarah W. Wilson by deed
dated in day of — 1911 and recorded in Deed Book

D-26 pg 39

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

Estelle M. White, 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
Estelle M. White, her

Heirs and Assigns, against me and my Heirs, and all other
persons lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 17th day of May

in the year of our Lord one thousand nine hundred and fifty-five and in the one hundred and
seventy-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED }
IN THE PRESENCE OF }

Nathan Rosen

R. M. Mason

Rogers & Mikell (L. S.)
Rogers Mikell (L. S.)

THE STATE OF SOUTH CAROLINA,
Charleston County.

PERSONALLY appeared before me R. M. Mason
and made oath that he saw the within named Rogers Mikell
sign, seal, and as his act and deed, deliver the within written Deed,
and that he with

witnessed the execution thereof.

SWORN to before me, this 17th
day of May A. D. 1955
Nathan Rosen (SEAL)
Nathan Publicor S. C.

R. M. Mason

THE STATE OF SOUTH CAROLINA,
County.

RENUNCIATION OF DOWER

I, Grantor a Widower
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 does
freely, voluntarily, and without any compulsion, dread, of fear of any person or persons whomsoever, renounce, 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____

(SEAL)

Recorded May 14 1955 at 11:30 o'clock. S. C. Doc. Stamps none affixed, U. S. Doc. Stamps

none affixed. Original delivered to Estelle White, P.O. Box 35, Wadmalaw
Island, S.C.



BP0580422

#PGS:

5

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TITLE TO REAL ESTATE
TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS THAT, Estelle White, for and, in consideration of One and 00/100 (\$1.00) Dollar and love and affection for to Richard Brown, Sr. and Sharon Y. Brown, us in hand paid at and before the sealing of these presents by Estelle White, in the County 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 Richard Brown, Sr. and Sharon Y. Brown. is heirs and assigns, all of my interest in and to the following described property, to wit:

ALL that lot of land piece or parcel of land, situate, lying and being in St. John's Fire District, Charleston County, State aforesaid, and containing 20 acre(s) and 2.3 acres, more or less. Bounded _____ (north, south, east or west) formerly by a lot owned by Estelle White; all of said description more fully appearing when reference is had to the lot hereby conveyed, made by _____, Surveyor, dated _____.

BEING the property conveyed to _____ by deed of _____, dated _____, and recorded in the RMC Office for Charleston County in Deed Book _____.

THE tax map number is: 217-00-00-017 and 217-00-00-137

THE Grantee's address are Richard Brown, Sr. and Sharon Y. Brown

27 Bannock Ave
Ste 300
Charleston, SC 29407

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Estelle White, their heirs and assigns,



AND I do hereby bind myself and my heirs and assigns, to warrant and forever defend, all and singular, the said premises unto Richard Brown, Sr. and Sharon Y. Brown, their heirs and assigns.

WITNESS my Hand and Seal this 11th day of June in the year of our

Lord two thousand and seven

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Sylvia Velez

Witness # 1 signs here

Estelle White

Estelle White

Riana [Signature]

Witness # 2 signs here

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The within instrument was acknowledged before me by its maker.

SWORN to before me this
11th day of June, 2007

Rose Marie Nassar

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1-19-2011

DERIVATION CLAUSE

Being the same property conveyed to Estelle M. White by deed of Roger Mikell dated May 14, 1955 and recorded in Book L60, Page 273 on May 14, 1955 in the RMC Office for Charleston County on May 14, 1955.

TMS# 217-00-00-017 and TMS# 217-00-00-137

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 being transferred by AUNT TO NEPHEW and NEPHEW'S wife dated June 11 2007.

3. Check one of the following: THE DEED IS

(a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) ☒ EXEMPT from the deed recording fee because this is a transfer of property between family members. 14

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 \$.00

(b) The fee is computed on the fair market value of the realty which is \$ _____

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____

5. CHECK YES ☐ OR NO ☒ to the following: A lien or encumbrances 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 approximately \$ _____

6. THE DEED RECORDING FEE IS COMPUTED AS FOLLOWS:

(a) .00 the amount listed in Item 4

(b) .00 the amount listed is item 5 above

(c) .00 Subtract line 6(b) from Line 6(a) and place the result

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

8. 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.

Estelle White
Estelle White

SWORN to before me this

11th day of June, 2007.

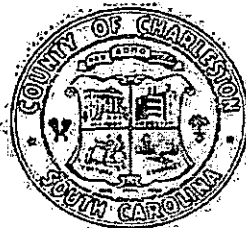
Rose Marie Francis

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 1-19-2011

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

HEIRS PROPERTY LAW CENTER LLC
27 GAMECOCK AVE
SUITE 200
CHARLESTON SC 29407

RECORDED

Date: September 1, 2016

Time: 2:21:31 PM

Book	Page	DocType
0580	422	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

WHITE ESTELLE

Note:

RECIPIENT:

BROWN RICHARD SR AL

of Pages: 5

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$
Postage	\$ 0.50
Chattel	\$
TOTAL	\$ 10.50

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED
from RMC

SEP 06 2016

Peter J. Tecklenberg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP ASTRJB

DATE SEP 07 2016

DRAWER Drawer 2
CLERK JBA



0580
Book



422
Page



09/01/2016
Recorded Date



5
Pgs



Original Book



Original Page



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Doc Type



14:21:31
Recorded Time



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

JAMES BROWN, ROGES BROWN, RALPH
BROWN, and RICHARD BROWN,

Plaintiffs,

vs.

THOMAS MIKELL, as PERSONAL
REPRESENTATIVE of the ESTATE OF
ESTELLE WHITE, et al

Defendants.

IN THE PROBATE COURT
Case No.: 2014-ES-10-1344

AFFIDAVIT OF BARRY I. BAKER

PERSONALLY appeared before me Barry I. Baker, who, first being duly sworn,
deposes and says as follows:

1. That he is the attorney for Edward Mikell who is not a named Defendant in
the within action. The name Edward Mikell appears in the Caption as a deceased Defendant;
however, the Edward Mikell who is deceased, is an uncle to Affiant's client, Edward Mikell.

The Complaint further states that Thomas Mikell was the Personal Representative of
the Estate of Estelle White, however Affiant's client, Edward Mikell was the Personal
Representative.

2. Affiant was retained by Edward Mikell shortly after Plaintiffs filed a Suit To
Quiet Title action on July 7, 2014, in the Court of Common Pleas in Case number: 2014-CP-10-
4236.

3. The Complaint alleged that Estelle White died intestate and asked the Court
to determine her heirs.

4. Affiant thereafter prepared and filed a Petition to Probate the Will of Estelle
White, and Edward Mikell was appointed Personal Representative of the Estate of Estelle White on
August 19, 2014.

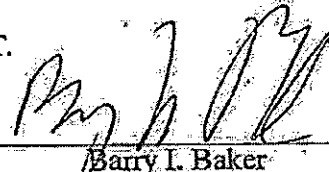
5. Plaintiffs were represented by Thomas H. Brush, Esquire in the

aforementioned Common Pleas action, until attorney Brush was relieved as counsel upon Plaintiffs' Motion on or about October 28, 2014 (See attached order of Judge Dennis.)

6. On or about August 27, 2014, Affiant met with Mr. Brush and presented him with a copy of the Will of Estelle White. Attached hereto is Affiant's letter to Thomas H. Brush, Esquire dated September 3, 2014, together with an e-mail, dated September 24, 2014, from attorney Brush to Affiant.

7. This Affidavit is being filed to support the position of Edward Mikell that notice was provided to the Plaintiffs through their attorney, Thomas H. Brush.

AFFIANT SAITH FURTHER NOT.



Barry I. Baker

SWORN to before me this
18th day of July 2017



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 01-30-2025

BARRY I. BAKER
ATTORNEY AT LAW
ONE CARRIAGE LANE, BLDG. H (29407)
POST OFFICE BOX 31265
CHARLESTON, SC 29417-1265

TELEPHONE: (843) 766-9007
FAX: (843) 766-1295
denise@bakerlawsc.com

ASSOCIATE ATTORNEY:
Kyle T. Varner, LL.M. - Taxation

September 3 2014

Via fax: 766-9152

Thomas H. Brush, Esquire
Brush Law Firm, P.A.
12-A Carriage Lane
Charleston, SC 29417

RE: Estate of Estelle White

Dear Tommy:

This will confirm our conference of last week and I am happy to grant your request for an extension of time to name Edward Mikell as a party, as the probate court has admitted the Will of Estelle White, devising everything to Mr. Mikell. This will afford you an opportunity to speak with your clients and for us to thereafter meet again to hopefully work out an agreement.

Finally, this will confirm that I cannot represent Adell Mikell who is the mother of Edward Mikell; however, you have graciously extended to her a thirty-day extension of time to answer or otherwise plead.

I might mention that I spoke with Edward Mikell after our meeting and he advises me that his mother is 95 years old and suffers from Alzheimer's disease; obviously if we cannot work out our differences, it will be necessary to appoint a guardian ad litem for Mrs. Mikell.

As always it was good seeing you and I look forward to working with you on this case.

