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SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Bentley Price, Circuit Court Judge

Case No. 2017-CP-10-5426
App. Case. No. 2020-001132

Family Services, Inc., as Conservator for Muriel W. Clarkin.....Appellant,

v.

Bridget D. Inman, Muriel C Kennedy, and Patricia Clarkin Smith..... Respondents.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)
Family Services)
Plaintiff,)
vs.)
Bridget D Inman)
Defendant.)

IN THE COURT OF COMMON PLEAS
____JUDICIAL CIRCUIT
CASE NO.: 17 -CP- 10 - 5426

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
D Conor Kemp, Bar No. 100148	_____, Bar No_____
Address: PO Box 11225	Address:
Phone: _____ Fax _____	Phone: _____ Fax_____
E-mail: _____ Other:	E-mail: _____ Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion Compel
Estimated Time Needed: _____ Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☑ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

D. C. Kemp _____ June 19, 2018
Signature of Attorney for ☑ Plaintiff / ☐ Defendant Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $_____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☑ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE _____
☐ Other: _____	Date: _____, 20____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____, 20____

☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2017-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	**ORDER GRANTING PLAINTIFF'S MOTION TO COMPEL**
Plaintiff,	)	
vs.	)	
Bridget D. Inman	)	
Defendant.	)	

FILED
2018 JUN 19 PM 12:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY

This matter came before the Court on June 19, 2018, on Plaintiff, Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") Motion to Compel Discovery Responses from Defendant, Bridget D. Inman (hereinafter "Defendant"). Appearing at hearing were: David Conor Keys counsel for Plaintiff and Bruce A. Berlinsky counsel Defendant. Having reviewed the materials submitted to the Court and having heard oral arguments, I find, conclude and order as follows:

IT IS ORDERED that within fifteen (15) days from the date of this Order, Defendant shall provide Plaintiff the following:

AS TO REQUESTS FOR ADMISSIONS:

1) Defendant will provide supplemental responses to requests for admission numbers 1, 2, and 5.

AS TO INTERROGATORIES AND REQUESTS FOR PRODUCTION:

2) Defendant will provide supplemental responses to interrogatory numbers 8, 10, 12, 13, and 14, which shall include providing the following information:

a) With regard to interrogatory number 8, Defendant shall state the manner in in which she received money to the purchase the Subject Property as defined in the Complaint, including stating whether the money was received from Muriel Clarkin; the source from which the money was received including any bank account or credit line titled in the name of Muriel Clarkin; the amount of money received, the date the money was received; and the method by which said money was received be it check, wire transfer, or otherwise. Defendant shall further provide any documents in her possession or control which evidence the information contained Defendant's supplemental response to this request.

b) With regard to interrogatory number 10, Defendant shall identify every payment she made upon the HELOC as defined in the Complaint from 2008 to present. For each payment identified Defendant shall state the date she made the payment, the amount of the payment made, and method of payment be it a cash, check, wire transfer, etc. For any checks Defendant shall identify the bank account number and check number used. In the alternative if Defendant is not able to provide a complete supplemental response to interrogatory 10, then within thirty (30) days from the date of this order Defendant shall request from her bank(s) and provide Plaintiff with supplemental production in response to request for production number 6, including Defendant providing each complete monthly bank statement of Defendant, including all pages, save for redaction of non-relevant transactions evidencing a withdrawal from Defendant's bank account for each monthly payment which Defendant contends she made upon the HELOC as defined in the Complaint. Defendant shall further provide a copy of each check with Defendant contends she used to make a payment upon the HELOC as defined n the Complaint.

c) With regard to interrogatory number 11, Defendant shall identify every year she declared a mortgage interest deduction upon her taxes regarding the HELOC as defined in the

Complaint. For each year identified defendant shall state the amount of interest she paid upon the HELOC which she declared as a deduction. In the alternative if Defendant is not able to provide a complete supplemental response to interrogatory 11, then within thirty (30) days from the date of this order Defendant shall provide Plaintiff with supplemental production in response to request for production number 5, providing Plaintiff with a copy of Defendant's tax returns for each year from 2008 to present which she declared a deduction for any mortgage interest she paid upon the HELOC as defined in the Complaint.

d) With regard to interrogatory numbers 12, 13, and 14, Defendant shall state the amount of money she received from the sale of the Subject Property, as defined by the Complaint; Defendant shall state whether she received a check or wire transfer from the sale of the Subject Property containing the proceeds of sale and shall identify the check or wire transfer number; Defendant shall identify any bank account titled in her name in which the proceeds of sale from the Subject Property were deposited and if the said proceeds are still located in said bank account; Defendant shall identify any real or personal property of which Defendant has purchased with the proceeds of sale of the Subject Property; Defendant shall state any significant purchases or payments Defendant has made using the proceeds of sale of the Subject Property; and Defendant shall state the amount of cash still in her possession and control which originally constituted the proceeds of sale of the Subject Property.

AND IT IS SO ORDERED

June 19, 2018
Charleston, SC

The Honorable Jennifer B. McCoy

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: ~~2016~~-CP-10- 5426
	)	2017
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**CONSENT SCHEDULING ORDER**
Plaintiff,	)	
vs.	)	
Bridget D. Inman	)	
Defendant.	)	

FILED
2019 AUG 19 AM 9:39
JULIE J. ARMSTRONG
CLERK OF COURT

Pursuant to the South Carolina Rules of Civil Procedure and the Local Civil Rules of this Court, the following schedule is established for this case.

1. All dispositive motions, except those related to the admission of evidence at trial, shall be filed no later than September 30, 2019.

2 Mediation shall be completed no later than October 7, 2019.

3. This case is subject to being called for jury selection and/or trial beginning November 1, 2019.

IT IS SO ORDERED

Chief Administrative Judge
for Charleston County

WE CONSENT:

The Law Office of
David Conor Keys, LLC

D Conor Keys
PO Box 14225
Charleston, SC 29412
P. 843-906-3998
Conor@dconorkeyslaw.com
Attorney for Plaintiff

Bruce A. Berlinsky, P.A.

Bruce A. Berlinsky
PO Box 206
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P. 843-852-2202
Bruce@berlinskylawfirm.com
Attorney for Defendant

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	2017
	)	CASE NO.: ~~2016~~-CP-10-5426
	)	
Family Services, Inc., as Conservator for Muriel W. Clarkin	)	**MOTION AND ORDER INFORMATION**
Plaintiff,	)	**FORM AND COVERSHEET**
vs.	)	
	)	
Bridget D. Inman	)	
Defendant.	)	

Plaintiff's Attorney: D Conor Keys, Bar No. 100148 Address: PO Box 14225 Phone: 843-906-3998Fax _____ E-mail: Conor@dconorkeyslaw.comOther: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____Other: _____

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: _____ Court Reporter Needed: ☐ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ 8/13/19
Signature of Attorney for ☒ Plaintiff /☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $_____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE _____
☐ Other:	Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
) CASE NO. 2017-CP-10-5426
COUNTY OF CHARLESTON)

FAMILY SERVICES, INC., Conservator for Muriel W. Clarkin, Plaintiff,)
vs.)
BRIDGET D. INMAN, Defendant.)

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
D. Conor Keys, Bar No. _____	Michael P. O'Connell, Bar No 4260
Address: Post Office Box 14225 Charleston, SC 29422	Address: Post Office Box 828 Mt. Pleasant, SC 29465
Phone (843) 906-3998 Fax E-mail:conor@dconorkeyslaw.com ☐ Other: _____	Phone: (843) 577-9890 Fax (843) 577-9826 E-mail: moconnell@stirlingoconnell.com

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____ ☐ ☐
Estimated Time Needed: _____ Court Reporter Needed: **YES/ NO**

☐ ☒

SECTION II: Motion/Order

Written Order Attached

I hereby move for relief or action by the court as set forth in the attached proposed order.

Michael P. O'Connell 10-2, 2019
Signature of Attorney for ☐ Plaintiff ☒ Defendant Date submitted

☐

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00

EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE _____
☐ Other: _____	Date: _____, 20____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____, 20____

☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CASE NO. 2017-CP-10-5426

FAMILY SERVICES, INC., Conservator For Muriel W. Clarkin,

Plaintiff,

-versus-

BRIDGET D. INMAN,

Defendant.

CONSENT ORDER

FILED
2019 OCT 14 PM 4:08
JULIE J. ARENDT
CLERK OF COURT

This matter is before the Court upon the Motion of the Defendant who asks this Court to enter an Order which relieves Bruce Berlinsky, Esquire from further representation of the Defendant and substitute Michael P. O'Connell, Esquire as her attorney. Both Mr. O'Connell, Mr. Berlinsky and the Defendant have signed this Consent Order. It is hereby

ORDERED that Bruce Berlinsky, Esquire is relieved from further representation of the Defendant in this matter; and it is further

ORDERED that Michael P. O'Connell, Esquire is now representing the Defendant in this matter and has by this Order made an appearance in this Court on her behalf.

AND IT IS SO ORDERED.

JUDGE, THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Charleston, SC
Dated: Oct 10, 2018

I CONSENT:

BRUCE BERLINSKY

I CONSENT:

MICHAEL P. O'CONNELL

I CONSENT:

BRIDGET D. INMAN, Defendant

STIRLING & O'CONNELL LAW OFFICE

Post Office Box 828
Mt. Pleasant, SC 29465
www.stirlingoconnell.com

Telephone: (843) 577-9890
Fax: (843) 577-9826

Michael P. O'Connell, Attorney
(moconnell@stirlingoconnell.com)

Donna Russell Dodds, Legal Assistant
ddodds@stirlingoconnell.com

Courtney D. Kinowski, Legal Assistant
ckinowski@stirlingoconnell.com

September 13, 2019

Clerk of Court
Charleston County Court of Common Pleas
100 Broad Street
Charleston, SC 29401

Re: Family Services, Inc., Conservator for Muriel W. Clarkin v.
Bridget D. Inman
Case No. 2017-DR-10-5426

Dear Clerk:

Enclosed please find an original and three (3) copies of a Consent Order substituting counsel for the Defendant for filing in the above matter. Please submit the original Consent Order to the Judge for signature and return three (3) certified copies to us. We also enclose a self-addressed, stamped envelope for your convenience.

With warm regards,

Sincerely,

Donna Russell Dodds
Legal Assistant

/dd
Enclosures
Cc w/enc.: D. Conor Keys, Esq.
Bridget Inman

ELECTRONICALLY FILED - 2019 Nov 14 10:34 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10- 5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**CONSENT ORDER GRANTING PLAINTIFF'S MOTION TO AMEND IT'S COMPLAINT TO ADD A THIRD PARTY**
Plaintiff,	)	
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	
	)	

This matter came before the Court on November 13, 2019, on Plaintiff, Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") Motion to Amend its Complaint to join a necessary party which was originally filed on April 12, 2019. Plaintiff seeks to add as a defendant in this matter the Defendant, Bridget D. Inman's mother Muriel C. Kennedy (hereinafter "Kennedy") because after discovery in this matter it has come to Plaintiff's attention that at or around the time of the filing of the summons and complaint in this matter a majority of the funds in dispute in this matter were transferred from the Defendant to Kennedy. The parties now inform me that Defendant consents to Plaintiff's Motion. Therefore, since all parties consent to this motion being granted.

IT IS ORDERED that within fifteen (15) days from the date of filing of this Order, Plaintiff shall file an amended summons and complaint naming Muriel C. Kennedy as an additional defendant in this matter.

AND IT IS SO ORDERED

s/ The Honorable Jennifer B. McCoy

I CONSENT:

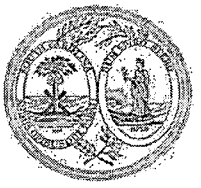
s/ D. Conor Keys
The Law Office of
David Conor Keys, LLC
PO Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

I CONSENT:

s/ Michael P. O'Connell
Stirling & O'Connell Law Office
PO Box 828
Mt. Pleasant, SC 29465
Phone: 843-577-9826
moconnell@stirlingoconnell.com
Attorney for Defendant

ELECTRONICALLY FILED - 2019 Nov 14 10:34 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

ELECTRONICALLY FILED - 2019 Nov 14 10:34 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426



Charleston Common Pleas

Case Caption: Family Services Inc , plaintiff, et al VS Bridget D Inman

Case Number: 2017CP1005426

Type: Order/Consent Order

So Ordered

s/Jennifer B. McCoy #2764

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP1005426

Family Services Inc et al
PLAINTIFF(S)

Bridget D Inman 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:

Plaintiff's Motion for Summary Judgment was filed on June 27, 2019 and was heard by this Court on November 14, 2019. Summary Judgment is properly granted when viewing the evidence and inferences to be drawn therefrom in a light most favorable to the nonmoving party, when there are no genuine issues of material fact, and when the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP. "[T]he nonmoving party ... is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." Huffman v. Sunshine Recycling, LLC, 426 S.C. 262, 270-71, 826 S.E.2d 609, 614 (2019). Upon careful consideration of both the arguments and submissions from counsel, this court respectfully Denies Plaintiff's Motion for Summary Judgment at this time.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/19/2019 .

Muriel C Kennedy

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2019 Dec 20 4:58 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

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.

ELECTRONICALLY FILED - 2019 Dec 20 4:58 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

ELECTRONICALLY FILED - 2019 Dec 20 4:58 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

Charleston Common Pleas

Case Caption: Family Services Inc , plaintiff, et al VS Bridget D Inman

Case Number: 2017CP1005426

Type: Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP1005426

Family Services Inc et al
PLAINTIFF(S)

Bridget D Inman 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:

This matter was scheduled to come before the Court on December 17, 2019. Prior to the call of the Motion, the Court was advised by Karen M. DeJong, Esq. that she was ill and requested a continuance. All parties consented to the continuance. Accordingly, the matter is continued.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/28/2019 .

Case Party Info Protected for Bridget D Inman
Muriel C Kennedy
David Conor Keys for Family Services Inc,Family Services Inc as conservator,Muriel W Clarkin
Michael P. O'Connell for Bridget D Inman

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2019 Dec 30 4:57 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

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.

