

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Appellate Case No.: 2023-01927
Court of Common Pleas Case No.: 2023-CP-40-06610

American Avenue PM, LLCRespondent

v.

Margie Kelsie.....Appellant.

RESPONDENT’S MOTION TO DISMISS

Respondent, by and through its undersigned counsel, moves this Court for an Order dismissing the instant action as moot based upon the following:

BACKGROUND

1. Appellant is a trespasser on Respondent’s property and was discovered as residing in the subject premises on or around January of 2023.
2. As Respondent’s representative has testified to in the Magistrate’s Court, Appellant and Respondent do not have, and have never had, any contractual relationship, including any landlord-tenant relationship.
3. Appellant has been able to reside in the subject premises without *any* payment to respondent since their illegal intrusion well over one year ago.
4. A Rule to Vacate was filed with the Richland County Magistrate in the Upper Township Magistrate’s Office on May 8, 2023. Said matter was designated as Magistrate Court Case No. 2023CV1810304807.
5. Judgment having been found for Respondent on July 6, 2023; the Appellant appealed the eviction to the South Carolina Court of Common Pleas in Richland County. Said matter is identified as C/A 2023-CP-40-03470. A copy of the Magistrate’s Return is attached hereto as exhibit ‘A’ and made a part hereof by reference.

6. On July 20, 2023, a Bond to Stay Execution hearing was held in front of the Richland County Magistrate. The Magistrate set an appeal bond in an initial amount of \$1,890.70 to be paid on August 1, 2023, and \$1,418.00 per month thereafter in certified funds due on the 1st day of each month beginning September 1, 2023.
7. On December 5, 2023, the Respondent failed to comply with the Bond to Stay Execution Order and on December 13, 2023, Respondent's Circuit Court Appeal was dismissed. A copy of said Order of Dismissal is attached hereto as Exhibit 'B'.
8. On December 13, 2023, Respondent filed another Notice of Appeal in the South Carolina Court of Common Pleas in Richland County, appealing the same magistrate court matter. Said Notice of Appeal was given case number 2023-CP-40-06610 and was dismissed by order of the court as *res judicata*. Said case is indicated as being the order under appeal in the instant case in this Court. A copy of said Notice of Appeal is included here as Exhibit 'C' and made a part hereof by reference. Please also see Exhibit 'B' regarding the dismissal of 2023-CP-40-06610.
9. On February 27, 2023, Respondent inadvertently filed a Motion to Set Appeal bond on the *other* Notice of Civil Appeal filed by Appellant, 2023-CP-40-03470. A hearing had been set on Respondent's Motion, but was cancelled in light of this Court's dismissal of the instant case on March 20, 2024.
10. Respondent was not timely notified of Appellant's Motions to Reinstate and Stay, filed respectively on April 2, 2024 and April 16, 2024.
11. Upon information and belief, when Appellant discovered that they were to be removed from the premises under the color a validly issued court order, Appellant immediately raced to the Court of Appeals to file its Motion to Stay.

ARGUMENT
APPELLANT'S APPEAL IS FACIALLY MOOT

12. That "[a] case is moot where a judgment rendered by the Court will have no practical legal effect upon an existing controversy because an intervening event renders any grant of effectual relief impossible for the Court." *Wachesaw Plantation E. Cmty. Servs. Ass'n v. Alexander*, 414 S.C. 355, 359, 778 S.E.2d 898, 900 (2015). In the present case, the completed eviction of Appellant renders any grant of effectual relief impossible for the Court.
13. There is no defense or assertion that the Appellant may bring before this Court which would all Appellant to prevail on a dismissal for *res judicata*. The Notice of Appeal filed in 2023-CP-40-06610 was plainly and facially filed to relitigate a matter which had been adjudged on the merits.
14. "Res judicata is the branch of the law that defines the effect a valid judgment may have on subsequent litigation between the same parties and their privies. Res judicata ends

litigation, promotes judicial economy and avoids the harassment of relitigation of the same issues.” *Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 39, 512 S.E.2d 106, 111 (1999).

15. The establishment of res judicata requires three elements: (1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit. *Id.* (internal citations omitted). In the instant matter, the elements are all plainly, readily, and apparently present.

For the foregoing reasons, Respondent respectfully requests that the instant case be dismissed, and Respondent be protected prospectively from any future stay on appeal as it relates to Appellant’s removal from the subject premises.

WE SO MOVE



RESPECTFULLY SUBMITTED

CRAWFORD & VON KELLER, LLC

Jason M. Hunter S.C. Bar No. 101501

Post Office Box 4216

Columbia, South Carolina 29204

Telephone 803-790-2626

ATTORNEYS FOR THE PLAINTIFF

Exhibit ‘A’

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND
Streetlane Pm, LLC Agent for
for SFR3-008, LLC
Plaintiff/Respondent

v.
Sharley Ann Jackson
Margie R. Kelsie (aka) Michael Kelsie
And All Other Occupants
Defendant/Appellant

) IN THE MAGISTRATE'S COURT
) UPPER TOWNSHIP MAGISTRATE

) Civil Case Number: 2023CV4010700887
) Common Pleas Case Number: 2023CP4003470

Appeal Return

2023 JUL 26 PM 3:33
JEANETTE W. McBRIDE
C.S.P. & G.S.

Original

RICHLAND COUNTY
FILED

Introduction

The above captioned rule to vacate was filed in the Upper Township Magistrate's Office on May 8th, 2023. The parties in this action include Streetlane PM, LLC agent for SFR3-008, LLC represented by plaintiff attorney; B. Lindsey Crawford IV; hereinafter referred to as plaintiff and Margie R. Kelsie aka Michael Kelsie; *Pro Se*; hereinafter referred to as defendant. This matter is on appeal from the Upper Township Magistrate Court of Richland County, South Carolina. The Honorable Judge Tomothy C. Edmond presided over the proceedings.

Findings of Fact

The court has jurisdiction on this matter pursuant to S.C. Code § 22-3-10 (10). The cause of action in reason to the plaintiff/landlord filing against the Defendant/Tenant was for grounds of tenancy ended. The property in question is a residential home that is located at, 3511 Belvedere Dr, Columbia, SC 29204. On May 30th, 2023 a Rule to Vacate or Show Cause (Eviction) was posted on the defendant residence according to the Richland County Sheriff's Department. On May 26th, 2023 the defendant requested a show cause hearing.

Factual Background

On June 21st, 2023 this matter was heard in a bench trial before me. The plaintiff was represented by Attorney B. Lindsey Crawford IV and the defendant; Margie R. Kelsie aka Michael Kelsie was *pro se*. The plaintiff requested a continuance that was granted before being sworn-in and the case was rescheduled to be heard on July 6th, 2023.

On July 6th, 2023 this matter was heard in a bench trial before me. The plaintiff was represented by Attorney B. Lindsey Crawford IV and witness; vice president; Amy Smoke appeared and the defendant; Margie R. Kelsie aka Michael Kelsie appeared *pro se*. Plaintiff attorney stated that the case was a squatter case that was filed in Sharley Ann Jackson name and they are unaware of who the defendant; Margie aka Michael is. Defendant; Margie said she signed a lease with "Andrew" and paid him \$1400.00 to move in around December 2022. Plaintiff witness stated that they do not know who Andrew is and that it cost over \$3,000.00 to move in because of the security deposit, first month rent, & other fees. Plaintiff said that there was no lease that was executed, nor signed by an active landlord and that the defendant is an unauthorized occupant that may have been a victim of some type of fraud. Defendant; Margie referenced issues of burst pipes, water flood, and other maintenance issues along with an exhibit.

Defendant Exhibit 1

The defendant provided a receipt from December 2022.

Plaintiff attorney stated that the defendant exhibit of the receipt bank statement did not have a bank name on it. The defendant argued that it was given to her from Wake Forest Bank.

In conclusion, a finding to the plaintiff was entered, granting the plaintiff the right to seek a Writ of Ejectment. I informed all parties that the defendant must vacate the premises on July 13th, 2023 and the writ of ejectment can be filed on July 14th, 2023.

This case was appealed on July 6th, 2023 in the Court of Common Pleas and the notice of appeal was served to the Upper Township Magistrate the same day and the defendant was advised at the said time of what the Bond Hearing consist of and was given the Bond Hearing court summons for July 20th, 2023.

The Bond to Stay Execution Hearing was heard before the Honorable Tomothy C. Edmond on July 20th, 2023. The plaintiff was represented by Attorney Jason Hunter and the defendant; Margie R. Kelsie aka Michael Kelsie appeared *pro se* for the Bond Hearing. Defendant; Margie R. Kelsie aka Michael Kelsie stated that she resides in the home and she was the person who appealed the action. Plaintiff attorney motioned to amend the filing to add the

defendant name; Margie R. Kelsie aka Michael Kelsie; the defendant had no objections and provided identification of his listed names. All parties agreed that the defendant monthly rent is \$1,418.00. I informed all parties that the defendant is ordered to pay \$1,890.70 per month beginning on August 1st, 2023 by 4:00pm and each month afterwards; the defendant is ordered to pay \$1,418.00 on the 1st of each month & no later than the 5th of each month by 4:00pm to the Upper Township Magistrate as well as future monthly rent; this was stated on record. I informed the defendant if this is not met then this will dissolve her appeal and the defendant agreed; also, if the 5th falls on a weekend then she would be able to pay the following Monday. I ordered that it would be no arrears because it's not effective in this case & also advised the defendant to make the payments out to the court and the funds will be released to the plaintiff.

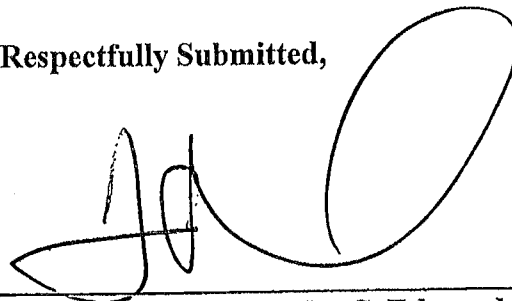
Conclusion of Law

Pursuant to S.C. Code § 27-37-130, the Magistrate has authority to set the bond on payment of all costs and damages the property owner must sustain. The tenant must pay the assigned amount set by the Magistrate. In the event that the established court order is not followed, the appeal does not remain in effect and is considered dissolved.

Copies Attached.

AND IT IS SO ORDERED

Respectfully Submitted,



**The Honorable Tomothy C. Edmond
Upper Township Magistrate
7615-A Wilson Blvd; Columbia, SC 29203
Phone (803) 576-2570; Facsimile (803) 576-2579**

July 25, 2023

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

UPPER TOWNSHIP MAGISTRATE

Streetlane PM, LLC Agent For
SFR3-008, LLC
Plaintiff

Order To Stay the Eviction on Appeal

Vs.

Case No: 2023CV4010700887

Sharley Ann Jackson
Margie R. Kelsie Aka Michael Kelsie
And All Other Occupants
Defendant

Plaintiff and Defendant appeared before this court on July 20th, 2023.

The Defendant is in arrears for rent in the amount of \$ _____ and has no lawful defense.

The rental agreement expired and the landlord is due possession.

Other circumstances:

The defendant, Margie R. Kelsie (AKA) Michael Kelsie appealed the Judge's decision from 7/6/23. Today, the Bond Hearing was scheduled. PH Atty Jason Hunter Motioned to have the defendant Sharley Ann Jackson removed from this Action & have Margie R. Kelsie (AKA) Michael Kelsie added since individual occupy the residence & Appealed in the same name.

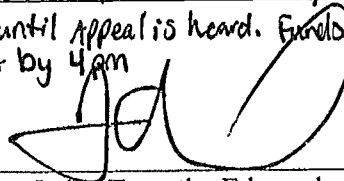
The Court herein awards possession of the subject premises to the Plaintiff and so ORDERS the Defendant(s) listed in the above caption to vacate the property on or before: _____

Other special requirements

Defendant is ordered to pay \$1,890.70 on 8/1/23 no later than 8/5/23 unless it's a weekend then the following Monday. Pay to the court. Then each month after arrears, between the 1st - 5th the defendant must pay the court \$1,418.00 until appeal is heard. Funds will be released to the plaintiff. The defendant must make each payment by 4pm

IT IS SO ORDERED.

This 20th Day of July, 2023



Judge Tomothy Edmond

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**And All Unknown Occupants
3511 Belvedere Dr
Columbia, SC 29204**

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the Court of the Upper Township Magistrate, located at 7615 A Wilson Boulevard Columbia, SC 29203 on July 20, 2023 at 9:00 AM to determine if and of what amount and what type of bond must be posted during the duration of the civil action noted herein:

**RE: Streetlane Pm, Llc Agent For
Sfr3-008, Llc**

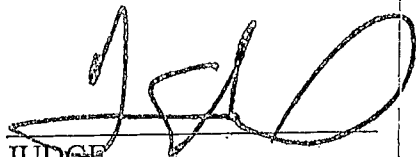
**Vs Sharley Ann Jackson
And All Unknown Occupants**

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2023CV4010700887.**

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



JUDGE

**Upper Township Magistrate
7615 A Wilson Boulevard
Columbia, SC 29203
Phone: (803) 576-2570
Fax: (803) 576-2579**

July 6, 2023

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**Sharley Jackson
3511 Belvedere Dr
Columbia, SC 29204**

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**RE: Streetlane Pm, Llc Agent For
Sfr3-008, Llc**

**Vs Sharley Ann Jackson
And All Unknown Occupants**

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7615 A Wilson Boulevard
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Phone: (803) 576-2570
Fax: (803) 576-2579**

July 6, 2023

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**Baxter Crawford IV
PO Box 4216
Columbia, SC 29240**

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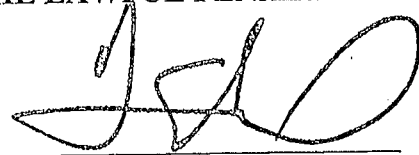
**Vs Sharley Ann Jackson
And All Unknown Occupants**

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Civil Case Number: 2023CV4010700887.

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JUDGE

**Upper Township Magistrate
7615 A Wilson Boulevard
Columbia, SC 29203
Phone: (803) 576-2570
Fax: (803) 576-2579**

July 6, 2023

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

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Po Box 4216
Columbia, SC 29240**

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**RE: Streetlane Pm, Llc Agent For
Sfr3-008, Llc**

Vs Sharley Ann Jackson

And All Unknown Occupants

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2023CV4010700887.