With kind regards,

Yours truly,


Barry I. Baker

BIB/dd

Denise DeGolyer

From: Thomas Brush <tbrush@brush-lanning.com>
Sent: Wednesday, September 24, 2014 8:28 AM
To: Denise DeGolyer
Subject: Estelle White

Barry,

I need you to file a motion to have Edward Mikell made a Defendant in the lawsuit, if I amend the pleadings I have to serve about 50 people again and I don't need that cost. I will not oppose and he can file an answer alleging his ownership. If you need more information as to why or need to discuss, please call me.

Tommy



BRUSH & LANNING

Phone: (843) 766-5576 Thomas H. Brush
Fax: (843) 766-9152 ATTORNEY AT LAW
Cell: (843) 708-4402

12-A Carriage Lane
Charleston, SC, 29407
E-mail: tbrush@brush-lanning.com
www.brush-lanning.com

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

James Brown, Roges Brown, Ralph Brown and
Richard Brown,

Plaintiffs

vs.

Thomas Mikell. Thomas Mikell, as the
Personal Representative of the Estate of Estelle
White, Estelle White (deceased), Emily Mikell
Brown (deceased) Florence Gadsden
(deceased), Ida Mack (deceased), Sharon Y.
Brown, Raymond Mack, Henrietta Mack-
Barnette, Jeanette Mack, James Mack, Nathan
Mack, Glenn Mack, Rose Mack, Elizabeth Lee,
Charles Mack Jr. (deceased), Geneva Mack
(deceased), Franklin Mack (deceased), Cumsey
Brown (deceased), Carolyn McClair, Magaline
Brown, Michael Brown, Walter Brown, Nancy
Brown (deceased), Albertha Coher, Jessie M.
Washington, Johnny Brown (deceased)
Elizabeth Dunmeyer (deceased), Manny
Dunmeyer, Jr., Ruthie Brown Roper, Sylvia
Dunmeyer, Francis Dunmeyer, Rena Smith
(deceased), Clarence Smith Jr., Lillian
Middleton, Pauline Walker, Robert Smith,
Arthur Smith, Margaret Brown, Georgianna
Smith, Louise Hamilton, Benjamin Smith,
John Smith, Leola Smith, Michael Smith,
Emily Heyward (deceased), Ida Dunmeyer
(deceased), Charles Brown, Jr. (deceased),
Charlene Gadsden, Lizzie Mikell Green
(deceased), Mary Ann Green, Edward Mikell
(deceased), Elnora Capers, William Mikell,
Eloise Chestnut, Adelle Mikell and all Persons
claiming under or through the heirs or devisees
of all the deceased parties listed above
collectively designated as John Doe, adults and
Mary Roe, minors; representing any
incompetent persons or those with a disability
and any such person who are minors or under
other disabilities or members of the Armed
Services of the United States of America, as
contemplated within the meaning of Title 50

IN THE PROBATE COURT

CASE NO: 2017-ES-10-1344

SUMMONS

(Re-open Estate, Quiet Title and Set-Aside
Deed)

FILED
17 MAY -5 PM 3:43
PROBATE COURT
CHARLESTON COUNTY

U.S., Code, commonly referred to as the Service Members Civil Relief Act of 2003, as amended, collectively designated as Richard Roe and all persons entitled to claim under or through them; also all persons claiming any right, titled or interest in the real estate described in the complaint herein,

Defendants.

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscriber, at his office situated at 27 Gamecock Avenue, Suite 200, Charleston, South Carolina, 29407, within thirty (30) days after service thereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid judgment by default will be rendered against you for the relief demanded in the Complaint.


WILLIE B. HEYWARD
HEIRS PROPERTY LAW FIRM, LLC
27 Gamecock Avenue, Suite 200
Charleston, South Carolina 29407
(843) 225-8754
ATTORNEY FOR THE PLAINTIFF(S)

Dated: May 15, 2017
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

James Brown, Roges Brown, Ralph Brown and
Richard Brown,

Plaintiffs

vs.

Thomas Mikell. Thomas Mikell, as the
Personal Representative of the Estate of Estelle
White, Estelle White (deceased), Emily Mikell
Brown (deceased) Florence Gadsden
(deceased), Ida Mack (deceased), Sharon Y.
Brown, Raymond Mack, Henrietta Mack-
Barnette, Jeanette Mack, James Mack, Nathan
Mack, Glenn Mack, Rose Mack, Elizabeth Lee,
Charles Mack Jr. (deceased), Geneva Mack
(deceased), Franklin Mack (deceased), Cumsey
Brown (deceased), Carolyn McClair, Magaline
Brown, Michael Brown, Walter Brown, Nancy
Brown (deceased), Albertha Coher, Jessie M.
Washington, Johnny Brown (deceased)
Elizabeth Dunmeyer (deceased), Manny
Dunmeyer, Jr., Ruthie Brown Roper, Sylvia
Dunmeyer, Francis Dunmeyer, Rena Smith
(deceased), Clarence Smith Jr., Lillian
Middleton, Pauline Walker, Robert Smith,
Arthur Smith, Margaret Brown, Georgianna
Smith, Louise Hamilton, Benjamin Smith,
John Smith, Leola Smith, Michael Smith,
Emily Heyward (deceased), Ida Dunmeyer
(deceased), Charles Brown, Jr. (deceased),
Charlene Gadsden, Lizzie Mikell Green
(deceased), Mary Ann Green, Edward Mikell
(deceased), Elnora Capers, William Mikell,
Eloise Chestnut, Adelle Mikell and all Persons
claiming under or through the heirs or devisees
of all the deceased parties listed above
collectively designated as John Doe, adults and
Mary Roe, minors; representing any
incompetent persons or those with a disability
and any such person who are minors or under
other disabilities or members of the Armed
Services of the United States of America, as
contemplated within the meaning of Title 50

IN THE PROBATE COURT

CASE NO: 2017-ES-10-1344

COMPLAINT

(Re-open Estate, Quiet Title and Set-Aside
Deed)

17 MAY -5 PM 3:43
CHARLESTON COUNTY

U.S., Code, commonly referred to as the Service Members Civil Relief Act of 2003, as amended, collectively designated as Richard Roe and all persons entitled to claim under or through them; also all persons claiming any right, titled or interest in the real estate described in the complaint herein,

Defendants.

Plaintiffs bring this action pursuant to South Carolina Probate Code 62-1-301 (d)(3) and 62-3-911 for relief as follows. Plaintiffs assert that this court possesses both subject matter and personal jurisdiction in this matter.

RE-OPEN ESTATE AND SET-ASIDE THE DEED OF DISTRIBUTION

1. A testate probate administration of the Estate of Estelle White was initiated in the probate court for Charleston County in probate file number 2014ES10-001344. Edward Mikell was appointed as the Personal Representative, on August 19, 2014, to properly administer the estate and he was also designated as the sole devisee of the Will of Estelle White.

2. Upon information and belief, this estate administration of the Estate of Estelle White was closed after a Deed of Distribution was issued by Edward Mikell as the Personal Representative of the Estate of Estelle White. The Deed of Distribution named Edward Mikell as the sole devisee of the Will of Estelle White.

3. The notices to all intestate heirs were not served on any of the intestate heirs of Estelle White despite the fact that there was a quiet title and partition action filed in the Charleston County Circuit Court in Case Number 2014-CP-10-0723, naming numerous heirs of the deceased Estelle White and seeking to clear title to land on Wadmalaw Island that is a part of the probate estate of Estelle White.

4. Estelle M. White was conveyed the real property, containing 92.34 acres, more or less, by deed of her father Roger Mikell, dated May 14, 1955 and recorded in the RMC Office for Charleston County in Book L-60, at page 273.

5. There exists an unrecorded quitclaim deed, dated June 11, 2007, conveying a portion of the property in the Estate of Estelle White to Richard Brown Sr. and his then spouse Sharon Y. Brown. Said deed conveyed Twenty (20) acres and Two and Three tenths (2.3) acres respectively, designated as having TMS Numbers 217-00-00-017 and 217-00-00-137 in the Office of the Charleston County Tax Assessor. (Attached hereto as Exhibit 1).

6. The Plaintiff, Richard Brown Sr. is one of the intestate heirs of the Estate of Estelle White and was not served with any notices or petitions in regard to the above-referenced probate administration.

7. Further, the names and addresses of the heirs of Estelle White was readily ascertainable to the Personal Representative through the prior quiet title action but he failed to properly serve the intestate heirs pursuant to South Carolina Probate Code Section 63-3-306 (b).

8. Upon information and belief the intestate heirs of Estelle White are shown in Plaintiff's Exhibit 2, attached thereto.

QUIET TITLE

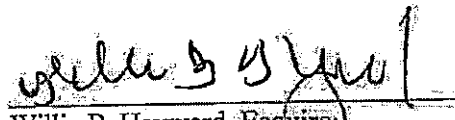
9. That the property conveyed to Thomas Mikell has always been considered heirs property, excluding the conveyance to Richard Brown Sr. and Sharon Y. Brown; and the Plaintiffs have farmed this land, collected taxes communally and excluded any and all other claimant's excepting the other heirs of Estelle White.

10. That the court inquire into the matters stated herein and determine who are the lawful heirs of the deceased Estelle White and quiet title into her lawful heirs.