ELECTRONICALLY FILED - 2019 Dec 30 4:57 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

ELECTRONICALLY FILED - 2019 Dec 30 4:57 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

Charleston Common Pleas

Case Caption: Family Services Inc , plaintiff, et al VS Bridget D Inman

Case Number: 2017CP1005426

Type: Order/Electronic Form 4

IT IS SO ORDERED.

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

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP1005426

Family Services Inc et al
PLAINTIFF(S)

Bridget D Inman 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:

Plaintiff's Attorney David Conor Keys's Motion/Sanctions is Denied. Attorney Karen DeJong's Intervenor Motion/Intervene is Granted. Defendant Bridget D. Inman's Motion/Strike paragraphs 90 & 91 in accordance w/ rule 12 is Granted. Defendant Muriel C. Kennedy's Motion/Dismiss Defendant Muriel Kennedy is Granted. Defendant Bridget D. Inman's Motion/Compel Answers to 2 Interrogatories 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 07/07/2020 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

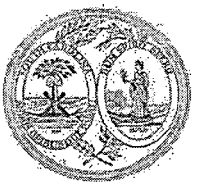
ELECTRONICALLY FILED - 2020 Jul 09 9:22 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

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.

ELECTRONICALLY FILED - 2020 Jul 09 9:22 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

ELECTRONICALLY FILED - 2020 Jul 09 9:22 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426



Charleston Common Pleas

Case Caption: Family Services Inc , plaintiff, et al VS Bridget D Inman

Case Number: 2017CP1005426

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP1005426

Family Services Inc et al
PLAINTIFF(S)

Bridget D Inman 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:

After the Motion to Reconsideration was filed: The original motion granting Karen Dejong's intervention is moot considering Patricia Smith's intervention. The Motion to Reconsider all other motions 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 07/29/2020 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2020 Jul 30 10:22 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

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.

ELECTRONICALLY FILED - 2020 Jul 30 10:22 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

ELECTRONICALLY FILED - 2020 Jul 30 10:22 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

Charleston Common Pleas

Case Caption: Family Services Inc , plaintiff, et al VS Bridget D Inman , defendant, et al

Case Number: 2017CP1005426

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2016-CP-10-5426 2017

Family Services, Inc.
Plaintiff,
vs.
Bridget D. Inman
Defendant.

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
D. Conor Keys The Law Office of David Conor Keys, LLC, Bar No. 100148 Address: PO Box 14225 Charleston, SC 29422 Phone: 843-906-3998 Fax ____ E-mail: conor@dconorkeyslaw.com Other: ____	____, Bar No. ____ Address: ____ Phone: ____ Fax ____ E-mail: ____ Other: ____

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Compel
Estimated Time Needed: 20 min. Court Reporter Needed: ☒ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

____ ____
Signature of Attorney for ☐ Plaintiff/☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court, or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: ____
☐ Other: ____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE ____
Date: ____

CLERK'S VERIFICATION

Collected by: ____ Date Filed: ____
☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., as Conservator For Muriel W. Clarkin, Plaintiff, vs. Bridget D. Inman Defendant.	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2016-CP-10-5426 2017 **MOTION TO COMPEL**

FILED
2018 MAR 20 AM 11:25
JULIE J. ARMSTRONG
CLERK OF COURT

TO: BRUCE A. BERLINSKY, ATTORNEY FOR DEFENDANT BRIDGET D. INMAN

PLEASE TAKE NOTICE that Plaintiff, Family Services Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff"), by and through its undersigned counsel, pursuant to Rules 26, 33, 34, 36, and 37 of the South Carolina Rules of Civil Procedure will move before the presiding Judge of the above captioned court on the 10th day after service, or at such other time and place as is convenient to the Court, for an order compelling the Defendant, Bridget D. Inman (hereinafter "Defendant"), to respond to Plaintiff's first set of interrogatories and requests for production of documents. Plaintiff would further request that the Court issue an order as to the sufficiency of Plaintiff's Responses to requests for admissions numbers 1, 2, and 5, ordering either that said requests be deemed admitted or that Defendant amend her responses to comply with the rules. The grounds are as follows:

1) On or about January 26, 2018, Plaintiff sent Defendant Plaintiff's first set of interrogatories, requests for production of documents, and requests for admissions. A copy of the discovery requests are attached hereto as exhibit "A" and incorporated herein by reference.

2) On or about February 20, 2018, Defendant sent Plaintiff Defendant's responses to Plaintiff's requests for admissions. A copy of the responses are attached hereto as Exhibit "B" and incorporated herein by reference.

3) On or about February 28, 2018, Plaintiff sent Defendant a letter requesting that Defendant respond to Plaintiff's first set of interrogatories and requests for production, and further requesting that Defendant amend her responses to requests for admission numbers 1, 2, and 5 to comply with Rule 36, SCRCP. A copy of the letter is attached hereto as Exhibit "C" and incorporated herein by reference.

4) At present Plaintiff has not received any response from Defendant as to Plaintiff's first set of interrogatories and requests for production and further has not received any amendment to Defendant's responses to request for admission in response to the correspondence dated February 28, 2018.

The undersigned hereby certifies and affirms in accordance with Rule 11 of the South Carolina Rules of Civil Procedure that he has attempt to resolve this matter prior to filing this motion but that no resolution was reached.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiffs

2017CP10 5426

CERTIFICATE OF SERVICE

I certify that on this 20th day of March, 2018, a copy Plaintiff's motion to compel discovery was placed in the United States Mail postage pre-paid, addressed as follows:

FILED
2018 MAR 20 AM 11:25
JULIE J. ARMSTRONG
CLERK OF COURT

Bruce A. Berlinsky
PO Box 206
Charleston, SC 29402
Attorney for Bridget D. Inman

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

EXHIBIT A

THE LAW OFFICE OF
DAVID CONOR KEYS LLC
PO BOX 14225 CHARLESTON, SC 29422
CONOR@DCONORKEYSLAW.COM
843-906-3998

January 26, 2018

Bruce A. Berlinskey
PO Box 206
Charleston, SC 29402

RE: Family Services, Inc., Conservator for Muriel W. Clarkin v. Patricia Clarkin Smith
Case No. 2017-CP-10-5426

Bruce:

Enclosed please find for service upon, Defendant, Bridget D. Inman, Plaintiff's First Set of Interrogatories, Requests for Production of Documents, and Requests for Admission.

With kind regards,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

Enclosures:
(as stated)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	
Plaintiff,	)	**FIRST SET OF INTERROGATORIES**
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	

TO: BRUCE A. BERLINSKY, ATTORNEY FOR DEFENDANT BRIDGET D. INMAN

Plaintiff Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") by and through their undersigned counsel and pursuant to Rule 33, of the South Carolina Rules of Civil Procedure requests that Defendant, Bridget D. Inman (hereinafter "Defendant") answer the following interrogatories separately and fully in writing within thirty (30) days of the date of service hereof.

In answering these interrogatories, furnish all information available to Defendant, including information in the possession of your attorney, their investigators, or any person acting on your behalf and not merely such information as is known to your own personal knowledge. If you cannot answer any part of these interrogatories in full after exercising due diligence to secure the information requested, state and much and answer the remainder of the interrogatory as fully as possible, stating whatever information or knowledge you have concerning the unanswered or partially unanswered portion of the interrogatory.

These interrogatories are to be considered to be continuing and you are requested to provide, by way of supplementary answers, such additional information as you or any person acting on your behalf may obtain that will augment or modify your initial answers. Please treat these interrogatories as requests for production of documents under Rule 34, South Carolina Rules of Civil Procedure, where specific requests for production are made.

As used herein, the following terms shall have the meanings indicated below:

"You"- and all of its forms such as "Your" means Bridget D. Inman;

"Subject Property" – means 316 Elrod Drive Goose Creek, SC 29445, bearing TMS # 235-14-04-004;

"HELOC" – means the note and mortgage executed by Muriel W. Clarkin on or about July 17, 2006 for $100,000 equity line as well as the modification executed by Muriel W. Clarkin on or about July 7, 2008 which increased the equity line limit to $150,000.

INTERROGATORIES

1. Give the names and addresses of persons known to the party or counsel to be a witness concerning the facts of this case and/or persons You intend to use as a witness at a trial in this matter and indicate whether or not written or recorded statements have been taken from the witness and indicate who has possession of such statements.

2. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of the party that relate to the claim or the defense in the case. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

3. List the names and addresses of any expert witness whom the party proposes to use as a witness at the trial of the case.

4. For each expert witness identified in Interrogatory No. 3, provide a brief summary of the opinion(s) you anticipate the expert will render in this case.

5. For each person known to the parties or counsel to be a witness concerning the facts of the 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 witness.

6. List all exhibits you propose to introduce into evidence at trial. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

7. If a defendant is improperly identified, give the property identification and state whether you will accept service on an amended summons and pleading reflecting the correct information.

8. Please state all information, knowledge, and documentation in Your possession or control about how You came to purchase the Subject Property, including: all costs paid for the purchase of the Subject Property; the purchase price; whether you executed a note and mortgage upon the Subject Property; how and from where you received the purchase money for the Subject Property; and the means by which the purchase money was transmitted to the seller of the subject property on the purchase date. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

9. Please state in Your own words the agreement you believe you have with Muriel W. Clarkin to repay the money your borrowed to purchase the Subject Property and whether said

agreement was ever memorialized. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

10. Please identify every payment you have made upon the HELOC from 2008 to present. For each payment please state the date the payment was made; the method of payment; the person or entity to whom the payment was made; and the amount of the payment. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

11. For the time period from 2008 to present please identify every tax year that You claimed a deduction upon your taxes for any interest payments You made upon the HELOC. For each year identified please state the amount of interest declared paid by You. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

12. Please state the date you sold the Subject Property; the amount you sold the Subject Property for the; all costs you paid pursuant to the sale of the Subject Property; and the amount of the sale proceeds You received from the sale of the Subject Property; and whether the sale proceeds were transmitted to a bank account owned by You. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

13. If the proceeds from Your sale of the Subject Property were transmitted to a bank, please state the date of the transmission; the amount of the transmission; the full account number of the bank account; the name of the owner(s) of the account; and the name of the bank where the account is located. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

14. Please state whether after the date of the sale of the Subject Property You have used the proceeds from sale of the Subject Property to purchase any real or personal property, and/or have used the proceeds from the sale of the Subject Property to payment off or down any obligation you owe. For each purchase or payment made by You please identify the date of the payment, the amount paid, and the purpose of the payment. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically

identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

15. For the time period from February of 2017 to present please identify every bank account, and/or investment account titled in your name. For each account identified please state the current balance of the account, the full account number, and the name of the bank or investment company where it is held. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

16. Please state whether you believe you currently owe Muriel W. Clarkin any money; the amount you claim you owe; the basis for the amount you claim you owe; and whether you are in possession of all or a portion of the amount you claim you owe. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

17. Have you withheld any information and/or documentation regarding or related to any of these Interrogatories or not produced any requested documents in response to the Requests for Production? If so, please identify the information or those documents withheld and describe the legal and/or factual basis for their non-production.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., as Conservator For Muriel W. Clarkin, Plaintiff, vs. Bridget D. Inman Defendant.	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2016-CP-10-5426 **FIRST SET OF REQUESTS FOR PRODUCTION**

TO: BRUCE A. BERLINSKY, ATTORNEY FOR DEFENDANT BRIDGET D. INMAN

Plaintiff Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") by and through their undersigned counsel and pursuant to Rule 34, of the South Carolina Rules of Civil Procedure requests that Defendant, Bridget D. Inman (hereinafter "Defendant") answer the following requests separately and fully in writing within thirty (30) days of the date of service hereof.

In answering these requests, furnish all information available to Defendant, including information in the possession of your attorney, their investigators, or any person acting on your behalf and not merely such information as is known to your own personal knowledge. If you cannot answer any part of these requests in full after exercising due diligence to secure the information requested, state and much and answer the remainder of the interrogatory as fully as possible, stating whatever information or knowledge you have concerning the unanswered or partially unanswered portion of the interrogatory.

These requests are to be considered to be continuing and you are requested to provide, by way of supplementary answers, such additional information as you or any person acting on your behalf may obtain that will augment or modify your initial answers.

As used herein, the following terms shall have the meanings indicated below:

"You"- and all of its forms such as "Your" means Bridget D. Inman;

"Subject Property" – means 316 Elrod Drive Goose Creek, SC 29445, bearing TMS # 235-14-04-004;

"HELOC" – means the note and mortgage executed by Muriel W. Clarkin on or about July 17, 2006 for $100,000 equity line as well as the modification executed by Muriel W. Clarkin on or about July 7, 2008 which increased the equity limit to $150,000.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Please produce any and all copies of any information, document or agreement in your possession or control which evidence an agreement where Muriel W. Clarkin agreed to loan You money to purchase the Subject Property. In responding to this request please identify by bates number the documents you are producing in response to this request. In responding to this request please identify by bates number the documents you are producing in response to this request.

2. For the time period from February of 2017 to present, Please produce every statement from every bank account and/or investment account titled in your name. In responding to this request please identify by bates number the documents you are producing in response to this request.

3. Please produce any document in your possession which related to any claim or defense in this matter. In responding to this request please identify by bates number the documents you are producing in response to this request.

4. Please produce all documents which you intend to introduce as an Exhibit at a trial in this matter. In responding to this request please identify by bates number the documents you are producing in response to this request.

5. Please produce a copy of your most recently filed taxes as well as a copy of your taxes for every year from 2008 to present in which You declared payments of interest upon the HELOC as a deduction upon said taxes. In responding to this request please identify by bates number the documents you are producing in response to this request.

6. Please produce a proof of all payments made by you upon the HELOC. In responding to this request please identify by bates number the documents you are producing in response to this request.

7. Please produce a copy of the documents contained in the real estate closing folder, including a HUD-1 statement for the real estate closing which resulted in the purchase of the Subject Property by You. In responding to this request please identify by bates number the documents you are producing in response to this request.

