RECEIVED
Jun 18 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
In The Circuit Court

William A. McKinnon, Circuit Court Judge

Appellate Case No. 2023-001715

MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust,

Respondent,

v.

ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,

of whom ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, and SAMANTHA D. DELPOZO are the

Appellants.

RECORD ON APPEAL

John Martin Foster
Post Office Box 106
Rock Hill, South Carolina 29731-6106
(803) 324-8100
jmfoster340@gmail.com
Attorney for Appellants

Rebecca T. McNerney
200 S. Broome Street
Waxhaw, N.C. 28173
rebecca@rebeccamcnerneylaw.com
Attorney for Respondent

INDEX

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

June 17, 2024

/s/ John Martin Foster
Post Office Box 106
Rock Hill, South Carolina 29731-6106
(803) 324-8100
jmfoster340@gmail.com
Attorney for Appellants

STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
FILE NO. 22-CP-46-1846

Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust

Plaintiff,

Vs.

Angela Crouch Delpozo, Lino Homero Delpozo, Andrew Oliver, Samantha D. Delpozo, and any and all other persons unknown claiming any right, title, interest in or lien upon the real estate described in the complaint herein,

Defendants.

ORDER

This matter came before the Court on August 16, 2023, for hearing on Plaintiff's Motion for Summary Judgment. Present in Court were Plaintiff and her Counsel Rebecca McNerney and Counsel for Defendants Martin Foster. After a hearing and review of the pleadings, this Court makes the following:

FINDINGS OF FACT

1. Plaintiff filed a Summons and Complaint for Declaratory Judgment, Recovery of Real Property, Quiet Title, and Unjust Enrichment on June 20, 2022.
2. Defendants filed an Amended Answer with Counterclaims for Betterments, Breach of Fiduciary Duty, and Partition on July 21, 2022.
3. Plaintiff filed her Reply on August 19, 2022.

4. Plaintiff filed her Motion for Summary Judgment and Brief in Support of Motion on April 3, 2023.
5. Defendant filed a Memorandum in Opposition to the Motion for Summary Judgment on August 15, 2023.
6. Plaintiff is the sole Trustee of the Samantha D. Delpozo Trust.
7. The Real Property located at 1162 Reservation Road, Rock Hill, SC is solely owned by the Trust.
8. The sole beneficiary of the Trust is Defendant Samantha Delpozo.
9. Defendant Angela Delpozo owns a mobile home that currently sits on the Real Property.
10. Defendants reside in the mobile home.
11. The mobile home has not been converted to real property.

CONCLUSIONS OF LAW

12. As the Trust owns the Real Property, the Defendants have no claim or interest in the Real Property.
13. Plaintiff does not owe any fiduciary duty to any Defendant except Samantha Delpozo as the beneficiary of the Trust.
14. Accordingly, there is no legal basis for Defendant Angela Delpozo's, Defendant Lino, and Defendant Andrew's counterclaim for Breach of Fiduciary Duty.
15. As the mobile home is personal property, any modifications to the mobile home do not constitute improvements or modifications to the Real Property.
16. Accordingly, there is no legal basis for Defendants' counterclaim for Betterments.
17. As Defendants are not owners of the Real Property, there is no legal basis for their counterclaim for Partition.

WHEREFORE, IT IS ORDERED AS FOLLOWS:

1. Plaintiff's Motion for Summary Judgment is GRANTED in part and DENIED in part.
2. As to Plaintiff's first cause of action for Quiet Title, Plaintiff's Motion is GRANTED.
3. As to Plaintiff's second cause of action for Declaratory Judgment, third cause of action for Recovery of Possession of Real Property, and fourth cause of action for Unjust Enrichment, Plaintiff's Motion is DENIED.
4. As to Defendants' Counterclaims for Betterments and Partition, Plaintiff's Motion is GRANTED.
5. As to Defendants' Counterclaims for Breach of Fiduciary Duty, Plaintiff's Motion is GRANTED as to Defendants Angela Delpozo, Lino, and Andrew, but DENIED as to Samantha Delpozo.
6. Title to the Real Property located at 1162 Reservation Road, Rock Hill, SC is Quieted and vested solely in the Plaintiff Mary Crouch, as Trustee of the Samantha D. Delpozo Trust.
7. Defendants have no claim to title to the Real Property located at 1162 Reservation Road, Rock Hill, SC.
8. Defendants Counterclaims for Betterments and Partition are dismissed.
9. Defendant Angela Delpozo's Counterclaim for Breach of Fiduciary Duty is dismissed.
10. Defendant Lino Delpozo's Counterclaim for Breach of Fiduciary Duty is dismissed.
11. Defendant Andrew Oliver's Counterclaim for Breach of Fiduciary Duty is dismissed.

IT IS SO ORDERED.

_____, 2023

_____
The Honorable William A. McKinnon
Circuit Court Judge
Sixteenth Judicial Circuit

York Common Pleas

Case Caption: Mary M Crouch , plaintiff, et al VS Angela Crouch Delpozo , defendant, et al

Case Number: 2022CP4601846

Type: Order/Summary Judgment

So Ordered

/s William A. McKinnon, #2761, Resident Circuit Judge and Chief Admin. Judge for CP, 16th Cir.

Electronically signed on 2023-08-28 16:44:35 page 5 of 5

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP4601846

Mary M Crouch et al
PLAINTIFF(S)

Angela Crouch Delpozo et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

Defendants' Motion to Reconsider is DENIED.

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 10/02/2023 .

Mary M Crouch Trustee
Samantha D Delpozo Trust

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.

York Common Pleas

Case Caption: Mary M Crouch , plaintiff, et al VS Angela Crouch Delpozo , defendant, et al

Case Number: 2022CP4601846

Type: Order/Electronic Form 4

So Ordered

/s William A. McKinnon, #2761, Resident Circuit Judge and Chief Admin. Judge for CP, 16th Cir.

Electronically signed on 2023-10-02 15:37:26 page 3 of 3

STATE OF SOUTH CAROLINA,	)	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	)	
Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust Plaintiff,	)	SUMMONS
vs.	)	FILE NO. 22-CP-46-
Angela Crouch Delpozo, Lino Homero Delpozo, Andrew Oliver, Samantha D. Delpozo, and all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein, Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED:

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

York, South Carolina

Dated: June 16, 2022

/s/ Rebecca McNerney

Plaintiff/Attorney for Plaintiff

Address: The Law Office of Rebecca McNerney PLLC
200 S Broome Street
Waxhaw, NC 28173

SCCA 401 (5/02)

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**SIXTEENTH JUDICIAL CIRCUIT**
COUNTY OF YORK	)	**FILE NO. 22-CP-46-**
	)	
Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust	)	
	)	**COMPLAINT**
Plaintiff,	)	**(JURY TRIAL DEMANDED)**
	)	
Vs.	)	
	)	
Angela Crouch Delpozo, Lino Homero Delpozo, Andrew Oliver, Samantha D. Delpozo, and all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,	)	
	)	
Defendants.	)	

Plaintiff would respectfully show and allege unto this Honorable Court as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action, pursuant to S.C. Code Section 15-67-10 et seq and Section 22-3-1110 et seq, asking this Court to quiet title to the real property located at 1162 Reservation Road, Rock Hill, South Carolina (hereinafter the "Real Property"), pursuant to Section 15-23-20, asking this Court to declare the rights, statuses, and legal relations of the Parties, pursuant to Section 15-47-10 et seq and/or Section 27-40-430 asking this Court to order the recovery of the Real Property, and to be compensated for Defendants Angela Crouch Delpozo's, Lino Homero Delpozo's, and Andrew Oliver's unjust enrichment.

JURISDICTION AND VENUE

2. This Court has jurisdiction pursuant to S.C. Code § 15-67-10 et seq, Section 22-3-1110 et seq and Section 27-40-130.

3. Venue is appropriate in York County, South Carolina as Plaintiff and Defendants are residents of York County, South Carolina, and the Real Property is located in York County, SC.

IDENTIFICATION OF THE PARTIES

4. Plaintiff is Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust.

5. Defendant Angela Crouch Delpozo is Plaintiff's daughter and the mother of Samantha D. Delpozo.

6. Defendant Samantha D. Delpozo is Plaintiff's granddaughter and the Trust beneficiary and is 22 years of age at the time of the filing of this Complaint.

7. Defendant Lino Homero Delpozo is Angela Crouch Delpozo's ex-husband.

8. Defendant Andrew Oliver is Defendant Samantha D. Delpozo's boyfriend.

FACTUAL ALLEGATIONS

9. Approximately 22 years ago, Defendants Angela Crouch Delpozo and Lino Homero Delpozo, with the permission of Plaintiff, placed a trailer on the Real Property and began residing on the Real Property with their child Defendant Samantha D. Delpozo.

10. On June 25, 1999, Buck W. Crouch, Plaintiff's husband, and Plaintiff created the Samantha D. Delpozo Trust (hereinafter the "Trust") for the benefit of Samantha Delpozo. Exhibit A.

11. Plaintiff and Buck W. Crouch were the Grantors, Buck W. Crouch was designated Trustee, and Plaintiff was designated successor Trustee.

12. Contemporaneously with the execution of the Trust, the Real Property was deeded to Buck W. Crouch, Trustee. Exhibit B.

13. The express purpose of the Trust is to provide for the care, support, and general welfare of Samantha Delpozo.

14. While the Trust is irrevocable, the Trust gives the Grantors and Trustees broad discretion to deal with the Trust assets as any owner would be able to do in their own right, including the power to hold the Real Property as an investment, to rent or lease the Real Property, to sell or convey the Real Property, to consent to the liquidation, sale, mortgage, or lease of the Real Property, and to make distributions in kind or in money, in the Trustee's absolute discretion.

15. The Trust further gives the Grantors and Trustees the power to freely act under all or any of the powers given to them in the Trust in all matters concerning the Trust, after forming their judgment, based upon all the circumstances as to any particular situation as to the wisest and best course to pursue in the interest of the Trust and the beneficiary, without obtaining permission of any interested person or the approval of a Court.

16. On April 1, 2019, Buck W. Crouch died.

17. In or about June 2020, Plaintiff asked Defendants to vacate the Real Property.

18. On March 11, 2021, Plaintiff executed the First Amendment to the Trust designating herself as successor Trustee and amending the distribution age for Samantha Delpozo until such time as she reaches the age of 40. Exhibit C.

19. Contemporaneously with the execution of the Trust Amendment, Plaintiff executed a deed conveying the Real Property to herself as Trustee. Exhibit D.

20. Presently, all Defendants are periodically staying in a trailer located on the Real Property.

21. Upon information and belief, the trailer is owned by Angela Crouch Delpozo.

22. Defendant Samantha D. Delpozo resided on the Real Property from approximately 10 months of age until approximately four years ago, with the permission of Plaintiff.

23. In or about October 2021, Defendant Samantha D. Delpozo began residing on the Real Property again with her boyfriend Defendant Andrew Oliver.

24. Defendant Angela Crouch Delpozo resides elsewhere and only periodically stays on the Real Property.

25. On May 9, 2022, Plaintiff filed an Affidavit and Application for Notice to Quit Premises and had the Notice served on Defendants Angela Crouch Delpozo, Lino Homero Delpozo, and Andrew Oliver.

26. A hearing was scheduled for May 23, 2022.

27. Prior to the hearing, Defendants asserted a claim to the title of the Real Property.

28. Thereafter, the magistrate dismissed Plaintiff's Notice, without prejudice, for lack of jurisdiction. Exhibit E.

29. Plaintiff, as Trustee, has the full power and authority to manage and convey the Real Property.

30. It is not in the Trust beneficiary's best interest for Defendants Angela Crouch Delpozo, Lino Homero Delpozo, or Andrew Oliver to continue to reside on or occupy the Real Property.

FIRST CAUSE OF ACTION
(Quiet Title)

31. Plaintiff realleges and incorporates the allegations in all prior paragraphs of this Complaint.

32. Plaintiff is entitled to a determination that she, as Trustee, holds legal and equitable title to the Real Property and accordingly, has the full and sole power to manage and convey the Real Property, including the power to eject trespassers and/or tenants residing or squatting on the Real Property.

SECOND CAUSE OF ACTION
(Declaratory Judgment)

33. Plaintiff realleges and incorporates the allegations in all prior paragraphs of this Complaint.

34. This Court has the liberal power to declare rights, status and other legal relations for the Parties.

35. This Court has the power to determine any question arising in the administration of a trust.

36. Accordingly, Plaintiff is entitled and requests that this Court declare Plaintiff's sole and absolute authority to manage and convey the Real Property as a Trust asset, including the power to eject trespassers and/or tenants residing or squatting on the Real Property.

THIRD CAUSE OF ACTION
(Recovery of Possession of Real Property)

37. Plaintiff realleges and incorporates the allegations in all prior paragraphs of this Complaint.

38. Plaintiff is entitled to have this Court order that Plaintiff has legal and equitable title to and the right to possess the Real Property and that Defendants must vacate and deliver possession of the Real Property to Plaintiff.

FOURTH CAUSE OF ACTION
(Unjust Enrichment)
(As to Angela Crouch Delpozo, Lino Homero Delpozo, and Andrew Oliver)

39. Plaintiff realleges and incorporates the allegations in all prior paragraphs of this Complaint.

40. Defendants Angela Crouch Delpozo, Lino Homero Delpozo, and Andrew Oliver used the Real Property for their own self-interest, without the permission of Plaintiff, since June 2020.

41. As a result of Defendants Angela Crouch Delpozo's, Lino Homero Delpozo's, and Andrew Oliver's actions, a measurable benefit was conferred on the aforementioned Defendants from June 2020 through the present which was not provided gratuitously or officiously.

42. Defendants Angela Crouch Delpozo, Lino Homero Delpozo, and Andrew Oliver consciously accepted the benefit conferred upon them.

43. Defendants Angela Crouch Delpozo, Lino Homero Delpozo, and Andrew Oliver have become unjustly enriched by the wrongful possession of the Real Property by residing on Trust property without the payment of rent for approximately 2 years.

44. Plaintiff requests that this Court award Plaintiff, as Trustee, all back rent in a reasonable amount from June 2020 through the present from Defendants Angela Crouch Delpozo and Lino Homero Delpozo, and from October 2021 through the present from Defendant Andrew Oliver.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the Court to inquire into the matters set forth herein and issue an Order as follows:

1. That the Court assume jurisdiction over this action.
2. That Plaintiff, as Trustee, holds legal and equitable title to the Real Property.
3. That Defendants vacate and turn over possession of the Real Property to Plaintiff.
4. That Defendants Angela Crouch Delpozo, Lino Homero Delpozo, and Andrew Oliver pay Plaintiff back rent as indicated in the fourth cause of action.
5. Such other and further relief as to the Court seems just and proper.

JURY TRIAL DEMAND

Plaintiff hereby requests a trial by jury as to all issues so triable in this action.

Respectfully submitted,

This 16th day of June 2022.

The Law Office of Rebecca McNerney PLLC

By: *<u>/s/ Rebecca McNerney</u>*
Rebecca T. McNerney
Attorney for Plaintiff
SC Bar # 76594
200 S Broome Street
Waxhaw, North Carolina 28173
Phone: (980) 300-0144
Email: rebecca@rebeccamcnerneylaw.com

EXHIBIT A Please Return

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into this 25th day of June, 1999, by and between Buck W. Crouch and Mary M. Crouch (the "Grantors"), and Buck W. Crouch (the "Trustee").

WHEREAS, the Gran tors desire to comfortably provide for Granton,' grandchild, Samantha D. Delpozo, ('Samantha"); and

WHEREAS,Samantha is a minor under the age of eighteen (18), is not emancipated, and is unable to manage her own affairs; and

WHEREAS, Grantors are mindful of Samantha's age and are desirous of seei ng that the management of her property is in good and capable hands;

NOW,THEREFORE in consideration of the promises, and the mutual covenants and undertakings herein contained, the parties agree as follows:

1. DECLARATION OFTRUST. Grantors do hereby establish the SAMANTHA DDELPOZOTRUST.

2. PURPOSE OF TRUST. The purpose of the trust is to provide for the care, support and general welfare of Samantha, a minor.

3, APPOINTMENT OF TRUSTEEGran tor does hereby name, nominate,'

constitute and appoint Buck W. Crouch as Trustee of the SAMANTHA D. DELPOZOTRUST with the rights and limitations hereinafter set forth.

4. TRUST PROPERTY The Grantors, simultaneously with the execution of this Agreement, have assigned, transferred, and conveyed to the Trustee the real property described as 1.0 acres located on Reservation Road, Rock Hill, South Carolina which is more particularly described in that certain deed dated on this date and executed contemporaneously herewith from the Grantors to the Trustee and incorporated herein. The Trustee acknowledges receipt of the assignment, transfer, and conveyance and agrees to hold all such property, which shall constitute the corpus of this trust, together with all income earned thereon and all future additions to the corpus of this trust, in accordance with the terms and conditions of this Agreement.

5. TRUST DISTRIBUTIONS. The Trustee shall distribute to or foi;- the benefit of Granton,' daughter, Samantha D. Delpozo, ("Samantha"), until such time as Samantha reaches the age of twenty-five (◆ s, ◆) or later ◆f Granters choose to extend the trust, so much or a.ll of th<;! income, if any, in monthly or other convenient installments, as the Trustee, in his sole discretion, shall deem necessary for the benefit, support, education and general welfare of Samantha. Any income not so

distributed shall be accumulated and added to the corpus of the trust. The Trustee, in his sole discretion, shall distribute to or for the benefit of Samantha such additional sums from the corpus of the trus t as may, from time to time be needed by Samantha to meet medical, dental, educational and other extraordinary expenses, Grantors are conveying the trust property described herein as 1. 0 acres located on Reservation Road, Rock Hill, South Carolina, to Trustee for use as Samantha's primary residence rather than to generate investment income, therefore there may not be income to distribute to Samantha, However, v-,._:iJ Samantha ever ceases to live on the property, the Trustee, in his sole discretion, may utilize the property pursuant to the terms and' conditions of this Agreement to generate income for the benefit of Samantha.

6. DISTRIBUTION UPON SAMANTHA' s 25TH BIRTHDAY. Upon Samantha's twenty-fifth birthday, the corpus of this trust, js it shall then exist, and all undistributed income shall be distributed to the Samantha, in fee simple, absolutely and forever. If Samantha does not survive until her twenty-fifth birthday, this trust shall automatically terminate and the trust corpus and undistributed income shall be distributed to the living heirs of Samantha.

7. TRUSTEE'S POWERS. In the administration of the trust, the

Trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily in the interest of the beneficiary:

(a) To hold and continue to hold as an investment the property, and any additional property which may be received by him, so long as he deems proper, and to invest and reinvest in any securities or property, whether or not income-producing, deemed by him to be for the best interest of the trust and the beneficiary, without being limited to trust or chancery investments provided by law, and notwithstanding that they may constitute leaseholds, royalty interests, patents, interests in mines, oil and gas wells, or timber lands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of the investments.

(b) To rent or lease any property of the trust for the time and upon the terms and for the price or prices as in his discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiary, irrespective of the provisions of any statute or of the termination of any trust.

(c) To sell and convey any of the property of the trust or any interest, or to exchange it for other property, for the price or prices and upon the terms as in his discretion and judgment may be deemed for the best interest of the trust and the beneficiary, and to execute and

deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other necessary instruments.

(d) To make all repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the trust, and to build, construct, and complete any building or buildings upon the property which in his discretion and judgment may be deemed advisable and proper and for the best interests of the trust and the beneficiary, and to determine the extent to which the cost of the repairs and improvements shall be apportioned as between corpus and income.

(e) To deduct, retain, expend and pay out of any money belonging to the trust any and all necessary and proper expenses i,n connection with the operation and conduct of the trust, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the trust.

(f) To vote upon all securities belonging to the trust, and to become a party to any :stockholders' agreements deemed advisable by them in connection with the securities.

(g) To consent to the organi1ation, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company or association, or to the sale, mortgage, or lease of the property of any part, any of the securities or other property of which

may at the time be held by him, and to do any act or exercise any power that may be legally exercised by any persons owning simila.r property in their own right, including the exercise of conversion, subscription, purchase or other options, the deposit, surrender, or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which he may deem necessary or advisable, all wij,hout applying ;; I:g any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which he may so acquire.

(h) To compromise, settle, arbitrate, or de.fend any claim or demand in favor of or against the trust; to enforce any bonds, mortgages, security agreements, or other obligations or liens; and to enter upon contracts and agreements and to make compromises or settlement of debts, claims, or controvers ies as he may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, accounts fees, inv,;stment counsel fees, and the like .

(j) To act through an agent or attorney-in-fact, by and under power of attorney duly executed by the Trustee, in carrying out any of the authorized powers and duties.

(k) To borrow money for any purposes of the trust, or incidental to its administration, upon his bond or promissory note as Trustee, and

to secure their repayment by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the trust, and, with respect to the purchase of any property, as part of the consideration given, to assume a liability of the transfer or to acquire the proper t y subject to a liability.

(1) To lend money to any person or persons upon the terms and in the ways and with the security as he may deem advisable for the best interest of the trust and the beneficiary.

(m) To engage in business with the property of the trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership.

(n) To determine the manner in which the expenses incidental to or in connection with the administration of the trust shall be apportioned as between corpus and income.

(o) To make any division or distribution required under the terms of this Agreement in kind or in mo ney, or partly in kind and partly in money, and to that end to allot to the trust the corporate shares, securities, or other property, real or personal, as to him seems proper in his absolute discretion, and his judgment as to the value of the shares, securities, or other property so allotted shall be conclusive on all parties. The Trustee shall not be required to make physical

divis i on of the funds except when necessary for distribution of corpus, but may, in his discretion keep the corpus of the trust in one or more consolidated funds in which the trust has undivided interests. The Trustee shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of the trust, or for depreciation in respect of any tangible property, or for the purpose of amortizing or making good any arnount paid in premiums on the purchase of securities or of any other property.

(p) The Trustee may freely act under all or any of the pow◆rsj:Jy this Agreement given to him in all matters concerning the trust, after forming his judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trust and the beneficiary, without the necessity of obtaining the consent or permission of any interested person, or the consent or approval of any court, and notwithstanding that he may also be acting individually, or as Trustee of other trusts, or as agent for other persons or corporations j_nterested in the same matters, or may be interested in connection with the same matters as shareholders, directors, or otherwise, provided, however, that !le may exercise the powers at all time in a fiduciary capacity primarily j_n the interest of the benefj_ciary.

The powers granted to the Trustee may be exercised In whole or in

part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of Trustees pursuant to law, and shall include all powers necessary to carry them into effect.

8. LIMITATION ON POWERS Notwithstanding anything contained to the contrary, no powers enumerated or accorded to Trustees generally pursuant to law shall be construed to enable the Grantor, or the Trustee, or any other person, to sell, purchase, exchange, or otherwise deal with or dispose of all or any part of the corpus or income of the trust for less than an adequate consideration in money or money's worth, or to enable the Grantor to borrow all or any part of the corpus or income of the trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee, acting in an fiduciary capacity shall have or exercise (a) with regard to securities or corporations in which the Grantor and the trust holds significant voting control, the power to vote or direct the voting of any shares or other securities of the trust or to control the investment of the trust either by directing investments or retnvestments or by vetoing proposed investments or reinvestments; or (b) the power to reacquire or exchange any property of the trust by substituting other property of any equivalent value.

9. TRUSTEE'S AUTHORITY AND THIRD PARTIES No person purchasing,

renting or leasing any of the property of the trust, or in any manner dealing with the trust or with the Trustee, shall be required to inquire into the authority of the Trustee to enter into any transaction, or to account for the application of any money paid to the Trustee on any account.

10. ADDITIONAL PROPERTY. The Grantor reserves the right to himself or to any other person at any time, by deed or will, to add to the corpus of the trust, and any property added shall be held, administered, and distributed as part of the trust.

11. ACCOUNTING BY TRUSTEE. The Trustee may render an accounting at any time to the Grantors and the beneficiary of the trust, and the written approval of the Grantor and beneficiary shall be final, binding, and conclusive upon all persons then or thereafter interested in the trust for that beneficiary. The Trustee may at any time render a judicial account of his proceedings for the trust.

12. SUCCESSOR TRUSTEES. In the event of death, resignation or removal of Trustee prior to the termination of the trust, Mary M. Crouch shall serve as substitute or successor Trustee. In the event of the death, resignation or removal of the substitute or successor Trustee, Angela G. Delpozo shall serve as alternate substitute or

successor Trustee. Any successor Trustee shall have all the duties and powers assumed and conferred in this Agreement upon the Truste e. The appointment of a successor Trustee shall be made by a duly acknowledged instrument delivered to the beneficiary.

13. BOND AND LI:ABILITY OF TRUSTEE. The Trustee shall not be required to give any bond or other security. The Trustee shall not be liable for any mistake or error in judgment in the administration of the trust, except for willful misconduct, so long as he continues to exercise his duties and powers in a fiduciary capacity primarily in the interests of the beneficiary.

14, IRREVOCABILITY. The trust shall be irrevocable, and the Grantors expressly waive all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source they may have acquired such rights of powers, to amend, revoke, or terminate the trust, or any of the terms of this Agreement, in whole or in part. To more fully express their intentions, the Grantors declare that their purpose in establishing the trust is to provide the bex1eficiary with optimum care, education and comfort until her twenty fifth birthday; and by this instrument the Gran tors relinquishes their:. possession or enjoyment of, or right to the income from, the trust property, and all their right and power, whether alone or in

conjunction with others, to designate the persons who shall possess or enjoy the trust property, or the income.

15. SITUS. This trust has been executed and delivered in the State of South Carolina and shall be construed and administered according to the laws of that state.

IN WITNESS WHEREOF the Granters and the Trustee have executed this Agreement in triplicate.

WITNESSES:

Buck W. Crouch, Grantor

Mary M. Crouch, Grantor

Buck W. Crouch, Trustee

1

Exempt-I#_..!_

EXHIBIT B

Kimball, Dove & Simpson, P.A.
125 Hampton Street, Suite 300
Rock Hill, South Carolina 29731

DEED DRAWN ONLY - TITLE NOT EXAMINED

FILED-RECEIVED
BOOK ____ PAGE ____
JUL 7 8 36 AM '99
DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC

RECORDED
YORK COUNTY
TAX ASSESSOR'S OFFICE
DATE 7-7-99
TAX MAP NO. 7666-19
INITIALS BM KJ

STATE OF sourn CARO UNA)
COUNTYOFVORK)

TI11E TO RFAL FSTATE

KNOWAUMENBYTHESEPRESENI'S, That Buck W, Crouch and Mary M. Crouch, (hereinafter 'Granter", whether singular or plural), for and in consideration of the sum of One and no/100 ($1.00) Dollar and other consideration to the Gran tor paid by Buck W. Crouch, as Trustee of the Samantha D. Delpozo Trust, (hereinafter "Grantee", whether singular or plural), pursuant to the terms of the said trust agreement, receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, Grantee's Successors and Assigns, their entire interest, in and to the following described property:

All that certain piece, parcel or lot of land, lying and being situate in the state of South Carolina, County of York, being designated as that certain 1.o Acre parcel on Survey entitled, "Samantha D. Delpozo" drawn bY Terry W. Hucks, SCRLS, of Hucks and Associates, Inc., on June 13, 1999, the same being recorded contemporaneously herewith.

DERIVATION: This being a portion of the property acquired by the Granters pursuant to the deed by Guy Wilburn and Ruby Tallant Wilburn dated February 22, 1979 and recorded March 9, 1979 in Deed Book 590, page 45, in the Office of the Clerk of court for York County, South

..... „CCOnOeO ◆
,::ccRO
0-J.770 PGAf/ 7
.. ~V ,◆-:,q◆fE,<◆C

267

Carolina.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, Grantee's Successors and Assigns forever,

AND Grantor does hereby bind Granter's Heirs, Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee, and Grantee's Successors and Assigns,-. against Granter and whomsoever lawfully claiming, or to claim the same or any part thereof,

WITNESS the Hand and Seal of Granter this ◆ay of June in t he year of our Lord one thousand nine hundred and ninety-nine, and in the two hundred and twenty third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

1/,◆ eO,G½6·f·u1·

D ◆ ,L—...

{,>◆!,Jl-◆,
Buck W, Crouch

1j2◆ (j◆Vttd
Mary , Crouch

268

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

PERSONALLY appeared before me the undersigned witness and m'ade oath that a/he saw the within named Granters sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and thats/he, with the other witness signing above witnessed the execution thereof.

AFFIRMED before me this

.dftciay of :-It,a-£ , 1999,

Q SIDAUIIV —(L S)
Notry Public of S.C.
My Commission Expires: . .0· a,'J-aaf'/

Shelli Bostic
Witness

PH. exhibit\

EXHIBIT C

FIRST AMENDMENT TO THE
SAMANTHA D. DELPOZO TRUST

Copy

THIS FIRST AMENDMENT to the Samantha D. Delpozo Trust, dated June 25, 1999, is executed on*his* the II [1h] day of March, 2021 between Mary M. Crouch, hereinafter refen-ed to as the Grantor, and Mary M. Crouch, hereinafter refen-ed to as the Trustee.

WHEREAS, the Grantors, Mary M. Crouch and Buck W. Crouch, and Buck W. Crouch, Trustee entered into a T!ust Agreement entitled the Samantha D. Delpozo Trust, dated June 25, 1999;

WHEREAS, Buck W. Crouch, Grantor/Trustee died April 1,2201

WHEREAS, under paragraph 12 of the Trust Agreement, Mary M. Crouch was designated Successor Trustee of the Samantha D. Delpozo Trust;

WHEREAS, Mary M. Crouch is now the sole Grantor and Trustee of the Samantha D. Delpozo Trust;

WHEREAS, the Grantor is desirous of modifying and amending the Samantha D. Delpozo Trust and the Trustee agreeable to the modifications and amendments contained herein;

NOW, THEREFORE, IT IS AGREED:

WHEREAS, pursuant to paragraph 5 of the Trust Agreement dated June 25, 1999, the Grantor, Maiy M .. Crouch, retained the *right* to choose to extend the trust for the benefit of Samantha D*elpozo;*

THEREFORE, Mary M. Crouch, Grantor and Ma1y M. Crouch Trustee, hereby elect to extend the Trust distribution age for the benefit of Samantha D. Delpozo until such *tim:e* as she has attained the age of Forty (40) years.

Trust AgreementShall Remain in Full Force and Effect. The Trust Agreement shall in all other respects remain in full force and effect.

GRANTOR/TRUSTEE

Grantor hereby executes this amendment on March 11, 2021. Grantor certifies that she has read this amendment, that she understands it, and that it con-ectly states the provisions under which the trust property is to be administered and distributed by the Trustee. Grantor hereby signs this agreement in the presence of the witnesses.

Mary M. Crouch

Mary M. Crouch, Grantor/Trustee

STATE OF SOUTH CAROLINA)
} ss.:
COUNTY OF YORK)

This instrument was acknowledged before me on March 11, 2021, by Mary M. Crouch.

AmyM.Bock
Notary Public for South Carolina
My commission expires: 04/25/2027

AMY M. BROCK
My Commission Expires
NOTARY PUBLIC
4/25/27
STATE OF SOUTH CAROLINA

Witnesses

The foregoing instrument was signed by Grantor in our presence, and we, in Grantor's presence and the presence of each other, sign as witnesses.

Amy M. Brock, Witness

Louise P. Griffith, Witness

Affidavit ofWitnesses (Self-Proof)

STATE OF SOUTH CAROLINA)
) ss.:
COUNTY OF YORK)

We, Louise P. Griffith and Amy M. Brock, have been sworn by the officer signing below, and declare to that officer on our oaths that Grantor declared the instrument to be Grantor's trust amendment and signed it in our presence and that we each signed the instrument as a witness in the presence of Grantor and of each other.

Louise P. Griffith, Witness

Amy M.4ilrock, Witness

Subscribed and sworn to (or affirmed) before me on March 11, 2021, by Louise P. Griffith and Amy M. Brock, proved to me on the basis of satisfactory evidence to be the persons who appeared before me.

[Seal]

Amy M. Brock
Notary Public for South Carolina
My Commission Expires: 04/25/2027

AMY M. BROCK
My Commission Expires
NOTARY PUBLIC
4/25/27
STATE OF SOUTH CAROLINA

EXHIBIT D

YORK COUNTY ASSESSOR
Tax Map:
766-00-00-019
Date: 03/16/2021

YORK COT.JN'I.S2?',
2021011,J,777 DEED
RECORDING FEEs $15.00
STATE TAX $0,0 0
COUNTY TAX $0,00
03-1.5-20.21 02:'10; 4.1 P
RB 19084 PG:494-465

RECORD AND RETURN TO;
Julia Childress Khaled, Attorney
Khaled Law Firm, PC
1430 Ebenezer Road, Suite 104
Rock Hill, South Carolina 29732

EH

Deed Prepared Only: No Responsibility Assumed for Certification of Title, Liens, Closing Transaction or Withholding Taxes on Payments to Non-Residents

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF YORK

NO TITLE SEARCH REQUESTED NOR PERFORMED

KNOW ALL MEN BY THESE PRESENTS THAT, I, Mary M. Crouch as Successor Trustee of the Samantha D. Delpozo Trust, herein referred to as Grantor in the State aforesaid, for and in consideration of the sum of One dollar ($1.00) LOVE AND AFFECTION and no other valuable consideration to us paid by Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and relsased, and by these presents do grsnt, bargain, sell and release unto the said Grantee, Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999, its successors, and assigns forever the following described real property to wit:

All that certain piece, parcel or lot of land lying, and being situate in the state of South Carolina, County of York, being deisgnated as that certain 1.0 acre parcel on Survey entitled, "Samantha D. Delpozo" drawn by Terry W. Hucks, SRLS, of Hucks and Associates, Inc., on June 13, 1999, the same being recorded contemporaneously herewith.

Derivation: This is being the identical property conveyed to Buck W. Crouch, as Trustee of the Samantha D. Delpozo Trust by deed of Buck W. Crouch and Mary M. Crouch recorded July 7, 1999, in Volume 2770, Page 267, In the Office of the Clerk of Court for York County, South Carolina.

Tax Map Number: 766-00-00-019

Property Address: 1162 Reservation Road, Rock Hill, SC 29732

Grantees' Address: 1154 Reservation Road, Rock Hill, SC 29732

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises of record, including matters shown on recorded plats.

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

TO HAVE. AND TO HOLD all and singular the premises before mentioned unto the said Grantee Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999 its heirs, successors, and assigns forever.

AND THE GRANTOR, Mary M. Crouch as Successor Trustee of the Samantha D. Delpozo Trust, does hereby bind the Grantor and the Grantor's heirs, executors and administrators, to warrant forever defend all and singular the said premises unto the said Grantee, Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999 its heirs, successors, and assigns, against Grantor and Grantor's heirs, successors, and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Hand and Seal this the 11th day of March, in the year of our Lord 2021.

Signed, Sealed and Delivered in the Presence of:

Louise P. Griffith

Amy M. Brock

Mary M. Crouch, Successor Trustee

Mary M. Crouch as Successor Trustee of the Samantha D. Delpozo Trust dated June 25, 1999

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF YORK)

I, Amy M. Brock, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Principals and was executed and acknowledged to be the free act and voluntary deed of the Principals.

WITNESS my signature this the 11th day of March, 2021.

Amy M. Brock
Notary Public for South Carolina
My Commission expires: 04/25/2027

AMY M. BROCK
My Commission Expires
NOTARY PUBLIC
4/25/27
STATE OF SOUTH CAROLINA

EXHIBIT E

STATE OF SOUTH CAROLINA

COUNTY OF YORK

2022CV4610 301575
CIVIL CASE NUMBER

ORDER OF
DISPOSITION

Mary Crouch, Trustee Of The
Samantha D Dclponzo Trust
200 S. Broome Street
Waxhaw, NC 28173
(980) 300-0 144

PLAINTIFF(S)

Vs

Angela Crouch Delpozo
1162 Reservation Road
Rock Hill, SC 29730

Lino Homcro Delpozo
1162 Reservation Rd
Rock Hill, SC 29730-7023

Andrew Oliver Delpozo
1162 Reservatior. Road

DEFENDANT(S)

IT IS ORDERED that the above referenced civil case shall reflect a disposition of:

D Settled
◆ Dismissed without prejudice
D Default Judgment
D Find for the Plaintiff for Summons and Complaint (Transcript of Judgment will be issued ten (10) d
from the court date.)
D Find for the Plaintiff for Claim and Delivery (Pick Up Order issued the day of court.)
D Find for Defendant
D Transferred to another Court

On, , the party/parties to this action presented testimony and documents.Based on the above information and findings of fact, an award was made to the Plaintiff/Defendant in the amount of$ _ _ _ .
plus filing fees of$_____ ; for a total of$ _ _ _ _ _ _ _ _ _ _ .

IT SO ORDERED

JUDGE

Catawba/Ebenezer Magistrate
1070 Heckle Blvd., Suite 2100
Rock Hill, SC 29732
Phone: (803) 909-7600
Fax: (803) 909-7606

May 20, 2022

MVI9

STATE OF SOUTH CAROLINA	]	IN THE CIRCUIT COURT
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust, Plaintiff,	]	AMENDED ANSWER
v.	]	AND COUNTERCLAIMS
ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein, Defendants.	]	C.A. No. 2022-CP-46-01846 JURY TRIAL DEMANDED

The Defendants ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER and SAMANTHA D. DELPOZO (hereafter unless otherwise indicated "the Defendants" state the following as to the Complaint of the Plaintiff (references to the Paragraphs being to the Complaint.):

GENERAL ANSWER

1. All allegations not admitted or qualified are denied and strict proof demanded therefor.
2. In response to Paragraph 1. of the Complaint, the Defendants do not object to the Plaintiff's characterization of her suit.
3. In response to Paragraphs 2. and 3, the Defendants do not challenge the jurisdiction or venue of this Court.
4. In response to Paragraphs 4. thru 8., the Defendants do not challenge the Plaintiff's characterization of the parties.
5. In response to Paragraphs 9. thru 12., the Defendants admit the venue of the parties, and the jurisdiction of this Court.
6. The allegations of Paragraphs 9. thru 13., reciting the history of the subject real property and the Trust of which the Plaintiff is Trustee, are admitted.
7. In response to the allegations of Paragraphs 14. and 15., reference is craved to the Trust Instrument.

8. In response to Paragraph 16., the date of Buck W. Crouch's death is admitted.
9. In response to Paragraph 17., the Defendants admit that the Plaintiff made a demand that they quit the subject real property, but lack knowledge as to the exact date thereof.
10. In response to Paragraphs 18. and 19., the Defendants admit the existence of the documents referenced therein.
11. In response to Paragraphs 20. thru 24., the Defendants allege as follows:

a) That the mobile home in question is that purchased by ANGELA CROUCH DELPOZO in or about 2002, and placed on the subject real property, both with the approval of her parents Buck Crouch and MARY M. CROUCH; an earlier, single-wide was placed thereon on in 1999.

b) That the said later mobile home was financed by Buck W. Crouch, which purchase price was repaid to him by ANGELA CROUCH DELPOZO;

c) That ANGELA CROUCH DELPOZO is, and has been since its purchase, the title owner of that mobile home;

d) That the Plaintiff is, and during his lifetime Buck W. Crouch was, aware that ANGELA CROUCH DELPOZO is, and has been since its purchase, the title owner of that mobile home;

e) That the said mobile home and the subject real property it rests on is, and has been since the purchase of the mobile home, the address of SAMANTHA D. DELPOZO;

f) That the Plaintiff is, and during his lifetime Buck W. Crouch was, aware that the said mobile home and the subject real property it rests on is, and has been since the purchase of the mobile home, the address of SAMANTHA D. DELPOZO;

g) That all the Defendants are permanent and continued residents of the said mobile home, and in the case of ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO and SAMANTHA D. DELPOZO, have been since its purchase and placement on the subject real property;

h) That the Plaintiff is, and during his lifetime Buck W. Crouch was, aware that all the Defendants are and were permanent and continued residents of the said mobile home, and in the case of ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO and SAMANTHA D. DELPOZO, have or had been since its purchase and placement on the subject real property;

i) That with the exception of one year, ANGELA CROUCH DELPOZO has paid

the taxes on the subject real property since 1999; that she is disabled and exempted from taxes on the subject mobile home;

j) That the Plaintiff is, and during his lifetime Buck W. Crouch was, aware that with the exception of one year, ANGELA CROUCH DELPOZO paid the taxes on the subject real property since 1999; and that she is disabled and exempted from taxes on the subject mobile home;

k) That ANGELA CROUCH DELPOZO and LINO HOMERO DELPOZO have maintained and improved the subject real property since 1999 without aid from the Plaintiff or the Trust she administers;

l) That the Plaintiff is, and during his lifetime Buck W. Crouch was, aware that ANGELA CROUCH DELPOZO and LINO HOMERO DELPOZO have maintained and improved the subject real property since 1999 without aid from the Plaintiff or the Trust she administers.

12. In response to Paragraphs 25. thru 28., the Defendants crave reference to the records of the Magistrate's Court.
13. In response to Paragraph 29., reference is craved to the Trust Instrument.
14. In response to Paragraph 30., the said allegation is denied.

AS TO THE CAUSE FOR QUIET TITLE

15. All of the allegations herein and consistent with this Answer are restated by this reference, as fully as if set out herein.
16. On knowledge and information, the allegations of Paragraph 31. are directional only and require no response by the Defendants.
17. In response to Paragraph 32., the Defendants admit the Plaintiff's right to a determination of the title to the subject property and join in this claim.
18. The Defendants deny the other allegations of Paragraph 32.

AS TO THE CAUSE FOR DECLARATORY JUDGMENT

19. All of the allegations herein and consistent with this Answer are restated by this reference, as fully as if set out herein.
20. On knowledge and information, the allegations of Paragraph 33. are directional only and

require no response by the Defendants.

21. In response to Paragraphs 34. thru 36., the Defendants admit the Plaintiff's right to a declaratory judgment as to the rights claimed by the Plaintiff as to the subject property and join in this claim.

AS TO THE CAUSE FOR THE CAUSE OF POSSESSION OF THE REAL PROPERTY

22. All of the allegations herein and consistent with this Answer are restated by this reference, as fully as if set out herein.
23. On knowledge and information, the allegations of Paragraph 37. are directional only and require no response by the Defendants.
24. On knowledge and information, the allegations of Paragraph 38 are denied.
25. In affirmative response to this cause for possession, the Defendants assert the same to be inequitable.
26. In affirmative response to this cause for possession, and on knowledge and information, the Defendants assert the same to be barred by the doctrine of estoppel.
27. The Defendants ANGELA CROUCH DELPOZO, SAMANTHA D. DELPOZO and LINO HOMERO DELPOZO have relied upon the actions and inaction of the Plaintiff and of the Trust she administers in one or each of the following:

    a) in purchasing the mobile home,
    b) in placing the same permanently on the subject real property,
    c) in maintaining and improving the subject real property and the mobile home,
    d) in paying the taxes thereon,
    e) in allowing family members and friends to occupy the mobile home and the subject real property; and
    f) in generally treating the same as their property in ordering their affairs

28. On knowledge and information, the Plaintiff and the Trust she administers are equitably estopped by her and its actions and inaction referenced herein from any assertion of the Plaintiff's rights to enforce claims under law or equity.
29. In affirmative response to this cause for possession, and on knowledge and information, the Defendants assert the same to be barred by the doctrine of waiver.
30. On knowledge and information, the actions and inaction of the Plaintiff and of the Trust she

administers, in accepting, or failing to object to or prohibit, the actions of ANGELA CROUCH DELPOZO, SAMANTHA D. DELPOZO and LINO HOMERO DELPOZO, respectively:

a) in purchasing the mobile home,
b) in placing the same permanently on the subject real property,
c) in maintaining and improving the subject real property and the mobile home,
d) in paying the taxes thereon,
e) in allowing family members and friends to occupy the mobile home and the subject real property, and
f) in generally treating the same as their property in ordering their affairs.

31. On knowledge and information, the actions and inaction of the Plaintiff and of the Trust she administers in accepting, or failing to object or prohibit, the actions amounted to a voluntary and intentional relinquishment and waiver of any right she, or the Trust she administers, had in or to the possession of the subject real property or its fair use.

AS TO CAUSE FOR UNJUST ENRICHMENT

32. All of the allegations herein and consistent with this Answer are restated by this reference, as fully as if set out herein.
33. The Defendants ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO and ANDREW OLIVER have respectively occupied mobile homes belonging to ANGELA CROUCH DELPOZO and the subject real property it sits on, with the express and implied approval of SAMANTHA D. DELPOZO.
34. The Defendants ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO and SAMANTHA D. DELPOZO have occupied the mobile homes belonging to ANGELA CROUCH DELPOZO and the subject real property it sits on, since ca. 1999.
35. In affirmative response to this cause for possession, the Defendants assert the claim for unjust enrichment to be inequitable.

36. In affirmative defense to this cause for unjust enrichment, and on knowledge and information, the Defendants assert the same to be barred by the doctrine of estoppel.
37. The Defendants ANGELA CROUCH DELPOZO, SAMANTHA D. DELPOZO and LINO

HOMERO DELPOZO have respectively relied on the actions and inaction of the Plaintiff and the Trust she administers:

a) in purchasing the mobile home,
b) in placing the same permanently on the subject real property,
c) in maintaining and improving the subject real property and the mobile home,
d) in paying the taxes thereon,
e) in allowing family members and friends to occupy the mobile home and the subject real property, and
f) in generally treating the same as their property in ordering their affairs.

38. On knowledge and information, the Plaintiff and the Trust she administers are equitably estopped by her and its actions and inaction referenced herein from any assertion of the Plaintiff's rights to unjust enrichment.
39. In affirmative defense to this cause for unjust enrichment, and on knowledge and information, the Defendants assert the same to be barred by the doctrine of waiver.
40. On knowledge and information, the actions and inaction of the Plaintiff and of the Trust she administers, in accepting, or failing to object to or prohibit, the actions of ANGELA CROUCH DELPOZO, SAMANTHA D. DELPOZO and LINO HOMERO DELPOZO, respectively:

a) in failing to make any demand or state any position on which a claim for unjust enrichment could be based,
b) in purchasing the mobile home,
c) in placing the same permanently on the subject real property,
d) in maintaining and improving the subject real property and the mobile home,
e) in paying the taxes thereon,
f) in allowing family members and friends to occupy the mobile home and the subject real property; and
g) in generally treating the same as their property in ordering their affairs.

41. On knowledge and information, the actions and inaction of the Plaintiff and of the Trust she administers in accepting, or failing to object or prohibit, the actions amounted to a voluntary and intentional relinquishment and waiver of any right she, or the Trust she

administers, had to or involving unjust enrichment.

42. In affirmative defense to this cause for unjust enrichment, and on knowledge and information, the actions and inaction of the Plaintiff and of the Trust she administers as set out and referenced herein amount to an officious conferring of a benefit upon ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO and ANDREW OLIVER; as such, the benefit is question is not unjust in law or equity.

43. On knowledge and information, the claim for unjust enrichment herein is barred in whole or in part by the applicable Stature of Limitations.

COUNTERCLAIM: BREACH OF FIDUCIARY DUTY

44. All matters set out above, and consistent herewith, are realleged hereby as fully as if set out herein.
45. On knowledge and information, the referenced Samantha D. Delpozo Trust was instituted by the late Buck W. Crouch and MARY M. CROUCH as a part of their estate planning.
46. On knowledge and information, the said Samantha D. Delpozo Trust, and the contemporaneous financing and allowance of the placement of ANGELA CROUCH DELPOZO's mobile homes on the subject real property, were intended to be for the benefit of both SAMANTHA D. DELPOZO, ANGELA CROUCH DELPOZO, their families and their invitees.
47. On knowledge and information, the Plaintiff owes and owed the Defendants SAMANTHA D. DELPOZO and ANGELA CROUCH DELPOZO a duty or due care in the administration of the said Trust.
48. Since the death of Buck W. Crouch, and in her capacity as Trustee of the said Samantha D. Delpozo Trust, the Plaintiff has repeatedly attempted to evict SAMANTHA D. DELPOZO and ANGELA CROUCH DELPOZO, their family and invitees, from the subject real property which they occupy as their home.
49. Since the death of Buck W. Crouch, and in her capacity as Trustee of the said Samantha D. Delpozo Trust, the Plaintiff has harassed SAMANTHA D. DELPOZO and ANGELA CROUCH DELPOZO, their family and invitees, by continuing eviction actions and personal confrontations, demanding of the Defendants a total submission to her numerous and illogical demands.
50. As recited in the Complaint herein, such harassment and attempts at eviction have included

the Plaintiff's attempted extension of the said Trust from the time SAMANTHA D. DELPOZO turns twenty-five to a new date continuing her control until SAMANTHA D. DELPOZO is forty years of age.

51. On knowledge and information, the purpose of the extension of the term of the said Trust is intended to extend the Plaintiff's arbitrary control over the Defendants and their lives.
52. On knowledge and information, the above-referenced actions of the Plaintiff constitute a breach of the Plaintiff's fiduciary duties and obligations and violated her trust to the Defendants SAMANTHA D. DELPOZO and ANGELA CROUCH DELPOZO.
53. As result of the actions of the Plaintiff as set out and referenced herein, the Defendants have suffered monetary damages.
54. As result of the actions of the Plaintiff as set out and referenced herein, the Defendants have suffered emotional distress.
55. On knowledge and information, the Plaintiffs actions as set out and referenced herein were grossly negligent, willful, wanton and malicious.

ALTERNATIVE COUNTERCLAIM: PARTITION OF REAL ESTATE

In the alternative to the allegations set out and referenced above, the Defendants allege as follows:

56. All matters set out above, and consistent herewith, are realleged hereby as fully as if set out herein.
57. The Defendants ANGELA CROUCH DELPOZO and SAMANTHA D. DELPOZO claim an interest in the subject real property described as:

All that certain piece, parcel or lot of land lying, and being situate in the state of South Carolina, County of York, being designated as that certain 1.0 acre parcel on Survey entitled, "Samantha D. Delpozo" drawn by Terry W. Hucks, SRLS, of Hucks and Associates, Inc., on June 13, 1999, the same being recorded contemporaneously herewith.

This being the identical property conveyed to Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999 by Mary M. Crouch as Successor Trustee of the Samantha D. Delpozo Trust on Mary 11, 2021 and recorded Marcy 16, 2021 in Book 19084 Page 484-485.

Street Address of Property: 1162 Reservation Road, Rock Hill, S.C. 29732

Tax Map No. 766-00-00-019

58. The Defendants ANGELA CROUCH DELPOZO and SAMANTHA D. DELPOZO institute this action for partition of the subject real property against the Plaintiff, and for a declaration of their respective rights, status and legal relations, pursuant to S.C. Code § 15-53-20.
59. On knowledge and information, for the reasons set out and referenced herein and due to the status of the subject real property as a lot, the said property is not subject to fair and equitable partition in kind.
60. On knowledge and information, the parties herein are all persons who have or claim any interest which would be affected by the said declaration of rights, and no declaration shall prejudice the rights of persons not parties to the said proceeding, within the meaning of S.C. Code § 15-53-80.
61. On knowledge and information, and pursuant to S.C. Code § 15-61-20, a severance or partition of the subject real property will work no prejudice or hurt to any person or persons, their heirs or successors, other than such as are parties unto this partition action, their executors and assigns.
62. The Defendants ANGELA CROUCH DELPOZO and LINO HOMERO DELPOZO have expended sums for the improvement, upkeep and preservation of the property, for the investigation of this matter and the prosecution of this civil action, and for other necessary purposes.
63. On knowledge and information, and pursuant to S.C. Code § 15-61-110 and Rule 71(d)(3), S.C.R.C.P., the actions of the Defendants ANGELA CROUCH DELPOZO and LINO HOMERO DELPOZO, by and through their counsel, have, and will have, benefited all parties herein.
64. The Defendants ANGELA CROUCH DELPOZO and SAMANTHA D. DELPOZO do not wish to continue holding the property as a tenant in common with the other parties.
65. On knowledge and information, for the reasons set out and referenced herein, due to the status of the subject real property as a lot, the said property is not subject to fair and equitable partition in kind, and the Defendants ANGELA CROUCH DELPOZO and SAMANTHA D. DELPOZO are entitled to an order of this Court:

    a) Declaring the ownership of the subject real property;

    b) Declaring the existence and status of the named parties and of any other estates which may have ownership interests in the subject real property, including the existence

and status of the intestate heirs of any Estate having an interest therein;

c) Directing the division or sale of the said property upon reasonable terms and the distribution of the property and/or proceeds, pursuant to Rule 71, S.C.R.C.P. and any other applicable precedent; and

d) For any declaratory relief necessary to effect such partition and/or distribution.

66. Contemporaneously with this complaint, a notice of *Lis Pendens* of the subject real property has been filed with the Clerk of Court for York County as Case No. 2022-LP-46-00258.

ALTERNATIVE COUNTERCLAIM: BETTERMENTS

In the alternative to the allegations set out and referenced above, the Defendants allege as follows:

67. All matters set out above, and consistent herewith, are realleged hereby as fully as if set out herein.

68. On knowledge and information, and pursuant to S.C. Code § 27-27-10, in the event of final judgment in favor of the Plaintiff to recover the subject real property, and the Plaintiff, as one under whom he holds has purchased or acquired title to such real property, and who supposed at the time of acquisition such title to be good in fee, the Defendants ANGELA CROUCH DELPOZO and LINO HOMERO DELPOZO shall be entitled to recover of the Plaintiff the full value of all improvements made on the real property by the said Defendants, as provided in S.C. Code § 27-27-10 *et seq.*

69. On knowledge and information, and pursuant to S.C. Code § 27-27-50, in the event of final judgment in favor of the Plaintiff to recover the subject real property, the real property so recovered shall be held to respond to such judgment for betterments in the same manner and for the same time as if they had been attached on mesne process and such judgment for betterments shall be a lien on such land in preference to all other liens.

70. On knowledge and information, and pursuant to S.C. Code § 27-27-60, in the event of final judgment in favor of the Plaintiff to recover the subject real property, the Court shall direct a sale of the land recovered in ejectment on the following terms: That out of the proceeds of sale the Plaintiff in ejectment be paid the amount ascertained as the value of her land without improvements put thereon in good faith by the Defendants and the surplus, if any, be paid to the occupying claimant or his legal representative.

WHEREFORE, the Defendants pray:

AS TO THE COMPLAINT OF THE PLAINTIFF:

A. That the Complaint of Plaintiff be dismissed;

AS TO THE COUNTERCLAIM FOR BREACH OF FIDUCIARY DUTY:

B. That the Defendants be awarded their actual damages from the Plaintiff to be established at trial;

C. That the Defendants be awarded exemplary and punitive damages from the Plaintiff by reason of the Plaintiff's grossly negligent, willful, wanton and malicious actions as set out and referenced above;

AS TO THE ALTERNATIVE COUNTERCLAIM FOR PARTITION:

D. That this Court assume jurisdiction of this civil action and issue its Order:

i. Declaring the ownership of the subject real property;

ii. Declaring the existence and status of the named parties and of any other estates which may have ownership interests in the subject real property, including the existence and status of the intestate heirs of any Estate having an interest therein;

iii. Directing the division or sale of the said property upon reasonable terms and the distribution of the property and/or proceeds, pursuant to Rule 71, S.C.R.C.P. and any other applicable precedent;

iv. For any declaratory relief necessary to effect such partition and/or distribution; and

v. Awarding counsel for the Defendants their reasonable attorney's fees and costs herein.

AS TO THE ALTERNATIVE COUNTERCLAIM FOR BETTERMENTS:

E. That, pursuant to S.C. Code § 27-27-50, in the event of final judgment in favor of the Plaintiff to recover the subject real property, the real property so recovered shall be held to

respond to such judgment for betterments by the Defendant ANGELA CROUCH DELPOZO in the same manner and for the same time as if they had been attached on mesne process and such judgment for betterments be a lien on such land in preference to all other liens.

AS TO ALL DEFENSES AND CAUSES OR ACTION:

F. That the Defendants be awarded their costs herein;

G. That this Court include a prayer for any other relief to which the facts, either as plead or presented in evidence at trial, may allow; and

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

/s/ John Martin Foster
Attorney for Defendants
SC Bar No. 2086

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, SC 29730

Post Office Box 106
Rock Hill, SC 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

July 20, 2022

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

VERIFICATION

PERSONALLY appeared before me ANGELA CROUCH DELPOZO, who, being duly sworn, deposes and says that she is a Defendant in the foregoing civil action; that she has read the within Answer and Counterclaim; and that the facts stated therein are true of her own knowledge, except for those matters alleged therein on knowledge and information, and as to those, she believes them to be true.

ANGELA CROUCH DELPOZO

SWORN TO and subscribed before me
this day of July 30, 2022.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires:_____

JOHN MARTIN FOSTER
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 07-18-29

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

VERIFICATION

PERSONALLY appeared before me LINO DELPOZO, who, being duly sworn, deposes and says that he is a Defendant in the foregoing civil action; that he has read the within Answer and Counterclaim; and that the facts stated therein are true of his own knowledge, except for those matters alleged therein on knowledge and information, and as to those, he believes them to be true.

Lino Del Pozo
LINO DELPOZO

SWORN TO and subscribed before me
this day of July 20, 2022.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires:_____

JOHN MARTIN FOSTER
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 07-18-29

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

VERIFICATION

PERSONALLY appeared before me ANDREW OLIVER, who, being duly sworn, deposes and says that he is a Defendant in the foregoing civil action; that he has read the within Answer and Counterclaim; and that the facts stated therein are true of his own knowledge, except for those matters alleged therein on knowledge and information, and as to those, he believes them to be true.

ANDREW OLIVER

SWORN TO and subscribed before me
this day of July 20, 2022.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires:_____

JOHN MARTIN FOSTER
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 07-18-29

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

VERIFICATION

PERSONALLY appeared before me SAMANTHA D. DELPOZO, who, being duly sworn, deposes and says that she is a Defendant in the foregoing civil action; that she has read the within Answer and Counterclaim; and that the facts stated therein are true of her own knowledge, except for those matters alleged therein on knowledge and information, and as to those, she believes them to be true.

SAMANTHA D. DELPOZO

SWORN TO and subscribed before me
this day of July 18, 2022.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires:_____

JOHN MARTIN FOSTER
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 07-18-29

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**SIXTEENTH JUDICIAL CIRCUIT**
COUNTY OF YORK	)	**FILE NO. 22-CP-46-1846**
	)	
Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust	)	
	)	**REPLY**
Plaintiff,	)	
	)	
Vs.	)	
	)	
Angela Crouch Delpozo, Lino Homero Delpozo, Andrew Oliver, Samantha D. Delpozo, and all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,	)	
	)	
Defendants.	)	

NOW COMES Plaintiff replying to Defendants' Counterclaims as follows:

EACH AND EVERY ALLEGATION CONTAINED IN DEFENDANTS' COUNTERCLAIMS WHICH IS NOT SPECIFICALLY ADMITTED OR OTHERWISE RESPONDED TO HEREIN, INCLUDING DEFENDANTS' PRAYER FOR RELIEF, IS DENIED.

FOR A FIRST DEFENSE

AS TO THE COUNTERCLAIM – BREACH OF FIDUCIARY DUTY

44. Paragraph 44 is not an allegation of fact or law; accordingly, no response is required.

45. Paragraph 45 is admitted.

46. Paragraph 46 is denied.

47. As to Paragraph 47, it is admitted that Plaintiff, as Trustee, owes certain duties to Samantha D. Delpozo as Trust beneficiary. All allegations not specifically admitted

are denied. By way of further response, Plaintiff has complied with all duties and has not taken any action violative of her duties.

48. As to Paragraph 48, it is admitted that Plaintiff has attempted to evict all Defendants except Samantha D. Delpozo. All allegations not specifically admitted are denied.

49. Paragraph 49 is denied.

50. As to Paragraph 50, it is admitted that Plaintiff lawfully modified the Trust to extend Samantha D. Delpozo's distribution age to 40. All allegations not specifically admitted are denied.

51. Paragraph 51 is denied.

52. Paragraph 52 is denied.

53. Paragraph 53 is denied.

54. Paragraph 54 is denied.

55. Paragraph 55 is denied.

AS TO THE COUNTERCLAIM – PARTITION OF REAL PROPERTY

56. Paragraph 56 is not an allegation of fact or law; accordingly, no response is required.

57. As to Paragraph 57, it is admitted that Defendants are claiming an interest in the Real Property. All allegations not specifically admitted are denied. By way of further response, none of the Defendants have any legal ownership interest or equitable ownership interest in the Real Property.

58. It is admitted that Defendants are requesting this Court to declare their rights and statuses and to partition the Real Property. All allegations not specifically admitted are denied. By way of further response, Defendants have not adequately pled a

declaratory judgment action and have no interest in the Real Property which would warrant a partition.

59. Paragraph 59 is denied.

60. As to Paragraph 60, it is admitted that, to Plaintiff's knowledge, there are no additional parties, other than the parties to this legal action, that claim an interest in the Real Property. All allegations not specifically admitted are denied.

61. Paragraph 61 is denied.

62. Paragraph 62 is denied.

63. Paragraph 63 is denied.

64. As to Paragraph 64, Plaintiff is without sufficient information and knowledge to admit or deny; accordingly, denied.

65. Paragraph 65 is denied.

66. Paragraph 66 is admitted.

AS TO THE COUNTERCLAIM – BETTERMENTS

67. Paragraph 67 is not an allegation of fact or law; accordingly, no response is required.

68. As to Paragraph 68, it is admitted that S.C. Code Section 27-27-10 allows for the recovery of the value of improvements made to real property in good faith under certain circumstances. All allegations not specifically admitted are denied. By way of further response, Defendants misstate the law, have not acted in good faith, have not made any improvements to the Real Property, and are not entitled to any value for any improvements.

69. As to Paragraph 69, it is admitted that S.C. Code Section 27-27-10 allows for the recovery of the value of improvements made to real property in good faith under

certain circumstances. All allegations not specifically admitted are denied. By way of further response, Defendants misstate the law, have not acted in good faith, have not made any improvements to the Real Property, and are not entitled to any value for any improvements.