WHEREFORE, PLAINTIFFS requests an adjudication by the Honorable Court

as follows:

- A. Plaintiffs asks that the Estate of Estelle White be re-opened and that the intestate heirs of Estelle White be given an opportunity of to advance their objections to the testate probate administration of the Estate of Estelle White;
- B. That the Deed of Distribution, conveying the parcels designated as having TMS Numbers: 217-00-00-017, 217-00-00-137, 217-00-00-018 and 217-00-00-042 to Edward Mikell be set-aside until a full adjudication in this matter, with notice to all of the heirs of Estelle White, can be completed and any and all objections to said administration can be properly heard,
- C. That the court quiet title in the names to those parties that have been determined to vested with an interest in the subject property,
- D. And for any and all other relief that the court may deem just and proper.


Willie B. Heyward, Esquire
Heirs Property Law Firm, LLC
27 Gamecock Ave., Suite 200
Charleston, SC 29407
Telephone: (843) 225-8754
Attorney for Plaintiffs

Charleston, South Carolina
Dated: May 5, 2017

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE
TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS THAT, Estelle White, for and, in consideration of One and 00/100 (\$1.00) Dollar and love and affection for to Richard Brown, Sr. and Sharon Y. Brown, us in hand paid at and before the sealing of these presents by Estelle White, in the County 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 Richard Brown, Sr. and Sharon Y. Brown, is heirs and assigns, all of my interest in and to the following described property, to wit:

ALL that lot of land piece or parcel of land, situate, lying and being in St. John's Fire District, Charleston County, State aforesaid, and containing 20 acre(s) and 2.3 acres, more or less. Bounded _____ (north, south, east or west) formerly by a lot owned by Estelle White; all of said description more fully appearing when reference is had to the lot hereby conveyed, made by _____ Surveyor, dated _____

BEING the property conveyed to _____ by deed of _____, dated _____, and recorded in the RMC Office for Charleston County in Deed Book _____.

THE tax map number is: 217-00-00-017 and 217-00-00-137

THE Grantee's address are Richard Brown, Sr. and Sharon Y. Brown

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Estelle White, their heirs and assigns,

FILE
17 MAY -5 PM 3:45
RECEIVED
CLERK OF COURT
CHARLESTON COUNTY

AND I do hereby bind myself and my heirs and assigns, to warrant and forever defend, all and singular, the said premises unto Richard Brown, Sr. and Sharon Y. Brown, their heirs and assigns.

WITNESS my Hand and Seal this 11th day of June in the year of our Lord two thousand and seven

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Silvia Velaz
Witness # 1 signs here
Adana Padilla
Witness # 2 signs here

(*) Estelle White
Estelle White

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The within instrument was acknowledged before me by its maker.

SWORN to before me this
11th day of June, 2007

Rose Marie Mason
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1-19-2011

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 being transferred by AUNT TO NEPHEW and NEPHEW'S wife dated June 11 2007.

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 this is a transfer of property between family members.

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 \$.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 encumbrances 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 approximately \$

6. THE DEED RECORDING FEE IS COMPUTED AS FOLLOWS:

(a) .00 the amount listed in Item 4

(b) .00 the amount listed is item 5 above

(c) .00 Subtract line 6(b) from Line 6(a) and place the result

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

8. 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.

Estelle White
Estelle White

SWORN to before me this

11th day of June, 2007

Rose Marie Francis

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 1-19-2011

FILED
17 MAY -5 PM 3:45
CHARLESTON COUNTY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL DISTRICT
CASE NUMBER: 2014-LP-10-723

James Brown, Roges Brown, Ralph Brown, Richard Brown,

Plaintiffs,

vs.

Estelle White (deceased), Emily Mikell Brown (deceased)
Florence Gadsden (deceased), Ida Mack (deceased),
Raymond Mack, Henrietta Mack-Barnette, Jeanette Mack,
James Mack, Nathan Mack, Glenn Mack, Rose Mack,
Elizabeth Lee, Charles Mack Jr.(deceased), Geneva Mack
(deceased), Franklin Mack (deceased), Cumsey Brown
(deceased), Carolyn McClair, Magaline Brown, Michael
Brown, Walter Brown, Nancy Brown (deceased), Albertha
Cohar, Jessie M. Washington, Johnny Brown (deceased)
Elizabeth Dunmeyer (deceased), Manny Dunmeyer, Jr.,
Ruthie Brown Roper, Sylvia Dunmeyer, Francis Dunmeyer,
Rena Smith (deceased), Clarence Smith Jr., Lillian
Middleton, Pauline Walker, Robert Smith, Arthur Smith,
Margaret Brown, Georgianna Smith, Louise Hamilton,
Benjamin Smith, John Smith, Leola Smith, Michael Smith,
Emily Heyward (deceased), Ida Dunmeyer (deceased),
Charles Brown, Jr. (deceased), Charlene Gadsden, Lizzie
Mikell Green (deceased), Mary Ann Green, Edward Mikell
(deceased), Elnora Capers, William Mikell, Eloise Chestnut,
Adelle Mikell and all Persons claiming under or through the
heirs or devisees of all the deceased parties listed above
collectively designated as John Doe, and any such person
who are minors or under other disabilities or members of the
Armed Services of the United States of America, as
contemplated by the Soldiers and Sailors Relief Act, 1940 as
amended collectively designated as Richard Roe and all
persons entitled to claim under or through them; also all
persons claiming any right, titled or interest in the real estate
described in the compliant herein,

Defendants.

(007965)

TO THE DEFENDANTS ABOVE-NAMED:

SUMMONS
(Non-Jury)
(Suit to Quiet Title)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 JUL -7 PM 2:46

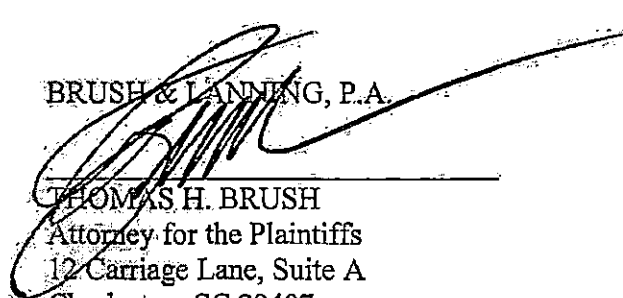
FILED

YOU ARE HEREBY SUMMONED and required to answer the Complaint in the Action, a copy of which is herewith served upon you and to serve a copy of your answer to the said Complaint on the Plaintiffs, through their Attorney Thomas H. Brush, at his office, 12 Carriage Lane, Suite A, Charleston, South Carolina 29407, within thirty (30) days after the service hereof exclusive of the day of such Service; and, if you fail to answer the Petition within the time aforesaid, the Plaintiff in the Action will apply to the Court for the relief demanded in the Complaint.

YOU WILL PLEASE TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity/Special Referee for the aforesaid County which Order shall, pursuant to Rule 53, South Carolina Rules of Civil Procedure, specifically provide that the said Master-in-Equity/Special Referee is authorized and empowered to enter final judgment in this case. An appeal from the final judgment entered by the Master-in-Equity/Special Referee shall be made directly to the Supreme Court.

DATED at Charleston, South Carolina on the 15th day of ~~July~~ July, 2014.

BRUSH & LANNING, P.A.


THOMAS H. BRUSH
Attorney for the Plaintiffs
12 Carriage Lane, Suite A
Charleston, SC 29407
(843) 766-5576
tbrush@brush-lanning.com

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL DISTRICT
CASE NUMBER:

James Brown, Roges Brown, Ralph Brown, Richard Brown,

Plaintiffs,

vs.,

Estelle White (deceased), Emily Mikell Brown (deceased)
Florence Gadsden (deceased), Ida Mack (deceased),
Raymond Mack, Henrietta Mack-Barnette, Jeanette Mack,
James Mack, Nathan Mack, Glenn Mack, Rose Mack,
Elizabeth Lee, Charles Mack Jr.(deceased), Geneva Mack
(deceased), Franklin Mack (deceased), Cumsey Brown
(deceased), Carolyn McClair, Magaline Brown, Michael
Brown, Walter Brown, Nancy Brown (deceased), Albertha
Coher, Jessie M. Washington, Johnny Brown (deceased)
Elizabeth Dunmeyer (deceased), Manny Dunmeyer, Jr.,
Ruthie Brown Roper, Sylvia Dunmeyer, Francis Dunmeyer,
Rena Smith (deceased), Clarence Smith Jr., Lillian
Middleton, Pauline Walker, Robert Smith, Arthur Smith,
Margaret Brown, Georgianna Smith, Louise Hamilton,
Benjamin Smith, John Smith, Leola Smith, Michael Smith,
Emily Heyward (deceased), Ida Dunmeyer (deceased),
Charles Brown, Jr. (deceased), Charlene Gadsden, Lizzie
Mikell Green (deceased), Mary Ann Green, Edward Mikell
(deceased), Elnora Capers, William Mikell, Eloise Chestnut,
Adelle Mikell and all Persons claiming under or through the
heirs or devisees of all the deceased parties listed above
collectively designated as John Doe, and any such person
who are minors or under other disabilities or members of the
Armed Services of the United States of America, as
contemplated by the Soldiers and Sailors Relief Act, 1940 as
amended collectively designated as Richard Roe and all
persons entitled to claim under or through them; also all
persons claiming any right, titled or interest in the real estate
described in the compliant herein,

Defendants.