8. Please produce a copy of the a copy documents contained in the real estate closing folder, including a HUD-1 statement for the real estate closing which resulted in the sale of the Subject Property by You. In responding to this request please identify by bates number the documents you are producing in response to this request.

9. If you have withheld any documents requested in these requests under a claim of privilege, confidentiality, or otherwise, please produce a list of the documents withheld in conformity with Rule 26, SCRCP.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC



D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	
Plaintiff,	)	**FIRST SET OF REQUESTS FOR ADMISSIONS**
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	

TO: BRUCE A. BERLINSKY, ATTORNEY FOR DEFENDANT BRIDGET D. INMAN

The Plaintiff, Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff"), by and through its undersigned counsel, requires Defendant, Bridget D. Inman (hereinafter "Defendant") to respond to these Requests for Admissions hereinafter set forth within thirty (30) days after the service hereof, in accordance with Rule 36 of the South Carolina Rules of Civil Procedure.

As used herein, the following terms shall have the meanings indicated below:

"You"- and all of its forms such as "Your" means Bridget D. Inman;

"Subject Property" – means 316 Elrod Drive Goose Creek, SC 29445, bearing TMS # 235-14-04-004;

"HELOC" – means the note and mortgage executed by Muriel W. Clarkin on or about July 17, 2006 for $100,000 equity line as well as the modification executed by Muriel W. Clarkin on or about July 7, 2008 which increased the equity limit to $150,000.

REEQUESTS FOR ADMISSIONS

1. Admit that on or about July 7, 2008, You received a loan from Muriel W. Clarkin in an amount of at least $137,000, in order for You to purchase the Subject Property. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

2. Admit that from August 2008 through March of 2017, You made regular monthly payments upon the HELOC. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

3. Admit that as of March of 2014, You owed Muriel W. Clarkin more than $130,000. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

4. Admit that you sold the Subject Property on February 6, 2017 for a sales price of $100,000. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

5. Admit that you did not pay Muriel W. Clarkin any of the proceeds from the sale of the Subject Property. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

6. Admit that you still owe Muriel W. Clarkin for the money she loaned you to purchase the Subject Property. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

7. Admit that you still owe Muriel W. Clarkin more than $130,000. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that on this 16 day of January, 2018, a copy Plaintiffs First Set of Interrogatories, Requests For Production and Requests for Admissions was placed in the United States Mail postage pre-paid, addressed as follows:

Bruce A. Berlinsky
PO Box 206
Charleston, SC 29402
Attorney for Bridget D. Inman

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

EXHIBIT B

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., Conservator for Muriel W. Clarkin, Plaintiff(s) versus Bridget D. Inman, Defendant(s).	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-5426 **DEFENDANTS RESPONSES TO PLAINTIFFS REQUESTS FOR ADMISSION**

The Plaintiff, Sasser, LLC, responding to the Plaintiff's Request for Admission would allege and show as follows:

1. Deny. I received a gift from Muriel W. Clarkin.
2. Deny. I made monthly payments upon the heloc but I did so to help my grandmother with payments although I have no legal obligation to do so.
3. Deny. There was no note or written obligation and any monies Muriel W. Clarkin gave to me was a gift.
4. Admit.
5. Deny. I had no obligation to pay Muriel W. Clarkin any of the proceeds from the sale of the subject property.
6. Deny. There is no promissory note or other legal obligation to pay Muriel W. Clarkin any money and any money she gave to me was a gift.
7. Deny. There is no promissory note or legal obligation to pay Muriel W. Clarkin any money.

Bruce A. Berlinsky
P.O. Box 206 (29402)
One Carriage Lane, Bldg. F
Charleston, SC 29407
843/852-2202
ATTORNEY FOR DEFENDANT

Charleston, South Carolina
February 20, 2018

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., Conservator for Muriel W. Clarkin, Plaintiff(s), versus Bridget D. Inman, Defendant(s).	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-5426 **CERTIFICATE OF MAILING**

I, Jessica Reynolds, do hereby certify that I have this date mailed a true and correct copy of the foregoing **Defendant's Reponses to Plaintiffs First Set of Requests for Admissions**, postage prepaid, and deposited with the United States Postal Service as follows:

D. Conor Keys, Esquire
P.O. Box 14225
Charleston, SC 29422
Attorney for Plaintiff

Dated this 20th day of February, 2018.

Jessica Reynolds

EXHIBIT C

THE LAW OFFICE OF
DAVID CONOR KEYS LLC
PO BOX 14225 CHARLESTON, SC 29422
CONOR@DCONORKEYSLAW.COM
843-906-3998

February 28, 2018

Via Email
Bruce A. Berlinskey
PO Box 206
Charleston, SC 29402
Bruce@berlinskylawfirm.com

RE: Family Services, Inc., Conservator for Muriel W. Clarkin v. Bridget D. Inman
Case No. 2017-CP-10-5426

Bruce:

I am writing because I have not received, the Defendant, Bridget D. Inman's Responses to Plaintiff's First Set of Interrogatories and First Set of Requests for Production which were sent to you by letter dated January 26, 2018. If I do not receive responses within ten days of the date of this letter I will file a motion to compel.

Additionally, I am writing in regard to Defendant's Responses to Requests for Admissions. Plaintiff would assert that a number of Defendant's responses fail to comply with the Rules of Civil Procedure and are deficient or inappropriate either in whole or in part as will be more fully explained below. Please supplement Defendant's responses to the identified requests within 10 days of the date of this letter or Plaintiff will move to determine the sufficiency of the answers.

Defendants Responses to Requests for Admissions are inappropriate or deficient in regard to response numbers: 1, 2, and 5. Rule 36, SCRCP states: "The answer shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify his answer or deny only a part of the matter which the admission is requested, he shall specify so much of it as is true and qualify or deny the remainder.

1) In regard to Plaintiff's Response to Request for Admission number 1., Please admit or deny so much as whether on or about July 17, 2006, you received at least $137,000 from Muriel W. Clarkin in order for You to purchase the Subject Property, regardless of whether You would define the money received as a loan or a gift.

2) In regard to Plaintiff's Response to Request for Admission number 2., Please admit or deny so much as whether You regularly made monthly payments upon the HELOC for the time period from August 2008 through March of 2017, regardless of Your reasoning for making the payments.

5) In regard to Plaintiff's Response to Request for Admission number 5., Please admit or deny so much as whether You paid any money from the proceeds of the sale of the Subject

Property, to Muriel W. Clarkin, regardless of whether You contend You had an obligation to do so or not.

With kind regards,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc. Plaintiff, vs. Bridget Inman Defendant.	))))))))))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO.: 2017-CP-10-5426 **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**

Plaintiff's Attorney: D. Conor Keys The Law Office of David Conor Keys, LLC, Bar No. 100148 Address: PO Box 14225 Charleston, SC 29422 Phone: 843-906-3998Fax _____ E-mail: conor@dconorkeyslaw.comOther: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____Other: _____

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Amend
Estimated Time Needed: 20 min. Court Reporter Needed: ☒ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☑ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

D. Conor Keys — 4/12/19

Signature of Attorney for ☒ Plaintiff / ☐ Defendant — Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $_____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: ~~2016~~-CP-10- 5426
	)	2017
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**MOTION TO AMEND THE SUMMONS**
Plaintiff,	)	**AND COMPLAINT AND TO JOIN**
	)	**NECESSARY PARTY**
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	
	)	

FILED
2017 APR 12 PM 4:30
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO: THE ABOVE NAMED PARTIES:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff"), by and through her undersigned counsel, pursuant to Rule 15(a) and 19(a) of the South Carolina Rules of Civil Procedure, will move before the presiding judge at chambers, Charleston County Courthouse, Charleston, South Carolina, at such place and time as the Court may appoint for an order allowing Plaintiff to amend its Complaint to add additional causes of action against a necessary defendant as reflected in the proposed Amended Complaint which is attached hereto as Exhibit "A" and incorporated herein by reference. The basis for Plaintiffs' motion is as follows:

Plaintiff filed the summons and complaint in this action in October of 2017, wherein Plaintiff alleged Muriel Clarkin (hereinafter "Clarkin"), for whom Plaintiff is a conservator for, borrowed $138,000 through a HELOC titled in Clarkin's name and secured by real property Clarkin owned and then lent those funds to her granddaughter the Defendant Bridget Inman to purchase a house a for a purchase price of $137,000.00. Plaintiff alleged that Clarkin and Defendant agreed that Defendant would make the required monthly payments upon the HELOC

until the HELOC was satisfied in full. It is undisputed that Defendant repaid a portion of that debt over the course of nearly a decade by making 104 consecutive monthly payments upon the HELOC totaling $70,353.99. However, it is also undisputed that Defendant has not made a payment towards the HELOC for two years and that Defendant turned the majority of those funds in liquid cash when she sold the Subject Property and retained the proceeds of sale for herself.

The Location of the proceeds from the sale of the Subject Property are at issue in this matter. On or about January 26, 2018, Plaintiff sent Defendant discovery requests which included a request that Defendant specifically identify the location of the proceeds from sale of the Subject Property and any assets real or personal which were purchased with those proceeds of sale. This Court ordered Defendant to comply with that and other of Plaintiff's discovery requests by Order filed on June 19, 2018. Thereafter, Plaintiff on numerous occasions communicated with Defendant and asked when Defendant was going to comply with the Court's Order compelling discovery.

Finally, on March 6, 2019, Defendant sent an email to Plaintiff stating: "Pursuant to discovery requests, attached is a copy of the printout wherein Apple stock was purchased with a portion of the net proceeds. I will provide a current monthly statement shortly." The stock invoice account name and number were redacted but the invoice evidenced *that 2 days after Defendant was served with the Summons and Complain in this matter, $67,000.00 worth of Apple Inc. stock was purchased.* Thereafter, Plaintiff requested that Defendant provide Plaintiff a copy of a copy of the invoice without the account name and account number redacted. On April 5, 2019, Defendant sent Plaintiff an email which states: Here is the February 2019 account statement showing the money in *Apple stock in the name of Bridget Inman's mother*. Sorry it took so long to get it to you." (A copy of the Stock Statements are attached hereto as Exhibit "**A**" and incorporated herein by reference.) During Defendant's deposition held on April 8, 2019, Plaintiff inquired about

the Apple Stock and Defendant stated that she provided her mother a check for $85,000.00 to invest for Defendant and hold on her behalf. Defendant stated that the money and/or investments remained hers and her mother Muriel C. Kennedy (hereinafter "Kennedy") held them for her benefit. There remains an issue of fact as to what Kennedy has done with the other $18,000.00 Defendant originally provided Kennedy as part of the $85,000.00 check.

Plaintiff has been asking Defendant to identify the location of the proceeds from sale of the subject Property for over a year. This Court ordered Defendant to provide the information nearly a year ago. Despite Plaintiff's repeated requests Defendant has delayed this action and failed to provide this information until just now on what is practically the eve of trial.

Plaintiff has just learned Kennedy is a necessary party to this action who is currently in possession a majority of the funds/assets currently in dispute in this action. Plaintiff would respectfully assert that it will be greatly prejudiced and harmed if it is not allowed to amend its summons and complaint to assert additional causes of action against Kennedy. Plaintiff would further that state Defendant not Plaintiff caused this issue and harm to Plaintiff.

Therefore, based on the grounds set forth above Plaintiff would respectfully that this Court grant Plaintiff's motion and allow Plaintiff to filed the Amended Complaint attached hereto as Exhibit "A."

The undersigned hereby certified and affirms in accordance with Rule 11(a), SCRCP that he contacted Defendant's prior to filing this motion and for the purpose of resolving this matter, but did not receive a response.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

April 12, 2019, Charleston, SC

EHIBIT A

From: Jessica@berlinskylawfirm.com
Sent: Wednesday, March 6, 2019 11:15 AM
To: David Conor keys
Cc: Bruce@berlinskylawfirm.com
Subject: Clarkin v. Inman

Pursuant to discovery request, attached is a copy of the printout wherein Apple stock was purchased with a portion of the net proceeds. I will provide a current monthly statement shortly.