70. As to Paragraph 70, it is admitted that S.C. Code Section 27-27-10 allows for the recovery of the value of improvements made to real property in good faith under certain circumstances. All allegations not specifically admitted are denied. By way of further response, Defendants misstate the law, have not acted in good faith, have not made any improvements to the Real Property, and are not entitled to any value for any improvements.

FOR A SECOND DEFENSE

71. To the extent that they are not inconsistent with the pleadings herein, the above paragraphs are incorporated herein by reference as if fully set out.

72. Defendants have made no improvements to the Real Property.

73. If any improvements have been made, and they have not, the improvements have been made only to the mobile home, not the Real Property.

74. The mobile home is not affixed to the Real Property and does not add any value to the Real Property.

75. Plaintiff has consistently maintained the Real Property throughout the duration of Defendants' occupancy.

76. All Defendants have substance abuse problems, are openly verbally hostile to Plaintiff, routinely make profane gestures toward Plaintiff, and routinely make threatening statements and gestures to Plaintiff.

77. It is not in Samantha D. Delpozo's best interests for the other Defendants to continue to use and benefit from the Real Property.

78. Is it not in Samantha D. Delpozo's best interests for the other Defendants to continue to occupy the Real Property.

79. Defendants have only occupied the Real Property intermittently and have been evicted from previous places of residence.

FOR A THIRD DEFENSE AND BY WAY OF AFFIRMATIVE DEFENSE (ESTOPPEL)

80. To the extent that they are not inconsistent with the pleadings herein, the above paragraphs are incorporated herein by reference as if fully set out.

81. In light of the allegations above and in the Complaint, Defendants should be estopped from asserting any legal or equitable ownership interest in the Real Property or any claim for betterments.

FOR A FOURTH DEFENSE AND BY WAY OF AFFIRMATIVE DEFENSE (UNCLEAN HANDS)

82. To the extent that they are not inconsistent with the pleadings herein, the above paragraphs are incorporated herein by reference as if fully set out.

83. In light of the allegations above and in the Complaint, Defendants acted with unclean hands and therefore should be barred from recovering from Plaintiff.

FOR A FIFTH DEFENSE AND BY WAY OF AFFIRMATIVE DEFENSE (FAILURE TO MITIGATE DAMAGES)

84. To the extent that they are not inconsistent with the pleadings herein, the above paragraphs are incorporated herein by reference as if fully set out.

85. In light of the allegations above and in the Complaint, Defendants have failed to mitigate their damages.

FOR A SIXTH DEFENSE AND BY WAY OF AFFIRMATIVE DEFENSE (STATUTE OF LIMITATIONS)

86. To the extent that they are not inconsistent with the pleadings herein, the above paragraphs are incorporated herein by reference as if fully set out.

87. To the extent that Defendants' basis for any breach of fiduciary claim includes facts that occurred beyond the statute of limitations, Defendants' claims are time barred.

FOR A SEVENTH DEFENSE AND BY WAY OF AN AFFIRMATIVE DEFENSE (LACK OF STANDING / REAL PARTY IN INTEREST)

88. To the extent that they are not inconsistent with the pleadings herein, the above paragraphs are incorporated herein by reference as if fully set out.

89. Pursuant to SCRCP 17(a), all causes of action must be prosecuted in the name of the real party in interest.

90. As to Defendants' Claim for Breach of Fiduciary Duty, no Defendants other than Samantha D. Delpozo are the real party in interest and therefore they lack standing to bring this claim.

FOR AN EIGHTH DEFENSE AND BY WAY OF AFFIRMATIVE DEFENSE (FAILURE TO STATE FACTS SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION)

91. To the extent that they are not inconsistent with the pleadings herein, the above paragraphs are incorporated herein by reference as if fully set out.

92. Defendants have failed to state facts sufficient to constitute a cause of action; accordingly, they must be dismissed pursuant to SCRCP 12(b)(6).

FOR AN NINTH DEFENSE AND BY WAY OF AFFIRMATIVE DEFENSE (RESERVATION AND NON-WAIVER)

93. To the extent that they are not inconsistent with the pleadings herein, the above paragraphs are incorporated herein by reference as if fully set out.

94. Plaintiff expressly reserve her right to assert additional defenses, including affirmative defenses, as the need arises during the course of litigation.

MOTION TO DISMISS COUNTERCLAIMS

95. Plaintiff moves, pursuant to S.C.R.C.P. 12(b)(6), for this Court to enter an order dismissing Defendants' Counterclaims with prejudice for failure to state facts sufficient to constitute a cause of action.

AS TO BREACH OF FIDUCIARY DUTY

96. Plaintiff does not owe any fiduciary duty or any duty of care to any Defendants except Samantha D. Delpozo.

97. The conduct of Plaintiff which Defendants allege constitutes a breach of Plaintiff's fiduciary duties is untrue, but even if it were true, fails to constitute a breach of any fiduciary duties owed.

AS TO PARTITION

98. Defendants have failed to allege any ownership interest in the Real Property.

99. Defendants Angela Delpozo and Lino Delpozo do not own any legal or equitable interest in the Real Property and are not beneficiaries of the Trust that owns the Real Property.

100. Defendant Samantha D. Delpozo does not own any legal or equitable interest in the Real Property and only has beneficial rights to the Real Property within the terms of the Trust and within the control and discretion of the Trustee.

AS TO BETTERMENTS

101. At this time, there has been no judgment rendered in favor of Plaintiff.

102. Accordingly, Defendants lack standing to bring a claim for betterments.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the Court to inquire into the matters set forth herein and issue an Order as follows:

1. That the Defendants' Counterclaims be dismissed with prejudice in their entirety;
2. That Plaintiff be granted the original relief requested in her Complaint;
3. That all costs and fees associated with this action be taxed against Defendants Angela Delpozo, Lino Delpozo, and Andrew Oliver.
4. Such other and further relief as to the Court seems just and proper.

Respectfully submitted,

This 19th day of August 2022.

The Law Office of Rebecca McNerney PLLC

By: *<u>/s/ Rebecca McNerney</u>*
Rebecca T. McNerney
Attorney for Plaintiff
SC Bar # 76594
200 S Broome Street
Waxhaw, North Carolina 28173
Phone: (980) 300-0144
Email: rebecca@rebeccamcnerneylaw.com

CERTIFICATE OF SERVICE

I, Rebecca McNerney, Attorney for Plaintiff, certify that on the 19th day of August 2022, I served a copy of the attached Reply on Defendants through the SC E-Filing system and electronic mail as follows:

Martin Foster
Attorney for Defendants
Email: jmfoster@comporium.net

The Law Office of Rebecca McNerney PLLC

By: Rebecca McNerney
Rebecca T. McNerney
Attorney for Plaintiff
NC Bar # 42296
200 S. Broome Street
Waxhaw, NC 28173
Phone: 980-300-0144
Email: rebecca@rebeccamcnerneylaw.com

STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
FILE NO. 22-CP-46-1846

Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust

Plaintiff,

Vs.

Angela Crouch Delpozo, Lino Homero Delpozo, Andrew Oliver, Samantha D. Delpozo, and any and all other persons unknown claiming any right, title, interest in or lien upon the real estate described in the complaint herein,

Defendants.

PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT AND MEMORANDUM IN SUPPORT

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Plaintiff Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust ("Plaintiff"), hereby moves for final summary judgment as to all claims brought by and against Plaintiff.

INTRODUCTION

Plaintiff brought this action on June 20, 2022 seeking an Order declaring that Plaintiff, as Trustee, holds legal and equitable title to the real property located at 1162 Reservation Road, Rock Hill, South Carolina (hereinafter the "Property") and requiring Defendants to vacate and turn over possession of the Property to Plaintiff and to pay Plaintiff back rent for their use and occupancy of the Property since June 2022. Defendants filed their Answer and Counterclaim on July 20, 2022, followed by their Amended Answer and Counterclaim on July 21, 2022. In their Amended Answer, Defendants denied all allegations of Plaintiff's Complaint and raised the affirmative defense that they are entitled to ownership of the Property because Plaintiff is

equitably estopped to claim title to the Property. In their Counterclaim, they state claims against Plaintiff for breach of fiduciary duty, partition of the Property, and betterments.

THE PARTIES

1. Plaintiff is the Trustee of the Samantha D. Delpozo Trust (the "Trust").
2. Defendant Angela Crouch Delpozo is Plaintiff's daughter and the mother of Samantha D. Delpozo ("Mrs. Delpozo").
3. Defendant Samantha D. Delpozo is Plaintiff's granddaughter, the Trust beneficiary and is an adult ("Samantha").
4. Defendant Lino Homero Delpozo is Mrs. Delpozo's husband or former husband ("Mr. Delpozo").
5. Defendant Andrew Oliver is Samantha's boyfriend (the "Boyfriend").
6. Buck W. Crouch, deceased, was the Plaintiff's husband, father of Mrs. Delpozo, and grandfather of Samantha ("Grandfather").

STATEMENT OF UNDISUPUTED MATERIAL FACTS

7. On June 25, 1999, Plaintiff and Grandfather created the Trust for the benefit of Samantha. (Trust, Exhibit A.)
8. Samantha was born in 1998.
9. Pursuant to the terms of the Trust, Plaintiff and Grandfather were the Grantors, Grandfather was designated Trustee, and Plaintiff was designated successor trustee. (Exhibit A.)
10. On June 25, 1999, Grandfather and Plaintiff transferred title to the Property to Grandfather, as Trustee of the Samantha D. Delpozo Trust. (Deed, attached as Exhibit C.)

11. The Trust Agreement gives the Trustee the authority "to rent or lease any property of the trust for the time and upon the terms and for the price or prices as in his discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiary . . ." (Ex. A., Trust, par. 7(a).)

12. In approximately 1999, Plaintiff and Grandfather allowed Mr. and Mrs. Delpozo to place a single-wide mobile home on the Property and to reside in that mobile home with Samantha. (Defendants' Amended Answer, par. 11(a).)

13. In 2002, Grandfather and Plaintiff permitted Mr. and Mrs. Delpozo to place a larger mobile home on the Property. *Id.*

14. At all material times, Mrs. Delpozo has been the title owner of the mobile home located on the Property. (Defendants' Answer, par. 11.(c))

15. For all tax years between 1999 and 2019, Mr. Delpozo and/or Mrs. Delpozo paid the property tax for the mobile home(s) which were located on the Property. (Defendants' Answer, par. 11.(i).)

16. For all tax years between 1999 and 2019 (with the possible exception of one year), Mr. Delpozo and/or Mrs. Delpozo paid the real estate taxes for the Property. (Defendants' Amended Answer, par. 11(i).)

17. For all tax years between 2010 and 2019, Mr. Delpozo and/or Mrs. Delpozo paid the real estate taxes for the Property with actual knowledge that the Property was held in the name of "Crouch Buck W. as Trustee."

18. Mr. and Mrs. Delpozo made the following modifications to the Property:

    a) 2009 - installation of storage building;

    b) May 2010 – kitchen cabinetry;

c) April and May 2010 – patio and yard work;

d) June 2010 - installation of an above ground pool on the property;

e) February 2010 – installation of gas logs;

f) June 2011 – well drilling and installation of septic tank;

g) Unknown date – installation of porch;

h) May 2010 – concrete patio;

i) Unknown date – cyclone fence;

j) Unknown date – brick underpinning;

(Defendants' Discovery Responses Exhibit D)[1]

19. All modifications made by Mr. Delpozo and Mrs. Delpozo were made with knowledge and awareness by Mr. and Mrs. Delpozo that title to the Property at the time the modifications were made was held by the Trustee of the Trust.

20. Grandfather died on April 1, 2019, when Samantha was 22 years old. (Ex. B.)

21. From the original placement of the mobile home in 1999 through the date of his death, Grandfather, in the exercise of the discretion given to him as Trustee, allowed Mrs. Delpozo and her husband and Samantha to reside on the Property and, for the best interest of Samantha, as beneficiary, chose not to require the Delpozos to pay rent for such occupancy of the Property. (Ex. B.)

22. On April 1, 2019, when Grandfather died, pursuant to the terms of the Trust, Plaintiff became Trustee. (Ex. A.)

[1] In their responses to Interrogatories, Defendants characterized these modifications as "improvements." (Defendants' Answers to Plaintiff's Interrogatories and Requests for Production," attached as Ex. D.) Plaintiff would point out, first, that some of the modifications were to the mobile home, which is Angela Delpozo's personal property, separate from the real property, which Plaintiff has requested to be removed. Secondly, the term "improvements" refers to "new construction, reconstruction, major additions to the boundaries of a property or structure, remodeling, or renovation and rehabilitation of a property. *See S.C. Code § 12-37-3130.* Any modifications made by Defendants do not qualify as "improvements."

23. In June 2020, Plaintiff, in the exercise of her discretion given to her as Trustee, requested that all Defendants except Samantha vacate the Property. (Ex. B.)

24. On March 11, 2021 Plaintiff exercised her reserved right to extend the Trust extending the distribution age for Samantha Delpozo until such time as she reaches the age of 40. (Extension of Trust, attached as Exhibit E.)

25. Because Plaintiff became the Successor Trustee upon Grandfather's death, on March 11, 2021, Plaintiff executed a deed conveying the Property to herself as Trustee. (March 11, 2021 Deed, attached as Exhibit F)

26. On May 22, 2022, Plaintiff filed an Affidavit and Application for Notice to Quit Premises, naming Mrs. Delpozo, Mr. Delpozo and Boyfriend as defendants. (Ex. G - eviction documents)

27. Defendants Mrs. Delpozo, Mr. Delpozo and Boyfriend have refused Plaintiff's requests that they and each and every one of them vacate the Property. (Ex B.)

28. For purposes of this Motion only, Plaintiff accepts the truth of Defendants' assertion that "all of the Defendants are permanent and continued residents of said mobile home, and in the case of Angela Crouch Delpozo, Lino Homero Delpozo and Samantha D. Delpozo, have been since its purchase and placement on the subject real property." (Defendants' Amended Answer, par. 11(g).)

INTRODUCTION

The parties agree that the title to the Property is, and at all times since 1999 has been, in the name of the trustees or the trustee of the Trust. (Deeds, Ex. C and F) Under South Carolina law, the title owner has the right as title owner to evict Defendants from the property. S.C. Code

§ 27-37-10. [2] Defendants argue that Plaintiff is barred by estoppel, specifically equitable estoppel, from asserting her right to eject them from the Property because of alleged "actions and inactions" on her part with respect to the Property (Defendants' Amended Answer, par. 28.) Plaintiff is entitled to final summary judgment as to her first three causes of action – quiet title, declaratory judgment, and recovery of possession of the Property because the undisputed facts show that no conduct on the part of Plaintiff amounted to a false representation or concealment of material fact and, therefore, Defendants cannot prevail on their defenses of equitable estoppel or waiver.

As to Defendants' counterclaims, Plaintiff is also entitled to final summary judgment first, because, as to all Defendants other than Samantha, Plaintiff owed no fiduciary duty as a matter of law. Second, as to Samantha, the Trust gave Plaintiff as trustee the discretionary authority to act with respect to the Property and the undisputed facts establish that Plaintiff, as trustee, has acted solely in the best interests of Samantha. With respect to Defendants' claims for partition and betterments, they have failed to plead, and cannot prove, the requisite elements of these causes of action and the claims must fail as a matter of law.

I. Plaintiff holds title to the Property, she is not equitably estopped from asserting all rights concomitant with her right of ownership and she has not waived her right to claim ownership of the Property.

A. Plaintiff is not equitably estopped from asserting all rights of ownership of the Property.

The party asserting estoppel bears the burdens of proving all of its elements. *Morgan v. S.C. Budget & Control Bd.*, 377 S.C. 313, 659 S.E.2d 263 (S.C.App. 2008), citing *Estes v. Roper Temp. Servs.*, 304 S.C. 120, 122, 403 S.E.2d 157, 158 (Ct.App.1991).

[2] *See* S.C. Code § 62-7-815, providing that a trustee has "all powers over trust property which an unmarried competent owner has over individually owned property."

In *Rodarte v. Univ. of S.C.*, 799 S.C. 912, 419 S.C. 592 (S.C. 2017), the South Carolina Supreme Court set forth the elements of equitable estoppel. The party claiming estoppel must prove on the part of the party claimed to be estopped: "(1) conduct which amounts to a false representation, or conduct which is calculated to convey the impression that the facts are otherwise than, and inconsistent with, those which the party subsequently attempts to assert; (2) the intention that such conduct shall be acted upon by the other party; and (3) actual or constructive knowledge of the real facts." *Id.*, 799 S.C. at 917, quoting *Strickland v. Strickland*, 375 S.C. 76, 84, 650 S.E.2d 465, 470 (2007). Under *Rodarte*, the party asserting estoppel must also show, on her or her own part: "(1) lack of knowledge, and the means of knowledge, of the truth as to the facts in question; (2) reliance upon the conduct of the party estopped; and (3) a prejudicial change of position in reliance on the conduct of the party being estopped." *Id.*

Here, Defendants cannot meet the first requirement. Defendants assert that Plaintiff somehow led them to believe that the property had been transferred to them or that they, or any one of them, came to own some interest in the property. Plaintiff, however, never took any conduct which amounted to a false representation or which is calculated to convey the impression that title to the Property was at any times in Defendants or in any one of them.

In their Amended Answer and in support of their affirmative defense of equitable estoppel, Defendants include the following factual assertions, all of which Plaintiff accepts as true, for argument's sake, and only, for purposes of this Motion:

a) The mobile homes placed on the property were placed there with the knowledge and permission of Plaintiff and her husband and such mobile homes were paid for by Mrs. Delpozo and are or were titled in her name.

b) Defendants have resided on the Real Property continuously since the purchases of the mobile homes.

c) Defendants, or some of them, have paid the real estate taxes on the Real Property with the exception of one year and Defendants, or some of them, have paid all required taxes on the mobile homes.

(Defendants' Amended Answer, par. 11.)

Defendants produced discovery responses showing that Mr. and Mrs. Delpozo made various modifications to the Property. They rely also on their payment of the mobile home and real estate taxes in support of the defense of equitable estoppel. Defendants ignore, however, that it was they, not Plaintiff, that made the modifications and paid the taxes. Since they were paying the real estate taxes charged by the state and county to Grandfather, as Trustee of the Property, they knew when they made the modifications and when they paid the taxes that the Property belonged to the Trust. Their actions, therefore, cannot constitute "false representations" by Plaintiff that she intended ownership of the Property to transfer to Defendants or any one of them, that the Trust relinquished ownership of the Property to them or as any other conduct by Plaintiff which could be construed as conveying any intent on her part to transfer, then or at any future time, ownership of the property to Defendants or to anyone of them.

To the contrary, the actions of Plaintiff and Grandfather at all times demonstrated the opposite intent. Plaintiff and her husband created the Trust in June 1999, at which time Samantha was only ten months old. In creating the Trust, the Grantors were "mindful" of her age and they were "desirous and seeing that management of her property [be] in good and capable hands." (Ex. A.) The expressed purpose of the Trust was "to provide for the care, support and general welfare" of Samantha. (Ex. A.)

Plaintiff and Grandfather never amended the terms of the Trust at any time before his death in April 2019, at which time Samantha was 21 years old. Grandfather and Plaintiff were fully aware, at all times before his death, of all the "modifications" that Defendants had made to the Property[3] and were aware that taxes on the mobile home and property were being paid by Mrs. and Mr. Delpozo. This knowledge, however, did not prompt the Grantors/Settlors to choose to substitute Mrs. Delpozo as trustee or co-trustee or to convey title of the Property to her or to her husband. As late as April 2019, therefore, the Trust Grantors continued to manifest their continuing desire that the management of the property be "in good and capable hands," that is, their own.

Plaintiff continued to demonstrate this intent after Grandfather's death. On March 22. 2021, two years after his death, she exercised her reserved right to extend the Trust, extending the date of the Trust distribution, that is, the conveyance of the Property to Samantha, until Samantha's fortieth birthday. Her decision to extend the duration of the Trust is in flat contradiction to Defendant's assertion that Plaintiff led Defendants to believe that they or some of them owned the Property.

By their reference in their Amended Answer to Plaintiff's asserted "inactions" in the face of Defendants' payment for modifications and of the taxes on the Property, Defendants appear to be arguing that Plaintiff is estopped to claim ownership by her silence. Estoppel by silence can arise where a person who owes a duty to speak refrains from so and thereby leads the other to believe in the existence of an erroneous state of facts. *Southern Development Land and Golf Co., Ltd. v. South Carolina Public Service Authority*, 311 S.C.29, 426 S.E.2d 748, 751 (S.C. 1992). If there is a duty on the party charged with estoppel by silence to disclose the true facts,

[3] Plaintiff would note that all modifications were apparently made in 2011 or earlier.

the party charging estoppel must prove intent to deceive. *Id.* In the absence of such duty, a negligent failure to disclose may suffice. *Id.* In either case, there must first be a duty to speak the true facts to each party claiming estoppel.

Whether a duty exists is a question of law for the courts. *Doe v. Greenville County Sch. Dist.*, 375 S.C. 63, 72 , 651 S.E.2d 305, 309 (S.C. 2007). Further, a motion for summary judgment on the basis of an absence of duty is also a question of law for the court. *Id., citing Oblachinski v. Reynolds*, 391 S.C. 557, 560, 706 S.E.2d 844, 845 (2011).

Here, Plaintiff owed no duty whatsoever to any Defendant other than Samantha. Initially, Plaintiff is statutorily charged with administering the Trust *solely* in the best interests of Samantha, as the sole beneficiary. *Yates v. Yates*, 292 S.C. 49, 51, 354 S.E.2d 800, 801 (S.C.App. 1987). Mr. and Mrs. Delpozo may be the natural parents of Samantha but they enjoy no legal or equitable relationship with the Trust or Plaintiff, as trustee of the Trust. It goes without saying that Boyfriend enjoys no legal or equitable relationship to the Trust.

"A duty to disclose arises from a pre-existing, definite relationship between the parties." *Turpin v. Lowther*, 404 S.C. 581, 591, 745 S.E.2d 397, 402 (S.C.App. 2013); *see also Pitts v. Jackson Nat'l Life Ins. Co.*, 352 S.C. 319, 333, 574 S.E.2d 502 (S.C.App. 2002) (because no fiduciary relationship existed between applicant for insurance and insurance company, insurance company had no duty to disclose to applicant the fact that she might qualify for a better policy). Because no legal relationship existed at any time between Plaintiff and the other Defendants, Plaintiff owed them no duty to say anything to them about their modifications or the ownership of the Property and they have no basis for a claim to ownership of the Property based on estoppel by silence.

With respect to Samantha, Plaintiff, as Trustee, owed and continues to owe her only the duty to disclose "all known information that is significant and material." *Moore v. Moore*, 360 S.C. 241, 251, 599 S.E.2d 467, 472 (S.C.App. 2004). If Samantha's interest in the Property had changed in any way during the existence of the Trust, including the diminution in her ownership interest by transfer of partial ownership to any of the other Defendants, information of such change would have been "significant and material." Samantha, as the Trust beneficiary, would have been entitled to notice from Plaintiff of such diminution in interest. No such change, however, occurred; the Trust as originally created entitled her to 100% ownership of the Property upon attainment of her twenty-fifth birthday and under the Plaintiff's extension of the Trust, she will gain ownership upon her fortieth birthday. Since Plaintiff did not fail to disclose to Samantha any "significant and material" information, Samantha cannot prevail on her claim for estoppel by silence.

The undisputed facts show that Plaintiff has never taken any action or failed to take any action that amounts to a false representation concerning ownership of the Property. These facts also conclusively establish the absence of any conduct on Plaintiff's part which was taken to convey the impression that ownership of the Property had transferred to any of the Defendants. The undisputed evidence similarly fails to establish the other two elements of equitable estoppel: (1) an intent on Plaintiff's part that Defendants act as if the Property belonged or would belong to them and (2) actual or constructive knowledge by Plaintiff that the Property belonged to or would belong to Defendants. Therefore, Plaintiff is entitled to summary judgment on Defendants' defense of equitable estoppel.

B. Plaintiff did not waive her right to assert ownership of the Property.

Defendants rely on the same assumed facts – the modifications they made to the Property - in support of their affirmative defense of waiver. Waiver is "the voluntary and intentional relinquishment or abandonment of a known right." *Strickland v. Strickland*, 650 S.E.2d 465, 471, 375 S.C. 76 (S.C. 2007); *Parker v. Parker*, 313 S.C. 482, 443 S.E.2d 388, 391 (S.C. 1994). Waiver requires the party, here Plaintiff, to have known of a right, and known that she was abandoning that right. *Strickland, supra*, 650 S.E.2d at 471. Certainly, Plaintiff at all times knew of her right, as Trustee, to ownership of the Property but there are no facts supporting the conclusion that she has abandoned that right. As noted above, the essential terms of the Trust – the Trust Property, the identity of the Trustees, and the identity of the sole beneficiary – remained at all times, and continue to remain today, the same. Just as with Defendants' defense of equitable estoppel, actions taken by Defendants cannot be construed as action by or knowledge by Plaintiff of a waiver by Plaintiff of the Trustee's ownership of the Property.

II. Plaintiff is entitled to back rent for Defendants' occupancy of the Property since June 2020 under a theory of unjust enrichment and the statute of limitations does not bar this claim.

The Trust Agreement gives the trustee the authority to lease the property and, concomitantly, the power to end such lease and to evict any tenant. Plaintiff's cause of action for unjust enrichment seeks payment by Defendants, other than Samantha, of back rent accruing since June 2020, the month after she requested that they vacate the premises. Defendants' affirmative defenses of estoppel, waiver and "harassment" to Plaintiff's claim for back rent apparently rely upon the Trustees' failure since 1999 to collect rent from Mr. and Mrs. Delpozo. Defendants ignore, however, that Plaintiff seeks compensation for rent owed only since June 2020, at which time Defendants, other than Samantha, were placed on notice of their eviction

from the property. Given her demand that they vacate the Property, the defenses of estoppel and waiver must fail.

The "harassment" of which Defendants complain was, in fact, Plaintiff exercising her authority under the Trust to protect the Trust assets by removing Defendants other than Samantha from the Property. She protected the Property through her "continuing eviction actions" and her extension of the Trust from Samantha's twenty-fifth until her fortieth birthday.

Given this undisputed evidence, Plaintiff is entitled to final summary judgment and is entitled to an Order declaring that she holds legal and equitable title to the Property, all Defendants except Samantha must vacate and turn over possession of the Property to her and that all Defendants except Samantha must compensate her for the full rental value of their occupancy of Trust Property since June 2020.

As to Defendants' assertion of the statute of limitations as a defense, initially, this defense does not apply as a matter of law to an equitable claim for unjust enrichment. *Thomerson v. DeVito*, 430 S.C. 246, 844 S.E.2d 378 (S.C. 2020) (holding laches, not the statute of limitations, applies to equitable claims). More importantly, however, Plaintiff seeks recovery of back rent from the Defendants other than Samantha only since May 2020. She filed the Petition in June 2022 and certainly a filing of a claim for unpaid back rent only two years since the incurrence of the rent has been filed within a "reasonable time." *See Palmetto Co. v. McMahon*, 395 S.C. 1, 2, 716 S.E.2d 329 (S.C.App. 2001) (S.C. Code § 15-3-530(1), three year statute of limitations for action upon a contract, applies to a claim for unpaid rent).

III. Only Samantha, as the Trust beneficiary, can state a claim for breach of fiduciary duty and since Plaintiff has at all times acted to protect the Trust assets, Plaintiff is entitled to summary judgment as to all claims included in Defendants' Counterclaim.

Defendants purport to state three causes of action against Plaintiff in their Counterclaim: Breach of fiduciary duty, partition of real estate and betterments. Plaintiff moves for summary judgment on the breach of fiduciary claim on the grounds that she owed a fiduciary duty only as to Samantha and that the evidence shows that she has not breached that duty. As to Defendants' claims for breach of fiduciary duty and partition, these claims fail to state a claim against Plaintiff as a matter of law.

Defendants' claim for breach of fiduciary duty is based on allegations that the "Trust, and the contemporaneous financing and allowance of the placement of [Mrs. Delpozo's] mobile homes on the subject Property, were intended to be for the benefit of . . . Samantha, Mrs. Delpozo, and their families and invitees." Additionally, they claim, Plaintiff has "harassed them" and "attempted to evict them." Based on these facts, Defendants allege, first, that Plaintiff owes both Samantha and Mrs. Delpozo a duty of care in the administration of the Trust and, secondly, that she has breached that duty of care. (Amended Answer, par. 46 and 47.)

The Trust itself, however, identifies the only beneficiary – Samantha. (Ex. A.) It also states its sole purpose "to provide for the care, support and general welfare of Samantha, a minor." (Ex. A., par. 2.) Plaintiff, as trustee, owes and at all material times owed, a duty solely to Samantha. Therefore, the other Defendants have no cause of action against Plaintiff for breach of fiduciary duty.

Further, as to Samantha's claim, the Trust empowers Plaintiff, as trustee, "to provide for the care, support and general welfare of Samantha." (Ex. A.) Plaintiff is empowered "to hold and continue to hold as an investment the property, so long as [s]he deems proper." Grandfather, until his death in April 2019, and Plaintiff thereafter, exercised their discretion to allow Samantha to live on the property with her parents and to permit her parents to live in their mobile

home with no payment of rent to the Trust. As Samantha grew older, Plaintiff remain charged with the duty to provide for Samantha's "care, support and general welfare" and she retained the discretion to use the Trust assets, that is, the Property, in a way that would best serve those purposes. How Plaintiff chooses to use the Property to serve those purposes must be left to her sole discretion, as long as there is no abuse of such discretion.

In support of the claim for breach of fiduciary duty, Defendants allege in their Counterclaim that "Plaintiff has repeatedly attempted to evict Samantha" and "has harassed Samantha . . . by continuing eviction actions and personal confrontations, demanding of the Defendants a total submission to her numerous and illogical demands." (Amended Answer, par. 48 – 49.) When asked in Interrogatories to provide factual examples supporting the allegations of "harassment" and "illogical demands," Defendants cited primarily actions taken by Plaintiff, in her individual capacity, towards Mrs. Delpozo and/or the other Defendants besides Samantha, persons to whom Plaintiff, as Trustee, owes no fiduciary relationship

As to Defendants' characterization of Plaintiff's attempt to evict them as "harassment," Plaintiff's attempts to evict have been directed only at the Defendants other than Samantha. (Ex. B and Ex. G) Plaintiff has never requested that Samantha vacate the Property. Finally, to the extent that Samantha would argue that Plaintiff's extension of the Trust until Samantha's fortieth birthday constitutes a breach of the fiduciary duty owed to Samantha, the Trust itself reserved to Plaintiff the express authority to so extend the distribution. (Ex. A., Trust Distributions.) Clearly, Defendants' claims of "harassment" carry no legal weight.

The South Carolina Supreme Court described the broad discretionary power accorded a trustee in the case of *Estate of Stevens v. Lutch*, 365 S.C. 427, 617 S.E.2d 736, 738 (S.C. 2005):

> When determining the extent of a trustee's discretionary power, courts should keep in mind that the allocation of discretionary authority 'is done of a desire to obtain the trustee's honest judgment, perhaps even to the exclusion of the judgment of the court.' 76 Am.Jur.2d *Trusts* § 346 (1992). The mere fact that 'if the discretion had been conferred upon the court, [it]would have exercised the power differently is not a sufficient reason for interfering with the exercise of the power by the trustee.

Id., quoting *Page v. Page*, 243 S.C. 312, 315, 133 S.E.2d 829, 832 (S.C. 1963).

The Property can be used in two ways – a place upon which Samantha can continue to reside or, alternatively, as a means of generating income for the Trust through sale or rental to a third party after Mrs. Delpozo's mobile home has been removed. Samantha's interests are served, perhaps equally, by both options. While Defendants, including Samantha herself, may argue that the first option is in Samantha's better interest, because she is provided a place to live, it is Plaintiff's right, indeed obligation, to make the decision which Plaintiff feels is in Samantha's best interest. It is up to Plaintiff to decide whether the better use of the Trust Property is to allow Samantha, alone, to continue to reside on the property or, instead, to sell or rent the Property to a third party to produce income for Samantha's future needs. Plaintiff has firmly decided already that it is <u>not</u> in Samantha's best interests for third parties to continue to reside on the Property as they wish and neither Defendants nor this Court has the legal authority to question Plaintiff's decision as to how the Trust Property is used to benefit Samantha. *See Page*, *supra*, 243 S.C. at 316, 133 S.E.2d at 832 (Court cannot substitute its discretion for that of the trustee).

Because Plaintiff's decision not to allow third parties to continue to benefit from the Trust Property or to produce income for the Trust is in no way an abuse of the discretion accorded her as Trustee, Plaintiff is entitled to summary judgment on Samantha's claim for breach of fiduciary duty.

Defendants' second cause of action in their Counterclaim is for partition of the property. This claim, however, presupposes that Plaintiff and Defendants hold joint title to the Property. *See* S.C. Code Ann. § 15-61-10(A) (allowing "joint tenants and tenants in common" to request partition of " . . . lands, tenements and hereditaments"); S.C. Code Ann. § 15-61-50 (allowing the court of common pleas to order the partition of "real and personal estates held in joint tenancy or in common"). Because Defendants hold no cognizable legal or equitable interest in the Property, and title has been at all times in the name of the Trust, summary judgment in Plaintiff's favor is appropriate on Defendants' partition claim.

The third counterclaim asserted by Defendants is for betterments, pursuant to S.C. Code Ann. § 27-27-10. In order to prevail on this claim, however, Defendants must allege and prove that they were "in possession under an honest belief of ownership." *Shumaker v. Shumaker*, 234 S.C. 421, 425, 109 S.E.2d 682, 685 (S.C. 1959); *see also Reaves v. Stone*, 231 S.C. 628, 633, 99 S.E.2d 729, 732 (S.C. 1957) (party claiming under betterments statute must establish that at the time the betterments were made, he believed that he was the rightful owner of the property). At the time Defendants made the modifications, they paid the real estate taxes on behalf of the trustee and thus were fully aware that the property was held in the name of Grandfather, as Trustee. Defendants cannot establish that they had an honest belief that the Property was rightfully theirs at the time they made the modifications and, therefore, Plaintiff is entitled to summary judgment as to this claim.

Conclusion

The undisputed facts establish that Plaintiff holds title to the Property and that she, and Grandfather, as the trustee prior to his death, never took any actions to lead Defendants or any one of them to believe that ownership of the Property had transferred to them. Further,

Defendants' counterclaims fail as a matter of law. Therefore, Plaintiff is entitled to final summary judgment in her favor as to all claims in her Complaint and all counterclaims in Defendants' Answers, and to entry of an Order declaring her to be owner of the Property, and declaring her rights to make decisions about the Property to include requiring Defendants to vacate the Property, and compelling Defendants other than Samantha to make payment to Plaintiff of back rent since June 2020.

Respectfully submitted,

This 3rd day of April 2023.

The Law Office of Rebecca McNerney PLLC

By: Rebecca McNerney
Rebecca McNerney
Attorney for Plaintiff
SC Bar # 76594
200 S. Broom Street
Waxhaw, North Carolina 28173
Phone: (980) 300-0144
Email: rebecca@rebeccamcnerneylaw.com

Certificate of Service

I, Rebecca McNerney, Attorney for Plaintiff Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust, do certify that on the 3rd day of April 2023, I served a copy of the attached Plaintiff's Motion For Summary Judgment and Memorandum in Support as follows:

By Electronic Mail

John Martin Foster
jmfoster@comporium.net

The Law Office of Rebecca McNerney PLLC

By: Rebecca McNerney
Rebecca McNerney
Attorney for Plaintiff Mary Crouch
SC Bar # 76595
200 S. Broome Street
Waxhaw, North Carolina 28173
Phone: (980) 300-0144
Email: rebecca@rebeccamcnerneylaw.com

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust,	]	
	]	MEMO IN OPPOSITION TO
Plaintiff,	]	
v.	]	MOTION FOR SUMMARY JUDGMENT
	]	
ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,	]	C.A. No. 2022-CP-46-01846
Defendants.	]	

The Defendant has conducted one deposition, and responded to the Plaintiff's discovery requests. No Scheduling Order has been issued herein. The Defendants are pursuing discovery. The requested Deposition of ANGELA DELPOZO has not occurred due to her medical conditions.

Our Supreme Court has held:

> "In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." *David v. McLeod Reg'l Med. Ctr.*, 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006).
> [*Evening Post Publ'g Co.* v. *Berkeley County Sch. Dist.*, 392 S.C. 76, 82, 708 S.E.2d 745, 748 (S.C. 2011)]

Our Court of Appeals has held:

> The purpose of summary judgment is to expedite the disposition of a case that does not require the services of a factfinder. *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003). "Summary judgment is a drastic remedy and must not be granted until the opposing party has had a full and fair opportunity to complete discovery." *Id.* at 69, 580 S.E.2d at 439. "Summary judgment is not appropriate when further inquiry into the facts

of the case is desirable to clarify the application of the law." *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 378, 534 S.E.2d 688, 692 (2000).

[*Gary* v. *Askew*, 417 S.C. 232, 239, 789 S.E.2d 94, 98 (Ct.App. 2016), *reh'g denied* (Aug 17, 2016)]

Discovery in this matter is not complete. Summary Judgment is not properly before this Court.

In the alternative., the following facts are set out from the Verified Amended Answer and Counterclaims, and from their responses to discovery:

The property at 1162 Reservation Road is owned by a trust for SAMANTHA DELPOZO. The Defendants ANGELA CROUCH DELPOZO and LINO HOMERO DELPOZO, have lived at 1162 Reservation Road since 1999. The Defendant SAMANTHA DELPOZO has lived at the same address address since 2000. Since 2012, SAMANTHA DELPOZO has been determined to be disabled and receives a government checi.

The Defendant Andrew Oliver has lived at 1162 Reservation Road since 2021.

ANGELA DELPOZO has owned and placed mobile homes on, and maintained on, the subject real property since 1999, as well as providing care for and maintenance of the surrounding area are improvements of the said property during that time. She has paid the taxds on the mobile homes since 1999 and the taxes on the real, trust property until last year.

The Defendant ANGELA DELPOZO has installed a swimming pool, brick underpining, a brick front porch, a separate shop and shed, a back porch, steps, a storage building, a cyclone fence, a well and septic tank and has remodeled the kitchen on the subject property.

The Defendants allege that the Plaintiff has continually complained of the Defendants to the police and the Animal Control officers; and that she has concocted stories of animal abuse by the Defendant ANGELA DELPOZO.

"§ 62-7-801. Duty to administer trust

Upon acceptance of a trusteeship, the trustee shall administer the trust in good faith, in accordance with its terms and purposes and the interests of the beneficiaries, and in accordance with this article.

The Defendants allege that the Plaintiff has come onto the said property without invitation; that she has attempted, and continues to attempt, to evict the Defendants without good cause and in bad faith.

The Defendants allege that the Plaintiff has attempted to control all aspects of the Defendants' lives, (especially that of ANGELA DELPOZO), including their use of the subject real property.

The Defendants would note that the Complaint herein seeks to evict SAMANTHA DELPOZO as well as the other Defendants; insofar as the said Trust is intended for the benefit of SAMANTHA DELPOZO (which the Defendants understands to be established by the law of Trusts), no further factual response is required. Insofar as the other Defendants occupy the subject real property, they do so with the consent of Samantha Delpozo, the trust beneficiary.

S.C. Code § 62-7-801. states the duties of a trustee:

> Upon acceptance of a trusteeship, the trustee shall administer the trust in good faith, in accordance with its terms and purposes and the interests of the beneficiaries, and in accordance with this article.

The Record discloses no good faith basis for the eviction of the Defendants from their home. Even as an argument, this would be a matter involving factual issues, as to which summary judgment is not appropriate.

/s/John Martin Foster
Attorney for Defendants

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S.C. 29730

Post Office Box 106
Rock Hill, SC 29731-6106

803-324-8100
803-324-8109: Fax
jmfoster@comporium.net

August 15, 2023

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust,	]	
	]	NOTICE and MOTION:
Plaintiff,	]	
v.	]	TO ALTER OR AMEND JUDGMENT
	]	
ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,	]	Pursuant to: Rule 59(a), S.C.R.C.P.
	]	C.A. No. 2022-CP-46-01846
Defendants.	]	

To: The Plaintiff and
Rebecca T. McNerney
Attorney for Plaintiff
SC Bar No. 76594
200 S. Broome Street
Waxhaw, NC 28173
980 300-0144
rebecca@rebeccamcnerneylaw.com

You or your attorney should appear before this Court to present evidence or argument, if any you have, relating to the Motion herein, as follows:

DATE AND TIME: To be set by the Clerk of the Court, or as soon thereafter as counsel may be heard.

PLACE: York County Historic Courthouse
2 South Congress Street
York, South Carolina 29745,
or at such other place as the Court may designate

Pursuant to Rule 59(a), S.C.R.C.P., the Defendant moves this Court:

For an Order reopening the Order of this Court filed August 29th, 2023, a copy of which was received by the Movant by e-filing on that date, amending the findings of fact and

conclusions of law or making new findings and conclusions, and directing the entry of a new Order; and

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

on the grounds that the Order of the Court is contrary to law and on the following bases:

1. The Defendants have no claim or interest in the subject real property. (Conclusion of Law 12.)
2. The Court may sustain an equitable right against the legal right and either suspend the enforcement of the legal title or decree that it shall be considered as held in trust for the benefit of the one having equitable title. In this case, Angela Crouch Delpozo has an equitable right, as established by the verified Complaint. If those equities are made out, the Court will always require them to be satisfied before the legal title will be enforced. *Miles* v. *Wise*, 32 S.C.Eq. (11 Rich.) 536 (1860); 27 AM.JUR.2D *Equity* § 63 (1994).
3. Equity and equitable defenses have been plead In this case. Their establishment are matters of fact for the jury to pass on, even though a final equitable decision will be that of the Court.

4. The Circuit Court held that there was no legal basis for the Defendants' claim for betterments. (Conclusion of Law 16.)
5. S.C. Code § 27-27-10 provides, in relevant part:

> After final judgment in favor of the plaintiff in an action to recover lands and tenements, if the defendant has . . . taken a lease thereof or those under whom he holds have purchased or acquired a title to such lands and tenements or taken a lease thereof, supposing at the time of such purchase or acquisition . . . such lease to convey and secure the title and interest therein expressed, such defendant shall be entitled to recover of the plaintiff in such action the full value of all improvements made upon such land by such defendant or those under whom he claims, in the manner provided in this chapter.

4. The Defendant Angela Crouch Delpozo maintains that her presence, and that of her mobile home, on the subject real property amounted to a lease, and allowed her the remedies allowed by the South Carolina betterment statutes.

5. S.C. Code § 27-27-70 provides, in relevant part:

> In any action for the recovery of lands and tenements, whether such action be denominated legal or equitable, the defendant who may have made improvements or betterments on such land, believing at the time he made such improvements or betterments that his title thereto was good in fee, may set up in his answer a claim against the plaintiff for so much money as the land has been increased in value in consequence of the improvements so made and the defendant may also set up a claim against the plaintiff for so much money as the land has been increased in value in consequence of improvements or betterments made by any person under or through whom he claims, if it be shown that the defendant actually believed he was taking a good title in fee simple thereto at the time of the alleged taking thereof.

6. The Defendant Angela Crouch Delpozo maintains that her dealings with the Plaintiff and her late father show an intent to create an estate plan under which she and her daughter would acquire an interest in the subject real property and a permanent home.
7. As in *Coggins* v. *Mckinney*, 112 S.C. 270, 99 S.E. 844 (1919), Angela Crouch Delpozo, as the tenant of the trust, placed the mobile home and thus erected the improvements with the knowledge and consent of the owners, and with no intention by her to make the owners a gift of the improvements. Angela Crouch Delpozo erected the improvements in good faith, with the knowledge and consent of the owner, and with the intention of enjoying them in the event she came to be the owner.
8. Under the holding in *Coggins* and related precedent, Angela Crouch Delpozo is entitled, in the alternative to S.C. Code § 27-27-10, to so much money as the land has been increased in value in consequence of the improvements so made and may also set up a claim against the plaintiff for so much money as the land has been increased in value in consequence of improvements or betterment.

Counsel for the Movants has not consulted with any oppos12 pting Counsel or attempted in good faith to resolve the matter contained in this Motion by reason of the dispositive nature thereof.

The basis for this Motion is the applicable law and rules of procedure, the above-cited Rules and Statutes, the records of these civil actions, and any Supporting Memorandum which

the Movants may submit herein.

Respectfully submitted,

/s/ John Martin Foster
Attorney for Defendants
SC Bar No. 2086

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, SC 29730

Post Office Box 106
Rock Hill, SC 29731-6109

803 324-8100
803-324-8109: Fax
jmfoster349@gmail.com

September 8, 2023

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF YORK	]]	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust, Plaintiff, v. ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein, Defendants.	]]]]]]]]]]]]]]]]]	CERTIFICATE OF SERVICE C.A. No. 2022-CP-46-01846

The undersigned certifies that he has served the following pleadings or documents in the above-captioned and numbered civil action:

Notice and Motion Pursuant to Rule 59(a)(1), S.C.R.C.P.; and
This Certificate of Service

by depositing the same with the United States mail, with sufficient first class postage attached, properly addressed to the clerk of the Court, and with a copy also directed to the respective last known address(es) of those attorney(s) and/or persons set out below; or

by serving the following lawyers admitted to practice law in this state using the lawyer's primary e-mail address listed in the Attorney Information System, as allowed by Section (e) of the Order of the Supreme Court entitled "Re: Operation of the Trial Courts During the Corornavirus Emergency (As Amended effective February 4, 2022)".

Rebecca T. McNerney
Attorney for Plaintiff
200 S. Broome Street
Waxhaw, NC 28173
rebecca@rebeccamcnerneylaw.com

/s/ John Martin Foster
Attorney for Defendants
223 East Main Street, Suite 520
Post Office Box 106
Rock Hill, SC 29731-6109
803 324-8100
803-324-8109: Fax
jmfoster@comporium.net

September 8, 2023

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF YORK	]]	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
HALL BUILDING INFORMATION GROUP, LLC, Plaintiff, vs. RAYMOND A. ELBERTSE, Defendant.	]]]]]]]]]	CERTIFICATE OF SERVICE CA No: 09-CP-46-1053

The undersigned, counsel for Defendant in the civil actions above, hereby certifies that on September 8, 2023, he served copies of the following pleadings or documents in the above-captioned and numbered civil action:

Notice and Motion to Alter or Amend Judgment Pursuant to Rule 59(a), S.C.R.C.P.; and This Certificate of Service

the original of which Motion and Certificate were sent to be filed with the Clerk of the Court for the Court named above, by depositing the same with the United States Postal Service on the date above, with sufficient postage affixed and directed to the respective last known address(es) of those attorney(s) and/or persons set out below, as follows:

J. Cameron Halford
Halford & Niemiec Law Firm, LLP
238 Rockmont Drive
Fort Mill, SC 29708

John Martin Foster

John Martin Foster
Attorney for Defendant

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, SC 29730

Post Office Box 106
Rock Hill, SC 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

September 8, 2023

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust, Plaintiff,	]	ANSWERS TO PLAINTIFFS'
v.	]	INTERROGATORIES AND
ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein, Defendants.	]	REQUESTS FOR PRODUCTION C.A. No. 2022-CP-46-01846

To: The Plaintiff and
Rebecca T. McNerney
Attorney for Plaintiff
SC Bar No. 76594
200 S. Broome Street
Waxhaw, NC 28173
980 300-0144
rebecca@rebeccamcnerneylaw.com

GENERAL OBJECTIONS

1. By responding to Plaintiff's Interrogatories, Requests for Production and Requests to Admit, the Defendants do not concede that the same seek information and documents that are relevant to the parties' claims or defenses in this litigation nor reasonably calculated to lead to the discovery of admissible evidence. The Defendants reserve both the right to object to further discovery concerning the subject matter of the Plaintiff's Interrogatories, Requests for Production and Requests to Admit, and the right to object to the introduction of evidence of any responses to Defendants' responses thereto at trial.

2. The Defendants' responses to the Plaintiff's Interrogatories, Requests for Production and Requests to Admit are made without in any way waiving or intending to waive, but, on the contrary, preserving or intending to preserve the following rights:

   a. The right to object to the use of the information provided in any subsequent proceedings or the trial of this or any other action on the grounds, including, but not limited to, authenticity, relevancy, materiality, privilege and admissibility; and

b. The right to object on any ground at any time to other discovery requests involving the information provided and/or the subject-matter thereof.

3. The Defendants object to each Interrogatory, Request for Production or Request to Admit that seeks information protected from discovery under the attorney-client privilege, the attorney work product doctrine, the South Carolina and/or the Federal Rules of Civil Procedure, the Federal Rules of Evidence and/or any other applicable statute or law.

4. The Defendants object to each Interrogatory, Request for Production or Request to Admit that calls for the disclosure of information prepared in anticipation of litigation or trial.

5. The Defendants object to any Interrogatory, Request for Production or Request to Admit that calls for the identification or disclosure of any information reflecting the mental impressions, conclusions, opinions, or legal theories of any attorney or representative of any Defendant.

6. The Defendants object to each Interrogatory or Request for Production that fails to describe the information sought with reasonable particularity or assumes facts not established, or which form a legal conclusion not yet established by any party upon which the Plaintiff would bear the burden of proof.

7. The Defendants object to any Interrogatory, Request for Production or Request to Admit that is: (a) unreasonably cumulative or duplicative; (b) seeks information obtainable from some other source that is more convenient, less burdensome or less expensive including the Plaintiffs' own personal files or records, and or (c) otherwise constitutes an abuse of discovery under the South Carolina Rules of Civil Procedure.

8. Without waiving the objections set for the above and subject to the limitations stated above and below, the Defendants here provide non-privileged information believed to be responsive to the Plaintiff's Interrogatories, Requests for Production or Requests to Admit that has been uncovered by reasonable investigation. The Defendants reserve the right to supplement their responses to the Plaintiff's Interrogatories, Requests for Production and Requests to Admit from time to time in the event that the Defendants discover additional responsive information.

INTERROGATORIES

1. If any Defendants are improperly identified, give the proper identification and state whether Counsel will accept service of an amended summons and pleading reflecting the correct information.

   ANSWER: The Defendants are properly identified and counsel for the same has accepted service of pleadings.

2. Identify all Persons known to Defendants or Defendants' Counsel that may have information or knowledge concerning the facts of the case, the allegations in the Complaint and Answer/Counterclaims and Reply, and with information or knowledge as to the character of Defendants; indicate whether written or recorded statements have been taken from the witnesses; and indicate who has possession of such statements.

ANSWER:

Angela Delpozo
c/o Attorney for Defendants

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of her mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 4. below and supplied herewith.

Lino Homero Delpozo
c/o Attorney for Defendants

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 4. below and supplied herewith.

Samantha Delpozo
c/o Attorney for Defendants

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 4. below and supplied herewith.

Andrew Oliver
c/o Attorney for Defendants

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Mary Martin Crouch
c/o Attorney for Plaintiff

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Cathy Hessenthaler
3613 Mt. Holly Road
Edgemoor, SC 29712

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Walter Wallace
4324 Poverty Hills Lane
Catawba, SC 29704

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Kelly Totherow
3222 Mt. Holly Road
Rock Hill, SC 29730

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Lee and Donna Aaron
112 Bianca Court
Rock Hill, SC 29730

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

3. For each Person identified in response to the immediately preceding interrogatory, describe the subject matter and factual substance of each such Person's knowledge.

ANSWER:

The Requesting Party is referred to the responses to Interrogatory 2. above.

4. Identify all Persons that Defendants intend to call as witnesses at trial and provide a summary of their intended testimony.

ANSWER:

The Requesting Party is referred to the responses to Interrogator 2. above.

5. List the names and addresses of any expert witnesses whom Defendants propose to use as a witness at the trial of the case, state the subject matter on which the expert is expected to testify, and state the substance of the facts and opinions to which the expert is expected to testify, together with a summary of the grounds for each opinion.

ANSWER:

The Defendants expect to call persons who have appraised the subject real estate and the mobile home thereon. Their identity is unknown at this time. The basis for their opinion will be their investigation of the worth of the matter above and their expertise in appraisals. Upon engagement, they will be disclosed.

6. Identify with particularity all improvements Defendants allege to have made to the Real Property and/or to the mobile home; indicate whether the improvements were made to the Real Property or the mobile home; indicate the estimated value of the improvements.

ANSWER:

The existence and placement of the mobile home(s) that Angela Delpozo has placed on, and maintained on, the subject real property, as well as her care for and maintenance of the surrounding area are improvements of the said property; the value of the same would require an appraisal of the whole property. While Angela Delpozo has the right to estimate these figures, they are more appropriately the province of an appraiser.

The Defendant Angela Delpozo has installed a swimming pool, brick underpining, a brick front porch, a separate shop and shed, a back porch, steps, a storage building, a cyclone fence, a well and septic tank and has remodeled the kitchen on the subject property.

7. Explain with particularity all the ways in which and the dates that Defendants allege that Plaintiff has harassed the Defendants, their family, and their invitees.

ANSWER:

The Plaintiff has continually complained of the Defendants to the police and the Animal Control officers. She has concocted stories of animal abuse by the Defendant Angela Delpozo.

She has come onto the said property without invitation.

She has attempted, and continues to attempt, to evict the Defendants without good cause and in bad faith.

She has uprooted trees on the subject real property planted by the Defendants.

She has assaulted Angela Delpozo and acted in a manner threatening physical violence.

She has ignored and undercut the intent of the Trust made to Samantha Delpozo.

She has attempted to control all aspects of the Defendants' lives, (especially that of Angela Delpozo), including their use of the subject real property.

The above actions have been continuous over the past years. Insofar as these incidents can be dated, the Defendants must refer to the police and animal control records, and to the Magistrates pleadings preceding this civil action. On knowledge and information, the document are either a) within the possession of the Requesting Party, b) included in the documents produced pursuant to discovery, or c) obtainable from some other source that is more convenient, less burdensome or less expensive including the Plaintiffs' own personal files or records

8. Describe with particularity all of Plaintiff's "illogical demands" as alleged in the Answer/Counterclaims.

ANSWER:

The Requesting Party is referred to the responses to Interrogatory 7. and the pleadings herein.

9. Provide the method by which and the date that Angela Delpozo repaid Buck W. Crouch and/or Plaintiff for the mobile home.

ANSWER:

The payments were made to Buck Wayne Crouch by Angela Delpozo. Most payments were in the form of cash.

10. List every residence (including without limitation houses, trailers, mobile homes, apartments, rooms in a third party's house, tents, shelters, or any type of housing) occupied by Defendants as a residence (either permanent or temporary) from January 1, 1999 through the Present.

ANSWER:

The Defendant Angela Delpozo has lived at 1162 Reservation Road since the beginning of the period indicated.

The Defendant Lino Homero Delpozo has lived at the same address durnng that period.

The Defendant Samantha Delpozo has lived at the same address address since 2000.

The Defendant Andrew Oliver has lived at 1081 Reservation Road from 1992 until 2021; since then he has lived at 1162 Reservation Road.

11. Provide the date that Angela Delpozo was determined disabled by any government entity or medical provider and provide the specific disability diagnosis.

ANSWER:

Ca. 2012

12. Explain with particularity which of Plaintiff's actions or inactions or which of the Trust's actions or inactions Defendants relied upon to purchase the mobile home, placing the mobile home on the Real Property, maintaining and improving the Real Property, maintaining or improving the mobile home, paying the taxes on the mobile home, paying the taxes on the Real Property, allowing family and friends to occupy the Real Property, and treating the Real Property as their property in ordering their affairs.

ANSWER:

The response is adequately set out herein and in the Responding Parties' Amended Answer and Counterclaim.

13. Explain the factual and legal basis for asserting that Plaintiff owes any duty of care to any Defendants other than Samantha Delpozo.

ANSWER:

To the extent such Interrogatory is a proper discovery request, the response is adequately set out herein and in the Responding Parties' Amended Answer and Counterclaim.

14. Explain the factual and legal basis for asserting that the Trust and/or Trust property were intended to be for the benefit of any Defendants except Samantha Delpozo.

ANSWER:

The Defendants would note that the Complaint herein seeks to evict Samantha Delpozo as well as the other Defendants; insofar as the said Trust is intended for the benefit of Samantha Delpozo (which the Responding Party understands to be established by the law of Trusts), no further factual response is required. Insofar as the other Defendants occupy

the subject real property, they do so with the consent of Samantha Delpozo, the trust beneficiary.

15. List any and all damages, with specificity and amounts, claimed by Defendants in this action.

ANSWER:

The damages claimed are those set out and referenced in the pleadings. Their amount will depend upon the costs of the Plaintiff's past attempts to evict the Defendants, the costs of this civil action and any costs attendant upon the judgment issued herein.

16. Provide the basis, with specificity, for alleging that Plaintiff acted grossly negligent, willful, wanton, and malicious.

ANSWER:

The response is adequately set out herein and in the Responding Parties' Amended Answer and Counterclaim.

17. Identify any and all substances (including without limitation illegal substances, marijuana, narcotics for which Defendants do not have a prescription, regulated medication for which Defendants do not have a prescription, and alcohol that Defendants have consumed and/or used within the last 12 months, and indicate how often the substances are consumed and/or used.

ANSWER:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, is (as applicable) barred on Fifth Amendment grounds, and is an abuse of discovery.

18. Identify all places of employment and dates of employment for all Defendants for the past two years.

ANSWER:

Angela Delpozo: Unemployed

Lino Homero Delpozo: Bowaters (or successor) Power Plant Maintenance

Samantha Delpozo: AtABowl (sp.?) Arrangement; private housecleaning; food delivery

Andrew Oliver: Dredgit (sp.?) (subcontractor for Bowaters or successor); Bowaters (or successor) Power Plant Maintenance

19. Identify all sources of income for all Defendants for the past two years.

ANSWER:

Disability for Angela Delpozo; employment for other Defendants.

20. List all arrests/criminal charges, regardless of whether the arrest resulted in a criminal conviction, for all Defendants for the past 10 years, and indicate whether the arrest/criminal charge resulted in a conviction.

ANSWER:

Angela Delpozo:

Aug 1, 2012 Speeding 10/mi or less Darlington, SC Hartsville Magistrate Case F711685

Andrew Oliver:

Dec. 13, 2016 Possession Beer/wine by minor York Magistrate Case 4102P0403744 Fine

Possession Cigarette load York Magistrate Case 4102P0403745 Fine

July 25, 2018 Seatbelt Violation York/ Bethesda Magistrate

21. Provide the name of each Defendants' telephone providers (whether home or mobile), telephone numbers, or the name of the account owners and providers of the telephone numbers used by Defendants. This interrogatory includes all providers for all phones used by Defendants for the past two years.

ANSWER:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

22. List all social media accounts the Defendants used or owned, between the dates of January 1, 2020 through the Present, including the provider(s), user name(s), email address assigned to the account(s), site(s) for the page(s), and password(s).

ANSWER:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

23. List all email addresses/accounts the Defendants used between the dates of January 1, 2020 through the Present.

ANSWER:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

24. With regard to all correspondence, statements, photographs, films, videotapes, recordings, other graphic or audio records, and all other documents and materials designated in the requests for production of documents and materials below, and withheld by Defendants pursuant to a claim of privilege or immunity, please describe the nature of the documents not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable opposing counsel (and the Court) to assess the applicability of the alleged privilege or protection.

ANSWER:

The documents sought and not included or referenced in detail are described in the Interrogatory in question.

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents and records that Defendants believe proves or substantiates Defendants' allegations against Plaintiff, including without limitation that Plaintiff attempted to evict all Defendants, that Plaintiff harassed Defendants, and that Plaintiff made illogical demands to Defendants.

RESPONSE:

The Responding Parties include by mailing documents marked **Del 1 – 194.**

The Responding Parties also include, by e-mail attachment, those items in Pcss.

The Responding Parties include by reference all items produced by the Requesting Party in response to their discovery requests.

2. All documents and records that Defendants believe proves or substantiates that Defendants relied upon the actions or inactions of Plaintiff or that Plaintiff conferred a benefit upon Defendants post June 2020.

RESPONSE:

The Responding Parties refer the Requesting Parties to those items produced and referenced in their response to Request to Produce 1. above.

3. All documents and things identified, described or referred to in Defendants' Responses to Plaintiff's First Set of Interrogatories to Defendants in this matter.

RESPONSE:

The Responding Parties refer the Requesting Parties to those items produced and referenced in their response to Request to Produce 1. above.

4. A copy of each Defendants' Facebook profile and Facebook wall for the past two years.

RESPONSE:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

5. All communications between or among any Defendants, between January 1, 2020 through the Present, pertaining to the following:

- Mary Crouch, Plaintiff
- Brandy Thompson
- The Real Property
- The mobile home
- Illegal substances
- Regulated substances
- Alcohol
- This lawsuit
- Evictions or requests to leave a premises
- Court hearings/matters

RESPONSE:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

6. All communications between or among any Defendants and Plaintiff, between January 1, 2020 through the Present, pertaining to the following:

   - Mary Crouch, Plaintiff
   - Brandy Thompson
   - The Real Property
   - The mobile home
   - Illegal substances
   - Regulated substances
   - Alcohol
   - This lawsuit
   - Evictions or requests to leave a premises
   - Court hearings/matters

RESPONSE:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

7. Any and all financial records pertaining to the "improvements" Defendants claim to have made to the Real Property or mobile home.

RESPONSE:

Those items still extant are included among the document produced and referenced herein.

8. All employment discharge documents for any/all of Defendants' places of employment for the past two years.

RESPONSE:

Andrew Oliver was let go Dredgeit (sp.?) in June, 2022 as part of a replacement policy; no documents have been found.

9. A copy of the Defendants' criminal histories.

RESPONSE:

Those records available to the Defendants are included in the documents produced pursuant to Request to Produce 1.

10. Any and all of Defendant's social media activity, whether active or inactive, public or private, deleted or not, including without limitation wall postings/comments, replies, likes/dislikes, status updates, tweets, retweets, messages, photographs, videos, "friends" or similar contact lists, and online communications, including the time and date of the activity, on any social media website, including without limitation Facebook, Facebook Messenger, Myspace, Twitter, WhatsApp, Instagram, LinkedIn, Pinterest, YouTube, and Snapchat, from January 1, 2020 to the present that:

    a. refer or relate to the allegations set forth in the pleadings;
    b. refer or relate to the Real Property;
    c. refer or relate to the mobile home;
    d. refer or relate to Mary Crouch or Brandy Thompson
    e. refer or relate to the Defendants' employment
    f. refer or relate to illegal substances or regulated substances
    g. refer or relate to alcohol.