(007965)

The Plaintiffs above-named, complaining of the Defendants above named, would allege as follows:

COMPLAINT
PARTITION ACTION
SUIT TO CLEAR
TITLE

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 JUL -7 PM 2:46

FILED



1. That the Plaintiff brings this Action pursuant to the provisions of the South Carolina Uniform Declaratory Judgment Act, Sections 15-53-10, et seq., Code of Laws of South Carolina, 1976, as Amended and also pursuant to the provisions of Sections 15-67-10 et seq., for the purpose of obtaining a Decree adjudging that the Plaintiff is seized in Fee Simple of a good and marketable title to the real property described below and that no Defendants have any interest in or estate in, or lien upon said real property.

2. That the property which is the subject matter of this Action is situate in the County of Orangeburg, South Carolina and is described as follows, to wit:

All that piece, parcel or tract of land situate, lying and being on Wadmalaw Island in the County of Charleston, State aforesaid, being in the District known as St. Johns #9 and measuring and containing 92.34 acres more or less together with the buildings thereon.

Being the same lands conveyed to Estelle M. White by deed of Roger Mikell, dated May 14, 1955 and recorded in the Charleston County RMC Office on May 18, 1955 in Book L-60, at Page 273.

TMS #217-00-00-017, 217-00-00-018, 217-00-00-042, 217-00-00-137

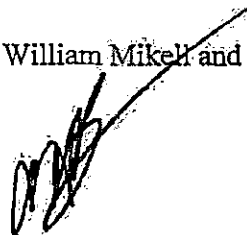
Property Address 1923, 1959 and other vacant land on Birds Nest Road, Wadmalaw Island, South Carolina

3. That Estelle M. White was conveyed the above described property by deed of Roger Mikell dated May 14, 1955 and recorded May 14, 1955 in Deed Book L 60, Page 273.

4. That the Plaintiffs are informed and believe that Estelle White died intestate on or about January 25, 2014 survived by one living sibling; Adell Mikell and three deceased siblings; Lizzie Mikell Green, Edward Mikell and Emily Mikell Brown.

5. That the Plaintiffs are informed and believe that Lizzie Mikell Brown died intestate survived by her one daughter Mary Ann Green.

6. That the Plaintiffs are informed and believe that Edward Mikell died testate on or about July 23, 1997 survived by his children; Elnora Capers, William Mikell and Elosie Chestnut.

A handwritten signature in black ink, appearing to be 'W. Mikell', is written over the text of the sixth paragraph.

7. That Emily Mikell Brown died on or about August 23, 1979 and was survived by her children: James Brown, Walter Brown, Ralph Brown, Roges Brown, all are Plaintiffs herein, and the following deceased children; Florence Gadsden, Ida Mack died on or about February 28, 1993, Cumsey Brown died April 16, 2008, Nancy Brown died on or about July 17, 2001, Elizabeth Dunmeyer, Rena Smith died on or about May 31, 2013 and Charles Brown, Jr. died November 19, 2005.

8. That the Plaintiffs are informed and believe that Florence Gadsden died intestate survived only by her siblings and no spouse and children.

9. That the Plaintiffs are informed and believe that Ida Mack died intestate on or about February 28, 1993 survived by her children; Raymond Mack, Henrietta Mack-Barnette, Jeanette Mack, James Mack, Nathan Mack, Glenn Mack, Rose Mack, Elizabeth Lee, Charles Mack, Jr., Geneva Mack and Franklin Mack.

10. That the Plaintiffs are informed and believe that Cumsey Brown died intestate on or about April 16, 2008 survived by his children; Carolyn McClair, Magaline Brown, Michael Brown and Walter Brown.

11. That the Plaintiffs are informed and believe that Nancy Brown died intestate on or about July 17, 2001 survived by her children; Richard Brown, one of the Plaintiffs herein, Albertha Coher, Jessie M. Washington and Johnny Brown.

12. That the Plaintiffs are informed and believe that Elizabeth Dunmeyer died intestate survived by her children; Manny Dunmeyer, Jr., Ruthie Brown Roper, Sylvia Dunmeyer and Francis Dunmeyer.

A handwritten signature in black ink, appearing to be 'V. J. Roper', is written over the text of paragraph 12.

13. That the Plaintiffs are informed and believe Rena Smith died intestate no or about May 31, 2012 survived by her children; Clarence Smith Jr., Lillian Middleton, Pauline Walker, Robert Smith, Arthur Smith, Margaret Brown, Georgianna Smith, Louise Hamilton, Benjamin Smith, John Smith, Leola Smith, Michael Smith, Emily Heyward and Ida Dunmeyer.

14. That the Plaintiffs are informed and believe that Charles Brown, Jr. died intestate on or about November 19, 2005 survived by his child Charlene Gadsden.

**FOR A FIRST CAUSE OF ACTION
(Suit To Quiet Title)**

15. Plaintiffs incorporate herein by reference the allegations of the preceding paragraphs.

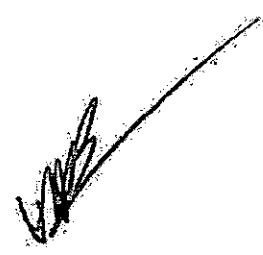
16. That the Plaintiff brings this Action pursuant to the provisions of the South Carolina Uniform Declaratory Judgment Act, Sections 15-53-10, et seq., Code of Laws of South Carolina, 1976, as Amended and also pursuant to the provisions of Sections 15-67-10 et seq., for the purpose of obtaining a Decree adjudging that the Plaintiff and Defendants.

17. That the Plaintiffs have made a diligent search to ascertain the last known addresses or whereabouts of any other known or unknown heirs of Estelle White, Emily Mikell Brown, Florence Gadsden, Ida Mack, Charles Mack Jr., Geneva Mack, Franklin Mack, Cumsey Brown, Nancy Brown, Johnny Brown, Elizabeth Dunmeyer, Rena Smith, Emily Heyward, Ida Dunmeyer, Charles Brown, Jr., Lizzie Mikell Green and Edward Mikell, other than the ones listed above, but have been unable to ascertain their identities or whereabouts and the Plaintiffs therefore has named as party Defendants to this action John Doe and Richard Roe, representing all persons claiming under or through the heirs or devisees of the aforementioned Defendants and any such persons who are minors or under disability of the armed forces of the United States of America and all persons entitled to claim under and through any of them and any persons claiming, right or interest in the real property described herein.



18. The Plaintiffs are informed and believe that because of the allegations contained in the Complaint that this court should issue its order quieting any defects in the title to the properties and declare that the above named heirs are the sole owners of a fee simple title forever barring any claim or right to any unknown persons who may claim any right, title or interest in or upon the above described property in the Percentages listed below:

Adell Mikell	33%
Emily Mikell Brown (deceased)	33%
James Brown	
Walter Brown	
Ralph Brown	
Roges Brown	
Florence Gadsden (deceased)	
Ida Mack (deceased)	
Raymond Mack	
Henrietta Mack-Barnette	
Jeanette Mack	
James Mack	
Nathan Mack	
Glenn Mack	
Rose Mack	
Elizabeth Lee	
Charles Mack Jr. (deceased)	
Geneva Mack (deceased)	
Franklin Mack (deceased)	
Cumsey Brown (deceased)	
Carolyn McClair	
Magaline Brown	
Michael Brown	
Walter Brown	
Nancy Brown (deceased)	
Richard Brown	
Albertha Coher	
Jessie Washington	
Johnny Brown (deceased)	
Elizabeth Dunmeyer (deceased)	
Manny Dunmeyer, Jr.	
Barbara Ann Gethers	
Ruthie Brown Roper	
Sylvia Dunmeyer	
Francis Dunmeyer	
Rena Smith (deceased)	
Clarence Smith Jr	
Lillian Middleton	
Pauline Walker	
Robert Smith	
Arthur Smith	



Margaret Brown
 Georgianna Smith
 Louise Hamilton
 Benjamin Smith
 John Smith
 Leola Smith
 Michael Smith
 Emily Heyward (deceased)
 Ida Dunmeyer (deceased)
 Charles Brown, Jr. (deceased)
 Charlene Gadsden
 Edward Mikell (deceased) 33%
 Elnora Capers
 William Mikell
 Eloise Chestnut
 Lizzie Mikell Green 33%
 Mary Ann Green

FOR A SECOND CAUSE OF ACTION
(Partition)

19. Plaintiffs incorporate herein by reference the allegations of the preceding paragraphs.
20. The Plaintiffs seek a partition of this property and to have the property sold or apportioned subject to the provisions of Section 15-61-10 et. seq., South Carolina Code of Laws, as amended.
21. This is a partition action. Rule 71 of the South Carolina Rules of Civil Procedure and applicable subsections apply in this matter.
22. The above described property is owned free and clear.
23. The Plaintiffs seek to have an appraisal of the subject property ordered by the court.