Thanks, Bruce

Jessica Reynolds
Legal Assistant to Bruce A. Berlinsky
One Carriage Lane, Bldg. F
Charleston, SC 29407
P: 843.852.2202
F: 843.852.4844
Jessica@berlinskylawfirm.com

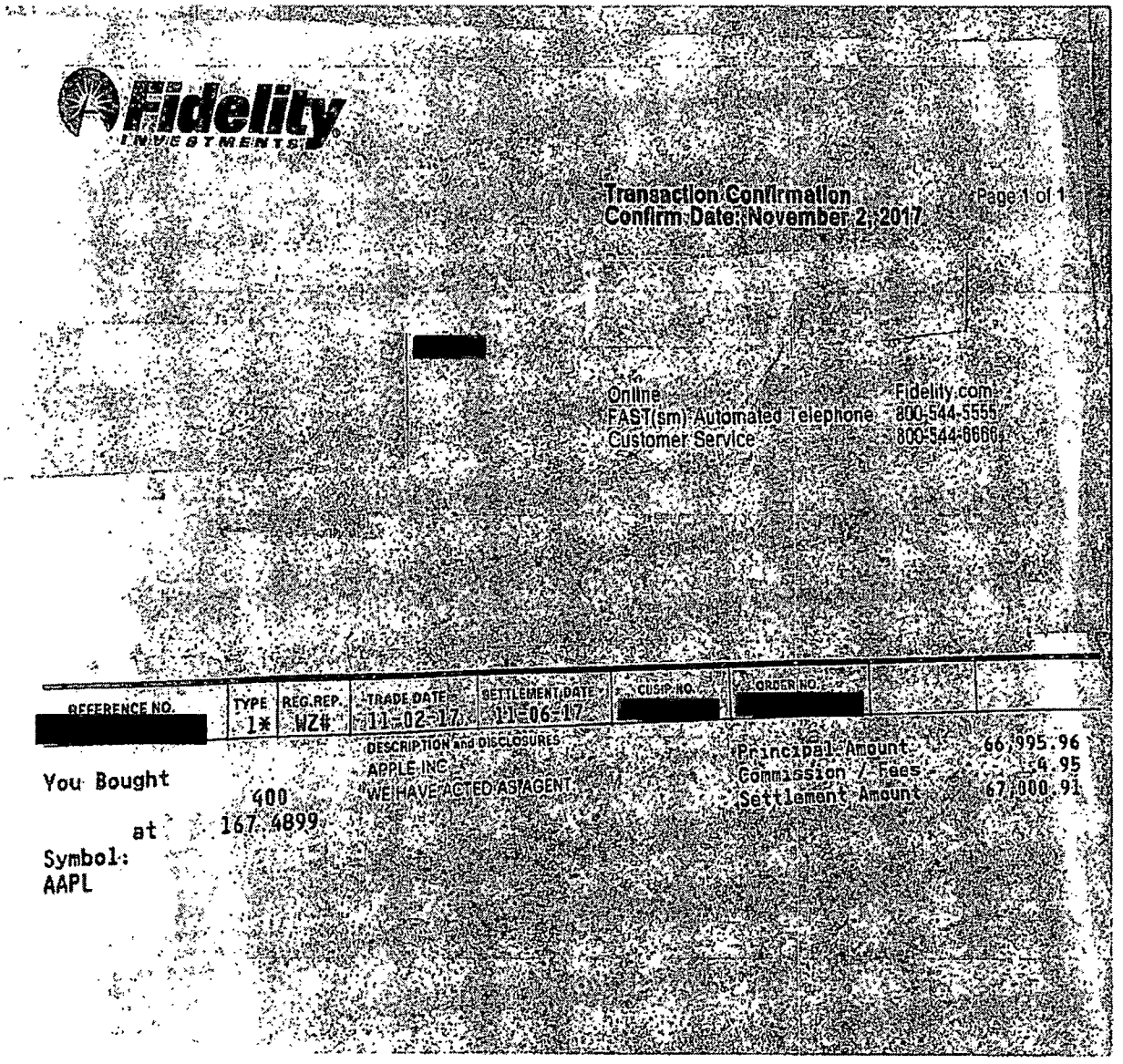
ALL FUNDS IN EXCESS OF $5,000.00 MUST BE WIRED - CALL FOR WIRING INSTRUCTIONS

Wired Funds Notice: BE ALERT! We do NOT change or alter our wiring instructions. Please call to verify that you have the correct instructions prior to wiring.

--- CONFIDENTIALITY NOTICE: This electronic mail transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is intended only for the use of the individual or entity to whom it is addressed. Any disclosure, copying, distribution, or action taken in reliance on the contents contained herein is strictly prohibited. If you received this transmission in error, please notify the sender and delete the message and its contents. IRS CIRCULAR 230 NOTICE: Any tax advice contained in this communication (or any attachments) is not intended or written to be used for the purpose of avoiding penalties under the Internal Revenue Code or for recommending to another party as to any matter addressed herein.



BEWARE! WIRE FRAUD IS ON THE RISE.
Accepting wire and disbursement instructions by email is dangerous, especially changes to those instructions. Verify by calling the originator of the email using previously known contact information prior to sending funds.



Fidelity INVESTMENTS

Transaction Confirmation
Confirm Date: November 2, 2017

[redacted]

Online	Fidelity.com
FAST(sm) Automated Telephone	800-544-5555
Customer Service	800-544-6666

REFERENCE NO.	TYPE	REG.REP.	TRADE DATE	SETTLEMENT DATE	CUSIP NO.	ORDER NO.		
[redacted]	1*	WZ#	11-02-17	11-06-17	[redacted]	[redacted]		

DESCRIPTION and DISCLOSURES

You Bought 400 APPLE INC

at 167.4899

Symbol: AAPL

WE HAVE ACTED AS AGENT

Principal Amount	66,995.96
Commission / Fees	4.95
Settlement Amount	67,000.91

RECORD 055

From: Jessica@berlinskylawfirm.com
Sent: Friday, April 5, 2019 9:45 AM
To: David Conor keys
Cc: Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

David,

Here is the February 2019 account statement showing the money in Apple stock in the name of Bridget Inman's mother. Sorry it took so long to get it to you.

Thanks, Bruce

Jessica Reynolds
Legal Assistant to Bruce A. Berlinsky
One Carriage Lane, Bldg. F
Charleston, SC 29407
P: 843.852.2202
F: 843.852.4844
Jessica@berlinskylawfirm.com

ALL FUNDS IN EXCESS OF $5,000.00 MUST BE WIRED- CALL FOR WIRING INSTRUCTIONS

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From: David Conor keys [mailto:conor@dconorkeyslaw.com]
Sent: Thursday, April 04, 2019 11:50 AM
To: Jessica@berlinskylawfirm.com; Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

Bruce

I have the court reporter ready to go for the Deposition Monday morning.

An additional request, two weeks ago you guys emailed me a stock statement about Apple stock in response to discovery. I need a copy of that statement without the account holders name and at least

RECORD 057

Holdings

MURIEL G KENNEDY - INDIVIDUAL - TOD

Stocks

Description	Beginning Market Value Feb 1, 2019	Quantity Feb 28, 2019	Price Per Unit Feb 28, 2019	Ending Market Value Feb 28, 2019	Total Cost Basis	Unrealized Gain/Loss Feb 28, 2019	EAI ($) / EY (%)
Common Stock							
APPLE INC COM USD0.00001(AAPL)	67,829.45	409.279	173.1500	70,866.65	68,689.26	2,177.39	1,195.09 1.690
							94.91 3.170
							60.89 1.640
Total Common Stock (68% of account holdings)							
Total Stocks (68% of account holdings)							
Total Holdings							

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**AMENDED COMPLAINT**
Plaintiff,	)	
	)	**(Conversion)**
vs.	)	**(Unjust Enrichment)**
	)	**(Money Hand and Received)**
Bridget D. Inman and Muriel C Kennedy	)	**(Promissory Estoppel)**
	)	**(Quantum Meruit)**
	)	**(Breach of Contract)**
Defendants.	)	**(Equitable Lien)**
	)	**(Fraudulent Conveyance)**
	)	**(Civil Conspiracy)**
	)	**(Unjust Enrichment)**
	)	**JURY TRIAL DEMAND**

Plaintiff complains of the above-named Defendant as follows:

1. Plaintiff, Family Services Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") is a resident of Charleston County.

2. Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge.

3. Muriel W. Clarkin (hereinafter "Clarkin") is an eighty-five year old widow who has four living children, and Clarkin requires finances and funds to provide for Clarkin's necessary assisted living care.

4. Defendant Bridget Dean Inman (hereinafter "Defendant") is a granddaughter of Clarkin and resides in Charleston County.

FACTUAL ALLEGATIONS

5. Clarkin and Defendant entered into an agreement that Clarkin would lend Defendant money to purchase a house.

6. Clarkin agreed to take out a home equity line of credit out on real property Clarkin owned located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS # 532-06-00-129 (hereinafter "Mortgaged Property"), in Charleston County, in order to acquire the funds to lend to Defendant.

7. Defendant agreed to pay Clarkin back the money Clarkin lent Defendant and to make the monthly mortgage payments upon the Mortgaged Property.

8. On or about July 17, 2006, Clarkin executed a $100,000 note for a home equity line of credit (hereinafter "HELOC") and mortgage secured by the Subject Property to Wachovia Bank, NA (hereinafter "Mortgage"). The Mortgage was recorded in the RMC Office for Charleston County in Book L591, Page 244.

9. On or about July 7, 2008, said Note and Mortgage were modified to increase the maximum balance of indebtedness to $150,000 (hereinafter "Modification"), the Modification was recorded in the RMC Office for Charleston County in Book E664, Page 769.

10. Upon information and belief at or around the execution of the Modification Clarkin made an initial withdraw from the HELOC in an amount of just over $138,000.00.

11. On July 7, 2008, Defendant purchase the real property located at 316 Elrod Drive, Goose Creek, SC 29445, bearing TMS No. 235-14-04-004 for purchase price of $137, 000.00 as evidence by that certain deed recorded in the Register of Deeds of Berkeley County in Book 7447, Page 141 (hereinafter "Subject Property").

12. Defendant has acknowledged that the HELOC was used to purchase the Subject Property.

13. Defendant has acknowledged that she has an obligation to repay Clarkin for the loan used to purchase the Subject Property.

14. Defendant benefitted from owning the Subject Property by renting the Subject Property and collecting rent payments.

15. Defendant made monthly payments upon the HELOC Mortgage for a period of years.

16. If the monthly finance charge and/or interest accrued is not paid monthly on the HELOC then the principle balance of the HELOC Mortgage increases.

17. Upon information and belief a majority of the funds paid by Defendant towards monthly payments upon the HELOC have been applied to interest.

18. Upon information and belief Defendant has declared the mortgage interest she as paid on the HELOC on her taxes in the past.

19. On or about April 4, 2014, the principle balance on the HELOC was $133,878.07.

20. On or about April 25, 2014, Patricia Smith (hereinafter "Smith") daughter a daughter of Clarkin and aunt to the Defendant obtained from Clarkin $15,000.00 in the form of a cash advance upon the HELOC.

21. On or about April 25, 2014, the principle balance on the HELOC was 148,878.07.

22. Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge.

23. Thereafter Plaintiff contacted Defendant and Smith and demand that Plaintiff and Smith pay Plaintiff monthly payments equal to the interest accruing upon the principal balance that each Defendant and Smith owed upon the HELOC.

24. Both Defendant and Smith made monthly payments to Plaintiff which Plaintiff used to make monthly payments upon the HELOC in the amount of the monthly accruing interest.

25. On or about February 6, 2017, Defendant sold the Subject Property for a purchase price of $100,00, as evidenced by that certain deed recorded in the Berkeley County Register of Deeds in Book 2392, Page 819.

26. On or about March 27, 2017, Smith made a payment to Plaintiff to apply to the HELOC in the amount of $13,097.20.

27. Plaintiff determined that Smith's March 27, 2017, payment satisfied the total amount Smith owed upon the HELOC for the April 25, 2014, $15,000 cash advance Smith received upon the HELOC.

28. In total Smith paid at or about $16,958.00 towards repayment of the HELOC.

29. On or about March 27, 2017, the principle balance owed upon the HELOC was $131,237.90.

30. In April of 2017, Plaintiff communicated to Defendant that Plaintiff has learned that Defendant had sold the Subject Property and demanded that Defendant pay to Plaintiff the proceeds Defendant received from the sale of the subject property so that Plaintiff to could apply said proceeds to the amount owed upon the HELOC.

31. Defendant has not provided Plaintiff with any of the proceeds Defendant received from the sale of the Subject Property.

32. Defendant has not made a payment to Plaintiff regarding the HELOC since at or about April 17, 2017.

33. Upon information and belief there is due at as of September of 2017, there is a principle balance on the HELOC of $131,237.90.

FOR AND AS A FIRST CAUSE OF ACTION AGAINST INMAN
(CONVERSION)

34. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

35. Plaintiff as conservator for Clarkin has an interest in the following:

a) $131,237.90 in principle balance which Clarkin owes upon the HELOC Mortgage which was obtained by Defendant from Clarkin on or about July 7, 2008;

b) the cost of the monthly accruing finance charges and/or interest which will accrue upon the HELOC Mortgage until it is satisfied.

36. Clarkin owned and had an interest in the funds described above.

37. Defendant converted the funds to her own use and benefit.

38. Defendant did not have permission and/or authority and retain said funds after Plaintiff has demanded their repayment and Defendant has refused to do so.

39. Defendant has acknowledged an obligation to repay said funds of Clarkin.

40. Plaintiff is entitled to and requests an award of the $131,237.90, the cost of the interest and/or finance charges incurred by Plaintiff upon the HELOC Mortgage, and legal interest upon the $131,237.90 from the dates which Defendant converted the funds to her own use and benefit.

FOR AND AS A SECOND CAUSE OF ACTION AGAINST INMAN
(Unjust Enrichment)

41. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

42. Defendant has been unjustly enriched at the expense of and to the detriment of Clarkin in the amount of $131,237.90, plus the cost of the interest and/or finance charges incurred by Plaintiff upon the HELOC Mortgage.

43. Plaintiff is informed and believes that it is entitled to recover from Defendant all monies, and any improper benefit received by Defendant as a result or consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A THIRD CAUSE OF ACTION AGAINST INMAN
(Money Had and Received)

44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

45. Defendant presently holds $131,237.90 in her possession or control that was received from Clarkin.

46. Defendant does not have a right to retain said money of Clarkin.

47. The money in question belongs, in equity and good conscience to Plaintiff and should not in equity and good conscience be retained by Defendant.

48. Plaintiff is informed and believes that it is entitled to recover from Defendant all money had and received by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A FOURTH CAUSE OF ACTION AGAINST INMAN
(Promissory Estoppel)

49. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

50. Defendant promised to repay Clarkin the $131,237.90 still owed to Clarkin and to pay the monthly finance charge and/or interest payments upon the HELOC Mortgage in exchange for Clarkin loaning Defendant the money she borrowed from Clarkin on or about July 7, 2008.

51. Defendant has failed to pay Clarkin said money and to continue to make the monthly payments required under the HELOC Mortgage as promised.

52. Clarkin relied upon Defendant's promise.

53. Clarkin's reliance upon Defendant's promise was expected and foreseeable by Defendant.

54. Plaintiff has suffered damages as a result of Defendant's failure to pay Clarkin as promised and to make the monthly payment required pursuant to the HELOC Mortgage as Promised.