    RESPONSE:

    Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

    In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

11. Any and all documents or things not identified or referenced in response to Plaintiff's First Set of Interrogatories to Defendants and not specifically requested by the preceding Requests for Production of Documents but which are necessary to a complete understanding of any allegation, claim, contention, defense, or denial made in Defendants' Answer/Counterclaims.

    RESPONSE:

    This Request to Produce is objected to, in addition to those objections referenced, on the grounds that the same is a) vague, b) impinges upon the work-product of counsel for the responding party.

    In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

REQUESTS TO ADMIT

1. Admit that the Trust is a legally enforceable and valid document.

    RESPONSE:

    The Trust document is valid; the extent to which the same is enforceable as to this civil action is disputable, as stated in the pleadings of the Responding Parties.

2. Admit that the only beneficiary of the Trust is Samantha Delpozo.

RESPONSE:

The only named beneficiary is Samantha Delpozo.

3. Admit that Mary Crouch is the Trustee of the Trust.

RESPONSE:

Admitted.

4. Admit that the Trust is the owner of the Real Property.

RESPONSE:

The Responding Parties crave reference to the recorded Deeds and plats, and reference those matters set out in their Pleadings.

/s/John Martin Foster
Attorney for Defendants

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S.C. 29730

Post Office Box 106
Rock Hill, SC 29731-6106

803-324-8100
803-324-8109: Fax
jmfoster@comporium.net

September 30, 2022

Rock Hill, South Carolina

/home/jmfoster/Documents/Delpozo/AnsDiscDelpozo.odt

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust, Plaintiff,	]	AMENDED ANSWERS
v.	]	TO PLAINTIFFS'
ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein, Defendants.	]	INTERROGATORIES AND REQUESTS FOR PRODUCTION C.A. No. 2022-CP-46-01846

To: The Plaintiff and
Rebecca T. McNerney
Attorney for Plaintiff
SC Bar No. 76594
200 S. Broome Street
Waxhaw, NC 28173
980 300-0144
rebecca@rebeccamcnerneylaw.com

GENERAL OBJECTIONS

1. By responding to Plaintiff's Interrogatories, Requests for Production and Requests to Admit, the Defendants do not concede that the same seek information and documents that are relevant to the parties' claims or defenses in this litigation nor reasonably calculated to lead to the discovery of admissible evidence. The Defendants reserve both the right to object to further discovery concerning the subject matter of the Plaintiff's Interrogatories, Requests for Production and Requests to Admit, and the right to object to the introduction of evidence of any responses to Defendants' responses thereto at trial.

2. The Defendants' responses to the Plaintiff's Interrogatories, Requests for Production and Requests to Admit are made without in any way waiving or intending to waive, but, on the contrary, preserving or intending to preserve the following rights:

   a. The right to object to the use of the information provided in any subsequent proceedings or the trial of this or any other action on the grounds, including, but not limited to, authenticity, relevancy, materiality, privilege and admissibility; and

b. The right to object on any ground at any time to other discovery requests involving the information provided and/or the subject-matter thereof.

3. The Defendants object to each Interrogatory, Request for Production or Request to Admit that seeks information protected from discovery under the attorney-client privilege, the attorney work product doctrine, the South Carolina and/or the Federal Rules of Civil Procedure, the Federal Rules of Evidence and/or any other applicable statute or law.

4. The Defendants object to each Interrogatory, Request for Production or Request to Admit that calls for the disclosure of information prepared in anticipation of litigation or trial.

5. The Defendants object to any Interrogatory, Request for Production or Request to Admit that calls for the identification or disclosure of any information reflecting the mental impressions, conclusions, opinions, or legal theories of any attorney or representative of any Defendant.

6. The Defendants object to each Interrogatory or Request for Production that fails to describe the information sought with reasonable particularity or assumes facts not established, or which form a legal conclusion not yet established by any party upon which the Plaintiff would bear the burden of proof.

7. The Defendants object to any Interrogatory, Request for Production or Request to Admit that is: (a) unreasonably cumulative or duplicative; (b) seeks information obtainable from some other source that is more convenient, less burdensome or less expensive including the Plaintiffs' own personal files or records, and or (c) otherwise constitutes an abuse of discovery under the South Carolina Rules of Civil Procedure.

8. Without waiving the objections set for the above and subject to the limitations stated above and below, the Defendants here provide non-privileged information believed to be responsive to the Plaintiff's Interrogatories, Requests for Production or Requests to Admit that has been uncovered by reasonable investigation. The Defendants reserve the right to supplement their responses to the Plaintiff's Interrogatories, Requests for Production and Requests to Admit from time to time in the event that the Defendants discover additional responsive information.

INTERROGATORIES

1. If any Defendants are improperly identified, give the proper identification and state whether Counsel will accept service of an amended summons and pleading reflecting the correct information.

   ANSWER: The Defendants are properly identified and counsel for the same has accepted service of pleadings.

2. Identify all Persons known to Defendants or Defendants' Counsel that may have information or knowledge concerning the facts of the case, the allegations in the Complaint and Answer/Counterclaims and Reply, and with information or knowledge as to the character of Defendants; indicate whether written or recorded statements have been taken from the witnesses; and indicate who has possession of such statements.

ANSWER:

Angela Delpozo
c/o Attorney for Defendants

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of her mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 4. below and supplied herewith.

Lino Homero Delpozo
c/o Attorney for Defendants

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 4. below and supplied herewith.

Samantha Delpozo
c/o Attorney for Defendants

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 4. below and supplied herewith.

Andrew Oliver
c/o Attorney for Defendants

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Mary Martin Crouch
c/o Attorney for Plaintiff

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Cathy Hessenthaler
3613 Mt. Holly Road
Edgemoor, SC 29712
803-398-7986

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Walter Wallace
4324 Poverty Hills Lane
Catawba, SC 29704
803-984-5837

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Kelly Totherow
3222 Mt. Holly Road
Rock Hill, SC 29730
803-616-1176

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

Lee and Donna Aaron
112 Bianca Court
Rock Hill, SC 29730
803-517-8573: Lee
803-984-9493: Donna

The person listed above is expected to testify to any dealings relating to or between the Defendants and/or the Plaintiff, or the deceased Buck Wayne Crouch; and to the purchase and use of the existing mobile homes on the subject real property.

No written statements other that those contained in the documents listed in response to Interrogatory 3. below and supplied herewith.

3. For each Person identified in response to the immediately preceding interrogatory, describe the subject matter and factual substance of each such Person's knowledge.

ANSWER:

The Requesting Party is referred to the responses to Interrogatory 2. above.

4. Identify all Persons that Defendants intend to call as witnesses at trial and provide a summary of their intended testimony.

ANSWER:

The Requesting Party is referred to the responses to Interrogator 2. above.

5. List the names and addresses of any expert witnesses whom Defendants propose to use as a witness at the trial of the case, state the subject matter on which the expert is expected to testify, and state the substance of the facts and opinions to which the expert is expected to testify, together with a summary of the grounds for each opinion.

ANSWER:

The Defendants expect to call persons who have appraised the subject real estate and the mobile home thereon. Their identity is unknown at this time. The basis for their opinion will be their investigation of the worth of the matter above and their expertise in appraisals. Upon engagement, they will be disclosed.

6. Identify with particularity all improvements Defendants allege to have made to the Real Property and/or to the mobile home; indicate whether the improvements were made to the Real Property or the mobile home; indicate the estimated value of the improvements.

ANSWER:

The existence and placement of the mobile home(s) that Angela Delpozo has placed on, and maintained on, the subject real property, as well as her care for and maintenance of the surrounding area are improvements of the said property; the value of the same would require an appraisal of the whole property. While Angela Delpozo has the right to estimate these figures, they are more appropriately the province of an appraiser.

The Defendant Angela Delpozo has installed a swimming pool, brick underpining, a brick front porch, a separate shop and shed, a back porch, steps, a storage building, a cyclone fence, a well and septic tank and has remodeled the kitchen on the subject property.

7. Explain with particularity all the ways in which and the dates that Defendants allege that Plaintiff has harassed the Defendants, their family, and their invitees.

ANSWER:

The Plaintiff has continually complained of the Defendants to the police and the Animal Control officers. She has concocted stories of animal abuse by the Defendant Angela Delpozo.

She has come onto the said property without invitation.

She has attempted, and continues to attempt, to evict the Defendants without good cause and in bad faith.

She has uprooted trees on the subject real property planted by the Defendants.

She has assaulted Angela Delpozo and acted in a manner threatening physical violence.

She has ignored and undercut the intent of the Trust made to Samantha Delpozo.

She has attempted to control all aspects of the Defendants' lives, (especially that of Angela Delpozo), including their use of the subject real property.

The above actions have been continuous over the past years. Insofar as these incidents can be dated, the Defendants must refer to the police and animal control records, and to the Magistrates pleadings preceding this civil action. On knowledge and information, the document are either a) within the possession of the Requesting Party, b) included in the documents produced pursuant to discovery, or c) obtainable from some other source that is more convenient, less burdensome or less expensive including the Plaintiffs' own personal files or records

8. Describe with particularity all of Plaintiff's "illogical demands" as alleged in the Answer/Counterclaims.

ANSWER:

The Requesting Party is referred to the responses to Interrogatory 7. and the pleadings herein.

9. Provide the method by which and the date that Angela Delpozo repaid Buck W. Crouch and/or Plaintiff for the mobile home.

ANSWER:

The payments were made to Buck Wayne Crouch by Angela Delpozo. Most payments were in the form of cash.

10. List every residence (including without limitation houses, trailers, mobile homes, apartments, rooms in a third party's house, tents, shelters, or any type of housing) occupied by Defendants as a residence (either permanent or temporary) from January 1, 1999 through the Present.

ANSWER:

The Defendant Angela Delpozo has lived at 1162 Reservation Road since the beginning of the period indicated.

The Defendant Lino Homero Delpozo has lived at the same address durnng that period.

The Defendant Samantha Delpozo has lived at the same address address since 2000.

The Defendant Andrew Oliver has lived at 1081 Reservation Road from 1992 until 2021; since then he has lived at 1162 Reservation Road.

11. Provide the date that Angela Delpozo was determined disabled by any government entity or medical provider and provide the specific disability diagnosis.

ANSWER:

Ca. 2012. Ms. Delpozo has had ca. 5 operations on her back, and as a result has been determined to be disabled.

12. Explain with particularity which of Plaintiff's actions or inactions or which of the Trust's actions or inactions Defendants relied upon to purchase the mobile home, placing the mobile home on the Real Property, maintaining and improving the Real Property, maintaining or improving the mobile home, paying the taxes on the mobile home, paying the taxes on the Real Property, allowing family and friends to occupy the Real Property, and treating the Real Property as their property in ordering their affairs.

ANSWER:

The response is adequately set out herein and in the Responding Parties' Amended Answer and Counterclaim. The Plaintiff was aware of the circumstances under which the mobile home was purchased, financed and place on the real property in question, and was and is aware of Ms. Delpozo's maintenance and improvement of the said mobile home, of Ms. Delpozo's payment of taxes, of her allowance of the use of the property, and of her treatment of the property as her own.

13. Explain the factual and legal basis for asserting that Plaintiff owes any duty of care to any Defendants other than Samantha Delpozo.

ANSWER:

To the extent such Interrogatory is a proper discovery request, the response is adequately set out herein and in the Responding Parties' Amended Answer and Counterclaim.

Without waiving the response above, the Defendants further note the requirement of the common law and of S.C. Code § 62-7-801 requiring that the trustee must act in good faith in the administration of the trust, meaning that she must act honestly and with undivided loyalty to the trust and to the interests of the beneficiary. The Defendants maintain the Plaintiffs actions and inaction are in violation of that duty, to their damage.

14. Explain the factual and legal basis for asserting that the Trust and/or Trust property were intended to be for the benefit of any Defendants except Samantha Delpozo.

ANSWER:

The Defendants would note that the Complaint herein seeks to evict Samantha Delpozo as well as the other Defendants; insofar as the said Trust is intended for the benefit of Samantha Delpozo (which the Responding Party understands to be established by the law of Trusts), no further factual response is required. Insofar as the other Defendants occupy the subject real property, they do so with the consent of Samantha Delpozo, the trust beneficiary.

Without waiving the response above, the Defendants further note the requirement of the common law and of S.C. Code § 62-7-801 requiring that the trustee must act in good faith in the administration of the trust, meaning that she must act honestly and with undivided loyalty to the trust and to the interests of the beneficiary. The Defendants maintain the Plaintiffs actions and inaction are in violation of that duty, to their damage.

15. List any and all damages, with specificity and amounts, claimed by Defendants in this action.

ANSWER:

The damages claimed are those set out and referenced in the pleadings. Their amount will depend upon calculation of the costs of the Plaintiff's past attempts to evict the Defendants, the costs of this civil action, including but not limited to, their reasonable attorneys fee and any costs attendant upon the judgment issued herein.

16. Provide the basis, with specificity, for alleging that Plaintiff acted grossly negligent, willful, wanton, and malicious.

ANSWER:

The response is adequately set out herein and in the Responding Parties' Amended Answer and Counterclaim.

Without waiving the response above, the Defendants further note the requirement of the common law and of S.C. Code § 62-7-801 requiring that the trustee must act in good faith in the administration of the trust, meaning that she must act honestly and with undivided loyalty to the trust and to the interests of the beneficiary. The Defendants maintain the Plaintiffs actions and inaction are in violation of that duty, to their damage.

17. Identify any and all substances (including without limitation illegal substances, marijuana, narcotics for which Defendants do not have a prescription, regulated medication for which Defendants do not have a prescription, and alcohol that Defendants have consumed and/or used within the last 12 months, and indicate how often the substances are consumed and/or used.

ANSWER:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, is (as applicable) barred on Fifth Amendment grounds, and is an abuse of discovery. The statement of counsel as to the effect of use in the past on criminal prosecution is not, to counsel's knowledge, accurate.

The Defendants are unable to supply a quantifiable statement as to their use of alcohol within the last 12 months, other than to say the same was within moderate limits.

18. Identify all places of employment and dates of employment for all Defendants for the past two years.

ANSWER:

Angela Delpozo: Unemployed

Lino Homero Delpozo: Bowaters (or successor) Power Plant Maintenance

Samantha Delpozo: AtABowl (sp.?) Arrangement; private housecleaning; food delivery

Andrew Oliver: Dredgit (sp.?) (subcontractor for Bowaters or successor); Bowaters (or successor) Power Plant Maintenance

19. Identify all sources of income for all Defendants for the past two years.

ANSWER:

Disability for Angela Delpozo; employment for other Defendants.

20. List all arrests/criminal charges, regardless of whether the arrest resulted in a criminal conviction, for all Defendants for the past 10 years, and indicate whether the arrest/criminal charge resulted in a conviction.

ANSWER:

<u>Angela Delpozo</u>:

Aug 1, 2012 Speeding 10/mi or less Darlington, SC Hartsville Magistrate Case F711685

<u>Andrew Oliver</u>:

Dec. 13, 2016 Possession Beer/wine by minor York Magistrate Case 4102P0403744 Fine

Possession Cigarette load York Magistrate Case 4102P0403745 Fine

July 25, 2018 Seatbelt Violation York/ Bethesda Magistrate

21. Provide the name of each Defendants' telephone providers (whether home or mobile), telephone numbers, or the name of the account owners and providers of the telephone numbers used by Defendants. This interrogatory includes all providers for all phones used by Defendants for the past two years.

ANSWER:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

22. List all social media accounts the Defendants used or owned, between the dates of January 1, 2020 through the Present, including the provider(s), user name(s), email address assigned to the account(s), site(s) for the page(s), and password(s).

ANSWER:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

23. List all email addresses/accounts the Defendants used between the dates of January 1, 2020 through the Present.

ANSWER:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

24. With regard to all correspondence, statements, photographs, films, videotapes, recordings, other graphic or audio records, and all other documents and materials

designated in the requests for production of documents and materials below, and withheld by Defendants pursuant to a claim of privilege or immunity, please describe the nature of the documents not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable opposing counsel (and the Court) to assess the applicability of the alleged privilege or protection.

ANSWER:

The documents sought and not included or referenced in detail are described in the Interrogatory in question.

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents and records that Defendants believe proves or substantiates Defendants' allegations against Plaintiff, including without limitation that Plaintiff attempted to evict all Defendants, that Plaintiff harassed Defendants, and that Plaintiff made illogical demands to Defendants.

RESPONSE:

The Responding Parties include by mailing documents marked **Del 1 – 194.**

The Responding Parties also include, by e-mail attachment, those items in Pcss.

The Responding Parties include by reference all items produced by the Requesting Party in response to their discovery requests.

2. All documents and records that Defendants believe proves or substantiates that Defendants relied upon the actions or inactions of Plaintiff or that Plaintiff conferred a benefit upon Defendants post June 2020.

RESPONSE:

The Responding Parties refer the Requesting Parties to those items produced and referenced in their response to Request to Produce 1. above. The Requesting Party is also referred to the response above as to the calculation of damages.

3. All documents and things identified, described or referred to in Defendants' Responses to Plaintiff's First Set of Interrogatories to Defendants in this matter.

RESPONSE:

The Responding Parties refer the Requesting Parties to those items produced and referenced in their response to Request to Produce 1. above.

4. A copy of each Defendants' Facebook profile and Facebook wall for the past two years.

RESPONSE:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

5. All communications between or among any Defendants, between January 1, 2020 through the Present, pertaining to the following:

- Mary Crouch, Plaintiff
- Brandy Thompson
- The Real Property
- The mobile home
- Illegal substances
- Regulated substances
- Alcohol
- This lawsuit
- Evictions or requests to leave a premises
- Court hearings/matters

RESPONSE:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

6. All communications between or among any Defendants and Plaintiff, between January 1, 2020 through the Present, pertaining to the following:

- Mary Crouch, Plaintiff
- Brandy Thompson
- The Real Property
- The mobile home
- Illegal substances
- Regulated substances

- Alcohol
- This lawsuit
- Evictions or requests to leave a premises
- Court hearings/matters

RESPONSE:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

7. Any and all financial records pertaining to the "improvements" Defendants claim to have made to the Real Property or mobile home.

RESPONSE:

Those items still extant are included among the document produced and referenced herein.

8. All employment discharge documents for any/all of Defendants' places of employment for the past two years.

RESPONSE:

Andrew Oliver was let go Dredgeit (sp.?) in June, 2022 as part of a replacement policy; no documents have been found.

9. A copy of the Defendants' criminal histories.

RESPONSE:

Those records available to the Defendants are included in the documents produced pursuant to Request to Produce 1.

10. Any and all of Defendant's social media activity, whether active or inactive, public or private, deleted or not, including without limitation wall postings/comments, replies, likes/dislikes, status updates, tweets, retweets, messages, photographs, videos, "friends" or similar contact lists, and online communications, including the time and date of the activity, on any social media website, including without limitation Facebook, Facebook Messenger, Myspace, Twitter, WhatsApp, Instagram, LinkedIn, Pinterest, YouTube, and Snapchat, from January 1, 2020 to the present that:

    a. refer or relate to the allegations set forth in the pleadings;
    b. refer or relate to the Real Property;
    c. refer or relate to the mobile home;
    d. refer or relate to Mary Crouch or Brandy Thompson

e. refer or relate to the Defendants' employment
f. refer or relate to illegal substances or regulated substances
g. refer or relate to alcohol.

RESPONSE:

Any response to this Interrogatory is refused on the ground that such information, if extant, will not lead to any matter relevant to this civil action, and is an abuse of discovery.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

11. Any and all documents or things not identified or referenced in response to Plaintiff's First Set of Interrogatories to Defendants and not specifically requested by the preceding Requests for Production of Documents but which are necessary to a complete understanding of any allegation, claim, contention, defense, or denial made in Defendants' Answer/Counterclaims.

RESPONSE:

This Request to Produce is objected to, in addition to those objections referenced, on the grounds that the same is a) vague, b) impinges upon the work-product of counsel for the responding party.

In the alternative and in the event a response should be ordered, the Responding Parties maintain their right to a Protective Order.

REQUESTS TO ADMIT

1. Admit that the Trust is a legally enforceable and valid document.

RESPONSE:

The Trust document is valid; the extent to which the same is enforceable as to this civil action is disputable, as stated in the pleadings of the Responding Parties.

2. Admit that the only beneficiary of the Trust is Samantha Delpozo.

RESPONSE:

The only named beneficiary is Samantha Delpozo.

3. Admit that Mary Crouch is the Trustee of the Trust.

RESPONSE:

Admitted.

4. Admit that the Trust is the owner of the Real Property.

RESPONSE:

The Responding Parties crave reference to the recorded Deeds and plats, and reference those matters set out in their Pleadings.

/s/John Martin Foster
Attorney for Defendants

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S.C. 29730

Post Office Box 106
Rock Hill, SC 29731-6106

803-324-8100
803-324-8109: Fax
jmfoster@comporium.net

November 18, 2022

Rock Hill, South Carolina

/home/jmfoster/Documents/Delpozo/AmdAnsDiscDelpozo.odt

Go gle Maps 1162 State Rd 188

← 1162 Reservation Rd

All Street View & 360°

Image capture Jun 2021 © 2021 Google

Go gle Maps Google

← 1162 Reservation Rd

All Street View & 360°

Street View - Jun 2022

Images captured Jun 2022 © 2022 Google

https://www.google.com/maps/place/1162+Reservation+Rd,+Rock+Hill,+SC+29730/@34.881282,-80.891672,3a,75y,127.85h,90t/data=!3m7!1e1!3m5!1sceSDzBHsaTAb9m4b9LZbAg!2e0!6shttps:%2F%2Fstreetviewpixels-pa.googleapis.com%2Fv1%2Fthumbnail%... 1/1

Del 2

YORK COUNTY ASSESSOR
Tax Map:
766-00-00-019
Date: 03/16/2021

YORK COUNTY, SC	
2021014777	DEED
RECORDING FEES	$15.00
STATE TAX	$0.00
COUNTY TAX	$0.00
03-15-2021	02:10:41 PM
BK:RB 19084	PG:484-485

RECORD AND RETURN TO:
Julia Childress Khaled, Attorney
Khaled Law Firm, PC
1430 Ebenezer Road, Suite 104
Rock Hill, South Carolina 29732

E H

Deed Prepared Only: No Responsibility Assumed for Certification of Title, Liens, Closing Transaction or Withholding Taxes on Payments to Non-Residents

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF YORK

NO TITLE SEARCH REQUESTED NOR PERFORMED

KNOW ALL MEN BY THESE PRESENTS THAT, I, **Mary M. Crouch as Successor Trustee of the Samantha D. Delpozo Trust,** herein referred to as Grantor in the State aforesaid, for and in consideration of the sum of **One dollar ($1.00) LOVE AND AFFECTION and no other valuable consideration** to us paid by **Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999,** hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee, **Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999,** its successors, and assigns forever the following described real property to wit:

All that certain piece, parcel or lot of land lying, and being situate in the state of South Carolina, County of York, being deisgnated as that certain 1.0 acre parcel on Survey entitled, "Samantha D. Delpozo" drawn by Terry W. Hucks, SRLS, of Hucks and Associates, Inc., on June 13, 1999, the same being recorded contemporaneously herewith.

Derivation: This being the identical property conveyed to Buck W. Crouch, as Trustee of the Samantha D. Delpozo Trust by deed of Buck W. Crouch and Mary M. Crouch recorded July 7, 1999, in Volume 2770, Page 267, in the Office of the Clerk of Court for York County, South Carolina.

Tax Map Number: 766-00-00-019

Property Address: 1162 Reservation Road, Rock Hill, SC 29732

Grantees' Address: 1154 Reservation Road, Rock Hill, SC 29732

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises, of record, including matters shown on recorded plats.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, **Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999,** its heirs, successors, and assigns forever.

AND THE GRANTOR, **Mary M. Crouch as Successor Trustee of the Samantha D. Delpozo Trust,** does hereby bind the Grantor and the Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, **Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust dated June 25, 1999,** its heirs, successors, and assigns, against Grantor and Grantor's heirs, successors, and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Hand and Seal this the 11th day of March, in the year of our Lord 2021.

Signed, Sealed and Delivered in the Presence of:

Louise P. Griffith

Louise P. Griffith

Amy M. Brock

Amy M. Brock

Mary M. Crouch, Successor Trustee

Mary M. Crouch as Successor Trustee of the Samantha D. Delpozo Trust dated June 25, 1999

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF YORK)

I, Amy M. Brock, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Principals and was executed and acknowledged to be the free act and voluntary deed of the Principals.

WITNESS my signature this the 11th day of March, 2021.

Amy M. Brock

Amy M. Brock
Notary Public for South Carolina
My Commission expires: 04/25/2027

AMY M. BROCK
My Commission Expires
NOTARY PUBLIC
4/25/27
STATE OF SOUTH CAROLINA

- - - - -Del 4- - - -

Exempt # 1

Kimball, Dove & Simpson, P.A.
125 Hampton Street, Suite 300
Rock Hill, South Carolina 29731

DEED DRAWN ONLY - TITLE NOT EXAMINED

FILED-RECEIVED
BOOK ____ PAGE ____
JUL 7 8 36 AM '99
DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, S.C.

RECORDED
YORK COUNTY
TAX ASSESSOR'S OFFICE
DATE 7-7-99
TAX MAP NO. 766-19
INITIALS BM KJ

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That Buck W. Crouch and Mary M. Crouch, (hereinafter "Grantor", whether singular or plural), for and in consideration of the sum of One and no/100 ($1.00) Dollar and other consideration to the Grantor paid by Buck W. Crouch, as Trustee of the Samantha D. Delpozo Trust, (hereinafter "Grantee", whether singular or plural), pursuant to the terms of the said trust agreement, receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, Grantee's Successors and Assigns, their entire interest, in and to the following described property:

All that certain piece, parcel or lot of land, lying and being situate in the state of South Carolina, County of York, being designated as that certain 1.0 Acre parcel on Survey entitled, "Samantha D. Delpozo" drawn by Terry W. Hucks, SCRLS, of Hucks and Associates, Inc., on June 13, 1999, the same being recorded contemporaneously herewith.

DERIVATION: This being a portion of the property acquired by the Grantors pursuant to the deed by Guy Wilburn and Ruby Tallant Wilburn dated February 22, 1979 and recorded March 9, 1979 in Deed Book 590, page 45, in the Office of the Clerk of Court for York County, South

267

RECORDED
RECORD
BK 2770 PG 267
YORK COUNTY S.C.

Del 5

Carolina.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, Grantee's Successors and Assigns forever.

AND Grantor does hereby bind Grantor's Heirs, Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee, and Grantee's Successors and Assigns, against Grantor and whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of Grantor this 25th day of June in the year of our Lord one thousand nine hundred and ninety-nine, and in the two hundred and twenty third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED)
IN THE PRESENCE OF:)

Buck W. Crouch (SEAL)
Buck W. Crouch

Mary M. Crouch (SEAL)
Mary M. Crouch

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantors sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness signing above witnessed the execution thereof.

AFFIRMED before me this

25th day of June, 1999.

(L.S.) Shelli Bostic

Notary Public of S.C. Witness

My Commission Expires: 2-27-2007

STATE OF SOUTH CAROLINA)
COUNTY OF YORK) AFFIDAVIT

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

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

2. The property being transferred is located at Reservation Rd. Rock Hill, S.C. bearing York County Tax Map #1.0ac subdivided from 766-8, was transferred by Buck W. and Mary M. Crouch to Samantha D. Delpozo Trust on June 25, 1999.

3. Check one of the following: The deed is

(A)_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(B)_____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(C) _X_____ exempt from the deed recording fee because (See Information section of affidavit): Transfer to family member(grandparent to grandchild).(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

(A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(B) _____ The fee is computed on the fair market value of the realty which is _____.

(C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

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

6. The deed recording fee is computed as follows:

(A) Place the amount listed in item 4 above here: _____

(B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)

(C) Subtract Line 6(b) from Line 6(a) and place result here: _____

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

270

above and the deed recording fee due is: _____.

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

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

Responsible Person Connected with Transaction

Jeanne Pearson
Print or Type Name Here

SWORN to before me this 6
day of July, 1999
Notary Public for SC
My Commission Expires: 8-12-2006

INFORMATION

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

Exempted from the fee are the deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

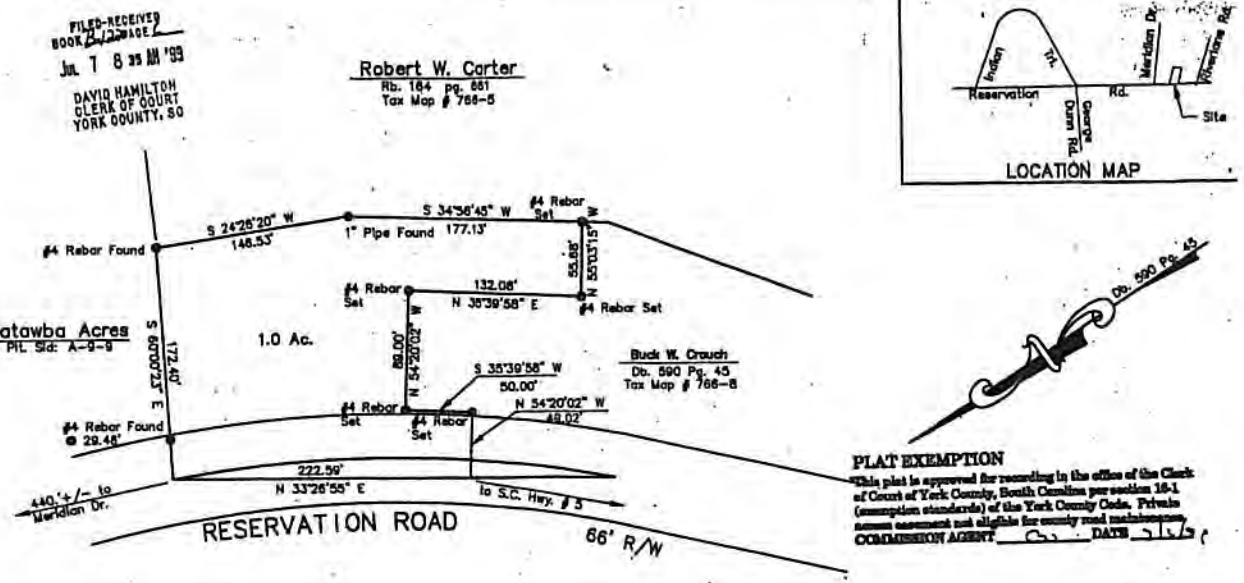
(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantee's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouse and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

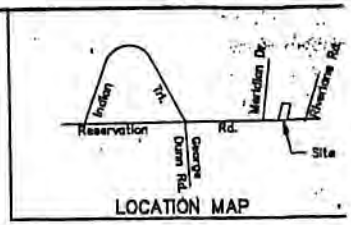
(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

FILED-RECEIVED
BOOK 2/2 PAGE 2
JUL 7 8 35 AM '99
DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC





PLAT EXEMPTION

This plat is approved for recording in the office of the Clerk of Court of York County, South Carolina per section 16-1 (exemption standards) of the York County Code. Private access easement not eligible for county road maintenance.

COMMISSION AGENT _____ DATE _____

All corners are #4 Rebar Set unless noted otherwise.

This property lies within a Zone X unshaded area as designated on Federal Insurance Rate Map, Community Panel: 450193 0210 B and Last Revised on Feb. 3, 1993.

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A-s survey as specified therein; also there are no visible encroachments or projections other than shown.

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

SAMANTHA D. DELPOZO
Catawba Township
York County, South Carolina

HUCKS and ASSOCIATES, PC
Land Surveyors and Land Planners
6212 Hampton Ridge Road
Rock Hill, SC 29732
803-366-4677 803-366-4126

SCALE	DATE	FILE NO	
1" = 60'	June 13, 1999	99-162	99162.Dwg

Del 10

Pool Purchase Contract

Oasis Pools
11729 Carolina Place Pkwy
Pineville, NC 28134
704-542-5300, 1-800-839-3665

Purchaser Angela Del Pozo Date 6-15-10
Address 1162 Reservation Rd.
City, State, Zip Rock Hill, SC. 29730
Home Phone 803-980-4735 Work Phone 803-415-0675
Email

Description	Price	P/U Date	Due
POOL: ☐ 48" ☐ 52" ☒ 54" Size 18x33 Model Cypress 54	5,799		
☐ Pool & Liner ☐ Standard Pkg ☒ Deluxe Pkg ☐ Super Pkg ☐ Ultra Pkg			
LINER: ☐ (OL) S20p ☐ (OL) D20p ☐ (OL) X25p ☒ J-bead	inc.		
Pattern: Outlook Tile			
SYSTEM: # 2220 Description Sand Dollar 60	inc.		
PUMP: # 1.5hp FILTER # _____ Sand 200 lb. = 4 bags			
(1year parts and carry-in labor on pumps and filters).			
SKIMMER: ☒ # _____ ☐ Built in Description Widemouth	inc.		
LADDER: ☒ # _____ Description Easy Entrx	inc.		
MAINTENANCE EQUIPMENT: Deluxe	inc.		
CHEMICAL KIT including: ☐ Granular ☐ Quick Tabs ☐ 1" Tablets ☒ Bac Pac	inc.		
POOL COVE: Size 18x33	190		
WINTER COVER: # _____ Pool Size 18x33	Free		
CHLORINATOR: Frog Mineral Cycler	inc.		
AUTOMATIC POOL CLEANER: Baracuda	Free		
UNDERWATER POOL LIGHT: Nightlighter	Free		
IN-POOL DROP IN STEPS:			
SOLAR BLANKET:			
Msc. Advance: $ _____ Ck # _____ Date _____			
Sub Total	5,989.00		
Tax	494.09		
		Date Paid	Paid To
Total	6,483.09		
Deposit CA CK CH			
Balance Due			
Deposit CA CK CH			

Purchaser understands that this is a legally binding contract to purchase. By contracting for this sale, the Purchaser assumes all responsibility for adhering to local zoning and health ordinances, building and electrical codes, and subdivision restrictions, and agrees to obtain and provide necessary construction permits. Arrangements for installation are the responsibility of the Purchaser. Oasis Pools shall warrant only the workmanship of those installers selected by the Purchaser from a current list of Oasis Pools' pre-approved installers. Serious damage to the pool and liner can occur if the pool is drained improperly. Purchaser assumes responsibility to seek guidance from Oasis Pools prior to draining pool. Although this pool may have a deep water swimming area, jumping and diving could result in serious bodily injury, and are not recommended.

Purchaser's deposit will only be refunded if: 1) Oasis Pools is unable to have the item(s) ready for customer pickup within 45 days of this contract date, or 2) Purchaser requests, in writing, cancellation of this contract within 3 day(s) of this contract date. Installation delays shall not be grounds for refund requests.

Purchaser must pick up within 30 days of this contract date, or Purchaser will be in default and Oasis Pools may void this contract and retain entire deposit, not to exceed fifty percent (50%) of the contract Sub Total price before sales tax.

☐ Purchaser will pick up item(s) at Oasis Pools showroom or warehouse. Oasis Pools shall assist, but not be responsible for loading item(s) in or on Purchaser's vehicle, nor be liable for any damage to the item(s) nor the transporting vehicle, nor any bodily injury that may be sustained by the Purchaser or his personnel.

Purchaser Angela Del Pozo Contract Date 6-15-10
Approximate P/U or Delivery Date _____ Salesman Todd Written by Todd

031504

TERMS: Oasis Pools Office Use Only
☐ Cash ☐ Credit ____ Months Special _____
Credit called to _____ @ _____ Date _____ Time _____ By _____
Approved: Date _____ Time _____ By _____
Conditions: _____
Customer notified Date _____ Time _____ By _____

P.C. _____
Lay. _____
P/U _____
Proof _____
Card _____
Comm _____

PERFORMANCE FULFILLED & RECEIVED AS NOTED ABOVE
X
Date: Loaded by: Docs Complete:

Del 11

Pool Installation Check List:

O:/sales contracts for printing/Pool Installatio

OASIS POOLS warrants only the workmanship, only of those independent installers that may be recommended by OASIS POOLS, through an OASIS POOLS store.

PURCHASER acknowledges an understanding that draining this pool can cause serious damage to the po frame, and liner, which are not covered by any installer, dealer, or manufacturer warranties, and agrees tc professional advice prior to attempting to drain this pool. (Liners may shrink beyond refitting into the poo serious wall and frame damage can occur!) Failure to winterize properly can also result in serious wall, frame, and equipment damage, which is also, not covered by any installer, dealer, or manufacturers' warranties.

SAFETY ALERT! Although your pool may be installed with a deep water swimming area, purchaser understa that jumping and diving into this pool are not recommended by the installer, dealer, nor manufacturer, and co result in serious personal injury.

Pool Size 18X33 **Model** Cypress 54 **Flat** ✓ **Dish** ___ **Deep** ___

Standard (estimated) cost of installation: $2,075

PURCHASER Angela Del Pozo

ADDRESS 1162 Reservation Rd.

CITY, STATE, ZIP Rock Hill, SC 29730

HOME / WORK PHONES 803-980-4735 803-415-0675 cell *

Directions to site: From Oasis 77 South to Hiway 5 left on 5 to Beaverters to Reservation. Left on Reservation approx 2 miles, house on right. Call customer for instructions on how to get to back yard.

Installation includes:
1. Delivery of pool pkg to site
2. Providing sand for pool bottom
3. Ground sterilization (non-warranted)
4. Site leveling to 12" (additional @ $8 per vertical inch)
5. Assembly of pool wall, frame, liner, filter, ladder pool light, chlorinator.

Installation does not include:
1. Permit(s), if required
2. Any electrical wiring, incl simple plug-ins
3. Removal of trees, stumps, trash pits
4. Removal or spreading, grading of dirt
5. Backfilling around pool area
6. Removal of pool shipping cartons
7. Water to fill pool

PURCHASER RESPONSIBILITIES, in addition to above:
1. Secure any permits if required.
2. Provide clear, unobstructed access to pool site.
3. Remove all obstacles from the pool site.
4. Have all underground lines marked (and if necessary, moved) prior to installation date.
5. Perform immediate backfilling and water runoff control around pool area to prevent erosion damage to pool.
6. Make the agreed upon installation labor payment directly to the installer upon completion.

The installer warrants his workmanship for a period of one year. This warranty specifically excludes damage caused by accident, acts of nature, the pool owner's inappropriate use or care, erosion, earth shifts or voids and sinkholes that may develop as a result of failed sewer, septic lines and equipment, or other utilities, or decaying materials in any undetected trash pit, or any other occurrence not directly related to the actual installation of the pool. Punctures or holes in a liner that develop as a result accident, unknown cause, or foreign material intruding from under the liner are easily patched underwater and are not covered by any installer, dealer, nor manufacturers' warranties.

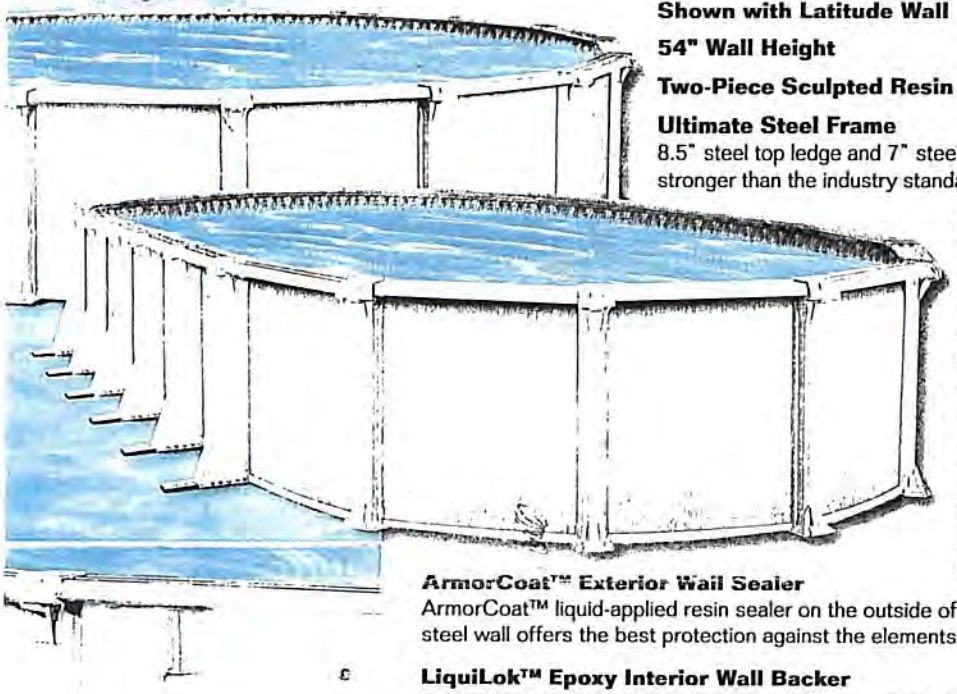
Serious damage or staining can result if chemicals are added to your pool's new water prior to a complete lab analysis. Although your OASIS POOLS package may have included chemicals, a complete FREE computerized lab analysis of your pool's water will recommend any additional chemicals that may not have been included in your pool package, and give you individualized step by step instructions for the proper start-up of your new pool.

PURCHASER SIGNATURE Angela DelPozo Date 6-15-2010

Del 12

CYPRESS

STR



Shown with Latitude Wall

54" Wall Height

Two-Piece Sculpted Resin Ledge Covers

Ultimate Steel Frame
8.5" steel top ledge and 7" steel uprights – heavier and stronger than the industry standard – provide unmatched stability!

CopperGuard™ Dual Coat Top Ledge Backer
Backyard Leisure's unique copper backer system combines a bonding primer with a metallic sealer to protect the underside of the top ledge from chlorine splashback.

DuraLux™ 2-Coat Frame Sealer
Pioneering outdoor-optimized process for reinforced, maximum protection against the elements.

ArmorCoat™ Exterior Wall Sealer
ArmorCoat™ liquid-applied resin sealer on the outside of the galvanized steel wall offers the best protection against the elements.

LiquiLok™ Epoxy Interior Wall Backer
Capillary action often draws moisture from the soil up between the wall and liner of your pool. LiquiLok™ true epoxy repels moisture and protects your wall as only epoxy can.

Deluxe Integrated Resin Foundation Assembly with 2" Upright Platform
Your Cypress features a 100% resin Integrated Bottom Plate and Rail Assembly to eliminate contact between moisture and chemicals in the soil and the steel pool wall.

Space-Saving Braceless Oval System
Our Braceless Oval system gives the luxury of an oval pool without the space constraints of the traditional buttress system.

50 Year Warranty:
3 Years 100%; 47 Years Prorated

The Perfect Finishing Touch
Backyard Leisure Pools offer a wide selection of deck and fence kits engineered to complement your new pool!

We've got YOUR size!
With nine round and seven oval pool sizes from which to choose, there's a Cypress STR for every family.

ROUND POOLS		BRACELESS OVALS	
Pool Size	U.S. Gallons	Pool Size	U.S. Gallons
8'	1,500	12' x 17'	5,800
12'	3,400	12' x 24'	7,900
15'	5,300	15' x 26'	10,500
18'	7,700	15' x 30'	12,200
21'	10,400	18' x 33'	15,700
24'	13,600	18' x 40'	22,000
27'	17,300	21' x 43'	24,400
30'	21,400		
33'	25,700		

Water capacities shown are with water to the middle of the skimmer and a 2" protective layer of sand under the liner.

National Stainless Steel Service Panel

Even many of the best above-ground pools can experience slow leaks around the skimmer and return air gaskets slowly wear out, subjecting the wall to dangerous contact with moisture. This has the potential to end the useful life of many lesser-quality swimming pools. The Cypress Stainless Steel Service Panel locks out wall corrosion for good, stopping problems before they can begin. Plus, the wide mouth skimmer opening helps keep your pool cleaner.

99592

BACKYARD LEISURE POOLS

DANGER - DO NOT DIVE

Manufactured by Wilbar International
50 Cabot Court, Hauppauge, NY USA 11788

The dimensions, weights, illustrations and other specifications are approximate. The company reserves the right to modify and/or discontinue without notification any feature in any pool model.
Backyard Leisure Pools is a brand of the Wilbar Group.

Del 13

Brand's Utility Buildings & Carports

4886 Old York Road
ROCK HILL, SC 29732
(803) 366-3902
Fax: (803) 366-2738

Customer's Order No. _____ Date _____ 20 ___

Name

Address

Phone:

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	LAYAWAY

QUAN.	DESCRIPTION	PRICE	AMOUNT
	All claims and returned goods MUST be accompanied by this bill.	TAX	
	Received By	TOTAL	

Thank You

Del 14

JKH Cabinets & Carpentry, Inc.
583 Linkwood Road
Rock Hill, SC 29730

Invoice

Date	Invoice #
5/25/2010	7273

Bill To
Angela Delpozo 1162 Reservation Road Rock Hill, SC 27930

Terms	Project
Due on receipt	

Description	Amount
Additional Cabinetry Work in Kitchen:	
Aristokraft "Landen" Fawn Maple Custom Boxed Valance over Kitchen Window w/ Matching Fawn Crown and Applicable Panel and Trims.	425.00
2 Pewter Knobs Added to Lower Portion of Utility Cabinet Door	6.34
ALL DELIVERED & INSTALLED	

We appreciate your business!

Total	$431.34
Payments/Credits	$0.00
Balance Due	$431.34

Phone #	Fax #
803-985-4874	803-985-4885

Del 15

Grinding Specialist of the Carolinas, LLC

1366 Filbert Hwy
York, SC 29745

Invoice

Date	Invoice #
5/5/2010	48

Bill To
Del Pozo

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
132	Edger Blocks - Red Portico	2.40	316.80
168	Stepping Stones 12x12 Red Patio Stones	2.00	336.00
2	Other Charge - pallet charges	10.00	20.00
10	Top Soil - (4/30/10) 25.00/yd.	0.00	0.00
5	Top Soil - (5/1/10) 25.00/yd	0.00	0.00
2	Delivery Charge/ 50.00	0.00	0.00
	Sales Tax	7.00%	0.00
		Total	$672.80
			- 20.00
			$652.80

Del 16

2008 All South Supply, Inc.
PO Box 38087
Charlotte, NC 28278

Voice: 704-588-5861
Fax: 704-587-0783

INVOICE

Invoice Number: 123174
Invoice Date: Apr 15, 2010
Page: 1

Angela Del Pozo

Bill To:	Ship To:
Grinding Specialist, LLC 1940 hwy 160 fort mill, SC 29708	Grinding Specialist, LLC 1940 hwy 160 fort mill, SC 29708

Customer ID	Customer PO	Payment Terms	
Grinding Specialist	48437	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
EMP-017	All South Delivery		5/15/10

Quantity	Item	Description	Unit Price	Amount
132.00		red portico Edgar	2.40	316.80
168.00		12" x 12" red patio stones	2.00	336.00
2.00	p-pal	pallet charge – refundable	10.00	20.00

COPY

Subtotal	672.80
Sales Tax	
Total Invoice Amount	672.80
Payment/Credit Applied	
TOTAL	672.80

Check/Credit Memo No:

Overdue invoices are subject to late charges.

Del 17

York County Natural Gas
979 West Main Street
Rock Hill, SC 29730
Telephone: 803-329-5254

*** SALES SLIP ***

Oper: CANDY Type: CC Drawer: 1
Date: 2/17/10 00 Receipt no: 219419
Seq no: 3286292
Merch ID #: 1001
Cross ref#: 292417

Card no: **************8379

Card type: VISA CARD

Auth code: 005924
Date: 2/17/10 Time: 9:57:43

Payment total: $497.55

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH IN THE CARDHOLDER'S AGREEMENT WITH THE ISSUER.

Signature:
ANGELA DELFORD

CUSTOMER COPY

505 1385

YORK COUNTY NATURAL GAS
*** CUSTOMER RECEIPT ***
Oper: CANDY Type: CC Drawer: 1
Date: 2/17/10 00 Receipt no: 219419

Customer	Location	Name	Amount
63783	211925	CASH SALE	
1 MERCHANDISE ONLY			
ROCK HILL, SC 29730			
CB		CONTRACT DOWN PAYMENT	$497.55

Tender detail	
CP CREDIT CARD	$497.55
Total tendered	$497.55
Total payment	$497.55

Trans date: 2/17/10 Time: 9:57:43

THANK YOU FOR YOUR BUSINESS

Proposal

Page No. of Pages

JAMES DARBY WELL DRILLING, LLC

2512 Zinker Road
ROCK HILL, SOUTH CAROLINA 29732
(803) 329-2424

PROPOSAL SUBMITTED TO: Angela Delpozo	DATE: 6-7-11
ADDRESS: 1162 Rosemont Rd	PHONE: 415 0620
Rock Hill SC	DATE OF PLANS
JOB NAME AND LOCATION	ARCHITECT
	JOB PHONE

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

Drill 6" Well. Install 1/2 hp **Submersible Pump With** 20 gal **Captive Air Tank, Complete.**
Well To Furnish 10-15 **GPM Or** 2,400 9.00
Be [illegible] **Ft. Deep For $** _____
All Drilling Over 200 **Ft. Will Be Done At $** _____ **Ft.**
Water Line, Electric Line, And Ditch At $ 4.00 **Ft.**
All Extra Work Will Be Done On A Time And Material Basis.
We Are Not Responsible For Mud, Tire Ruts, Damage To Trees, Shrubbery, Driveways, And Unmarked Utility Lines, Etc.
Well System Guaranteed Against Defects In Material And Workmanship For 1 Year.
Payment Due Upon Completion.

$ [illegible] WITC Pump
Captive Air Tank
1/2 hp pump
[illegible] Line

(Read Reverse Side)

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: [illegible] dollars ($ 2216)
[illegible] additional drilling if needed.
[illegible] and water line [illegible] if required.

NOTE: This proposal may be withdrawn by us if not accepted within _____ days. Authorized Signature [signature]

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date 6-7-11 Signature _____
Signature Angela Del Pozo

Del 19

Yow's Masonry & Subcontracting

Jeff Yow
(704) 296-9730
[redacted] (Nextel)
CELL-704-312-4952

419 Baucom Rd.
Monroe, NC 28110

Del 20

Jeff Yow Masonry Co.
Monroe, NC 296-9730

Start:
Finish:

Billed To Angela	From Jeff Yow Masonry Co.
Address	
City, State, Zip	

	Started	Left	Laid	Price
Martials	and Labor	For Patio	and Arch steps	$4,200.00
porch			porch $4,555	
				Total $ 4,200.00

parkway concrete products

5927 Campbell Road • York, SC 29745
803-684-1746
www.parkwayconcrete.com

"We Make Concrete . . . Easier"

INVOICE
6747

DATE 5-15-10

SOLD TO Angela Delpozo
ADDRESS 1162 Reservation
CITY Rock Hill PHONE NO.

DELIVER TO
ADDRESS
CITY PHONE NO.

Quantity	Description	Unit Price		Amount	
5½	CUBIC YARDS 3000 PSI CONCRETE MIX	89		445	00
	FIBER				
	___% CALCIUM				
	DELIVERY CHARGE				
	AFTER HOURS / EXTRA MILES CHARGE				
	FINISH TIME				
	START TIME				
	TOTAL HRS.				
	HR EXTRA POUR OUT TIME				

PURCHASE ORDER #

SUB TOTAL 445 00
7 % TAX 31 15
TOTAL 476 15

WARNING: MATERIAL SAFETY DATA LIABILITY RELEASE FORM
CAUTION: Freshly mixed cement, mortar, concrete or grout may cause skin injury. Avoid contact with skin where possible and wash exposed skin area promptly with water. If any cement mixtures get into eyes, rinse immediately and repeatedly with water and get prompt medical attention If swallowed, dilute with large quantity of water or milk (at least 2 quarts for adults).
* DO NOT INDUCE VOMITING * CALL DOCTOR IMMEDIATELY * KEEP OUT OF REACH OF CHILDREN *
Use of protective clothing, gloves, rubber boots, eye protection, etc. is required to avoid serious burns or injury due to exposure. Parkway Concrete Products assumes no liability for personal injury resulting from exposure to concrete or products. Liability release and responsibility for anyone exposed is accepted. NOTE: Signature below is for acknowledgement of both paragraphs.

TERMS: RECEIVED FROM PARKWAY CONCRETE PRODUCTS THE ABOVE IN GOOD ORDER.
In the event of delivery beyond curb line, this company will not assume liability for damage to sidewalk, driveway or other property. An area at the job site must be available to wash out truck. The clean up of area is the purchasers responsibility. Parkway Concrete Products assumes no liability for damage to property in designated wash out area. Materials hereby sold become property of purchaser at point of origin. The purchaser shall in no event accept deliveries of materials not in accord with the agreement of parties, but such materials shall be refused by the purchaser and returned to the seller with a written statement of the reason for the refusal thereof. Otherwise receipt of such materials and the signature of the consignee or the consignee's agent shall preclude all claims by the purchaser.

RECEIVED BY A. Angela Del Pozo

Del 22

York County
south carolina

YORK COUNTY GOVERNMENT

Auditor's Office

January 13, 2012

Dear Taxpayer:

After you paid taxes on your property, you applied for the Homestead Exemption, which resulted in a decrease in taxes.

We are refunding to you the difference between what you paid on your original bill and what you owed on the new adjusted bill.

If you should have any questions, please give our office a call.

Sincerely,

Karen Cook

Karen Cook, Deputy Auditor
York County

/kpc

Post Office Box 25, 2 South Congress Street, York, South Carolina 29745
Telephone: (803) 684-8501 Fax (803) 684-8563 Web: www.yorkcountygov.com
1070 Heckle Boulevard, Suite 101, Rock Hill, South Carolina 29732
Telephone: (803) 909-7171 Fax (803) 909-7270 Web: www.yorkcountygov.com

Plt. exh. 2

Please Return

STATE OF SOUTH CAROLINA)
) TRUST AGREEMENT
COUNTY OF YORK)

THIS TRUST AGREEMENT is made and entered into this 25th day of June, 1999, by and between Buck W. Crouch and Mary M. Crouch (the "Grantors"), and Buck W. Crouch (the "Trustee").

WHEREAS, the Grantors desire to comfortably provide for Grantors' grandchild, Samantha D. Delpozo, ("Samantha"); and

WHEREAS, Samantha is a minor under the age of eighteen (18), is not emancipated, and is unable to manage her own affairs; and

WHEREAS, Grantors are mindful of Samantha's age and are desirous of seeing that the management of her property is in good and capable hands;

NOW, THEREFORE in consideration of the promises, and the mutual covenants and undertakings herein contained, the parties agree as follows:

1. DECLARATION OF TRUST. Grantors do hereby establish the SAMANTHA D. DELPOZO TRUST.

2. PURPOSE OF TRUST. The purpose of the trust is to provide for the care, support and general welfare of Samantha, a minor.

3. APPOINTMENT OF TRUSTEE. Grantor does hereby name, nominate,

constitute and appoint Buck W. Crouch as Trustee of the SAMANTHA D. DELPOZO TRUST with the rights and limitations hereinafter set forth.

4. TRUST PROPERTY. The Grantors, simultaneously with the execution of this Agreement, have assigned, transferred, and conveyed to the Trustee the real property described as 1.0 acres located on Reservation Road, Rock Hill, South Carolina which is more particularly described in that certain deed dated on this date and executed contemporaneously herewith from the Grantors to the Trustee and incorporated herein. The Trustee acknowledges receipt of the assignment, transfer, and conveyance and agrees to hold all such property, which shall constitute the corpus of this trust, together with all income earned thereon and all future additions to the corpus of this trust, in accordance with the terms and conditions of this Agreement.

5. TRUST DISTRIBUTIONS. The Trustee shall distribute to or for the benefit of Grantors' daughter, Samantha D. Delpozo, ("Samantha"), until such time as Samantha reaches the age of twenty-five (25) years, or later if Grantors choose to extend the trust, so much or all of the income, if any, in monthly or other convenient installments, as the Trustee, in his sole discretion, shall deem necessary for the benefit, support, education and general welfare of Samantha. Any income not so

distributed shall be accumulated and added to the corpus of the trust. The Trustee, in his sole discretion, shall distribute to or for the benefit of Samantha such additional sums from the corpus of the trust as may, from time to time be needed by Samantha to meet medical, dental, educational and other extraordinary expenses. Grantors are conveying the trust property described herein as 1.0 acres located on Reservation Road, Rock Hill, South Carolina, to Trustee for use as Samantha's primary residence rather than to generate investment income, therefore there may not be income to distribute to Samantha. However, if Samantha ever ceases to live on the property, the Trustee, in his sole discretion, may utilize the property pursuant to the terms and conditions of this Agreement to generate income for the benefit of Samantha.

6. DISTRIBUTION UPON SAMANTHA'S 25TH BIRTHDAY. Upon Samantha's twenty-fifth birthday, the corpus of this trust, as it shall then exist, and all undistributed income shall be distributed to the Samantha, in fee simple, absolutely and forever. If Samantha does not survive until her twenty-fifth birthday, this trust shall automatically terminate and the trust corpus and undistributed income shall be distributed to the living heirs of Samantha.

7. TRUSTEE'S POWERS. In the administration of the trust, the

Trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily in the interest of the beneficiary:

(a) To hold and continue to hold as an investment the property, and any additional property which may be received by him, so long as he deems proper, and to invest and reinvest in any securities or property, whether or not income-producing, deemed by him to be for the best interest of the trust and the beneficiary, without being limited to trust or chancery investments provided by law, and notwithstanding that they may constitute leaseholds, royalty interests, patents, interests in mines, oil and gas wells, or timber lands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of the investments.

(b) To rent or lease any property of the trust for the time and upon the terms and for the price or prices as in his discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiary, irrespective of the provisions of any statute or of the termination of any trust.

(c) To sell and convey any of the property of the trust or any interest, or to exchange it for other property, for the price or prices and upon the terms as in his discretion and judgment may be deemed for the best interest of the trust and the beneficiary, and to execute and

buildings upon the property which in his discretion and judgment may be deemed advisable and proper and for the best interests of the trust and the beneficiary, and to determine the extent to which the cost of the repairs and improvements shall be apportioned as between corpus and income.

(e) To deduct, retain, expend and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the trust.

(f) To vote upon all securities belonging to the trust, and to become a party to any stockholders' agreements deemed advisable by them in connection with the securities.

(g) To consent to the organization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company or association, or to the sale, mortgage, or lease of the property of any part, any of the securities or other property of which

part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of Trustees pursuant to law, and shall include all powers necessary to carry them into effect.

8. LIMITATION ON POWERS. Notwithstanding anything contained to the contrary, no powers enumerated or accorded to Trustees generally pursuant to law shall be construed to enable the Grantor, or the Trustee, or any other person, to sell, purchase, exchange, or otherwise deal with or dispose of all or any part of the corpus or income of the trust for less than an adequate consideration in money or money's worth, or to enable the Grantor to borrow all or any part of the corpus or income of the trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee, acting in an fiduciary capacity shall have or exercise (a) with regard to securities or corporations in which the Grantor and the trust holds significant voting control, the power to vote or direct the voting of any shares or other securities of the trust or to control the investment of the trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments; or (b) the power to reacquire or exchange any property of the trust by substituting other property of any equivalent value.

9. TRUSTEE'S AUTHORITY AND THIRD PARTIES. No person purchasing,

renting or leasing any of the property of the trust, or in any manner dealing with the trust or with the Trustee, shall be required to inquire into the authority of the Trustee to enter into any transaction, or to account for the application of any money paid to the Trustee on any account.

10. ADDITIONAL PROPERTY. The Grantor reserves the right to himself or to any other person at any time, by deed or will, to add to the corpus of the trust, and any property added shall be held, administered, and distributed as part of the trust.

11. ACCOUNTING BY TRUSTEE. The Trustee may render an accounting at any time to the Grantors and the beneficiary of the trust, and the written approval of the Grantor and beneficiary shall be final, binding, and conclusive upon all persons then or thereafter interested in the trust for that beneficiary. The Trustee may at any time render a judicial account of his proceedings for the trust.

12. SUCCESSOR TRUSTEES. In the event of death, resignation or removal of Trustee prior to the termination of the trust, Mary M. Crouch shall serve as substitute or successor Trustee. In the event of the death, resignation or removal of the substitute or successor Trustee, Angela G. Delpozo shall serve as alternate substitute or

successor Trustee. Any successor Trustee shall have all the duties and powers assumed and conferred in this Agreement upon the Trustee. The appointment of a successor Trustee shall be made by a duly acknowledged instrument delivered to the beneficiary.

13. BOND AND LIABILITY OF TRUSTEE. The Trustee shall not be required to give any bond or other security. The Trustee shall not be liable for any mistake or error in judgment in the administration of the trust, except for willful misconduct, so long as he continues to exercise his duties and powers in a fiduciary capacity primarily in the interests of the beneficiary.

14. IRREVOCABILITY. The trust shall be irrevocable, and the Grantors expressly waive all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source they may have acquired such rights of powers, to alter, amend, revoke, or terminate the trust, or any of the terms of this Agreement, in whole or in part. To more fully express their intentions, the Grantors declare that their purpose in establishing the trust is to provide the beneficiary with optimum care, education and comfort until her twenty-fifth birthday; and by this instrument the Grantors relinquishes their possession or enjoyment of, or right to the income from, the trust property, and all their right and power, whether alone or in

conjunction with others, to designate the persons who shall possess or enjoy the trust property, or the income.

15. SITUS. This trust has been executed and delivered in the State of South Carolina and shall be construed and administered according to the laws of that State.

IN WITNESS WHEREOF the Grantors and the Trustee have executed this Agreement in triplicate.

WITNESSES:

Buck W. Crouch
Buck W. Crouch, Grantor

Mary M. Crouch
Mary M. Crouch, Grantor

Buck W. Crouch
Buck W. Crouch, Trustee

Changed was 25-CNW 4P · PH. exhibit 1

FIRST AMENDMENT TO THE SAMANTHA D. DELPOZO TRUST

THIS FIRST AMENDMENT to the Samantha D. Delpozo Trust, dated June 25, 1999, is executed on this the 11th day of March, 2021 between **Mary M. Crouch,** hereinafter referred to as the Grantor, and **Mary M. Crouch,** hereinafter referred to as the Trustee.