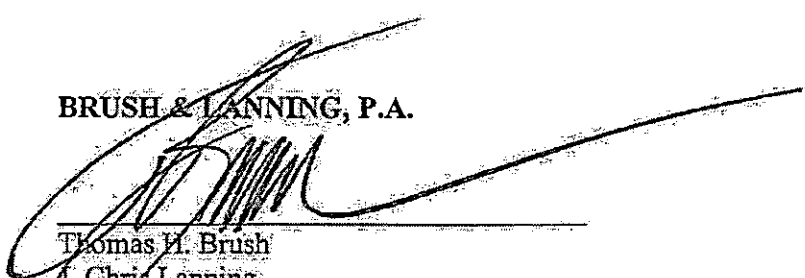
WHEREFORE, the Plaintiff would pray for Judgment as follows:

- A) That this Court determine that all the parties referred to in Paragraph 18 above own a Fee Simple Title to the above described property according to the interests set forth in the aforementioned paragraph above.
- B) That any of the known or unknown heirs of Estelle White, Emily Mikell Brown, Florence Gadsden, Ida Mack, Charles Mack Jr., Geneva Mack, Franklin Mack, Cumsey Brown, Nancy Brown, Johnny Brown, Elizabeth Dunmeyer, Rena Smith, Emily

Heyward, Ida Dunmeyer, Charles Brown, Jr., Lizzie Mikell Green and Edward Mikell, other than the ones listed above, and all unknown persons who may claim any right, title or interest in or upon the real estate described in this Complaint, except for any outstanding mortgages, herein be barred from any claim thereto, any cloud upon the title to the said premises be removed therefrom;

- C) That the property be apportioned if at all possible.
- D) That the property be appraised and then sold with deductions aforementioned, if it cannot be apportioned.
- E) That the fees and cost associated with this action be deducted from any sale of the property.
- F) For such other relief as the court deems necessary and proper.

BRUSH & LANNING, P.A.



Thomas H. Brush
J. Chris Lanning
Attorneys for Plaintiff
12A Carriage Lane
Charleston, SC 29407
Phone: (843) 766-5576
tbrush@brush-lanning.com

7/1, 2014
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JAMES BROWN, et al.,

Plaintiff(s),

v.

ESTELLE WHITE, et al.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

Docket No.: 2014-CP-10-4236

ORDER TO INTERVENE
AS DEFENDANT

FILED
2015 APR 21 AM 10:19
JULIE C. STROUD
CLERK OF COURT

I held a hearing on April 2, 2015, at 2:00 p.m., on a Motion filed by Edward Mikell, individually and as Personal Representative for the Estate of Estelle White, to Intervene as a Defendant.

Present at the hearing was attorney Baker, attorney Nathan Davis, as Guardian ad Litem Nisi, and Richard Brown, a Plaintiff.

Upon reading the Motion to Intervene and after mature consideration of the same; I find the following:

FINDINGS OF FACT

I FIND that Estelle White died testate on or about January 25, 2014, seized and possessed of a fee simple interest in the property hereinafter described as follows:

ALL that piece, parcel or tract of land situate, lying and being on Wadmalaw Island in the County of Charleston, State of South Carolina, being in the District known as St. Johns #9 and measuring and containing 92.34 acres more or less together with the buildings thereon.

BEING the same lands conveyed to Estelle M. White by deed of Roger Mikell, dated and recorded May 14, 1955, in the Charleston County RMC Office in Book L60 at Page 273.

TMS#: 217-00-00-017; 217-00-00-018; 217-00-00-042; and 217-00-00-137.

MDJ/1

I FIND the records in the Charleston County Probate Court show that Edward Mikell was appointed the Personal Representative of the Estate of Estelle White, as is reflected in case no.: 2014-ES-10-1344.

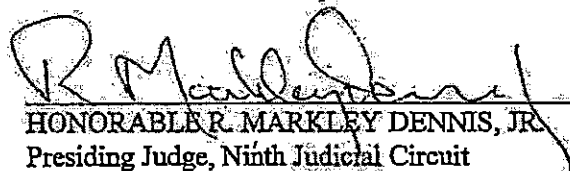
I FIND that on or about August 19, 2014, the Last Will and Testament of Estelle White, dated September 13, 1978, was admitted to the Charleston County Probate Court for administration of her estate.

I FIND that in her Last Will and Testament, Estelle White devised approximately 92.34 acres of land on Wadmalaw Island, Charleston County, South Carolina, to her nephew, Edward Mikell.

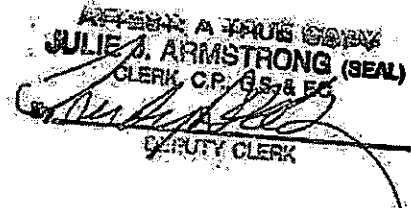
I FIND that Edward Mikell individually and as Personal Representative of the Estate of Estelle White, is a necessary party to the litigation so that a determination can be made as to ownership of the property hereinbefore described; it is therefore

ORDERED, ADJUDGED, AND DECREED that Edward Mikell, individually and in his capacity as Personal Representative of the Estate of Estelle White is made a party Defendant to the within action.

IT IS SO ORDERED!


HONORABLE R. MARKLEY DENNIS, JR.
Presiding Judge, Ninth Judicial Circuit

Charleston, S.C.
April 17, 2015.


JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., O.S. & EC.
DEPUTY CLERK

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

EXHIBIT 20
FORM 4 JUDGMENT IN A CIVIL CASE

CASE NO. 2014 CP-10-4236

Brown, et al.

2015 OCT -9 PM 4:32

Estelle White, et al

PLAINTIFF(S)

JULIE J. ARMSTRONG
CLERK OF COURT

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other.
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other.
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This action is DISMISSED without prejudice.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2060
Judge Code

10/1/15
Date

For Clerk of Court Office Use Only

FILED

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
JULIE J. ARMSTRONG
CLERK OF COURT
AM 11:05
THE FAMILY COURT
NINTH JUDICIAL CIRCUIT
CASE NO.: 2011-DR-10-2640

SHARON BROWN,

Plaintiff,

vs.

RICHARD BROWN,

Defendant.

AMENDED
FINAL ORDER
AND
DECREE OF DIVORCE

HEARING DATE:

PLACE:

PLAINTIFF'S ATTORNEY:

DEFENDANT'S ATTORNEY:

COURT REPORTER:

March 28, 2013, at 10:30 a.m.

Dana A. Morris

Joseph P. Cerato, Esquire

Milton D. Stratos, Esquire

Phyllis H. Norton

THIS MATTER came before me pursuant to the filing of a Notice of Motion and Motion for Temporary Relief, Summons and Complaint on July 18, 2011, setting this matter for a Temporary Hearing on August 11, 2011, at 11:00 a.m. Defendant's attorney accepted service of the filed pleadings on his behalf on July 21, 2011, as evidenced by the Acceptance of Service filed herein. A Temporary Order was filed on September 9, 2011. A Request for Pre-Trial was filed on August 14, 2012, setting the matter for a Pre-Trial Hearing on September 21, 2012, at 11:00 a.m. A Pre-Trial/Scheduling Order was filed on October 2, 2012. A 2nd Pre-Trial Hearing is set for December 6, 2012, at 9:30 a.m.

Present and appearing were the Plaintiff and her attorney, Joseph P. Cerato, Esquire, the Defendant and his attorney, Milton D. Stratos, Esquire, and a corroborating

witness. This Amended Final Order is to clarify the marital portion of Defendant's retirement.

At the calling of the case it was announced to the Court that the parties had reached a complete agreement settling all issues between them and they were desirous of placing their agreement on the record as a Final Order of the Court. The agreement of the parties is as follows:

A. 1. Plaintiff/Wife will be entitled to the sole use, possession and ownership of the home located at 1303 Camden Crossing, Hanahan, South Carolina, 29410. She shall be solely responsible for this home and all costs related to the home, holding the Defendant/Husband harmless from same, including making all payments, taxes, and insurance in a timely manner and agree to indemnify the other for all damages. Any documentation to transfer the home shall be executed within thirty (30) days of the date of this Final Order.

2. The parties agree that the Wife shall be entitled to the marital portion of the Husband's gross disposable retirement pay through ILP Longshoreman's, hereinafter referred to as the Plan. Wife is entitled to a direct payment in the amount specified below and shall receive payments concurrent with the Husband, when Husband begins to receive his retirement pay. Wife's "marital portion" is a percentage of Husband's gross retirement pay, to be computed by dividing the number of months Husband participated in the Plan prior to effective date he begins receiving his retirement pay, into the number of months the parties were married prior to filing for divorce, (which



is defined as 60 months), times fifty percent (50%). *(Hypothetical example: For illustrations purposes only, if the parties were married for 60 months, and the total time the Husband was accumulating retirement under the Plan was 360 months, then the Wife would be entitled to, at the time the Husband begins receiving his retirement payment, a Coverture Fraction of 8.33%, based on a numerator of 5 years and a denominator of 30 years, and the Husband's Gross Retired Pay is \$2,000 per month, then the Base Pay for SEP purposes in our hypothetical example would equal $8.33\% \times \$2,000$ equals \$166.66.)*

To even out the equitable distribution of monies, Plaintiff/Wife shall receive directly from Defendant/Husband the total sum of \$9,000.00, to be paid by paying \$6,000.00 on or before April 15, 2013, and then \$3,000.00 on or before June 1, 2013.