55. Plaintiff is informed and believes that it is entitled to recover from Defendant the principle owed upon the HELOC mortgage and any and all interest and/or finance charges, and/or charges fees incurred by Clarkin upon the HELOC Mortgage as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A FIFTH CAUSE OF ACTION AGAINST INMAN
(Quantum Meruit)

56. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

57. Clarkin conferred upon Defendant a benefit of loaning Defendant the money to purchase the Subject property, as well as the use and benefit of the Subject Property, including rent payed to Defendant by tenants for renting the subject property.

58. Defendant realized the benefits as described above.

59. Retention of these benefits by Defendant under the conditions described above make it unjust for Defendant to retain said benefits without paying the value of said benefits.

60. Plaintiff is informed and believes that it is entitled to recover from Defendant all benefits retained by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A SIXTH CAUSE OF ACTION AGAINST INMAN
(Breach of Contract and of the Covenant of Good Faith and Fair Dealing)

61. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

62. Defendant and Clarkin entered into an agreement whereby Clarkin agreed to loan Defendant the money to purchase the Subject Property in exchange for Defendant agreeing to repay Clarkin the money loaned and to make the monthly payments required upon the HELOC mortgage.

63. Every contract has an implied duty of good faith and fair dealing.

64. Defendant breached her agreement with Clarkin as well as the implied duty of good faith and fair dealing, including but not limited to by failing to repay Clarkin $131,237.90 still owed upon the HELOC Mortgage, failing to continue to make the monthly mortgage payments required upon the HELOC Mortgage, and failing to pay Plaintiff the proceeds of sale received by Defendant for sale of the Subject Property.

65. As a result of the breach of Defendant Plaintiff has suffered damages including but not limited to continued finance charges and/or interest, and/or fees being incurred by Clarkin pursuant to the HELOC Mortgage, devaluation of the Mortgaged Property.

66. Plaintiff is informed and believes it is entitled to actual, consequential, incidental and expectation damages against Defendant in an amount determined by the trier of fact, costs, prejudgment interest, and such other and further relief as the court deems just and proper.

FACTUAL ALLEGATIONS AS TO KENNEDY

67. Muriel C. Kennedy (hereinafter "Kennedy") is a resident of Charleston County.

68. Defendant stated under sworn testimony that after receiving the proceeds of sale of the Subject Property she took the vast majority of those proceeds and to provided Kennedy a check for $85,000.00 (hereinafter "Disputed Funds in Kennedy's Possession") to invest and hold on behalf of Defendant.

69. Defendant was served with the Summons and Complaint in this action on October 31, 2017.

70. On November 2, 2017, Kennedy took a majority of the Disputed Funds in Kennedy's Possession and purchased $67,000.91 worth of Apple, Inc. stock in Kennedy's name which at present remains titled in Kennedy's name.

71. Upon information and belief Kennedy is still in possession of the remaining $18,000 of Disputed Funds in Kennedy's possession which she originally received from Defendant as part of the $85,000.00 check, and/or Kennedy has invested the remaining $18,000 of Disputed Funds in Kennedy's Possession in assets titled in Kennedy's name which Kennedy is holding for the benefit of Defendant.

FOR AND AS A SEVENTH CAUSE OF ACTION AGAINST KENNEDY
(Equitable Lien)

72. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

73. Defendant has acknowledged receiving at or about $138,000.00 from Clarkin to purchase the Subject Property.

74. Plaintiff has alleged that Defendant received the purchase money funds with the intent of repaying Clarkin for the funds Defendant received.

75. Defendant received the benefit of those funds by purchasing the Subject Property.

76. Defendant offered to deed the Subject Property to Plaintiff in exchange for forgiveness of the remainder of the amount Plaintiff claimed Defendant owed.

77. Thereafter, Defendant sold the Subject Property and testified under oath that she received $99,317.71 in proceeds from the sale of Subject Property (hereinafter "Proceeds of Sale").

78. Defendant offered to provide Plaintiff the Proceeds of the Sale in exchange for forgiveness of the remainder of the amount Plaintiff claimed Defendant owed.

79. Defendant further testified under oath that she provided her mother Kennedy a check for $85,000.00 constituting the vast majority of the Proceeds of Sale to hold and invest on behalf of Defendant.

80. On November 2, 2017, two days after Defendant was served with the Summons and Complaint in this matter Kennedy purchased 400 shares of Apple, Inc. stock, titled in Kennedy's name, for $67,000.91, using some of the Proceeds of Sale.

81. The aforesaid established an equitable lien in favor of Plaintiff upon Defendant's interest in real, or personal property, including the stock which Kennedy has purchased using the Proceeds of Sale and possesses, holds for the benefit of Defendant.

82. Plaintiff is informed and believes that it is entitled to the imposition of an equitable lien against all Proceeds of Sale which have been transferred to funds and real or personal property in Kennedy's possession, title or control, including but not limited to the identified Apple, Inc., stock.

FOR AND AS AN EIGHTH CAUSE OF ACTION AGAINST KENNEDY
(Fraudulent Conveyance)

83. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

84. Defendant has acknowledged receiving at or about $138,000.00 from Clarkin to purchase the Subject Property.

85. Plaintiff has alleged that Defendant received the purchase money funds for the Subject Property with the intent of repaying Clarkin for the funds Defendant received.

86. Defendant received the benefit of those funds by purchasing the Subject Property.

87. Thereafter, Defendant sold the Subject Property and testified under oath that she received $99,317.71 in proceeds from the sale of Subject Property.

88. Defendant further testified under oath that she provided her mother Kennedy a check from those Proceeds of Sale for $85,000.00 to hold and invest on behalf of Defendant.

89. Defendant was served with the Summons and Complaint in this matter on October 31, 2017.

90. On November 2, 2017, Kennedy purchased in her own name 400 shares of Apple, Inc. stock for $67,000.91, using some of the Proceeds of Sale.

91. Kennedy and Defendant who are mother and daughter have a confidential and/or fiduciary relationship.

92. Kennedy did not pay any consideration for the receipt of the Proceeds of Sale Kennedy received.

93. Defendant transferred the vast majority of her interest in the Proceeds of Sale of the Subject Property to Kennedy for the specific purpose and with the intent to defraud Plaintiff and hinder and delay the collection of the indebtedness Defendant owes to Plaintiff as described above.

94. Plaintiff is informed and believes that, after the subject transfer to Kennedy, Defendant failed to retain sufficient assets and/or funds to pay Plaintiff the indebtedness Defendant owes to Plaintiff.

95. Accordingly, Plaintiff should be entitled to recover from Kennedy the Proceeds of Sale which she received from Defendant and/or any assets purchased therefrom.

96. Plaintiff should also be entitled to recover punitive damages from Kennedy based on her intentional and deceptive conduct.

FOR AND AS AN NINTH CAUSE OF ACTION AGAINST KENNEDY
(Civil Conspiracy)

97. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

98. Defendant and Kennedy, by and between themselves, conspired to interfere with, delay, hinder, and/or prevent Plaintiff from collecting the monies it is owed from Defendant by transferring the vast majority of Proceeds of the Sale of the property from Defendant to Kennedy.

99. As a proximate result of the Defendant and Kennedy's conspiracy against the Plaintiff, Plaintiff has incurred special damages, including but not limited to, the cost and expenses of locating the proceeds of sale of the Subject Property, and the costs and expenses, including attorney's fees, of adding Kennedy as an additional Defendant and the subsequent prosecution of this action against Kennedy, just before this matter was about to proceed to trial.

100. Plaintiff is also entitled to an appropriate award of punitive damages due the conspiracy undertaken by Defendant and Kennedy.

FOR AND AS AN TENTH CAUSE OF ACTION AGAINST KENNEDY (CONSTRUCTIVE TRUST)

101. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

102. This action is brought pursuant to the Uniform Declaratory Judgments Act., S.C. Code Ann. §15-53-10 et seq. for the purpose of determining a question of actual controversy between the parties as hereinafter more fully appears.

103. Kennedy currently possess and/or holds title to the Proceeds of Sale and/or assets purchased therefrom which Defendant provided Kennedy including the Apple, Inc. stock all which is held in constructive trust by Kennedy. The circumstances under which Kennedy acquired possession and title to the Proceeds of Sale and assets acquired therefrom make it inequitable that legal title (or at least full legal title) should be retained by Kennedy. Kennedy was aware and had knowledge that Plaintiff claimed Defendant owed Plaintiff repayment of the funds used to purchase the Subject Property and as such the Proceeds of Sale.

111. Despite Kennedy's express knowledge as set forth above, Defendant and Kennedy, by and between themselves, conspired to interfere with, delay, hinder, and/or prevent Plaintiff from collecting the monies it is owed from Defendant by transferring the vast majority of Proceeds of the Sale from Defendant to Kennedy.

112. As a direct and proximate result of Kennedy's acts Plaintiff requests this Court impose a constructive trust upon all funds and/or assets which Kennedy possesses or holds title to, including but not limited to all stock, as a result of Defendant providing Kennedy with the vast majority of the Proceeds of Sale.

FOR AND AS AN ELEVENTH CAUSE OF ACTION AGAINST KENNEDY
(Unjust Enrichment)

113. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

114. Kennedy has been unjustly enriched at the expense of and to the detriment of Plaintiff in the amount of at least $85,000 provided to Kennedy by Defendant from the Proceeds of Sale.

115. Plaintiff is informed and believes that it is entitled to recover from Kennedy all monies, and any improper benefit received by Kennedy as a result or consequence, and/or incidentally related to Kennedy and/or Defendant's actions as alleged above.

JURY TRIAL DEMANDED

WHEREFORE, Plaintiffs pray that this Court enter judgment against each of the named Defendant as to each of Plaintiff's above named causes of action awarding Plaintiffs actual,, incidental, consequential damages, prejudgment interest, attorneys' fees and costs and such other relief, fees and costs as may be appropriate.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

Charleston, SC
April 12, 2019

2017-CP-10-5426

CERTIFICATE OF SERVICE

I certify that on this 12th day of April, 2019, a copy Plaintiff's Motion to Amend the Complaint was placed in the United States Mail postage pre-paid, addressed as follows:

Bruce A. Berlinsky
PO Box 206
Charleston, SC 29402
Attorney for Bridget D. Inman

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

FILED
2019 APR 12 PM 12:34
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc. Plaintiff, vs. Bridget Inman Defendant.	))))))))))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO.: 2017-CP-10-5426 **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**

Plaintiff's Attorney: D. Conor Keys The Law Office of David Conor Keys, LLC, Bar No. 100148 Address: PO Box 14225 Charleston, SC 29422 Phone: 843-906-3998Fax _____ E-mail: conor@dconorkeyslaw.comOther: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____Other: _____

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Summary Judgment
Estimated Time Needed: 45 min. Court Reporter Needed: ☒ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☑ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ 4/8/19
Signature of Attorney for ☑ Plaintiff /☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $_____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10- 5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO LIABILITY**
Plaintiff,	)	
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	

FILED
2019 APR 15 PM 1:06
JULIE J. ARMSTRONG
CLERK OF COURT

TO: THE ABOVE NAMED PARTIES:

PLEASE TAKE NOTICE that the Plaintiff, Family Services, Inc. as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff"), by and through its undersigned counsel, will move before this Court on the 10th day after service, or at such other time and place as is convenient to the Court, for an order granting Plaintiff's Motion for Partial Summary Judgement as to liability, with regard to Plaintiff's cause of action for Conversion, Unjust Enrichment, Money Had and Received, Promissory Estoppel, Quantum Meruit, and Breach of Contract, pursuant to Rules 56 SCRCP.

This motion will be based on the pleadings of record, the recorded records of Charleston County, applicable statutory and common law, and any memorandum or exhibits Plaintiffs may seek to submit to the Court prior and/or at hearing on this matter. The grounds for the motion are as follows:

BACKGROUND

Plaintiff was appointed conservator for the assets and affairs of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston County Probate Judge.

Muriel W. Clarkin (hereinafter "Clarkin") is an eighty-five year old widow who has four living children, and Clarkin requires finances and funds to provide for Clarkin's necessary assisted living care. Defendant Bridget Dean Inman (hereinafter "Defendant") is a granddaughter of Clarkin and resides in Charleston County.

Plaintiff has alleged Clarkin and Defendant entered into an agreement that Clarkin would lend Defendant money to purchase a house. Plaintiff has alleged Clarkin agreed to take a draw on a home equity line of credit (hereinafter "HELOC") she had which was secured by real property Clarkin owned located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS # 532-06-00-129 (hereinafter "Mortgaged Property"), in Charleston County, in order to acquire the funds to lend to Defendant. Plaintiff has alleged Defendant agreed to pay Clarkin back the money Clarkin lent Defendant and to make the required monthly mortgage payments pursuant to the terms of HELOC until such time as the HELOC was satisfied.

On or about July 7, 2008, Clarkin made an initial withdrawal of about $138,000.00 from the HELOC. A copy of the account history for the equity line is attached hereto as Exhibit "**A**" and incorporated herein by reference. On July 7, 2008, Defendant purchase the real property located at 316 Elrod Drive, Goose Creek, SC 29445, bearing TMS No. 235-14-04-004 for purchase price of $137, 000.00 as evidence by that certain deed recorded in the Register of Deeds of Berkeley County in Book 7447, Page 141 (hereinafter "Subject Property"). A copy of the deed is attached hereto as Exhibit "**B**" and incorporated herein by reference.

Defendant has acknowledged the Clarkin's withdrawal from the HELOC was used by Defendant to purchase the Subject Property. See Exhibit "**C**" attached hereto and incorporated herein by reference. Defendant has admitted making 104 consecutive monthly payments upon the HELOC for nearly a decade beginning immediately after her purchase of the Subject Property. (Inman Answer, ¶ 11, filed 12/13/17; and Exhibit "**D**"; and Inman Deposition). In response to discovery requests asking Defendant to identify every payment Defendant made upon the HELOC, Defendant produced a document she created evidencing her payment history. The payment history shows that from the time Defendant purchased the Subject Property in 2008 until April of 2017, Defendant made 104 consecutive monthly payments upon the HELOC totaling $70,353.99. (See attached hereto as Exhibit "**D**" and incorporated herein by reference). Defendant has admitted declaring upon her personal taxes the mortgage interest for the monthly payments she made upon Clarkin's HELOC. (Inman Answer, ¶ 13, filed 12/13/17). Defendant has admitted that in 2015 when Plaintiff became conservator for Clarkin, it contacted Defendant and demanded Defendant pay Plaintiff monthly payments to be applied to the HELOC and that Defendant complied making monthly payments to Plaintiff for nearly two years (Inman Answer, ¶ 16, filed 12/13/17; and Exhibit "**D**").