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


JUDGE

**Upper Township Magistrate
7615 A Wilson Boulevard
Columbia, SC 29203
Phone: (803) 576-2570
Fax: (803) 576-2579**

July 6, 2023

STATE OF SOUTH CAROLINA

COUNTY OF _____

Street Line Homes

Plaintiff(s)

vs.

Michael Kelsie AKA

Ms. Margie Kelsie Defendant(s)

Submitted By:

Address: 3511 Belvedere Dr

Columbia SC 29204

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

-CP-

2023CP400

SC Bar #:

Telephone #: 803 977-2094

Fax #:

Other:

E-mail: Kelsie.ms.margie@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|--|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Interpleader (690) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 <u>-NI-</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) <p>Pharmaceuticals (630)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input checked="" type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
|---|---|--|---|

Submitting Party Signature:

Ms. Margie Kelsie

Date: 7-6-2023

2023 JUL -6 PM 2:18
 JANETTE W. MCBRIDE
 C.C.P., C.S.S. & F.C.
 CLERK OF COURT
 RICHMOND COUNTY
 FILED
 UPPER TOWN
 2023 JUL -6 PM 2:41
 CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF _____

Street lanes Home
APPELLANT(S)

VS.

Michael Kelsie Adams Marge Kelsie
RESPONDENT(S)

COMMON PLEAS CASE NUMBER

2023 CV 4010 100887

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

UPPER TOWNSHIP
2023 JUL -6 PM 2:18
MAGISTRATE'S
FILED
CHILDRED COUNTY
ANNETT W. MCBRIDE
C.C.P.S. & F.C.

The plaintiff/defendant (circle one), _____ hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of _____.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the _____ day of _____, 2_____.

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

I Ms. Marge Bee Kelsie did not agree with the decision of the judge today. I need new pdes and also have no acc of heat. Street lane told me that would fit it. However they did not.

Dated: 07/06/2023

Ms. Marge Kelsie
Appellant (or his attorney)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

UPPER TOWNSHIP MAGISTRATE

Streetlane PM, LLC Agent For)
SFR3-008, LLC)
Plaintiff)

ORDER OF EJECTMENT

Vs.)

Case No: 2023CV4010700887

Sharley Ann Jackson,)
And All Other Occupants)
Defendant)

Plaintiff and Defendant ^(Michael Kelsey) appeared before this court on July 6th, 2023.

The Defendant is in arrears for rent in the amount of \$ _____ and has no lawful defense.

The rental agreement expired and the landlord is due possession.

Other circumstances:
No Active Executed lease; Not receiving Any Payments; Spammer - Selay Notice Served

The Court herein awards possession of the subject premises to the Plaintiff and so ORDERS the Defendant(s) listed in the above caption to vacate the property on or before: 7/13/23

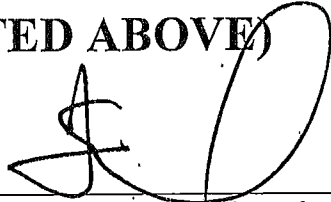
Other special requirements Writ - 7/14/23

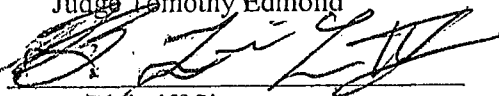
After the above date, if the premises have not been vacated voluntarily within 24 hours, a Deputy Sheriff may enter the premises and remove all property to a place at the nearest roadway. Refuse collectors may remove the tenant's property after a period of 48 hours or anytime in the normal course of debris collection.

THIS ORDER EXPIRES 15 DAYS AFTER THE FINAL DATE (LISTED ABOVE)

IT IS SO ORDERED.

This 6th Day of July, 2023



Judge Timothy Edmond


Plaintiff Signature

Account Title: MICHAEL KELSIE Account Number: XXXX4230

Current Available: -\$120.38

Balance Date: 2/3/2023 11:10:12 AM CST

Please note that pending transactions can post for a different amount than listed and may not include fees assessed today.

Pending Transactions as of 2/3/2023 11:10:12 AM CST

There are no pending transactions at this time.

Posted Transactions from 10/1/2022 to 2/3/2023

Date	Code	Serial	Amount	Balance	Description
2/1/2023	192	200	-\$32.00	-\$120.38	Overdraft Item Fee
2/1/2023	935		-\$89.00	-\$88.38	POS- PETSMAST # 1286 COLUMBIA SC 000000000171585
1/31/2023	18		-\$382.00	\$0.62	CASHED CHECK
1/31/2023	117		\$914.00	\$382.62	XXSUPP SEC MICHAEL KELSIE SSI TREAS 310 N1*GD*MICHAEL KELSIE \N1*BE*SHIRLEY A JACKSON *34*000001305\ COID9101736121
1/21/2023	192	200	-\$32.00	-\$531.38	Overdraft Item Fee
1/21/2023	18		-\$244.00	-\$499.38	CASHED CHECK
1/12/2023	192	200	-\$32.00	-\$255.38	Overdraft Item Fee
1/12/2023	935		-\$350.00	-\$223.38	POS- KOGERS BODY SHOP COLUMBIA SC 000000000223437
1/11/2023	723		-\$3.00	\$126.62	PAPER STATEMENT FEE
1/10/2023	935		-\$21.60	\$129.62	POS- SEPHORA ORDER SAN FRANCISCO CA 00000000004955
1/8/2023	905		-\$100.00	\$151.22	ATM- 360 Harbison Blvd/ Columbia SC Woodforest National Bank 000000000164612
1/8/2023	935		-\$21.40	\$251.22	POS- 754 - SEPHORA 100 COLU COLUMBIA SC 000000000160665
1/5/2023	935		-\$51.62	\$272.62	POS- FOOD LION #1280 1013 B COLUMBIA SC 000000000186403
1/3/2023	992		-\$2.50	\$324.24	WITHDRAWAL FEE
1/3/2023	905		-\$101.00	\$326.74	ATM- 3102 1/2 BROAD RIV COLUMBIA SC 000000000144601
12/29/2022	117		\$914.00	\$427.74	XXSUPP SEC MICHAEL KELSIE SSI TREAS 310 N1*GD*MICHAEL KELSIE \N1*BE*SHIRLEY A JACKSON *34*000001305\ COID9101736215
12/9/2022	723		-\$3.00	-\$486.26	PAPER STATEMENT FEE
12/1/2022	192	200	-\$32.00	-\$483.26	Overdraft Item Fee
12/1/2022	935		-\$1,421.95	-\$451.26	POS- YSI*STREETLANE PM LLC 888-4026913 TX 000000000127855
12/1/2022	935		-\$4.99	\$970.69	POS- RENTLY.COM LOS ANGELES CA 000000000071973
11/30/2022	7		\$662.00	\$975.68	DEPOSIT
11/30/2022	117		\$841.00	\$313.68	XXSUPP SEC MICHAEL KELSIE SSI TREAS 310 N1*GD*MICHAEL KELSIE \N1*BE*SHIRLEY A JACKSON *34*000001305\ COID9101736121
11/27/2022	192	200	-\$32.00	-\$527.32	Overdraft Item Fee
11/27/2022	935		-\$160.00	-\$495.32	POS- FOOD LION #1280 1013 B COLUMBIA SC 000000000080959
11/17/2022	7		\$100.00	-\$335.32	DEPOSIT
11/12/2022	7		\$99.00	-\$435.32	DEPOSIT
11/9/2022	723		-\$3.00	-\$534.32	PAPER STATEMENT FEE
11/7/2022	192	200	-\$32.00	-\$531.32	Overdraft Item Fee
11/7/2022	18		-\$674.00	-\$499.32	CASHED CHECK
11/2/2022	18		-\$100.00	\$174.68	CASHED CHECK
10/31/2022	117		\$841.00	\$274.68	XXSUPP SEC MICHAEL KELSIE SSI TREAS 310 N1*GD*MICHAEL KELSIE \N1*BE*SHIRLEY A JACKSON *34*000001305\ COID9101736121
10/9/2022	723		-\$3.00	-\$566.32	PAPER STATEMENT FEE

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Sharley Ann Jackson
3511 Belvedere Dr
Columbia, SC 29204

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Upper Township Magistrate
7615 A Wilson Boulevard
Columbia, SC

on July 6, 2023 at 9:00 AM to serve as a party in a Bench Trial in the case of:

RE: Streetlane Pm, Llc Agent For Vs Sharley Ann Jackson
Sfr3-008, Llc

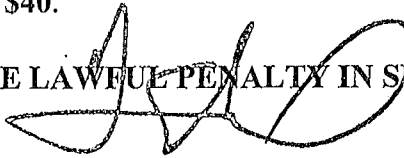
And All Unknown Occupants

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2023CV4010700887, Rule to Vacate \$40.

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



JUDGE

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Upper Township Magistrate
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Columbia, SC 29203
Phone: (803) 576-2570
Fax: (803) 576-2579
Email:
June 21, 2023

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COUNTY OF RICHLAND

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COUNTY OF RICHLAND

Baxter Lindsay Crawford IV
PO Box 4216
Columbia, SC 29240

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Email:
June 21, 2023

3511 BELVEDERE 29204 | R14103-02-14



Address

Address	3511 BELVEDERE 29204
Municipality	Columbia
School District	Richland School District 1
Garbage Coll. Day	No Pickup
Recycling Coll. Day	No Pickup
Yard Trash Coll. Day	No Pickup
Latitude	34.04308
Longitude	-80.99868
Elevation	363 ft

Census

Year	2010	2000	1990
Avg Hshld Income	\$45,032	\$33,750	\$31,842
Avg Home Value	\$92,200	\$68,700	\$53,400
Pop. Density (/sqmi)	1,236	1,765	2,016

Property

TMS	R14103-02-14
Owner	SFR3 LLC
Beds	3.0
Baths	1.0
Heated Sqft	1,436
Year Built	1955
Tax District	1CC
Land Value	\$9,000
Building Value	\$53,500
Taxable Value	\$62,500
Market Value	\$62,500
Last Sale	\$62,500 (10/17/2019)
Zoning	RS-2
Secondary Zoning	
Owner Occupied	

Political

Voting Precinct	Edgewood
Voting Location	Burton-Pack Elementary
County Council Dist.	3
County Council Rep.	Yvonne McBride
SC Senate Dist.	21
SC Senate Rep.	Darrell Jackson
SC House Dist.	76
SC House Rep.	Leon Howard
County Magistrate Dist.	UPPER TOWNSHIP
County Magistrate	JUDGE TOMOTHY EDMOND
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	2

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

UPPER TOWNSHIP MAGISTRATE

Streetlane PM, LLC Agent for)
Sfr3-008, LLC)
Plaintiff)

ORDER OF EJECTMENT

Vs.)

Case No: 2023CV4010700887

Sharley Ann Jackson)
And All Unknown Occupants)
Defendant)

Plaintiff and Defendant appeared before this court on June 21st, 2023.

- The Defendant is in arrears for rent in the amount of \$ _____ and has no lawful defense.
- The rental agreement expired and the landlord is due possession.
- Other circumstances:

The Court herein awards possession of the subject premises to the Plaintiff and so ORDERS the Defendant(s) listed in the above caption to vacate the property on or before: _____

Other special requirements

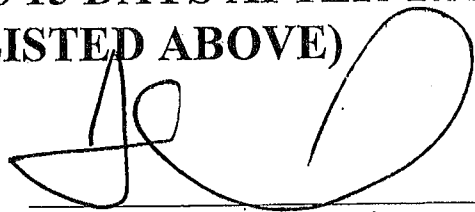
Court Request Both parties agreed,
By PIT.

After the above date, if the premises have not been vacated voluntarily within 24 hours, a Deputy Sheriff may enter the premises and remove all property to a place at the nearest roadway. Refuse collectors may remove the tenant's property after a period of 48 hours or anytime in the normal course of debris collection.

THIS ORDER EXPIRES 15 DAYS AFTER THE FINAL DATE (LISTED ABOVE)

IT IS SO ORDERED.

This 21st Day of June, 2023



Judge Tomothy Edmond

Plaintiff Signature

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Sharley Ann Jackson
3511 Belvedere Dr
Columbia, SC 29204

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And All Unknown Occupants

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2023CV4010700887, Rule to Vacate \$40.

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Phone: (803) 576-2570
Fax: (803) 576-2579
Email:
May 26, 2023

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

And All Unknown Occupants
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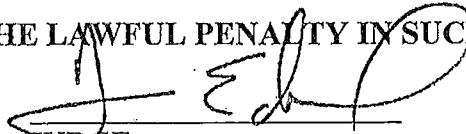
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May 26, 2023

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE MAGISTRATE'S COURT

Street Land Homes

Landlord

Vs.

Michael Kelsie

Tenant

Request for Hearing

Civil Case No: 2023CV40107008

MAGISTRATE'S OFFICE

2023 MAY 26 PM 1:32

UPPER TOWNSHIP

I, the Tenant of the above action, request a hearing based on the following reasons:

There is no Shirley Jackson on my
lease. There must be a mistake my
name is Michael Kelsie, and the lease
is in my name. My lease started
on 11-28-2022 until 11-27-2023.

Tenant Contact Number: (803) 977-2094

Mailing Address: 3511 Redevedere dr
Colombia SC 29204

5-26-2023
Date

Michael Kelsie
Tenant Signature

Office Use

Date of Request: _____

Date of Hearing: _____

Landlord Notified: Mail Phone Date and Time of Notification _____

Tenant Notified: Mail Phone Date and Time of Notification _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Streetlane Pm, Llc Agent For
Sfr3-008, Llc
Po Box 4216
Columbia, SC 29240

2023CV4010700887

CIVIL CASE NUMBER
MAGISTRATE'S COURT

RULE TO VACATE OR SHOW CAUSE (EVICTION)

UPPER TOWNSHIP

2023 MAY 30 PM 1:04

MAGISTRATE'S COURT (803) 764-7444

MAY 11 0 2023

FILE COPY

PLAINTIFF(S)

Vs
Sharley Ann Jackson
3511 Belvedere Dr
Columbia, SC 29204

And All Unknown Occupants

Phone:

DEFENDANT(S)

TO Sharley Ann Jackson And All Unknown Occupants : Streetlane Pm, Llc Agent For Sfr3-008, Llc is asking this Court to evict you from the property located at because they claim that:

You have failed to pay rent when due or demanded in the amount of \$.

