

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )  
 )  
 The Church of the Living God, )  
 International, Inc., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 Jennifer White, Prince of Life The )  
 Church of the Living God International, )  
 Inc., now known as In The Sanctuary )  
 Ministries, )  
 )  
 Defendants. )  
 )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
 THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2019-CP-23-06077

**RECEIVED**

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SC Court of Appeals

**FINAL ORDER**

This matter came before the Court on June 11, 2024, for a trial on all issues. Plaintiff was represented by Matthew H. Henrikson of Henrikson Law Firm, LLC and Matthew McCord and Daniel Crotchett of The McCord Law Firm, LLC. Defendants were represented by Paul A. “Andy” McKee, III.

**FACTS AND PROCEDURE**

Prior to 2002, members of Faith Tabernacle, Inc. were the owners of the subject building and property, located at 1821 West Blue Ridge Drive in Greenville, County (Property). In 2002 Faith Tabernacle, Inc. folded, and in accordance with their bylaws, its trustees began looking for a church organization to which to donate the building and grounds located at the subject property. The trustees of Faith Tabernacle, Inc. determined that Plaintiff (CLGI) met their requirements and gifted Plaintiff the subject property on or around September 11, 2002, by Deed recorded in Deed Book 2008 at Page 1941 in the Greenville County Register of Deeds Office to The Church of the Living God International, Inc. as sole

Grantee (Deed).

At this time, Defendant Jennifer Williams (Defendant Williams), was the pastor of Prince of Life The Church of the Living God International, Inc. (Defendant Prince of Life). Plaintiff was the parent organization of Defendant Prince of Life, and in 2002 when the Plaintiff was deeded the property Defendant Williams, as pastor, admitted that she was under the governance of the Plaintiff and part of the Plaintiff's church structure and subject to its By-Laws. Defendant Prince of Life, with Plaintiff's permission, began using the building as its home in 2002 as an affiliate church under The Church of the Living God International, Inc. A video taken at Plaintiff's Columbus, Ohio headquarters church showed Defendant Williams discussing the fact that the church building and grounds had been donated to Plaintiff. Defendant Williams further admitted that she understood that the Plaintiff's By-laws required that real property occupied by an affiliate church be in the name of the Plaintiff. Defendants occupied the property and did so fully within the structure and under the By-laws of the Plaintiff from 2002 until 2017-2018.

By 2017, it was apparent to the Plaintiff that Defendant Williams was no longer participating in the activities and fellowship of the Plaintiff's church structure and Defendant Williams even incorporated her own church, In The Sanctuary Ministries, on November 5, 2017, and began calling her church In The Sanctuary, which was not in any way affiliated with Plaintiff.

In 2018 a conversation was had between Defendant Williams and Bishop Jay Johnson, the Plaintiff's Bishop in the Regional District to which Prince of Life belongs within the church structure. In that conversation it became clear that based upon her view of plaintiff's leadership issues and concerns, Defendant Williams had completely separated from the

Plaintiff and that she had no intention of coming back and that she had no intention of vacating the Property. Defendant Willams was decertified by Plaintiff as a pastor with The Church of the Living God International. Defendants continue to occupy the Property but ceased having church services there in December 2022. Defendants currently rent the church building to another church for \$600.00 per month. None of this rent has gone to Plaintiff.

Plaintiff gave Defendants proper and timely notice to vacate the Property and when Defendants refused to vacate the Property, Plaintiff initiated an eviction action at the Magistrate's Court level. Defendants claimed an ownership interest in the Property in defense of the eviction action and the matter was then brought in Circuit Court. Plaintiff sued seeking Defendants' ejectment from the Property and Defendants counterclaimed seeking quiet title in her name.

### **FINDINGS**

The Court finds that the language in the Deed is unambiguous and that it effectively conveys fee simple interest in the Property to the Plaintiff.

As a general rule, when a deed is unambiguous on its face, the Court will look only to the four corners of the instrument, and the use of extrinsic evidence to contradict the plain language of the deed is improper. Extrinsic evidence is admissible to resolve ambiguities but not to create them where none exist. *Walters v. Summey Bldg. Systems, Inc.*, 429 S.E.2d 854, 311 S.C. 507 (S.C. App. 1994). The Defendants did not plead or attempt to show at trial that an ambiguity existed in the Deed.

"The construction of an unambiguous deed is a question of law, not fact. The terms of such a deed may not be varied or contradicted by evidence drawn from sources other than the

deed itself." Vause v. Mikell, 290 S.C. 65, 68, 348 S.E.2d 187, 189 (Ct.App.1986) (citation omitted); see Hammond v. Lindsay, 277 S.C. 182, 284 S.E.2d 581 (1981); Smith v. DuRant, 236 S.C. 80, 113 S.E.2d 349 (1960), Walters v. Summey Bldg. Systems, Inc., 429 S.E.2d 854, 311 S.C. 507 (S.C. App. 1994).

There was no evidence presented that Defendant Williams has now or has ever had any ownership interest in the Property, which was admittedly deeded to Plaintiff alone. Defendant Williams was present at the closing where the Deed was signed by Trustees of Faith Tabernacle, Inc., and delivered to her in her capacity as Pastor of Prince of Life The Church of the Living God International, Inc., and Defendant Williams admittedly never objected to the Deed bearing the Plaintiff as Grantee and admittedly never objected or suggested to anyone at any time about her claim of ownership until the eviction action was filed. While Ms. Williams testified she was unaware the property was not in her name in the 2002 deed and, had she known she would have objected, the evidence doesn't support her claim.

Defendants argued that Plaintiff was ineligible to take the Property because it did not have a 501(c)(3) status letter in its new name until November 17, 2002, some two months after the closing. Notwithstanding this, the Court finds that any lack of 501 (c) (3) status at the closing would not affect the validity of the Deed or of the Property transfer involved herein. Plaintiff changed its name and re-incorporated in December 2001 and applied for and received its approval letter within twelve months during which time the closing took place. Thus it appears that Plaintiff would have been deemed to have been a 501 (c) (3) status entity at the time of the closing. And, the parties have operated as such since the Deed was recorded in 2002.

The Court finds that the Faith Tabernacle, Inc. Deed to Plaintiff is valid and that Defendants presented no evidence supporting their theory that the Deed was invalid. Plaintiff is the Deed owner of the Property and Defendants have no legal or equitable ownership in the subject property and are occupying the property without any legal or equitable right to do so.

The Court finds that Plaintiff is the sole owner of the Property in fee simple and that Defendants must vacate the property within thirty (30) days of the date of this Order. Defendants are further ordered to refrain from damaging or destroying any part of the Property building or grounds and are further ordered to refrain from removing any fixtures from the building or grounds.

AND IT IS SO ORDERED.

*Judges' signature on next page*



Greenville Common Pleas

**Case Caption:** Church Of The Living God International Inc vs. Jennifer White ,  
defendant, et al  
**Case Number:** 2019CP2306077  
**Type:** Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)