Defendant attempted on multiple occasions to get Plaintiff to accept a deed to the Subject Property in exchange for Plaintiff agreeing to forgive the remainder of the debt Defendant owed Clarkin. Plaintiff declined because the property was worth significantly less than the amount Defendant owed Clarkin. (See attached hereto as Exhibit "**E**" and incorporated herein by reference.) Thereafter on or about February 6, 2017, Defendant sold the Subject Property for $100,00.00, receiving proceeds from the sale totaling $99,317.71. (A copy of the deed and HUD1 statement from the closing are attached hereto as Exhibit "**F**" and incorporated herein by

reference.) In April of 2017, Defendant elected to make one last payment to Plaintiff to be applied to the HELOC. On April 17, 2017, Defendant had a long conversation with Plaintiff where Defendant offered to pay more than $90,000.00 from the proceeds of sale of the Subject Property to Plaintiff in exchange for the rest of Defendant's debt to Clarkin being forgiven. (See attached hereto Exhibit "**G**" and incorporated herein by reference; See the Affidavit of Kelley Evans attached hereto as Exhibit "**H**" and incorporated herein by reference).[1] Plaintiff stated it could not forgive the remaining balance because in April of 2017 the balance upon the HELOC was $131,237.90 (See Exhibit "**A**")[2]. Defendant has not made a payment upon the HELOC since April of 2017. Defendant stated in her deposition that she changed her mind and decided not to pay Plaintiff the over ninety thousand dollars she received in proceeds from the sale of the subject property.

Defendant now asserts that the initial withdrawal of roughly $138,000.00 which Clarkin took upon the HELOC in July of 2008, in order for Defendant to purchase the Subject Property was simply a gift from Clarkin to Defendant. Defendant further asserts that the 104 consecutive monthly payments she made upon the HELOC, for nearly a decade, were simply gifts which Defendant was making back to her grandmother Ms. Clarkin.[3] *This is the only Defense Defendant has asserted in this action.*

---

[1] Note the phone number Defendant lists for herself on her letter attached as Exhibit "E" is same as the phone number listed in the business records of Plaintiff for the phone call on April 17th attached as Exhibit "G". Defendant also acknowledged in her Deposition that the phone call occurred.

[2] The current principle balance on the HELOC is $131,237.80 (See Exhibit **I**)

[3] Defendant asserted in her deposition that after the April 17, 2017, phone call with Plaintiff Defendant changed her mind about giving the $90,000.00+ proceeds from the sale to Plaintiff because she does not believe that it would have benefited her Grandmother because they she believes Plaintiff, a court appointed conservator is mismanaging her Grandmother's money.

ANALYSIS

Conversion

"Conversion is defined as the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. Money may be the subject of conversion when it is capable of being identified and there may be conversion of determinate sums even though the specific coins and bills are not identified." *Moore v. Weinberg*, 383 S.C. 583, 589, 681 S.E.2d 875 (2009). Ordinarily the plaintiff bears the burden of proof, however the burden may shift when a case involves confidential/fiduciary relationship. If the plaintiff provides evidence of a confidential/fiduciary relationship, a presumption of undue influence can arise requiring the defendant to offer some evidence to establish a lack of undue influence, or the validity of contested transfers. *See. Gordon v. Busbee*, 397 S.C. 119, 723 S.E.2d 822 (Ct. App. 2011). "In South Carolina [pre-judgment] interest may also be awarded in equity cases, conversion cases, and property cases." *Vaugh Dev. v. Westvaco Development, Inc.*, 372 S.C. 576, 579, 642, S.E. 2d 757 (Ct. App. 2007)

In this case it is undisputed that Clarkin made an initial withdrawal from the HELOC and that Clarkin's granddaughter received those funds and used them to purchase the Subject Property. It is undisputed that Defendant repaid a portion of that debt over the course of nearly a decade by making 104 consecutive monthly payments upon the HELOC totaling $70,353.99. However, it is also undisputed that Defendant has not made a payment towards the HELOC for two years and that Defendant turned the majority of those funds in liquid cash when she sold the Subject Property and retained the proceeds of sale for herself. Defendant assumed exercise of the right of ownership over the funds without the authority to do so the moment Defendant ceased making monthly

payments upon the HELOC. At the time Defendant ceased making payments and at present the principle balance for the HELOC was/is $131,237.00, which is a determinate amount.

Plaintiff would request that this Court hold Defendant liable for converting said funds to her own use and benefit.

Unjust Enrichment

"A party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another. Unjust enrichment is an equitable doctrine which permits the recovery of that amount the defendant has been unjustly enriched at the expense of the plaintiff." *Dema v. Tenet Physician Services-Hilton,* 383 S.C. 115, 123, 678 S.E.2d 430 (2009). "In South Carolina [pre-judgment] interest may also be awarded in equity cases, conversion cases, and property cases." Vaugh Dev. v. Westvaco Development, Inc., 372 S.C. 576, 579, 642, S.E. 2d 757 (Ct. App. 2007)

In this case it is undisputed that Clarkin made an initial withdrawal from the HELOC and that Clarkin's grand daughter received those funds and used them to purchase the Subject Property. It is undisputed that Defendant repaid a portion of that debt over the course of nearly a decade by making 104 consecutive monthly payments upon the HELOC totaling $70,353.99. However, it is also undisputed that Defendant has not made a payment towards the HELOC for two years and that Defendant turned the majority of those funds in liquid cash when she sold the Subject Property and retained the proceeds of sale for herself. Defendant has retained the funds for her own use and benefit. At the time Defendant ceased making payments and at present the principle balance for the HELOC was/is $131,237.00, which is a determinate amount.

Plaintiff would request that this Court hold Defendant liable for retaining said funds for her own use and benefit.

Money had and Received

"An action for money had and received exists where a defendant has money belonging to the plaintiff which in equity should be repaid to the plaintiff. In order to recover on a count for money had and received, ... the plaintiff must show he has equity and conscience on his side, and that he could recover in a court of equity. . . Once the requirements of an action for money had and received are proven, the equitable principles of unjust enrichment and restitution provide a remedy. An action for money had and received is based upon a quasi-contract or a contract implied in law. . . In addition, the court adopted the "Scudder May test as the sole test for a quantum meruit/quasi-contract/implied by law claim." Id. at 9, 532 S.E.2d at 872. This test mandates: (1) a benefit conferred by plaintiff upon the defendant; (2) realization of that benefit by the defendant; and (3) retention of the benefit by the defendant under circumstances that make it inequitable for him to retain it without paying its value." *Okatie River v. Southeastern Site Prep,* 353, S.C. 327, 334-35, 577 S.E.2d 468 (2003). "Because the applicable statute and case law do not exclude the award of prejudgment interest for a claim under the theory of quantum meruit, it appears that our appellate courts have implicitly recognized that such an award is permissible." *QHG of Lake City, Inc. v. McCutcheon,* 360 S.C. 196, 206, 600 S.E.2d 105 (2004).

In this case it is undisputed that Clarkin made an initial withdrawal from the HELOC and that Clarkin's granddaughter received those funds and used them to purchase the Subject Property. It is undisputed that Defendant repaid a portion of that debt over the course of nearly a decade by making 104 consecutive monthly payments upon the HELOC totaling $70,353.99. However, it is also undisputed that Defendant has not made a payment towards the HELOC for two years and that Defendant turned the majority of those funds to liquid cash when she sold the Subject Property and retained the proceeds of sale for herself. Defendant has retained the funds for her own use and

benefit. At the time Defendant ceased making payments and at present the principle balance for the HELOC was/is $131,237.00, which is a determinate amount.

Plaintiff would request that this Court hold Defendant liable for retaining said funds for her own use and benefit.

PROMISSORY ESTOPPEL

"Promissory estoppel requires a claimant to prove: (1) the presence of an unambiguous promise; (2) the promisee reasonably relied upon the promise; (3) the reliance was expected and foreseeable by promisor; and (4) the promisee was injured as a result of reliance upon the promise." *Davis v. Greenwood School Dist. 50*, 365 S.C. 629, 634, 620 S.E.2d 65 (2005).

In this case Plaintiff has alleged that Clarkin agreed to lend Defendant the funds to purchase the Subject Property in exchange for a promise from Defendant that she would make the required monthly payments upon the HELOC until such time as the HELOC was satisfied in full. It was reasonable for Clarkin rely on the promise of her granddaughter as is evidenced by Defendant meeting the conditions of her promise by making 104 consecutive monthly payments upon the HELOC totaling $70,353.99. Defendant expected Clarkin to rely upon Defendant's promise and that reliance was foreseeable as is evidenced by fact that both Clarkin and Defendant acted in accordance with the terms of the promise for nearly a decade. In fact there was no issue until Plaintiff declined to forgive 30-40 thousand dollars of debt Defendant would continue to owe Clarkin if Defendant paid Plaintiff the proceeds of sale of the Subject Property as Defendant offered. Plaintiff stated that it could not forgive that amount and Defendant changed her mind about paying the proceeds of sale to Plaintiff and ceased ever making a monthly payment upon the

HELOC again.[4]. Plaintiff has been injured in that Defendant has not made a payment upon the HELOC in two years despite the fact that there remains a $131,237.80 principle balance.

Plaintiff would request that this Court hold that the Defendant is estopped from retaining the funds in dispute for her own use and benefit.

QUANTUM MERIUT

"The elements of a quantum meruit claim are: (1) a benefit conferred upon the defendant by the plaintiff; (2) realization of that benefit by the defendant; and (3) retention by the defendant of the benefit under conditions that make it unjust for him to retain it without paying its value." *Earthscapes Unlimited, Inc. v. Ulbrich*, 390 S.C. 609, 616, 703 S.E.2d 221 (2010).

In this case it is undisputed that Clarkin made an initial withdrawal from the HELOC and that Clarkin's granddaughter received those funds and used them to purchase the Subject Property. It is undisputed that Defendant repaid a portion of that debt over the course of nearly a decade by making 104 consecutive monthly payments upon the HELOC totaling $70,353.99. However, it is also undisputed that Defendant has not made a payment towards the HELOC for two years and that Defendant turned the majority of those funds to liquid cash when she sold the Subject Property and retained the proceeds of sale for herself. Defendant has unjustly retained the funds for her own use and benefit. At the time Defendant ceased making payments and at present the principle balance for the HELOC was/is $131,237.00, which is a determinate amount.

Plaintiff would request that this Court hold Defendant liable for retaining said funds for her own use and benefit.

BREACH OF CONTRACT

[4] It should also be noted that Defendant had a tenant residing in the Subject Property while she was making payment to Plaintiff to be applied to the HELOC and that Defendant used the rent she received from the tenant to make monthly payments to Plaintiff to be applied to the HELOC.

"The elements for breach of contract are the existence of the contract, its breach, and the damages caused by such breach" *Branche Builders, Inc. v. Coggins,* 386 S.C. 43, 48, 686 S.E.2d 200 (Ct. App. 2009).

In this case Plaintiff has alleged that Clarkin and Defendant had an oral agreement whereby Clarkin agreed to lend Defendant the funds to purchase the Subject Property in exchange for Defendant's agreement that she would make the required monthly payments upon the HELOC until such time as the HELOC was satisfied in full. it is undisputed that Clarkin made an initial withdrawal from the HELOC and that Defendant Clarkin received those funds and used them to purchase the Subject Property. It is undisputed that Defendant complied with the terms of the agreement by making 104 consecutive monthly payments upon the HELOC totaling $70,353.99. However, it is also undisputed that Defendant has breached the not made a payment towards the HELOC for two years and that Defendant turned the majority of those funds to liquid cash when she sold the Subject Property and retained the proceeds of sale for herself. At present there remains a principle balance upon the HELOC of $131,237.80

Plaintiff would request that this Court find Defendant liable for breaching the agreement and for the damages Plaintiff has suffered as a result thereof.

CONCLUSION

For the forgoing reasons set forth above Plaintiff would respectfully request that this Court issue an order granting Plaintiff's motion for partial summary judgment as to liability

SIGNATURE BLOCK TO FOLLOW

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

EXHIBIT A

Wells Fargo Bank, N.A.
P.O. Box 10335
Des Moines, IA 50306

wellsfargo.com

September 14, 2017

Muriel W. Clarkin
4925 Lacross Rd. Ste. 215
North Charleston, SC 29406

Subject: Requested documents enclosed for account number XXXXXX[redacted]1998

Dear Muriel W. Clarkin:

We're writing about your request for documents for the account shown above. We've enclosed all available transaction history, along with any available statements we have for your account for the timeframe you have requested.

We're here to help
You can access and manage your account online by visiting us at wellsfargo.com. If you have any questions or need further assistance, please call us at 1-866-HE-WELLS (1-866-439-3557), Monday through Friday, 8:00 a.m. to 10:00 p.m., or Saturday, 9:00 a.m. to 4:00 p.m. Eastern Time.

Thank you. We appreciate your business.