The terms of your tenancy or occupancy have ended.

You have violated the terms or conditions of your lease by:

You the defendant(s) and lessee(s) of the premises listed at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Upper Township Magistrate
7615 A Wilson Boulevard
Columbia, SC 29203
(803) 576-2570, FAX 8035762579

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

05/08/2023

Judge, Upper Township Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Sharley Ann Jackson And All Unknown Occupants on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. 5/12/23	8:27	NA		
2. 5/12/23	7:57 AM	SH		
3. 5/15/23	4:34 PM	SH		

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT

Posted

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

E. Hill
S1693

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE MAGISTRATE'S COURT
CASE NO.: 2023-0887

Streetlane PM, LLC agent for)
SFR3-008, LLC)

Plaintiff,)

vs.)

Sharley Ann Jackson,)
and All Unknow Occupants)

Defendants))

APPLICATION FOR
EJECTMENT

UPPER TOWNSHIP
2023 MAY -8 PM 1:32
MAGISTRATE'S OFFICE

Streetlane PM, LLC agent for SFR3-008, LLC, Plaintiff in this action, personally appearing before me states that it is landlord-lessor of premises within the jurisdiction of the Upper Township Magistrate Court which are, 3511 Belvedere Dr, Columbia, SC 29204 that a landlord-tenant relationship exists between it and the Defendants, Sharley Ann Jackson, and All Unknown Occupants, the tenant-lessee, as evidenced by the following:

5-day Notice to Quit; Affidavit of Service; Application for Notice to Quit Premises

and that Plaintiff by this application, requests that the Magistrate initiate ejectment proceedings against the Defendants, because of the facts described below:

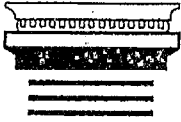
- Such Tenant(s) has failed or refused to pay rent when due or when demanded..
- The term of tenancy or occupancy has ended.
- The terms or conditions of the lease have been violated.

May 4, 2023

Sworn to before me this
4th day of May 2023

Sofia B. Andre
Sofia Andre
Notary Public for South Carolina
My Commission Expires: September 22, 2032

TKS
Theodore von Keller
B. Lindsay Crawford, III
B. Lindsay Crawford, IV
Charley FitzSimons
Jason M. Hunter
CRAWFORD & von KELLER, LLC
Post Office Box 4216
Columbia, South Carolina 29240
(803) 764-7445
Attorneys for Plaintiff



CRAWFORD & VON KELLER, LLC

SOUTH CAROLINA
B. Lindsay Crawford, III *
Theodore von Keller
B. Lindsay Crawford, IV

NORTH CAROLINA
Benjamin A. Barco**

Charley S. FitzSimons
Lawrence W. Johnson, Jr.* - Special Counsel

* Certified Specialist in Bankruptcy
and Debtor-Creditor Law in SC

**Admitted in North Carolina, Tennessee, and
Texas

February 3, 2023

Any and All Unknown Occupants
3511 Belvedere Drive
Columbia, SC 29204

RE: 3511 Belvedere Drive, Columbia, SC 29204
No Current Lease
Our File No. 5001-23-0067

Dear Occupants:

This law firm represents Streetlane PM LLC, agent for owner SFR3-008 LLC.

You are occupying the property without the permission or consent of Streetlane PM LLC, agent for owner SFR3-008 LLC. There is also no lease, neither written nor oral. As such, you are a trespasser.

Attached is a 5-day Notice to Quit. If you do not immediately vacate and surrender possession of the premises, we will seek to obtain a warrant of ejectment requiring the sheriff to eject you from the premises.

Sincerely,

Crawford & von Keller, LLC

B. Lindsay Crawford, IV

/sa

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE MAGISTRATE'S COURT

CIVIL ACTION NUMBER

Streetlane PM LLC, agent for owner SFR3-008 LLC

Plaintiff(s)

c/o Crawford and von Keller LLC

1640 Saint Julian Place

Street Address

Columbia SC 29206

City State Zip Code

803-790-2626

Telephone

Vs.

NOTICE TO QUIT

Any and All Unknown Occupants

Defendant(s)

3511 Belvedere Drive

Street Address

Columbia SC 29204

City State Zip Code

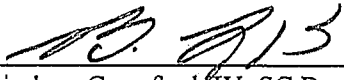
To: all other occupants in possession of the premises located at:

3511 Belvedere Drive

Columbia, SC 29204

TAKE NOTICE that you do not have a lease agreement for this property with Streetlane PM LLC, agent for owner SFR3-008 LLC. You must immediately vacate and surrender possession of the Premises.

If you fail to vacate the above premises within 5 days of service or posting of this Notice, we will obtain a warrant of ejectment requiring the Sheriff to eject you from the premises, using such force as may be necessary.



B. Lindsay Crawford, IV, SC Bar No. 101707

CRAWFORD & von KELLER, LLC

Post Office Box 4216

Columbia, South Carolina 29240

(803) 790-2626

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Streetlane PM, LLC agent for Owner
SFR3-009, LLC
Plaintiff,

Vs.


Any and All Unknown Occupants,
Defendants.

IN THE MAGISTRATE'S COURT
FIFTH JUDICIAL CIRCUIT
CIVIL ACTION NUMBER _____

AFFIDAVIT OF SERVICE

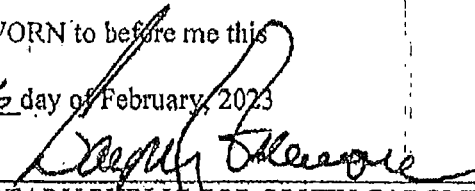
JEFF COSTENR personally appeared before me, a duly appointed Notary Public for the State of South Carolina. The undersigned deponent, upon being duly sworn says that on the 13th day of February, 2023 at 8:05 A.M. he served a certified true copy of a Notice To Quit on Sharley Ann Jackson, the Unknown Occupant herein, by posting a copy of same on the front and rear doors of the residence after Sharley Ann Jackson refused to open the door to accept the legal documents at the property address of: 3511 Belvedere Drive, Columbia, South Carolina 29204.

That Deponent is not a party to this action.

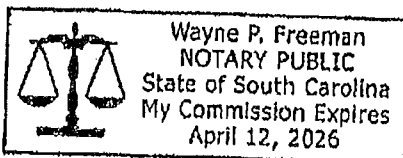

Wayne Freeman Investigations, LLC
S.L.E.D. License No. 1340
General Investigations
Legal Process Service

SWORN to before me this

16 day of February, 2023


NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 4/12/26



CRAWFORD & VON KELLER, LLC

SOUTH CAROLINA
B. Lindsay Crawford, III *
Theodore von Keller
B. Lindsay Crawford, IV**

NORTH CAROLINA
Benjamin A. Barco

Charley S. FitzSimons
Jason M. Hunter
Lawrence W. Johnson, Jr.* - Special Counsel

* Certified Specialist in Bankruptcy
and Debtor-Creditor Law in SC

**Admitted in South Carolina and North Carolina

March 7, 2023

Upper Township Magistrate Court
7615 A Wilson Blvd
Columbia, SC 29203

Re: **Streetlane PM, LLC, agent for owner SFR3-008, LLC vs.
Sharley Ann Jackson, and All Unknown Occupants**
Our file number: 5001-23-0067-02

Dear Magistrate:

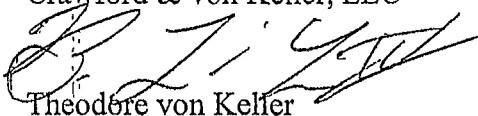
Enclosed please find the following regarding the above matter:

1. Application for Notice to Quit Premises
2. Our 5-day Notice to Quit that was served onto the occupant
3. Affidavit of service
4. \$65 check for your fee

Should you have any questions or require additional information, please do not hesitate in contacting our office.

Sincerely,

Crawford & von Keller, LLC



Theodore von Keller
B. Lindsay Crawford, III
B. Lindsay Crawford, IV
Charley FitzSimons
Jason M. Hunter

/se
Enclosure

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

APPLICATION FOR NOTICE
TO QUIT PREMISES

Streetlane PM, LLC agent for SFR3-008, LLC

PLAINTIFF(S)

Vs

Sharley Ann Jackson and all others

DEFENDANT(S)

I, Streetlane PM, LLC agent for SFR3-008, LLC , plaintiff in this action, state that I am the owner/agent of the premises within the jurisdiction of the Upper Township Magistrate, which is described as: 3511 Belvedere Dr, Columbia, SC 29204

I further state that with regard to the above-described premises, that the Defendant(s) is in possession of the premises without my consent. That I have requested that the Defendant(s) yield possession and vacate the property. The Defendant(s) has refused. Therefore, I request that the Defendant(s) be removed from the premises according to the SC Code of Laws, Section 15-67-0610.

Sworn to and Subscribed
Before Me:

Sonia B. Andre

Notary Public

M.C.E.: 9.22.2032

[Signature]

Plaintiff/Agent/Plaintiff's Attorney

P.O. Box 4216

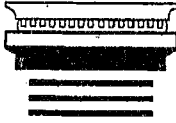
Address

Columbia, SC 29240

City/State/Zip

803-764-7444

Phone Number



CRAWFORD & VON KELLER, LLC

SOUTH CAROLINA
B. Lindsay Crawford, III *
Theodore von Keller
B. Lindsay Crawford, IV**

Charley S. FitzSimons
Jason M. Hunter
Lawrence W. Johnson, Jr.* - Special Counsel

* Certified Specialist in Bankruptcy
and Debtor-Creditor Law in SC

**Admitted in South Carolina and North Carolina

May 4, 2023

Upper Township Magistrate
7615 A Wilson Blvd
Columbia, SC 29203

**Re: Streetlane PM, LLC agent for SFR3-008, LLC vs. Sharley Ann Jackson, and All
Unknown Occupants
Our file number: 5001-23-0067-03**

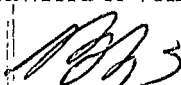
Dear Magistrate:

Please find enclosed an original and one copy of **the Application for Ejectment** in the above referenced matter. Please also find our firm's check in the amount of \$40.00 to cover the fee for filing the Application. Kindly have the originals clocked and have the filed copies returned to our office in the envelope provided.

Should you have any questions or require additional information, please do not hesitate in contacting our office.

Sincerely,

Crawford & von Keller, LLC


Theodore von Keller
B. Lindsay Crawford, III
B. Lindsay Crawford, IV
Charley FitzSimons
Jason M. Hunter

/se

Enclosures

UPPER TOWNSHIP
MAGISTRATE'S OFFICE
2023 MAY -8 PM 1:32

INSTRUCTIONS FOR EVICTION HEARINGS

1. Both plaintiff and defendant have the right to come to court and give his/her side of the case.
2. If either party desires a jury trial, s/he must request one in writing at least 5 business days before the date originally scheduled for the hearing.
3. Parties may come to court and speak for themselves, or they may have a lawyer represent them. If you want a lawyer, you should get one right away.
4. Parties may call the South Carolina Lawyer Referral Service at (800) 868-2284 and ask them to refer you to a lawyer if you do not have one.
5. If the defendant cannot afford a lawyer, you may call South Carolina Legal Services at (888) 346-5592 to see if you qualify for free legal assistance.
6. It is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones.
7. The Court will not telephone a witness to take testimony.
8. The Court cannot reschedule a case because a witness is not present *unless* the witness is under subpoena.
9. The Court will issue subpoenas to any witnesses if you advise the Court at least 10 days before trial of the name, address, and phone number of the witness. If you wish to subpoena a witness in your county, you will have to mail or deliver a fee of \$8.00 to the magistrate's court for preparing and serving a subpoena. The party requesting the subpoena is required to pay to the subpoenaed witness a fee of \$25.00 plus mileage for each day's attendance. (See Rule 45(b)(1) of the South Carolina Rules of Civil Procedure.)
10. If an emergency arises (not a mere inconvenience or a conflict) and you cannot be in Court at your scheduled time, you must notify the Court immediately.
11. If you are an active member of the Armed Services of the United States, please advise the Court immediately upon receipt of this notice.
12. If you are a business and are going to be represented by someone who is not an attorney, a Non-Lawyer Authorization Form *must* be on file at the Magistrate's Office before trial. (See Rule 21 of the South Carolina Civil Rules of Magistrate Court, Business Representation.)

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

2023CV4010700887

CIVIL CASE NUMBER
MAGISTRATE'S COURT

RULE TO VACATE OR SHOW CAUSE (EVICTION)

Streetlane Pm, Llc Agent For
Sfr3-008, Llc
Po Box 4216
Columbia, SC 29240

Phone: (803) 764-7444

PLAINTIFF(S)

Vs

Sharley Ann Jackson
3511 Belvedere Dr
Columbia, SC 29204

And All Unknown Occupants

Phone:

DEFENDANT(S)

TO Sharley Ann Jackson And All Unknown Occupants : Streetlane Pm, Llc Agent For Sfr3-008, Llc is asking this Court to evict you from the property located at because they claim that:

- You have failed to pay rent when due or demanded in the amount of \$.
- The terms of your tenancy or occupancy have ended.
- You have violated the terms or conditions of your lease by:

You the defendant(s) and lessee(s) of the premises listed at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Upper Township Magistrate
7615 A Wilson Boulevard
Columbia, SC 29203
(803) 576-2570, FAX 8035762579

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

05/08/2023

Judge, Upper Township Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Sharley Ann Jackson And All Unknown Occupants on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
2. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT	
3. _____	_____	_____	_____	

Sworn to and subscribed before me
This _____ day of _____, 20 ____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

1. **RENTAL PROPERTY.** Resident agrees to rent from Landlord and Landlord agrees to rent to Resident the dwelling unit, other improvements and real property described as: **3511 Belvedere Drive, Columbia, SC, 29204** as well as the Personal Property described on the attached Personal Property Addendum (collectively, the "**Premises**").