3. Plaintiff will keep all property in her possession, including her vehicle, retirements, bank accounts, and any other property of whatever nature.

B. 1. Defendant/Husband will be entitled to the sole use, possession and ownership of the homes located at 1882 Christian Rd., Charleston, South Carolina, 29407, 2685 Houston St., North Charleston, South Carolina 29405 and 2687 Houston St., North Charleston, South Carolina 29405. He shall be solely responsible for these homes and all costs related to the homes, holding the Plaintiff/Wife harmless from same, including making all payments, taxes, and insurance in a timely manner and agree to indemnify the other for all damages. Any documentation to transfer these homes shall be executed within thirty (30) days of the date of this Final Order.

2. Defendant will keep all property in his possession, including his vehicle, retirements, bank accounts, life insurance policies, and any other property of

Dis

whatever nature.

C. Each party will refinance or remove the others name off of their mortgages within six (6) months of today's date.

D. Each party waives their right to seek alimony or any other reimbursements from the other.

E. Each party will be solely responsible for the debt incurred by them in their name, except as set forth above.

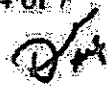
F. Each party will be solely responsible for their own attorneys' fees and costs.

Following the presentation of the Agreement, I inquired of the parties as to their understanding. The parties were not under the influence of anything, stress included, that would prevent their understanding the terms of the above Agreement and the discussions in Court. They indicated that under the circumstances they felt the above Agreement to be fair and equitable and in their best interests and requested the same be made the Final Order of the Court.

Based upon the pleadings in this case and testimony of the parties, this Court makes the following Findings of Facts and Conclusions of Law:

1. I find both parties were residents of South Carolina for more than one (1) year prior to the filing of this action and that the matters and things alleged hereinafter are within the jurisdiction of this Honorable Court.

2. I find that the Plaintiff and Defendant were married on July 31, 2006 and of this marriage no children were born and none are expected.



3. I find that the Plaintiff and Defendant last resided together as Husband and Wife on or about June 25, 2011. They have been separated ever since.

4. The parties were represented by separate legal counsel during negotiations and throughout the pendency of this action to whom they are satisfied with their services and that these parties were fully advised of his and her respective rights and obligations under the above Agreement.

5. The Agreement as set for above is the product of extensive arms length negotiations handled by competent attorneys and based upon the record and evidence it is considered to be fair and reasonable under all relevant facts and circumstances and is in the best interest of the parties. The parties' above Agreement is a full, final and complete Agreement of an integrated nature.

6. After a full review, I find that the above Agreement set for in paragraph A through F is in fact fair, reasonable, and equitable under the existing circumstances, is in the best interest of the parties and their minor child, and that it should be approved, incorporated and merged into this Final Order. The parties have been advised by this Court of the legal ramifications of a violation of their Agreement once it is made the Order of this Court and understanding same they are desirous of having the above Agreement made the Final Order.

7. The Plaintiff moved the Court to modify the pleadings to seek a divorce on one year's separation. Defendant joined in the request and waived his right to responsive time. The Motion was granted.

8. The Plaintiff further moved the Court to seek resumption of the use of her prior married name of Goodmon. The Court inquired of the Plaintiff regarding the questions this Court needed answered to comply with the request. Based upon Plaintiff's sworn testimony, the Court finds Plaintiff is entitled to resume the use of her prior married name of Goodmon.

9. The Court inquired of the Plaintiff to determine if there is any chance of reconciliation. I find and conclude and therefore certify that no possibility of reconciliation exists and that further efforts would be futile and that the differences of the parties are, in fact, irreconcilable. Based upon competent corroborated evidence, I find that the Plaintiff is entitled to divorce, a vinculo matrimonii, from the Defendant based upon the statutory grounds of one (1) year's continuous separation.

NOW, THEREFORE, for good cause shown, it is hereby

ORDERED, ADJUDGED and DECREED that the Plaintiff is granted a divorce, a vinculo matrimonii, from the Defendant based upon the statutory grounds of one (1) year's continuous separation. It is further

ORDERED the agreement of the parties as stated above in paragraphs A through F be and is hereby made the Final Order of this Court subject to its contempt powers. It is further

ORDERED Plaintiff is entitled to resume the use of her maiden name of Sharon Yvonne Goodmon.

AND IT IS SO ORDERED!


Page 6 of 7

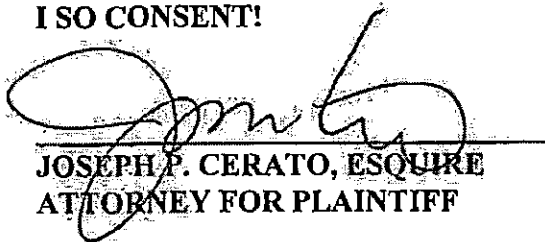
ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., G.S. & F.C.
By 
DEPUTY CLERK

DANA A. MORRIS
PRESIDING JUDGE, FAMILY COURT
FOR THE NINTH JUDICIAL CIRCUIT

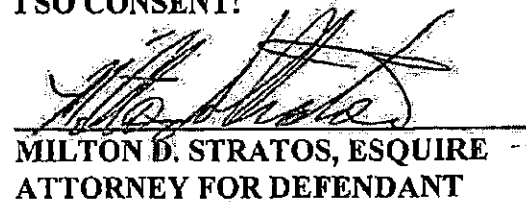
Charleston, South Carolina
This 26 day of April, 2013.

FAILURE TO COMPLY WITH AN ORDER OF THE COURT CAN RESULT IN
UP TO ONE (1) YEAR IN PRISON AND/OR A FINE UP TO ONE THOUSAND
FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) AND/OR THREE
HUNDRED (300) HOURS UPON THE PUBLIC WORKS OR A COMBINATION
OF ALL THREE.

I SO CONSENT!


JOSEPH P. CERATO, ESQUIRE
ATTORNEY FOR PLAINTIFF

I SO CONSENT!


MILTON D. STRATOS, ESQUIRE
ATTORNEY FOR DEFENDANT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

SHARON BROWN,
Plaintiff(s)

RICHARD BROWN,
Defendant(s)

FILED
2013 APR -1 AM 9:51
JULIE J. ARMSTRONG
CLERK OF COURT
BY JV

IN THE FAMILY COURT
NINTH JUDICIAL CIRCUIT

FINANCIAL DECLARATION
OF
SHARON BROWN
FILE NO.: 2011-DR-10-2640

HUSBAND / FATHER

Address:

Age:

Occupation:

Employer:

Employer Address:

WIFE / MOTHER

Address: P.O. Box 80965
Charleston, SC 29416

Age: 49

Occupation: Insurance Agent

Employer: Universal Benefits

Employer Address:

GROSS MONTHLY INCOME	HUSBAND/FATHER	WIFE/MOTHER
Principal Earnings from Employment		\$4,206.50
Overtime, Tips, Commission, Bonuses		
Pensions, Retirement, and Annuities Income		\$272.40
Additional Employment Income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
Unemployment and AFDC		
Spousal or Child Support (from other marriage/relationship)		
Dividends, Interest, Trust Income, and Capital Gains		
Rental Income and Business Profits		
Other (Specify):		
Other (Specify):		
Other (Specify):		
TOTAL GROSS MONTHLY INCOME		\$4,478.90
PAYROLL DEDUCTIONS FROM MONTHLY INCOME	HUSBAND/FATHER	WIFE/MOTHER
Federal Income Tax		\$550.00
State Income Tax		\$121.00
Social Security and Medicare Tax (FICA)		\$137.00
Self-Employment Tax		
Health and Dental Insurance (Adult)		
Health and Dental Insurance (Child)		
Union Dues		
Voluntary Retirement Contribution (401(k), 457, IRA)		
Mandatory Retirement Contribution		
Savings Plan		
Other (Specify):		
Other (Specify):		
Other (Specify):		
TOTAL MONTHLY DEDUCTIONS		\$808.00
NET MONTHLY INCOME	\$0.00	\$3,670.90

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included. Self.