WHEREAS, the Grantors, Mary M. Crouch and Buck W. Crouch, and Buck W. Crouch, Trustee entered into a Trust Agreement entitled the Samantha D. Delpozo Trust, dated June 25, 1999;

WHEREAS, Buck W. Crouch, Grantor/Trustee died April 1, 2019;

WHEREAS, under paragraph 12 of the Trust Agreement, Mary M. Crouch was designated Successor Trustee of the Samantha D. Delpozo Trust;

WHEREAS, Mary M. Crouch is now the sole Grantor and Trustee of the Samantha D. Delpozo Trust;

WHEREAS, the Grantor is desirous of modifying and amending the Samantha D. Delpozo Trust and the Trustee is agreeable to the modifications and amendments contained herein;

NOW, THEREFORE, IT IS AGREED:

WHEREAS, pursuant to paragraph 5 of the Trust Agreement dated June 25, 1999, the Grantor, Mary M. Crouch, retained the right to choose to extend the trust for the benefit of Samantha D. Delpozo;

THEREFORE, Mary M. Crouch, Grantor and Mary M. Crouch Trustee, hereby elect to extend the Trust distribution age for the benefit of Samantha D. Delpozo until such time as she has attained the age of Forty (40) years.

Trust Agreement Shall Remain in Full Force and Effect. The Trust Agreement shall in all other respects remain in full force and effect.

GRANTOR/TRUSTEE

Grantor hereby executes this amendment on March 11, 2021. Grantor certifies that she has read this amendment, that she understands it, and that it correctly states the provisions under which the trust property is to be administered and distributed by the Trustee. Grantor hereby signs this agreement in the presence of the witnesses.

Mary M. Crouch

Mary M. Crouch, Grantor/Trustee

STATE OF SOUTH CAROLINA)
) ss.:
COUNTY OF YORK)

This instrument was acknowledged before me on March 11, 2021, by Mary M. Crouch.

Amy M. Brock
Notary Public for South Carolina
My commission expires: 04/25/2027

AMY M. BROCK
My Commission Expires
NOTARY PUBLIC
4/25/27
STATE OF SOUTH CAROLINA

Witnesses

The foregoing instrument was signed by Grantor in our presence, and we, in Grantor's presence and the presence of each other, sign as witnesses.

Amy M. Brock, Witness

Louise P. Griffith, Witness

Affidavit of Witnesses (Self-Proof)

STATE OF SOUTH CAROLINA)
) ss.:
COUNTY OF YORK)

We, Louise P. Griffith and Amy M. Brock, have been sworn by the officer signing below, and declare to that officer on our oaths that Grantor declared the instrument to be Grantor's trust amendment and signed it in our presence and that we each signed the instrument as a witness in the presence of Grantor and of each other.

Louise P. Griffith, Witness

Amy M. Brock, Witness

Subscribed and sworn to (or affirmed) before me on March 11, 2021, by Louise P. Griffith and Amy M. Brock, proved to me on the basis of satisfactory evidence to be the persons who appeared before me.

[Seal]

Amy M. Brock
Notary Public for South Carolina
My Commission Expires: 04/25/2027

AMY M. BROCK
My Commission Expires
NOTARY PUBLIC
4/25/27
STATE OF SOUTH CAROLINA

LAST WILL AND TESTAMENT

OF

BUCK W. CROUCH

I, Buck W. Crouch, a resident of the County of York, State of South Carolina, being of sound mind and disposing memory and realizing the uncertainty of this earthly existence, and desirous of directing the disposition of my property, do hereby make, publish and declare this to be my Last Will and Testament, intending hereby to dispose of all of my worldly possessions, in manner and form as follows:

B. W. C

ITEM I.

I hereby revoke all Wills, Codicils and testamentary dispositions heretofore made by me, if there be any.

ITEM II.

I direct that my body be interred in accordance with the wishes of my family, and that all of my just debts, the expense of my last illness, funeral and burial, and the expense in connection with the probate of this Will and administering of my Estate, shall be paid by my Personal Representative, hereinafter named, as soon as reasonably convenient after my death.

ITEM III.

I give and bequeath all my personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, as follows:

(1) In the event my spouse shall predecease me, and ONLY in that event, I hereby give, devise, and bequeath any interest in that certain 2010 Clayton mobile home to Brandy N. Flynn, in fee simple, to be hers absolutely.

(2) I may leave written memoranda disposing of certain items of my tangible personal

property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of my death. If no such written memoranda are found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there are no such memoranda and any subsequent discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of my death and for whom no effective alternate provision has been made shall pass according to the provisions of the following paragraph, and not pursuant to any antilapse statute.

(3) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, I give and bequeath the rest of my personal and household effects of every kind to **my surviving spouse, Mary M. Crouch.** In the event she shall predecease me, I give devise and bequeath this property as follows: **1/3 to Angela G. Delpozo, 1/3 to Brandy N. Flynn, and 1/3 to Jennifer M. Crouch.** In the event **Angela G. Delpozo,** shall predecease me, I hereby give, devise, and bequeath his interest in this property to **Brandy N. Flynn in trust nevertheless for the use and benefit of Angela G. Delpozo's children.** If **Jennifer M. Crouch** shall predecease me, I hereby give, devise, and bequeath her interest in this property to **Brandy N. Flynn in trust nevertheless for the use and benefit of Jennifer M. Crouch's children.** If **Brandy N. Flynn** shall predecease me, I hereby give, devise, and bequeath her interest in this property to **Angela G. Delpozo and Jennifer M. Crouch, to be divided equally.**

ITEM IV.

In the event my spouse **Mary M. Crouch** shall predecease me, and only in that event, I give, devise, and bequeath all the interest I may own of my the **1.5 acres located at 1154 Reservation Road, in Rock Hill, South** Carolina to Brandy N. Flynn, in fee simple, to be hers absolutely.

ITEM V.

It is my desire that my brother, Ronald W. Bailey, will always have a suitable place in which to reside as long as he lives.

ITEM VI.

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises) wherever situate and whether acquired before or after the execution of this Will, absolutely in fee simple to **my surviving spouse, Mary M. Crouch.**

ITEM VII.

In the event **Mary M. Crouch** shall predecease me, I give, devise, and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed

legacies and devises) wherever situate and whether acquired before or after the execution of this Will, absolutely as follows: **1/3 to Angela G. Delpozo, 1/3 to Brandy N. Flynn, and 1/3 to Jennifer M. Crouch.** In the event **Angela G. Delpozo,** shall predecease me, I hereby give, devise, and bequeath his interest in this property to **Brandy N. Flynn in trust nevertheless for the use and benefit of Angela G. Delpozo's children.** If **Jennifer M. Crouch** shall predecease me, I hereby give, devise, and bequeath her interest in this property to **Brandy N. Flynn in trust nevertheless for the use and benefit of Jennifer M. Crouch's children.** If **Brandy N. Flynn** shall predecease me, I hereby give, devise, and bequeath her interest in this property to **Angela G. Delpozo and Jennifer M. Crouch, to be divided equally.**

(1) **With regards to the Trust established for the benefit of Angela G. Delpozo's children,** I direct that my said Trustee shall be allowed to serve in such capacity without the necessity of giving bond or other security for the faithful performance of the duties of such office.

Commencing with the date of my death, my Trustee shall pay to or apply for the benefit of **Angela G. Delpozo's children** all of the net income from the Trust in convenient installments in such shares for **Angela G. Delpozo's children** and proportions as my Trustee in her sole discretion shall determine primarily for the medical care, education, support and maintenance in reasonable comfort of **Angela G. Delpozo's children,** taking into consideration to the extent my Trustee deems advisable, any other income or resources of **Angela G. Delpozo's children** known to my Trustee.

Prior to division into shares for **Angela G. Delpozo's children** as hereafter provided, my Trustee may pay to or apply for the benefit of **Angela G. Delpozo's children** such sums from the principal of the Trust in such shares and proportions as in her sole discretion she determines shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of **Angela G. Delpozo's children,** taking into consideration to the extent the Trustee deems advisable, any other income or resources of **Angela G. Delpozo's children** known to my Trustee. Any payment or application of benefits for **Angela G. Delpozo's children** pursuant to this Paragraph shall be charged against this Trust as a whole rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payment is made.

(2) **With regards to the Trust established for the benefit of Jennifer M. Crouch's children,** I direct that my said Trustee shall be allowed to serve in such capacity without the necessity of giving bond or other security for the faithful performance of the duties of such office.

Commencing with the date of my death, my Trustee shall pay to or apply for the benefit of **Jennifer M. Crouch's children** all of the net income from the Trust in convenient installments in such shares for **Jennifer M. Crouch's children** and proportions as my Trustee in her sole discretion shall determine primarily for the medical care, education, support and maintenance in reasonable comfort of **Jennifer**

M. Crouch's children, taking into consideration to the extent my Trustee deems advisable, any other income or resources of **Jennifer M. Crouch's children** known to my Trustee.

Prior to division into shares for **Jennifer M. Crouch's children** as hereafter provided, my Trustee may pay to or apply for the benefit of **Jennifer M. Crouch's children** such sums from the principal of the Trust in such shares and proportions as in her sole discretion she determines shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of **Jennifer M. Crouch's children,** taking into consideration to the extent the Trustee deems advisable, any other income or resources of **Jennifer M. Crouch's children** known to my Trustee. Any payment or application of benefits for **Jennifer M. Crouch's children** pursuant to this Paragraph shall be charged against this Trust as a whole rather than against the ultimate distributive share of the beneficiary to whom or for whose benefit the payment is made.

I hereby require that before the sale of any real property (excluding the property located at 1154 Reservation Road, Rock Hill, SC) transferred by my Estate that all of the owners of the property must agree upon the sale of the property. No owner may sell their share or force a division of the property.

ITEM VIII.

Upon or after my death, when no beneficiary of mine is living who is under the age of twenty-five (25) years, my Trustee shall divide each Trust as then constituted. Each share provided for a predeceased beneficiary of mine who shall leave issue shall be distributed to then living child or children or such predeceased beneficiary share and share alike.

ITEM IX.

I hereby nominate and appoint **Mary M. Crouch** as Personal Representative of this my Last Will and Testament, with full power and authority to mortgage, sell and convey any and all of my said Estate, both real and personal, of whatever character or wherever situated, at such time or times and term or terms as she deems to be in the best interest of my Estate. I direct that my said Personal Representative shall be allowed to serve in such capacity without the necessity of giving bond or other security for the faithful performance of the duties of such office.

ITEM X.

If **Mary M. Crouch** shall predecease me or if unable or unwilling to serve, I hereby nominate and appoint **Brandy N. Flynn** as Alternate Personal Representative and direct that she shall have all of the power and authority that is specified in the items above and shall not be

required to post bond.

If **Brandy N. Flynn** shall predecease me or if unable or unwilling to serve, I hereby nominate and appoint **Angela G. Delpozo and Jennifer M. Crouch** as Alternate Co-Personal Representatives and direct that they shall have all of the power and authority that is specified in the items above and shall not be required to post bond.

ITEM XI.

Whenever the word "Personal Representative" or "Trustee" or any modifying or substituted pronoun thereof is used in this my Will, such words and respective pronouns shall be held and taken to include both the singular and plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative or Trustee named herein and to any successor or substitute Personal Representative or Trustee acting hereunder, and such successor or substitute Personal Representative or Trustee shall possess all of the rights, powers and duties, authority and responsibility conferred upon the Personal Representative or Trustee originally named herein.

ITEM XII.

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Personal Representatives and Trustees generally, my Personal Representative and Trustee are specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions in cash or in kind or partly in each without regard to the income tax basis of such asset and in general, to exercise all of the powers in the management of my Estate or the Trust Estate which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as to my Personal Representative and Trustee may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative and Trustee may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ITEM XIII.

If any beneficiary and I should die under such circumstances as would render it doubtful whether the beneficiary or I died first then, it shall be conclusively presumed for the

purposes of this my Will that said beneficiary predeceased me.

ITEM XIV.

For the purposes of this my Will, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopted parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant," and "descendants" or those terms preceded by the terms "living" or "then living" shall include lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

ITEM XV.

I hereby declare that this Last Will and Testament is not made as a result of, or in conformity with, a contract or understanding with any other person.

IN WITNESS WHEREOF, I, **Buck W. Crouch** have hereunto subscribed by name and affixed my seal this 29 day of January, 2015.

Buck W. Crouch

Buck W. Crouch
Testator

Will
M
LW

The above foregoing instrument, consisting of seven (7) typewritten pages, including this page, was on the date thereof signed, sealed, published and declared by the above named Testator to be his Last Will and Testament, in the presence of all of us, the undersigned, at one time, and we, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses, each of us believing the said Testator to be of sound mind and disposing memory, and that she signed this instrument as his free and voluntary act and deed.

WITNESS:	ADDRESS:
	Rock Hill, South Carolina
	Rock Hill, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

We, **Buck W. Crouch, Testator,** and Linda Welton and Marvin A. Hyatt, Jr., Testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Testator signed and executed the instrument as his Last Will and Testament and that he had signed willingly (or willingly directed another to sign for him), and that he executed it as his free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the Testator, signed the Last Will and Testament as witness and to the best of their knowledge the Testator was at that time eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Buck W. Crouch
Buck W. Crouch
Testator

Linda Welton
Witness

Witness

Subscribed, sworn to, and acknowledged before me by **Buck W. Crouch,** the Testator and subscribed and sworn to before me by the above signed witnesses this 29 day of January, 2015.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 01/22/2017

MARVIN A. HYATT, JR. NOTARY PUBLIC My Commission Expires 01/22/2017 SOUTH CAROLINA

(SEAL)

Del 44

8.

STATE OF SOUTH CAROLINA

CERTIFICATION OF VITAL RECORD

2019027452

DEATH CERTIFICATE RECORDING FEES $10.0(

YORK COUNTY ASSESSOR
Tax Map:
766-00-00-004
766-00-00-008
766-00-00-019
Date: 07/09/2019
E H

DEATH CERTIFICATION

PRESENTED & RECORDED:
07-09-2019 08:18:29 AM
BK: RB 17643
PG: 30
DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC
BY: REGINA PRUITT CLERK

STATE FILE NUMBER: 139-19-013208 AMENDED

DECEDENT'S NAME: *BUCK WAYNE CROUCH*
SEX: MALE
AKA's: NA
SOCIAL SECURITY NUMBER:
ARMED FORCES: NO
DATE OF BIRTH:
AGE: 75 YEARS
TYPE OF PLACE OF DEATH: OTHER (SPECIFY)
COUNTY OF DEATH: YORK
NAME AND ADDRESS OF PLACE OF DEATH: 1220 RIVERLANE ROAD. CATAWBA, SC 29704
PLACE OF DISPOSITION: GREENE CREMATION CENTER
DISPOSITION LOCATION: ROCK HILL, SOUTH CAROLINA
METHOD OF DISPOSITION: CREMATION
DECEDENT'S RESIDENCE: 1154 RESERVATION ROAD. ROCK HILL, YORK COUNTY, SC. 29730
PLACE OF BIRTH: SOUTH CAROLINA
MARITAL STATUS: MARRIED
SURVIVING SPOUSE'S NAME: MARY MARTIN
FATHER'S NAME: TOMMY EVANS CROUCH
MOTHER'S NAME PRIOR TO FIRST MARRIAGE: MARY BELLE MULLIS
INFORMANT'S NAME: MARY CROUCH
RELATIONSHIP: WIFE
MAILING ADDRESS: 1154 RESERVATION ROAD. ROCK HILL, SC. 29730
FUNERAL HOME: GREENE FUNERAL HOME NORTHWEST CHAPEL, PO BOX 37532, ROCK HILL, SC. 29732
FUNERAL DIRECTOR: PAT G. STURGIS
LICENSE NUMBER: 2286
EMBALMER'S NAME: DANNY GIBSON
LICENSE NUMBER: 2287
ACTUAL OR PRESUMED DATE OF DEATH: APRIL 01, 2019
MANNER OF DEATH: NATURAL
ACTUAL OR PRESUMED TIME OF DEATH: NOT LISTED
CAUSE OF DEATH - PART I
COMPLICATIONS OF EXISTING MEDICAL CONDITIONS

OTHER SIGNIFICANT CONDITIONS - PART II:
ASBESTOSIS. LUNG NODULES, CHRONIC OBSTRUCTIVE PULMONARY DISEASE, HYPERTENSION, ATHEROSCLEROTIC CARDIOVASCULAR DISEASE, LUNG NODULES

CORONER CONTACTED? YES
AUTOPSY PERFORMED? NO
AUTOPSY AVAILABLE? NA
DATE OF INJURY: NA
TIME OF INJURY: NA
INJURY AT WORK? NA
PLACE OF INJURY: NA
LOCATION OF INJURY: NA
HOW THE INJURY OCCURRED?
NA

CERTIFIER NAME AND TITLE: CORONER SABRINA H. GAST
LICENSE NUMBER: NA
CERTIFIER'S ADDRESS: 933 HECKLE BLVD. #103, ROCK HILL, SC. 29732
DATE FILED: APRIL 04, 2019
DATE OF ISSUANCE: JULY 03, 2019
SPECIAL INSTRUCTIONS
CAUSE OF DEATH AMENDED BY: DHEC 627 PER SABRINA GAST, CORONER. MANNER OF DEATH AMENDED BY: DHEC 627 PER SABRINA GAST, CORONER.

SC07758934

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

David E. Wilson, Jr.
Acting Director

Angelia P. Saleeby
Assistant State Registrar

This is watermarked paper. Do not accept without noting watermark. Hold to light to verify watermark.

Revision Date: 04/09/2018

dhec

BK RB 17643 PG 30

(2) First h...

Crouch, Mary M
Female, DOB 8/8/48
1154 RESERVATION RD

ROCK HILL, SC 29730
(803) 324-2237 Home

16-11-620 - TRESPASSING - ENTERING PREMISES AFTER WARNING

Suspect

Crouch, Mary M
Female, DOB 8/8/48
1154 RESERVATION RD
ROCK HILL, SC 29730
(803) 324-2237 Home

16-11-620 - TRESPASSING - ENTERING PREMISES AFTER WARNING

Primary Narrative By Phillip Haynes

On 9/22/2021, I responded to 1154 Reservation rd. in reference to a disorderly. Once on scene, I spoke with Mary Crouch whom reported that her daughter, Angela Delpozo, had cursed her and become verbal with her. Mary stated that she went over to her daughter's residence next door at 1162 Reservation rd. to feed Angela's dog because she was letting it starve. Mary stated that Angela told her not to feed the dog and to please leave the property. Mary stated that both her and Angela then began to argue and yell at one another. Mary stated that she then got in Angela's face and told her to hit her. Mary stated that she then came back to her home and called the police,

I went next door and spoke with Angela about the situation and requested to see the dog in question. Angela was very polite and escorted me to where the dog was located. I did not see any signs of malnutrition with the dog and it appeared to be healthy. Angela stated that she has asked her mother on several occasions to not feed the dog because they feed it twice daily and do not want to over feed the animal. Angela stated she also explained to her mother that the dog cant eat that much and excess dog food sitting around attracts insects. Angela stated that when she told her mother this Mary became irate and began yelling at her. Angela stated that she told her mother to leave and then Mary got in her face and continued to yell. Angela stated that Mary pushed her as Mary went back to her house. Angela stated that she had no injuries and did not wish to pursue any charges against her mother.

Mary was informed that she was in the wrong for pushing her daughter and to stop feeding the dog against her daughter's wishes. Mary stated she understood.
jl 10/4/21

York County Sheriff's Office

Case SO202109455 - UNAPPROVED DRAFT

Printed on October 4, 2021

Status	Active
Report Type	Case
Primary Officer	Phillip Haynes
Investigator	Phillip Haynes
Records Technician	Jo-Anne Lee
Reported At	09/22/21 18:23
Incident Date	09/22/21 18:00 - 09/22/21 18:20
Incident Code	Disorderly Conduct - PSC : Disorderly Conduct
Location	1162 RESERVATION RD, ROCK HILL, SC 29730
Zone	CATAWBA
Beat	3C
Court	None
Ereferral County	None
Disposition	Administrative Closure
Disposition Date/Time	10/01/21 17:20
Review for Gang Activity	None

M.O.

No MO

Status Indicator	Administratively Closed
Status Change Date	9/22/21
District	District 3

Offense Information

Offense	TRESPASSING - ENTERING PREMISES AFTER WARNING
Statute	16-11-620
SCIBRS Code	90J - Trespass of Real Property
Counts	1
Date	9/22/21
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Residence/Home
Entry Forced	No
Domestic Violence	Not Domestic

Complainant

Delposo, Angela Crouch
Female, DOB 4/6/66

1162 RESERVATION RD
ROCK HILL, SC 29730

(803) 415-0670 Other

16-11-620 - TRESPASSING - ENTERING PREMISES AFTER WARNING

Offender

York County
south carolina

TREASURER & FINANCE

Please Note: There is a $350,000 per transaction limit on e-checks. This system works in all modern web browsers. Please make sure that your browser is updated.

Owner Information

DELPOZO ANGELA
ROCK HILL SC 29731

Payment Information

Status	Paid
Last Payment Date	11/04/2021
Postmark Date	11/04/2021
Amount Paid	$0.00

Property Information

Parcel Number	02-03854 23025
District	3LS
Acres	0
Assessed Value	$1,776
Appraised Value	$44,388

Bill Information

Record Type	Mobile Home
Tax Year	2021
Receipt	027891-21-3
Due Date	01/18/2022

Taxes

Base Taxes	$597.62
Credit	- $597.62
Penalty	$0.00
Costs	$0.00
Total Due	**$0.00**

Description

28X80 FLEETWOOD 2003 S/N-GAFL1
235AB88028CD12

Penalty Dates

	Penalty	Amount Due
January 19	3%	$0.00
February 2	10%	$0.00
March 17	15%	$0.00

York County
south carolina

TREASURER & FINANCE

Please Note: There is a $350,000 per transaction limit on e-checks. This system works in all modern web browsers. Please make sure that your browser is updated.

Owner Information

DELPOZO ANGELA
ROCK HILL SC 29731

Payment Information

Status	Paid
Last Payment Date	11/04/2021
Postmark Date	11/04/2021
Amount Paid	$0.00

Property Information

Parcel Number	02-03854 23025
District	3LS
Acres	0
Assessed Value	$1,776
Appraised Value	$44,388

Bill Information

Record Type	Mobile Home
Tax Year	2021
Receipt	027891-21-3
Due Date	01/18/2022

Taxes

Base Taxes	$597.62
Credit	- $597.62
Penalty	$0.00
Costs	$0.00
Total Due	**$0.00**

Description

28X80 FLEETWOOD 2003 S/N-GAFL1
235AB88028CD12

Penalty Dates

	Penalty	Amount Due
January 19	3%	$0.00
February 2	10%	$0.00
March 17	15%	$0.00

York County
south carolina

TREASURER & FINANCE

Please Note: There is a $350,000 per transaction limit on e-checks. This system works in all modern web browsers. Please make sure that your browser is updated.

Search: DELPOZO ANGELA

17 records returned Page 1 of 1

Owner Name	Year	Receipt	Description	Type	Paid	Paid Date
DELPOZO ANGELA	2021	027891-21-3	28X80 FLEETWOOD 2003 S/N-GAFL1	Mobile Home	Paid	11/04/21
DELPOZO ANGELA	2020	027928-20-3		Mobile Home	Paid	03/21/20
DELPOZO ANGELA	2019	029981-19-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/28/20
DELPOZO ANGELA	2018	029518-18-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/26/19
DELPOZO SAMANTHA	2018	939313-18-2	HOND G3B0 2012	Vehicle	Paid	04/18/18
DELPOZO ANGELA	2017	029068-17-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/30/18
DELPOZO ANGELA	2016	028574-16-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/28/17
DELPOZO ANGELA	2015	028079-15-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/16
DELPOZO ANGELA	2014	027942-14-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/15
DELPOZO ANGELA	2013	027996-13-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/14
DELPOZO ANGELA	2012	028058-12-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/29/13
DELPOZO ANGELA	2011	027844-11-3	28X80 FLEETWOOD 2003	Mobile Home	Refund	01/12/12
DELPOZO ANGELA	2011	007805-11-5	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/24/12
DELPOZO ANGELA	2010	906489-10-5	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/24/12
DELPOZO ANGELA	2010	027795-10-3	28X80 FLEETWOOD 2003	Mobile Home	Refund	01/18/11
DELPOZO ANGELA	2008	027345-08-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	04/03/09
DELPOZO ANGELA	2006	025212-06-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/15/08

York County
south carolina

TREASURER & FINANCE

Please Note: There is a $350,000 per transaction limit on e-checks. This system works in all modern web browsers. Please make sure that your browser is updated.

Search: DELPOZO ANGELA

17 records returned Page 1 of 1

Owner Name	Year	Receipt	Description	Type	Paid	Paid Date
DELPOZO ANGELA	2021	027891-21-3	28X80 FLEETWOOD 2003 S/N-GAFL1	Mobile Home	Paid	11/04/21
DELPOZO ANGELA	2020	027928-20-3		Mobile Home	Paid	03/21/20
DELPOZO ANGELA	2019	029981-19-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/28/20
DELPOZO ANGELA	2018	029518-18-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/26/19
DELPOZO SAMANTHA	2018	939313-18-2	HOND G3B0 2012	Vehicle	Paid	04/18/18
DELPOZO ANGELA	2017	029068-17-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/30/18
DELPOZO ANGELA	2016	028574-16-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/28/17
DELPOZO ANGELA	2015	028079-15-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/16
DELPOZO ANGELA	2014	027942-14-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/15
DELPOZO ANGELA	2013	027996-13-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/14
DELPOZO ANGELA	2012	028058-12-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/29/13
DELPOZO ANGELA	2011	027844-11-3	28X80 FLEETWOOD 2003	Mobile Home	Refund	01/12/12
DELPOZO ANGELA	2011	007805-11-5	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/24/12
DELPOZO ANGELA	2010	906489-10-5	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/24/12
DELPOZO ANGELA	2010	027795-10-3	28X80 FLEETWOOD 2003	Mobile Home	Refund	01/18/11
DELPOZO ANGELA	2008	027345-08-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	04/03/09
DELPOZO ANGELA	2006	025212-06-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/15/08

York County
south carolina

TREASURER & FINANCE

Please Note: There is a $350,000 per transaction limit on e-checks. This system works in all modern web browsers. Please make sure that your browser is updated.

Search: DELPOZO ANGELA

17 records returned Page 1 of 1

Owner Name	Year	Receipt	Description	Type	Paid	Paid Date
DELPOZO ANGELA	2021	027891-21-3	28X80 FLEETWOOD 2003 S/N-GAFL1	Mobile Home	Paid	11/04/21
DELPOZO ANGELA	2020	027928-20-3		Mobile Home	Paid	03/21/20
DELPOZO ANGELA	2019	029981-19-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/28/20
DELPOZO ANGELA	2018	029518-18-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/26/19
DELPOZO SAMANTHA	2018	939313-18-2	HOND G3B0 2012	Vehicle	Paid	04/18/18
DELPOZO ANGELA	2017	029068-17-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/30/18
DELPOZO ANGELA	2016	028574-16-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/28/17
DELPOZO ANGELA	2015	028079-15-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/16
DELPOZO ANGELA	2014	027942-14-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/15
DELPOZO ANGELA	2013	027996-13-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/31/14
DELPOZO ANGELA	2012	028058-12-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	03/29/13
DELPOZO ANGELA	2011	027844-11-3	28X80 FLEETWOOD 2003	Mobile Home	Refund	01/12/12
DELPOZO ANGELA	2011	007805-11-5	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/24/12
DELPOZO ANGELA	2010	906489-10-5	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/24/12
DELPOZO ANGELA	2010	027795-10-3	28X80 FLEETWOOD 2003	Mobile Home	Refund	01/18/11
DELPOZO ANGELA	2008	027345-08-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	04/03/09
DELPOZO ANGELA	2006	025212-06-3	28X80 FLEETWOOD 2003	Mobile Home	Paid	01/15/08

York County
south carolina

TREASURER & FINANCE

Please Note: There is a $350,000 per transaction limit on e-checks. This system works in all modern web browsers. Please make sure that your browser is updated.

Owner Information

DELPOZO ANGELA
ROCK HILL SC 29731

Payment Information

Status	Paid
Last Payment Date	11/04/2021
Postmark Date	11/04/2021
Amount Paid	$0.00

Property Information

Parcel Number	02-03854 23025
District	3LS
Acres	0
Assessed Value	$1,776
Appraised Value	$44,388

Bill Information

Record Type	Mobile Home
Tax Year	2021
Receipt	027891-21-3
Due Date	01/18/2022

Taxes

Base Taxes	$597.62
Credit	- $597.62
Penalty	$0.00
Costs	$0.00
Total Due	**$0.00**

Description

28X80 FLEETWOOD 2003 S/N-GAFL1
235AB88028CD12

Penalty Dates

	Penalty	Amount Due
January 19	3%	$0.00
February 2	10%	$0.00
March 17	15%	$0.00

Del 53

York County
Sixteenth Judicial Circuit
Public Index

Switch View

Mary Crouch, Trustee Of The Samantha D Delponzo Trust Vs Angela Crouch Delpozo

Case Number:	2022CV4610301575	Court Agency:	Catawba/Ebenezer Magistrate	Filed Date:	05/09/2022
Case Type:	Civil	Case Sub Type:	Notice to Quit	File Type:	
Status:	Scheduled	Assigned Judge:	Scurlock, Michael L. Jr.		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Delpozo, Andrew Oliver	1162 Reservation Road Rock Hill SC 29730				Defendant		05/09/2022
Delpozo, Angela Crouch	1162 Reservation Road Rock Hill SC 29730				Defendant		05/09/2022
Delpozo, Lino Homero	1162 Reservation Rd Rock Hill SC 29730-7023	White	M	1957	Defendant		05/09/2022
Mary Crouch, Trustee Of The Samantha D Delponzo Trust	200 S. Broome Street Waxhaw NC 28173				Plaintiff		05/09/2022
McNerney, Rebecca T.	200 S. Broome Street Waxhaw NC 28173				Plaintiff Attorney		05/09/2022
McNerney, Rebecca T.	200 S. Broome Street Waxhaw NC 28173				Plaintiff Attorney		05/09/2022
Mary Crouch, Trustee Of The Samantha D Delponzo Trust	200 S. Broome Street Waxhaw NC 28173				Plaintiff		05/09/2022

York County
Sixteenth Judicial Circuit
Public Index

York County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

Mary Crouch Vs Lino Delpozo

Case Number:	2021CV4610302784	Court Agency:	Catawba/Ebenezer Magistrate	Filed Date:	09/23/2021
Case Type:	Civil	Case Sub Type:	Notice to Quit	File Type:	
Status:	Disposed	Assigned Judge:	Scurlock, Michael L. Jr.		
Disposition:	Judicial Dismissal Civil	Disposition Date:	10/21/2021	Disposition Judge:	Rhodes, Ashley Brooke
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Boyd, James	1544 Ebenezer Road Po Box 36425 Rock Hill SC 29732				Plaintiff Attorney		10/20/2021
Crouch, Mary	1154 Reservation Rd Rock Hill SC 29730				Plaintiff		10/21/2021
Crouch, Mary	1154 Reservation Rd Rock Hill SC 29730				Plaintiff		10/21/2021
Boyd, James	1544 Ebenezer Road Po Box 36425 Rock Hill SC 29732				Plaintiff Attorney		10/20/2021
Delpozo, Angela	1162 Reservation Rd. Rock Hill SC 29730				Defendant		09/23/2021
Delpozo, Lino	1162 Reservation Rd Rock Hill SC 29730				Defendant		09/23/2021

Del 55

RoA 177

York County
Sixteenth Judicial Circuit
Public Index

York County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

Mary M Crouch Vs Angela C Delpozo

Case Number:	2020CV4610302833	Court Agency:	Catawba/Ebenezer Magistrate	Filed Date:	06/22/2020
Case Type:	Civil	Case Sub Type:	Notice to Quit	File Type:	
Status:	Non Service	Assigned Judge:	Wood, Stephanie Ann		
Disposition:	Non Service	Disposition Date:	07/08/2020	Disposition Judge:	Wood, Stephanie Ann
Original Source Doc:		Original Case #:			
Judgment Number:	2020CV4610302833	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Crouch, Mary M	1154 Reservation Rd. Rock Hill SC 29730				Plaintiff		07/08/2020
Delpozo, Angela C	1162 Reservation Road Rock Hill SC 29730				Defendant		07/08/2020

Del 56

RoA 178

York County
Sixteenth Judicial Circuit
Public Index

York County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

Angela C Delpozo Vs Lino Homero Delpozo

Case Number:	2016CV4610305861	Court Agency:	Catawba/Ebenezer Magistrate	Filed Date:	10/28/2016
Case Type:	Civil	Case Sub Type:	Notice to Quit	File Type:	
Status:	Disposed	Assigned Judge:	Wood, Stephanie Ann		
Disposition:	Other / Summary Civil	Disposition Date:	11/03/2016	Disposition Judge:	Berinsky, Clifford E.
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Delpozo, Angela C	1162 Reservation Road Rock Hill SC 29730				Plaintiff		11/03/2016
Delpozo, Lino Homero	1162 Reservation Rd Rock Hill SC 29730-7023	White	M	1957	Defendant		10/28/2016

Del 57

RoA 179

York County
south carolina

TREASURER & FINANCE

Please Note: There is a $350,000 per transaction limit on e-checks. This system works in all modern web browsers. Please make sure that your browser is updated.

Search: OF THE SAMANTHA D DELPOZO TRUS

10 records returned Page 1 of 1

Owner Name	Year	Receipt	Description	Type	Paid	Paid Date
CROUCH BUCK W AS TRUSTEE	2019	026838-19-3	RESERVATION RD 1 AC	Property	Paid	12/03/19
CROUCH BUCK W AS TRUSTEE	2018	026387-18-3	RESERVATION RD 1 AC	Property	Paid	11/30/18
CROUCH BUCK W AS TRUSTEE	2017	025967-17-3	RESERVATION RD 1 AC	Property	Paid	10/20/17
CROUCH BUCK W AS TRUSTEE	2016	025482-16-3	RESERVATION RD 1 AC	Property	Paid	11/07/16
CROUCH BUCK W AS TRUSTEE	2015	025088-15-3	RESERVATION RD 1 AC	Property	Paid	01/07/16
CROUCH BUCK W AS TRUSTEE	2014	024877-14-3	RESERVATION RD 1 AC	Property	Paid	01/20/15
CROUCH BUCK W AS TRUSTEE	2013	025050-13-3	RESERVATION RD 1 AC	Property	Paid	01/09/14
CROUCH BUCK W AS TRUSTEE	2012	025025-12-3	RESERVATION RD 1 AC	Property	Paid	01/03/13
CROUCH BUCK W AS TRUSTEE	2011	024876-11-3	RESERVATION RD 1 AC	Property	Paid	01/12/12
CROUCH BUCK W AS TRUSTEE	2010	024840-10-3	RESERVATION RD 1 AC	Property	Paid	01/12/11

TAX BILL NO. 024986-21-3

RECEIPT FOR PAYMENT OF PROPERTY TAXES

YORK COUNTY TREASURER P.O. BOX 116 YORK, S.C. 29745

TAXPAYER COPY

DATE PAID 11/19/2021

APPRAISED VALUE				ASSESS. %	ASSESSED VALUE	LEVY	LESS EXEMPTIONS	TOTAL TAXES PAID
PERSONAL	LAND	BUILDING	TOTAL					
	28000		28000		1120	336.5	214.93	161.95

DISTRICT	CITY CODE	SCHOOL DISTRICT	CITY
3LS			

DESCRIPTION OF PROPERTY:
RESERVATION RD 1 AC

CROUCH BUCK W AS TRUSTEE

C/O CROUCH MARY M TRUSTEE
1154 RESERVATION RD

ROCK HILL SC, 29732

Scan this code with your mobile phone to view this bill!

GROSS TAXES	376.88
LESS EXEMPTIONS	214.93
PENALTIES & COST	0.00
[redacted]	161.95

Del 59

York County
south carolina

TREASURER & FINANCE

Please Note: There is a $350,000 per transaction limit on e-checks. This system works in all modern web browsers. Please make sure that your browser is updated.

Search: OF THE SAMANTHA D DELPOZO TRUS

10 records returned | Page 1 of 1

Owner Name	Year	Receipt	Description	Type	Paid	Paid Date
CROUCH BUCK W AS TRUSTEE	2019	026838-19-3	RESERVATION RD 1 AC	Property	Paid	12/03/19
CROUCH BUCK W AS TRUSTEE	2018	026387-18-3	RESERVATION RD 1 AC	Property	Paid	11/30/18
CROUCH BUCK W AS TRUSTEE	2017	025967-17-3	RESERVATION RD 1 AC	Property	Paid	10/20/17
CROUCH BUCK W AS TRUSTEE	2016	025482-16-3	RESERVATION RD 1 AC	Property	Paid	11/07/16
CROUCH BUCK W AS TRUSTEE	2015	025088-15-3	RESERVATION RD 1 AC	Property	Paid	01/07/16
CROUCH BUCK W AS TRUSTEE	2014	024877-14-3	RESERVATION RD 1 AC	Property	Paid	01/20/15
CROUCH BUCK W AS TRUSTEE	2013	025050-13-3	RESERVATION RD 1 AC	Property	Paid	01/09/14
CROUCH BUCK W AS TRUSTEE	2012	025025-12-3	RESERVATION RD 1 AC	Property	Paid	01/03/13
CROUCH BUCK W AS TRUSTEE	2011	024876-11-3	RESERVATION RD 1 AC	Property	Paid	01/12/12
CROUCH BUCK W AS TRUSTEE	2010	024840-10-3	RESERVATION RD 1 AC	Property	Paid	01/12/11

Angela Delpozo

Match Rating Based On:

First Name, Last Name, Date Of Birth, Address, Age

Charges Filed Date	Source
May 2, 1995	YORK COURTS (South Carolina)

Personal Details

First Name	Gender	Age	Date of Birth	Address
Angela	Female	56	Apr 6, 1966	2674 Indian Trl, Rock Hill, York

Last Name
Delpozo

Physical Appearance

Ethnicity
White

May 2, 1995 - Charges Filed - 0157 - *Miscellaneous / Miscellaneous And Non-Discernible (U

Charges Filed Date	Crime Location	Offense Code	Offense Description	Case Type
May 2, 1995	York, SC	0157 - *MISCELLA-NEOUS / MISCELLA-NEOUS AND NON-DIS-CERNIBLE (U	0157 - *miscellaneous / miscellaneous and non-discernible (u	criminal-clerk

Case Number	Disposition	Disposition Date

Page 15

Criminal & Traffic Records

DISCLAIMER: The criminal & traffic record information contained in our reports may not be 100% accurate or complete. This is because the information is pulled from records maintained by government agencies and the information contained in those records may not be 100% accurate or complete. Please use this information as a starting point for your own due diligence and investigation.

LIKELY CRIMINAL OR TRAFFIC RECORDS

Match Rating Based On:

First Name, Last Name, Middle Name, Address, Date Of Birth, Age

Charges Filed Date
Jul 25, 2018

Personal Details

Gender
Male

Jul 25, 2018 - Charges Filed - Traffic / Seatbelt Violation - Non-Criminal

Charges Filed Date	Crime Location	Charge Category	Offense Description	National Crime Information Center (NCIC) Code
Jul 25, 2018	York, SC	Traffic	traffic / seatbelt violation - non-criminal	2886
Case Type	**Case Number**	**Arrest Date**	**Court Name**	**Disposition Date**
traffic	20182380553462	Jul 20, 2018	York/Bethesda Magistrate	Oct 23, 2018

Dec 13, 2016 - Charges Filed - Minor / Purchase Or Possession Of Beer Or Wine By Minor

Charges Filed Date	Crime Location	Charge Category	Offense Description	National Crime Information Center (NCIC) Code
Dec 13, 2016	York, SC	Criminal	minor / purchase or possession of beer or wine by minor	1257
Case Number	**Arrest Date**	**Court Name**	**Fines**	**Disposition**
4102P0403744	Dec 7, 2016	Catawba/Ebenezer Magistrate	$262.50	trial in absentia guilty (bench trial)
Disposition Date				
Mar 22, 2017				

Dec 13, 2016 - Charges Filed - Cigarette / Possession Or Sale Of Cigarette Load

Charges Filed Date	Crime Location	Charge Category	Offense Description	National Crime Information Center (NCIC) Code
Dec 13, 2016	York, SC	Criminal	cigarette / possession or sale of cigarette load	1225
Case Number	**Arrest Date**	**Court Name**	**Fines**	
4102P0403745	Dec 7, 2016	Catawba/Ebenezer Magistrate	$101.88	

POSSIBLE CRIMINAL OR TRAFFIC RECORDS

Delpozo, Angela Crouch

MRN: 51113361

Office Visit 5/20/2022
Novant Health Rock Hill Family Medicine

Provider: Stephen Frederick Oehme, MD (Family Medicine)
Primary diagnosis: Moderate persistent asthma, unspecified whether complicated
Reason for Visit: Asthma; Referred by Stephen Frederick Oehme, MD

Progress Notes

Stephen Frederick Oehme, MD (Physician) • Family Medicine

Assessment and Plan

1. **Moderate persistent asthma, unspecified whether complicated**	
2. Essential hypertension, benign	
3. Moderate episode of recurrent major depressive disorder (*)	
4. Dyslipidemia, goal LDL below 100	
5. Fatigue due to depression	clonazePAM (KLONOPIN) 1 mg tablet
6. Migraine without aura and without status migrainosus, not intractable	
7. Anxiety	
8. Cough	cefTRIAXone (ROCEPHIN) injection 1 g dexamethasone sodium phosphate (DECADRON) injection 4 mg HYDROcodone-chlorpheniramine ER (TUSSIONEX) 10-8 mg/5 mL SUER 12 hr suspension levofloxacin (LEVAQUIN) 750 mg tablet methylPREDNISolone (MEDROL DOSEPACK) 4 mg tablet

1. We will get patient a parking permit otherwise treat her with the regular shot of Rocephin and steroid and get her on steroids cough medicine and Levaquin. We will see how she does. When she comes back we need to probably get her on an opioid agreement. Move forward from there. She is on Percocet already known.

Patient's Medications

Accurate as of May 20, 2022 11:59 PM. Reflects encounter med changes as of last refresh

Continued Medications

Instructions

	Instructions
* **albuterol sulfate** 2.5 mg/3 mL nebulizer solution Commonly known as: PROVENTIL	2.5 mg, Nebulization, Every 6 hours as needed
* **albuterol sulfate HFA** 108 (90 Base) MCG/ACT inhaler Commonly known as: PROVENTIL,VENTOLIN,PROAIR	2 puffs, Inhalation, Every 6 hours as needed
aspirin 81 mg chewable tablet	81 mg, Oral
ATROVENT HFA 17 mcg/act inhaler Generic drug: ipratropium bromide	INHALE 2 PUFFS 4 TIMES A DAY AS NEEDED FOR COUGH AND CONGESTION
Azelastine HCl 0.15 % Soln nasal spray	2 sprays, Nasal, 2 times a day
cetirizine 10 mg tablet Commonly known as: ZYRTEC ALLERGY	10 mg, Oral, Daily
clonazePAM 1 mg tablet Commonly known as: KLONOPIN	1 po in AM and 2 po before bedtime.
diclofenac sodium 75 mg EC tablet Commonly known as: VOLTAREN	75 mg, Oral, 2 times a day
ELDERBERRY PO	2 each, Oral, Daily
ergocalciferol 50,000 units Caps capsule Commonly known as: Vitamin D2	TAKE ONE CAPSULE BY MOUTH EVERY WEEK
ezetimibe 10 MG tablet Commonly known as: ZETIA	10 mg, Oral, Daily
Flax Seed Oil 1000 MG Caps	1 capsule, Oral, Every morning
fluconazole 150 mg tablet Commonly known as: DIFLUCAN	1 po today, then 1 po in three days.
folic acid 400 MCG tablet Commonly known as: FOLVITE	0.4 mg per 1 tablet, ORAL, Daily
HYDROcodone-chlorpheniramine ER 10-8 mg/5 mL Suer 12 hr suspension Commonly known as: TUSSIONEX	2.5 mLs, Oral, Every 12 hours
levofloxacin 750 mg tablet Commonly known as: LEVAQUIN	750 mg, Oral, Daily

	Instructions
methylPREDNISolone 4 mg tablet Commonly known as: MEDROL DOSEPACK	follow package directions
metoprolol tartrate 25 mg tablet Commonly known as: LOPRESSOR	12.5 mg, Oral, 2 times a day
mometasone 50 MCG/ACT nasal spray Commonly known as: NASONEX	2 sprays, Both Nostrils, Daily
Naloxone HCl 4 MG/0.1ML Liqd nasal spray	1 spray, Nasal, Once as needed
olmesartan medoxomil 40 mg tablet Commonly known as: BENICAR	40 mg, Oral, Daily
omeprazole 40 mg capsule Commonly known as: PRILOSEC	1 po BID
oxyCODONE-acetaminophen 10-325 mg per tablet Commonly known as: PERCOCET,ENDOCET	1 tablet, Oral, 3 times a day as needed
PROBIOTIC DAILY PO	1 each, Oral, Daily, (Tea)
promethazine 25 MG tablet Commonly known as: PHENERGAN	25 mg, Oral, 2 times a day as needed
rizatriptan 10 MG disintegrating tablet Commonly known as: MAXALT-MLT	10 mg, Oral, As needed, May repeat in 2 hours if needed
tiZANidine 4 mg tablet Commonly known as: ZANAFLEX	4 mg, Oral, 3 times a day
venlafaxine HCl 75 mg 24 hr capsule Commonly known as: EFFEXOR XR	75 mg, Oral, 2 times a day
VITAMIN B-12 PO	1 tablet, Oral, Every morning
vitamin C 1000 MG tablet	1,000 mg, Oral, Daily
Zinc Sulfate 140 (50 Zn) MG Tabs	140 mg per 1 tablet, ORAL, Daily

*** This list has 2 medication(s) that are the same as other medications prescribed for you. Read the directions carefully, and ask your doctor or other care provider to review them with you.**

Modified Medications

	Instructions
cloNIDine 0.1 mg tablet Commonly known as: CATAPRES What changed: **See the new instructions.** Changed by: Stephen F Oehme, MD	1 po q 8 hour prn if SBP at or over 150
* **ipratropium-albuterol** 0.5-2.5 mg/3 mL ML Soln nebulizer solution Commonly known as: DUONEB What changed: **Another medication with the same name was added. Make sure you understand how and when to take each.** Changed by: Stephen F Oehme, MD	USE 1 VIAL IN NEBULIZER FOUR TIMES A DAY
* **ipratropium-albuterol** 20-100 MCG/ACT inhaler Commonly known as: COMBIVENT RESPIMAT What changed: **You were already taking a medication with the same name, and this prescription was added. Make sure you understand how and when to take each.** Changed by: Stephen F Oehme, MD	1 puff, Inhalation, Every 6 hours as needed
* **Misc. Devices** Misc What changed: **Another medication with the same name was added. Make sure you understand how and when to take each.** Changed by: Stephen F Oehme, MD	Blood pressure machine, Omron, Take blood pressure 2 times/week or more. Dx. Hypertension I10.0
* **Misc. Devices** Misc What changed: **Another medication with the same name was added. Make sure you understand how and when to take each.** Changed by: Stephen F Oehme, MD	Nebulizer, Use q 4-6 hours prn SOB. Dx cough variant asthma. J45.991
* **Misc. Devices** Misc What changed: **You were already taking a medication with the same name, and this prescription was added. Make sure you understand how and when to take each.** Changed by: Stephen F Oehme, MD	Parking permit, use this only when Ms Delpozo is in the car.

Allergies

Allergen	Reactions
• Ambien	Other
Sleep walking	
• Statins	Other
Muscle pain	
• Amoxicillin	Diarrhea

Patient Active Problem List

Diagnosis	Date Noted
• Lung nodule < 6cm on CT	07/31/2017
Priority: High	
• Essential hypertension, benign	08/24/2013
Priority: Medium	
• Gross hematuria	01/21/2022
• Onychomycosis	01/21/2022
• Moderate episode of recurrent major depressive disorder (*)	10/05/2021
• Moderate persistent asthma	08/09/2020
• Hypertrophy of nasal turbinates	03/11/2020
• Cardiomegaly	11/21/2019
• Splenic lesion	11/21/2019
• Spleen enlarged	11/21/2019
• Obesity (BMI 30-39.9)	11/16/2017
• Irritable bowel syndrome with diarrhea	10/02/2017
• Chronic midline low back pain without sciatica	06/21/2017
• Combined forms of age-related cataract, left eye	06/09/2017
• Pseudophakia of right eye	05/26/2017
• Breast cancer screening	04/18/2017
• Colon polyps	02/08/2017
Dr Armato, 3 adenomas 2/2017 9/2020 1 polyp , Path pending.	
• Fatigue due to depression	12/15/2016
• Anxiety	09/01/2016
• Vitamin D deficiency	02/10/2016
• Cervical radiculopathy at C5	11/25/2015
• MRSA (methicillin resistant Staphylococcus aureus) screen 4/25/17screen 9/16/15	09/16/2015
• Sciatica	08/24/2013
• Non-allergic rhinitis	08/24/2013
• Nontoxic multinodular goiter	08/24/2013
• Insomnia, unspecified 10/1 IMO update	08/24/2013
• Dyslipidemia, goal LDL below 100	08/24/2013
• Migraine	08/24/2013

PMH, Surgical History, Medications, Family History, and **Social History** have been reviewed and updated as appropriate.

Review of Systems

Constitutional: Positive for fatigue. Negative for chills and fever.
HENT: Positive for congestion, rhinorrhea, sinus pain and sneezing. Negative for drooling, postnasal drip, tinnitus, trouble swallowing and voice change.
Respiratory: Positive for cough, shortness of breath and wheezing. Negative for apnea and chest tightness.
Cardiovascular: Negative for chest pain, palpitations and leg swelling.
Gastrointestinal: Negative for abdominal pain.
Neurological: Negative for dizziness, light-headedness and headaches.
Psychiatric/Behavioral: Positive for dysphoric mood. Negative for self-injury and suicidal ideas. The patient is nervous/anxious.
All other systems reviewed and are negative.

Objective

Vitals:

	05/20/22 1559	05/20/22 1623
BP:	**(!) 163/96**	**(!) 155/90**
Patient Position:	Sitting	
Pulse:	84	
Temp:	97.8 °F (36.6 °C)	
Height:	5' 5" (1.651 m)	
Weight:	191 lb (86.6 kg)	
SpO2:	99%	
BMI (Calculated):	31.8	

Physical Exam

Constitutional:
General: She is not in acute distress.
Appearance: She is well-developed.
Comments: **Pleasant female sitting quietly.**

HENT:
Head: Normocephalic and atraumatic.
Nose:
Comments: **Has some sinus congestion with sinus pain with posterior drainage.**

Eyes:
Conjunctiva/sclera: Conjunctivae normal.

Musculoskeletal:
General: No deformity.

Pulmonary:
Effort: Pulmonary effort is normal.
Breath sounds: No stridor.
Comments: **Lungs have some upper airway sounds but there is no active wheezing or retractions. She just does not move air very well.**

Abdominal:
General: There is no distension.

Neurological:
Mental Status: She is alert and oriented to person, place, and time.

Psychiatric:
Thought Content: Thought content normal.
Comments: **She is emotionally very upset no suicidal or homicidal thoughts.**

LABS

No results found for this or any previous visit (from the past 336 hour(s)).

Other Notes

All notes

Progress Notes from Traci R Duggins, RMA

Instructions

Follow up if symptoms worsen or fail to improve.

DO YOU UNDERSTAND ALL OF YOUR INSTRUCTIONS?
DO YOU HAVE ANY OTHER QUESTIONS?
WAS THERE ANYTHING THAT WE COULD HAVE DONE BETTER FOR YOU TODAY?

IF YOU HAVE QUESTIONS AFTER YOU LEAVE, PLEASE CALL US AT (803) 328-3828 OR SEND US A MyChart MESSAGE.

TRACI WORKS DIRECTLY WITH DR. OEHME AND ALL OF OUR STAFF MEMBERS HAVE ACCESS TO YOUR CHART TO ANSWER YOUR QUESTIONS.

Office hours: Monday-Friday 8:00am-5:00pm

Please call (803) 328-3828 with any questions or concerns and leave a detailed message with one of our receptionists for Traci or Dr. Oehme

Don't forget to sign up for MyChart!

MyChart allows you to send messages, view your test results, renew your prescriptions, schedule appointments, and more.

Follow up on your test results.

If your have advanced imaging tests (MRI, CT scans, ultrasounds) or other advanced lab tests, schedule a follow up visit with Dr. Oehme several days after the test to review the results and outline any further work-up that may be recommended..

Protect your digestive system!

Whenever you are prescribed an antibiotic, remember to take a PRO-biotic for a couple of weeks at least. Probiotics (such as Align, Culturelle, and others) help restore the GOOD bacteria to your GI tract and help prevent a serious antibiotic-associated diarrheal infection (C. Difficile diarrhea).

Rock Hill Family Medicine wants to keep you heathy!!!

According to our records, you may be due for the following Health Maintenance Procedures. Please talk to Dr.Oehme or our referral staff to have them scheduled as indicated. If some of

these are usually ordered by another physician and/or you have completed them, please let us know.

Health Maintenance Due

Topic	Date Due
• Pneumococcal Vaccine: Pediatrics and At Risk Patients (1 of 2 - PPSV23)	Never done
• Adult Wellness Exam	01/21/2015
• Zoster Vaccine (1 of 2)	Never done
• Annual Spirometry Testing	03/15/2020
• Mammogram	08/17/2021

After Visit Summary (Printed 5/20/2022)

Additional Documentation

Vitals: BP 155/90 ! (Abnormal) (BP Location: Right arm) Pulse 84 Temp 97.8 °F (36.6 °C) Ht 5' 5" (1.651 m) Wt 191 lb (86.6 kg) SpO2 99% Breastfeeding No BMI 31.78 kg/m² BSA 1.99 m² More Vitals

Flowsheets: Vital Signs, Lactation, Kcentra Dose Calculator, Anthropometrics, Vital Signs, BPA Flowsheet Action Data, BP Intervention

Encounter Info: Billing Info, History, Allergies, Detailed Report

Outpatient Morphine Milligram Equivalents Per Day

9/22/22 and after 45 MME/Day

Order Name	Dose	Route	Frequency	Maximum MME/Day
oxyCODONE-acetaminophen (PERCOCET,ENDOCET) 10-325 mg per tablet	1 tablet	Oral	3 times a day as needed	45 MME/Day
Total Potential Morphine Milligram Equivalents Per Day				**45 MME/Day**

Calculation Information

oxyCODONE-acetaminophen (PERCOCET,ENDOCET) 10-325 mg per tablet

oxyCODONE-acetaminophen 10-325 mg Tabs: single dose of 10 mg of opioid * 3 doses per day * morphine equivalence factor of 1.5 = 45 MME/Day

Orders Placed

None

Medication Changes

As of 5/22/2022 6:50 AM

	Refills	Start Date	End Date
Changed: cloNIDine (CATAPRES) 0.1 mg tablet	5	5/20/2022	

	Refills	Start Date	End Date
1 po q 8 hour prn if SBP at or over 150 Previously: TAKE 1 TAB BY MOUTH EVERY 8 HOURS IF SBP IS 160 OR ABOVE.			
Ipratropium-Albuterol			
Unchanged: ipratropium-albuterol (DUONEB) 0.5-2.5 mg/3 mL ML SOLN nebulizer solution USE 1 VIAL IN NEBULIZER FOUR TIMES A DAY	0	4/4/2022	
Added: ipratropium-albuterol (COMBIVENT RESPIMAT) 20-100 MCG/ACT inhaler Inhale one puff into the lungs every 6 (six) hours as needed for Wheezing. - Inhalation	11	5/20/2022	

Medication List at End of Visit

As of 5/22/2022 6:50 AM

	Refills	Start Date	End Date
Albuterol Sulfate			
albuterol sulfate (PROVENTIL) 2.5 mg/3 mL nebulizer solution Take 3 mLs (2.5 mg dose) by nebulization every 6 (six) hours as needed for Wheezing. - Nebulization	3	5/27/2021	6/23/2022
albuterol sulfate HFA (PROVENTIL,VENTOLIN,PROAIR) 108 (90 Base) MCG/ACT inhaler Inhale two puffs into the lungs every 6 (six) hours as needed. - Inhalation	3	5/27/2021	6/23/2022
Ascorbic Acid (VITAMIN C) 1000 MG tablet Take 1,000 mg by mouth daily. - Oral Patient-reported medication			
aspirin 81 mg chewable tablet Chew 81 mg by mouth. - Oral Patient-reported medication			
Azelastine HCl 0.15 % SOLN nasal spray two sprays by Nasal route 2 (two) times daily. - Nasal Notes to Pharmacy: appt 6/2022	11	5/20/2022	
cetirizine (ZYRTEC ALLERGY) 10 mg tablet Take one tablet (10 mg dose) by mouth daily. - Oral	3	5/27/2021	6/23/2022
clonazePAM (KLONOPIN) 1 mg tablet 1 po in AM and 2 po before bedtime.	5	5/20/2022	
cloNIDine (CATAPRES) 0.1 mg tablet 1 po q 8 hour prn if SBP at or over 150	5	5/20/2022	
Cyanocobalamin (VITAMIN B-12 PO) Take 1 tablet by mouth every morning. - Oral Patient-reported medication			
diclofenac sodium (VOLTAREN) 75 mg EC tablet Take 75 mg by mouth 2 (two) times daily. - Oral Patient-reported medication		7/28/2021	
ELDERBERRY PO Take 2 each by mouth daily. - Oral			

	Refills	Start Date	End Date
Patient-reported medication			
ergocalciferol (VITAMIN D2) 50,000 units CAPS capsule	3	5/20/2022	
TAKE ONE CAPSULE BY MOUTH EVERY WEEK			
ezetimibe (ZETIA) 10 MG tablet		7/7/2021	
Take 10 mg by mouth daily. - Oral			
Patient-reported medication			
Flaxseed, Linseed, (FLAX SEED OIL) 1000 MG CAPS			
Take 1 capsule by mouth every morning. - Oral			
Patient not taking: Reported on 6/23/2022			
Patient-reported medication			
fluconazole (DIFLUCAN) 150 mg tablet	5	1/21/2022	6/23/2022
1 po today, then 1 po in three days.			
folic acid (FOLVITE) 400 MCG tablet		3/8/2022	
0.4 mg per 1 tablet, ORAL, Daily			
Patient-reported medication			
HYDROcodone-chlorpheniramine ER (TUSSIONEX) 10-8 mg/5 mL SUER 12 hr suspension	0	5/20/2022	5/27/2022
Take 2.5 mLs by mouth every 12 (twelve) hours for 7 days. - Oral			
ATROVENT HFA 17 MCG/ACT inhaler	3	5/27/2021	5/25/2022
INHALE 2 PUFFS 4 TIMES A DAY AS NEEDED FOR COUGH AND CONGESTION			
Ipratropium-Albuterol			
ipratropium-albuterol (DUONEB) 0.5-2.5 mg/3 mL ML SOLN nebulizer solution	0	4/4/2022	
USE 1 VIAL IN NEBULIZER FOUR TIMES A DAY			
ipratropium-albuterol (COMBIVENT RESPIMAT) 20-100 MCG/ACT inhaler	11	5/20/2022	
Inhale one puff into the lungs every 6 (six) hours as needed for Wheezing. - Inhalation			
levofloxacin (LEVAQUIN) 750 mg tablet	0	5/20/2022	5/30/2022
Take one tablet (750 mg dose) by mouth daily for 10 days. - Oral			
methylPREDNISolone (MEDROL DOSEPACK) 4 mg tablet	0	5/20/2022	5/30/2022
follow package directions			
metoprolol tartrate (LOPRESSOR) 25 mg tablet		7/7/2021	
Take 12.5 mg by mouth 2 (two) times daily. - Oral			
Patient-reported medication			
mometasone (NASONEX) 50 MCG/ACT nasal spray			
2 sprays by Both Nostrils route daily. - Both Nostrils			
Patient-reported medication			
Naloxone HCl 4 MG/0.1ML LIQD nasal spray	0	1/11/2020	
one spray by Nasal route once as needed for up to 1 dose. - Nasal			
olmesartan medoxomil (BENICAR) 40 mg tablet	3	5/20/2022	
Take one tablet (40 mg dose) by mouth daily. - Oral			
Notes to Pharmacy: Stop telmisarten/ pt informed			

	Refills	Start Date	End Date
omeprazole (PRILOSEC) 40 mg capsule 1 po BID	3	12/23/2021	6/23/2022
oxyCODONE-acetaminophen (PERCOCET,ENDOCET) 10-325 mg per tablet Take 1 tablet by mouth 3 (three) times a day as needed. - Oral Patient-reported medication		7/28/2021	
Probiotic Product (PROBIOTIC DAILY PO) Take 1 each by mouth daily. (Tea) - Oral Patient-reported medication			
promethazine (PHENERGAN) 25 MG tablet Take 25 mg by mouth 2 (two) times a day as needed. - Oral Patient-reported medication		8/18/2021	
rizatriptan (MAXALT-MLT) 10 MG disintegrating tablet Take one tablet (10 mg dose) by mouth as needed for Migraine. May repeat in 2 hours if needed - Oral	3	5/20/2022	
tamsulosin (FLOMAX) 0.4 mg CAPS Take one capsule (0.4 mg dose) by mouth daily for 30 days. - Oral	0	1/21/2022	8/14/2022
tiZANidine (ZANAFLEX) 4 mg tablet Take 4 mg by mouth 3 (three) times a day. - Oral Patient-reported medication		9/25/2021	
venlafaxine HCl (EFFEXOR XR) 75 mg 24 hr capsule Take one capsule (75 mg dose) by mouth 2 (two) times daily. - Oral Notes to Pharmacy: Pt has dizziness with 150 mg tablet once a day. Better with 75 mg BID dosing.	3	3/17/2022	3/12/2023
Zinc Sulfate 140 (50 Zn) MG TABS 140 mg per 1 tablet, ORAL, Daily Patient-reported medication		3/8/2022	

Medications Administered

cefTRIAXone Sodium 1 g
Dexamethasone Sodium Phosphate 4 mg

Visit Diagnoses

Primary: **Moderate persistent asthma, unspecified whether complicated** J45.40
Essential hypertension, benign I10
Moderate episode of recurrent major depressive disorder (*) F33.1
Dyslipidemia, goal LDL below 100 E78.5
Fatigue due to depression F32.A, R53.83
Migraine without aura and without status migrainosus, not intractable G43.009
Anxiety F41.9
Cough R05.9

*** This list has 5 medication(s) that are the same as other medications prescribed for you. Read the directions carefully, and ask your doctor or other care provider to review them with you.**

Risks, benefits, and alternatives of the medications and treatment plan prescribed today were discussed, and patient expressed understanding. Plan follow-up as discussed or as needed if any worsening symptoms or change in condition. Treatment goals and patient self-management goals discussed. Patient voiced understanding of treatment outline and agrees to attempt to comply.