2. **LEASE TERM.** The term of this Agreement (the "**Lease Term**") shall commence on **11/28/2022** (the "**Commencement Date**") and end at 5:00 p.m. local time where the Premises are located ("**Local Time**") on **11/27/2023**. Resident shall vacate the Premises immediately upon termination of the Agreement unless: (a) Landlord and Resident have extended this Agreement in writing or signed a new rental agreement or (b) a month-to-month tenancy is created pursuant to Section 14.3 of this Agreement.

3. **RENT AND SECURITY DEPOSIT.**

3.1. **SECURITY DEPOSIT.** Resident's Security Deposit is the amount set forth on Page 1 of this Agreement (the "**Security Deposit**"). **The Security Deposit shall not be used by Resident in lieu of payment of Rent, Late Charges or other amounts owed.** No interest shall be paid on the Security Deposit unless required by the laws of the jurisdiction in which the Premises are located ("**Local Laws**"). The Security Deposit shall be payable directly to Landlord as part of the Initial Payment (as defined in Section 3.3), unless required to be deposited into escrow or into a trust account pursuant to Local Laws, and Landlord shall comply with all Local Laws with respect to the Security Deposit.

3.2. **RENT.** The monthly rent shall be **\$1,418.00**, plus **\$0.00** as Pet Rent, plus **\$0.00** as Other, for a current total of **\$1,418.00** (collectively, the "**Rent**"). Rent for any partial calendar months included in the Lease Term shall be prorated on a daily basis.

3.3. **INITIAL PAYMENT.** Upon Landlord's acceptance of this Agreement, Resident shall pay as follows: (i) one (1) cashier's check or money order in the amount of the prorated Rent through the first day of the first calendar month after the commencement date, based on the amount designated as "**TOTAL MONTHLY RENT**" on Page 1 of this Agreement (the "**Initial Payment**"), and (ii) one (1) separate cashier's check or money order in the amount of the Security Deposit. In the event that Resident's payment is dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Agreement by notice to Resident.

3.4. **OTHER PAYMENTS.** The Security Deposit and all Rent shall be paid to Landlord or such other agent of Landlord as Landlord may designate by written notice to Resident. Resident shall pay Rent in advance on the 1st of each month and Rent shall be delinquent after the 4th of the month at 5:00 p.m. Local Time (or after such period as specifically provided for by Local Laws) (the "**Delinquent Rent Date**"). To the extent allowed by Local Laws, monthly installments of Rent must be paid in U.S. Currency by the electronic payment method provided below.

Electronic Payment on Landlord's Website: Subject to Local Laws, Rent may be paid directly on Landlord's website. To pay Rent on Landlord's website, log on to **www.streetlanehomes.com** and follow the instructions for paying the Rent.

Landlord Initials _____

Resident Initials mt / _____

_____ / _____

3.5. LATE CHARGES AND OTHER COSTS OF LATE PAYMENT. The timely payment of your Rent is critical. No excuses will be accepted for non-payment including ill health, accident, loss of job, financial problems, family emergencies, etc. If the total Rent is not received by the Delinquent Rent Date of the 4th each month, Resident will be assessed a late charge of \$100.00 Flat Amount ("Late Charge") on the 5th. An Additional Late Charge ("Additional Late Charge") of \$0.00 (Dollars) per day thereafter will be charged until all rent and late charges are paid in full. Additional Late Charges for late rent payment may not exceed 30 days. The Late Charge and Additional Late Charges shall be payable to Landlord by cashier's check or money order. Resident acknowledges that late payment of Rent may cause Landlord to incur costs and expenses, including processing, enforcement and accounting expenses, and charges imposed on Landlord, the exact amounts of which are extremely difficult and impractical to determine. Resident agrees that the Late Charge and Additional Late Charges represents a fair and reasonable estimate of the costs Landlord may incur by reason of late payment.

Resident also will pay Landlord, by cashier's check or money order, \$35.00 after the Delinquent Rent Date if, after the Delinquent Rent Date, Landlord serves a written notice of non-payment of Rent required by Local Laws.

Landlord reserves the right to insist upon strict performance of all of the terms, conditions, and agreements set forth herein at any time during the Lease Term. Any failure by Landlord to insist upon strict compliance with such terms, conditions and agreements shall not constitute a waiver of any of Landlord's rights to thereafter insist upon or enforce any such terms, conditions, and agreements, and such obligations shall continue in full force and effect. Landlord specifically reserves and does not waive the right to receive all Rent on the due date, regardless of any prior acceptance of any Rent from Resident after the Delinquent Rent Date. Moreover, Landlord's acceptance of any partial payment of Rent or other monetary obligations does not waive Resident's breach of any provision of this Agreement for which the right of re-entry is specified, nor any of Landlord's remedies as set forth herein.

Except as specifically allowed by Local Laws, routine repairs and maintenance that may be necessary at the Premises shall NOT excuse Resident from the timely payment of Rent.

3.6. RETURN OF PAYMENT FOR NON-SUFFICIENT FUNDS. If Resident's payment is rejected for non-sufficient funds, Resident understands and agrees that, in addition to the full Rent and Late Charges due, there will be an additional charge in the amount of \$35.00, or the maximum amount allowed by Local Laws. In the event that any two (2) payments of Rent during the Lease Term are returned due to non-sufficient funds, Resident shall be "locked out" of the online payment system and prohibited from making payment by personal check, and shall be required to make such payments, together with any and all of Resident's outstanding balance, Late Charge, and any other amounts due to Landlord hereunder, by Money Order or certified Cashier's Check, in person, at the office of the property manager or other Landlord representative, as designated by Landlord in connection with this Agreement. Only upon personal receipt by the property manager or other Landlord representative of such payment by Money Order or certified Cashier's Check shall Resident be able to make subsequent payments online or by personal check, as applicable.

Landlord Initials _____

Resident Initials mb / _____
_____/_____
_____/_____

Notwithstanding the foregoing, in the event that any three (3) payments of Rent are returned due to non-sufficient funds during the Lease Term, Resident acknowledges and agrees that Landlord may, in its sole discretion, upon notice to Resident require Resident to make all payments required hereunder for the remainder of the Lease Term by Money Order or certified Cashier's Check in person at the office of the property manager or other Landlord representative, on or before the day and subject to the other payment requirements specified herein.

3.7. APPLICATION OF PAYMENTS. Payments received will be applied as follows: first to any arrears from previous month(s), then to Late Charges, legal and court costs, administrative fees, mailing costs or any other miscellaneous charges owed, and the remainder will then be applied to the Rent for the current month.

3.8. RENTAL INCREASE UPON RENEWAL. In the event this Agreement is renewed, Resident agrees that the Rent may be renegotiated. In the event that the Lease Term under this Agreement is for longer than one (1) calendar year, Resident acknowledges and agrees that Rent shall be increased, in Landlord's sole discretion subject to Local Laws, beginning on the first day after the end of one (1) calendar year. Resident shall, if required by Landlord, enter into a separate Addendum to this Agreement commemorating any applicable Rent increase.

3.9 RENTAL INCREASE PER RESIDENT. The Premises will be used only as living quarters for the persons named as Residents. Unless prior written approval is received from Landlord, \$100.00 additional Rent per person will be due each month for any other persons occupying the Premises other than those listed above. Resident will be charged this additional amount retroactive to the day the additional Resident first occupied the Premises. Furthermore, occupancy by any such other person without Landlord's prior written approval shall constitute a default of this Agreement by Resident. This provision shall not apply to children born to or adopted by Resident during the Lease Term.

3.10. PET RENT. To the extent permitted by Local Laws, fees and/or Pet Rent due pursuant to the Pet Addendum shall be paid separately from Rent and all other payments due to Landlord and paid by the same method as Rent, pursuant to Section 3.4 of this Agreement.

3.11. FAILURE TO PAY RENT. Resident's failure to pay any installment of Rent or other monetary obligations due hereunder is a default under this Agreement. In that event, Landlord, without limiting any of its other rights and remedies, may, with or without notice to Resident, (a) terminate Resident's occupancy, subject to Local Laws; (b) commence eviction proceedings in accordance with Local Laws; and (c) withhold any Rent due from Resident's Security Deposit, and to the fullest extent permitted by Local Laws, Resident shall continue to be liable for Rent and other charges payable hereunder for the remainder of the Lease Term.

Landlord Initials _____

Resident Initials mb / _____
_____/_____
_____/_____

4. **MOVE IN/MOVE OUT.**

4.1. **MOVE-IN.** Resident must list any pre-existing defective conditions and items needing repair on the Resident Move-In/Move-Out Condition Assessment Form accessible on the web portal www.streetlanehomes.com completed on-line within 72 hours of Resident's move-in. Except as noted on that form, Resident accepts the Premises in the current "AS IS" condition and warrants that Resident has been given adequate opportunity to fully inspect the Premises and that Resident accepts the Premises, together with ALL furnishings, if applicable as being in good condition. Only items listed in that form shall be accepted as defective, missing or in need of remedial action. The absence of such notice shall be conclusive proof that there is no defective or hazardous equipment or conditions existing as of the start of the tenancy. Only after this Resident Move-In/Move-Out Condition Assessment Form has been completed on-line, within the above 72-hour time limit, will necessary action be initiated to make any needed repairs. Any defects noted after the first 72 hours will be presumed to have been caused by Resident

Landlord makes absolutely no warranties or representations about the neighborhood or the condition of the Premises, the improvements, utilities, electrical, plumbing, appliances. Landlord shall not be responsible for loss or damage caused by failure of any appliance (including loss of or damage to food or other perishables) in the event an appliance ceases to operate properly. Resident must satisfy himself or herself prior to move-in as to the neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons and other offenders, fire protection, other governmental services, availability, adequacy and cost of any wired and/or wireless internet connections, other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Resident.

4.2. **MOVE-OUT.** Upon vacating the Premises, Resident shall remove all personal possessions and rubbish, steam clean all floors in the dwelling unit, and leave the Premises in "broom clean" condition, in as good or better state than when the Premises were originally rented by Resident. Landlord will utilize the Resident Move-In/Move-Out Condition Assessment Form to determine if any damage or wear in excess of normal expected wear was caused by Resident and, if so, Landlord shall be entitled to apply any or all of the Security Deposit toward necessary repairs and maintenance. Resident also shall return all keys and garage door openers, if applicable, and shall provide Landlord with a written statement of forwarding address. Within the time required by Local Laws, Landlord will give to Resident an itemized written statement of any amounts deducted and the reasons for the deductions from Resident's Security Deposit, along with a check for any balance of the Security Deposit due to Resident. Landlord may deliver the written statement and balance of the Security Deposit personally to Resident, or by mailing the statement and balance of the Security Deposit to Resident at Resident's forwarding address, or if

Landlord Initials _____

Resident Initials int / _____
_____/_____
_____/_____

that address is unknown at Resident's last known address. No portion of the Security Deposit shall be retained for normal wear and tear on the Premises.

5. **USE.** Resident agrees that, subject to Local Laws, the Premises will not be used as a business, including a day care or babysitting business, and that the maximum occupancy per bedroom shall be limited to two individuals. Occupants of the Premises who are not named as Resident herein are identified as follows:

6. **NOTICES.** Notice to Landlord or Landlord's agent shall be delivered personally by hand, or by first class U.S. mail or express or overnight delivery at Landlord's office, which office address is subject to change by written notice. Notice to Resident shall be delivered to the Premises. All notices under this Agreement shall be in writing in the English language.

Landlord and Resident agree that the transaction contemplated by this Agreement or any related transaction between the parties may be conducted by electronic/digital signatures in accordance with the Uniform Electronic Transactions Act. Resident acknowledges that notices to Resident may be delivered electronically, including via facsimile or electronic mail (email), subject to Local Laws. Notwithstanding the foregoing, Resident may at any time request a physical (non-electronic) copy of this Agreement or of the applicable Local Laws governing this Agreement.

7. **KEYS & LOCKS.** Resident shall not change or add locks without written permission from Landlord. After consent is granted, Resident shall immediately provide LANDLORD with duplicate keys. In the event Resident changes the lock to the residence without permission from the LANDLORD, any damages that may result to the premises as the result of Landlord not being able to gain access to the premises shall be borne by Resident. Resident shall be liable for replacement cost should any lock be removed. Upon termination of this lease, Resident shall surrender to Landlord all keys to the premises.

8. **COMPLIANCE WITH RULES AND REGULATIONS.** Available in the Resident portal, is a copy of the current "Resident Handbook." Resident agrees to comply with all of the current rules and regulations, as defined in the Resident Handbook and which Landlord may adopt for the general benefit of all Resident in Premises. Any violation of these rules, or any one of them, shall be cause for termination of this agreement at the option of the LANDLORD. As rules and regulations change, Resident shall be provided with written notice of said change (Notices shall also be provided by other means such as web-site postings and bulletin boards throughout the base). Resident shall be bound by new rules and regulations within seventy-two (72) hours of receipt. Resident specifically agrees to the attached Rules and Regulations.

Landlord Initials _____

Resident Initials mt / _____
_____/_____
_____/_____

9. PROHIBITED ACTIVITY. Resident, any member(s) of Resident's household, a guest or any other person affiliated with Resident, at or near the Premises shall not (a) engage in criminal activity on or near the Premises, including drug-related criminal activity (which means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance); (b) engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises; (c) permit the Premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest; (d) engage in growing, producing, manufacturing, selling, using, storing, keeping, distributing or giving marijuana or any controlled substance (legal or illegal) at or from the Premises or otherwise; or (e) engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating assault, including the unlawful discharge of firearms, on or near the Premises, or the health, safety and/or welfare of Landlord, its agents, other Residents, neighbors or imminent serious damage to the property of any of them.

VIOLATION OF ANY OF THE PROVISIONS OF THIS SECTION, OR OF ANY FEDERAL OR LOCAL LAWS, SHALL BE A SERIOUS, MATERIAL AND IRREPARABLE VIOLATION OF THIS AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.

Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

10. MAINTENANCE.

10.1 MAJOR REPAIRS. Maintenance and repairs of items that significantly impact habitability of the Premises as determined by Landlord in its sole and absolute discretion or by the Local Laws, shall be deemed "Major Repairs." Landlord shall be responsible for Major Repairs, including repairs to the building structure, foundation, heating and air conditioning systems, roofing, mechanical, electrical, and plumbing systems.