MONTHLY EXPENSES	HUSBAND/FATHER	WIFE/MOTHER
Residential Rent Payment		\$1,123.00
Note or Mortgage Payment on Residence(s)		
Homeowner's Insurance (if not included in monthly mortgage payment)		\$250.00
Food and Household Supplies		\$313.00
Utilities, Water, and Garbage Collection		\$133.00
Telephone and Cellular Phone		
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)		\$269.00
Life Insurance Premium		
Child Support (from other relationship)		
Work Related Day Care		
Spousal Support (current marriage)		
Auto Payment		\$777.00
Auto Insurance, taxes, gasoline, and maintenance		\$561.00
SUBTOTAL:		\$3,426.00
Real Property Tax on Residence(s)		\$400.00
Maintenance for household (includes rental property)		\$100.00
Adult Clothing		
Children's Clothing		\$150.00
Cable Television, Satellite, and Internet/Online Services (includes telephone, package deal)		
Laundry and Dry Cleaning		\$160.00
Medical and Dental Expenses (not paid by insurance) (See Creditor's listed below)		\$30.00
Prescriptions, Glasses, and Contacts (not paid by insurance)		
Children's incidental expenses		
School lunches, supplies, field trips, and fees		\$150.00
Entertainment		\$230.00
Adult Incidental expenses		\$1,395.00
All Installment payments (See Creditor's listed below)		
SUBTOTAL:		
TOTAL MONTHLY EXPENSES	\$ 0.00	\$6,041.00

INSTALLMENT LOAN PAYMENTS SECTION

Creditor	For	Monthly Payment	Balance	Owed by
Dillard's	Miscellaneous	\$100.00	\$900.00	Sharon Brown
Chase - Visa	Miscellaneous	\$200.00	\$1,800.00	Sharon Brown
Sears	Miscellaneous	\$50.00	\$150.00	Sharon Brown
ICPenny	Miscellaneous	\$50.00	\$1,200.00	Sharon Brown
Wal-Mart	Miscellaneous	\$50.00	\$800.00	Sharon Brown
American Edu.	Student Loan	\$548.00	\$69,453.00	Sharon Brown
Lowe's	Miscellaneous	\$40.00	\$1,200.00	Sharon Brown
Belk's	Miscellaneous	\$50.00	\$430.00	Sharon Brown
Toys R Us	Miscellaneous	\$50.00	\$150.00	Sharon Brown
Macy's	Miscellaneous	\$50.00	\$100.00	Sharon Brown
IRS	Taxes	\$100.00	\$4,300.00	Sharon Brown
SCDOR	Taxes	\$77.00	\$77.00	Sharon Brown
Dr. William Sasser	Specialist	\$30.00	\$189.00	Sharon Brown

OTHER DEBTS AND OBLIGATIONS NOT PAYABLE IN MONTHLY INSTALLMENTS

Creditor	For	Date Payable	Balance	Owed by

Are you currently in Bankruptcy? ☐ YES ☒ NO

Are any obligations listed above, including mortgage and note payments, in arrears? ☐ YES ☒ NO

If yes, please list the obligations in arrears.

ALL MARITAL PROPERTY KNOWN TO PARTIES

Assets	Husband / Father	Wife / Mother	Joint
Cash and Money in Checking Account(s)	Unknown	\$1,500.00	
Money in Savings Account(s), Credit Union, Money Mkt. or Cert. of Dep.	Unknown	\$2,145.00	
Value of Voluntary Retirement Account(s)	Unknown	\$3,000.00	
Value of Pension Account	Unknown		
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds	Unknown		
Value of Privately Held Stocks and Other Business	Unknown		
Value of Real Estate - Net of Mortgage Balances	Unknown	Unknown	Unknown
Value of All Other Property	Unknown	Unknown	Unknown
TOTAL ASSETS			

NON MARITAL PROPERTY KNOWN TO PARTIES

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present Market Value

If total assets are less than \$300,000.00, sign and have notarized.

If total assets are greater than \$300,000.00, itemize assets by completing additional sections below and sign and have notarized.

FINANCIAL ACCOUNTS SECTION

Owner	Name of Institution	Type of Account	Balance

VOLUNTARY RETIREMENT ACCOUNTS AND PENSION ACCOUNTS SECTION

Type of Account	Value

PUBLICLY HELD STOCKS, BONDS, SECURITIES, MUTUAL FUNDS SECTION (NON-RETIREMENT)

Name of Company	Number of Shares/Type of Account	Value

REAL ESTATE SECTION

Owner	Address	Value	Mortgage Balance	Mortgage Equity
Richard	1882 Christian Rd., Charleston, SC 29407	\$156,466.00	\$90,000.00	
Richard	2685 Houston St., N. Charleston, SC 29405	\$60,336.00	\$0.00	
Sharon & Richard	2687 Houston St., N. Charleston, SC 29405	\$73,639.00	\$55,000.00	
Sharon & Richard	1303 Camden Xing Hanahan, SC 29410	\$145,633.00	\$145,000.00	

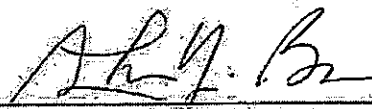
Sworn to and Subscribed before me)

this 28 day of March, 2013)



(SEAL))

Notary Public for South Carolina)



Signature)

My Commission expires: 1/19/2019)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE FAMILY COURT OF THE
NINTH JUDICIAL CIRCUIT

SHARON Y. BROWN

2011 AUG 11 PM 2:59
FILED
Plaintiff,FINANCIAL DECLARATION
OF RICHARD BROWN

vs.

RICHARD BROWN

JULIE J. ARNDT
CLERK OF COURT
BY Defendant

Docket No. 2011-DR-10-0047

HUSBAND/FATHER		WIFE/MOTHER	
Address	1882 Christian Road, Chas., SC 29407	Address	
Age	56	Age	
Occupation	Longshoreman	Occupation	
Employer	Longshoreman's Union 1422	Employer	
Employer Address	Charleston, SC	Employer Address	

Gross Monthly Income	Husband/Father	Wife/Mother
Principal Earnings from Employment ¹	10945.00	
Overtime, Tips, Commission, Bonuses ²		
Pensions, Retirement, and Annuities income		
Additional Employment income		
Social Security Benefits (SSA) and VA Benefits		
Disability and Worker's Compensation Benefits		
Unemployment and AFDC		
Spousal or Child Support (from other marriage/relationship)		
Dividends, Interest, Trust Income, and Capital Gains		
Rental Income and Business Profits		
Other (Specify):		
TOTAL GROSS MONTHLY INCOME	10945.00	

Payroll Deductions from Monthly Income	Husband/Father	Wife/Mother
Federal Income Tax ³	1666.00	
State Income Tax	938.00	
Social Security and Medicare Tax (FICA)	273.00	
Self-Employment Tax		
Health and Dental Insurance (Adult)		
Health and Dental Insurance (Child)		
Union Dues	517.00	
Voluntary Retirement Contribution (401(k), 457, IRA)		
Mandatory Retirement Contribution		
Savings Plan		
Other (Specify): IContingency fund	1049	
TOTAL MONTHLY DEDUCTIONS	4443.00	
NET MONTHLY INCOME ⁴	6502.00	

SCCA 430 (12/2009)

1 of 5

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household whose expenses are included. _____)

MONTHLY EXPENSES ³	Husband/Father	Wife/Mother
Residential Rent Payment		
Note or Mortgage Payment on Residence(s)	2,600.00	
Food and Household Supplies ⁵	400.00	
Utilities, Water, and Garbage Collection	230.00	
Telephone and Cellular Phone	210.00	
Medical, Dental and Disability Insurance Premiums (not deducted from paycheck)		
Life Insurance Premiums (not deducted from paycheck)		
Child Support (from other relationship)		
Work Related Day Care		
Spousal Support (from prior marriage)		
Auto Payment		
Auto Insurance, taxes, gasoline, and maintenance ⁷	1,000.00	
SUBTOTAL: 		
Real Property Tax on Residence(s)		
Maintenance for household ⁸	300.00	
Adult Clothing	200.00	
Children's Clothing ⁹		
Cable Television, Satellite, and Internet/Online Services	150.00	
Laundry and Dry Cleaning ¹⁰	120.00	
Medical and Dental Expenses (not paid by insurance)		
Prescriptions, Glasses, and Contacts (not paid by insurance)		
Children's incidental expenses ¹¹		
School lunches, supplies, field trips, and fees ¹²	300.00	
Entertainment ¹³	200.00	
Adult Incidental expenses ¹⁴		
All Installment payments ¹⁵		
Other (Specify):		
SUBTOTAL: 5710.00		
TOTAL MONTHLY EXPENSES		

Installment Loan Payments Section

Creditor	For	Monthly Payment	Balance	Owed by ¹⁶
C.T. Finance	Loan on Christian	\$1571	\$80,000	Richard Brown
Flagstar Mortgage	Loan on Houston	\$771	\$65,000	
Cander St	Loan on Cander	\$1000	\$140,000	Sharon Brown

Other Debts and Obligations *not* payable in monthly installments

Creditor	For	Date Payable	Balance	Owed by ¹⁶
C.T. Finance	Mort. on Christian	monthly	80,000	
Flagstar	Mort. on Houston	monthly	65,000	
??	Mort on Cander St	monthly	\$140,000	

Are you currently in Bankruptcy? ☐ YES ☒ NO

Are any obligations listed above, including mortgage and note payments, in arrears? ☐ YES ☒ NO

If yes, please list the obligations in arrears.

All Marital Property Known to Parties

Assets	Husband/Father	Wife/Mother	Joint
Cash and Money in Checking Account(s)	\$2,000		
Money in Savings Account(s), Credit Union, Money Market, or Cert. of Dep.	\$15,000		
Value of Voluntary Retirement Account(s)			
Value of Pension Account			
Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds			
Value of Privately Held Stocks and Other Business			
Value of Real Estate - Net of Mortgage Balances			
Value of All Other Property ¹⁷			
TOTAL ASSETS			

Any Non Marital Property Known to Parties

Description of Asset	Title Owner	Date of Acquisition	Source of Funds to Acquirer	Estimate Present market Value
Rental House - 2687 Houston	R. Brown	1999		\$60,000
Rental House - 2685 Houston	R. Brown	2001		\$60,000
Marital Home	R. Brown	1990		\$60,000

If total assets are less than \$300,000.00, sign and have notarized.