Subjective

Patient ID: Angela Crouch Delpozo is a 56 y.o. (DOB 4/6/1966) female who presents with:

Patient presents with
- Asthma

Previsit planning was completed.

HPI please see last note for shots health maintenance and labs. She needs to get her mammogram. Last labs were in March had a high LDL she is going to see cardiology followed by them. Needs to get an opioid agreement. Has not really followed through on her shots. Can get her booster for her COVID. Should get a tetanus if she has a dirty wound has not had a pneumonia shot.
Patient with moderate persistent asthma who comes in with increased Sinus congestion and then now goes into her chest. She certainly could end up with pneumonia and end up in the hospital we usually treat her aggressively with steroids antibiotics and give her some cough medicine we will give her a shot here or rather to in the office and she seems to hang on pretty well.
Hypertension is coughing not much of this blood pressure has to do with her coughing. She does have a history of major depression going through some legal difficulties with her mother and the properties that she is living on.
Dyslipidemia does not tolerate statins working with the cardiologist
Does have some fatigue has some migraines anxiety those medications are refilled she is using them appropriately. This is been going on for 2 weeks so I do not think this is COVID at this point.

Counseling given: No

Depression Screening

Falls Risk Screening
There is no flowsheet data to display.

albuterol sulfate 2.5 mg/3 mL nebulizer solution
Commonly known as: PROVENTIL
Stopped by: Stephen F Oehme, MD

---

albuterol sulfate HFA 108 (90 Base) MCG/ACT inhaler
Commonly known as: PROVENTIL,VENTOLIN,PROAIR
Stopped by: Stephen F Oehme, MD

Risks, benefits, and alternatives of the medications and treatment plan prescribed today were discussed, and patient expressed understanding. Plan follow-up as discussed or as needed if any worsening symptoms or change in condition. Treatment goals and patient self-management goals discussed. Patient voiced understanding of treatment outline and agrees to attempt to comply.

Subjective

Patient ID: Angela Crouch Delpozo is a 56 y.o. (DOB 4/6/1966) female who presents with:

Patient presents with
- Anxiety
  6 nmonth follow up
- Hypertension
  6 month follow up
- Follow-up
- Medication Refill
  Pt is requesting medication refills
- Gaps In Care
  Pt made aware that wellness exam and mammogram due

Previsit planning was completed.

HPI patient has had COVID shot x2. Actually had Pfizer booster. Otherwise does not get shots.
Should be getting mammogram she knows about this. Recent labs from March showed LDL high she is supposed to be going to cardiology for evaluation otherwise labs have been pretty normal she has a lot of things going on with her personal life with family matters.
Tends to have recurrent sinusitis right now does not need any medication she is using a lot of nasal sprays.
Has some asthma stable on medication
With depression doing well with medication just a lot of stresses in her life.
Hypertension borderline control but she monitors this. No unusual headaches or chest pain
Allergies using nasal sprays
Dyslipidemia we will see cardiology
Insomnia and anxiety on medication.
Chronic back pain sees pain clinic

Delpozo, Angela Crouch

MRN: 51113361

Office Visit 6/23/2022
Novant Health Rock Hill Family Medicine

Provider: Stephen Frederick Oehme, MD (Family Medicine)
Primary diagnosis: Moderate persistent asthma, unspecified whether complicated
Reason for Visit: Anxiety • Hypertension • Follow-up • Medication Refill • Gaps In Care; Referred by Stephen Frederick Oehme, MD

Progress Notes

Stephen Frederick Oehme, MD (Physician) • Family Medicine

Assessment and Plan

1. **Moderate persistent asthma, unspecified whether complicated**
2. Recurrent sinusitis
3. Moderate episode of recurrent major depressive disorder (*)
4. Essential hypertension, benign
5. Non-allergic rhinitis
6. Dyslipidemia, goal LDL below 100
7. Primary insomnia
8. Anxiety
9. Chronic midline low back pain without sciatica
10. Encounter for screening for malignant neoplasm of breast, unspecified screening modality

cetirizine (ZYRTEC ALLERGY) 10 mg tablet

1. Basically we are going to just simply refill her medications. We will see her back in 5 months. She is to monitor blood pressure. She is to get her mammogram done. We will hold on her sleep study for this time. Patient agrees with plan

Patient's Medications

ⓘ **Accurate as of June 23, 2022 11:59 PM.** Reflects encounter med changes as of last refresh

Continued Medications

	Instructions
aspirin 81 mg chewable tablet	81 mg, Oral
ATROVENT HFA 17 mcg/act inhaler Generic drug: ipratropium bromide	INHALE 2 PUFFS 4 TIMES A DAY AS NEEDED FOR COUGH AND CONGESTION

	Instructions
Azelastine HCl 0.15 % Soln nasal spray	2 sprays, Nasal, 2 times a day
cetirizine 10 mg tablet Commonly known as: ZYRTEC ALLERGY	10 mg, Oral, Daily
clonazePAM 1 mg tablet Commonly known as: KLONOPIN	1 po in AM and 2 po before bedtime.
cloNIDine 0.1 mg tablet Commonly known as: CATAPRES	1 po q 8 hour prn if SBP at or over 150
diclofenac sodium 75 mg EC tablet Commonly known as: VOLTAREN	75 mg, Oral, 2 times a day
ELDERBERRY PO	2 each, Oral, Daily
ergocalciferol 50,000 units Caps capsule Commonly known as: Vitamin D2	TAKE ONE CAPSULE BY MOUTH EVERY WEEK
ezetimibe 10 MG tablet Commonly known as: ZETIA	10 mg, Oral, Daily
Flax Seed Oil 1000 MG Caps	1 capsule, Every morning
fluconazole 150 mg tablet Commonly known as: DIFLUCAN	1 po today, then 1 po in three days.
folic acid 400 MCG tablet Commonly known as: FOLVITE	0.4 mg per 1 tablet, ORAL, Daily
* **ipratropium-albuterol** 0.5-2.5 mg/3 mL ML Soln nebulizer solution Commonly known as: DUONEB	USE 1 VIAL IN NEBULIZER FOUR TIMES A DAY
* **ipratropium-albuterol** 20-100 MCG/ACT inhaler Commonly known as: COMBIVENT RESPIMAT	1 puff, Inhalation, Every 6 hours as needed
metoprolol tartrate 25 mg tablet Commonly known as: LOPRESSOR	12.5 mg, Oral, 2 times a day
* **Misc. Devices** Misc	Blood pressure machine, Omron, Take blood pressure 2 times/week or more. Dx. Hypertension I10.0
* **Misc. Devices** Misc	Nebulizer, Use q 4-6 hours prn SOB. Dx cough variant asthma. J45.991

	Instructions
* **Misc. Devices** Misc	Parking permit, use this only when Ms Delpozo is in the car.
mometasone 50 MCG/ACT nasal spray Commonly known as: NASONEX	2 sprays, Both Nostrils, Daily
Naloxone HCl 4 MG/0.1ML Liqd nasal spray	1 spray, Nasal, Once as needed
olmesartan medoxomil 40 mg tablet Commonly known as: BENICAR	40 mg, Oral, Daily
omeprazole 40 mg capsule Commonly known as: PRILOSEC	1 po BID
oxyCODONE-acetaminophen 10-325 mg per tablet Commonly known as: PERCOCET,ENDOCET	1 tablet, Oral, 3 times a day as needed
PROBIOTIC DAILY PO	1 each, Oral, Daily, (Tea)
promethazine 25 MG tablet Commonly known as: PHENERGAN	25 mg, Oral, 2 times a day as needed
rizatriptan 10 MG disintegrating tablet Commonly known as: MAXALT-MLT	10 mg, Oral, As needed, May repeat in 2 hours if needed
tiZANidine 4 mg tablet Commonly known as: ZANAFLEX	4 mg, Oral, 3 times a day
venlafaxine HCl 75 mg 24 hr capsule Commonly known as: EFFEXOR XR	75 mg, Oral, 2 times a day
VITAMIN B-12 PO	1 tablet, Oral, Every morning
vitamin C 1000 MG tablet	1,000 mg, Oral, Daily
Zinc Sulfate 140 (50 Zn) MG Tabs	140 mg per 1 tablet, ORAL, Daily

*** This list has 5 medication(s) that are the same as other medications prescribed for you. Read the directions carefully, and ask your doctor or other care provider to review them with you.**

Discontinued Medications

Counseling given: No

Depression Screening

Falls Risk Screening
There is no flowsheet data to display.

Allergies

Allergen	Reactions
• Ambien	Other
Sleep walking	
• Statins	Other
Muscle pain	
• Amoxicillin	Diarrhea

Patient Active Problem List

Diagnosis	Date Noted
• Lung nodule < 6cm on CT	07/31/2017
Priority: High	
• Essential hypertension, benign	08/24/2013
Priority: Medium	
• Gross hematuria	01/21/2022
• Onychomycosis	01/21/2022
• Moderate episode of recurrent major depressive disorder (*)	10/05/2021
• Moderate persistent asthma	08/09/2020
• Hypertrophy of nasal turbinates	03/11/2020
• Cardiomegaly	11/21/2019
• Splenic lesion	11/21/2019
• Spleen enlarged	11/21/2019
• Obesity (BMI 30-39.9)	11/16/2017
• Irritable bowel syndrome with diarrhea	10/02/2017
• Chronic midline low back pain without sciatica	06/21/2017
• Combined forms of age-related cataract, left eye	06/09/2017
• Pseudophakia of right eye	05/26/2017
• Breast cancer screening	04/18/2017
• Colon polyps	02/08/2017
Dr Armato, 3 adenomas 2/2017 9/2020 1 polyp , Path pending.	
• Fatigue due to depression	12/15/2016
• Anxiety	09/01/2016
• Vitamin D deficiency	02/10/2016
• Cervical radiculopathy at C5	11/25/2015
• MRSA (methicillin resistant Staphylococcus aureus) screen 4/25/17screen 9/16/15	09/16/2015
• Sciatica	08/24/2013
• Non-allergic rhinitis	08/24/2013
• Nontoxic multinodular goiter	08/24/2013
• Insomnia, unspecified	08/24/2013

10/1 IMO update

• Dyslipidemia, goal LDL below 100	08/24/2013
• Migraine	08/24/2013

PMH, Surgical History, Medications, Family History, and **Social History** have been reviewed and updated as appropriate.

Review of Systems
Constitutional: Negative for activity change, appetite change, chills, fatigue and unexpected weight change.
HENT: Positive for congestion. Negative for sinus pressure and sinus pain.
Eyes: Negative for visual disturbance.
Respiratory: Negative for cough, chest tightness, shortness of breath and wheezing.
Cardiovascular: Negative for chest pain, palpitations and leg swelling.
Gastrointestinal: Negative for abdominal pain, diarrhea, nausea and vomiting.
Genitourinary: Negative for difficulty urinating, frequency and hematuria.
Musculoskeletal: Positive for back pain.
Skin: Negative for wound.
Neurological: Negative for dizziness, light-headedness and headaches.
Psychiatric/Behavioral: Positive for sleep disturbance. Negative for dysphoric mood, self-injury and suicidal ideas. The patient is nervous/anxious.
All other systems reviewed and are negative.

Objective

Vitals:

	06/23/22 1016
BP:	137/78
Patient Position:	Sitting
Pulse:	57
Temp:	97.6 °F (36.4 °C)
TempSrc:	Temporal
Height:	5' 5" (1.651 m)
Weight:	193 lb (87.5 kg)
SpO2:	99%
BMI (Calculated):	32.1
PainSc:	0-No pain

Physical Exam
Constitutional:
Comments: **Pleasant female subdued sitting quietly.**
HENT:
Head: Normocephalic and atraumatic.
Nose: Nose normal.
Eyes:
General:
Right eye: No discharge.
Left eye: No discharge.

Conjunctiva/sclera: Conjunctivae normal.
Neck:
Trachea: No tracheal deviation.
Cardiovascular:
Rate and Rhythm: Normal rate.
Heart sounds: Normal heart sounds.
Musculoskeletal:
General: No deformity.
Cervical back: Neck supple.
Comments: **Does have soreness in her back.**
Pulmonary:
Effort: Pulmonary effort is normal. No respiratory distress.
Breath sounds: No wheezing.
Abdominal:
General: There is no distension.
Palpations: Abdomen is soft.
Tenderness: There is no guarding.
Lymphadenopathy:
Cervical: No cervical adenopathy.
Skin:
Findings: No rash.
Neurological:
Mental Status: She is alert and oriented to person, place, and time.
Motor: No abnormal muscle tone.
Coordination: Coordination normal.
Psychiatric:
Behavior: Behavior normal.
Comments: **Little bit solemn she is not suicidal or homicidal but certainly has a lot of concerns.**

LABS

No results found for this or any previous visit (from the past 336 hour(s)).

Other Notes

All notes

Instructions

☐ Follow up in about 5 months (around 11/16/2022).

Patient Education

DASH Diet
About this topic
DASH stands for Dietary Approaches to Stop Hypertension. The DASH diet may help you lower blood pressure. It may also help keep you from getting high blood pressure. You will eat less fat and more fiber on the DASH diet.
This diet gives you more minerals that fight high blood pressure. Some nutrients in this diet are:

- Potassium – Acts to help you get rid of salt. This may help to lower blood pressure.
- Calcium – Makes blood vessels and muscles work the right way

- Magnesium – Helps blood vessels relax
- Fiber – Helps you feel full. It also helps digestion.

What will the results be?

The DASH diet may help you:

- Lower your blood pressure and cholesterol
- Lower your risk for cancer, heart disease, heart attack, and stroke. It may also lower your risk for heart failure, kidney stones, and diabetes.
- Lose weight or keep a healthy weight

What lifestyle changes are needed?

- Add regular exercise to get the most help from this diet.
- Try to lower stress. Find ways to relax.
- Stop smoking. Avoid secondhand smoke.
- Limit alcohol intake.

What changes to diet are needed?

- Know about poor eating habits. Then, you can fix them as you work with the program.
- This diet encourages fruits and vegetables, whole grains, lean meats, healthy fats, and low-fat or fat-free dairy products.
- This diet is lower in saturated fats, trans-fats, cholesterol, added sugars, and sodium.

Who should use this diet?

This eating plan is good for the whole family. It is also good for people with high blood pressure and those at risk for high blood pressure.

What foods are good to eat?

- Grains: Try to eat 6 to 8 servings of whole grain, high fiber foods each day. These are bread, cereals, brown rice, or pasta.
- Fruits and vegetables: Eat 4 to 5 servings each day. Try to pick many kinds and colors. Fresh or frozen are best. Look for low sodium or salt-free if you choose canned.
- Dairy: Try to eat 2 to 3 servings of fat free and low fat milk products each day.
- Lean meats, poultry, and seafood: Try to eat 6 servings or less of lean meats, poultry, and seafood each day. Try to choose more low fat or lean meats like chicken and turkey. Eat less red meat. Eat more fish instead.
- Nuts, seeds, and legumes (dry beans and peas): Try to eat 4 to 5 servings **each week. Try to pick nuts such as almonds and walnuts, sunflower seeds, peanut butter,** soy beans, lentils, kidney beans, and split peas.
- Fats and oils: Try to eat 2 to 3 servings of fats and oils each day. Eat good fats found in fish, nuts, and avocados. Try using olive oil or vegetable oils such as canola oil. Other good oils to try are corn, safflower, sunflower, or soybean oils. Use low-sodium and low-fat salad dressing and mayonnaise.
- Condiments: Pepper, herbs, spices, vinegar, lemon or lime juices are great for seasoning. Be careful to choose low-sodium or salt-free products if you use broths, soups, or soy sauce.
- Sweets: Try to eat less than 5 servings **each week. Choose low-fat and trans fat-free desserts. These are things like fruit flavored gelatin, sorbet, jelly beans, graham crackers, animal crackers,** low-fat fig bars, and ginger snaps. Eat fruit to satisfy your desire for sweets.

DASH Diet

What foods should be limited or avoided?

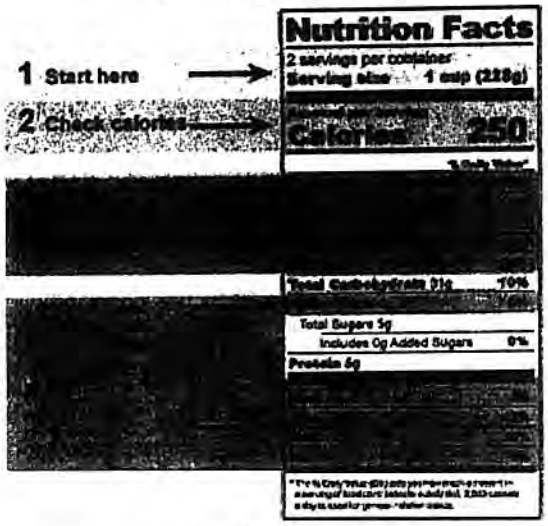
- Grains: Salted breads, rolls, crackers, quick breads, self-rising flours, biscuit mixes, regular bread crumbs, instant hot cereals, commercially-prepared rice, pasta, stuffing mixes
- Fruits and vegetables: Commercially-prepared potatoes and vegetable mixes, regular canned vegetables and juices, vegetables frozen with sauce or pickled vegetables, processed fruits with salt or sodium
- Milk: Whole milk, malted milk, chocolate milk, buttermilk, cheese, ice cream
- Meats and beans: Smoked, cured, salted, or canned fish; meats or poultry such as bacon, sausages, sardines; high-fat cuts of meat like beef, lamb, or pork; chicken with the skin on it
- Fats: Cut back on solid fats like butter, lard, and margarine. Eat less food with high saturated fat, cholesterol and total fat.
- Condiments and snacks: Salted and canned peas, beans, and olives; salted snack foods; fried foods; soda or other sweetened drinks
- Sweets: High-fat baked goods such as muffins, donuts, pastries, commercial baked goods, candy bars
- If you choose to drink alcohol, limit the amount you drink. Women should have 1 drink or less per day and men should have 2 drinks or less per day.

Helpful tips

- Avoid eating canned vegetables and processed foods. These have a lot of salt in them. Look for a low-salt or low-sodium choice.
- Try baking or broiling instead of frying food.
- Write down the foods you eat. This will help you track what you have eaten each week.
- When you go to a grocery store, have a list or a meal plan. Do not shop when you are hungry to avoid cravings for foods.
- Read food labels with care. They will show you how much is in a serving. The amount is given as a percentage of the total amount you need each day. Reading labels will help you make healthy food choices.

Food Label

Macaroni & Cheese



Serving Sizes

- Avoid fast foods.
- Talk to your doctor or dietitian to see if you need vitamin and mineral supplements to help you balance your diet.
- Talk to a dietitian for help.

Where can I learn more?

Academy of Nutrition and Dietetics
https://www.eatright.org/health/wellness/heart-and-cardiovascular-health/dash-diet-reducing-hypertension-through-diet-and-lifestyle
FamilyDoctor.org

http://familydoctor.org/familydoctor/en/prevention-wellness/food-nutrition/weight-loss/the-dash-diet-healthy-eating-to-control-your-blood-pressure.html
Last Reviewed Date
2021-03-15
Consumer Information Use and Disclaimer
This information is not specific medical advice and does not replace information you receive from your health care provider. This is only a brief summary of general information. It does NOT include all information about conditions, illnesses, injuries, tests, procedures, treatments, therapies, discharge instructions or life-style choices that may apply to you. You must talk with your health care provider for complete information about your health and treatment options. This information should not be used to decide whether or not to accept your health care provider's advice, instructions or recommendations. Only your health care provider has the knowledge and training to provide advice that is right for you.

DO YOU UNDERSTAND ALL OF YOUR INSTRUCTIONS?
DO YOU HAVE ANY OTHER QUESTIONS?
WAS THERE ANYTHING THAT WE COULD HAVE DONE BETTER FOR YOU TODAY?

IF YOU HAVE QUESTIONS AFTER YOU LEAVE, PLEASE CALL US AT (803) 328-3828 OR SEND US A MyChart MESSAGE.

TRACI WORKS DIRECTLY WITH DR. OEHME AND ALL OF OUR STAFF MEMBERS HAVE ACCESS TO YOUR CHART TO ANSWER YOUR QUESTIONS.

Office hours: Monday-Friday 8:00am-5:00pm

Please call (803) 328-3828 with any questions or concerns and leave a detailed message with one of our receptionists for Traci or Dr. Oehme

Don't forget to sign up for MyChart!

MyChart allows you to send messages, view your test results, renew your prescriptions, schedule appointments, and more.

Follow up on your test results.

If your have advanced imaging tests (MRI, CT scans, ultrasounds) or other advanced lab tests, schedule a follow up visit with Dr. Oehme several days after the test to review the results and outline any further work-up that may be recommended..

Protect your digestive system!

Whenever you are prescribed an antibiotic, remember to take a PRO-biotic for a couple of weeks at least. Probiotics (such as Align, Culturelle, and others) help restore the GOOD bacteria to your GI tract and help prevent a serious antibiotic-associated diarrheal infection (C. Difficile diarrhea).

Rock Hill Family Medicine wants to keep you heathy!!!

According to our records, you may be due for the following Health Maintenance Procedures. Please talk to Dr.Oehme or our referral staff to have them scheduled as indicated. If some of

these are usually ordered by another physician and/or you have completed them, please let us know.

Health Maintenance Due

Topic	Date Due
• Pneumococcal Vaccine: Pediatrics and At Risk Patients (1 - PCV)	Never done
• Adult Wellness Exam	01/21/2015
• Zoster Vaccine (1 of 2)	Never done
• Annual Spirometry Testing	03/15/2020
• Mammogram	08/17/2021

Additional Documentation

Vitals: BP 137/78 (BP Location: Left arm, Patient Position: Sitting) Pulse 57 Temp 97.6 °F (36.4 °C) (Temporal) Ht 5' 5" (1.651 m) Wt 193 lb (87.5 kg) SpO2 99% BMI 32.12 kg/m² BSA 2 m² Pain Sc 0-No pain More Vitals

Flowsheets: Vital Signs, Pain Reassessment, Kcentra Dose Calculator, Anthropometrics, Vital Signs, GAD-7

Encounter Info: Billing Info, History, Allergies, Detailed Report

Outpatient Morphine Milligram Equivalents Per Day

9/22/22 and after 45 MME/Day

Order Name	Dose	Route	Frequency	Maximum MME/Day
oxyCODONE-acetaminophen (PERCOCET,ENDOCET) 10-325 mg per tablet	1 tablet	Oral	3 times a day as needed	45 MME/Day
Total Potential Morphine Milligram Equivalents Per Day				**45 MME/Day**

Calculation Information

oxyCODONE-acetaminophen (PERCOCET,ENDOCET) 10-325 mg per tablet

oxyCODONE-acetaminophen 10-325 mg Tabs: single dose of 10 mg of opioid * 3 doses per day * morphine equivalence factor of 1.5 = 45 MME/Day

Orders Placed

None

Medication Changes

As of 6/23/2022 10:30 AM

	Refills	Start Date	End Date
Albuterol Sulfate			
Discontinued or Completed: albuterol sulfate (PROVENTIL) 2.5 mg/3 mL nebulizer solution			

	Refills	Start Date	End Date
Discontinued or Completed: albuterol sulfate HFA (PROVENTIL,VENTOLIN,PROAIR) 108 (90 Base) MCG/ACT inhaler			

Medication List at End of Visit

As of 6/23/2022 10:30 AM

	Refills	Start Date	End Date
Ascorbic Acid (VITAMIN C) 1000 MG tablet Take 1,000 mg by mouth daily. - Oral Patient-reported medication			
aspirin 81 mg chewable tablet Chew 81 mg by mouth. - Oral Patient-reported medication			
Azelastine HCl 0.15 % SOLN nasal spray two sprays by Nasal route 2 (two) times daily. - Nasal Notes to Pharmacy: appt 6/2022	11	5/20/2022	
cetirizine (ZYRTEC ALLERGY) 10 mg tablet Take one tablet (10 mg dose) by mouth daily. - Oral	3	6/23/2022	6/23/2023
clonazePAM (KLONOPIN) 1 mg tablet 1 po in AM and 2 po before bedtime.	5	5/20/2022	
cloNIDine (CATAPRES) 0.1 mg tablet 1 po q 8 hour prn if SBP at or over 150	5	5/20/2022	
Cyanocobalamin (VITAMIN B-12 PO) Take 1 tablet by mouth every morning. - Oral Patient-reported medication			
diclofenac sodium (VOLTAREN) 75 mg EC tablet Take 75 mg by mouth 2 (two) times daily. - Oral Patient-reported medication		7/28/2021	
ELDERBERRY PO Take 2 each by mouth daily. - Oral Patient-reported medication			
ergocalciferol (VITAMIN D2) 50,000 units CAPS capsule TAKE ONE CAPSULE BY MOUTH EVERY WEEK	3	5/20/2022	
ezetimibe (ZETIA) 10 MG tablet Take 10 mg by mouth daily. - Oral Patient-reported medication		7/7/2021	
Flaxseed, Linseed, (FLAX SEED OIL) 1000 MG CAPS Take 1 capsule by mouth every morning. - Oral Patient not taking: Reported on 6/23/2022 Patient-reported medication			
fluconazole (DIFLUCAN) 150 mg tablet 1 po today, then 1 po in three days.	5	6/23/2022	6/23/2023
folic acid (FOLVITE) 400 MCG tablet 0.4 mg per 1 tablet, ORAL, Daily		3/8/2022	

	Refills	Start Date	End Date
Patient-reported medication			
ATROVENT HFA 17 MCG/ACT inhaler	11	5/25/2022	
INHALE 2 PUFFS 4 TIMES A DAY AS NEEDED FOR COUGH AND CONGESTION			
Ipratropium-Albuterol			
ipratropium-albuterol (DUONEB) 0.5-2.5 mg/3 mL ML SOLN nebulizer solution	0	4/4/2022	
USE 1 VIAL IN NEBULIZER FOUR TIMES A DAY			
ipratropium-albuterol (COMBIVENT RESPIMAT) 20-100 MCG/ACT inhaler	11	5/20/2022	
Inhale one puff into the lungs every 6 (six) hours as needed for Wheezing. - Inhalation			
metoprolol tartrate (LOPRESSOR) 25 mg tablet		7/7/2021	
Take 12.5 mg by mouth 2 (two) times daily. - Oral			
Patient-reported medication			
mometasone (NASONEX) 50 MCG/ACT nasal spray			
2 sprays by Both Nostrils route daily. - Both Nostrils			
Patient-reported medication			
Naloxone HCl 4 MG/0.1ML LIQD nasal spray	0	1/11/2020	
one spray by Nasal route once as needed for up to 1 dose. - Nasal			
olmesartan medoxomil (BENICAR) 40 mg tablet	3	5/20/2022	
Take one tablet (40 mg dose) by mouth daily. - Oral			
Notes to Pharmacy: Stop telmisarten/ pt informed			
omeprazole (PRILOSEC) 40 mg capsule	3	6/23/2022	
1 po BID			
oxyCODONE-acetaminophen (PERCOCET,ENDOCET) 10-325 mg per tablet		7/28/2021	
Take 1 tablet by mouth 3 (three) times a day as needed. - Oral			
Patient-reported medication			
Probiotic Product (PROBIOTIC DAILY PO)			
Take 1 each by mouth daily. (Tea) - Oral			
Patient-reported medication			
promethazine (PHENERGAN) 25 MG tablet		8/18/2021	
Take 25 mg by mouth 2 (two) times a day as needed. - Oral			
Patient-reported medication			
rizatriptan (MAXALT-MLT) 10 MG disintegrating tablet	3	5/20/2022	
Take one tablet (10 mg dose) by mouth as needed for Migraine. May repeat in 2 hours if needed - Oral			
tamsulosin (FLOMAX) 0.4 mg CAPS	0	1/21/2022	8/14/2022
Take one capsule (0.4 mg dose) by mouth daily for 30 days. - Oral			
tiZANidine (ZANAFLEX) 4 mg tablet		9/25/2021	
Take 4 mg by mouth 3 (three) times a day. - Oral			
Patient-reported medication			
venlafaxine HCl (EFFEXOR XR) 75 mg 24 hr capsule	3	3/17/2022	3/12/2023
Take one capsule (75 mg dose) by mouth 2 (two) times daily. - Oral			
Notes to Pharmacy: Pt has dizziness with 150 mg tablet once a day. Better with 75 mg BID dosing.			

	Refills	Start Date	End Date
Zinc Sulfate 140 (50 Zn) MG TABS 140 mg per 1 tablet, ORAL, Daily Patient-reported medication		3/8/2022	

Visit Diagnoses

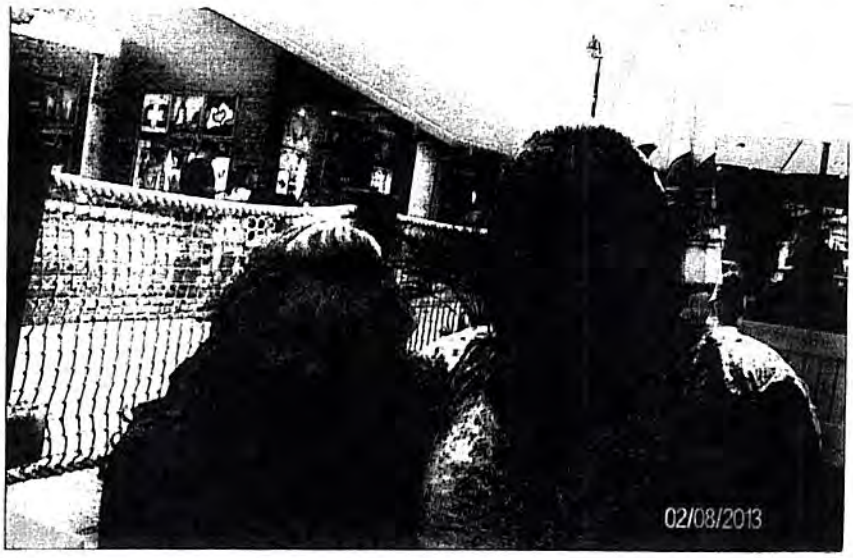
Primary: **Moderate persistent asthma, unspecified whether complicated** J45.40
Recurrent sinusitis J32.9
Moderate episode of recurrent major depressive disorder (*) F33.1
Essential hypertension, benign I10
Non-allergic rhinitis J31.0
Dyslipidemia, goal LDL below 100 E78.5
Primary insomnia F51.01
Anxiety F41.9
Chronic midline low back pain without sciatica M54.50, G89.29
Encounter for screening for malignant neoplasm of breast, unspecified screening modality Z12.39

Del 92

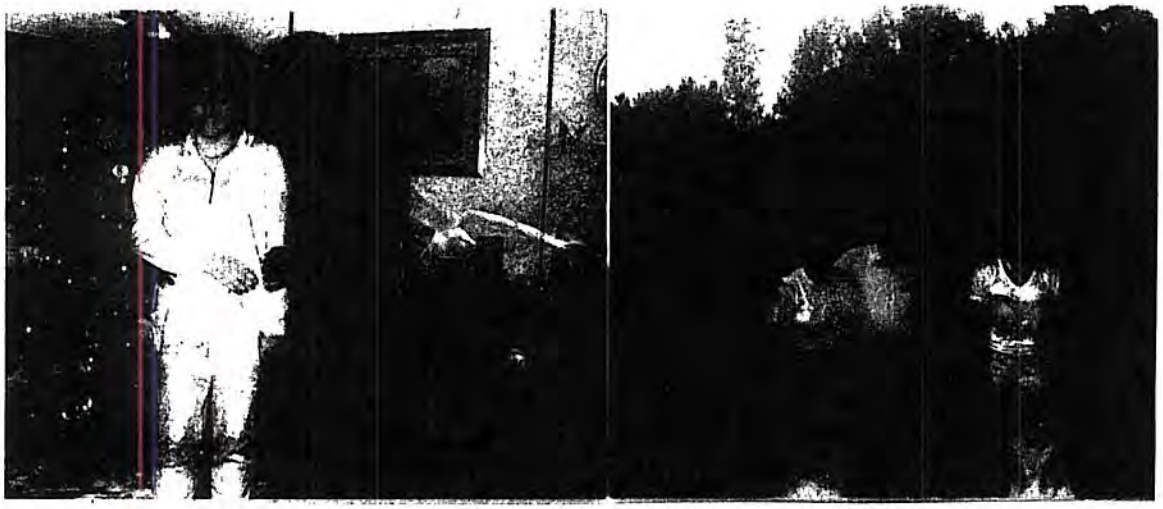
Del 93

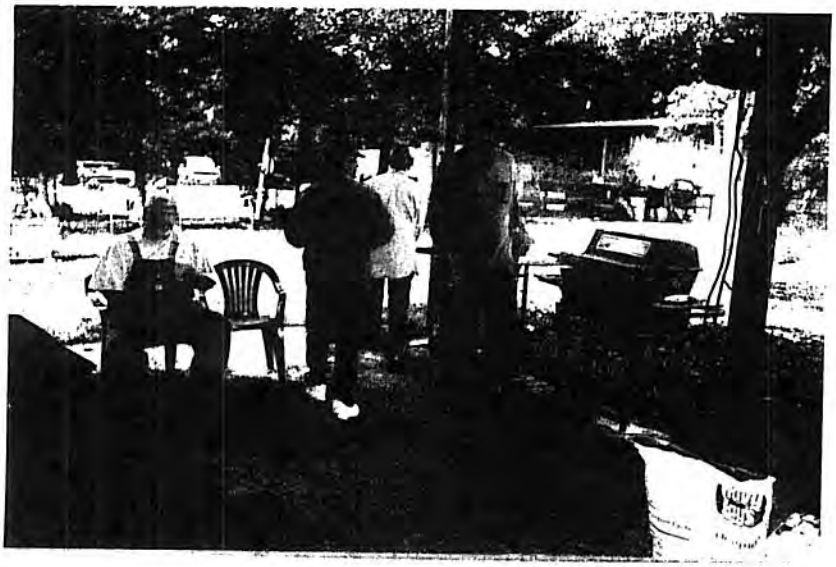
Del 94

Del 95



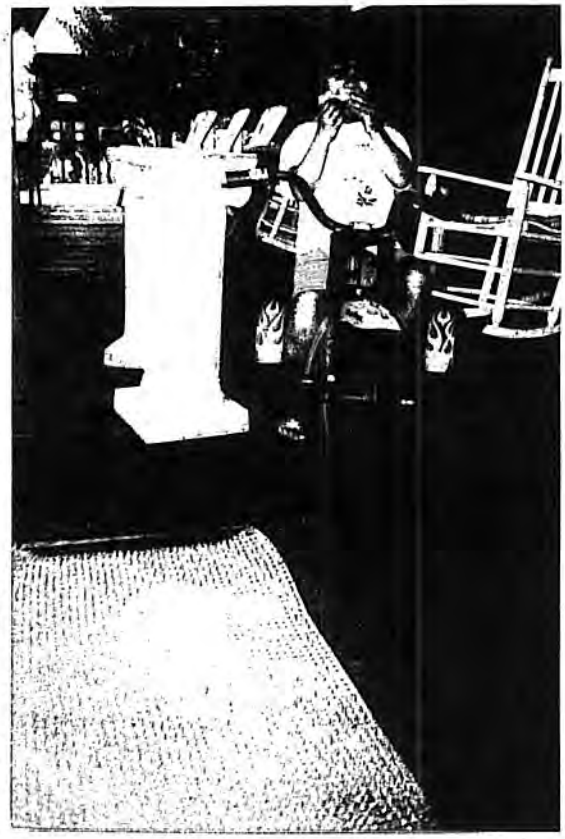
Del 96





Del 97

Del 98

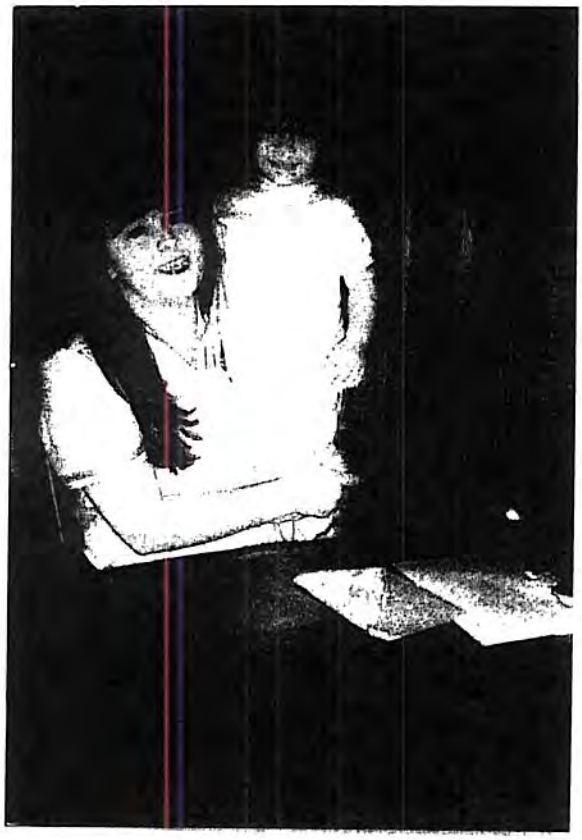


Del 99

Del 100

Del 101

Del 102



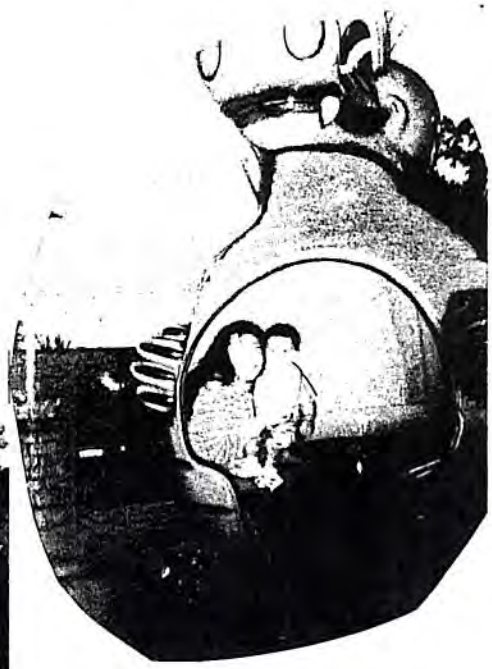
Del 103

Del 104

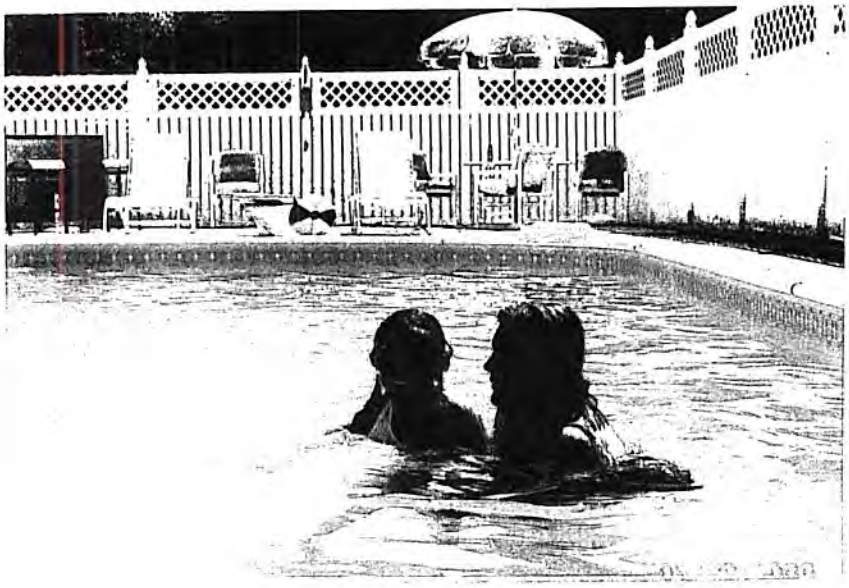
Del 105

SPECIAL TO THE HERALD

Samantha DelPozo brightened Christmas 1998 for her family.