Landlord may, at Landlord's sole discretion, hire contractors to perform maintenance or repairs at the Premises; however, no contractor shall be considered an employee of Landlord. Resident shall notify Landlord promptly if any contractor fails to perform requested maintenance or repairs. Notification to a contractor of any further maintenance or repair request beyond that communicated to Landlord does not constitute sufficient notice to Landlord, and Resident agrees to make all maintenance and repair requests directly to Landlord in writing.

10.2. RESIDENTS REPAIR OBLIGATIONS. Resident shall be responsible for immediately providing notice to Landlord of any repairs that it believes should be considered to be Major Repairs and shall be charged and responsible for all damage to the Premises as a result of failure to do so. In the event Landlord determines, in its sole and absolute discretion, that any Major Repair is necessary as a result of an act or omission of Resident, Landlord shall have the right to charge Resident for the reasonable cost of the Major Repair as additional rent, subject to Local Laws.

Landlord Initials _____

Resident Initials mb / _____

_____ / _____

Resident, at its sole cost and expense, shall be responsible for the performance of all maintenance and repairs in, around, and of the Premises that do not constitute a Major Repair and are not Landlord's obligation pursuant to Local Laws, including maintaining the Premises in a clean, sanitary condition; routine insect control; replacement of light bulbs and smoke alarm batteries as needed; replacement of air filters no less frequently than once every thirty (30) days; maintenance of exterior landscaping, including trees, grass, and shrubs, and the proper disposal of all clippings and waste (unless other specific requirements are imposed by the applicable HOA, as defined in Section 29 hereof), unless otherwise agreed between Landlord and Resident pursuant to a separate Landscaping Addendum; maintenance and repairs of irrigation valves, lines, sprinklers and drip systems, unless otherwise agreed between Landlord and Resident pursuant to a separate Landscaping Addendum; maintenance and repairs of equipment and appliances at the Premises, except to the extent Local Laws require Landlord to do so; repair and maintenance of all sewer and sink backups or blockages (provided, however, that Landlord shall be responsible for such repair and maintenance of sewer and sink backups and blockages for the first thirty (30) days following the Commencement Date); repair or replacement of any broken glass, regardless of cause, to the extent that Local Laws do not require Landlord to do so; and all repairs or replacements necessitated by Resident or Resident's family, pets or guests, excluding ordinary wear and tear. Any damage to the Premises caused by Resident's pets shall not be considered normal wear and tear.

In addition, Resident, at its sole cost and expense, shall be responsible for installation and maintenance of any items required for the protection of the Premises against extreme weather conditions, storms, and natural disasters. Resident agrees to protect pipes and water fixtures against freezing. If an official hurricane "warning" is issued, Resident also agrees to install hurricane shutters and prepare the Premises for a hurricane and to remove such protections when such warning is lifted or expires.

Other than as specifically outlined herein, Resident will not make any alterations, or improvements in or about the Premises, including painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, without the prior written consent of Landlord. Resident also is required to obtain any and all necessary permits required by Local Laws before commencing a Landlord-approved improvement.

Any work performed on the Premises whether by Resident or other parties shall be as an independent contractor or agent of Resident and not an employee or agent of Landlord. Resident further warrants that he or she will be accountable for any mishaps and/or accidents resulting from such work and will defend, indemnify, and hold harmless Landlord and Landlord's agents for, from and against all claims, losses and damages including mechanics and other liens. At Landlord's election, all improvements to the Premises shall be the property of Landlord and shall remain attached to and be a part of the Premises when Resident vacates, subject to Local Laws.

Landlord Initials _____

Resident Initials mb / _____

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11. MOLD.

Mold consists of naturally occurring microscopic organisms which reproduce by spores. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. Resident agrees to maintain the Premises free of dirt, debris and moisture that can harbor mold. Resident shall, at its sole cost and expense, (a) clean any mildew or mold that appears with an appropriate cleaner designed to kill mold; (b) clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible; (c) use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation; (d) keep the Premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only; (e) use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises; (f) use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans; (g) hang shower curtain inside bathtub when showering and only shower in bathtub; (h) immediately notify Landlord of any water intrusion, including roof or plumbing leaks, drips or "sweating" pipes; (i) immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities; (j) immediately notify Landlord of any significant mold growth on surfaces in the Premises; (k) not leave clothes, towels, laundry, or other items comprised of fabric in wet or damp piles for an extended period of time; and (l) allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation.

Landlord reserves the right to terminate the tenancy and Resident agrees to vacate the Premises in the event Landlord in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Resident or other persons and/or Resident's actions or inactions are causing a condition which is conducive to mold growth. Resident acknowledges and agrees that Landlord and Landlord's employees, agents, successors, and assignees will not be responsible for damages or losses due to mold growth to the extent resulting from Resident, members of Resident's household or Resident's guests or invitee's failure to comply with these requirements.

Resident(s) mk / / / / /
Initials _____

Resident agrees by initials below that in the event the premises has a basement and / or garage, such space is not included in the rentable space, not included in any rental amount, and should not be considered living space. Any use of the basement and / or garage shall be at the Resident's own risk. Moreover, items stored in these areas may be susceptible to damage from rain, ground water, or other moisture. Resident agrees to be responsible for maintaining these areas properly, including using a dehumidifier in basement areas to minimize the moisture and clean up any water infiltration that might occur. Resident agrees to keep any floor and landscape drains free of trash, leaves, and / or debris.

Resident has 72 hours to submit the on-line Move-In/Move-Out Condition Assessment Form provided on the web portal and document any evidence of moisture or organic (mold / mildew) growth.

Landlord Initials _____

Resident Initials mk / _____

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12. PEST CONTROL

12.1. PEST CONTROL. Except as provided below in Section 12.2, Resident, at its sole cost and expense, shall be responsible for all pest control. Subject to Local Laws, Landlord shall have no responsibility for any damage done to Resident or any other person or property at the Premises as a result of pests or pest control treatment.

Resident must notify Landlord in writing within one (1) week of the date of this Agreement of any suspected pest infestation. Within thirty (30) days of such notice, Landlord shall arrange for treatment of the Premises a maximum of two (2) times at no cost to Resident. Resident hereby accepts and assumes all responsibility for all pest control thereafter, subject to Local Laws.

12.2. BEDBUGS. "Bedbug" is the name given to a parasitic insect that feeds on the blood of warm-blooded animals, including humans. More information is available at the website for the U.S. Centers for Disease Control: www.cdc.gov/nceh/ehs/topics/bedbugs.htm Landlord has no knowledge of any bedbug infestation or presence in the Premises.

It is unlawful and a material breach of this Agreement for Resident to allow any materials that are infested with bedbugs to be brought to the Premises. To reduce the risk of bedbugs Resident should: (a) avoid used furniture, clothing, bedding (including mattresses) and luggage; (b) completely encase in a zippered cover any used mattress brought to the Premises; (c) carefully inspect and clean any luggage used in traveling or brought to the Premises by guests; and (d) avoid sharing vacuum cleaners with others and regularly empty and/or replace vacuum cleaner bags or canisters.

In the event of an actual or suspected bedbug infestation, Resident shall provide Landlord with written notice within ten (10) days of Resident's discovery or suspicion of same. Failure to notify Landlord in writing within such 10-day period shall constitute a waiver by Resident of any claim against Landlord associated with any such infestation, and treatment thereof shall be Resident's sole responsibility. If bedbugs are suspected or discovered in the Premises after Resident takes possession, Resident and Landlord will fully cooperate in the treatment of the bedbugs. Resident agrees that Landlord may access the Premises without notice or consent at all reasonable times in order to inspect for bedbugs if Resident has provided notice of bedbugs or if Landlord has reason to believe that bedbugs may be present in the Premises. Moreover, if Resident knowingly brings items into the dwelling unit that contain bedbugs, fails to take reasonable precautions to avoid bringing bedbugs into the dwelling unit, fails to provide notice to Landlord of the presence or suspected presence of bedbugs within 48 hours of when evidence of bedbugs is discovered, or fails to fully cooperate in the inspection or treatment of the Premises when bedbugs are reasonably suspected, Landlord may consider such as a material breach of this Agreement and terminate this Agreement upon notice to Resident and in accordance with the Local Laws. If it is determined, in Landlord's sole and absolute discretion, that the presence of bedbugs is a result of Resident's failure to comply with the terms of this Section, Resident shall be liable for the cost of treatment and, in any event, Resident shall be liable for any cost incurred if after notice Resident does not make the Premises available and ready for treatment, including taking any necessary pre-treatment action, or does not follow any post-treatment instructions. Resident agrees that Resident and all other occupants, guests and animals may be required to vacate the Premises during treatment. Further, if Resident's failure to notify Landlord of the presence or suspected presence of bedbugs or failure to fully cooperate in the treatment of bedbugs results in the return of bedbugs to the Premises or the spread of bedbugs to other properties, Resident shall be liable for all damages that result.

Landlord Initials _____

Resident Initials mb / _____
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13. ALARM SYSTEMS. Resident may arrange for the installation of an alarm system (the "Alarm System") at the Premises, subject to the following: (a) Resident shall engage a reputable, licensed and bonded security company for the installation of the Alarm System and for the provision of the resulting security service; (b) Resident shall be solely responsible for the full cost of the Alarm System, including all installation, service, and maintenance fees; (c) Resident shall reimburse Landlord, immediately upon demand, for any amounts expended by Landlord in connection with Resident's default under Resident's agreement with its Alarm System provider, provided however that Landlord shall not be a party to any such agreement and shall bear absolutely no liability thereunder; and (d) upon the expiration or earlier termination of this Agreement, Resident shall cause all components of any Alarm System to be removed, shall cancel the service, and shall restore the Premises to at least as good a condition as prior to the installation of the Alarm System.

14. TERMINATION.

14.1. RESIDENT BREACH. In the event of a breach of this Agreement by Resident prior to completion of the Lease Term, Resident shall be responsible for lost Rent and the costs and expenses of re-letting the Premises to the full extent allowed by Local Laws. Resident and Landlord agree that it would be difficult to determine the cost of re-letting the Premises and, therefore, in the event of such termination by Resident, Landlord shall be entitled, subject to any limitations imposed by Local Laws, to receive the balance of all Rent due for the remainder of the Lease Term, plus one additional month's Rent, as liquidated damages and may withhold all of these amounts from the Security Deposit.

14.2. NOTICE TO VACATE. At least thirty (30) days prior to the end of the Lease Term, Resident shall provide written notice to Landlord of Resident's intention to either (a) vacate the Premises at the end of the Lease Term, or (b) enter into a new Rental Agreement for an additional one (1) year term. If such notice is not timely given at least 30 days prior to the end of the Lease Term, Resident shall vacate the Premises promptly at the end of the Lease Term, in accordance with the terms and provisions hereof.

14.3. HOLDOVER. Subject to Local Laws, in the event that Resident holds over the Premises after the Lease Term, the same shall be deemed to be month-to-month tenancy, with an increase of twenty percent (20%) in the monthly rent due from the preceding month, and all other provisions of this Agreement, including the provision requiring at least sixty (60) days' notice of Resident's intention to vacate shall remain in effect.

Landlord Initials _____

Resident Initials mt / _____
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14.4. ABANDONMENT. Formal written notice, with provision for timely Rent payment, is required if there will be an intended absence by Resident. If the dwelling unit appears to be unoccupied for fifteen (15) days while Rent is due and unpaid, or for such time as specified by Local Laws and Resident has not given Landlord written notice of Resident's intention to remain, then Landlord is authorized to deem the Premises abandoned, to take immediate possession of the Premises, and to store, dispose of, or otherwise handle Resident's personal property subject to Local Laws. Resident herein gives Landlord specific authority, without recourse and without limitation of Landlord's other remedies, to dispose of abandoned personal property in any manner Landlord chooses that does not violate Local Laws, with no recourse whatsoever on the part of Resident.

14.5. OTHER TERMINATION. This Agreement may be subject to immediate termination for certain acts as provided by Local Laws, including any act that jeopardizes the health, safety or welfare of Landlord, any agent or employee of Landlord, or another Resident, or which involves imminent or actual severe personal injury or property damage.

15. TENANT ESTOPPEL CERTIFICATES. Upon Landlord's request, Resident shall execute and return a tenant estoppel certificate delivered to Resident within three (3) days after its receipt. Failure to comply with this requirement shall be deemed Resident's acknowledgment that the certificate is true and correct and may be relied upon by a lender or purchaser.

16. ASSIGNMENT. Resident shall not assign this Agreement or sublet the Premises or any part thereof, and shall not allow any person to occupy the same other than persons to whom the Premises is rented under this Agreement without prior written consent of Landlord, in its sole and absolute discretion. Landlord may assign this Agreement at Landlord's sole and absolute discretion to any affiliate or related company of Landlord or to any other assignee without the consent of, or prior notice to Resident.

17. ACCESS. Subject to Local Laws, Resident shall allow Landlord access at all reasonable times to the Premises for the purpose of inspection, to make repairs that have been requested by Resident, or to show the Premises to prospective purchasers or mortgagees or to any other person having a legitimate interest therein, or to make necessary repairs or improvements. If practicable to do so, Landlord shall give Resident reasonable notice prior to entering the Premises for routine situations requiring access. Resident agrees that in case of emergency or apparent abandonment, Landlord may enter the Premises without notice to or consent of Resident. Resident authorizes Landlord to place for sale/lease signs on the Premises without notice.

18. ATTORNEY'S FEES/LEGAL COSTS. If Resident occupies the Premises after being in default or after being served for eviction or with notice of termination, Resident agrees to reimburse Landlord/Agent for actual costs incurred to enforce collection of rents, to serve notices, for filing fees, etc., including filing fees, costs of collectors, deputies, marshals, police constables, etc., prior to regaining entry or reinstatement of Resident's status as Resident, to the full extent permitted by Local Laws. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to other damages awarded, so long as such award is permitted under Local Laws.