Wells Fargo Home Equity Servicing Operations

Enclosure

Wells Fargo Home Equity is a division of Wells Fargo Bank, N.A.
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WELLS FARGO

Transaction Statement

Wachovia Account Number: [redacted]9135 **Wells Fargo Account Number** [redacted]1998

Transaction History

MURIEL W CLARKIN
4925 LACROSS RD STE 215
NORTH CHARLESTON, SC 294066513

Statement Period: 03/15/2011 - 09/06/2017

STATEMENT SUMMARY

Original Balance		**AUX Number:**	
Current Balance	$131,237.90	**Statement Date:**	September 14, 2017
Note Date:	07/17/2006		
Product	LCA		

TRANSACTIONS

Proc Date	Eff Date	Tran Code	Action	Interest	Principal	Misc 1	Misc 2	Misc 3	Escrow	Total Pmt	Prin Bal
03/15/2011	03/15/2011	46 R	Debit Adjustment	$0.00	$141,767.17	$0.00	$0.00	$0.00	$0.00	$0.00	$141,787.17
03/15/2011	03/15/2011	46 P	Debit Adjustment	$520.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$141,767.17
04/08/2011	04/08/2011	30 A	Payment	($520.98)	($294.02)	$0.00	$0.00	$0.00	$0.00	$815.00	$141,473.15
05/09/2011	05/08/2011	30 A	Payment	($519.47)	($292.53)	$0.00	$0.00	$0.00	$0.00	$812.00	$141,180.62
06/08/2011	06/04/2011	30 A	Payment	($518.35)	($293.65)	$0.00	$0.00	$0.00	$0.00	$812.00	$140,886.97
07/05/2011	07/02/2011	30 A	Payment	($517.23)	($294.77)	$0.00	$0.00	$0.00	$0.00	$812.00	$140,592.20
08/03/2011	08/03/2011	30 A	Payment	($516.06)	($295.94)	$0.00	$0.00	$0.00	$0.00	$812.00	$140,296.26
09/06/2011	09/04/2011	30 A	Payment	($515.01)	($299.99)	$0.00	$0.00	$0.00	$0.00	$815.00	$139,996.27
10/04/2011	10/04/2011	30 A	Payment	($513.97)	($298.03)	$0.00	$0.00	$0.00	$0.00	$812.00	$139,698.24
11/07/2011	11/06/2011	30 A	Payment	($512.86)	($299.14)	$0.00	$0.00	$0.00	$0.00	$812.00	$139,399.10
12/01/2011	12/01/2011	30 A	Payment	($511.86)	($300.14)	$0.00	$0.00	$0.00	$0.00	$812.00	$139,098.96
01/11/2012	01/10/2012	30 A	Payment	($510.58)	($301.44)	$0.00	$0.00	$0.00	$0.00	$812.00	$138,797.52
02/07/2012	02/07/2012	30 A	Payment	($509.77)	($305.23)	$0.00	$0.00	$0.00	$0.00	$815.00	$138,492.29
03/08/2012	03/07/2012	30 A	Payment	($508.61)	($306.39)	$0.00	$0.00	$0.00	$0.00	$815.00	$138,185.90
04/09/2012	04/07/2012	30 A	Payment	($507.44)	($307.56)	$0.00	$0.00	$0.00	$0.00	$815.00	$137,878.34
05/07/2012	05/04/2012	30 A	Payment	($506.34)	($305.66)	$0.00	$0.00	$0.00	$0.00	$812.00	$137,572.68
06/08/2012	06/05/2012	30 A	Payment	($505.08)	($309.92)	$0.00	$0.00	$0.00	$0.00	$815.00	$137,262.76
07/05/2012	07/05/2012	30 A	Payment	($504.01)	($307.99)	$0.00	$0.00	$0.00	$0.00	$812.00	$136,954.77
08/06/2012	08/05/2012	30 A	Payment	($502.85)	($309.15)	$0.00	$0.00	$0.00	$0.00	$812.00	$136,645.62
09/10/2012	09/10/2012	30 A	Payment	($501.72)	($310.28)	$0.00	$0.00	$0.00	$0.00	$812.00	$136,335.34
10/09/2012	10/08/2012	30 A	Payment	($500.80)	($99.20)	$0.00	$0.00	$0.00	$0.00	$600.00	$136,236.14
11/05/2012	11/03/2012	30 A	Payment	($499.76)	($12.24)	$0.00	$0.00	$0.00	$0.00	$512.00	$136,223.90
12/04/2012	12/02/2012	30 A	Payment	($499.51)	($12.49)	$0.00	$0.00	$0.00	$0.00	$512.00	$136,211.41
01/07/2013	01/04/2013	30 A	Payment	($499.46)	($12.54)	$0.00	$0.00	$0.00	$0.00	$512.00	$136,198.87
02/08/2013	02/05/2013	30 A	Payment	($499.42)	($15.58)	$0.00	$0.00	$0.00	$0.00	$515.00	$136,183.29
03/11/2013	03/02/2013	30 A	Payment	($499.37)	($12.63)	$0.00	$0.00	$0.00	$0.00	$512.00	$136,170.66
04/01/2013	03/29/2013	30 A	Payment	($499.31)	($12.69)	$0.00	$0.00	$0.00	$0.00	$512.00	$136,157.97

05/03/2013	05/02/2013	30 A	Payment	($499.26)	($12.74)	$0.00	$0.00	$0.00	$0.00	$512.00	$136,145.23
06/01/2013	05/31/2013	30 A	Payment	($499.22)	($12.78)	$0.00	$0.00	$0.00	$0.00	$512.00	$136,132.45
07/09/2013	07/08/2013	30 A	Payment	($499.17)	($300.83)	$0.00	$0.00	$0.00	$0.00	$800.00	$135,831.62
08/12/2013	08/09/2013	30 A	Payment	($498.83)	($301.17)	$0.00	$0.00	$0.00	$0.00	$800.00	$135,530.45
09/10/2013	09/09/2013	30 A	Payment	($497.76)	($17.24)	$0.00	$0.00	$0.00	$0.00	$515.00	$135,513.21
10/10/2013	10/10/2013	30 A	Payment	($496.93)	($303.07)	$0.00	$0.00	$0.00	$0.00	$800.00	$135,210.14
11/13/2013	11/13/2013	30 A	Payment	($496.63)	($303.37)	$0.00	$0.00	$0.00	$0.00	$800.00	$134,906.77
12/10/2013	12/09/2013	30 A	Payment	($495.65)	($54.35)	$0.00	$0.00	$0.00	$0.00	$550.00	$134,852.42
01/13/2014	01/10/2014	30 A	Payment	($494.60)	($55.40)	$0.00	$0.00	$0.00	$0.00	$550.00	$134,797.02
02/10/2014	02/07/2014	30 A	Payment	($494.41)	($305.59)	$0.00	$0.00	$0.00	$0.00	$800.00	$134,491.43
03/05/2014	03/05/2014	30 A	Payment	($493.97)	($306.03)	$0.00	$0.00	$0.00	$0.00	$800.00	$134,185.40
04/04/2014	04/04/2014	30 A	Payment	($492.67)	($307.33)	$0.00	$0.00	$0.00	$0.00	$800.00	$133,878.07
04/25/2014	04/25/2014	46 A	Advance	$0.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$148,878.07
05/05/2014	05/02/2014	30 A	Payment	($491.54)	($308.46)	$0.00	$0.00	$0.00	$0.00	$800.00	$148,569.61
05/12/2014	05/10/2014	30 A	Payment	$0.00	($207.83)	$0.00	$0.00	$0.00	$0.00	$207.83	$148,361.78
06/04/2014	06/03/2014	30 A	Payment	($529.19)	($270.81)	$0.00	$0.00	$0.00	$0.00	$800.00	$148,090.97
06/10/2014	06/10/2014	30 A	Payment	$0.00	($207.83)	$0.00	$0.00	$0.00	$0.00	$207.83	$147,883.14
07/10/2014	07/10/2014	30 A	Payment	($543.37)	$0.00	$0.00	$0.00	$0.00	$0.00	$543.37	$147,883.14
07/15/2014	07/15/2014	30 A	Payment	$0.00	($515.00)	$0.00	$0.00	$0.00	$0.00	$515.00	$147,368.14
07/18/2014	07/10/2014	46 2	Charge Assessment	$0.00	$0.00	$20.00	$0.00	$0.00	$0.00	$0.00	$147,368.14
07/18/2014	07/10/2014	40 A	Payment Reversal	$543.37	$0.00	$0.00	$0.00	$0.00	$0.00	$543.37	$147,368.14
07/18/2014	07/15/2014	46 P	Debit Adjustment	$0.12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$147,368.14
07/18/2014	07/15/2014	40 A	Payment Reversal	$0.00	$515.00	$0.00	$0.00	$0.00	$0.00	$515.00	$147,883.14
07/18/2014	07/15/2014	30 A	Payment	($515.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$515.00	$147,883.14
07/21/2014	07/21/2014	30 A	Payment	($542.11)	$0.00	$0.00	$0.00	$0.00	$0.00	$542.11	$147,883.14
08/11/2014	08/08/2014	30 2	Payment Fees	$0.00	$0.00	($20.00)	$0.00	$0.00	$0.00	$0.00	$147,883.14
08/11/2014	08/08/2014	30 A	Payment	($28.37)	($751.63)	$0.00	$0.00	$0.00	$0.00	$800.00	$147,131.51
09/03/2014	09/03/2014	30 A	Payment	($515.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$515.00	$147,131.51
10/03/2014	10/03/2014	30 A	Payment	($565.91)	($134.09)	$0.00	$0.00	$0.00	$0.00	$700.00	$146,997.42
11/10/2014	11/07/2014	30 A	Payment	($539.26)	($60.74)	$0.00	$0.00	$0.00	$0.00	$600.00	$146,936.68
12/05/2014	12/05/2014	30 I	Payment	$0.00	($600.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$146,336.68
01/05/2015	01/02/2015	30 A	Payment	($550.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$550.00	$146,336.68
02/18/2015	02/18/2015	30 A	Payment	($800.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$800.00	$146,336.68
03/10/2015	03/10/2015	30 A	Payment	($273.12)	$0.00	$0.00	$0.00	$0.00	$0.00	$273.12	$146,336.68
03/10/2015	03/10/2015	30 I	Payment	$0.00	($526.88)	$0.00	$0.00	$0.00	$0.00	$0.00	$145,809.80
04/07/2015	04/07/2015	30 A	Payment	($536.13)	$0.00	$0.00	$0.00	$0.00	$0.00	$536.13	$145,809.80
04/07/2015	04/07/2015	30 I	Payment	$0.00	($163.87)	$0.00	$0.00	$0.00	$0.00	$0.00	$145,645.93
05/05/2015	05/05/2015	30 A	Payment	($534.45)	$0.00	$0.00	$0.00	$0.00	$0.00	$534.45	$145,645.93
05/05/2015	05/05/2015	30 I	Payment	$0.00	($165.55)	$0.00	$0.00	$0.00	$0.00	$0.00	$145,480.38
06/04/2015	06/04/2015	30 A	Payment	($510.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$510.00	$145,480.38
07/14/2015	07/12/2015	30 A	Payment	($52.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$52.00	$145,480.38
07/14/2015	07/12/2015	30 A	Payment	($481.77)	$0.00	$0.00	$0.00	$0.00	$0.00	$481.77	$145,480.38
08/10/2015	08/07/2015	30 A	Payment	($481.77)	$0.00	$0.00	$0.00	$0.00	$0.00	$481.77	$145,480.38
08/18/2015	08/17/2015	30 A	Payment	($52.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$52.00	$145,480.38
09/08/2015	09/08/2015	30 A	Payment	($52.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$52.00	$145,480.38
09/15/2015	09/15/2015	30 A	Payment	($481.77)	$0.00	$0.00	$0.00	$0.00	$0.00	$481.77	$145,480.38
10/13/2015	10/10/2015	30 A	Payment	($51.74)	$0.00	$0.00	$0.00	$0.00	$0.00	$51.74	$145,480.38
10/13/2015	10/10/2015	30 A	Payment	($481.68)	$0.00	$0.00	$0.00	$0.00	$0.00	$481.68	$145,480.38
10/30/2015	10/30/2015	30 A	Payment	($51.74)	$0.00	$0.00	$0.00	$0.00	$0.00	$51.74	$145,480.38
11/09/2015	11/09/2015	30 A	Payment	($481.77)	$0.00	$0.00	$0.00	$0.00	$0.00	$481.77	$145,480.38
11/30/2015	11/28/2015	30 A	Payment	($464.52)	$0.00	$0.00	$0.00	$0.00	$0.00	$464.52	$145,480.38