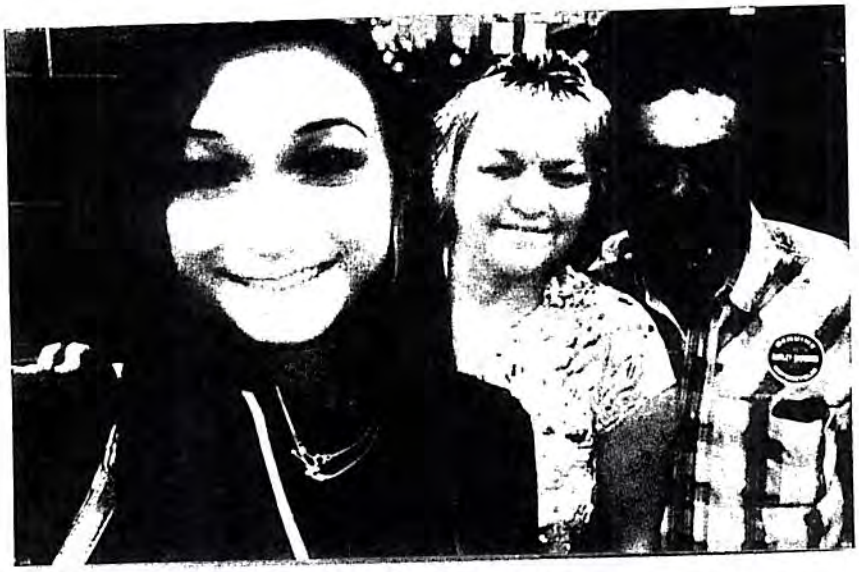
Del 106



Del 107

Del 108

Del 109



Del 110

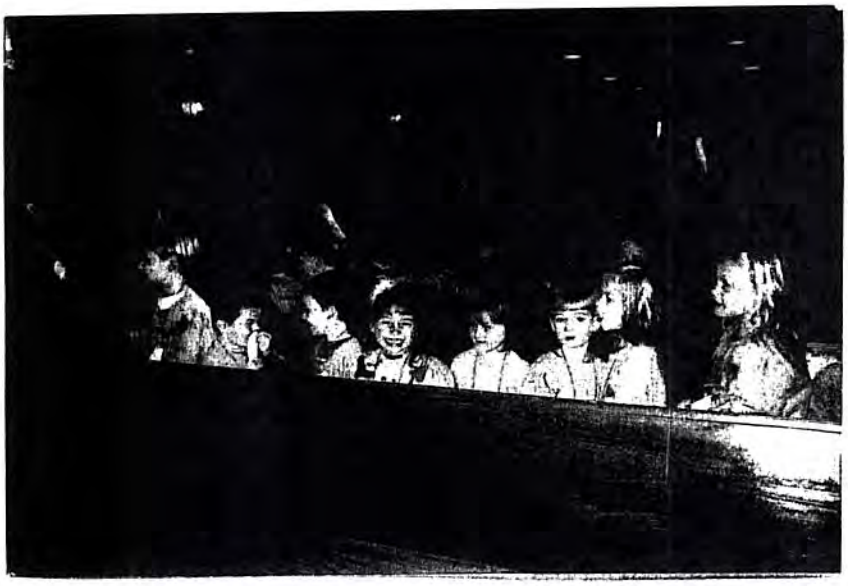
Del 111

Del 112

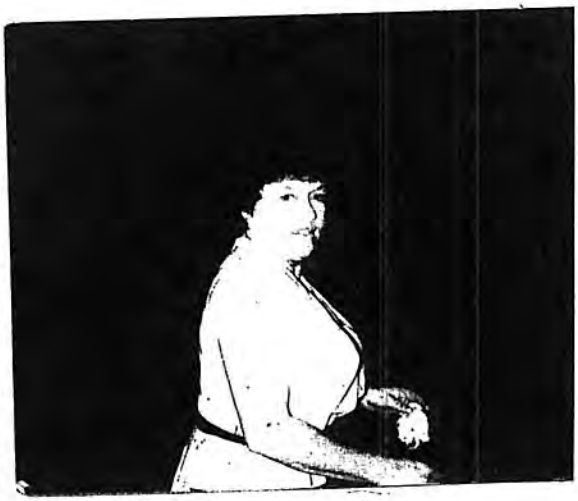
Del 113

Del 114

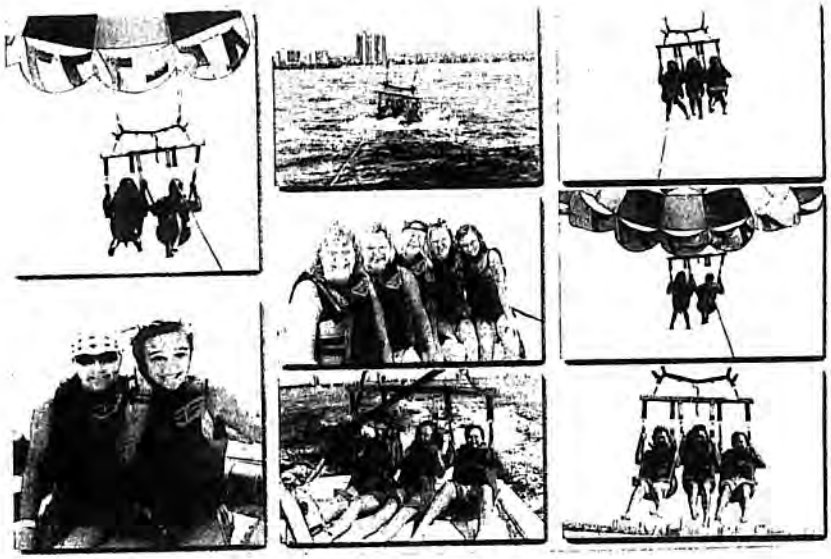
Del 115



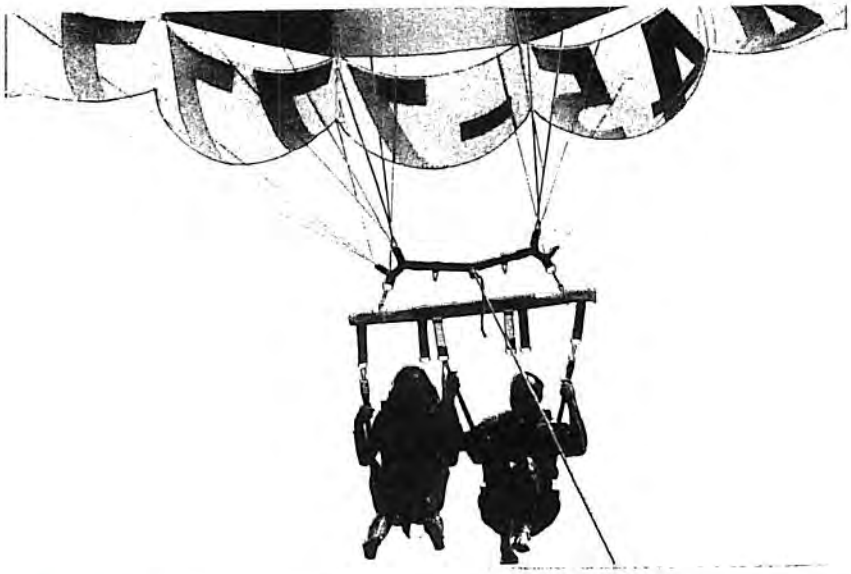
Del 116



Del 117



Del 118

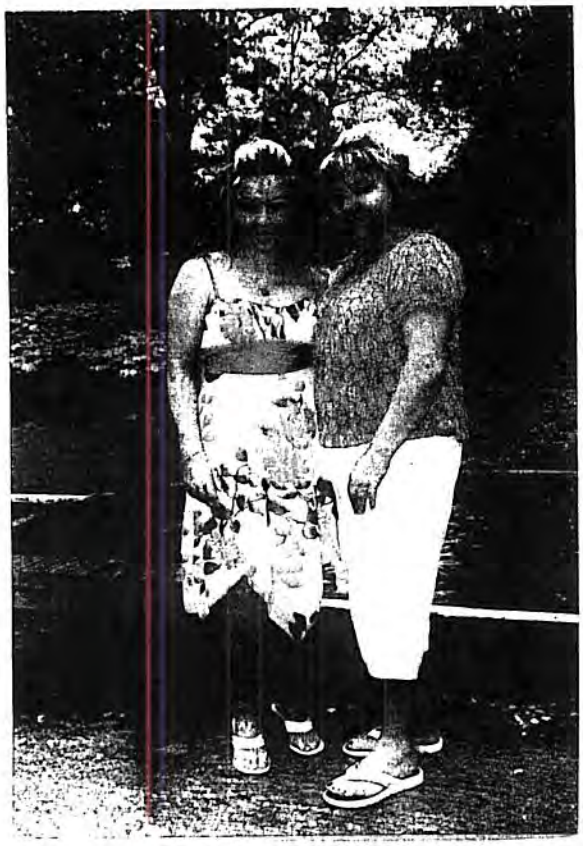


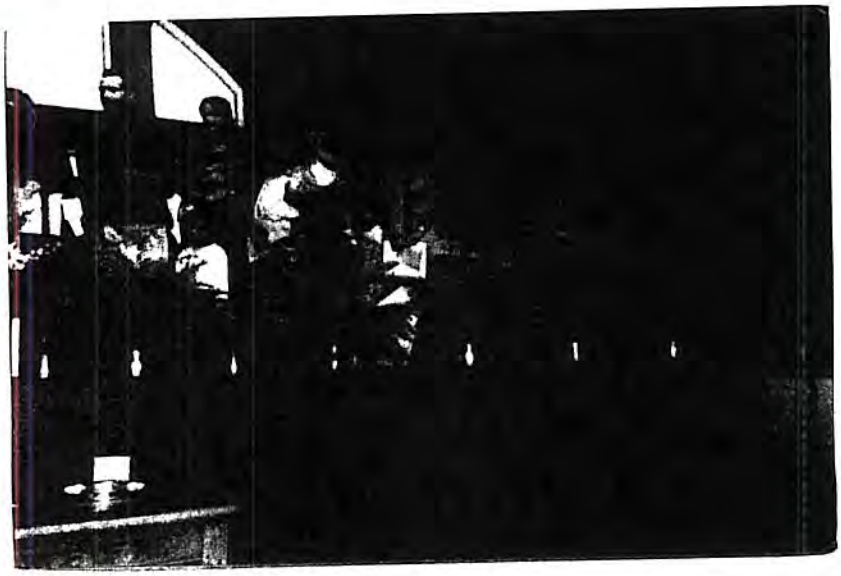
Del 119

Del 120

Del 121

Del 122





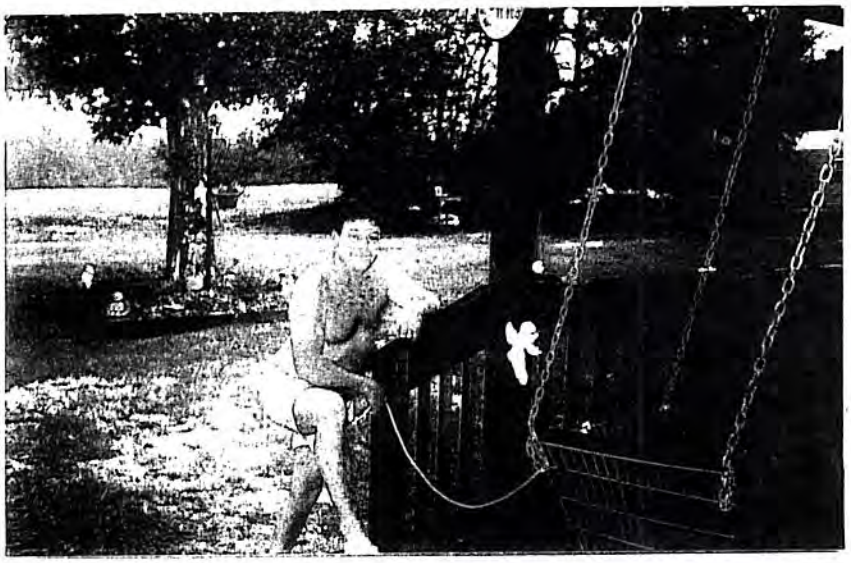
Del 123

Del 124

Del 125

Del 126

Del 127

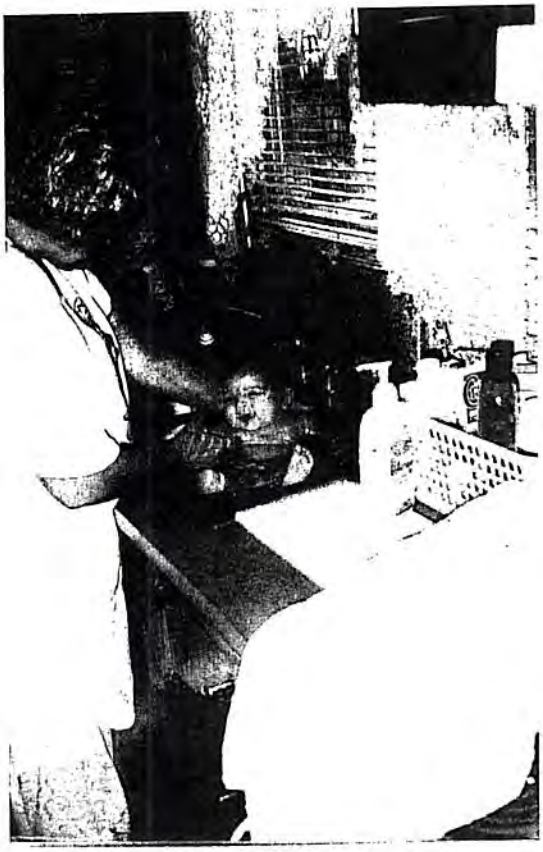


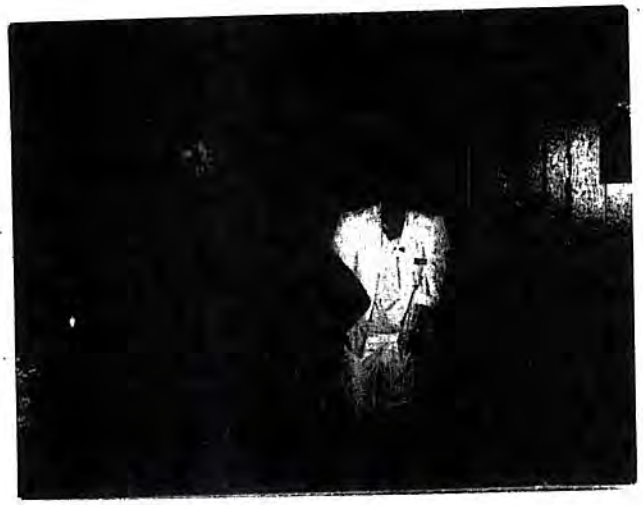
Del 128

Del 129

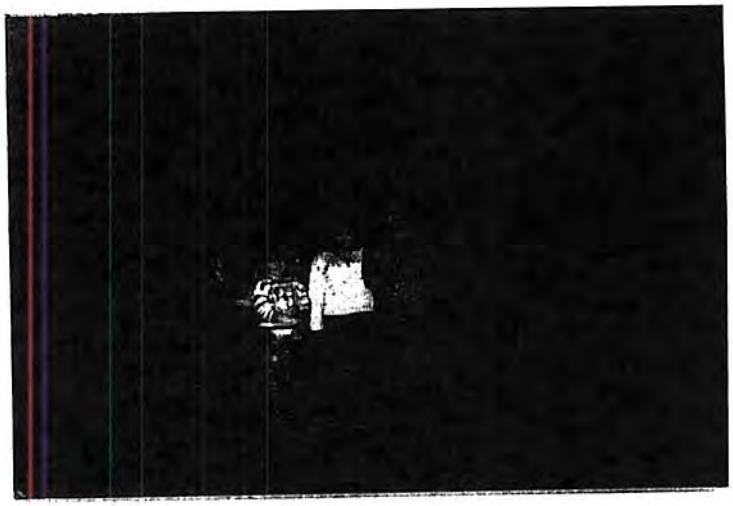
Del 130

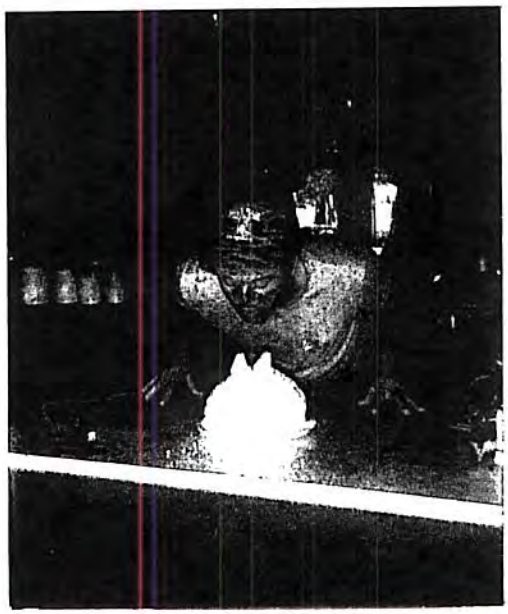
Del 131





Del 132





Del 133

Del 134

Del 135

Del 136

Del 137

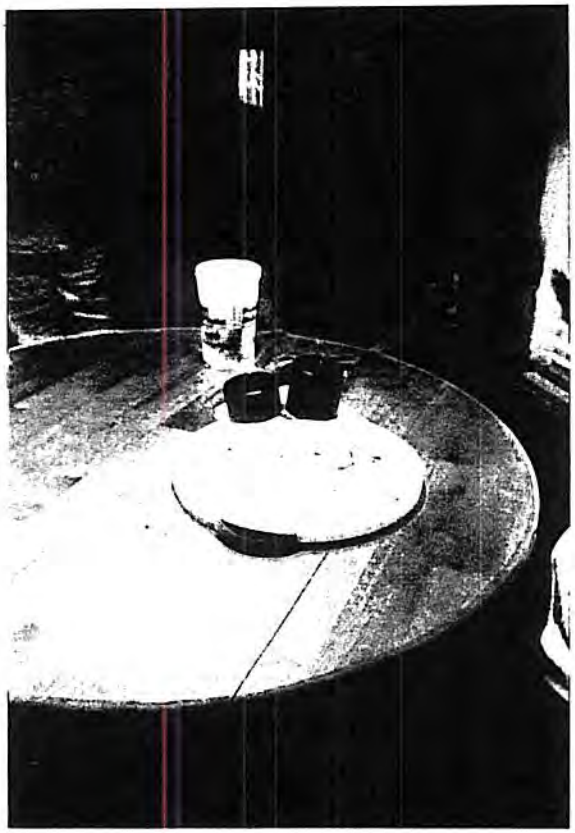
Del 139

Del 140

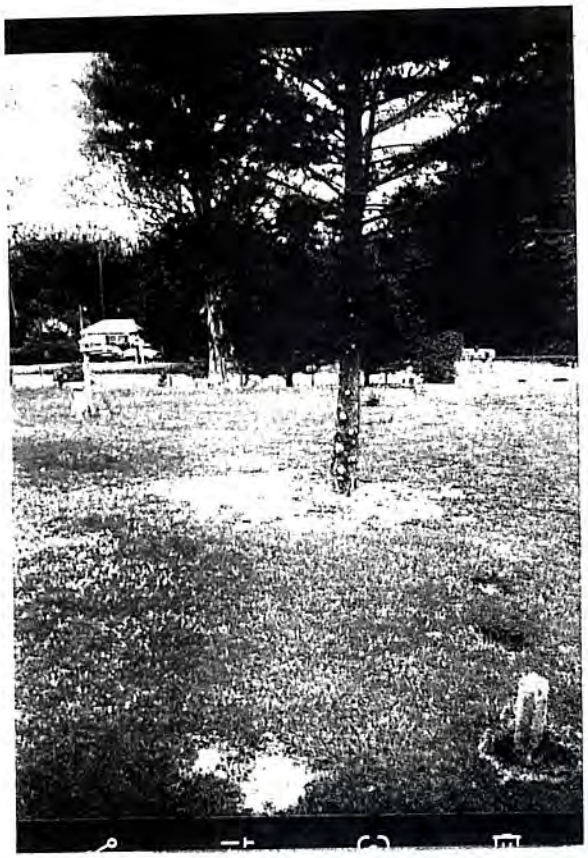
@rambler2931

Del 141

Del 142



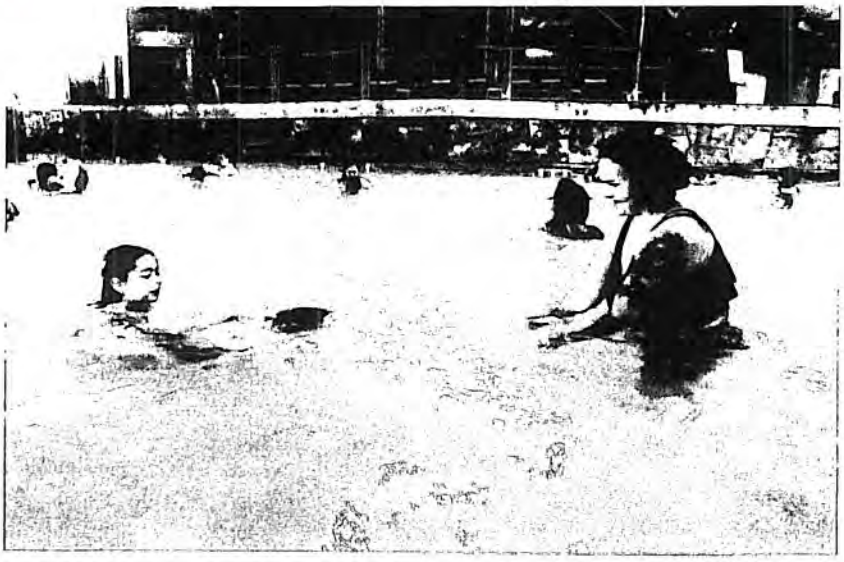
Del 143



Del 144

Del 145

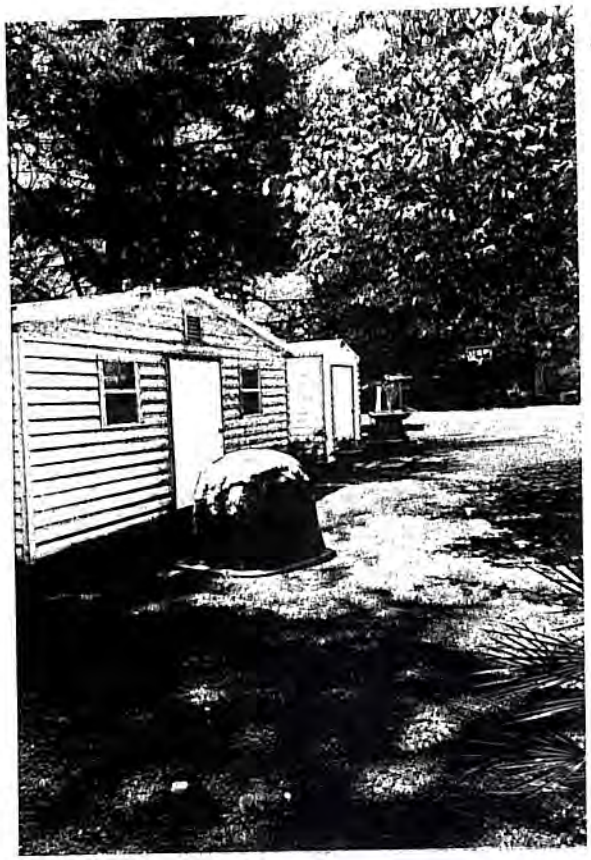
Del 146



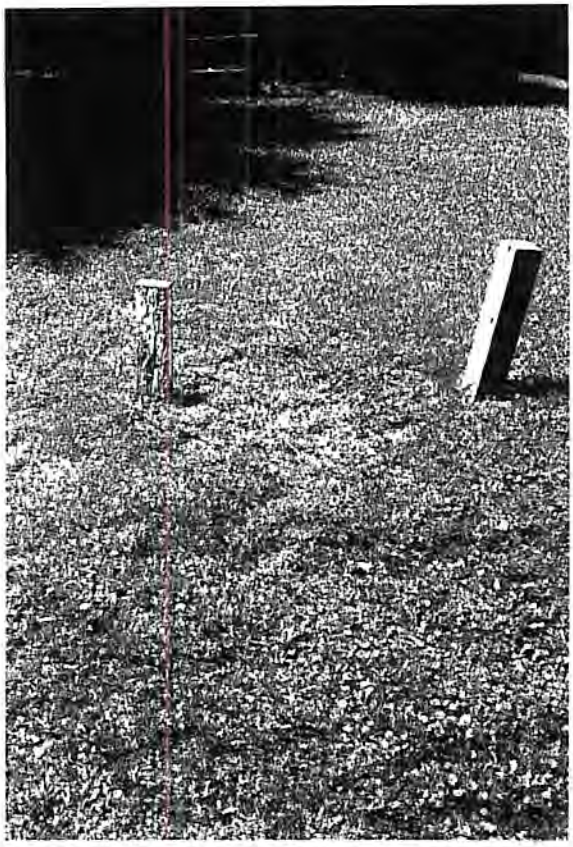
Del 147

Del 148

Del 149

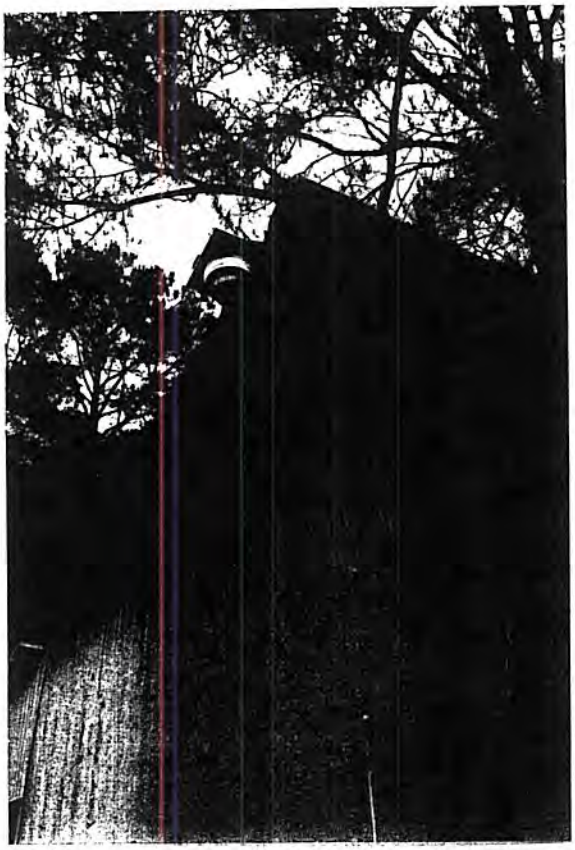


Del 150



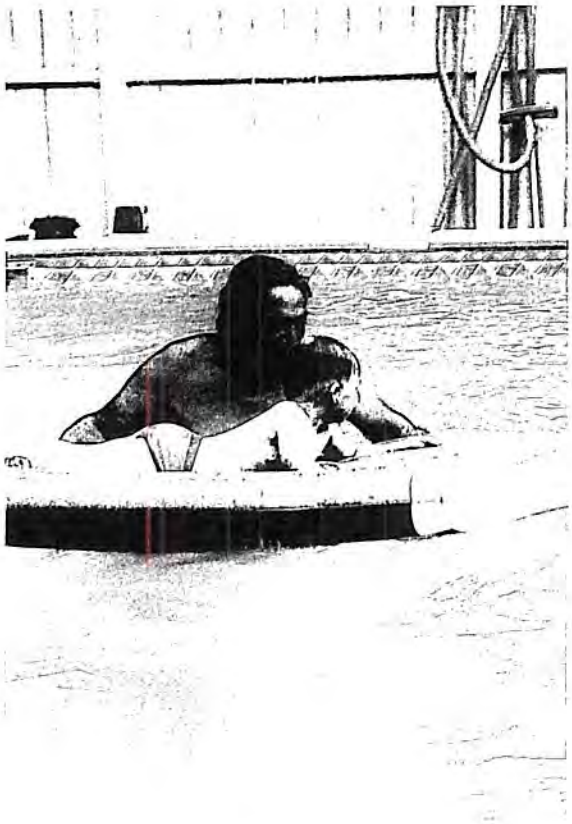
Del 151

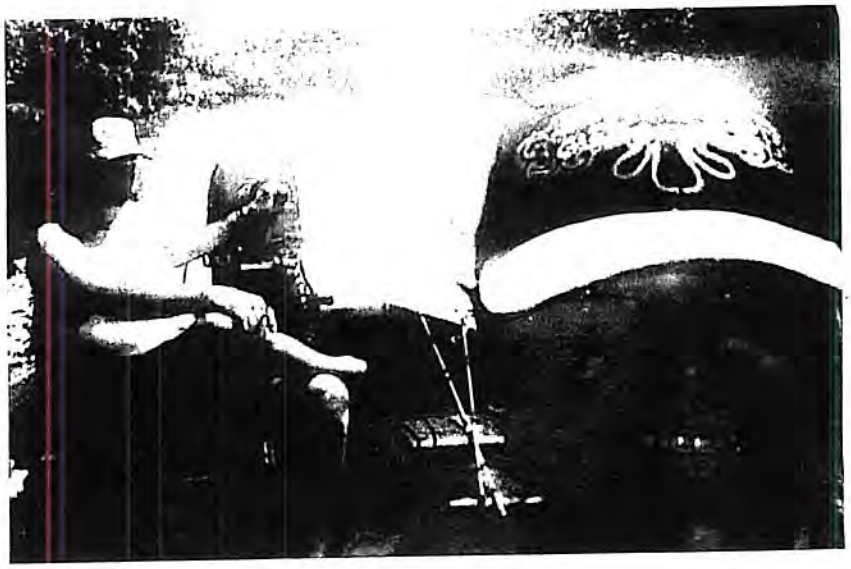
Del 152



Del 153

Del 154



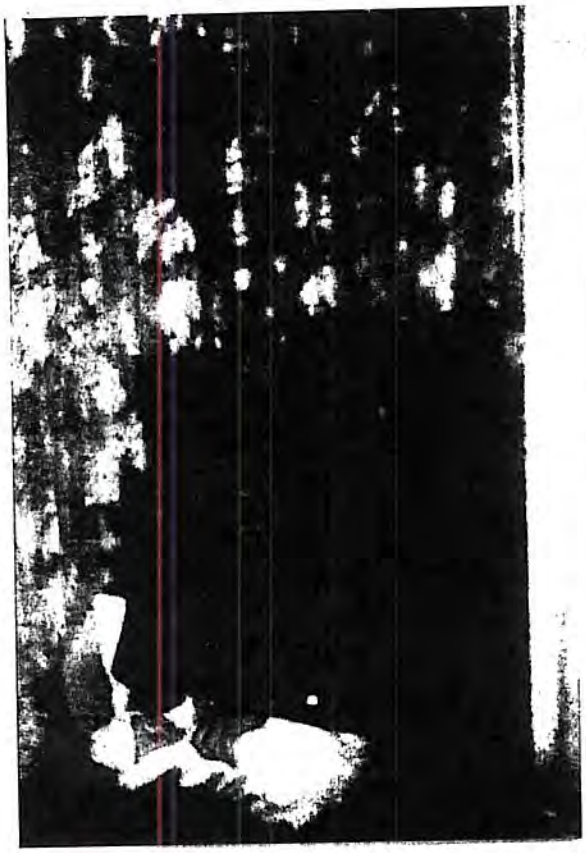


Del 155

Del 156

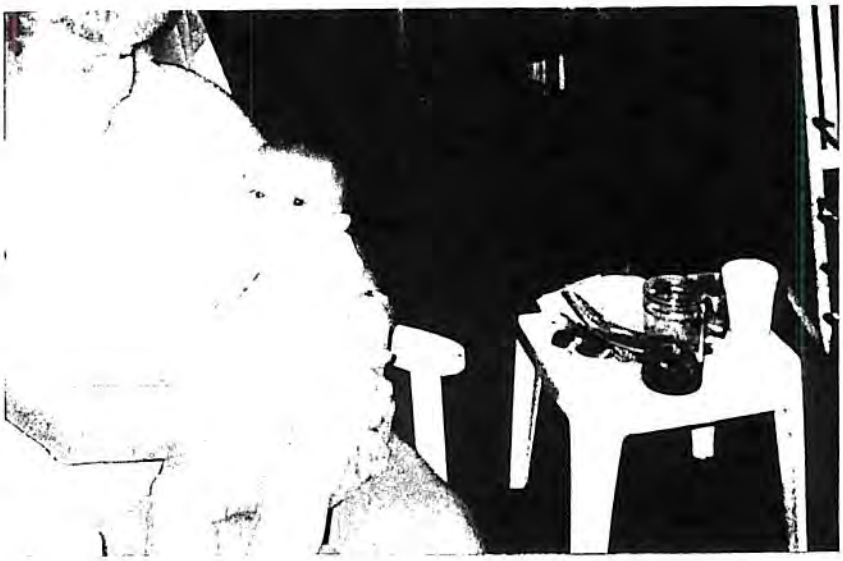
Del 157

Del 158



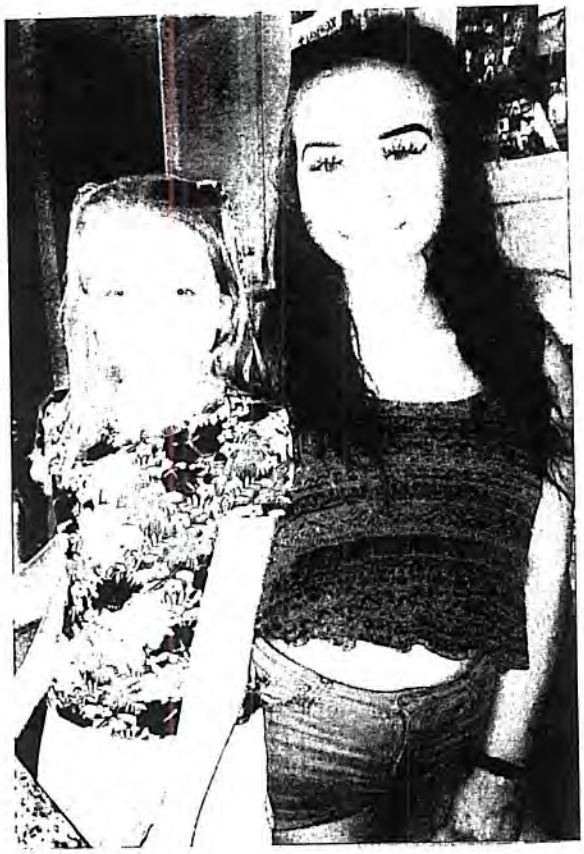
Del 159

Del 160



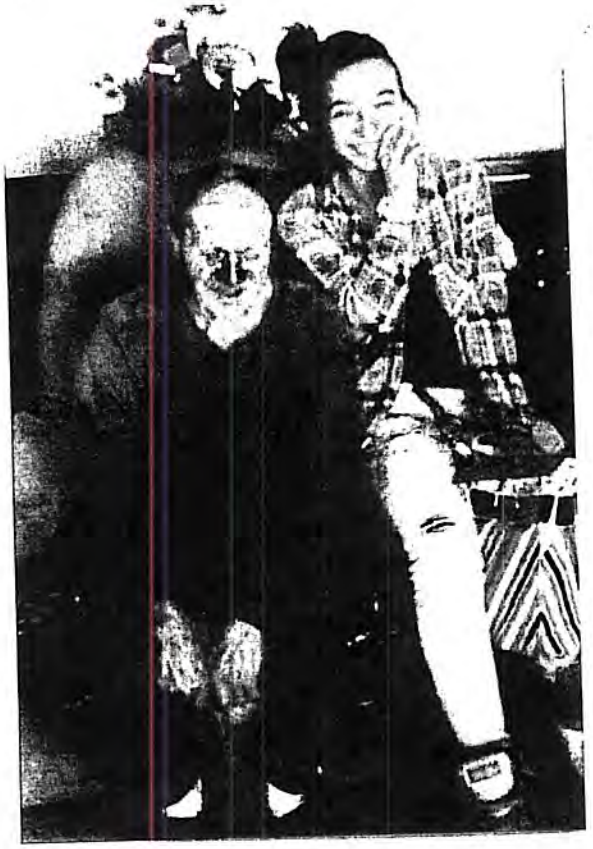
Del 161

Del 162



Del 163

Del 164




Angela Crouch
Feb 3, 2018 ·
I love my sister very much
Tim Laney and 39 others
5 comment
Like
Comment
Share

Del 165

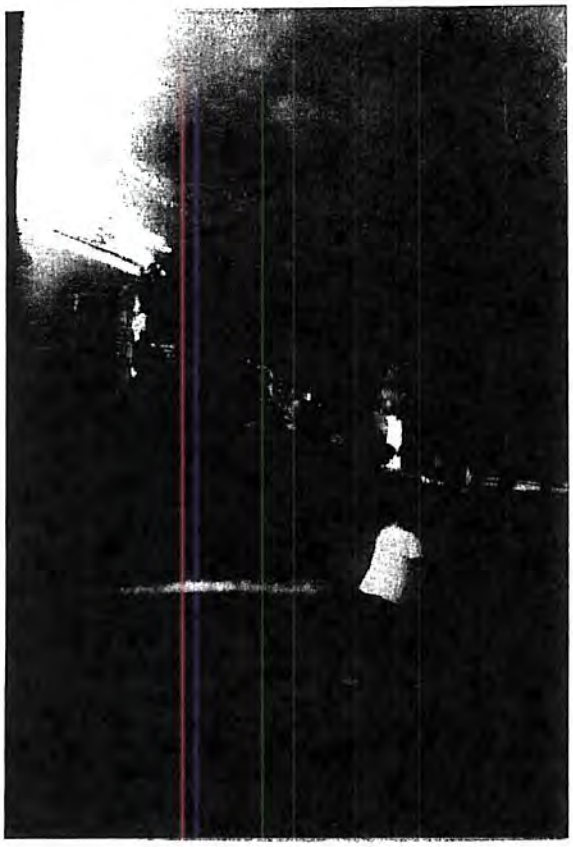
Del 166

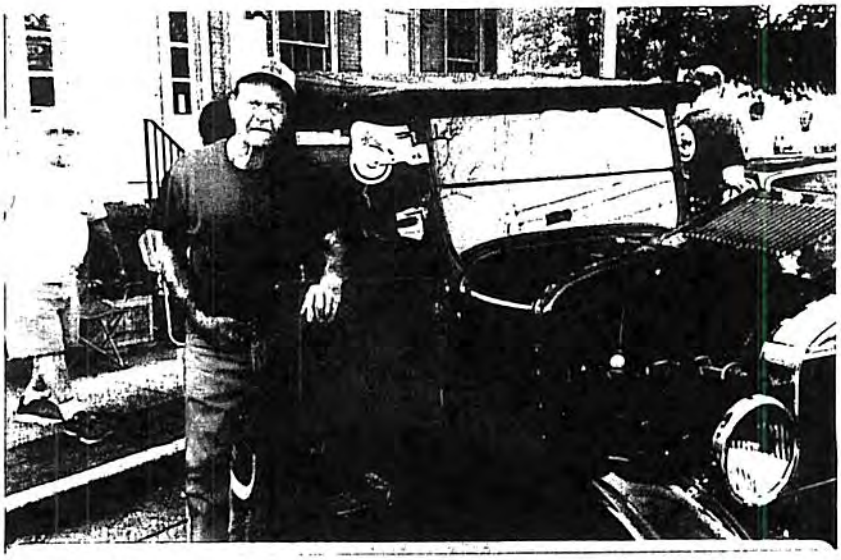
Del 167

Del 168

Del 169

Del 170

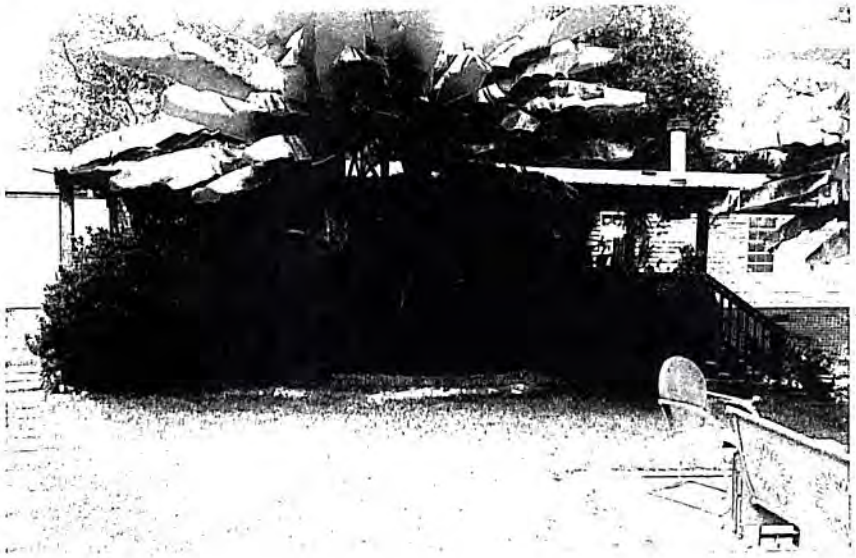




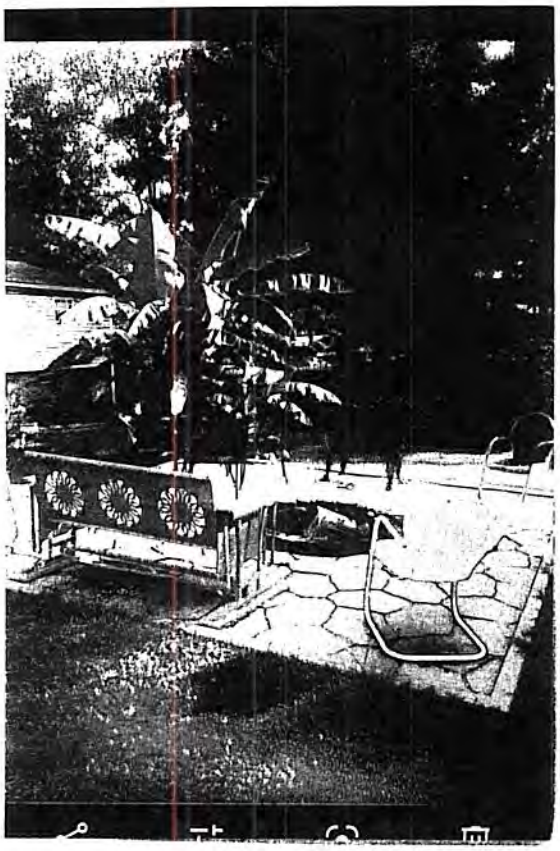
Del 171

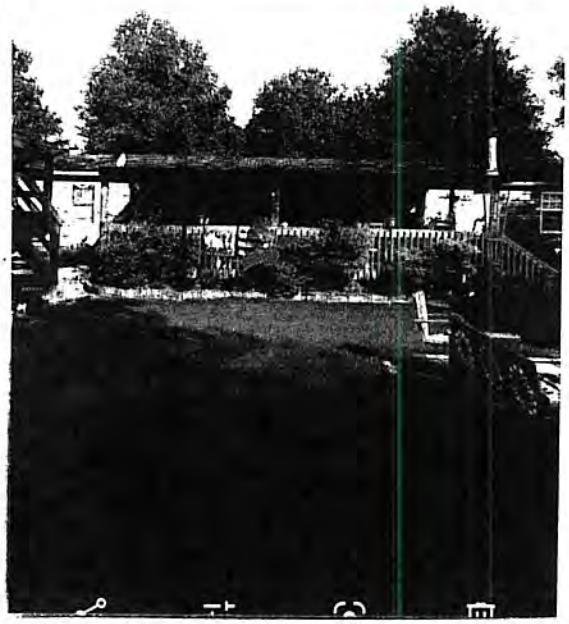
Del 172

Del 173



Del 174

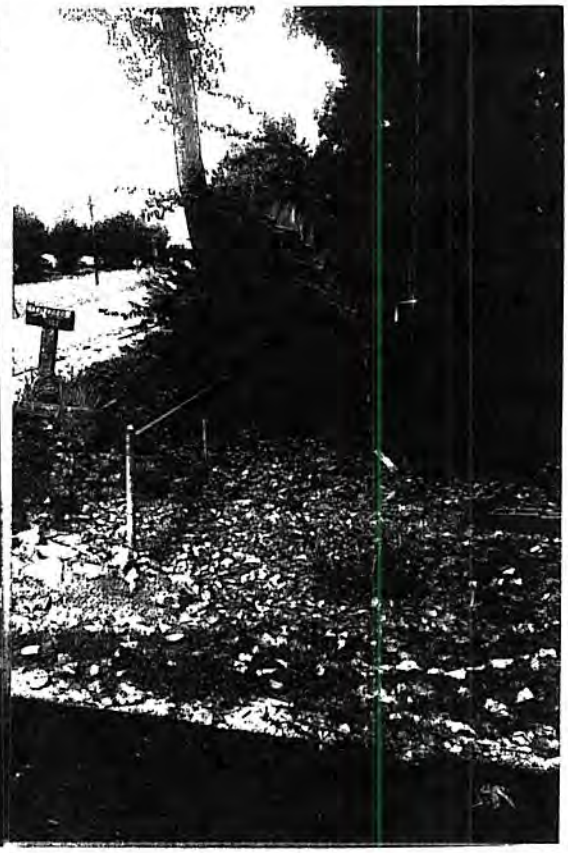




Del 175

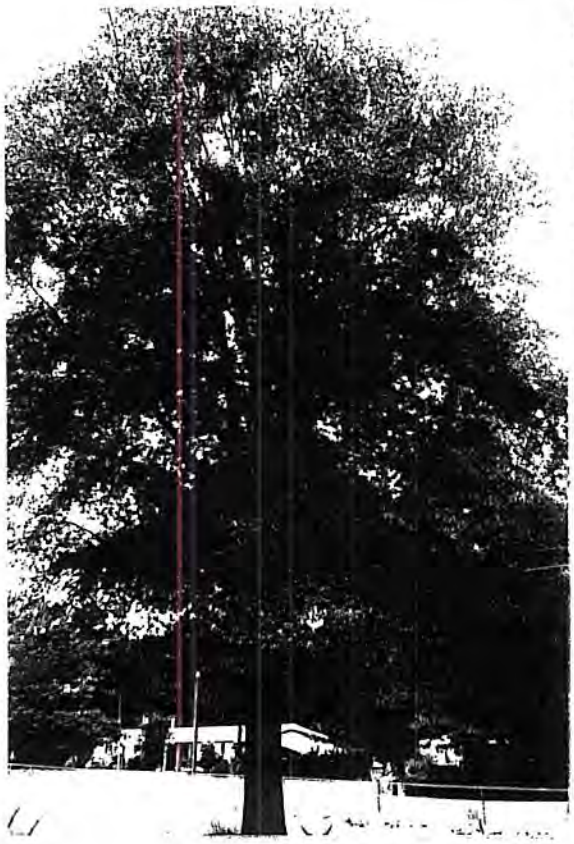
Del 176

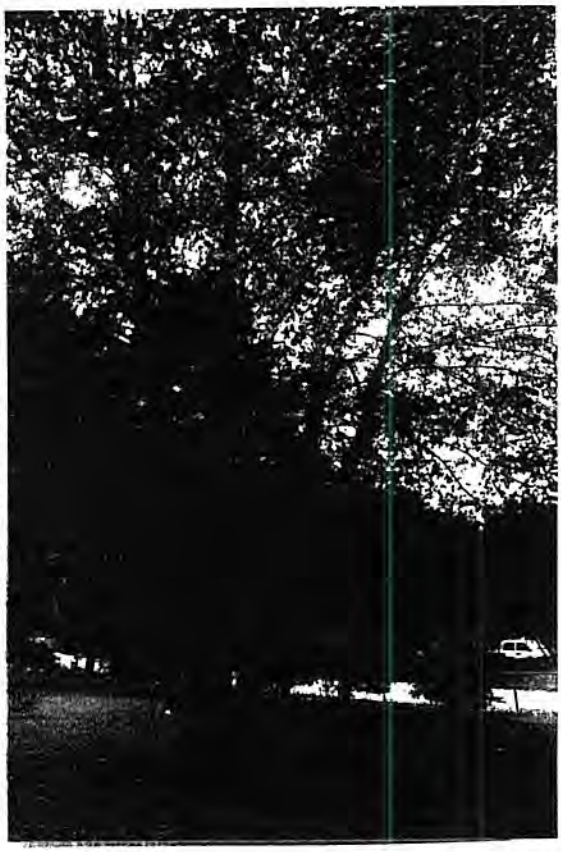
[redacted]



Del 177

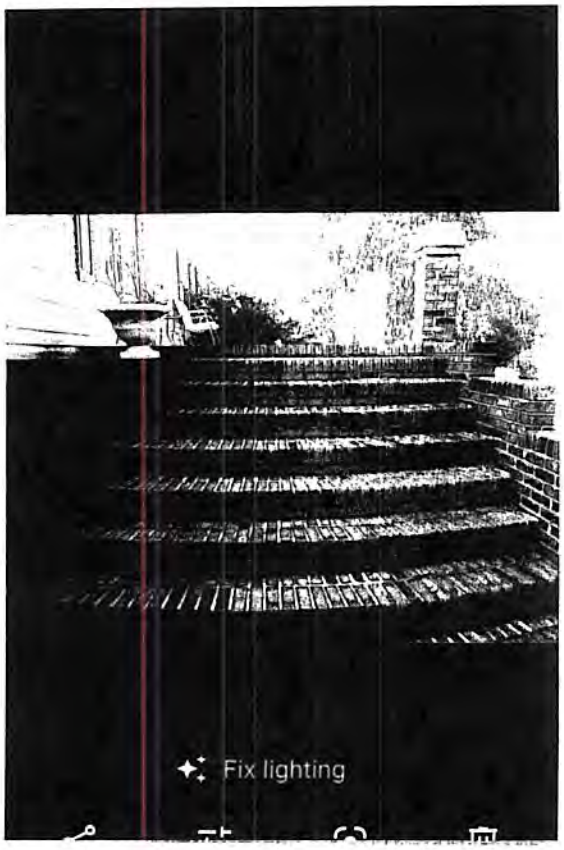
Del 178

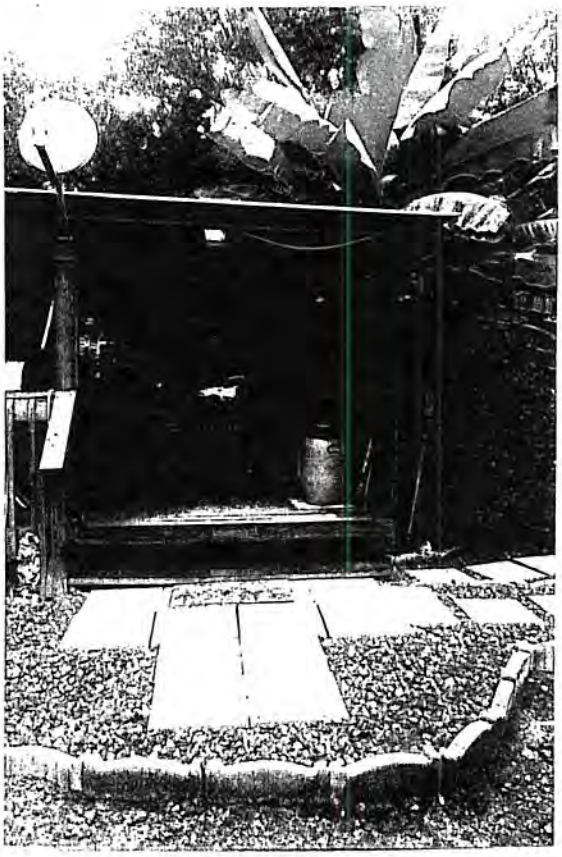




Del 179

Del 180

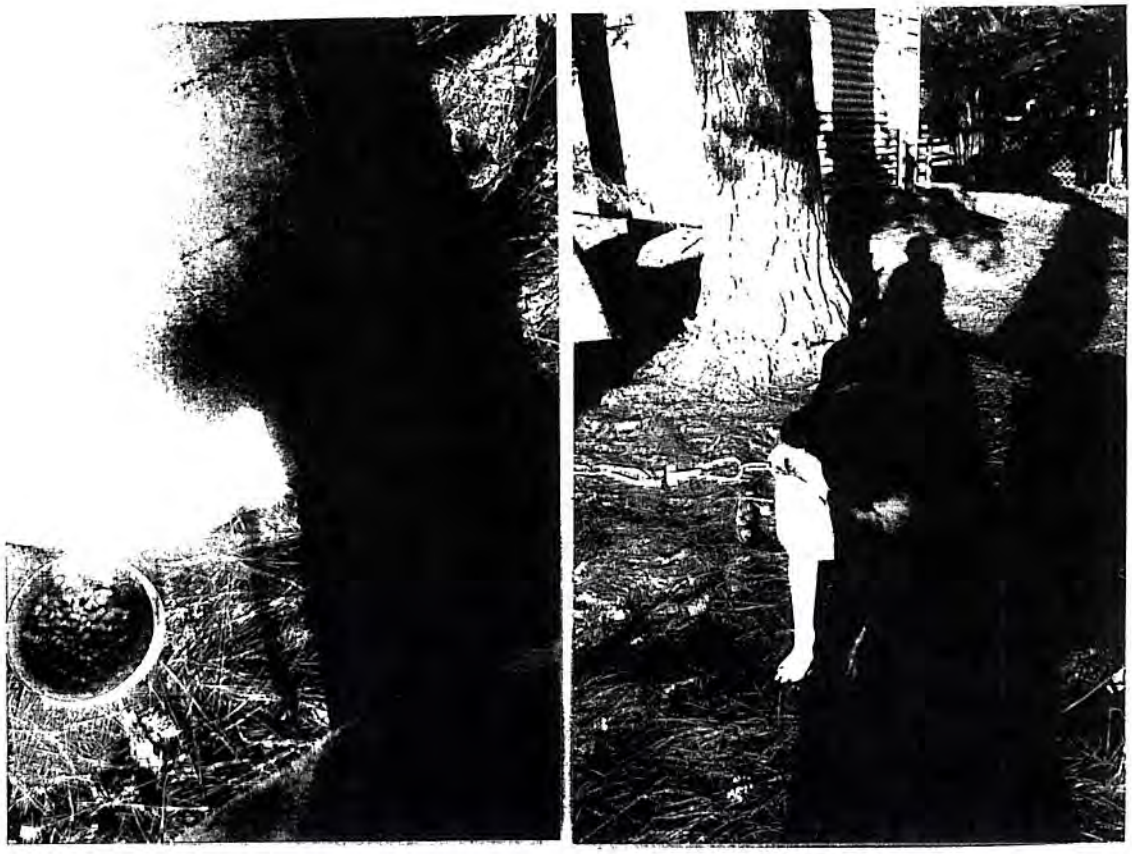


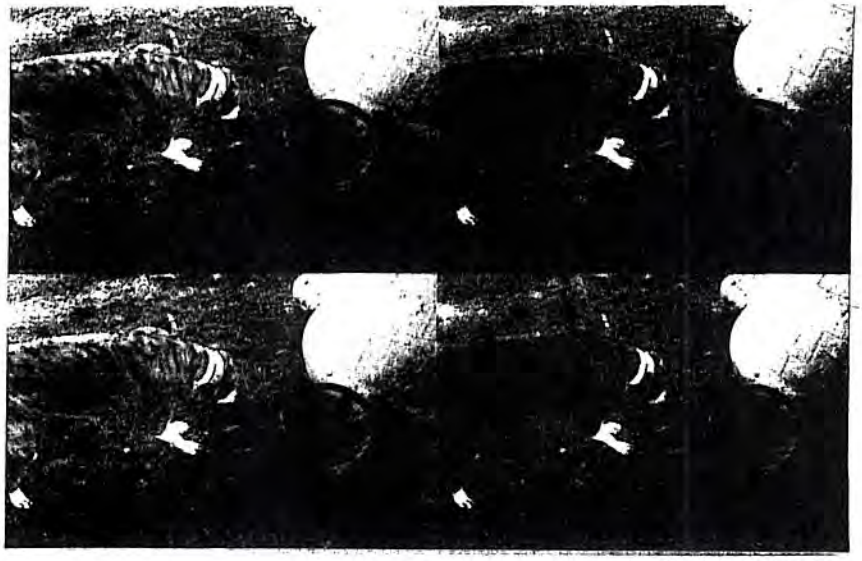


Del 181

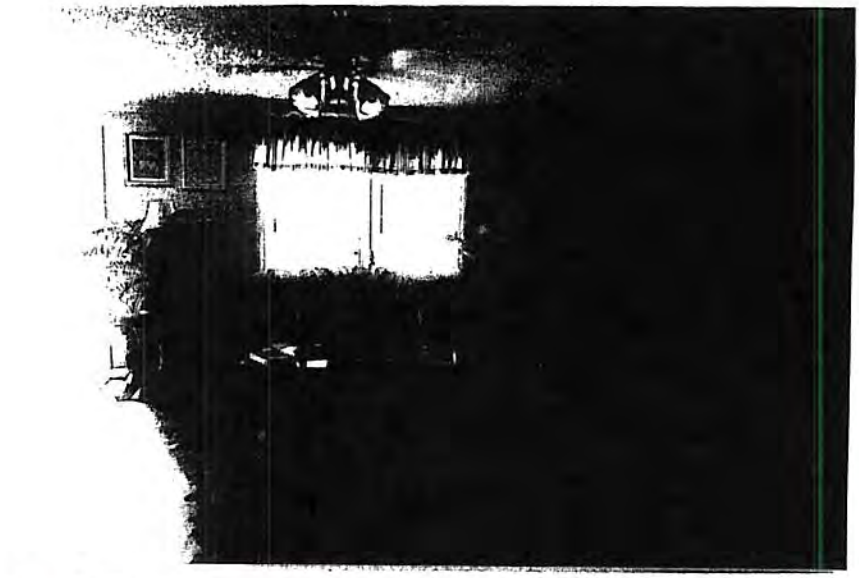
Del 182

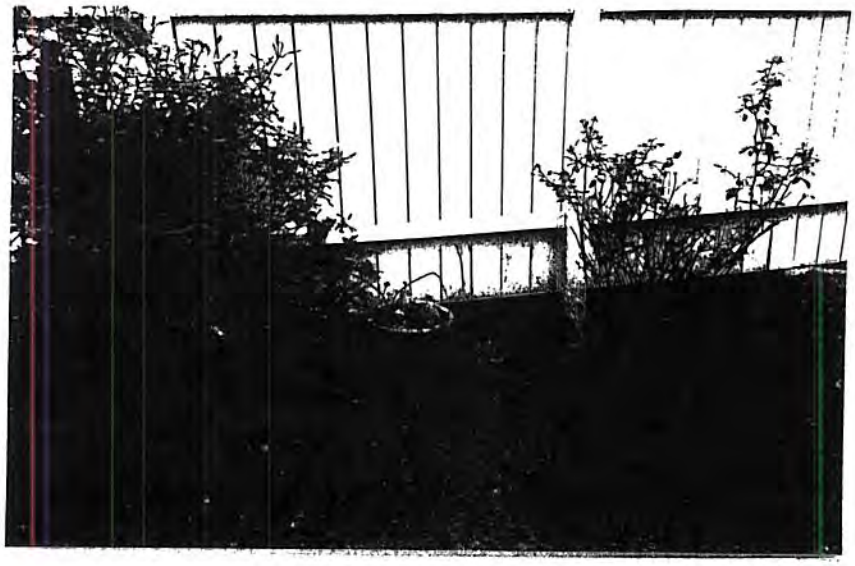
Del 183



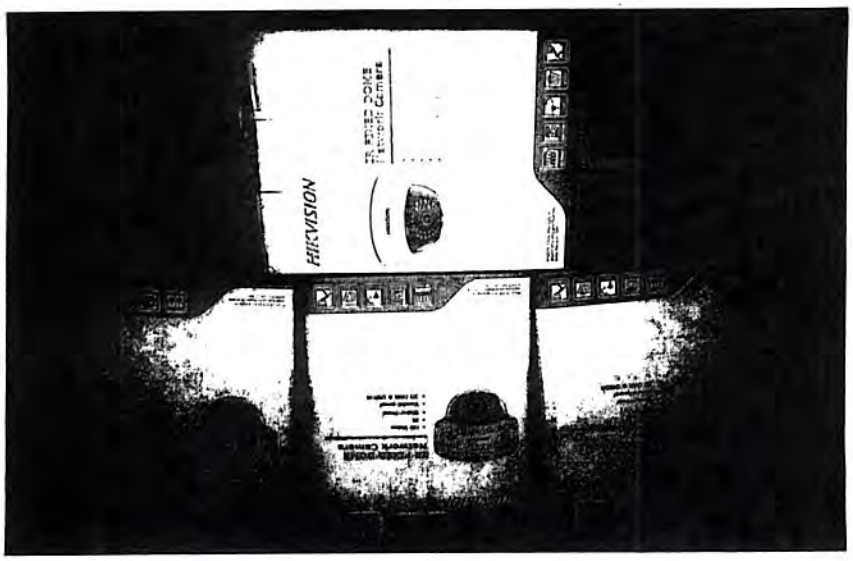


Del 184

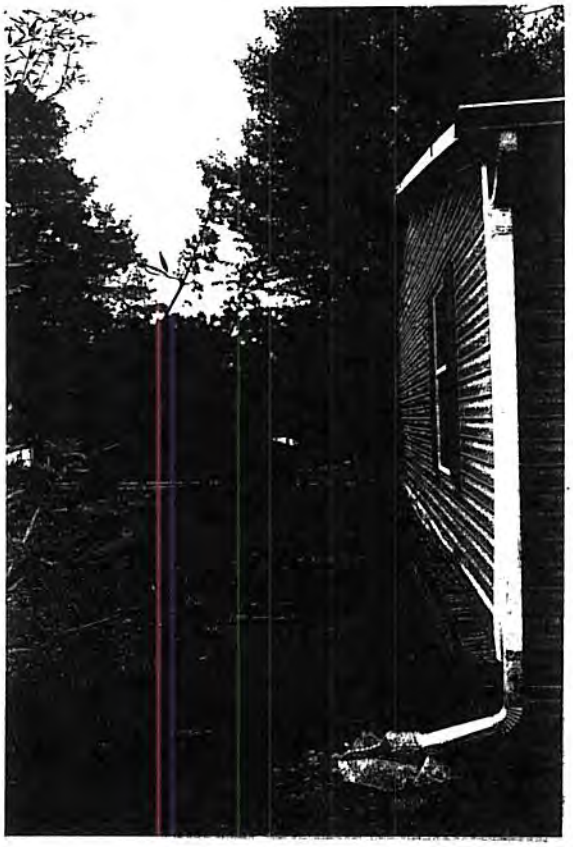


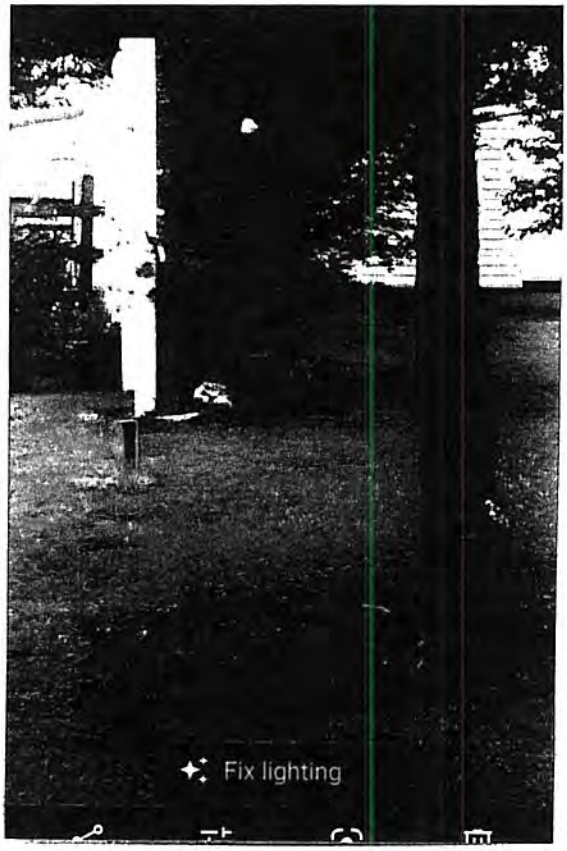


Del 185

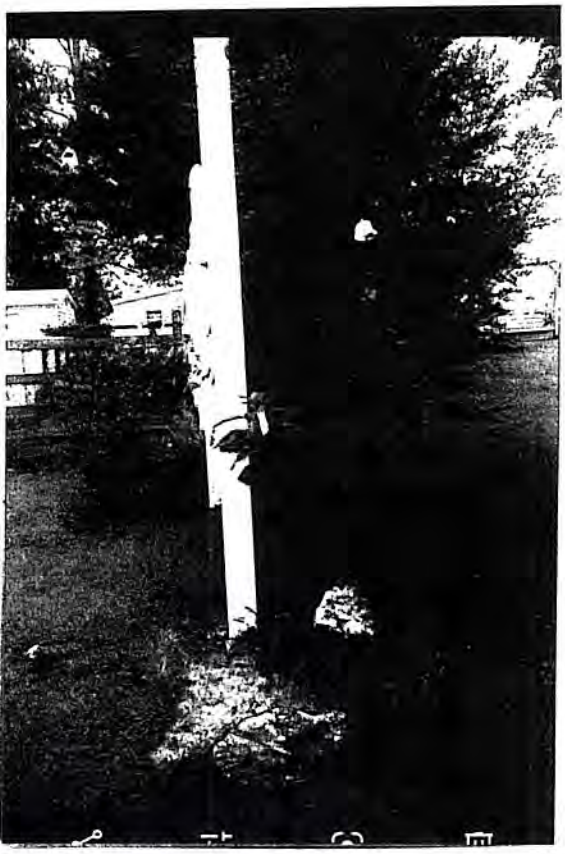


Del 186

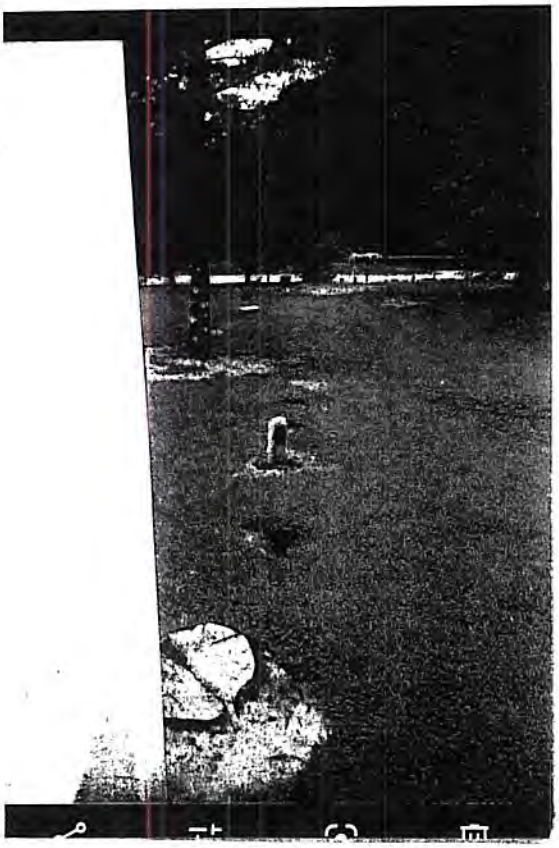


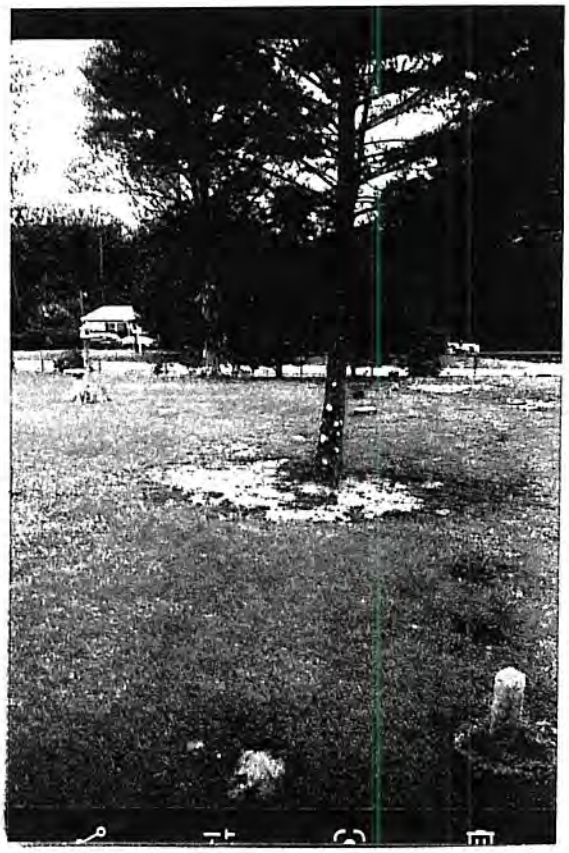


Del 187



Del 188

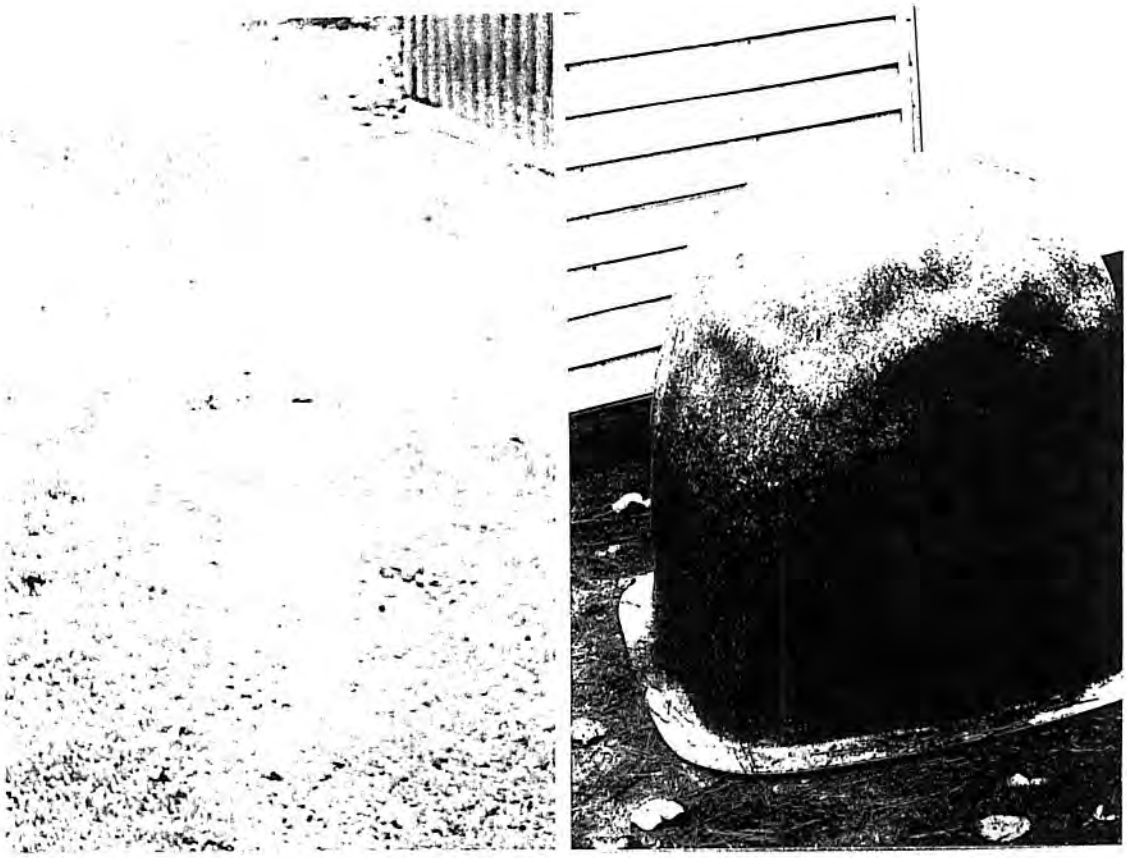




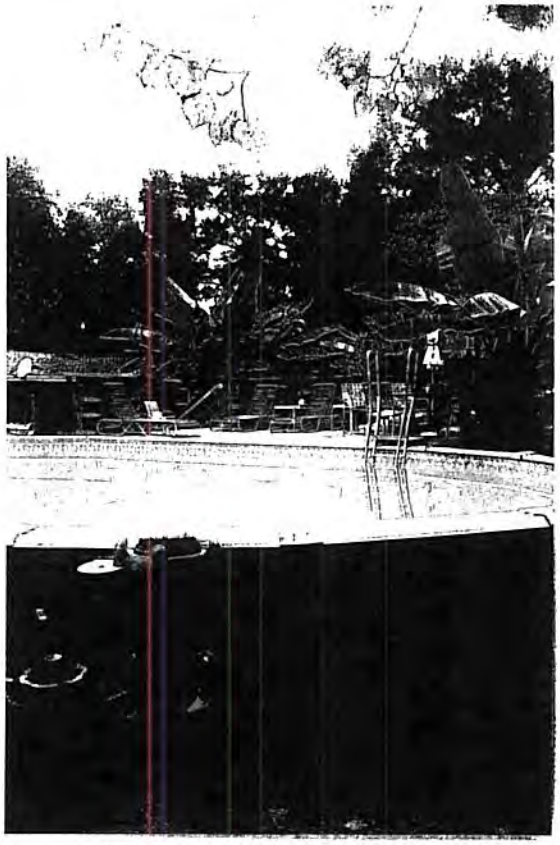
Del 189

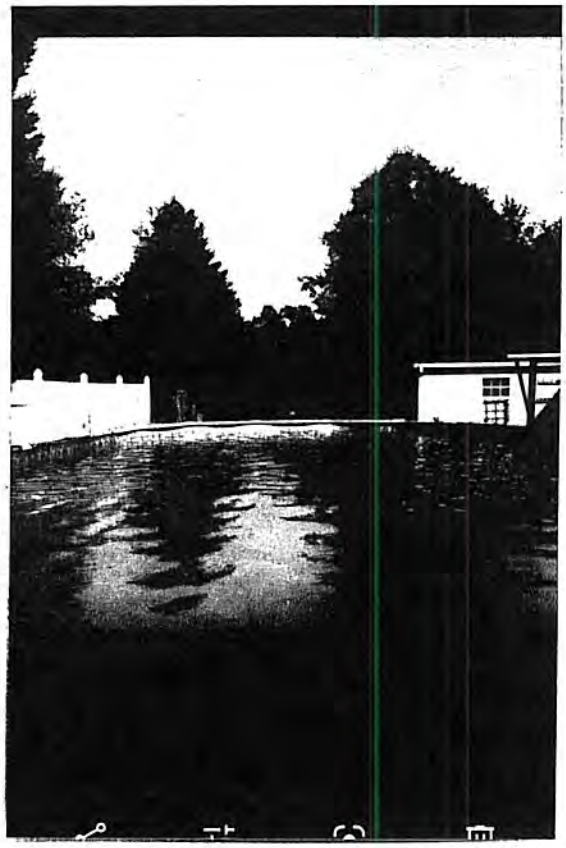
Del 190

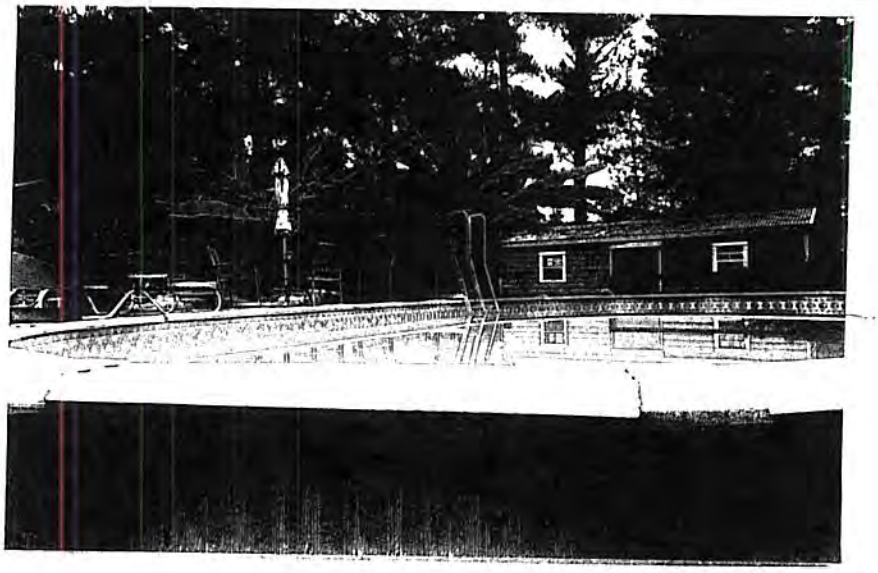
Del 191



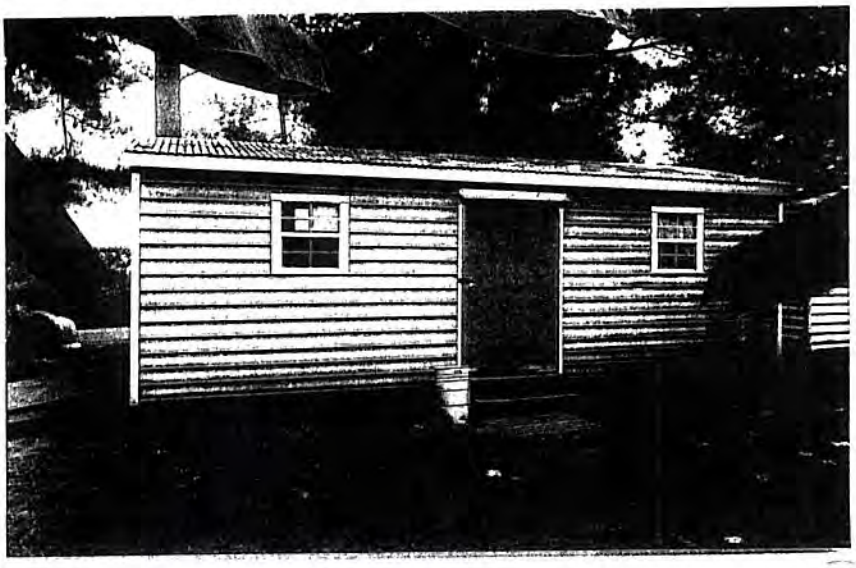
Del 192







Del 193



Del 194

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**SIXTEENTH JUDICIAL CIRCUIT**
COUNTY OF YORK	)	**FILE NO. 22-CP-46-1846**
	)	
Mary M. Crouch, Trustee of the Samantha D. Delpozo Trust	)	
	)	**PLAINTIFF'S RESPONSES TO DEFENDANTS' FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS**
Plaintiff,	)	
Vs.	)	
	)	
Angela Crouch Delpozo, Lino Homero Delpozo, Andrew Oliver, Samantha D. Delpozo, and all other persons unknown, claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,	)	
Defendants.	)	

TO: John Martin Foster, Attorneys for Defendants

FROM: Rebecca McNerney, Attorney for Plaintiff

NOW COMES Plaintiff, by and through her Attorney, Rebecca McNerney, and provides the following responses to Defendants' Interrogatories and Requests for Production.

PRELIMINARY STATEMENT

Plaintiff's investigation and development of all facts and circumstances relating to this action is ongoing. These responses and objections are made without prejudice to, and are not a waiver of, Plaintiff's right to rely on other witnesses, facts, or documents at trial.

By making the accompanying responses and objections to Defendants' Interrogatories and Requests for Production of Documents, Plaintiff does not waive, and hereby expressly reserves, her right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceedings, on any and all grounds, including relevancy.

Plaintiff will not produce publicly accessible documents or documents that are already in the custody, control, and possession of Defendants.

Plaintiff expressly reserves the right to supplement, clarify, revise, or correct any or all of the responses and objections herein, and to assert additional objections or privileges, in one or more subsequent supplemental responses.

GENERAL OBJECTIONS

Plaintiff objects to each instruction, definition, document request, and interrogatory to the extent that it purports to impose any requirement or discovery obligation greater than or different from those under the South Carolina Rules of Civil Procedure and Orders of the Court.

Plaintiff objects to each document request that calls for production of a privilege log for internal documents of Plaintiff or Plaintiff's Counsel as this request is unreasonable and unduly burdensome in light of the work product doctrine and other privileges.

Plaintiff objects to each instruction, definition, document request, and interrogatory as overbroad and unduly burdensome to the extent it seeks documents or information that is equally accessible to Defendants or more accessible to Defendants, documents or information that Defendants previously produced to Plaintiff, documents or information in Defendants' possession, and documents or information that are publicly accessible. The burden of responding to such requests is substantially the same or less for Defendants than for Plaintiff.

Plaintiff objects to each interrogatory and request for production that requires the disclosure of the mental impression of the attorney or requires that Plaintiff marshal the available evidence that she will present at trial.

INTERROGATORIES

1. Give the names and addresses of persons known to the Responding Party or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

Parties to this case

Brandy and James Thompson
1140 Double T Drive
Chester, SC 29706

Jennifer Morris
3415 Lancaster Highway
Richburg, SC 29729

Tim Bailey
1029 Reservation Road

Rock Hill, SC 29730

Joanne Baker
1710 Ebinport Road
Rock Hill, SC 29732

The Honorable Jennifer Colton
1070 Heckle Blvd
Suite 2100
Rock Hill, SC 29732

No written or recorded statements.

2. Set forth a list of photographs, plats, sketches, or other prepared documents in your possession, that relate to your claim or defense in the case.

OBJECTION: This interrogatory requests the work product of Plaintiff and/or Plaintiff's Counsel which information is privileged. Without waiving the objection, Plaintiff responds as follows:

ANSWER: See attached photographs and documents.

3. Set forth the names and addresses of all insurance companies which have liability coverage relating to the claim and set forth the number or numbers of the policies involved and the amount of liability coverage provided in each policy.

ANSWER: None to Plaintiff's knowledge.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the Responding Party.

ANSWER:

All damages identified in the Complaint, not specifically included below, are incorporated herein by reference as if fully set forth below.

- **Incidental Damages**
  - **Lost rental income (TBD)**

- **Nominal Damages**
  - **At least $1.00 for each legal violation.**

- **Prejudgment Interest and Post judgment Interest in accordance with SC law**
  - **TBD**

- **Litigation Costs**
  - **TBD (amounts continue to accrue)**

- **Attorney Fees**
  - **TBD (amounts continue to accrue)**

- **Injunctive Relief**
  - **Disgorgement of gains to Defendants**
  - **Restitution to Plaintiff and to Trust**

- **Equitable Relief**
  - **As the Court deems appropriate**

- **Any additional damages discovered during the course of litigation**

5. List the names and addresses of any expert witnesses whom you, as the Responding Party, propose to use as a witness at the time of the trial of the case.

   OBJECTION: Plaintiff is not required to provide expert witness disclosures outside of the parameters of South Carolina Rule of Civil Procedure 26(4)(A). Subject to the objection, Plaintiff responds as follows:

   ANSWER: Plaintiff will provide expert witness information as required by the disclosure rules outlined in SCRCP 26(4)(A). At this time, Plaintiff has not retained any expert witness for purposes of this lawsuit.