Landlord Initials _____

Resident Initials mt / _____

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19. **LIABILITY.** To the full extent permitted under Local Laws, (a) Landlord and Resident agree that Landlord will not be liable for any damages or losses to person or property caused by other residents, or persons, theft, burglary, vandalism, or other crimes; (b) Landlord shall have no duty to furnish alarms of any kind, security guards, or additional locks and latches and Resident shall not make any changes or additions to the existing locks for any reason without Landlord's prior written consent to do so; and (c) Resident shall indemnify and hold harmless Landlord and Landlord's agents, employees, lenders, and affiliates, for, from and against any and all claims, liabilities, damages, costs or expenses that arise from or are caused by Resident's use or occupancy of the Premises except to the extent arising from the sole negligence or willful misconduct of Landlord, its agents, contractors or employees.

20. **POSSESSION.** If Landlord is unable to deliver possession of the Premises within seven (7) days of the Commencement Date stated above, then this Agreement may be terminated at Landlord's option and all funds received from Resident will be returned. Resident agrees to release and hold Landlord and its agents and representatives harmless from any further obligation and/or consequential damages.

21. **SEVERABILITY/VALIDITY OF PROVISIONS.** In the event any portion of this Agreement shall be invalid under Local Laws, the remaining provisions shall continue to be valid and subject to enforcement in a court of competent jurisdiction. In like manner, any obligations of either Landlord or Landlord's agent or of Resident which may become required by Local Laws during the term of this Agreement shall be binding as if included herein. All rights granted to Landlord or Landlord's agent by Resident shall be cumulative and in addition to any existing law and any new law which might become effective. Any exercise, or failure to exercise, by Landlord or Landlord's agent of any right shall not act as a waiver of any other rights.

22. **JOINT AND SEVERAL LIABILITIES.** Each Resident signing this Agreement is liable for the full amount of any and all financial obligations, and all Residents are jointly and severally liable for any and all financial and other obligations.

23. **RESIDENT'S WARRANTIES.** By signing this Agreement, each Resident stipulates and warrants (a) all of his or her questions have been answered and that Resident thoroughly understands all provisions as to the rights, duties, and obligations of all parties; (b) at the time of Resident's entry hereinto, Resident is not subject to any bankruptcy proceedings and Resident is not contemplating bankruptcy; and (c) Resident has the legal right to bind all occupants and to sign for them in committing Resident and them to this Agreement. Further, Resident promises and agrees to pay the Rent on time, maintain the Premises, and fulfill all of Resident's obligations hereunder or face the full financial and legal consequences of default and termination.

24. **LICENSEE DISCLOSURES.** Resident agrees and understands that agents of and representatives of Landlord are licensed real estate brokers or sales persons and that they are not acting as Resident's agent in this transaction and are acting solely for Landlord's own benefit. Resident agrees to hold Landlord free from any and all liability regarding the Premises and transaction arising from any claim of agency.

Landlord Initials _____

Resident Initials mk / _____

25. **DEFAULT.** Resident understands and agrees that each of the obligations imposed by this Agreement shall be regarded as material in nature, and violation of any one of such obligations shall entitle Landlord to exercise those remedies provided by Local Laws, herein or, in any separate document entered into between Landlord and Resident whether such document is incorporated herein or not. In the event of any material breach of this Agreement, or in the event of the nonpayment of any sum designated herein as Rent when such sum is due, Landlord shall be entitled, but not obligated, to terminate this Agreement, with or without notice to Resident.

26. **NO SMOKING.** No smoking of any substance (including but not limited to tobacco, marijuana, or e-cigarettes) is allowed inside the home or on and portion of the Premises. If smoking does occur at the Premises, (a) Resident is in breach of this Agreement; (b) Resident is responsible for all damage caused by the smoking including stains, burns, odors and removal of debris; (c) Resident, guests, and all others may be required to leave the Premises; and (d) Resident acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire home (including the ceilings) regardless of when these items were last cleaned, replaced, or repainted, and/or make other repairs or replacements at the Premises, and that costs incurred will be deducted from the Security Deposit.

27. **POOL.** If the Premises has a swimming pool, spa or hot tub, Resident agrees to the following:

- a. Resident and Resident's guests will use the swimming pool, spa and/or hot tub at their own risk. Landlord will not be responsible for any injuries sustained by Resident, and/or Resident's occupants or guests when using the swimming pool, or spa and/or hot tub. Resident shall release, hold harmless, indemnify and defend Landlord for any and all injuries, claims and damages arising out of the use and enjoyment of the pool, spa and/or hot tub during the Lease Term.
- b. Resident acknowledges that any swimming pool on the Premises either (i) has a fence, gate, or similar barrier (collectively, "Pool Fence") as of the Commencement Date, or (ii) will have a Pool Fence installed by a contractor engaged by Landlord, in which event Resident agrees to allow such contractor reasonable access to the Premises for the installation of such Pool Fence.
- c. Resident agrees to provide access, upon reasonable notice, to Landlord and/or agents of Landlord for the purposes of inspecting, maintaining, and repairing, as and when Landlord may deem necessary, the swimming pool, Pool Fence, spa and/or hot tub.
- d. Resident must operate the swimming pool, spa and/or hot tub according to the manufacturer's instructions, and must use the Pool Fence in a reasonable, good faith manner so as not to limit or jeopardize the efficacy of such Pool Fence. Landlord is responsible for the general maintenance of the swimming pool, spa and/or hot tub, and Pool Fence, and Resident shall not add any chemicals to the swimming pool, spa and/or hot tub or make any modifications whatsoever to the Pool Fence. Resident is responsible for the full cost that may be due for repair and/or replacement of the swimming pool, spa and/or hot tub, and Pool Fence that may be required as a result of negligence or misuse by the Resident or Resident's occupants or guests.

Landlord Initials _____

Resident Initials mk / _____
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- a. No pets of any kind are permitted in any swimming pool, spa or hot tub at any time.
- b. No children under 18 years of age shall swim or sit in the swimming pool, spa or hot tub without continuous adult supervision.
- c. A swimming pool, spa and/or hot tub, and Pool Fence is strictly an amenity, and the use of any such amenity is not guaranteed under the terms of this Agreement. Any interruption or non-availability of the use of any such amenity will not violate any terms of this Agreement.
- d. Resident acknowledges and accepts the inherent risks, dangers, and liabilities arising from any swimming pool, spa and/or hot tub at the Premises. Resident shall be solely responsible for properly utilizing the Pool Fence and for otherwise properly securing access to any pool, spa and/or hot tub at the Premises, and accepts full responsibility for the actions, activities, and inactivities of Resident's guests, family, and friends.
- e. Resident agrees to notify Landlord immediately in the event repair or maintenance to the Pool Fence is required. Landlord shall have no liability whatsoever for Resident's failure to use or misuse of the Pool Fence, or of Resident's failure to timely notify Landlord of any required repair or maintenance thereto.

28. HOA. If applicable, the monthly assessments arising from any homeowners' association that relates to the Premises ("HOA") shall be paid directly by Landlord and are included in the Rent. To the extent Landlord has provided via website link access the HOA Governing Documents to Resident, Resident hereby represents and warrants to Landlord that Resident (a) has reviewed and will comply with all applicable HOA Governing Documents and other instruments of record; (b) shall comply with all requirements, obligations and conditions of any senior interest holder such as Landlord's lender's; (c) shall not disturb, annoy, or endanger other neighbors or use the Premises for unlawful purposes; (d) shall comply with all federal, state and Local Laws; (e) shall provide prompt written notice to Landlord if it receives any notice of violation of any laws or HOA Governing Documents; (f) shall have no voting rights in the HOA; (g) shall reimburse Landlord for any fines or charges imposed by the HOA as a result of Resident's violation or failure to comply with any of the applicable HOA Governing Documents and other instruments of record; and (h) specifically authorizes Landlord to charge Resident for all fines and charges incurred as a result of Resident's violation or failure to comply with any of the applicable HOA Governing Documents and other instruments of record as additional rent; and, in Landlord's sole discretion and upon demand by Landlord, (i) shall additionally pay to Landlord for each such violation or failure to comply an administrative fee in the greater amount of (I) 10% of any fine or charge imposed by the HOA, (II) \$25, or (III) the maximum amount permitted by Local Laws. Resident acknowledges and agrees that all rights and obligations of the HOA are derived from the applicable HOA Governing Documents.

29. DAYS. All references to days in this Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m. local time where the Premises are located.

Landlord Initials _____

Resident Initials mt / _____
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30. **SUBORDINATION/MORTGAGEE PROTECTION.** This Agreement is and shall be subordinate to any mortgages that are now or may hereafter be placed upon the Premises and to any and all advances to be made thereunder and all renewals, replacements and extensions thereof. Resident shall not cause or permit anything to be done that violates any mortgage on the Premises. Resident agrees to sign any document reasonably requested by Landlord's lender in connection with a mortgage on the Premises, including a Subordination, Non-Disturbance and Attornment Agreement in a form satisfactory to Landlord's lender.

31. **FORCE MAJEURE.** Any delay or failure in the performance by Landlord hereunder shall be excused if and to the extent caused by the occurrence of any event that is beyond Landlord's control, such as fires, floods, earthquakes, wars, sabotage, terrorism, vandalism, governmental acts, injunctions, or labor strikes, acts of God and any other occurrences that are unavoidable or unpreventable despite reasonable efforts to prevent, avoid, delay, or mitigate the effects thereof.

32. **DAMAGE TO THE PREMISES.** If, through no fault of Resident, the Premises are completely or partially damaged or destroyed by fire, earthquake, accident, or other casualty that renders the Premises totally or partially uninhabitable, as determined by Landlord based on conditions that Landlord deems unsafe or unsanitary, or by a municipal official, then Landlord may relocate Resident to a comparable property within a reasonable distance of the Premises, and the terms and conditions of this Agreement shall apply thereto. If no such comparable property is available, then at Landlord's sole option, Landlord may, subject to Local Laws, either (a) terminate this Agreement by giving Resident written notice, in which case Rent shall be abated as of the date the Premises becomes totally or partially uninhabitable, and the abated amount shall be the current monthly Rent prorated for that particular calendar month; or (b) promptly repair the damage, in which case during the time required for repairs, Landlord may, at Landlord's sole discretion and subject to Local Laws, either (i) pay reasonable costs for temporary housing for the Resident in an extended-stay hotel and meals in an aggregate amount not to exceed 150% of Resident's daily Rent until the repairs are substantially completed and Resident can reasonably resume use and occupancy of the Premises, provided, however, that Resident shall continue to pay the full amount of Resident's Rent as required hereunder, or (ii) reduce Resident's Rent based on the extent to which the damage interferes with Resident's reasonable use of the Premises. If damage occurs as a result of an act of Resident or a guest of Resident, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

33. **THIRD PARTY DISCLOSURE.** Unless required by law, Landlord shall not be obligated to provide any party with information with respect to this Agreement or the Premises other than the undersigned Resident or such Resident's permitted assignee or sublessee pursuant to this Agreement.

34. **CONSENT.** Except where expressly stated in this Agreement to the contrary, in all instances where Landlord's permission, consent or approval is required hereby, or where Landlord is entitled to use its discretion or exercise its judgment, Landlord shall be entitled to grant or withhold such consent or approval, and to exercise its discretion, in Landlord's sole, absolute and unfettered discretion.

Landlord Initials _____

Resident Initials mt / _____
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35. **TIME OF THE ESSENCE:** Resident acknowledges and agrees that time is of the essence in all provisions of this Agreement and all addenda hereto.

36. **ATTACHMENTS AND ADDENDA TO THE AGREEMENT.** Resident certifies that he/she has received a copy of this Agreement and the following attachments and addenda, and understands that these attachments and addenda are incorporated into and form a part of this Agreement:

Resident(s) Initials mt / _____ / _____ / _____ / _____

37. **GUARANTY.** If Resident is approved for occupancy of the Premises on condition of securing a guarantor for Resident's obligations under this Agreement, Resident shall cause such guarantor to execute a Rental Agreement Guaranty. Resident acknowledges and agrees that, if a guarantor is required, this Agreement shall not be effective until such time as Landlord has received a signed Rental Agreement Guaranty and has approved the guarantor thereunder.

38. **INTERPRETATION.** The terms "includes" or "including" shall be construed as if followed by the words "without limitation."

39. **ADDITIONAL TERMS.** Landlord and Resident agree and warrant that there are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof, or in effect between the parties that are not also in this Agreement.

40. **MILITARY AGREEMENT.** Should the Resident receive notice of Permanent Change of Station Orders (PCS) requiring Resident to vacate said premises and otherwise leave the area outside a fifty-mile radius, and can produce printed verification of said Orders, Resident must notify Landlord, in writing, at least one full rental month prior to vacating the premises. A rental month constitutes from the first day of a month to the last day of a month. The foregoing does not waive entitlement to the last month's rent, nor shall the last month be prorated, but the Resident shall owe a full month's rent after having given the rental months' notice as set forth above. If these conditions are met completely by the Resident, then the Landlord will waive the remaining term of the lease. **ORDERS DISCONTINUING MILITARY SERVICE FOR ANY REASON DO NOT QUALIFY AS PCS ORDERS.**

Landlord Initials _____

Resident Initials mt / _____
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41. **SUCCESSORS IN INTEREST.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

42. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of SC, including without limitation, the Revised Code and the Landlord - Tenant Act.

43. **COMPLETE AGREEMENT.** This Agreement and the attachments and addenda referred to above represent the entire agreement between the parties hereto. No amendment to or modification of this Agreement or any attachment or addenda hereto shall be valid unless written and executed by Landlord and Resident.

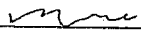
THIS IS A LEGALLY BINDING CONTRACT. RESIDENT ACKNOWLEDGES THAT RESIDENT HAS HAD AN ADEQUATE OPPORTUNITY TO READ AND STUDY THIS AGREEMENT AND TO CONSULT WITH LEGAL COUNSEL IF RESIDENT HAS SO DESIRED.