If total assets are greater than \$300,000.00, itemize assets by completing additional sections below and sign and have notarized.

Financial Accounts Section ¹⁸

Owner	Name of Institution	Type of Account	Balance

Voluntary Retirement Accounts and Pension Accounts Section

Type of Account	Value

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)¹⁹

Name of Company	Number of Shares/Type of Account	Value

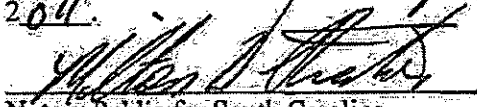
Real Estate Section²⁰

Owner	Address	Value	Mortgage Balance	Mortgage Equity

Other Property Section¹⁷

Owner	Description of Asset	Value	Loan Balance	Equity


 Signature

Sworn to before me this 17th of August
2016.
 (SEAL)
 Notary Public for South Carolina
 My commission expires: 7-16-2016

Custodial Parent (if applicable): _____

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.
- 2.
3. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).
- 4.
5. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.
- 6.
7. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.
- 8.
9. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.
- 10.
11. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.
- 12.
13. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.
- 14.
15. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.
- 16.
17. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.
- 18.
19. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.
- 20.
21. Children's Incidental Expenses are to include allowance, summer camp, baby sitters, lessons, activities, participatory sports, and related items.
- 22.
23. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.
- 24.
25. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.
- 26.
27. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.
- 28.
29. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.
- 30.
31. Indicate which spouse legally owes the payment (husband, wife, or joint).
32. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.
18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.
19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.
20. Itemize each parcel of Real Estate in the Real Estate Section.

CO. FILE DEPT. CLOCK NUMBER
CH 028485 201LSA 0000246967 1

023-0002

CERES MARINE TERMINALS INC.
210 SEVEN FARMS DRIVE, SUITE 101
CHARLESTON, SOUTH CAROLINA 29492

Earnings Statement



Period Ending: 01/16/2011
Pay Date: 01/19/2011

Taxable Marital Status:
Federal: Married

Exemptions/Allowances:
Federal: 0, \$25 Additional Tax

Social Security Number: XXX-XX-8485

Earnings	rate	hours	this period	year to date
Regular	32.0000	16.00	512.00	1,268.00
Overtime	48.0000	28.00	1,344.00	3,805.13
Double O/T	32.0000	2.50	240.00	
Gross Pay			\$2,096.00	5,360.38

Other Benefits and Information

	this period	total to date
Contract Hours		533.00

Additional Tax Withholding Information

Taxable Marital Status:
SC: Single
Exemptions/Allowances:
SC: 0

Hourly Breakdown

WorkDate	StdHours	OvtHours	Type	GrossWages	PayRate
1-10		2.50	DOT	240.00	96.000
1-10		1.00	OT	48.00	48.000
1-10	8.00			256.00	32.000
1-14	8.00			256.00	32.000
1-15		10.00	OT	480.00	48.000
1-16		17.00	OT	816.00	48.000

Deductions	Statutory		
Federal Income Tax	-361.98	858.71	
Social Security Tax	-88.04	225.14	
Medicare Tax	-30.40	77.73	
SC State Income Tax	-140.95	357.91	
Other			
Contingency Fnd	-209.60		
Cope	-1.49	3.92	
Ila	-13.39	35.10	
Union Dues	-104.80	268.02	
Net Pay	\$1,145.35		

Your federal taxable wages this period are
\$2,096.00

SSA-Cooper, LLC										M/PP	Tax Status		Pay Tier	Check #
Payroll Number	Port	Social Security #		Last Name		First Name		Issue Date	Fed	Res	St		Dist Code	
249028485	280	*****8485		Brown Sr		Richard		301-19-2011	M-0	M-0	0		797007 CHASLS	
Company Number	Shift	Port Worked	Date	Occ	Gross Incl Cargo Pen	Cargo Pen	Allowances Non-Taxable	Taxable	Mileage	ST Hours	OT Hours	DST/FT Hours	DOT/BBPM Hours	ST Rate
8404.4	1	E80	0115	1240	372.00						8.00			31.000
Totals					372.00						8.00			
Gross To Net		State	Current	YTD	Recap		State	Current	YTD					
Earnings			372.00	2224.25	Regular Hours		8.00	55.50						
FIT			-22.01	-221.58	Loc 1422 Wage	SC	372.00	2224.25						
Medicare EE			-5.39	-32.25	Gross Wages Fd		372.00	2224.25						
SIT		SC	-20.27	-138.39	2010 Contr Hrs			285.50						
SS EE			-15.63	-93.42										
Chas Cont Fund N			-37.20	-222.43										
Dues Local 1422			-18.60	-111.22										
ILA Cope			-0.25	-1.72										
ILA Dues			-2.23	-15.48										
Net Pay			250.42	1387.76	Check Amount			250.42						

SSA COOPER, LLC

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master in Equity Court

The Honorable Mikell R. Scarborough

Appellant Case Number: 2023-001428

RECEIVED

APR 11 2024

SC Court of Appeals

Edward Mikell, Individually and as Personal Representative for the Estate of Estelle White,
deceased,.....Respondent,

v.

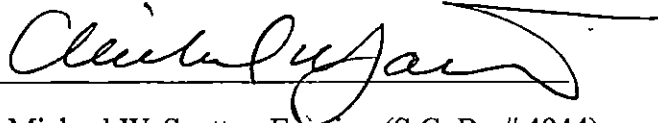
Mary Ann Green, Elnora Capers, William Mikell, Eloise Chestnut, Ralph Brown, Roges Brown, Raymond Mack, Henrietta J. Mack-Barnette, Jeanette Mack Green, James Mack, Jo Nathan Mack a/k/a Nathan Mack, Ida M. Blake, Glenn Mack, Rose Mack, Elizabeth Lee a/k/a Dorothy Marie Mack Lee, Michael Mack, Harvey Mack, Carolyn McClair, Magaline E. Brown, Delores G. Mack, Charles Mack III, Alton Kirk Mack a/k/a Kirk Mack, Kendall Gibbs, Harold Mack, Walter Brown (son of Cumsey Brown), Albertha Cohen, Jessie M. Washington, Manny Dunmeyer Jr., Ruthie Brown Roper, Sylvia Dunmeyer, Francis Dunmeyer, Tammy Dunmeyer, Brandy Dunmeyer, Timothy Brown, Barbara Ann Gathers aka Barbara Ann Geathers, Clarence Smith, Jr., Lillian Middleton, Pauline Walker a/k/a Pearlina Washington, Robert Smith, Arthur Smith, Margaret Brown, Georgiana Smith, Louise Hamilton, Benjamin Smith, John Smith, Leola Smith, Michael Smith, Janet Heyward Nelson, Eric Heyward, Keith Heyward, Darrell Heyward, William Heyward, Charlene Gadsden, Richard Brown, Sr., Sharon Y. Brown, Merele J. Mack, Adrienne F. Mack a/k/a Frankie Mack, Michael Brown, Louis Mikell, Janie Mikell, Altamese Brown, LaTricia Brown-Mayfield, and Edward Littleton Brown, Melissa Mikell (daughter of Nicolas Mikell), Tomisha Mikell, Thomas Elliott Mikell, Meliss Mikell (daughter of Thomas Mikell), Les Brown, Patricia Campbell, Curtrina Ladson, if they be alive, and JOHN DOE AND JANE DOE, whose true names are unknown and fictitious names designating the unknown heirs, devisees, distributees, issue, executors, administrators, successors, or assigns of the above- named Defendants and if any of them be dead and of Estelle White, Lizzie Mikell Green, Edward Mikell, Emily Mikell Brown, Zeebree Mikell, Marion Green a/k/a Marian Green, Walter Brown, Florence Gadsden, Ida Mack, Charles Mack Jr., Geneva Mack, Franklin Mack Cumsey Brown, Nancy Brown, James Brown, Emily Heyward, Ida Mae Smith Dunmeyer, Pamela Dunmeyer Brown, Elizabeth Dunmeyer, Charles Brown, Jr., Rena Smith, Johnny Brown, Adell Mikell, Nicolas Mikell, Jesse Mikell, Thomas Mikell, and Maty Frances Brown, all deceased; and MARY ROE AND RICHARD ROE, whose true names are unknown and fictitious names designating infants, persons under disability, incompetents, imprisoned, or those person in the military, if any; and all other persons, known or whose true names are unknown, claiming any right, title, interest in, or lien upon the real estate described in the Complaint herein, ...Defendants,

Of whom Richard Brown, Sr. and Sharon Y. Brown are the.....Appellants,

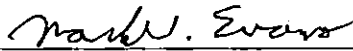
CERTIFICATE OF COUNSEL

The undersigned counsel certifies that the Record on Appeal contains all material proposed to be included by any of the parties and no other material.

Respectfully Submitted By,



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Attorneys for Appellants

Dated: 4-4-24

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