6. For each person known to the Responding Party or counsel to be a witness concerning the facts of this case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

   ANSWER:

Witnesses below can testify regarding the allegations in Defendants' Answer and Counterclaims

- **Brandy and James Thompson**
- **Jennifer Morris**
- **Tim Bailey**

Witness below can testify regarding Plaintiff's character

- **Joanne Baker**

Witness below can testify as to Magistrate Court Records and Defendants' assertion of a claim to the title of the Real Property

- **Magistrate Jennifer Colton**

REQUEST FOR PRODUCTION

1. Any and all documents regarding the subject transaction and/or regarding any subsequent actions or events regarding the subject matter of the transaction.

   OBJECTION: This RFP is overly broad and unduly burdensome as it's not limited in time or scope. Without waiving the objection, Plaintiff responds as follows:

   RESPONSE: See attached photographs and text messages and documents.

2. Any and all documents regarding correspondence and communications between the parties, or during the relevant period.

   OBJECTION: This RFP is overly broad and unduly burdensome as it requests all correspondence and communications among all parties for a 23 year period. Without waiving the objection, Plaintiff responds as follows:

ANSWER: See attached text messages.

3. Any and all documents referenced in the answers to the Requesting Party's Interrogatories, dated and filed contemporaneously herewith.

RESPONSE: None.

4. Any and all photographs, diagrams, sketches, plats or other prepared documents of any kind whatsoever relating to this civil action.

OBJECTION: Plaintiff has no way of knowing what documents Defendants may believe relate to this civil action. The RFP is also overly broad and unduly burdensome as it is not limited in time or scope. Without waiving the objections, Plaintiff responds as follows:

RESPONSE: See attached photographs.

5. Any and all documents obtained pursuant to *Subpoena* in this civil action.

RESPONSE: None at this time.

6. Copies of any tax returns or trust accountings filed on behalf of Buck W. Crouch, MARY M. CROUCH or the Samantha D. Delpozo Trust for the tax years or period from 1999 through the present.

RESPONSE: None

7. Any and all receipts, tax receipts, checks, money orders, evidences of payments and/or purchase orders for any items of real or personal property as to which the Plaintiff and/or the Samantha D. Delpozo Trust claims an ownership or equitable interest during the relevant period.

OBJECTION: This RFP is unclear but also appears to request all financial documentation for all property owned by Plaintiff. If so, this RFP requests information that is neither relevant to this lawsuit nor calculated to lead to the discovery of admissible evidence. If this RFP is intended to be limited to financial records pertaining to trust property, the RFP is overly broad and unduly burdensome as it requests information for a 23 year time period.

This 19th day of August 2022.

The Law Office of Rebecca McNerney PLLC

By: _____

Rebecca T. McNerney
Attorney for Plaintiff
SC Bar # 76594
200 S Broome Street
Waxhaw, North Carolina 28173
Phone: (980) 300-0144
Email: rebecca@rebeccamcnerneylaw.com

CERTIFICATE OF SERVICE

I, Rebecca McNerney, Attorney for Plaintiff, certify that on the 19th day of August 2022, I served a copy of the attached Plaintiff's Responses to Defendants' First Set of Interrogatories and Requests for Production of Documents as follows:

Martin Foster
Attorney for Defendants
Email: jmfoster@comporium.net

The Law Office of Rebecca McNerney PLLC

By: _____

Rebecca T. McNerney
Attorney for Plaintiff
NC Bar # 42296
200 S. Broome Street
Waxhaw, NC 28173
Phone: 980-300-0144
Email: rebecca@rebeccamcnerneylaw.com

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Please see back for notice that you must the mileage information with the number of ownership. Failure to complete or falsifying a false statement may lead to fines and/or imprisonment.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT

ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certify that the title to the vehicle described herein has been transferred on this 17 day of June Yr. 2016 to

Angela C. DeLPozo, 1142 Peterkin Rd, Rockhill, SC 29730 and is subject to the following lien,

Name Street City State Zip Code

Name of Lienholder Address Date of Lien

Date of Sale 6-17-2016

Sale Price $100.00

Less Trade-In

Balance Paid $100.00

I, the undersigned, do hereby certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(NOTE) Do not check one of the following unless a dispute.

Odometer Reading (NO TENTHS) 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctioneer License Number

In witness of the above odometer statements made by the seller(s)

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

Hand Print Name(s) of Seller(s)

Address

Angela C DeLPozo

June H DeLPozo

Angela C DeLPozo

June H DeLPozo Angela DeLPozo

1142 Peterkin Rd Rockhill SC 29730

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certify that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to

Name Street City State Zip Code and is subject to the following lien,

Name of Lienholder Address Date of Lien

I, the undersigned, do hereby certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(NOTE) Do not check one of the following unless a dispute.

Odometer Reading (NO TENTHS) 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctioneer License Number

In witness of the above odometer statements made by the seller(s)

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

Hand Print Name(s) of Seller(s)

Address

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certify that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to

Name Street City State Zip Code and is subject to the following lien,

Name of Lienholder Address Date of Lien

I, the undersigned, do hereby certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(NOTE) Do not check one of the following unless a dispute.

Odometer Reading (NO TENTHS) 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the ACTUAL mileage
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctioneer License Number

In witness of the above odometer statements made by the seller(s)

Signature(s) of Seller(s)

Printed Name(s) of Seller(s)

Hand Print Name(s) of Seller(s)

Address

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL

STATE OF SOUTH CAROLINA

CERTIFICATE OF TITLE

OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1AFL235AB88028CD12	2002	FLEE	4763B	NEW

BODY STYLE	DATE	ODOMETER	WEIGHT	TITLE NUMBER
MBH	6/17/2016	0	0	7701203 14237039 A

VEHICLE BRAND(S)***DUPLICATE***DUPLICATE***DUPLICATE***DUPLICATE***DUPLICA
DUPLICATE CERTIFICATE, SUBJECT TO THE ORIGINAL
EXEMPT

FULL NAME OF OWNER(S) CUSTOMER NUMBER: 22991685
DELPOZO, ANGELA CROUCH AND
DEL POZO, LINO H
1162 RESERVATION RD
ROCK HILL, SC 29730-7023

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT TH
PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE
VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

NIKKI R. HALEY
GOVERNOR

WITHIN 5 ATTACH NO ALTERATION OR CHANGE VOIDS THE TITLE

38956430

Case Report

Summary

Print Date/Time: 06/27/2017 17:41
Login ID: kirkendollt
Case Number: 2017-00022894

York County Sheriff's Office
ORI Number: SC0460000

Case

Case Number: 2017-00022894
Location: 1162 RESERVATION RD
ROCK HILL, SC 29730
Reporting Officer ID: S9802 - Smith

Incident Type: Forgery and/or Uttering - S31
Occurred From: 06/01/2016 12:00
Occurred Thru: 06/01/2016 12:00
Disposition:
Disposition Date:
Reported Date: 06/26/2017 14:35 Monday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	250	16-13-0010	Forgery/forgery,no Dollar Amount Involved	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Suspect	1	Del Pozo, Angela Crouch	1162 RESERVATION RD ROCK HILL, SC 29730	(803)415-0670	White	Female	04/08/1966 51
Victim	1	Del Pozo, Lino Homero	1162 RESERVATION RD ROCK HILL, SC 29730	(803)415-0671	White	Male	10/16/1957 59

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
06/27/2017	Counterfeited/Forged	Documents/Personal or Business			name used		

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State

OfficerID: smithak, Narrative

2017-22894

I met with Lino Del Pozo at MJC. Lino stated that he was married to Angela Del Pozo. Lino stated that they divorced more than 18 years ago. Lino stated that after he and Angela divorced, they still lived in the same residence with their daughter. Lino stated that after their divorce, a double wide mobile home was purchased in both of their names. Lino stated that about a year ago, he discovered that Angela took him off the title to the mobile home. Lino stated that he has asked her to put him back on the title, but she has not complied. Lino stated that Angela has now stated that she wants to sell the mobile home. Lino stated that he was advised to file a forgery report with YCSO. Lino stated that Angela forged his name in order to get him taken off the title to the mobile home. I advised Lino that I would document this incident.

Mh 6/27/17

Grace Ang...
Mouse

Okay I love you

I wrecked near my friends house yesterday so after the wreck I went to her house to take my hood off so my hood is at her house. So if JenJen followed me we would have to go by and get my hood and put it in your truck

Ok but don't decuss payments with her tell her Cledus is working out a deal call Cledus or Brandy & find out when you can bring the car to Chester.

Okay

Cledus is waiting for the man to call back he said he sleeps late

Ok when Jennifer gets ready she will take you to get the hood & we will Waite for Cledus call to go to Chester hugs

So come on up here when you get ready

Okay my hood is all the way by Ebenezer grill. But I'm cleaning a few more things out of my car and then I'll get dressed and come up there

Ok.

So are we just going to get the hood and coming back here?

Samantha don't leave the hood in Chester order a new one bring the old one back..

Okay

Don't worry about your car I got it covered.I love you Meme

Okay I don't know what I'd do if you didn't help me I love you

I will always be here for you no matter what you are my baby always I love you

Is mom at your house

Yes.

Grace Ang...
My Lady

Don't worry about your car I got it covered.I love you.Meme

Okay I don't know what I'd do if you didn't help me I love you

I will always be here for you no matter what you are my baby always I love you

Is mom at your house

Yes.

The man will start on your. Car todsy

That's great

Hello Samantha I hope you are doing good.I love you

I love you too how are you feeling

Up & down but coming along.How is your cold& cough?.I love you very much Meme

Still got a cough but a little better

Do u have any bologna? I have a can of pork and beans

No I got pizza iin a box & hot pockets &2 cooked pork chopes

I got 2 chicken club panini sandwichs

Okay I'll come eat a pork chop

We're you able to find you a set of good seat covers?

Yeah I found some online

Great send picture & price

Can't get anyone to take me so I guess I won't get the car till tomorrow

Grace Ang...
Mute

Samantoha if I wasn't on pain pills I would take you.we can go early as you want in the morning tho just let me know.Im sorry I thought thought some one. would do this if you can Waite I will take at 7. in the morning.I love you.

It's okay I love to

You

Your Mama is threw with Dr & Lino is home Andrew will be home soon what the hell is wrong with these people

Mom had to take dad to his dr appointment cause he's a 60 year old man child and doesn't know what to do at the dr. Andrew will take me

If you get to go get it today stop by & let me see it if you have time Big hugs.

Okay I will

If I go get my car today am I supposed to pay him when I get it

No I have taken care of it all.just please be careful.all you need is your key.Hugs

Okay thank you I love you

You up?

YES

Or do you want to see my car in the morning

Okay

Why didn't you come get your food I saved for you.I know that you are hungry.

I love you Samantha more than you know thank you for coming to see me today you will always be MY Angel Baby.Tell Andrew Happy Birthday for me.Big hugs & kisses Your Meme.

I love you more. He said thank you :-

Grace Ang...
Messenger

Here's some pics of Geronimo invade you don't have that many

He is so handsome & precious my baby boy thank you I wish he was little again.You be safe tonight & rest peacefully.I love you.hugs & kisses.

My beautiful Angel Baby when you may fill beaten down about anything just take a moment to review this picture & see Pure beauty that God blessed you with & the Angel you are to me you are beautiful all the way around & have perfectly smooth skin I love you! Meme.

I love you !

Samantha you spend every bit of that money on your car.I want to see the receipt to be sure no one talks you into getting cheaper car parts for your car when it comes to you I trust no one.I love you lots..Meme

Have the car stuff delivered toy house that way it want get stole OK.

Okay

Thank you I love you

Just ordered my stuff, seat covers will be here on the 24th I got to wait till they receive the order for the headlights tomorrow I guess to see when they'll be here

Thank you so much it really means alot I love you

No meme nooo I only ordered what we talked about I'm going to come up there shortly and show you I got it all sent to your house I love you !

One of your boxes came today im home all day.I love you.

Okay I'm pretty sure it's

Grace Ang...
Mom

my seat covers ☺ I love you

I'm going to come up to your house when we get back from cleaning

Andrew just told me he saw an ambulance go by a few mins ago, are you okay ?

Yes it went on up the road thank you for checking I love you ..

I love you 💕

Your lights & covers came today whenever you are ready Hugs

Hey did you try to call me? I don't have very good service at all down here

Just sent you a text

Okay I love you I'll get them when I come down there at 2

About to head your way can I just park in your driveway

Yes

Did you make any money in2019 if you did you can file them now & get the rebate coming this year but the money had to be made in 2019.Jennifer will help you file if you can I love you

I sent U a text about your taxes now did you get your lights put in Hugs

Yes I'm probably going to do my taxes tomorrow. And yes we got my lights on just got to put my bumper and stuff back on. I love you

I love you to...

I forgot to tell you we are having a Birthday party for Bon this Saturday at 3 o'clock at my house you can bring Andrew also.I love you. ..Meme

Okay I love you !

It's raining & your sunroof is open

Grace Ang...
Mobile

Water won't get in it the way it's cracked it's okay

Ok

It's suppose to have some heavy winds mixed in with the rain later

Your black rims look good on your car send me a picture of your head lights covers.

Thanks they are off my accord in the back yard cause my other back tires had wires showing And okay I don't have my bumper back on yet but I'll go take a picture

Why didn't you tell me you need tires.if thoes tires came off that Honda in the back yard they are no good so call discount tires & get a price for those 2 tires i knew something was wrong when I saw those black rims Don't ever do this again

They aren't that bad. They are a lot better than my other ones that were on there

I said get you a price now

And put your rims back on

What size tires fits your car I'm going to get prices myself .I love you.

I'll have to look I only need my back tires. We told dad last week but I'm not sure If he plans on getting me tires or not

Ok Samantha, maybe he can buy one & I will buy one just let me know I love you.

Samantha I still want you to come see me on Saturday the Party IS OFF. I will cook something for us to eat & you still can bring Andrew's.I love you.

This is my tire size. I'm still not sure if dad is

Grace Ang...
Mobile

This is my tire size. I'm still not sure if dad is getting me one or not he hasn't said anything else about it. But I do only need one. What time are y'all eating today cause I'm supposed to go on a picnic with mom sometime today for her birthday

Good morning I'm surprised you are awake this early.,Me & Brandy are going to buy you 2 new tires you keep the other one for a spare.you go ahead & go to the park on the picnic & stop by to see me sometimes to today no matter the time

I love you be safe

I love you more

Can you text me about your tires if you have time?

Can you notstop cleaning long enough to call me about your tires I need to ask you 1 question

I just woke up.

Will you come up here for 5mins if you can

Yes

Did you get your tires put on & do you like them does your car drive better send me a picture along with answering my questions

You have appointment next Tuesday April 14th at 11:00 to get your oil changed & a maintenance check ,please don't forget this you said you could go anytime so keep this day free.Let me know you got this text.I love you.

Okay I will I love you and thank you I'm at the tire place now.

The appt is at Allen Wright's where you got your first Honda please keep this for it is very important for your car. I love you very

Grace Ang...
Mobile

Are you going to get your oil changed tomorrow at11.oclock ?

Yes I am

Come by here before you go I have to write you a ck.

Okay

What was the place called where we took Geronimo to get fixed ?

Healthy Pets
803-327-7787

Good morning Samantha I know you are asleep,so do you still want the fog lights stop by sometimes.I love you. Meme.

Something is wrong with Coops left foot he can't put it all on the ground when you have time stop by & check him out..

I heard Geronimo needs a bath... will you be home Friday ?

No I got a lot of running to do & with all this rain coming in he will get back in the same way after it dries out & warms up it will be great for a good bath.Thank you tho .I love you.

Oh okay

Go ahead & put your bumper back on your car & when we get the lights Alen Wright will put them in I talked to him about this all is good.I love you very much...Meme

Cooking on Sunday you both are welcome come anytime.

I love you with all my heart my door is always open did you get something to eat?

I love you too and yes I did

I will have you some

Grace Ang...
Mobile

I will have you some Mac&Cheese tomorrow sending picture of bag of cheese kisses big hugs

Yummy in your tummy I love you so much text me when you get up I have to feed a family in the evening from a deat

Samantha I got Mac ,& cheese cooked for you

Okay I love you

Run uphere real fast before you leave & get your Mac & cheese

Okay I'm about to

Been busy cleaning out and get boxes in building found a lot of things of yours when you were little & as you grew up .I love you . Meme

Awww I love you too

I got apointment Tuesday morning at 8 o'clock with Alen Wright to do your car I have to talk to him about my truck so we need to go at the same time let me know if this is good please. I love you. Meme.

Happy Mother's Day I love you

I love you very much.Are you going to be able to keep the appointment Tuesday morning at 8 o'clock to get your car fixed it has to be left I will follow you I need to set my truck up also please let me know

Yes that's fine I love you. Well have to put my bumper in the back of your truck when we go

I love you I will come today

Hello tell me again the days you are free to get your hair done so

Grace Ang...
Mobile

Hello tell me again the days you are free to get your hair done so I can set up your appointment.I love you. Meme.

I love you. Are you going to schedule it for this week or next week?

Next week if that's ok.

I can see if I can do it this week just give me days on both wks.

Okay I'm waiting on mom to call me back so I can see exactly what days this week I have a house and I'll let you know

Ok

I have a house for sure on Tuesday. We have Tom and Ann too but she has to call them tomorrow to find out if we are cleaning them Wednesday or thursday. So I guess we can just go with Friday or wait till I find out tomorrow about Tom and Ann

It will be coming threw to you in the next 20 to 30 mins she just got out of shower let me know when you get it I love you.

[redacted]

I found it

Call me sometimes today when you have time.

I found my recipes for bread pudding does Andrew eat raisens it calls for that but I can leave them out.will try to make some this weekend.I love you.

Yes without raisins. Just let me know when, I love you

Grace Ang...

Ok I love you to.

Samantha you need to make me a list of what you want for your birthday other than your hair.Hugs.

I really don't know lol unless you got me a gift card to get some makeup or fog lights for my car

Ok.

Good morning my Sweetpea wanted you to know I will have the Bread Pudding ready on Saturday.I love you Meme.

Okay I love you

Did you 2 go threw Indian Land to get here now you 2 had better come on line ASP

I'm on church rd

Ok slow poke


Grace Ang...
Mobile

Grace Ang...

Thank you for everything. I love you so much.

I love you to more than you will ever know.You 2 sleep in peace.Big hugs.

Try to get Lino to cut you out something metal to put over your window so you can still drive it. Call me when you get up. I love you

I'm probably getting it fixed Tuesday so I'll be okay till then

I love you

There is no one home next door you know it's drinking time some where.you would have the house all to yourself. Just a thought I love you.Meme.P.S .how the breadpudding turn out

Yes we will be back shortly. I love you. Andre said he loves the bread pudding and thank you

Andrew

Grace Ang...
Mobile

Happy Birthday Samantha you are 1 of the greatest gifts that God has Blessed me with it goes to show that God does answers prayers so never stop talking to God I love you always. Meme.

Thank you I love you

Remember to come get your Ice cream & Jen Jen Birthday card.Hugs

Okay I'm coming up there after I eat, do u have any A1?

Yes got it sitting on back porch railing

Okay thank you

Hey I was cleaning the kitchen up when you called are u still up ?

I'm ok I will see you tomorrow sleep peacefully.I love you Meme

Hello what did you find out about your car.

Sent the case number to my insurance but I'm going to wait till tomorrow to actually figure anything out because chasity is on vacation till tomorrow and I'd rather have her deal with it than anyone else at the insurance place

R U coming back this way today?

They are calling for rain everyday this week be sure to keep your window covered real good so it don't rain inside & start mole to

Grace Ang...

They are calling for rain everyday this week be sure to keep your window covered real good so it don't rain inside & start mole to grow my carport us always open.I love you.

Okay I'm going to. I love you

What are you doing with your car.I here you.

That's andrew in his other mustang lol

Tell him to show down

He was doing a burn out lol

Good morning when you get ready to come up this way call me & I will come pick you up. I love you...Meme

It's andrew I got sams phone I think her mom is going to get her

Oh God.

Can I come park my car at ur house it's about to rain

When you get back home come up here & get Sam Bailey's stuff. I love you.Meme

I'm not at home now will text you when I get back.if you need anything let me know.I love you. Meme.

Andrew is taking my phone to work but I will still be at earth fare at 9 o'clock. I love you

I love you see you then.

Has Jackie said anything about my hair yet?

Grace Ang...
Mobile

No I'm going to call her today I ment to do it yesterday will let you know as soon as I talk to her either way I will call you back.Big hug

I talk with Jackie she has a product she is going to try today to see if it will work out & if not she is going to set a appointment up for other treatments that she has & under no condition do YOU put anything on your hair for it will undo all she has done .I'm texting her your phone number she needs to talk with you today call her it's important.Lov U

I told her. She said ok

Thanks.

Do you & Andrew want this Taco mix today if not I am throwing it away.Last Call.

Yes I will come get it

Ok Hugs

I love you ❤ I'm about to come eat

Ok

I got you a hamburger if you want to stop in on your way back.

I forgot you don't have a phone

Are you ok.

Yes I'm okay I love you

Grace Ang...
Mobile

How are you ?,Has Jackie called you about your hair?,I love you.. Meme

I'm okay and no I haven't heard from her. I love you

I will call her on Tuesday.

It's andrew I have her phone

Andrew tell Samantha to call me today it's about her hair I need to talk to her by 3 'clock today.Have a good day..Meme

Please give this message to only Samantha.

Samantha come by here to get hair money this morning..hugs

She's coming

I love you to my precious Angel Baby.

I love you to the moon M y Angel Baby.

His truck motor is blown he needs my car to go to work tomorrow and to go about getting a new phone. I hope he doesn't drive it drunk

Why don't you take him to work & to get a new phone tell him to take his truck to Allen Wright

Grace Ang...
Home

Tell him you got school to go ck on that you forgot about that.My God that's all you need is for him to tear your car for they never help you get it fixed so you take tomorrow & take him where he needs to go.you keep your car in your hands Samantha.

He sure had me fooled I thought he was dieing sorry I came down there.

It's okay. Sorry my phone died. But I'm going to get my car back tomorrow night

Ok.,<Bug hugs

Hello Sweet one did you get your car back? I sure hope so.I love you very much.Big Hugs Meme

Yes I got it back this afternoon. I love you more

Great.

Are you home

No not right now.are you ok is anything wrong?

Yeah I'm okay. Andrew is working and is spraying our house and was going to see if you wanted him to spray yours.

That would be great but I want be home until much later.Maybe he can do it another day & I will put him a little something in his pocket we will have to set it up.Thank you for asking tho. I love you very much stay safe Big hugs.

Okay I love you

I got you something I know you will love stop in one day I love you very much.Memem

Okay I'm coming right now

Samantha do you need a

Grace Ang...
Mama

Samantha do you need a new pair of tennis shoes I forgot to ask & don't lie

No I still have those adidas you got me I've barely worn them

Ok don't sit no where & do with out nothing God has something special for you Come to me for anything no matter.I love you very much.YOUR MEME

I love you more

Me & Nuk got Coop unhung he was happy to.He was all over us glad he can sleep in his house tonight I love you !!

Thank y'all. I love you both

Let me know how your job interview goes.Im praying.I love you

Hello My Sweet Pea how did your interview go.I hoping your day has been good Be careful & stay safe.I love you....Meme.

I go in Wednesday at 11!
:) I love you

My ❤ my Angel Baby !

I love you❤

Loved an image

How did interview go.

Really good I start Friday ! :-

Praise God I did a lot of praying.If you

Grace Ang...

Praise God I did a lot of praying.If you need anything let me know.I love you so very much..Meme

Okay thank you I love you so much

I'm sorry to hear that you are sick I pray that it is a sinus infection is there anything that you need like soup crackers drinks juice medicine please tell me if you need anything & please tell me when you are sick.I love you very much Samantha so please keep me up dated.Big hugs Meme

Thank you I love you

Yes I'm home now at andrews. I love you

Sweet Dreams I love you. Meme.

Ok be safe

I have been looking for you

I'm going to come by shortly and get me a burger andrew wasn't feeling too good this morning so we laid around all day

You make me happy when my skies are gray.I love you to the heavens & back.!

So sweet I love you

Could I borrow $30 if I pay you back when I get paid Wednesday I just need to fill my tank up for this week and I was going to get something to eat

Yes I'm waiting on Rara

Grace Ang...

Yes I'm waiting on Rara to bring me 10.00 & you can get it then.

Okay me and andrew will come over soon are you at home ?

Yes.

Call me

It's called Saving Southern kitties but I can't find the phone number online. I just posted in a group on Facebook asking people for a good place to take it

We can put it in my tree house till the morning

You want me to come there and see if I can clean it up a little and put it in my tree house till the morning

Send me a pic of the cat too please

Andrew is working around reservation today do you want him to spray the outside and underneath your house?

I'm not going to be home rara will be here but I need to be here for you know how Rara can get sometimes so tell Andrew. we will try another day & Thank him for I do want him to do it.I love you be safe.Nig hugs. Meme.

Okay I love you

Christmas is less than 6wrks away I need Andrew's sizes.& Your list to for special things get it ready.ASP. Hugs.MEME.

I will be in & out today, if you are able to stop in.

I'll write everything down for you. And I'm about to leave to go get something to eat and go to work from 12-5

Do you have to work today & what time

Grace Ang...
Mom

3-9:30

I got some mac - cheese

Ok .

Okayy

What you doing Samantha??

Coop has been hung up on that run line for a very long time ,& he is crying for help I tried to beat him a loose b.I could not get him unhooked please get Lino to unhooked him he is so cold.Have a great day I love you.Meme

Maybe you can get him to shorten his chain so this want happen .

Coop is still hung up in the middle of the yard.Its going to rain this afternoon.I will not bother you about coop anymore.

He is free

Hey I'm sorry my phone was turned off last night and I had to go buy a phone card before work today thank you helping him and getting him loose

Why didn't you tell me you needed money for your phone don't let it get cut off anymore.tell me ahead of time so I can get U the money.zI love you very much.Meme.

Okay thank you I love you

if I have andrew come by there later on could you give him a few dollars to put gas in my car couse I had to use the rest of my money to get the phone card

Yes

Okay thank you so so much. Will you be home all day

Yes

I get off at 9;30 so he will be coming to pick

Grace Ang...
Online

I get off at 9:30 so he will be coming to pick me up from work. But I'll have him come by around 8 or so

Ok

Hello Sweet one I need you to text me Andrew's sizes in things for Christmas I'm trying to finish up just when you have time.I love you.MEME

Size 11 in shoes. 36/36 in pants I'm pretty sure I can double check when I get off. And a large in shirts

You need to ck the pants to be sure

Okay I get off at 9:30 but I'll let you know as soon as I get to andrews. I love you

I love you to wrap up good it is real cold & drive safe & watch your back.

What time will you be able to take your car to allen's so I will know what time to set the appointment

I have work at 10 so andrew will take me to work and drop me off and he'll have my car so anytime around then

Ok I will text you the time

36 34 for Andrew's pants

Make sure my oil appointment is anytime after 10

Ok going to call after 8

I'm about to take a shower

Please make sure Andrew takes your car to Allen's before 1ock. For you got the last appt for today I tried to call but no answer get someone to be sure he is up & there before 1 o'clock please.i love you.

Grace Ang...
Mobile

Okay. I'm at work. Love you

I'm up, I got to go to Bethune around 4 I was going to go get those few presents before if you were still going to give me the money for it. Love you

Merry Christmas & A very happy New Year.I love you.

Merry Christmas I love you

I got my car insurance paid. I love you

That's great.I love you to more than you will ever know Please be careful this weekend Drunks will be every where Big Hugs. Meme.

I will be careful for sure we don't have anything planned so we will probably be at the house all weekend. Hugs I love you 😘❤

Was there any pictures taken on your phone on Christmas or was it just Dede taking pics

Jennifer Brandy.I think Jennifer took the most I haven't seen them either.

Okay I just texted them both. Are y'all doing anything for nuks birthday

Yes on.Mon at 6 Jen is going to text you also

Okay. I'll be there. Love you

XOXO

Happy New year to you both I wish you many great things coming to you Stay safe.I love you Meme

Happy new year's we

Grace Ang...
Mom

Happy new year's we love you 💜

I got you 2 more pair of those socks you like

Okay yayy I'll come get them shortly if it gets too late I'll be there in the morning. I love you

Ok I'm going to church & will be back home by 1ock.I love you to...Meme

When you wash your socks do not put them in the dryer they will draw up

Do you want to come pick up some pizza it already done

Dang I just ate spaghetti. What kind of pizza is it I'll ask andrew

It has everything on it

Can you look and see if dad is home

No he left about 2hrs ago no one is there. They are getting drunk somewhere or coming down off one Sorry.J love you..Meme

We are having Hot dogs & chips with cake & ice cream.I made chilli goood

I ended up having to work this morning with andrew and I'm not sure if we will be back in time but tell nuk that I love him so much and happy birthday

Be safe I love you.are you in a wrecker.

Nuk said he loves you very much ,& he will see you next week. ^;

Grace Ang...

1 to check out

Okay thank you

It's just a thought ,I love you

I love you

Wish I could turn back time

Okay I'm coming

I know I will be. I love you.

I love you too. And yum do you have any left I might come get one

Do you have any more sandwiches

Okay I'll still bring it to you tonight if it's there

Okay I love you

Thank you so much for everything you're the only one that really sees and understands what I go through. I love you so much

Big Hugs

Grace Ang...

I love you so much

I love you to more than you will ever know.Big hugs.

I love you.

Happy Valentine's day I love you.

Happy Valentine's Day I love you so much

I didn't see you until you passed I love you very much stay safe.Hugs

I love you

I remember these sweet days I love you..Meme

Yes I miss those strawberries too. I love you

I love you stay dry & warm ..Meme

I love you Samantha.

I will bring you your tire by 4:30 today. Ck to be

Grace Ang...
Mobile

I will bring you your tire by 4:30 today. Ck to be sure how much gas you have for I can bring you some

I love you Samantha 😍

Samantha you don't need to tell those 2 worthless drunks anything for it makes no difference what happens to you in there eyes .I love you sleep peacefully tonight. Meme.

Goodnight I love you thank you for everything.

Ok I love you

I love you

Okay, I love you very much

Car is not finished yet will call you when it is.I love you..

Okay I love you

Are you still awake

Yes what is wrong

I got a job at sonic I go Thursday to pick up my uniform and I start Friday. But Tina canceled today so I didn't get to clean and get any money. I have to go tomorrow to get a new Drivers license cause I have still not found mine. So I can take it into my interview I was wondering if you had 20 bucks or so that I could borrow till I get paid so I can get my license and a little gas to go to the dmv tomorrow

I asked my parents but mom is broke and dad is asleep

Yes come by in the morning & pick it up I will be here all day working in the yard. I love you very much.

Could I come get it now cause we about to leave here we are staying at andrews cousins tonight cause his grandma is drunk raising hell

Grace Ang...
Mom

I didn't mean to wait this late but I was going to come up there in the morning and ask you. But he's wanting to go stay at his cousins tonight

All I have is 20.00 but come on

Okay I'm bout to put my shoes on

I promise you I'm okay. I love you.

Good morning my Sweet Pea I love you with all my heart my door my home is always open to you ,I hope you come to see me sometime soon & I hope you get this message...Hugs. Meme

I know, I love you very much

I cannot get my car to start it's doing that noise again. can you call them and tell them that I will be bringing it in later today once we get it started

Yes.

Take it today you have to leave it they will get it will fall in line with the others & tell your dad he will have to pay for it.withhis liquor money

Did you get your car to Alen today

Yes it's down there sorry I had to go into work yesterday and didn't get off and see your text till late last night. I love you

I love you stay safe.Meme

I picked this flower off of a tree today it smell so good I had to. Do you

Grace Ang...
Mobile

It's a Camellia it comes in many colors - they are always beautiful just like you.Meme loves you always!!

Would you let me borrow a little money if I pay you back when I get paid Friday morning

I have 20.00 & you don't have to pay it back are you at work

I'm about to go home real quick and I'll walk up there

I also need a pair of socks if you have some I need to wash clothes. I'm about to come up there

Ok come to back

Precious memories that we don't do anymore so sad..Meme

Omg is he still lose

Call Alen Wright about your car & tell him what it is doing he needs too know what its doing so he will know what to look for. I love you....Meme below is his number. 329-0080

PS.be sure he change the oil please.

Do you know what the total is for my car

Trying to find out now

Okay thank you

They are closed today I will check first thing in the morning hugs

Talked to Alen the fly wheel is bad they have

Grace Ang...
Mobile

Talked to Alen the fly wheel is bad they have to pull the transmission to get it out Want know what else is wrong untill the get into it. Right now it's close to $ 670.00 & no NO one else can work on it. Tell Lino today he has to pay for it he can go to the bank - make a loan for his only child & let the liquor & let the pot money go on his daughter car .It will be a while to fix it so save all your money even the stimulus money Andrew needs to save his and help you. He does drive it. I love you

Samantha I will help you all I love you.Meme

That's all I can

I'm going to ask dad tomorrow about it. Thank you I love you

Could you let me borrow $20 to get me something to eat today before I go into work I also need to go by dollar general and pick up some ointment for my toe that I split open the other night. I can't get mom on the phone and dad is still at work. I have to leave soon and be at work at 5

Could you let me borrow $20 to get me something to eat today before I go into work I also need to go by dollar general and pick up some ointment for my toe that I split open the other night. I can't get mom on the phone and dad is still at work. I have to leave soon and be at work at 5

Could you let me borrow $20 to get me something to eat today before I go into work I also need to go by dollar general and pick up some ointment for my toe that I split open the other night. I can't get mom on the phone and dad is still at work. I have to leave soon and be at work at 5

My toe

Grace Ang...
Mouse

I ended up calling dad earlier cause I have to work tomorrow too and he said he would help with my car

Yes stop in

Do you care if andrew brings me up there and stays in the driveway, he's the one talking me to work

Park on the side of road as befor

Okay I'm coming now

Allen will be starting on your car this coming week

Samantha tell your Daddy he has got to have 500.00 to pay on your car & that's not all of it.He can take that to the shop & give it to Allen there will be at least 200.00 more to be payed . & I don't have it for the past 2yrs I have pay everything.this is on him he spends that on beer,pit,& drugs

Okay I will let him know

Ok Samantha itryed to call you right back but it's ok Lino did not work today he is at home now so you need to come on & get him on this

If you don't have the $170.00 go with the $500.00 from Lino you will need to get it all from him.

Samantha if you go back and check your texts on 4-12-21. You will see I told you the price of the car was going to be 670 dollars. The reason I told you that you needed 500 dollars from you deddy and 170 was gonna come from you. So that put the price of 670 without any extra work. I do not Know why you could not understand my texts because I wrote them as plainly as I could. Next time if you have a problem with what I am saying call me instead of someone else. And better yet come to my house. I love you. Meme

Grace Ang...
Mobile

I know meme I understand completely I told dad and he must have said something to mom so she's doing all this extra shit like calling the shop and stuff. All I did was tell dad.

Okay

I love you Samantha.

Good day Samantha I love you maybe you will get this maybe you want..Meme

I love you !

I have Sam's phone

Samantha's car is ready $661 00.tell her to tell her drunk Lino to come up with the money ASP.

Him and mom are supposed to figure it all out tonight when he gets off. I asked him for 20 bucks but got my head bit off since he's about to have to pay 600. I had to pay mom $100 I owed her out my last check so now I'm broke till Thursday. So I hope they don't expect me to pay a lot if any at all

You don't pay a dam dime them 2 assholes can give up there drug & liquor money or find a dam new place to stay forever

Oh I'm not

Don't you ever give her no dam money back. It's All her fault for everything that has & still happening to if you are hungry come u here & I will feed you just walk on up here.Ilove you.

She makes me. She came to my job to get it from me. And I know. I love you.

So dad is supposed to take $250 down there tomorrow and another $250 next week. I'm not sure if he's going to pay the remaining $161 or what but I would be able to if I take $80 out of this weeks check and

Grace Ang...

So dad is supposed to take $250 down there tomorrow and another $250 next week. I'm not sure if he's going to pay the remaining $161 or what but I would be able to if I take $80 out of this weeks check and $80 out of my next one. I've got to figure out something about my insurance too because it's renewal now and it's $500 I've got to go up to my insurance place and get the paperwork about it because that's just what mom told me and I just want to be sure. Because it's never been that much and I want to know why

Ok. Well they won't let you get the car until he pays it in full. As far as your insurance. Andrew needs a job now so he can help you. Your working all these hours. Are you saving any money. What did you do with your stimulus check. Your check should be for you. No one else. I love you

I love you

Yes I've been trying to save. I still haven't got either of my stimulus checks. Ive got to take my taxes to be redone cause they sent them back to me and that includes my 600$ stimulus so I hope it all gets done by the time I get my car back

Are you at home

Yes.

Do you have $20 I could borrow until tomorrow when I get paid ? Also do you know if mom is at home ?

I've been calling her all day

Her car is there & I have 20

Grace Ang...

Okay

I'm about to come up there

Come back

Good morning meme. Can I come use your computer and try to print something off? I love you!

Yes

Okay I'll be up there in a second

They got the killer in Chester.

Good finally

Turn key to position 2 to turn dash lights on only.. then press gas pedal all the way down wait a few mins.& then turn key to off & release gas pedal.wait 2 minutes .Then start car & drive.if the light comes back on take the car back early morning with your mama for she is the one that took money down there.she can get something done when you can't.this has to be fixed before it burns the transmission up. Hugs Meme

What you doing

Been at work all day wyd

One day God step's up.going to bed myself.I love you.

I love you so much!

You go to church today?

Grace Ang...
Mobile

Remembering when up to now just take it back the bridge is open & it has open arms for support.I love you..

I love you

Are you still at home? Could I borrow a couple of dollars to get gas at village market before I go to work. I don't get paid till tomorrow

Yes

Okay I'm about to come by there

Check your tax papers they should be in your car

I love you

I love you to more than you will ever know.God has his plans that will shake your world Just Believe.....Merne

I can't wait!

Hello Sweet one what did you get done with your car

Yes I did. Thank you so much for helping me

You can come live with me Nobody will ever hurt you & I will help you go back to school at Tech .& You will be able to leave all the filth behind.I love you so much you can do this your whole life will change in the right direction.Reach

Grace Ang...

You can come live with me Nobody will ever hurt you & I will help you go back to school at Tech .& You will be able to leave all the filth behind.I love you so much you can do this your whole life will change in the right direction.Reach out & take my hand for I know you don't like your life. Big hugs & kisses....Meme

Do unable any pork and beans

Do u have any ^*

I am not at home can you come in 3o mins I got big can do that will be 4ock.

Will be home at 4 oclock

I just found a can! I knew I had one can left it was just in a different cabinet. Thank you tho I love you so much ❤

I got you bogangle chicken come to my house at 4

I'm at home I need to see you..

Do you want Brandy to come get you.

Goodnight I love you.!

I love you ❤

I love you & pray you are safe .Meme

I take it you don't get to carry your phone nothing new tho.Change will come & NO BODY can STOP it .Thank you Jesus..

Grace Ang...
Mouse

Hello Sweet one I love you. Come see me sometime..Meme

[redacted]

I love you !

Do u have any musinex

No

Lord I need some. Is there anyone at my house I can't get anyone on the phone

Yes your daddy

He's supposed to give me some money to go get mucinex thank god

You had better come & get it.

Okay word

I love you

Hey how are you doing I love you..Meme

Im good. How are you. I love you

I'm good to just working in the yard early in the mornings I miss you stop in sometime for a visit.I love you very much...Meme

I love you

Hey are you at home

Yes

Do you have a few dollars I could borrow to get gas

I've got to go to Charlotte today and I

Grace Ang...
Mom

I've got to go to Charlotte today and I have a little gas but I don't think I have enough

Yes

Okay I'll come up there thank you so much omg

There is a way.Kisses.

Awww love you.

My beautiful Angel Baby God is with you & see's all.

I love you

Samantha why do you have your car hidden in the back yard what's wrong???????

What have you been talked into doing now with that car.???

Me and mom are at the beach

Ok Lino said he didn't know where you were I'm glad you are ok.Hugs ·

I love you

Grace Ang...
Mobile

I love you

I love you to more than the stars in the heavens...Meme

Are you at home meme

Yes

Is there any way you can let me get a little gas money. We just had to call the ambulance on andrews grandma I think she's had a stroke and I have no gas in my car to get to the hospital

They just left with her but we got to get to the hospital too with all her things and Andrew has to be there with her. I know you hate his guts but

I can write you a 2o.oo check I don't have any cash.

Okay I'm going to come up there. Thank you

I found cash

Okay I'm coming

Is the grandma's in hospital what's the diagnosis??

They've ran ct scan and mri. They are waiting for a neurologist to come in they are 95% sure it's a stroke. Just don't know what caused it yet

I'm sorry I will be praying for her.keepme updated

Thank you. She has had a stroke I've got to take him back up there here shortly

If they gave her a shot in the ambulance which they are to do by law she will heal . I will put her on the prayer list at church & keep her on mine . You be careful today and tomorrow are going to be the hottest days in years..I love you.Meme.

Thank you. I love you

Grace Ang...
Mobile

Hey hope you're not doing any yard work today it's way too hot to do anything! I love you

I'm in & out mostly in Ihave to do a lot real early in the morning hours.you stay out of the heat to maybe come up to your house by yourself & clean up your room some for real.I love you to very much..Meme

I'm home hot lots of hugs saved just for you..I love you.Meme

I love you. I'm guessing you saw my note I left you. ❤ ❤

Yes I did it touch my heart threw & threw.

You at home now ?

Yes

I got pizza if you want some to eat

What you doing

I have been outside cutting grass & doing a little work in the yard for about 4hrs.It is so hot to going to take a bath I smell like a homeless dog.I love you.Meme

I love you .

Big hugs & lots of kisses all over your sweet perfect face My precious Angel Baby.....Meme

Are you at home

Went on the porch to make a phone call and the owl is back ! It swooped infront of me and landed on the tree

Grace Ang...

That is from God Everytime you see it Say Thank You God please stay with me and lead my way. I'm home

Is dad at home ? He was supposed to come by here when he got off and bring me $20

I couldn't believe it when I saw it. I probably looked crazy but I stood out there and talked to the owl. Lol

That's what you are suppose to do

No one is home they don't give a dam about you I will give you 20.

Could I come get it? I just need to get me a loaf of bread and a few canned goods so I can eat. And some tampons. He was supposed to either give me the money or take me to get the stuff at dollar general but he hasn't showed up or answered the phone.

You can come here anytime Never ask that question again.I love you Meme

I love you

He gave me 20 do I want your 20 back

do you *

No I gave you 25.00

Do you want me to bring it back to you since he actually gave me some

I said No I do not.hugs

Okay I love you

I love you to you are my heart Come see me on Sunday afternoon around 3ock. I only want lots of Big Hugs & wet kisses all over your sweet face.please be careful & stay safe. God is sending you all kinds

Grace Ang...
Mobile

I love you to you are my heart Come see me on Sunday afternoon around 3ock. I only want lots of Big Hugs & wet kisses all over your sweet face,please be careful & stay safe. God is sending you all kinds of signs do listen & remember & feel his love in them all .Meme

Do u have any more Cheenos

Yes I do but I'm not at home I with Brandy I will call Rara & tell h you can get them - anything else you want it will be late before I get back - you call Lino & tell him you need food you can not wait to the last minute to let me know you are hungry I am calling Rara now.I love you.

Okay I love you. I'm about to go get them. I just wanted some cereal really bad lol.

Rara is putting the on the glass table on the back porch

Okay thank you ❤

Happy Birthday to you ❤ I love you so much. Thank you for everything that you do for me. And thank you for constantly keeping me in prayer. It means so much! I love you with all my heart. I hope you have the greatest day because you deserve it. Eat an extra cupcake for me. Hugs and kisses. ❤❤❤❤❤❤❤❤

Grace Ang...

I will see you shortly

Resend me your bar ,& panties & shirt sizes I can't find the paper you wrote in on. ASP

Meme

Bra 34 DD
underwear Medium

Shirt medium / large

I'm about to call Allen and see about getting my oil changed

Great

Robitussin DM is the best cough syrup Brandy ask the Dr.

Brandy left you some meds ,soup,& a few snacks here stop by when you can ,I love you..Meme

Hey Samantha it would been nice if you had stoped in the driveway for 5mins but it's ok after you just left nextdoor Hope you feel better soon

I know I'm sorry I don't want to have to hear about it from you know who cause she's real mad still cause of whatever y'all got into it about the other day I love you tho I been trying to get some rest but I keep waking up coughing I'm going to come up there tomorrow hopefully I will feel better

No don't come up here for that Bitch has to have somebody to be little blame all of her self induced misery anyone but herself. But it's up to you if you let her keep you away from your family that has always been here for yo... while she had her nose

Grace Ang...
Mobile

No don't come up here for that Bitch has to have somebody to be little blame all of her self induced misery anyone but herself. But it's up to you if you let her keep you away from your family that has always been here for you while she had her nose up there ass 'Sanford family.. what ever you decide is fine with me..I will always love you.Meme

I'm going to come up there I just didn't today cause she's been home all day and I didn't want to have to hear it from her.

I'm sorry for how you live

Hi will you be home for the next hour or so

Yes I will be here till 10 ock. Have a Dr's appt.if you are going to get cussed out I will meet you some where I'm sorry she has used you in this but you are the only one to stop that for nothing she can do can hurt me but she can not say the same about me.I love you.

I'll be up there in about 15 mins I love you

Come to the back

Okay

Please be careful out

Grace Ang...
Mobile

Please be careful out driving I love you, Meme

I love you !

Give me a 5min call

Are you at home ?

In 30 mins r you ok

Yes. I'm okay I been home today and I took a nap, just woke up

I need to get a phone card it cuts off tonight, I still have $10 from that 30 you gave me I asked dad for some money but he said he has to go to the bank he doesn't have any on him. But he's just still cleaning the pool so I don't know

I got 20.00

Okay that's perfect. I can get the 30$ card

Let me know when you make it back

I'm home

Okay I'm about to pull up there

I love you to the feet of Jesus from where you came & he has his eyes on you remember to always talk to him he is listing. Meme.

I love you

Hello sweet one today is prizes to open up with good food to eat

Grace Ang...

Hello sweet one today is prizes to open up with good food to eat & celebrate our Angel Baby.Please be here by 1:30.I love you!!!.. Meme

Okay I love you

I daid

Can I borrow 5$ plz I only need 5

I meant to ask you earlier

Yes

Okay I'm about to swing by

Another Happy birthday to you wishing you a great day.I love you.

Every word still stands true to day I love you.

I love you so much !

My prayers answered 23 yrs ago .you are my heart.

Send me some of the pictures from Sunday


Grace Ang...
I love you forever
Boy that is a
Cledus smile
Your pineapple
undies
That cake was
center stage

Grace Ang...

It was loaded

I got you 10.oo for that picture

I deleted it. I'm going to come get my bag from your room shortly and take it to my house. I'll show you that I deleted it then

It's ok Angel Baby zI believe you I was going to give you Tip lol

Will you iron my dress if I bring it up there

Anything for my baby ❤

I'm taking a fast shower back door is open

Okay

Hello sweet one where did you say the store was that you got your pocket book at

Citi trends. Across from cherry park behind the auto zone

Thank you did you see anything else you may want.

Grace Ang...
Mouse

They weren't really stocked up like they usually are I do want to go back when they get more stuff. I want to go to Ross too

Ok it's getting hot outside I will wait till later on togo Big hugs

I found you this today to keep your bars & panties in you can pick it up anytime.I love you.

Okay cool I love it thank you

Do you have $5 I can have please please

Samantha when I don't answer your text call me please for I am just now reading it I was visiting with friends ,& didn't here the phone. I am so sorry or just come up here.I love you.Meme

Slow down you are going to get hurt in that little box you drive Please .

I called Allen about getting my oil changed and they are booked until Thursday b but I was able to get an appointment on Thursday at 1:30. She supposed to call me back in about an hour with the total of how much it's going to be

She just called me back it's $54.11

She will add your bill to mine so take it on down there on time.

Okay I love you

Grace Ang...

Okay I love you

This is My precious Angel from God & I love you to the feet of Jesus from where you came My Angel Baby always.I loved this video I cryed I wish so many things God has got it all.Big hugs & Kisses..Meme

Have you got your oil changed?

Appointment tomorrow at 1:30

Did you find anything out about the tires. I had one go flat on me last night. I have a different tire on it for now tho

Going to discount tire in the morning if you want to meet me at 7.30 on the dot Do Not be late let me know if this works for you since you can answer your phone.

Can't talk on phone

This looks like the same old tire you had on your car before some times last year .you never said if you can be at discount tire in the morning at 7.30

If you don't tell me you will be there at7.30 I want be there

It will have to be after 8:30. It's not the same tire it's just another tire off of my accord in the yard

I just walked out of andrews house and got all your texts I have had no signal in there

See you at 8.3u

Grace Ang...

Sorry can you be there by 9ick

Yes

This is the lawn mower that Andrew has. He said to just make an offer

1200.00

If there is not anything wrong with it.

I got Ronnie to look at it & he said 1000.oo

Okay. I will tell him when he gets off work

Nothings wrong with it. It's been kept on porch and under tarp

But I need to look at it & here it running but I will buy it for one if these prices

Okay just let me know when you want to any time after today. I will

Grace Ang...

Okay just let me know when you want to any time after today. I will talk to him tonight

Tomorrow will be good in the late evening after it cools off I will need a signed bill of sale.stay out of the heat .I love you. Meme

I'm picking Andrew up now just waiting on him to finish talking with his boss and get in the car. I'll call you when we get home

Ok be careful heavy rain I the way

I am. I love you

How we going to get it in your truck

Ramps or you can let him drive up here.

Which way do you want to do this I am ready & I got Rara to help me

Did the mower have 2 keys most do.

Just one

Hey I ended up keeping my phone.

Samantha give me a call ..

I love you very much please read this poem you have been in the storm to long get your hat on & run like hell straight to me God has you a double rainbow 🌈. Big hugs Meme.

Samantha I got you something Hugs

Grace Ang...

I have called you 3 times . I don't want anything I just. want to talk to you so I know something is wrong.I love you.

Are you at home

Yes

Do you know if dad is home can't get him to answer the phone

Yes he is

He probably in the bed

He just called me back he is in the bed. No money. Guess he spent it all in the bar last night

I got 16.00 you can have

Okay I just need a box of tampons and I was gonna get me a small tub of ice cream. I will come down there in a min

You going to church today ?

Yes I Did just saw your message

Yeah I came to the house earlier and saw you was gone. I was going to see if you had some milk for my cereal this morning but I ate something else

Ok

I know I keep asking for a lot but I can't get the 160$ I've made on DoorDash off until Wednesday. Me and Andrew have court tomorrow against his aunt about the eviction. And my gaslight just came on. Do you have like 5-10$ so I can have gas to go in the morning. Mom is out on the lake and dad is nowhere to be found.. again

I can pay you it all back come Wednesday

I don't have any cash

Grace Ang...
Mobile

I don't have any cash if you come up early in the morning I can't write you a check.Im sorry you should go to Handle Bars for you know that's where he is They are both a pc.Of cow shit

I am so sorry

It's okay but I won't be able to cash it in the morning cause we have to be at the court house at 8 and it even says to be there 20 mins early. I could take it to Walmart and cash it a their money center they close at 6

I only have 1 bar of gas left I hope I'll have enough to make it to even make it to Walmart

Can you make it to the country store I am going to get money from Rara & I will meet you there in 10 mins if you can

How much money were you to get for taking care of them mutts that belong the the shank

Like 60$

No 70

You have to see that your Mama don't care

Andrew can pay that money back in 2payments

Okay he said thank you so much

This is my Angel Baby that I love so much. Have a Blessed day.Meme

I love you

Be careful police is all over Reservation Rd. Been all over river bottoms so please drive slow & keep all doors locked cor lo.I love you.

Grace Ang...
Mobile

Yes I saw they was looking for a man they got him about an hour ago I love you

I love you

I love you very much.

Hey I'll be up there shortly to pay

Pay you

Ok

I'm going to the grocery store will be back in. 1 hour

Okay be careful I love you

I am back & fixing good sandwich come have one hottest & sweets

Got pumpkin pie yummy

Dang Samantha I have been waiting on you all day still haven't seen you ,What's up!!!!

Hey we just got home his cousins had to take her daughter to the hospital because she was throwing up blood and we had to rush up to York to her house and watch her son while she did that. Her boyfriend wasn't getting home until 9 so we had to stay up there till he got back. Im sorry I will come down there after you get home from church in the morning I love you !!

I'm not going to church today I love you

Hello are you at home

Yes mam

Okay you said it could be two payments right

Yes

Let me know when you're awake and I'll come down there

Grace Ang...
Mobile

I am up.

Okay I will be there shortly I'm about to get back up and stuff

Coming now

Are you okay

Oh yes

Always know there is 2 sides to every story I just hope 1 day you will take a firm stand for me.Sleep peacefully I Love you always..Meme

I know. I love you. I will see you tomorrow.

Can I borrow $25

Yes if you come now

Okay I'm coming

Sence people think I am selling my river land add the Condo,my trailer & land plus your land we will be in the money. hot diggity dog pass it on

I just wish it could be mine and I could live there peacefully at my own house without them both .

You never what God will. bring into your life.I love you very much Kisses all over your sweet face.Meme.

I love you .

Is it not possible for you to kick them out ? Or do you think they would take the house and all from me ?

I can ,& will put them off that land they they can do nothing to you or the take nothing from you don't worry about that old trailer you will have a home there the only ones to lose not you STOP listening to there lies..I have never lied to you if you can think of

Grace Ang...

I can ,& will put them off that land they they can do nothing to you or the take nothing from you don't worry about that old trailer you will have a home there the only ones to lose not you STOP listening to there lies..I have never lied to you if you can think of 1 time tell me.I love you All the time not part time.Gods got this .Hugs & lots of kisses.

I love you. I just hope that they don't take that home from me and the pool and all

We will NOT be talking about this anymore!!!!!!!!!!

You may want to come check on Coop he hasn't been feed or watered in at least 2days. It's up to you..Meme

Okay I love you

Hey I called cause my car battery was dead and I couldn't get anyone to answer but I finally got ahold of dad and got him out of bed to do it. I love you 💕

This week has been a eye opening experience for me learning from the texts I send to others just to see what they will do with them it's amazing what I have learned but not a shocker its a lot like the song I Can See Clearly Now .Have a Blessed Day *.. Meme.

What do you mean ? I love you

I sent this out to everyone.I love you to.

Dad just had to come jump me off again cause I need to go DoorDash. He didn't have any money to let me borrow

Grace Ang...
Mobile

Dad just had to come jump me off again cause I need to go DoorDash. He didn't have any money to let me borrow for gas therefore I wasn't even going to mention to him that I probably need a new battery yet. But do you have 10$ so I can get gas and I can give it back to you in the morning when I get paid for doordashing tonight ?

Haven't talked to mom since yesterday morning she's on the river again. Same crap different day I guess

Boy I know that's true don't cut your car off till you get back home I guess he want get you a new battery either. Did you ask him to if not call now and ask for one

Yeah I'm not going to cut it off. I got this battery in 2019 he said I need to go get it checked at autozone before I ask to get a new one

He let me keep the jumper cables too just incase

Ok just be sure not to cut it off ,and don't be outside by yourself trying to start it you should have Andrew with you if not you can call me! love you Meme

Andrew is going with me tonight

Do you have a few dollars I can borrow till the morning so I can get a little gas I haven't got gas since Dede filled my car up

Dad said he didn't bring his wallet and he was going home to go to bed

I don't have any cash I can get you 20.00 in the morning when the bank opens.

Okay I love you

Whatcha doing

Just got your Tock message our phones are slow

Get that battery checked

Grace Ang...
Mobile

Get that battery checked in the morning I believe that is the problem or you could get your father to have it checked tonight.

Are you ok

Yes I'm okay

My owl is here tonight

Jesus & a Special Angel is there to Silently talk to Jesus you will get a peaceful felling listen for his words & believe.I love you more than you know. Meme.

I love you

Good morning I did not go clean. Are you still wanting to go get a battery?

Yes is Allen said that you need one . Get ready I am at the DMV getting my licence..I will be back in about 1 hour

Okay

Be outside I'm on my way

I love you very much

You carry a big chunk of my heart always..Meme

Do you still get the

Grace Ang...

Do you still get the paper ?

The newspaper ?

No sorry

Go to the dollar tree store - and the papper we stuff in birthday bags.

I was asking because there was supposed to be a coupon in this weeks paper for the renaissance Festival buy one ticket get one free. I went once when I was really little and have always wanted to go back. I will go to village market and get a paper tho

I left my makeup bag in your truck too but I'll stop by and get it tomorrow. I love you

Remembering the happy days.I thought me & papa would never get this finished.It was all worth the Happy Smiles on your face & the speckles in your eyes.I love you so,so much.Please stay safe. Meme.

That was sparkle in your eyes lol

I wish I could go back. I love you very much

You can take the memories & build your life better Jesus loves you & I do to & he is always listening & he tells nobody what you talk to him about.Give it a try it works.Sleep Peacefully my Precious Angel Baby. Meme

I got your makeup bag in the house.I love you....Meme

Grace Ang...
skype

Okay thank you I love you

What you doing

You & Papa talking Baby talk

With Brandy

What are you doing are you ok

Yes I'm okay was going to stop by your house but I couldn't find you. I love you

I love you all the way to Jesus feet He is watching you Meme

Do you think I could go hunting a few times this year? Are the deer stands still down there? I've got to take my gun papa got me and get the scope recalibrated

You can go hunting when My brother Kenny is down there not by yourself let me know ahead of time & I will set it up but NO one else can be on the land.

Okay thank you. I love you so much !

I love you my sweet Angel Baby more than anybody else does except for Brandy.Be careful please.

Do u have 10$ I could borrow

Yes

Okay I will be there in a minute

Hey how are you today? The rain is coming in later so you be careful.I love you .Meme

Grace Ang...
Mobile

I'm doing good. What time is it going to rain? I was wanting to go to the fair out there at the mall later on

It suppose to start around 6ock or 7.but that to can change be careful I love you...Meme

I love you more

I put you 40.00 under the blue angel on the back porch as you come up the stairs on the right it's from me & Brandy don't share it with no body.We will go eat salad one day next week.Be safe & drive Slow..I love you ..Meme

Samantha please buy Coop 2 cans of good dog food he is crying.

Okay I will. I love you

Can you make me an appointment maybe Tuesday or Wednesday to get my oil changed? And maybe that same day we can go get lunch like we was going to while my oil gets changed ?

Yes are you sure it's time again to change your oil look on the sticker on windshield just to be sure Be sure to feed - water Coop because I can't anymor

Feed him anymore.

Yes it's time. And I gave him fresh water earlier today when I went by the house


Grace Ang...
Ok I will set this up tomorrow al just wanted you to know I want be feeding him for awhile so it's up to you now for he looks bad from his chest back he has no belly it is all sunken in there.I will let you know when the appointment is.I love you .Meme
Okay I love you so much thank you
I love you
I will always love you to the feet of Jesus from where you came & he is always watching over you.
Bookmark (lock) message
Copy message text
Forward message
Message info
Delete messages

Grace Ang...
Mobile

Feed him anymore.

Yes it's time. And I gave him fresh water earlier today when I went by the house

Ok I will set this up tomorrow al just wanted you to know I want be feeding him for awhile so it's up to you now for he looks bad from his chest back he has no belly it is all sunken in there.I will let you know when the appointment is.I love you .Meme

Okay I love you so much thank you

I love you ❤

I will always love you to the feet of Jesus from where you came & he is always watching over you. • • • • • •

Oil change we'd 8:30

Bookmark (lock) message
Copy message text
Forward message
Message info
Delete messages

Grace Ang...
Mobile

Samantha you are suppose to be at Allen's by 9ock to your oil changed I called you at 8:15 so this will have to be rescheduled if you don't make it Text me & I will do it or you can do it . Hugs

Yes I know I'm sorry I was up and down all night I do not feel good at all. I don't have any gas either

Come by here I will get you some

Okay I'm just changing clothes. I really need to go get some DayQuil

I got pizza if you want any

What're you doing

Out taking care of some business .you be careful I love you very much Hugs & Lots of Kisses..Meme

Hey do you have $5 I have a 5 and just wanted to get 10 in gas so I can go DoorDash some.

Yes

Okay I'm going to stop by there in a sec

Ok I'm on the back porch

If I go they are going to want me to talk and I don't want to. I just got moved back down here and if this happens I don't know what will happen with everything and with me it's just adds to everything else I have going on right now I just wish there was a way for it to wait. But I'll just pray

As long as you tell the truth & nothing but the truth you will be fine

I'm not going to even talk . I'm just so tired of being in the middle of everything my entire life. I love you.

I'm not going to even talk . I'm just so tired of

Grace Ang...
Mizuki

I'm not going to even talk . I'm just so tired of being in the middle of everything my entire life. I love you.

Everything will be ok for you I promise

I love you Samantha that will never change...Meme

I love you too nothing will ever change that either. I don't want any of this to change a thing.

You are apart of me & Papa & that's a strong love that never fades

I love you.

Hey what're you doing

Picking up Nuk at school

She wouldn't let me go clean this morning cause "she needs the money" I just need gas in my car my light is on

I will text u back in 10 mins

Okay I love you

Meet me at the white fence

Okay I'm coming

The spiritual meaning of Owls include change, transformation,and inner wisdom, always remember the times they came to you.They are sent by GOD..

I saw the county police

Grace Ang...
Mom

I saw the county police down at the trailer you used to stay in they were outside of there car don't go back there you may get locked up

When did you see them

Yesterday evening

Just passed you. I love you be safe ❤

I love you to Samantha more than you will ever know.

Will you please feed Coop he is so boney it's sad to look at him

I saw you weren't home just a little bit ago, have you made it back yet? It's raining super bad here. be careful please

I am home we needed the rain you stay safe to.I love you Samantha..Meme

Take the time to text Brandy & Jennifer for your gifts they both love you very much.Sleep peacefully after talking to God.I love you very much.Meme

I talked to a mechanic it may be thermostat,water pump which needs to be checked first did you have antifreeze in it ? Between the 2 males that stay there they can pay a licensed

Mechanic to fix it right.