(Signatures on page following)

Landlord Initials _____

Resident Initials mk / _____
_____/_____
_____/_____

RESIDENT(S)


Signature

MICHAEL KELSIE
Printed Name

11/21/2021
Date

RESIDENT(S)

Signature

Printed Name

Date

RESIDENT(S)

Signature

Printed Name

Date

Landlord

By: Authorized Agent

Date

Landlord Initials _____

RESIDENT(S)

Signature

Printed Name

Date

RESIDENT(S)

Signature

Printed Name

Date

GUARANTOR

Signature

Printed Name

Date

Resident Initials mk / _____

_____ / _____

LANDLORD RULES AND REGULATIONS

1. To maintain the premises in a clean, safe, and sanitary condition and to dispose of all rubbish, garbage, trash, and other waste in a sanitary manner.
2. To refrain from and to cause other members of the household and guests to refrain from intentionally or negligently destroying, defacing, impairing, or removing parts of the premises, appurtenances, equipment, furnishings or fixtures.
3. To conduct him/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that shall not interfere with or diminish a neighbor's peaceful enjoyment of their accommodations; and to conduct themselves in a manner which is conducive to maintaining the premises in a decent, safe, sanitary condition; and to refrain from any illegal acts or activities while on the leased rental premises.
4. To pay within fifteen (15) days agreed upon or arbitrated reasonable charges (other than the usual fair wear and tear) for the replacement or repair of damages to any portion of the premises or appliances caused by RESIDENT members of the household or guests.
5. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation and any other facilities and appurtenances.
6. To not remove any of LANDLORD's furnishings, appliances, or fixtures and make no alterations, repairs, or changes, or to repaint or renovate the interior of the premises or appurtenances without the expressed written consent of the LANDLORD.
7. To be responsible for frozen pipes and other damages caused by open windows or doors, which result from the negligent or wrongful acts of the RESIDENT or their guests and report any defects or water leaks immediately to the LANDLORD. Windows shall be kept closed during the extreme cold months when the premises are unoccupied. If windows are left open in an unoccupied unit during times of ambient temperatures of less than 32 degrees Fahrenheit (32°F), LANDLORD shall enter and close windows at a charge of \$25.00.
8. Where applicable, to utilize care such that carpet and pad are not damaged as a part of the cleaning process.
9. To refrain from storing, or having on the premises or grounds, any hazardous or flammable materials with the exception of common household materials. Hazardous materials and non-household batteries must not be left in totes; they must be disposed of in accordance with laws at the Hazardous Waste Collection Center at the Regional Landfill.
10. To maintain all smoke detection devices, fire extinguishers, and carbon monoxide detection devices on the premises in good working order and to promptly notify the LANDLORD of any malfunction.
11. To maintain patios, porches, and decks in good order ensuring access to emergency exits. Patios, porches, and decks are not to be used for unsightly storage.

Landlord Initials _____

Resident Initials mt / _____
_____/_____
_____/_____

LEAD BASED PAINT DISCLOSURE ADDENDUM

This Lead Based Paint Disclosure Addendum (this "Addendum") is dated 11/28/2022, by and between Streetlane Homes ("Landlord") and MICHAEL KELSIE ("Resident") between the parties to which it is attached (the "Rental Agreement"). Capitalized terms not defined in this Addendum shall have the same meaning as in the Rental Agreement.

1. Lead Based Paint Disclosure. If the dwelling unit at the Premises was built prior to 1978, Landlord is required to: (i) notify Resident of any known lead-based paint ("**LBP**") or LBP hazards in the dwelling unit; (ii) provide Resident with any LBP risk assessments or inspections of the Premises in Landlord's possession; (iii) provide Resident with the Disclosure on Lead-based Paint and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "**LBP Information**"). Landlord hereby gives notice to Resident that?

The dwelling unit at the Premises was constructed prior to 1978, and Resident hereby agrees that Resident has received and executed the Disclosure of Information on the Lead-Based Paint and Lead-Based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead In Your Home."

OR

The dwelling unit at the Premises was constructed in 1978 or later.

Resident(s) Initials mb / _____ / _____ / _____ / _____ / _____

2. Controlling Provisions. In the event of any conflict between the terms of this Addendum and the Rental Agreement, the terms of this Addendum shall control.

Landlord Initials _____

Resident Initials mb / _____
_____ / _____
_____ / _____

INSURANCE ADDENDUM
(Insurance Required by Resident)

This Insurance Addendum (this "Addendum") is dated 11/28/2022, by and between Streetlane Homes ("Landlord") and MICHAEL KELSIE ("Resident") and is a part of the Rental Agreement between the parties to which it is attached (the "Rental Agreement"). Capitalized terms not defined in this Addendum shall have the same meaning as in the Rental Agreement.

1. No Landlord Liability. Landlord shall not be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, theft, acts of God, or any other event whatsoever except the gross negligence or willful misconduct of Landlord. Resident understands that Landlord's insurance for these risks does not cover Resident, any of Resident's personal property, or any family members, guests, or invitees or their personal property, and that Resident and its family members, guests, and invitees are not considered a co-insured of the Landlord.

2. Personal Liability Insurance. Resident agrees to maintain, at Resident's sole cost and expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance, which provides coverage to third parties in the amount not less than \$100,000 per occurrence. Landlord shall be named as an interested party on such policy. Resident understands that such liability insurance does not protect against loss or damage to personal property or belongings.

3. Losses and Damages to Property. Resident is solely responsible for any damage or loss to the personal property (furniture, jewelry, clothing, etc.) of Resident and its family members, guests, and invitees and their personal property, from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, theft, acts of God, or any other event whatsoever except the gross negligence or willful misconduct of Landlord, and for obtaining insurance against these risks.

4. Insurance Program. Resident acknowledges that Landlord has made available to Resident a program (the "Program") providing an opportunity to purchase policies of renter's insurance or personal liability insurance. However, Resident is under no obligation to purchase renter's insurance or personal liability insurance through this Program.

5. Proof of Insurance; Failure to Insure. Prior to moving in, Resident must provide proof that Resident has obtained \$100,000 personal liability coverage as described in Section 2. Resident shall also provide proof that Resident is maintaining this insurance from time to time thereafter upon Landlord's reasonable request. If Resident fails to provide proof of insurance prior to move in, or fails to maintain insurance as required herein, Landlord may, but shall not be required to, obtain insurance on behalf of Resident, to the extent permitted by the laws of the

Landlord Initials _____

Resident Initials mk / _____
_____/_____
_____/_____

Jurisdiction in which the Premises is located, the cost of which will be added to the Resident's monthly Rent.

Proof of coverage, whether obtained through Landlord's Program or another broker, must be:

"Uploaded into resident web portal"

6. Controlling Provisions. In the event of any conflict between the terms of this Addendum and the Rental Agreement, the terms of this Addendum shall control.

Landlord Initials _____

Resident Initials JK / _____
_____/_____
_____/_____

LANDSCAPING ADDENDUM

This Landscaping Addendum (this "Addendum") is dated 11/28/2022, by and between Streetlane Homes ("Landlord") and MICHAEL KELSIE ("Resident"), and is a part of the Rental Agreement between the parties to which it is attached (the "Rental Agreement"). Capitalized terms not defined in this Addendum shall have the same meaning as in the Rental Agreement.

1. **Landscaping.** Notwithstanding anything to the contrary in the Rental Agreement, Landlord may provide landscaping services at the Premises, including but not limited to, maintenance of the front yard and backyard garden, landscaping, trees, shrubs, and grass, and proper disposal of all clippings and waste (the "Landscaping Services") in the following circumstances and subject to the following terms and conditions:

(a) Resident may request on or before the Commencement Date of the Rental Agreement, or during the Lease Term, that Landlord assume responsibility for Landscaping Services at the Premises. If Resident desires Landlord to assume responsibility for Landscaping Services during the Lease Term, Resident shall deliver such request in writing to Landlord. Landlord shall not be obligated to accept such request; if Landlord accepts such request, then Landlord's provision of Landscaping Services will begin the first day of the first full month following such written request and will continue until the expiration of the Lease Term.

(b) In the event that Resident, in Landlord's sole determination, fails to comply with its obligations under the Rental Agreement with respect to Landscaping Services at the Premises, Landlord shall have the right (but not the obligation) to assume such obligations of Resident upon notice to Resident of such intent, for the remainder of the Lease Term.

2. **Payment.** If Landlord assumes Resident's obligations with respect to Landscaping Services pursuant to (a) or (b) of Paragraph 1 of this Addendum, Resident shall pay, at the time and place and in the same manner as Resident pays Rent and all other amounts due under the Rental Agreement, an additional fee, that will be determined at the time Landlord assumes Resident's Landscaping Services responsibility at the Premises (the "Landscaping Fee"). Resident's failure to timely pay the Landscaping Fee shall be considered a default under the Rental Agreement, and shall entitle Landlord to all remedies available to Landlord thereunder.

3. **Controlling Provisions.** In the event of any conflict between the terms of this Addendum and the Rental Agreement, the terms of this Addendum shall control.

Landlord Initials _____

Resident Initials mk / _____
_____/_____
_____/_____

METHOD OF RENT PAYMENT ADDENDUM

This Method of Rent Payment Addendum (this "Addendum") is dated 11/28/2022, by and between Streetlane Homes ("Landlord") and MICHAEL KELSIE ("Resident"), and is a part of the Rental Agreement between the parties to which it is attached (the "Rental Agreement"). Capitalized terms not defined in this Addendum shall have the same meaning as in the Rental Agreement.

Notwithstanding anything to the contrary in the Rental Agreement, Resident shall pay Rent by the following methods:

Preferred Electronic Payment On Landlord's Website: Subject to Local Laws, Rent should be paid directly on Landlord's website. To pay Rent on Landlord's website, please log onto www.streetlanehomes.com and follow the instructions for paying the Rent.

Mail: Rent may be paid by personal check, money order or certified cashier's check made payable to Streetlane Homes and sent to the following address:

717 N. Harwood Street, Suite 2800, Dallas, TX 75201

Physical Delivery: Rent may be paid by physical delivery in the form of personal check, money order or cashier's check, between the hours of 9:00 a.m. and 5:00 p.m. local time to the following address:

Please enter on Property: Contacts, Role: Local PM

Cash will not be accepted as a method of rent payment. Checks sent by the U.S. mail and express or overnight delivery are done so at the sender's own risk. Rents will be credited as paid only when actually received by Landlord. If you mail your Rent, it is recommended that it be mailed at least one (1) week early to allow for any delay in delivery. Remember, if your Rent is lost in the mail or not received for any reason, it has not been paid. If it is received after the 4th of each month, Resident is subject to a Late Charge.

Except as expressly modified above, all other terms and conditions of the Rental Agreement shall remain in full force and effect.

The parties hereto have read, agree to and understand the terms of this Method of Rent Payment Addendum as stated herein.

Landlord Initials _____

Resident Initials mk / _____
_____/_____
_____/_____

PET ADDENDUM

This Pet Addendum (this "Addendum") is dated 11/28/2022, by and between Streetlane Homes ("Landlord") and MICHAEL KELSIE ("Resident"), and is a part of the Rental Agreement between the parties to which it is attached (the "Rental Agreement"). Capitalized terms not defined in this Addendum shall have the same meaning as in the Rental Agreement.

- A. A NON-REFUNDABLE PET FEE in the amount of Dollars (\$0.00) (\$300.00 Initial pet, \$100 additional per pet) must be paid in advance of any pets being permitted upon the premises. It is understood and agreed to by the Resident that this NON-REFUNDABLE PET FEE is for the sole privilege of having a pet upon the premises regardless if the pet remains or is removed from the premises. Resident is advised that proof of professional cleaning for pet odors and stains will be required at move-out. If such proof is not submitted resident will be charged for such services. THIS FEE APPLIES ALSO TO "VISITING" PETS AND/OR "HOUSE-SITTING PETS".
- B. There will be an additional monthly premium of Dollars (\$0.00) (\$25.00 for each pet) during the term of the lease or as long as the Resident occupies the unit with the pet(s).
- C. Resident understands and agrees, any damages caused by a pet are to be deducted from the Resident's Security Deposit. Furthermore, if damages caused by a pet exceed the amount of Resident's Security Deposit, Resident will be responsible to pay for the difference in cost.
- D. Resident will not permit pet(s) to disturb other residents or neighbors.
- E. Resident will not leave pet(s) unattended for extended periods of time. Leads, chains, and /or runs are not permitted.
- F. When going to and from apartment or house, pet(s) must be kept on a leash or carried. Pet(s) are never to run loose on apartment or house grounds or in the neighborhood.
- G. Pet(s) should be walked away from the buildings and should be taught to "curb". Resident will clean and dispose of any and all animal waste in a proper and sanitary manner.
- H. Resident agrees that if, in the opinion of the Landlord the pet(s) becomes a nuisance, the pet(s) will be removed from the premises, or upon written notice from the Landlord, Resident will move immediately and forfeit deposit.

Landlord Initials _____

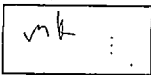
Resident Initials mk / _____

_____ / _____

I. Breed restrictions apply, and license veterinarian letter required prior to move in of pet for breed of pet. No Pit Bulls, American Staffordshire Terriers, Rottweilers, Doberman, Wolf Hybrid, Akita, and Chows, or any breed mix of the aforementioned will be allowed.

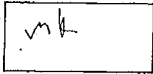
J. The maximum full-grown weight allowed will be determined by Landlord.

Name of Pet #2:
Type of Pet #2:
Breed of Pet #2:
Full grown weight of pet #2:



Resident agrees to upload pictures of said Pet into the Resident web portal so that Landlord has a complete understanding of the Pet's physical characteristics.

Name of Pet #2:
Type of Pet #2:
Breed of Pet #2:
Full grown weight of pet #2:



Resident agrees to upload pictures of said Pet into the Resident web portal so that Landlord has a complete understanding of the Pet's physical characteristics.