Only take a job that you want to work it's time you do what makes you happy no one else.I love you Meme

Just passed you. I love you ❤ drive safe

Your tires I bought you

9:56

Grace Ang...
Mobile

12/27/21 10:19 AM

Only take a job that you want to work it's time you do what makes you happy no one else.I love you Meme

1/3/22 4:22 PM

Just passed you. I love you ❤ drive safe

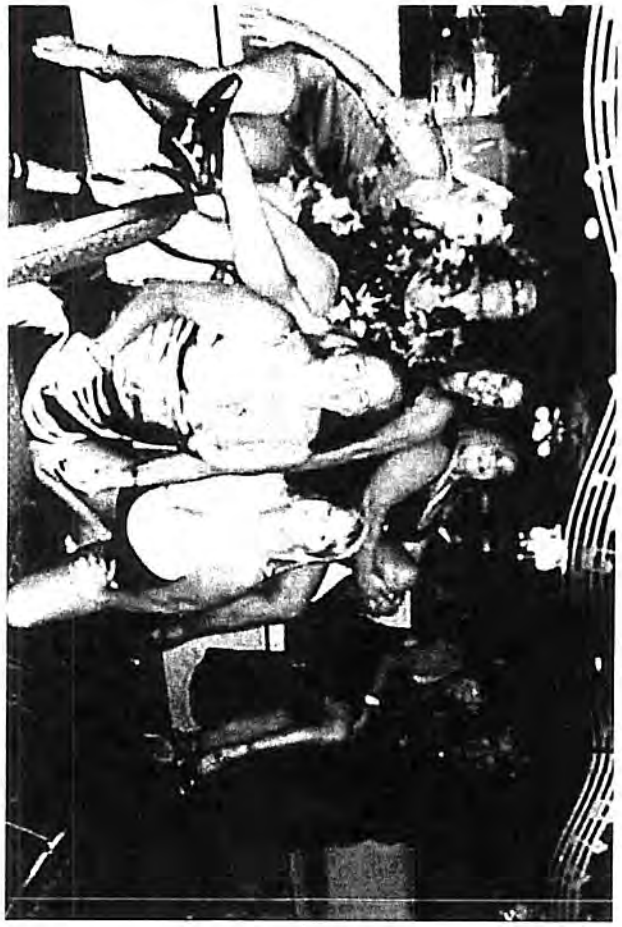
1/13/22 9:07 PM

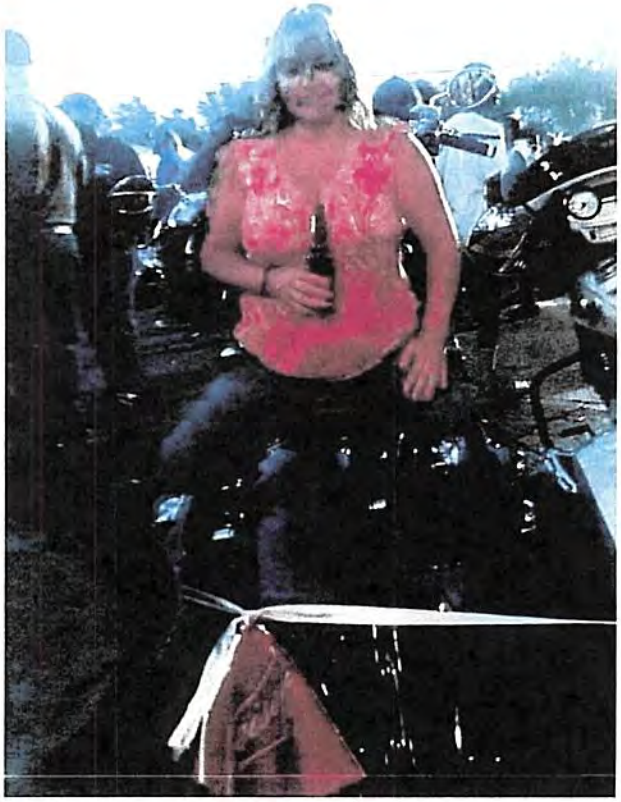
Your tires I bought you are under warranty in my name they have everything on file .

Delivered


7:21

Riding w/ a gun
for intimidation
7/2022
This is why I
have a security
system up





What's up Lesslie/Catawba neighborhoods

Samantha Danielle • Oct 3 •

My boyfriend and I are in the process of moving and I have a TON of glass cups, plates ect.. to come with me. Anyone have a bunch of newspaper I could have or have any idea of where I could get some things to wrap them all in at a decent price so I can start boxing them up? tia 🙂

4 24 Comments

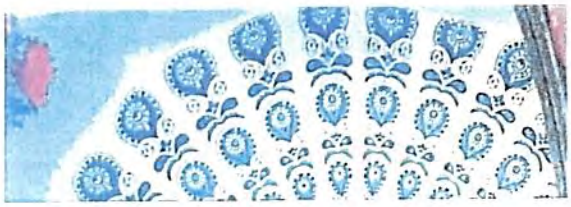
Like Comment Send

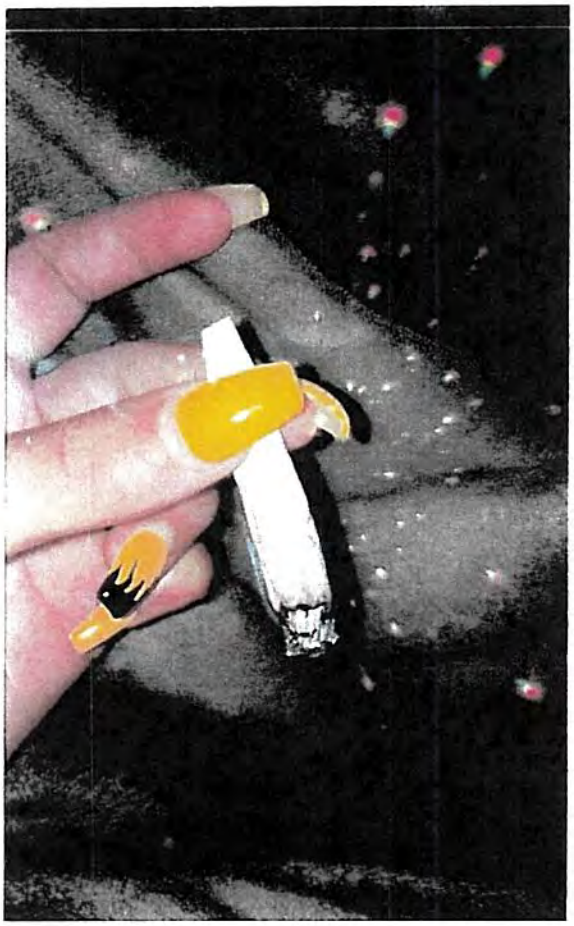
People Also Search For

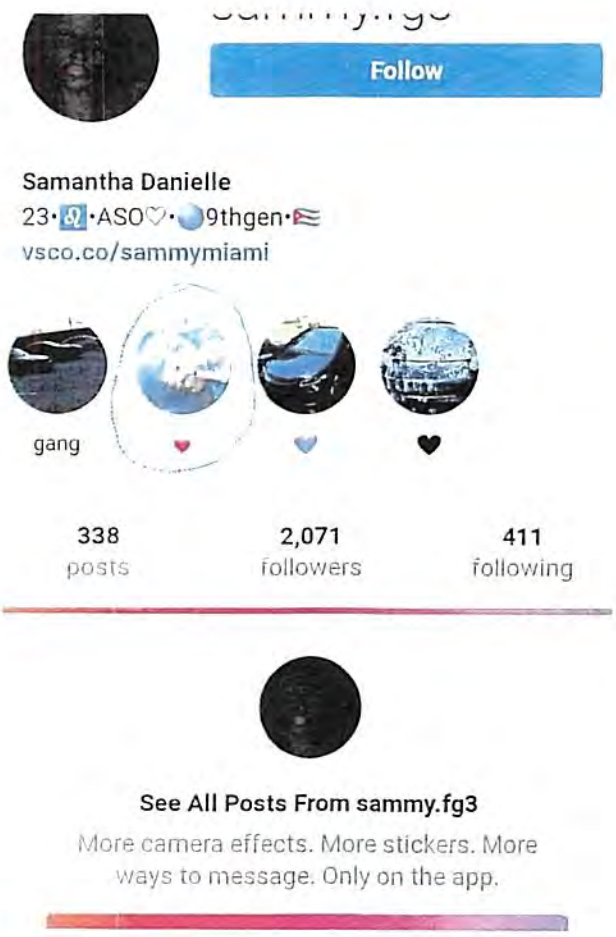
sammymiami


CAN'T TALK


SWISHER SWEETS
CLASSIC
SWISHER SWEETS
SUBGEON GENERAL WARNING:
Cigar Smoking can cause Lung
Cancer And Heart Disease.
SWEETS
LIMITED EDITION
LEMON
LIME
SOLTILLOS
2.99¢
2.99¢
disease, even
nonsmokers






Follow
Samantha Danielle
23·♌·ASO♡·9thgen·
vsco.co/sammymiami
gang
338
posts
2,071
followers
411
following
See All Posts From sammy.fg3
More camera effects. More stickers. More ways to message. Only on the app.

Page 6

A My age is 74.
Q Okay, well, I'm 73, so you have one year on me. Ma'am, I'm looking at the original Complaint in this matter and specifically at the Trust Agreement that was attached as Exhibit A. Do you have that in front of you or can you get that in front of you?
MR. FOSTER: Ms. McNerney, can we agree that this will be an exhibit to the deposition?
MS. MCNERNEY: We can agree.
MR. FOSTER: Okay.
Defendant's Deposition Exhibit #1, was marked for identification and made a part of this deposition.
Q You, and I believe it's your husband; Buck Crouch, entered into this trust agreement, is that correct?
A That's correct.
Q This was back in 1999, is that right?
A Yes.
Q I believe that was about the time that my client, Ms. Angela Delpozo, moved what I believe was the first of two mobile or modular homes onto the property --
A No, sir.
Q -- f you remember.

Page 7

A She moved a single wide first, and then traded that in on a double wide and put it there.
Q When was the one put on the land, to your recollection?
A The first one was put on there the year that Samantha was born, or the beginning of the next year. Samantha was born in '98 and they moved down in the Fall of that year, or the beginning of the next year.
Q How does that connect with the trust agreement? I take it that Samantha was alive when the trust agreement was made?
A It comes with the trust agreement, because when they moved there they could move the mobile home, they didn't need a certain amount of land to move the single wide in. And then when they traded it in for a double wide, they needed an acre. And we had 2.3 acres, but we pulled out an acre to go into the trust for Samantha.
Q Ma'am, the property we can agree is in trust for Samantha D. Delpozo, is that correct?
A That's correct.
Q Ma'am, I believe that after that, there was a recent document -- this is Exhibit C to your Complaint -- by which the trust was extended for 40

Page 8

years. I believe you executed that in 2021.
A That's correct.
Q Is that in front of you, ma'am?
A Yes.
MR. FOSTER: Again, Ms. McNerney, if we could agree that that will be an exhibit to the deposition?
MS. MCNERNEY: I'm suggesting that we make the Complaint with the exhibits, Exhibit One in its entirety. Unless you want to separate it for some reason.
MR. FOSTER: No, ma'am.
Q Ms. Crouch, what was the purpose of doing a trust agreement in 1999?
A We done a trust agreement in 1999 for Samantha so that it would not have to go in her mother and father's name. We wanted it only for her. And that's why the agreement was purchased -- I mean we put the agreement up.
Q The trust agreement?
A Yes.
Q What was the reason why this was extended in 2021 for another 40 years, or until she was 40? I beg your pardon.
A I had the right to amend that one time, that me and

Page 9

my husband put in there, and that was for Samantha's benefit, and her benefit only. And she just wasn't in -- she was not where she needed to be to receive the land at age 25. That's why it was done.
Q The two mobile homes and two modular homes that were put on the property, I understand that your husband financed those with Ms. Angela Delpozo --
A No, sir.
Q -- do you know that to be true?
A No, sir, it's not true.
Q How did you understand those to be paid for? It was paid for by Lino Delpozo, he made the payments directly to my husband. And it got down to owing $10,000, and that's what Angela paid on the double wide. Lino paid the rest.
Q So in any event, as I understand it, either Angela or Lino paid back the price for these mobile homes or modular homes, am I correct?
A The first home she put there, it didn't -- that was already paid for. The second mobile home that they put there, it was financed through my husband. Lino paid him --
Q Yes, ma'am.
A Lino paid him every month the payments.

Page 10

1 Q Yes, ma'am. What I'm getting at is, your husband
2 financed these and my folks paid your husband for
3 the money, as I correct?
4 A Lino paid the money. 90% of the money was paid by
5 Lino Delpozo.
6 Q Yes, ma'am, and you're suing him. And I said "my
7 people". So my point is, my people paid your
8 husband back for the price he financed, is that
9 correct?
10 MS. MCNERNEY: Object to the form of the
11 question. You can answer.
12 MR. FOSTER: I beg your pardon? I'm
13 sorry, I didn't understand.
14 MS. MCNERNEY: I'm objecting to the form
15 of the question. She can answer, if she knows.
16 MR. FOSTER: Ma'am, let me try to say it
17 again and hoping I can say it properly.
18 Q There were two residences on the property. I
19 believe it's a mobile home and a modular home, but
20 whatever they were, your husband; Buck Crouch,
21 advanced the money to purchase those homes. And he
22 was paid back by Lino or Angela, as I correct?
23 A When they bought the mobile home, Lino went to my
24 husband -- all I'm trying to get through here is
25 Lino paid 70 to 90% of the loan on the mobile home.

Page 11

1 And Angela invested $10,000, that's it.
2 Q So all of the money paid back -- go ahead. Sorry
3 to interrupt. Go ahead.
4 A The only thing that I'm saying is, the investment
5 in the double wide was because of Lino, Lino paid
6 everything but $10,000. He's got more of an
7 investment in the mobile home than she does.
8 That's my answer.
9 Q Okay, I'll accept it and we'll go on. Your husband
10 was paid back for the investment in the homes, is
11 that --
12 MR. FOSTER: I've lost the thing.
13 A My husband was paid back for the investment in the
14 double wide. He had nothing to do with single wide
15 that Lino paid for.
16 Q Who has paid the taxes on the mobile home since
17 they were put on the land?
18 A Lino Delpozo has paid the taxes. I've paid them
19 two times. And Lino has paid --
20 Q The last two years?
21 A Lino has paid --
22 Q He's paid the last --
23 A This last one this year, I've paid.
24 Q Who paid the taxes on the land?
25 A The mobile home taxes, there is no taxes on the

Page 12

1 mobile home. There's no taxes --
2 Q My question --
3 A That was your prior question. There's no taxes on
4 the mobile home. The taxes on the land, Lino paid
5 them.
6 Q Okay. You have in front of you your reply in this
7 matter?
8 MS. MCNERNEY: He asked if you have the
9 reply in front of you.
10 A Yes, sir, I do.
11 MR. FOSTER: Can we agree to put that in
12 as an exhibit? You're indicating "yes". I
13 presume that would be Exhibit Two?
14 MS. MCNERNEY: Yes.
15 MR. FOSTER: Very well.
16 Defendant's Deposition Exhibit #2, was
17 marked for identification and made a part of
18 this deposition.
19 Q Ms. Crouch, I'm asking you to look at page 5, and
20 paragraph 77, at the top.
21 A I have it.
22 Q Do you have that?
23 A Yes, I do.
24 Q I'm reading it for the record. "It is not Samantha
25 D. Delpozo's best interest for the other defendants

Page 13

1 to continue to use and benefit from the real
2 property." That is what it reads, is it not?
3 A That's correct.
4 Q Ma'am, is it not a fact that your Complaint in this
5 matter seeks to evict all four clients of mine?
6 A This does not involve Samantha.
7 Q I'm sorry, ma'am?
8 A I said, this does not involve Samantha.
9 Q Ma'am, I'll ask again --
10 A Evicting Samantha from the property is not involved
11 in this.
12 Q I will only state for the record without arguing
13 the legalities for you, that your Complaint is
14 against all four people and for the eviction of all
15 four people.
16 MS. MCNERNEY: Objection to form.
17 Q Let's go on. I didn't mean to interrupt anybody.
18 MS. MCNERNEY: I said, objection to form.
19 MR. FOSTER: Fine.
20 Q Ma'am, I want to ask you what you consider to be
21 the best interest of Samantha and why she should
22 not continue to use the property?
23 A The best use of Samantha. Our plan was for her to
24 go to college. She has no funds. Nothing has been
25 put back for her. She sits on nothing. She

Page 14

1 absolutely sits on nothing. This was -- this land
2 is for Samantha and Samantha only.
3 Q In what sense, ma'am, do you intend to sell the
4 property to raise money?
5 A That's irrelevant to me. I would be more than
6 happy to discuss it with Samantha. Because the
7 land would not even be there, no one would be
8 living on that land, if it was not for Samantha.
9 She is the number one.
10 Q I'm going back to what your Complaint, what's your
11 reply says. Paragraph 77. "It is not in Samantha
12 D. Delpozo's best interest for the other defendants
13 to continue to use and benefit from the real
14 property." Why is it not in her best interest?
15 A She has nothing. She has nothing. They have lived
16 there their whole time and had paid -- they've not
17 put a penny back for her. There's no savings. The
18 only thing they paid for taxes over this period
19 really comes out to about a little over $3,000.00.
20 And Samantha has no --
21 Q Doesn't --
22 A She doesn't even have -- she does not even have a
23 car to drive. Both of her cars that she had are
24 tore up in the backyard and she depends on rides
25 wherever she can get it. The main issue here is

Page 15

1 Samantha. This is Samantha's land. This is
2 Samantha's home, not Angela and Lino to live there
3 free, it's not.
4 Q Have Angela or Lino, or her boyfriend, who is also
5 involved in this lawsuit, been asked to pay rent?
6 A Was the issue with my husband, Buck, who is now
7 deceased, that they would put money back for
8 Samantha. It was not just given there for them.
9 Q Ma'am, I would direct you to answer the question I
10 asked. Have either Angela or Lino Delpozo, or
11 Andrew Oliver, ever been asked to pay rent for this
12 property?
13 A From Buck Crouch they have.
14 Q I beg your pardon?
15 A From Buck Crouch they have. And Andrew has not
16 lived there long enough, and he was --
17 Q When and how were Angela and Lino asked to pay
18 rent?
19 A They wasn't asked to pay rent. It was supposed to
20 be put back for Samantha's education and anything,
21 anything that she needed. And she has nothing.
22 Nothing has ever been put back for her.
23 Q Ma'am, do you think that Samantha has the ability
24 to have some input into what her best interests
25 are?

Page 16

1 A Once she turns 40 years old and gets it, or when
2 they leave the property and no one's there but her.
3 Q She doesn't have that ability today?
4 A No, sir.
5 Q Why?
6 A She's not in a place where she needs to be to make
7 decisions. She's not going to school. She's not -
8 - she don't even have a permanent job.
9 Q Well, ma'am, I don't think that completely answers
10 my question. I'm asking why Samantha does not have
11 the right to have input into her best interest
12 today. Now I understand --
13 A She has --
14 Q -- you have a judgement of what that is. But I'm
15 asking about her ability to have input.
16 A She doesn't get that until she turns to age to
17 receive the land.
18 Q Well, she turned the age to she receive the land,
19 or was about to. And I'm asking again, why does
20 she not have the right to speak to her best
21 interest today?
22 MS. MCNERNEY: Martin, I believe that
23 you've asked that question twice, and she's
24 answered it. If you will -- and I'm happy to
25 help facilitate the dialogue here, but I think

Page 17

1 if you want an answer that's more specific, you
2 may need to ask a more specific question.
3 MR. FOSTER: I believe I've asked a
4 specific question. And I will note for the
5 record I don't think it's been answered, but we
6 will move on.
7 Q You have a document in front of you, will you see
8 paragraph 79.
9 A Yes, I do.
10 Q Let me read it for the record. "Defendants have
11 only occupied the real property intermittently, and
12 have been evicted from other locations." Let's
13 start with the end of that statement. Who has been
14 evicted from other locations of my four defendants,
15 my four clients?
16 A Samantha and Andrew Oliver.
17 Q I'm told by Samantha that that was occasioned by
18 the fact that the house they were renting had the
19 owner die. You regard that as being relevant in
20 this case?
21 A Yes, sir.
22 Q Who else among the four defendants, ma'am, has been
23 evicted from other locations, if anyone?
24 A No, just Samantha and Andrew, that's it.
25 Q Okay. The first part of this says, "Defendants

Page 18

1 have only occupied the real property
2 intermittently." I remind you the Defendants are
3 Lino, Angela, Andrew and Samantha. Which of those
4 people, ma'am, do you intend to refer to as to the
5 fact that they have only occupied the real property
6 intermittently?
7 A Explain that further.
8 Q I'm sorry?
9 A I asked you to explain that further.
10 Q Let me say it again. Paragraph 79, the first
11 Clause says, "Defendants have only occupied the
12 real property intermittently." I'm asking you
13 which defendants does that refer to?
14 A The defendants who have been evicted is Samantha
15 and Andrew.
16 Q Your testimony under oath, ma'am, is that Angela
17 and Lino have only occupied the real property
18 intermittently. Do I understand correctly?
19 A I don't understand what you mean by
20 "intermittently".
21 Q From time to time. Ma'am, this is your reply. You
22 have read this reply, have you not?
23 A Yes, I have. Yes, I have.
24 Q It says, 79, first Clause, "Defendants have only
25 occupied the real property intermittently." That

Page 19

1 word is in the complaint or in the reply. If I'm
2 saying this wrongly or confusedly, let me know.
3 Which defendants do you maintain only occupied the
4 real property intermittently?
5 A Would be Samantha and Andrew.
6 Q Well, ma'am, can we agree that's not what the thing
7 says?
8 A Well, you tell me, explain it further to me.
9 Q Ma'am, the document you file says "defendants", it
10 doesn't say which defendants.
11 A I included --
12 Q I gather what you're saying is -- beg your pardon?
13 A I included all defendants that live there at this
14 moment. But the only two that have been evicted
15 prior was Samantha and Andrew. I have tried to --
16 Q Yes, ma'am, but I'm talking about -- go ahead.
17 MS. MCNERNEY: You can finish.
18 A I have tried to evict -- when it first started, I
19 tried to evict Angela. The first Order that was
20 put forth, I could never catch her. I mean, they
21 couldn't serve her. And the next one that came
22 about, I put Lino in there. And they found -- and
23 that's how they served her with the second eviction
24 that I tried to put forth. And then the third one
25 I was evicting her, Andrew and Lino. How

Page 20

1 Samantha's name got up to be evicted is -- I have
2 no idea.
3 Q Ma'am, is it your contention that Lino and Angela
4 have only occupied the real property
5 intermittently?
6 A Angela has not lived there fulltime. She has lived
7 with Fred Sanford off and on during weeklies. That
8 is --
9 Q During what?
10 A She has lived at other places with Fred Sanford on
11 and off for four or five years.
12 Q When did that happen?
13 A It's been in the past. My husband died in '91. I
14 think probably about '18, 2018, 2015, somewhere in
15 that area when that started.
16 Q Where did Lino live during that period.
17 A Lino lived at 1162 Reservation Road.
18 Q That is not the address of this?
19 A Lino lived at --
20 Q Where did Lino live -- go ahead.
21 A Lino lived in the double wide mobile home; 1162
22 Reservation Road.
23 Q Okay. Going on, I'm looking at paragraph 76 of the
24 reply. It says, and I'm reading -- hold on, let me
25 be sure I'm reading correctly. "All defendants

Page 21

1 have substance abuse problems. Are openly,
2 verbally hostile to plaintiff, routinely make
3 profound gestures toward plaintiff, and routinely
4 make threatening statements and gestures to
5 plaintiff." Ma'am, I assume that is true?
6 A Yes, sir, it is.
7 Q Okay.
8 A All except for Samantha. All except for Samantha,
9 she's never threatening me -- she's never
10 threatened me. She's never threatened me.
11 Q Ma'am, I don't intend to make this a
12 confrontational matter, but you do know what the
13 English word "all" means?
14 A Yes, sir, I do.
15 Q Let's take them as this thing in part. Let me
16 assume for the sake of this that all -- that all of
17 the defendants have been verbally hostile to you,
18 have routinely made profound, profane gestures to
19 you, and routinely make threatening statements and
20 gestures to you. Do you regard that part of this
21 thing as substance for you to put them out of the
22 house?
23 A Yes, I do.
24 Q Okay. Let's talk about the other part, ma'am. You
25 indicate that all defendants have substance abuse

Page 22

1 problems. You intend that to reply to all four of
2 the defendants?
3 A Yes, sir, I do.
4 Q So your contention is, that Samantha has a
5 substance abuse problem?
6 A Yes, she does.
7 Q What substances have been abused by the four
8 defendants?
9 A What do you -- what do you -- what do you mean by
10 "substance"?
11 Q Ma'am, it's your reply. It says, "All defendants
12 have substance abuse problems." I'm asking you,
13 what substances have they been or are they abusing?
14 A Marijuana, prescription drugs, alcohol.
15 Q I didn't hear the first one. Was that marijuana?
16 A Marijuana.
17 Q What leads you to believe that this is probably --
18 these substances are being abused?
19 A I have seen it with my own eyes.
20 Q I'm sorry?
21 A I have seen it with my own eyes.
22 Q Have any of these people been arrested for the
23 abuse of those substances?
24 A Not yet.
25 Q I'm sorry, I didn't hear.

Page 23

1 A No, they have not. Not to my knowledge.
2 Q Have you turned any of them in for abuse of those
3 substances?
4 A No, sir, I have not.
5 Q Have you recommended them to any drug counseling
6 people for the abuse of those substances?
7 A I have tried with Samantha. She's the only one.
8 Q Okay. Besides yourself, ma'am, who has been a
9 witness to the substance abuse?
10 A Anyone that lives with me. I've got two daughters;
11 Jennifer and Brandy.
12 Q And they have seen this substance abuse?
13 A Yes.
14 Q When did they see it?
15 A Since them sitting on the front porch, the back
16 porch of the mobile home. As far as dates when
17 they seen it, it's not a certain time of day
18 because it's on a regular basis.
19 Q How often are your daughters with you in your
20 house?
21 A They come see me every day or every other day.
22 Q Ma'am, in your three attempts to evict various
23 people from these houses, did you state to the
24 Magistrates involved that there was a substance
25 abuse problem going on?

Page 24

1 A No, I did not. I didn't have the opportunity to
2 state it.
3 MR. FOSTER: Hold on a minute.
4 Q If I understand you correctly, your intent, as you
5 stated today, is to evict everyone from the
6 property, except Samantha, is that correct?
7 MS. MCNERNEY: Objection to the form.
8 Q Do you intend to evict Samantha from the property?
9 A I do not.
10 Q In what fashion do you believe Samantha being there
11 alone is going to help her alleged substance abuse
12 problem?
13 A She won't be surrounded with it, for one thing.
14 Q So she won't be surrounded once you kick the other
15 people out?
16 A I'm not --
17 MS. MCNERNEY: Objection to form.
18 MR. FOSTER: I consider it proper form,
19 but we'll go from there.
20 Q Ma'am, would you acknowledge that in taking care of
21 this trust, you have a duty of good faith towards
22 Samantha?
23 A Repeat that.
24 Q Would you acknowledge that in acting as a trustee,
25 you have the duty to act in good faith towards

Page 25

1 Samantha?
2 A Yes, sir, and I have. I have bought her groceries,
3 personal items, beauty shops. I have spent money
4 on her from day one.
5 Q Is she one of the people who has been openly
6 verbally hostile to you --
7 A No, sir.
8 Q -- routinely made profane gestures to you, and
9 routinely made threatening gestures toward you, if
10 I have the name correct? Has she done that ma'am?
11 A She has never done it.
12 Q Okay, in spite of the language of the reply.
13 MR. FOSTER: If I may take a minute.
14 MS. MCNERNEY: Martin, can we just take a
15 five minute break?
16 MR. FOSTER: That would be better.
17 (OFF THE RECORD)
18 Q Ms. Crouch, I neglected to ask you. If you look
19 again at the reply that's in front of you, I
20 believe.
21 MS. MCNERNEY: Do you have the reply in
22 front of you?
23 MS. CROUCH: Yes.
24 Q Paragraph 75 of that says, "Plaintiff has
25 consistently maintained the real property

Page 26

1 throughout the duration of defendants' occupancy."
2 That is what it says?
3 A That's correct.
4 Q Ma'am you said, I believe yourself, that the taxes
5 were paid, to my understanding, if I say it wrong,
6 you tell me. The taxes on the land were paid by my
7 people, I will call them, until about two years
8 ago?
9 MS. MCNERNEY: Objection to form.
10 MR. FOSTER: I beg your pardon?
11 MS. MCNERNEY: Objection to form.
12 MR. FOSTER: Okay, well, I'll go back and
13 clarify it.
14 Q Ma'am, who paid the taxes on land until two years
15 ago?
16 A Lino Delpozo.
17 Q Okay. Since then, who has paid the taxes on the
18 land?
19 A I have paid the taxes twice.
20 Q For two years?
21 A I just got through paying taxes this prior year,
22 yes.
23 Q Yes, ma'am. Why did you decide to start paying
24 taxes on the land?
25 A The first time I paid them, I just went ahead and

Page 27

1 paid them. That was my right, if I wanted to do
2 it. And the second time that I paid them, they
3 were late. They were overcharged, they were 500-
4 and-something dollars this past year and nobody
5 offered to pay them. I went to York and got that
6 straighten out on my own and paid the taxes at that
7 time.
8 Q Did you ask any of my clients, ma'am, if they were
9 going to pay the taxes this year?
10 A I am not allowed to step foot on the property.
11 Q On what basis are you not allowed to step foot on
12 the property?
13 A That was referred from Angela, that I am not
14 allowed to be over there, period. And I do not
15 talk to them -- I do not talk to them on the phone.
16 And they knew that the taxes was due this past
17 year, but since they was $500.00, over
18 $500.00, there was no response to it. So when I
19 went over there to clarify it, I paid the taxes.
20 Q Did you write anybody any letters or notes, ma'am,
21 asking them to take care of the taxes?
22 A No, sir. I've never done it before and I didn't
23 see a reason to do it this time.
24 Q Besides the taxes in the last two years, ma'am,
25 what have you done to maintain the real property?

Page 28

1 A I have done nothing to maintain the real property.
2 Lino has always done it.
3 Q Okay.
4 MR. FOSTER: I neglected to suggest we put
5 the Notice of taking deposition in as an
6 exhibit. Ms. McNerney, do you have any
7 objection to that?
8 MS. MCNERNEY: I don't see the point, but
9 I have no objection to it.
10 Defendant's Deposition Exhibit #3, was
11 marked for identification and made a part of
12 this deposition.
13 MR. FOSTER: I don't believe I have any
14 other questions.
15 MS. MCNERNEY: Okay. Then let's take
16 about five minutes, five minute break, and I'll
17 let you know if I have any.
18 (OFF THE RECORD)
19 MS. MCNERNEY: So you have no more
20 questions, Martin?
21 MR. FOSTER: No, ma'am. And I take it we
22 are agreed on, with the exhibits, thus far?
23 MS. MCNERNEY: It's just the Complaint and
24 the reply.
25 MR. FOSTER: Complaint with attachments --

Page 29

1 MS. MCNERNEY: Complaint with attachments.
2 MR. FOSTER: -- and the reply. And I
3 believe you had no objection about putting in
4 the actual Notice of taking Deposition.
5 MS. MCNERNEY: I just have one follow up
6 question.
7 EXAMINATION
8 BY MS. MCNERNEY:
9 Q Ms. Crouch, let's look back at Exhibit Two, which
10 is the reply. Paragraph 75. Mr. Foster asked you
11 about paragraph 75, which reads, "Plaintiff has
12 consistently maintained the real property
13 throughout the duration of defendants' occupancy."
14 When he asked you what you had done to maintain the
15 property, your response, I believe was that you
16 hadn't done anything.
17 A Correct.
18 Q Can you please clarify that response.
19 A Yes. There are stuff that I have done to the
20 property down there or have done to the property,
21 and that is flowerbeds, building flowerbeds, buying
22 plants to go in it. Around the house, I have cut
23 shrubbery. I've cut trimmings from the roses and
24 from the monkey grass all the way around. And also
25 cleaned it up and took it out to the burning pit on

Page 30

1 several, several occasions.
2 Q So is it fair to say that you've helped generally
3 keep the landscape clean and in order?
4 A Yes, when we were on good terms. Yes, yes.
5 Q Okay.
6 MS. MCNERNEY: That's the only question I
7 have, Martin. I don't have any others.
8 MR. FOSTER: I believe that resolves this.
9 Further deponent sayeth not.
10 (There being no further questions, the
11 deposition concluded at 11:38 a.m.)
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 31

CERTIFICATE OF REPORTER

I, DIANE GRUBOWSKI, COURT REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE, HEREBY CERTIFY THAT I REPORTED THE DEPOSITION OF MARY CROUCH, ON TUESDAY THE 7TH DAY OF FEBRUARY 2023, THAT THE WITNESS WAS FIRST DULY SWORN BY ME AND THAT THE FOREGOING 30 PAGES CONSTITUTE A TRUE AND CORRECT TRANSCRIPTION OF MY STENOMASK REPORT OF THE SAID DEPOSITION.

I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY INTERESTED IN SAID CAUSE.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS 14TH DAY OF FEBRUARY, 2023.

DIANE GRUBOWSKI, COURT REPORTER

MY COMMISSION EXPIRES DECEMBER 11, 2027.

1 PROCEEDING

2 THE COURT: This is Crouch versus Delpozo. Ms.

3 McNerney, your motion.

4 MS. MCNERNEY: Thank you, Your Honor. May it please

5 the Court.

6 THE COURT: Yes, ma'am.

7 MS. MCNERNEY: Your Honor, I don't know if you have

8 had the opportunity to familiarize yourself with the pleadings

9 in this case.

10 THE COURT: I have.

11 MS. MCNERNEY: You have?

12 THE COURT: I have.

13 MS. MCNERNEY: Okay. So I don't mean to be

14 unnecessarily redundant. I'll just give you a brief history

15 here.

16 THE COURT: Well, let me tell you my understanding and

17 you can correct any –

18 MS. MCNERNEY: Sure.

19 THE COURT: So your client and her husband were the

20 settlor of the trust, correct?

21 MS. MCNERNEY: Yes, sir.

22 THE COURT: Beneficiary of the trust is your client's

23 granddaughter?

24 MS. MCNERNEY: Yes, sir.

25 THE COURT: Okay. And right now there is a mobile

1 home on the property and in addition to the granddaughter, her
2 mother and ex-husband and boyfriend are all living there, and
3 what your client is seeking to do is to evict everyone but the
4 granddaughter.
5 MS. MCNERNEY: Not exactly.
6 THE COURT: Okay.
7 MS. MCNERNEY: Not necessarily – well, ultimately
8 evict, yes, but we filed an eviction proceeding before the
9 magistrate's court. The defendants responded claiming title to
10 the property which as you know removes jurisdiction from the
11 magistrate court and put it up here.
12 THE COURT: Right.
13 MS. MCNERNEY: So this is not an eviction proceeding.
14 THE COURT: Right.
15 MS. MCNERNEY: Per se. That may be the ultimate
16 result, but it's a quiet title claim, recovery of possession of
17 real property claim and unjust enrichment claim is really what
18 we're here on.
19 THE COURT: All right.
20 MS. MCNERNEY: And declaratory judgment asking for you
21 to declare my client's authority to control the property as
22 trustee.
23 THE COURT: (Indiscernible).
24 MS. MCNERNEY: All right. Thank you, Your Honor. So
25 you're correct. In 1999, my client and her husband who is now

1 deceased, Buck Crouch created the trust for the benefit of their
2 granddaughter who is (indiscernible) Samantha Delpozo who at the
3 time was only a baby.
4 The only asset owned by the trust is a piece of real
5 property that is vacant except for the fact that Angela Delpozo,
6 who is my client's daughter, and the mother of Samantha, has
7 placed her mobile home on that property. It's not affixed to
8 the property.
9 So essentially it's vacant land with a mobile home
10 sitting on it. My client as trustee has the full authority and
11 control over that trust asset per the terms of the trust has the
12 right to lease it, convey it, sell it, use it in whatever way
13 according to her discretion benefits Samantha Delpozo.
14 That may be to provide a place for Samantha to live or
15 alternatively it could be to rent it out, generate income for
16 Samantha's benefit, to Samantha's family or to other third
17 parties. Alternatively the trustee has the discretion to sell
18 the property completely and generate that income to invest for
19 Samantha's benefit.
20 So, you know, it's a situation where we have several
21 third parties using trust property to the detriment of Samantha
22 Delpozo. They are not paying rent. If anything, the presence
23 of the mobile home there in all likelihood decreases the value
24 of the real property, and so my client has attempted to control
25 that trust asset for the benefit of the trust beneficiary and

1 she can't do it because the occupants of the property refuse to
2 vacate the property.
3 We filed the appropriate pleading for the magistrate
4 court. Of course they are claiming title and it brought it up
5 here. So that's where we are, Your Honor.
6 THE COURT: Let me make sure I'm understanding. But
7 your client isn't claiming title to the mobile home?
8 MS. MCNERNEY: No, sir.
9 THE COURT: She just owns the land.
10 MS. MCNERNEY: Yes, sir.
11 THE COURT: So she doesn't care what happens to the
12 mobile home.
13 MS. MCNERNEY: No, sir.
14 THE COURT: She just wants it off her property.
15 MS. MCNERNEY: Absolutely.
16 THE COURT: Okay.
17 MS. MCNERNEY: Yes, sir.
18 THE COURT: Actually, let me hear from Mr. Foster. So
19 Mr. Foster, my understanding is Ms. McNerney's client owns the
20 land as a trustee for the benefit of Samantha. What right do
21 your clients have to have the mobile home on the property, if
22 the plaintiff wants it off.
23 MR. FOSTER: (Indiscernible) this mobile home and it's
24 predecessor have been there since 1999. Since it was financed
25 by the plaintiff's husband with her knowledge, but there is

1 estoppel as to that matter.

2 THE COURT: I don't understand. What kind of

3 estoppel?

4 MR. FOSTER: They've tolerated the mobile home there

5 for 20 years and more. They financed through her husband the

6 purchase of the mobile home. My client pays the taxes on the

7 mobile home and until last year paid the taxes on the land. I

8 can go further, but I don't want to get into Your Honor's way.

9 You're asking a question and I'm trying to respond to it.

10 THE COURT: Okay. I'm confused. I mean the mobile

11 home is removable, right? There is no connection.

12 MR. FOSTER: It's a permanent part of the property.

13 It's affixed.

14 THE COURT: Under South Carolina law is not attached.

15 MR. FOSTER: It is attached separately but as a

16 practical matter it is –

17 THE COURT: Okay. So I don't see any legal basis

18 letting them live there for 20 years stops them from evicting.

19 I mean what's the legal argument there.

20 MR. FOSTER: Your Honor, if being there for 20 years,

21 with their agreement, does not amount to estoppel, I at least

22 have to say to the Court I do not understand the meaning of

23 estoppel.

24 THE COURT: Well, estoppel means you can't say one

25 thing and do something else.

1 MR. FOSTER: If they had –

2 THE COURT: Mr. Foster, let him speak. Okay? I mean

3 it doesn't sound like there's any – I mean you could certainly

4 rent someone property for 20 years and say I'm done, I'm

5 terminating the lease, right?

6 MR. FOSTER: There never was a lease. There was the

7 fact that it was there. If I'm incorrect, I need to use the

8 term waiver. The essential elements are the same. My people

9 have been there for over 20 years. There's been no claim

10 otherwise.

11 THE COURT: Mr. Foster, I don't think you can waive

12 the right – waive ownership of real property.

13 MR. FOSTER: We're not talking ownership, Your Honor.

14 We're talking about the right to possession or the right to have

15 the home there. I would further add, the main point, which I'm

16 trying to get to. If I'm interrupting the Court, I apologize.

17 THE COURT: No, I want to make the correct

18 (indiscernible). I want to get to the bottom of it, so let's –

19 MR. FOSTER: What we have here is – regardless of how

20 it's phrased, a family argument. Now, I need to correct

21 something with respect to opposing counsel, who is certainly

22 very competent. She's coming here and saying to the Court we

23 have the right, we have the right, we have right.

24 Well, she also has the duty as a trustee. We filed a

25 memo briefly. Her duty as a trustee is to act in good faith.

1 Samantha is a inhabitant of this mobile home and has been for
2 her entire life, short of a few months. As you rightly say, the
3 people there with her are her parents and her boyfriend.
4 It is up to them to say why it is in good faith of the
5 trust to say the land may be your intent but we are going to put
6 you out. And let me correct something. While in the motion
7 today, opposing counsel was saying we're not trying to put
8 Samantha out.
9 That is in fact the prayer for relief which she asked
10 for in her complaint. She wants all of them out. Indeed she
11 would have to because we take the position if Samantha, who is
12 now an adult, 22 years old, says it's for my benefit, I intend
13 to live there, I do live there, I have no problem with my
14 parents and my boyfriend living there with me, then what is the
15 problem. I do not see how it is possible to claim in this
16 situation there is any claim of good faith. What we have here
17 –
18 THE COURT: But Mr. Foster, that's the whole point of
19 a trust. The trustee makes the decisions and not the
20 beneficiary. Your argument is the beneficiary wants the
21 trailers to stay there.
22 MR. FOSTER: Yes, sir.
23 THE COURT: But it's not her decision.
24 MR. FOSTER: I agree, sir, but the trustee has to act
25 in good faith and what I am trying to say, however badly, is I

1 see no basis here for a claim of good faith to say I'm going to
2 put my granddaughter and her family and the home they live on
3 off the property.
4 I see no basis for that in a trustee's responsibility.
5 I see no good-faith reason for this action. On that basis we
6 believe we have the right to be in the mobile home, call it what
7 you will. I might add, though, I don't see this addressed in
8 the motion. We have made a claim for the fact that we have
9 improved the property. There is no appraisement that I am aware
10 of of the value of this mobile home.
11 THE COURT: Well, the improvements to the mobile home
12 don't make a bit of difference legally. It's not attached to
13 the property. I mean if they had improved the real estate,
14 that's an argument.
15 MR. FOSTER: That's right, and with respect to the
16 Court, I don't believe plaintiff can argue it both ways. We've
17 improved the property. Not merely the fact that the mobile home
18 is well kept up and – but the surrounding area has been kept up
19 by my people. The property has been improved.
20 THE COURT: In what way?
21 MR. FOSTER: Gardening, mowing the lawn, adjusting
22 other buildings. If this is the case, to get rid of us, some
23 value is going to have to be given back which would rely upon an
24 appraisement of the property with and without these
25 improvements. We don't have one here. What we have is the

1 statement that they say we own the land.

2 Well, if I may be allowed, praise Jesus to stay on the

3 land. I keep coming back to the same point. The trustee makes

4 the decisions. Amen. Trustee has to make decisions in good

5 faith. The prayer for relief in this case asks Samantha to be

6 put out. That's what it says. It hasn't been amended. It is

7 stated otherwise in the motion but that's the way it's stated in

8 the complaint.

9 THE COURT: Well, what if that's in her best interest.

10 I mean that's –

11 MR. FOSTER: Then that would be a matter of fact for

12 the jury to –

13 THE COURT: Well, that's going to be my question for

14 Ms. McNerney. I mean that's – I mean so – but just to be

15 clear, that claim can only be asserted by Samantha.

16 MR. FOSTER: Understood.

17 THE COURT: Okay. Not by anybody else.

18 MR. FOSTER: And it is asserted by Samantha in our

19 amended answer.

20 THE COURT: Okay. Before I move back to Ms. McNerney,

21 let me just say. So what you described to me is maintenance of

22 the property. I mean that's like any tenant would do. Are

23 there any actual improvements? I mean did they build a new barn

24 or something?

25 MR. FOSTER: I believe there is an additional building

1 there. There is gardening and the mobile home is well kept up.
2 It's not just –
3 THE COURT: But the mobile home, again, the mobile
4 home doesn't matter legally because we're talking about the
5 land.
6 MR. FOSTER: Yes, sir. I recite again, it's
7 gardening. I believe an extra building and there is
8 maintenance.
9 THE COURT: Okay. Ms. McNerney?
10 MS. MCNERNEY: Yes, sir.
11 THE COURT: I mean how can I make a decision today on
12 whether or not – whether your client has breached a fiduciary
13 duty or not to Samantha by evicting her?
14 MS. MCNERNEY: Because, Your Honor, there is a Supreme
15 Court of South Carolina decision page – which essentially
16 explains –
17 THE COURT: Hold on. Hold on. Okay. What's the
18 cite?
19 MS. MCNERNEY: It is 243 S.C. 312.
20 THE COURT: Okay. I'm there.
21 MS. MCNERNEY: And if you look at the – I'm sorry. I
22 don't mean to cut my microphone, second page, Your Honor, is a
23 paragraph beginning examination of appellant trustee's action.
24 THE COURT: Okay.
25 MS. MCNERNEY: Okay. Then if you go down it states if

1 the trustee exercises his discretionary power in good faith
2 without fraud or collusion the Court will not interfere or
3 control his decision. Respondent would in effect have the Court
4 substitute its discretion for that of the trustee.
5 This the Court cannot do and the mere fact that if the
6 discretion had been conferred upon the Court, the Court would
7 have exercised the power differently. It's not a sufficient
8 reason for interfering with the exercise of the power by the
9 trustee.
10 The burden is not upon the trustee to show good
11 reasons for its actions, but rather it's upon those who question
12 its actions to prove an abuse of discretion. Your Honor, again,
13 the burden would be on the defendant to prove that she is
14 abusing her discretion and there has been absolutely no
15 discovery to support that.
16 There is no documentary evidence to support it. And
17 they deposed my client. There is nothing in her deposition that
18 would support that. There is nothing in their discovery
19 responses that has been provided to the Court that supports
20 that. She as the trustee, by law and pursuant to the terms of
21 the trust document itself, has the complete discretion and
22 authority as to how to use this property to benefit the trust
23 beneficiary.
24 It is solely her discretion. Nobody else's, and so
25 they would have to come forward with some evidence that she is

1 somehow abusing that discretion and there's nothing to support
2 that, Your Honor. I mean you can look at the facts and see that
3 allowing third parties to use this property without the payment
4 of any rent isn't detrimental to the trust beneficiary.
5 If my client cannot use that property to generate
6 income, that is indeed detrimental to the trust beneficiary.
7 And it's within her discretion to decide what's in Samantha's
8 best interest. As Your Honor said, it's not Samantha's
9 decision. It's not Angela's decision or Lino's or anybody else
10 who remains on that property.
11 It is solely Marh Crouch's discretion and decision.
12 That is indeed what Your Honor said the purpose of the trust.
13 And Your Honor, the basis for their estoppel argument and waiver
14 arguments and breach of –
15 THE COURT: You can't waive title to real estate.
16 There is no way of – yeah.
17 MS. MCNERNEY: Okay.
18 THE COURT: So Mr. Foster, this is a motion for
19 summary judgment by the defendant. I mean by the plaintiff on
20 your counter claim for breach of fiduciary duty.
21 MR. FOSTER: Yes.
22 THE COURT: What evidence do you have before the
23 Court?
24 MR. FOSTER: We have, sir, a verified complaint in
25 which we've set forth the grounds which we believe shows a lack

1 of good faith in this decision, and more specifically and more
2 briefly filed our memo which I –
3 THE COURT: Ms. McNerney, is it verified? If it's
4 verified, that counts as an affidavit and then that's enough to
5 defeat summary judgment.
6 MR. FOSTER: But the motion is verified – pardon me.
7 Let me be accurate. The amended answer is verified by both Ms.
8 -Angela –
9 THE COURT: Hold on. The amended answer. Okay, when
10 was it filed since I'm trying to pull it up on the court –
11 MR. FOSTER: Yes, sir.
12 THE COURT: Okay. So amended answer and counterclaim.
13 MR. FOSTER: Yes, sir.
14 MR. FOSTER: I hope interrupting the Court I will say
15 I believe the allegations therein meet the standards to show a
16 lack of good faith.
17 THE COURT: They're verified. I mean it's a verified
18 counterclaim which means the pleadings basically count as
19 affidavits.
20 MS. MCNERNEY: I understand that, Your Honor.
21 THE COURT: Yeah, I don't think I can give you summary
22 judgment in that. I mean I'll be honest. I think there's a
23 good chance you're going to prevail, but I – I mean Samantha
24 has verified the complaint and that includes claims of breach of
25 fiduciary duty. I mean that – I mean I'll give you a chance.

1 How can I grant summary judgment?

2 MS. MCNERNEY: Well, Your Honor, she doesn't owe any

3 duty to any of the defendants except for Samantha.

4 THE COURT: Well, I know, but Samantha is one of the

5 people that has verified it, right?

6 MS. MCNERNEY: Sure. Yes. But they can't allege a

7 claim for breach of fiduciary duty against –

8 THE COURT: No one other than Samantha can.

9 MS. MCNERNEY: Right.

10 THE COURT: That's correct.

11 MS. MCNERNEY: The summary judgment should be granted

12 as to every other defendant for that claim.

13 THE COURT: I agree.

14 MS. MCNERNEY: Yeah.

15 THE COURT: Okay.

16 MS. MCNERNEY: At a minimum. The basis for Samantha's

17 claim of breach of fiduciary duty, though, is essentially that

18 her grandmother has attempted to evict her. There is no

19 evidence to support that. And we have asked in discovery for

20 them to provide us with documentation and information to support

21 –

22 THE COURT: So Ms. McNerney, are you – the

23 granddaughter doesn't own the mobile home, right?

24 MS. MCNERNEY: That's correct. Yes.

25 THE COURT: So where would she live if the mobile home

1 is removed?

2 MS. MCNERNEY: I don't know, but I don't – I don't

3 know, but I don't think that that's relevant because the – my

4 client does not have an obligation to let her live in somebody

5 else's mobile home.

6 THE COURT: Right. But you say you're not trying to

7 evict her. The only residence on the property is someone else's

8 mobile home, right?

9 MS. MCNERNEY: That's correct.

10 THE COURT: So you are in fact trying to evict her.

11 MS. MCNERNEY: We are trying to remove – I understand

12 that's the ultimate practical result.

13 THE COURT: Right.

14 MS. MCNERNEY: Yes, Your Honor, but what my client is

15 trying to do is gain possession of that property so that she can

16 then use it for Samantha's benefit.

17 THE COURT: Ma'am, I understand, but I think that's a

18 fact question and it's inappropriate for summary judgment. I

19 mean that's based on – based on the verified counterclaim.

20 MS. MCNERNEY: Okay.

21 THE COURT: I mean but I agree with you that the other

22 – Mr. Foster, I think you have to dismiss that the breach of

23 the fiduciary duty claims to all of the other defendants because

24 they're not owed any fiduciary duty, correct?

25 MR. FOSTER: They don't own anything except Ms. Angela

1 owns the mobile home. However, they are on the property with
2 the agreement and with the permission of Samantha.
3 THE COURT: Right. But they are not beneficiaries of
4 the trust.
5 MR. FOSTER: No.
6 THE COURT: So there's no fiduciary duty to the other
7 – okay. So let me look. Okay.
8 MS. MCNERNEY: Your Honor, my client has advised me,
9 and I didn't know this prior, but there is a (indiscernible)
10 building. Is it a building.
11 MR. CROUCH: A three room house.
12 MS. MCNERNEY: Okay. She's got a place for Samantha
13 to live, so Samantha would have a place to live. My client has
14 attempted to do nothing but look out for Samantha's best
15 interest.
16 MR. FOSTER: This is the first –
17 MS. MCNERNEY: Let me finish, please.
18 THE COURT: Yeah. Mr. Foster, please don't interrupt.
19 MS. MCNERNEY: There is a place for Samantha to live
20 on my client's property. So she would not be homeless and my
21 client intends to either rent the vacant land out or sell it to
22 obtain income to potentially pay for Samantha's schooling, or if
23 she doesn't go to school for some other purpose for her welfare,
24 but she would not be homeless.
25 MR. FOSTER: I question whether an oral statement from

1 counsel is something this Court can consider in making its
2 decision.
3 THE COURT: Well, I'm not. I mean it's a fact
4 question. I've already – I've already ruled on that so I'm not
5 – what I'm going to do, I'm going to grant summary judgment on
6 the breach of fiduciary duty claims to all defendants except
7 Samantha.
8 The partition of real estate counterclaim, Mr. Foster,
9 I mean what – none of your clients have any ownership interest
10 in the real estate, do they?
11 MR. FOSTER: Angela owns the mobile home. She has
12 lived there as I've said with her parents' permission.
13 THE COURT: But that's not real estate.
14 MR. FOSTER: No, sir, but it is an equitable interest.
15 THE COURT: Equitable interest. There is no law I'm
16 aware of who allows someone to put a mobile home on someone
17 else's property to claim an interest in the real estate. That's
18 what you're arguing, right?
19 MR. FOSTER: It is.
20 THE COURT: I've never – do you have any law to
21 support that argument?
22 MR. FOSTER: Well, sir, I will be happy to try to
23 provide it, but I believe governing the facts of this matter we
24 can prove that.
25 THE COURT: I mean what you're arguing is that putting

1 a mobile home on someone's land gives them an ownership interest
2 in the land.
3 MR. FOSTER: I didn't mean to interrupt the Court.
4 THE COURT: But that's what you're saying, right?
5 MR. FOSTER: The surrounding facts, yes, sir, with the
6 fact this was done and the trust was set up when my client moved
7 on the property with her parent's permission, with her parent's
8 financing and has lived there for more than 20 years. Yes, sir,
9 I believe there is an equitable right, and I will be happy to
10 supply some decisions, if I can.
11 THE COURT: You certainly can file a motion to
12 reconsider if I'm wrong, but my reasoning is the mobile home is
13 a vehicle under South Carolina law.
14 MR. FOSTER: Right.
15 THE COURT: It's not real property and you can't – I
16 mean there is no – there's no legal interest created by moving
17 a mobile home onto someone's property anymore than there is in
18 parking a pickup truck on it.
19 MR. FOSTER: I agree and I'm not trying to argue with
20 the Court. Just state a position. Were that all that we were
21 dealing with, I would have nothing to say.
22 THE COURT: Okay. What I'm going to do is I'm going
23 to grant the motion for summary judgment on the breach of
24 fiduciary duty for all counterclaimants except Samantha. And
25 it's Samantha Delpozo, correct? Okay. And I'm also granting

1 summary judgment on the partition action.

2 The rest of it I think has to go to trial. I mean the

3 counterclaims are verified. I mean unjust enrichment, I think

4 that's got to go to trial and the breach of fiduciary duty claim

5 by Samantha, I think that's got to go to trial.

6 MS. MCNERNEY: And you are saying the quiet title

7 declaratory judgment recovery of possession of real property all

8 has to go to trial notwithstanding –

9 THE COURT: Well, hold on. Okay. So now we're on

10 your claim?

11 MS. MCNERNEY: Right. Yes, sir, Your Honor.

12 THE COURT: Okay. So quiet title and talk me through

13 –

14 MS. MCNERNEY: Yes, Your Honor.

15 THE COURT: Yeah, but what are the other claims?

16 Quiet title, you know, and –

17 MS. MCNERNEY: And, well, declaratory judgment which

18 is essentially the same thing, asking for the same result and

19 then recovery of possession of real property.

20 THE COURT: Recovery of possession of real property.

21 Okay. I think I'm going to grant summary judgment on the quiet

22 title action. Possession is a different issue because, again,

23 there is a claim of breach of fiduciary duty, but there is –

24 Mr. Foster, I want to make sure to give you another chance here

25 before I grant the summary judgment. What claim is there that

1 anyone other than Ms. McNerney's client, Ms. Crouch, owns the
2 title to this property.
3 MR. FOSTER: I mean – oh, the trust is –
4 THE COURT: The trust, right, yeah.
5 MR. FOSTER: – the title is in the trust.
6 THE COURT: Okay.
7 MR. FOSTER: The question becomes what flows from that
8 trust where duties flow from that trust.
9 THE COURT: Right. Okay. Okay. So I am – so the
10 ruling of the Court is I'm granting summary judgment on the
11 breach of fiduciary claim by all counterclaimants except
12 Samantha. I'm granting summary judgment on the partition action
13 and I'm granting summary judgment in favor of the plaintiff on
14 the quiet title action, but the remainder of it I think has got
15 to go to trial.
16 MS. MCNERNEY: Okay. Your Honor, may I briefly make
17 one last argument?
18 THE COURT: Yes, ma'am.
19 MS. MCNERNEY: Your Honor, the reasons supporting
20 Samantha's breach of fiduciary duty claim, and the betterments
21 claim, and any of the affirmative defenses such as estoppel and
22 waiver, are essentially that she's been allowed to live there
23 for some time which doesn't convey any right.
24 Her mother, not her, but her mother had made
25 improvements to the mobile home which again does not convey any

1 rights to the real estate.

2 THE COURT: That's correct.

3 MS. MCNERNEY: And that her grandmother's actions in

4 attempting to evict her amount to harassment. I believe that if

5 those are the factual allegations, those factual allegations do

6 not meet the burden, and I believe by operation of law, if those

7 are her factual arguments, she cannot meet her burden, and I

8 believe by operation of law those arguments fail.

9 So I believe it is a legal question. Again, the

10 improvements, which we argue they are not improvements anyway,

11 that they're only modifications, they only relate to the

12 personal property and not the real estate. The fact that

13 they've lived there for a substantial amount of time because of

14 Mary Crouch's generosity does not convey any rights to the real

15 property, and Mary Crouch's attempts to remove the other three

16 parties from the property do not amount to a breach of fiduciary

17 duty and do not amount to harassment.

18 So I'm asking the Court to look at the facts – yes,

19 they are factual allegations, but if you look at the substance

20 of them, there is no substance. I mean they are meritless and

21 baseless and so it's our position that as a matter of law hey

22 hold any –

23 THE COURT: Okay. I'm going to grant a motion of

24 summary judgment on the betterments counterclaim as well. But

25 Ms. McNerney, the question of whether or not it's in fiduciary

1 duty satisfied by forcing – forcing Samantha to move to another
2 house is not a question I can answer based on the pleadings.
3 That's got to go to trial. I mean I understand your
4 client is frustrated, but I mean the beneficiary of the trust
5 has brought a lawsuit alleging these actions are not in her best
6 interests. That's going to have to go to trial. I don't see
7 how I can rule as a matter of law. I don't know anything about
8 the circumstances.
9 There may be reasons that she wants to stay in this
10 house and that would be in her best interests. I mean in the
11 future (indiscernible) a higher standard under the law and
12 there's no way I can rule based on the record before me as to
13 whether or not it's in – I mean it meets the fiduciary duty to
14 move Samantha from the trailer to the house if her mother has to
15 move out and can't live there. I don't know the answer to that.
16 I can't rule on that as a matter of law.
17 MS. MCNERNEY: May I have just a moment, Your Honor.
18 THE COURT: Yes, ma'am.
19 MS. MCNERNEY: Thank you. Okay. Thank you, Your
20 Honor, for your consideration.
21 THE COURT: Yes, ma'am.
22 MS. MCNERNEY: Do you want me to draft that order or -
23 -
24 THE COURT: Yes, if you don't mind. So let me say,
25 the ruling of the Court is I am dismissing the betterments

1 counterclaim, the partition counterclaim and the breach of
2 fiduciary duty counterclaim for all claimants except Samantha,
3 and I am granting summary judgment to the plaintiff on her quiet
4 title action.
5 The rest of the matter has got to go to trial. And
6 that would be great, Ms. McNerney, if you could draft an order.
7 MS. MCNERNEY: Thank you, Your Honor.
8 (Whereupon the proceedings were concluded)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RECEIVED
Nov 01 2023
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
In The Circuit Court

William A. McKinnon, Circuit Court Judge

Case No. 2022-CP-46-01846

MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust,

Respondent,

v.

ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,

of whom ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, and SAMANTHA D. DELPOZO are the

Appellants.

NOTICE OF APPEAL

ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, and SAMANTHA D. DELPOZO appeal the following orders:

1. Order filed August 29, 2023; and
2. Order denying Rule 59 relief, filed October 2, 2023.

Appellant received written notice of entry of the Orders listed above on the dates indicated.

November 1, 2023

/s/ John Martin Foster
Post Office Box 106
Rock Hill, S.C. 29731-6106
803 324-8100
jmfoster340@gmail.com
Attorney for Appellant

Other Counsel of Record:

Rebecca T. McNerney
Attorney for Respondent
200 S. Broome Street
Waxhaw, NC 28173
980 300-0144
rebecca@rebeccamcnerneylaw.com

RECEIVED
Nov 01 2023
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
In The Circuit Court

William A. McKinnon, Circuit Court Judge

Case No. 2022-CP-46-01846

MARY M. CROUCH, Trustee of the Samantha D. Delpozo Trust,

Respondent,

v.

ANGELA CROUCH DELPOZO, LINO HOMERO DEVELOP, ANDREW OLIVER, SAMANTHA D. DELPOZO and all other persons unknown claiming any right, title, estate, interest in or lien upon the real estate described in the complaint herein,

of whom ANGELA CROUCH DELPOZO, LINO HOMERO DELPOZO, ANDREW OLIVER, and SAMANTHA D. DELPOZO are the

Appellants.

CERTIFICATE OF SERVICE

The undersigned, counsel for Appellant in the civil appeal above, hereby certifies that, on the date written below, he served copies of the following pleadings or documents in the above-captioned and numbered civil action:

Notice of Appeal, with copies of the Orders appealed from; and this Certificate of Service,

by service to the opposing lawyer's primary e-mail address listed in the Attorney Information System (AIS), as authorized by Section (b)(2) of the Order of the Supreme Court dealing with Electronic Filing and Service issued May 6, 2022.

Rebecca T. McNerney
Attorney for Respondent
200 S. Broome Street
Waxhaw, NC 28173
rebecca@rebeccamcnerneylaw.com

/s/ John Martin Foster
Post Office Box 106
Rock Hill, S.C. 29731-6106
803 324-8100
jmfoster340@gmail.com
Attorney for Appellant