Landlord Initials _____

Resident Initials mt / _____

_____ / _____



ZIP 29204

UT 1W11 1Z0J400

Crawford & Von Keller
P.O. Box 4216
Columbia, SC 29204

Upper Township Magistrate
7615 A Wilson Blvd
Columbia, SC 29203

MAGISTRATE'S OFFICE
MAY 8 - 8 PM 1:30
UPPER TOWNSHIP

Original

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
American Ave PM LLC, agent for owner)
for SFR3-008, LLC)
Plaintiff/Respondent)
)
v.)
Sharley Ann Jackson)
Margie R. Kelsie (aka) Michael Kelsie)
And All Other Occupants)
Defendant/Appellant)

IN THE MAGISTRATE'S COURT
UPPER TOWNSHIP MAGISTRATE
Civil Case Number: 2023CV4010700887
Common Pleas Case Number: 2023CP4003470

Appeal Return and Revision

2023 AUG 7 8 PM 3:45
JENNIFER W. MCORRIDE
CLERK OF COURT
S.C. S. 15-1-10
RICHLAND COUNTY
FILED

Introduction

The above captioned rule to vacate was filed in the Upper Township Magistrate's Office on May 8th, 2023. The parties in this action include Streetlane PM, LLC agent for SFR3-008, LLC represented by plaintiff attorney; B. Lindsey Crawford IV; hereinafter referred to as plaintiff and Margie R. Kelsie aka Michael Kelsie; *Pro Se*; hereinafter referred to as defendant. This matter is on appeal from the Upper Township Magistrate Court of Richland County, South Carolina. The Honorable Judge Tomothy C. Edmond presided over the proceedings.

Findings of Fact

The court has jurisdiction on this matter pursuant to S.C. Code § 22-3-10 (10). The cause of action in reason to the plaintiff/landlord filing against the Defendant/Tenant was for grounds of tenancy ended. The property in question is a residential home that is located at, 3511 Belvedere Dr, Columbia, SC 29204. On May 30th, 2023 a Rule to Vacate or Show Cause (Eviction) was posted on the defendant residence according to the Richland County Sheriff's Department. On May 26th, 2023 the defendant requested a show cause hearing.

Factual Background

On June 21st, 2023 this matter was heard in a bench trial before me. The plaintiff was represented by Attorney B. Lindsey Crawford IV and the defendant; Margie R. Kelsie aka Michael Kelsie was *pro se*. The plaintiff requested a continuance that was granted before being sworn-in and the case was rescheduled to be heard on July 6th, 2023.

The plaintiff is formerly known as: Streetlane PM, LLC agent for SFR3-008, LLC

On July 6th, 2023 this matter was heard in a bench trial before me. The plaintiff was represented by Attorney B. Lindsey Crawford IV and witness; vice president; Amy Smoke appeared and the defendant; Margie R. Kelsie aka Michael Kelsie appeared *pro se*. Plaintiff attorney stated that the case was a squatter case that was filed in Sharley Ann Jackson name and they are unaware of who the defendant; Margie aka Michael is. Defendant; Margie said she signed a lease with "Andrew" and paid him \$1400.00 to move in around December 2022. Plaintiff witness stated that they do not know who Andrew is and that it cost over \$3,000.00 to move in because of the security deposit, first month rent, & other fees. Plaintiff said that there was no lease that was executed, nor signed by an active landlord and that the defendant is an unauthorized occupant that may have been a victim of some type of fraud. Defendant; Margie referenced issues of burst pipes, water flood, and other maintenance issues along with an exhibit.

Defendant Exhibit 1

The defendant provided a receipt from December 2022.

Plaintiff attorney stated that the defendant exhibit of the receipt bank statement did not have a bank name on it. The defendant argued that it was given to her from Wake Forest Bank.

In conclusion, a finding to the plaintiff was entered, granting the plaintiff the right to seek a Writ of Ejectment. I informed all parties that the defendant must vacate the premises on July 13th, 2023 and the writ of ejectment can be filed on July 14th, 2023.

This case was appealed on July 6th, 2023 in the Court of Common Pleas and the notice of appeal was served to the Upper Township Magistrate the same day and the defendant was advised at the said time of what the Bond Hearing consist of and was given the Bond Hearing court summons for July 20th, 2023.

The Bond to Stay Execution Hearing was heard before the Honorable Tomothy C. Edmond on July 20th, 2023. The plaintiff was represented by Attorney Jason Hunter and the defendant; Margie R. Kelsie aka Michael Kelsie appeared *pro se* for the Bond Hearing. Defendant; Margie R. Kelsie aka Michael Kelsie stated that she resides in the home and she was the person who appealed the action. Plaintiff attorney motioned to amend the filing to add the

The plaintiff is formerly known as: Streetlane PM, LLC agent for SFR3-008, LLC

defendant name; Margie R. Kelsie aka Michael Kelsie; the defendant had no objections and provided identification of his listed names. All parties agreed that the defendant monthly rent is \$1,418.00. I informed all parties that the defendant is ordered to pay \$1,890.70 per month beginning on August 1st, 2023 by 4:00pm and each month afterwards; the defendant is ordered to pay \$1,418.00 on the 1st of each month & no later than the 5th of each month by 4:00pm to the Upper Township Magistrate as well as future monthly rent; this was stated on record. I informed the defendant if this is not met then this will dissolve her appeal and the defendant agreed; also, if the 5th falls on a weekend then she would be able to pay the following Monday. I ordered that it would be no arrears because it's not effective in this case & also advised the defendant to make the payments out to the court and the funds will be released to the plaintiff.

Conclusion of Law

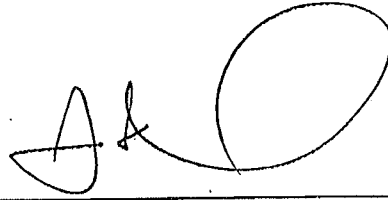
Pursuant to S.C. Code § 27-37-130, the Magistrate has authority to set the bond on payment of all costs and damages the property owner must sustain. The tenant must pay the assigned amount set by the Magistrate. In the event that the established court order is not followed, the appeal does not remain in effect and is considered dissolved.

Caption Revision¹

The Plaintiff Attorney in this matter made the court aware of a revision to the name for the Plaintiff. This name changed happened as a result of a change in the agent. The caption is changed from the former: Streetlane PM, LLC Agent for SFR3-008, LLC and is changed to American Ave PM, LLC, agent for owner SFR3-008 LLC, now and so forth.

AND IT IS SO ORDERED

Respectfully Submitted,

A handwritten signature in black ink, consisting of a stylized 'T' followed by a cursive 'C' and a large, loopy flourish.

The Honorable Tomothy C. Edmond
Upper Township Magistrate
7615-A Wilson Blvd; Columbia, SC 29203
Phone (803) 576-2570; Facsimile (803) 576-2579

August 8, 2023

Exhibit 'B'

Margie Kelse
PLAINTIFF(S)

American Ave Pm Llc
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:

On July 6, 2023 Michael Kelsie aka Margie Kelsie filed an Appeal from Magistrate case number 2023CV4010700887 and was given the Circuit case number of 2023CP4003470. The Magistrate's court filed a notice on December 7, 2023 stating that Appellant Kelsie had failed to adhere to the terms ordered during the July 20th Bond hearing and that a Writ of Ejectment was issued to the Respondent. On December 12, Appellant Kelsie then filed another appeal on the same magistrate case and was given the Circuit case number of 2023CP4006610.

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 12/13/2023 .

Margie Kelse for Margie Kelse
American Ave Pm Llc
Margie Kelse for Margie Kelse

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.

Appellant is not entitled to another appeal based on the principle of Res judicata. Therefore; both Appeals are hereby DISMISSED, and the filing fee of \$150 paid on December 12 should be returned to Appellant.



Richland Common Pleas

Case Caption: Margie Kelse VS American Ave Pm Llc
Case Number: 2023CP4006610
Type: Order/Electronic Form 4

IT IS SO ORDERED.

Jocelyn Newman, Chief Judge for Administrative
Purposes, Court of Common Pleas, 5th Judicial
Circuit

Exhibit 'C'

STATE OF SOUTH CAROLINA

COUNTY OF Ms. Margie Kelsie

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023CP400 6610

Plaintiff(s)

vs.

American Ave. Pm, LLC agent
for owner SFR3-0002-00
Defendant(s)

Submitted By: 3511 Belevodere
Address: Dr. Columbia SC 29204

SC Bar #: _____
Telephone #: _____
Fax #: _____
Other: _____
E-mail: _____

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____ | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 -NI- _____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) _____ | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Label (380) <input type="checkbox"/> Other (399) _____ <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) _____ | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input checked="" type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) _____ |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) _____ <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Interpleader (690) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670) | | |

Submitting Party Signature:

Ms. Margie Kelsie

Date:

Dec 12 2023

2023 CV 4010 700887

2023CP4006610

COMMON PLEAS CASE NUMBER

STATE OF SOUTH CAROLINA

COUNTY OF _____

Margie Kelsie
APPELLANT(S)

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

VS.

American Aul pm LLC agent
for owner RESPONDENT(S)

2023 DEC 12 PM 3:5

The plaintiff/defendant (circle one), Ms. Margie Kelsie hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of _____

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 12 day of Dec. 12, 2023.

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

I Margie Kelsie went to the magistrates
paid money for them to serve my
landlord Street Lane home to try
to get them to fix my air conditioner and
so many other things. They called me
the clerk of court told me that the
judge told Street Lane to come fix
my air because it was 100 degrees.
and then they cancel court on the
first appearance. They come the next
to get a close the case and told me
to get a lawyer. The judge counted
air, and clear me and tell me I
am a woman. I have been paying

Dated: 12-12-2023

Ms Margie Kelsie
Appellant (or his attorney)

The courts on times. One month
I came in early to pay my my
rent. It was a Friday. They would
not accepted my money order because
I had miss spelled magistrate. So
I had to find a way to cash in
the money order to get another. So
I started using cash year check from
my bank. I brought it back on the
6th which was a Monday because the 5th
fell on a Sunday. I went to pay
my money this month and I called
and told them I was about to miss
court is that OK. She said if after
4pm we can not accepted your money
I explain that I have been paying
after 4 and it was no problem. They
told me they only allowed me to pay
one time after 4 ~~which~~ which was not
true. I pay everytime after 4. I also said
they said they

Margie Kelsie

I Margie Kelsie have a job. I do not get off to 4:00 pm. I have come to pay my rent several time at 4:30 and 4:45 with no problem. Today I get here with my rent money and Teresa the Clerk of Court says that it has to be before four. That I could write a letter to the Judge, but she could not accept my rent money.

Ms. Margie Kelsie

UPPER TOWNSHIP
2023 DEC -5 PM 5:13
MAGISTRATE'S OFFICE

Dec 5, 2023

Time 5:08

Came in to pay at 4:53pm

Phone number 803 977-2891

RECEIVED

Apr 22 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Tomothy C. Edmond, Magistrate Judge

Case No. 2023CV4010700887
Appellate Case No.: 2023-001927

American Ave PM, LLC.....Respondent.

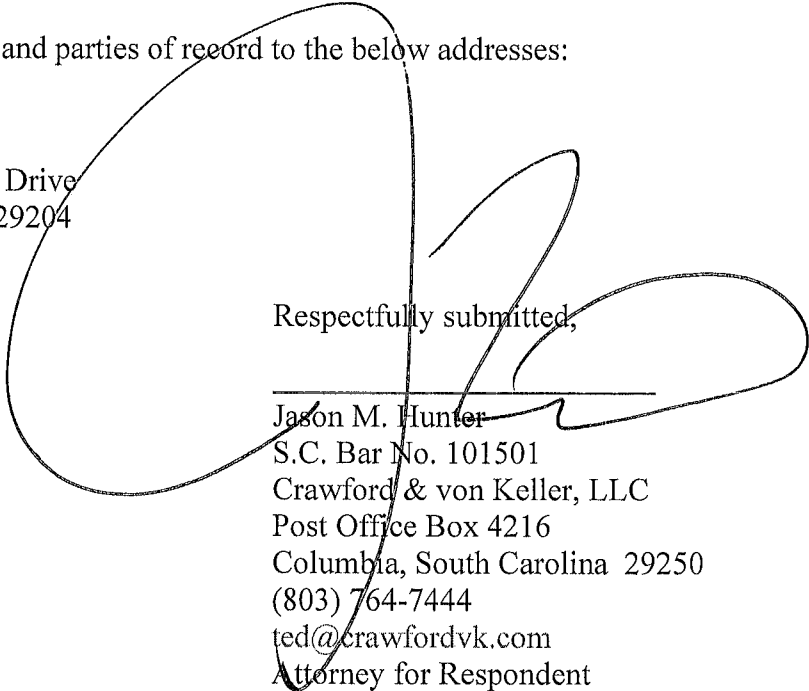
Margie Kelsie.....Appellant.

PROOF OF SERVICE

The undersigned certifies that he has served Respondent’s Motion to Dismiss by depositing a copy of it in the United States Mail, postage prepaid, on April 22, 2024, addressed to the attorneys and parties of record to the below addresses:

Margie Kelsie
3511 Belvedere Drive
Columbia, SC 29204

Respectfully submitted,



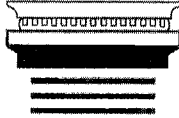
Jason M. Hunter
S.C. Bar No. 101501
Crawford & von Keller, LLC
Post Office Box 4216
Columbia, South Carolina 29250
(803) 764-7444
ted@crawfordvk.com
Attorney for Respondent

April 22, 2024

RECEIVED

Apr 22 2024

SC Court of Appeals



CRAWFORD & VON KELLER, LLC

SOUTH CAROLINA
B. Lindsay Crawford, III *
Theodore von Keller
B. Lindsay Crawford, IV**

NORTH CAROLINA
Benjamin A. Barco
William A. Kibbe
Gregory P. Cowan**

Charley F. MacInnis
Jason M. Hunter
Eric H. Nelson
Lawrence W. Johnson, Jr.* - Special Counsel

* Certified Specialist in Bankruptcy
and Debtor-Creditor Law in SC

**Admitted in South Carolina and North Carolina

April 22, 2024

Email: ctappfilings@sccourts.org

Clerk, SC Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RE: **Margie Kelsie vs. American AVE PM, LLC**
Case No: 2023-CP-40-03470
Appellate Case No.: 2023-01927
Our file number: 1117-23-0017.02

Dear Clerk:

Enclosed please find Respondent's Motion to Dismiss and Proof of Service in the above referenced matter.
Please file accordingly.

Sincerely,

Jason M. Hunter

JMH/tdd
Enclosures

Cc: Margie Kelsie
3511 Belvedere Drive
Columbia, SC 29204

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

P.O. Box 4216, Columbia, SC 29240 • 1640 St. Julian Place, SC 29204 • 803-790-2626 • Facsimile 803-790-1277
1017 Ashes Drive, Suite 106, Wilmington, NC 28405 • 910-363-1637 • Facsimile 910-363-1652