12/08/2015	12/07/2015	30 A	Payment	($481.68)	$0.00	$0.00	$0.00	$0.00	$0.00	$481.68	$145,480.38
12/10/2015	12/10/2015	30 A	Payment	($90.28)	$0.00	$0.00	$0.00	$0.00	$0.00	$90.28	$145,480.38
12/10/2015	12/10/2015	30 A	Payment	($46.35)	($5.39)	$0.00	$0.00	$0.00	$0.00	$51.74	$145,474.99
01/11/2016	01/09/2016	30 A	Payment	($481.68)	$0.00	$0.00	$0.00	$0.00	$0.00	$481.68	$145,474.99
01/11/2016	01/09/2016	30 A	Payment	($51.74)	($38.52)	$0.00	$0.00	$0.00	$0.00	$90.26	$145,436.47
01/11/2016	01/09/2016	30 A	Payment	$0.00	($51.74)	$0.00	$0.00	$0.00	$0.00	$51.74	$145,384.73
02/08/2016	02/08/2016	30 A	Payment	($87.33)	$0.00	$0.00	$0.00	$0.00	$0.00	$87.33	$145,384.73
02/08/2016	02/08/2016	30 A	Payment	($54.67)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.67	$145,384.73
02/08/2016	02/08/2016	30 A	Payment	($421.60)	($87.33)	$0.00	$0.00	$0.00	$0.00	$508.93	$145,297.40
03/07/2016	03/07/2016	30 A	Payment	($508.61)	$0.00	$0.00	$0.00	$0.00	$0.00	$508.61	$145,297.40
03/14/2016	03/14/2016	30 A	Payment	($54.64)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.64	$145,297.40
03/15/2016	03/14/2016	30 A	Payment	$0.00	($87.36)	$0.00	$0.00	$0.00	$0.00	$87.36	$145,210.04
04/11/2016	04/09/2016	30 A	Payment	($54.61)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.61	$145,210.04
04/12/2016	04/09/2016	30 A	Payment	($87.39)	$0.00	$0.00	$0.00	$0.00	$0.00	$87.39	$145,210.04
04/14/2016	04/14/2016	30 A	Payment	($420.99)	($87.39)	$0.00	$0.00	$0.00	$0.00	$508.38	$145,122.65
05/06/2016	05/06/2016	30 A	Payment	($54.58)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.58	$145,122.65
05/09/2016	05/06/2016	30 A	Payment	($87.42)	$0.00	$0.00	$0.00	$0.00	$0.00	$87.42	$145,122.65
05/12/2016	05/12/2016	30 A	Payment	($420.66)	($87.42)	$0.00	$0.00	$0.00	$0.00	$508.08	$145,035.23
05/16/2016	02/25/2016	46 2	Charge Assessment	$0.00	$0.00	$1,311.00	$0.00	$0.00	$0.00	$0.00	$145,035.23
06/13/2016	06/10/2016	30 A	Payment	($54.54)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.54	$145,035.23
06/13/2016	06/12/2016	30 A	Payment	($507.75)	$0.00	$0.00	$0.00	$0.00	$0.00	$507.75	$145,035.23
08/14/2016	08/10/2016	30 2	Payment Fees	$0.00	$0.00	($87.46)	$0.00	$0.00	$0.00	$0.00	$145,035.23
08/14/2016	08/10/2016	30 A	Payment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$87.46	$145,035.23
07/11/2016	07/11/2016	30 A	Payment	($54.51)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.51	$145,035.23
07/12/2016	07/11/2016	30 A	Payment	($507.50)	$0.00	$0.00	$0.00	$0.00	$0.00	$507.50	$145,035.23
07/12/2016	07/11/2016	30 A	Payment	$0.00	($87.49)	$0.00	$0.00	$0.00	$0.00	$87.49	$144,947.74
08/08/2016	08/08/2016	30 A	Payment	($54.51)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.51	$144,947.74
08/09/2016	08/06/2016	30 A	Payment	($87.49)	$0.00	$0.00	$0.00	$0.00	$0.00	$87.49	$144,947.74
08/11/2016	08/10/2016	30 2	Payment Fees	$0.00	$0.00	($87.49)	$0.00	$0.00	$0.00	$0.00	$144,947.74
08/11/2016	08/10/2016	30 A	Payment	($419.92)	$0.00	$0.00	$0.00	$0.00	$0.00	$507.41	$144,947.74
09/12/2016	09/09/2016	30 A	Payment	($54.48)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.48	$144,947.74
09/13/2016	09/13/2016	30 A	Payment	($507.19)	$0.00	$0.00	$0.00	$0.00	$0.00	$507.19	$144,947.74
09/13/2016	09/10/2016	30 A	Payment	$0.00	($87.52)	$0.00	$0.00	$0.00	$0.00	$87.52	$144,860.22
10/07/2016	10/06/2016	30 A	Payment	($87.52)	$0.00	$0.00	$0.00	$0.00	$0.00	$87.52	$144,860.22
10/07/2016	10/06/2016	30 A	Payment	($54.48)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.48	$144,860.22
10/17/2016	10/16/2016	30 2	Payment Fees	$0.00	$0.00	($87.52)	$0.00	$0.00	$0.00	$0.00	$144,860.22
10/17/2016	10/16/2016	30 A	Payment	($419.60)	$0.00	$0.00	$0.00	$0.00	$0.00	$507.12	$144,860.22
11/07/2016	11/07/2016	30 A	Payment	($54.45)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.45	$144,860.22
11/08/2016	11/07/2016	30 A	Payment	($87.55)	$0.00	$0.00	$0.00	$0.00	$0.00	$87.55	$144,860.22
11/14/2016	11/10/2016	30 2	Payment Fees	$0.00	$0.00	($87.55)	$0.00	$0.00	$0.00	$0.00	$144,860.22
11/14/2016	11/10/2016	30 A	Payment	($419.33)	$0.00	$0.00	$0.00	$0.00	$0.00	$506.88	$144,860.22
12/09/2016	12/08/2016	30 A	Payment	($54.45)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.45	$144,860.22
12/12/2016	12/09/2016	30 A	Payment	($87.55)	$0.00	$0.00	$0.00	$0.00	$0.00	$87.55	$144,860.22
12/15/2016	12/14/2016	30 2	Payment Fees	$0.00	$0.00	($87.55)	$0.00	$0.00	$0.00	$0.00	$144,860.22
12/15/2016	12/14/2016	30 A	Payment	($419.33)	$0.00	$0.00	$0.00	$0.00	$0.00	$506.88	$144,860.22
01/09/2017	01/09/2017	30 A	Payment	($87.55)	$0.00	$0.00	$0.00	$0.00	$0.00	$87.55	$144,860.22
01/09/2017	01/09/2017	30 A	Payment	($54.45)	$0.00	$0.00	$0.00	$0.00	$0.00	$54.45	$144,860.22
01/17/2017	01/15/2017	30 2	Payment Fees	$0.00	$0.00	($87.55)	$0.00	$0.00	$0.00	$0.00	$144,860.22
01/17/2017	01/15/2017	30 A	Payment	($419.33)	$0.00	$0.00	$0.00	$0.00	$0.00	$506.88	$144,860.22
02/09/2017	02/09/2017	30 A	Payment	($57.37)	$0.00	$0.00	$0.00	$0.00	$0.00	$57.37	$144,860.22
02/10/2017	02/09/2017	30 A	Payment	($84.63)	$0.00	$0.00	$0.00	$0.00	$0.00	$84.63	$144,860.22

02/20/2017	02/20/2017	46 L	Late Charge	$0.00	$0.00	$13.00	$0.00	$0.00	$0.00	$0.00	$144,860.22
02/21/2017	02/19/2017	36 L	Late Charge Waived	$0.00	$0.00	($13.00)	$0.00	$0.00	$0.00	$0.00	$144,860.22
02/21/2017	02/19/2017	30 A	Payment	($534.14)	$0.00	$0.00	$0.00	$0.00	$0.00	$534.14	$144,860.22
02/24/2017	02/24/2017	36 2	Fee Waiver	$0.00	$0.00	($785.88)	$0.00	$0.00	$0.00	$0.00	$144,860.22
02/24/2017	02/24/2017	30 I	Payment	$0.00	($525.12)	$0.00	$0.00	$0.00	$0.00	$0.00	$144,335.10
03/13/2017	03/10/2017	30 A	Payment	($84.63)	$0.00	$0.00	$0.00	$0.00	$0.00	$84.63	$144,335.10
03/13/2017	03/10/2017	30 A	Payment	($57.37)	$0.00	$0.00	$0.00	$0.00	$0.00	$57.37	$144,335.10
03/20/2017	03/17/2017	30 A	Payment	($534.14)	$0.00	$0.00	$0.00	$0.00	$0.00	$534.14	$144,335.10
03/27/2017	03/24/2017	30 A	Payment	($420.80)	($13,097.20)	$0.00	$0.00	$0.00	$0.00	$13,518.00	$131,237.90
04/21/2017	04/20/2017	30 A	Payment	($534.13)	$0.00	$0.00	$0.00	$0.00	$0.00	$534.13	$131,237.90
06/20/2017	06/20/2017	46 L	Late Charge	$0.00	$0.00	$13.00	$0.00	$0.00	$0.00	$0.00	$131,237.90
07/20/2017	07/20/2017	46 L	Late Charge	$0.00	$0.00	$13.00	$0.00	$0.00	$0.00	$0.00	$131,237.90
08/07/2017	08/08/2017	30 A	Payment	($1,220.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$1,220.00	$131,237.90
08/20/2017	08/20/2017	46 L	Late Charge	$0.00	$0.00	$13.00	$0.00	$0.00	$0.00	$0.00	$131,237.90
09/06/2017	09/08/2017	30 A	Payment	($1,087.58)	$0.00	$0.00	$0.00	$0.00	$0.00	$1,087.58	$131,237.90
09/07/2017	09/06/2017	30 A	Payment	($39.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$39.00	$131,237.90

Back

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	03/14/11
Number of days in billing cycle:	32
Beginning balance	$142,579.17
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	520.98
Balance 03/14/11	$142,288.15

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $7,711.00 Available cash: $7,711.00

Payment due date	April 10, 2011
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$141,957.40	0.367%	$520.98	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
03/04	03/04	7438654220TBS9JJ7	PAYMENT - THANK YOU	- 812.00
03/14	03/14		*FINANCE CHARGE*	520.98

Important Information

*TOTAL *FINANCE CHARGE* PAID IN 2010 $5833.78*

THE TOTAL FINANCE CHARGES NOTED ABOVE DO NOT INCLUDE LATE CHARGES PAID THAT WILL BE INCLUDED ON YOUR FORM 1098 MORTGAGE INTEREST STATEMENT. YOUR 1098 MORTGAGE INTEREST STATEMENT WILL BE MAILED BY JANUARY 31, 2011.

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

Payment Coupon

[redacted]9135 3

Account number	[redacted]9135
Balance 03/14/11	$142,288.15
Payment due date	April 10, 2011
NEW MINIMUM PAYMENT DUE	**$0.00**

005035 AD 0314 7 010033
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 092

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	02/10/11
Number of days in billing cycle:	28
Beginning balance	$142,869.05
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	522.12
Balance 02/10/11	$142,579.17

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $7,420.00

Cash limit: $150,000.00
Available cash: $7,420.00

Payment due date	March 9, 2011
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$142,286.19	0.367%	$522.12	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
02/03	02/03	74386541 21JMMWWH5	PAYMENT - THANK YOU	-812.00
02/10	02/10		*FINANCE CHARGE*	522.12

Important Information

*TOTAL *FINANCE CHARGE* PAID IN 2010 $5833.78*

THE TOTAL FINANCE CHARGES NOTED ABOVE DO NOT INCLUDE LATE CHARGES PAID THAT WILL BE INCLUDED ON YOUR FORM 1098 MORTGAGE INTEREST STATEMENT. YOUR 1098 MORTGAGE INTEREST STATEMENT WILL BE MAILED BY JANUARY 31, 2011.

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

Payment Coupon

[redacted]9135 0

Account number	[redacted]9135
Balance 02/10/11	$142,579.17
Payment due date	March 9, 2011
NEW MINIMUM PAYMENT DUE	**$0.00**

005100 AD 0210 7 010168
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 093

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	**01/12/11**
Number of days in billing cycle:	30
Beginning balance	$143,157.87
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	523.18
Balance 01/12/11	$142,869.05

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $7,130.00

Cash limit: $150,000.00
Available cash: $7,130.00

Payment due date	February 8, 2011
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	**FINANCE CHARGES**	**ANNUAL PERCENTAGE RATE**
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$142,556.98	0.367%	$523.18	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
01/05	01/05	74386540512GW0M8J	PAYMENT - THANK YOU	- 812.00
01/12	01/12		*FINANCE CHARGE*	523.18

Important Information

TOTAL 'FINANCE CHARGE' PAID IN 2010 $5833.78

THE TOTAL FINANCE CHARGES NOTED ABOVE DO NOT INCLUDE LATE CHARGES PAID THAT WILL BE INCLUDED ON YOUR FORM 1098 MORTGAGE INTEREST STATEMENT. YOUR 1098 MORTGAGE INTEREST STATEMENT WILL BE MAILED BY JANUARY 31, 2011.

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

Payment Coupon

[redacted]9135 3

Account number	[redacted]9135
Balance 01/12/11	$142,869.05
Payment due date	February 8, 2011
NEW MINIMUM PAYMENT DUE	**$0.00**

005149 AD 0112 7 010258
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 094

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	**12/13/10**
Number of days in billing cycle:	33
Beginning balance	$143,445.73
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	524.14
Balance 12/13/10	$143,157.87

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $6,842.00

Cash limit: $150,000.00
Available cash: $6,842.00

Payment due date	January 9, 2011
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$142,816.18	0.367%	$524.14	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
12/02	12/02	7438654P017KY72BQ	PAYMENT - THANK YOU	- 812.00
12/13	12/13		*FINANCE CHARGE*	524.14

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

WITH INTEREST-ONLY PAYMENTS, YOU DO NOT REDUCE YOUR PRINCIPAL BALANCE UNLESS YOU VOLUNTARILY MAKE PRINCIPAL PAYMENTS DURING THE INTEREST-ONLY PERIOD. AT THE END OF YOUR INTEREST-ONLY PERIOD, YOU WILL BE REQUIRED TO PAY DOWN PRINCIPAL, WHICH MAY INCREASE YOUR PAYMENT AMOUNT SUBSTANTIALLY.

FOR VARIABLE RATE LINES OF CREDIT, PERIODIC RATES MAY VARY, IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT.

Payment Coupon

[redacted]9135 5

Account number	[redacted]9135
Balance 12/13/10	$143,157.87
Payment due date	January 9, 2011
NEW MINIMUM PAYMENT DUE	**$0.00**

003759 AD 1213 7 003759
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 095

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	**11/10/10**
Number of days in billing cycle:	29
Beginning balance	$143,732.45
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	525.28
Balance 11/10/10	$143,445.73

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $6,554.00 Available cash: $6,554.00

Payment due date	December 7, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$143,127.47	0.367%	$525.28	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
11/03	11/03	7438654N31BZDZY67	PAYMENT - THANK YOU	-812.00
11/10	11/10		*FINANCE CHARGE*	525.28

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

Payment Coupon

[redacted]9135 7

Account number	[redacted]-9135
Balance 11/10/10	$143,445.73
Payment due date	December 7, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

009312 AD 1110 7 009312
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 096

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	**10/12/10**
Number of days in billing cycle:	29
Beginning balance	$144,018.34
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	526.11
Balance 10/12/10	$143,732.45

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $6,267.00

Cash limit: $150,000.00
Available cash: $6,267.00

Payment due date	November 8, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$143,353.66	0.367%	$526.11	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
09/29	09/29	7438654M0091SWB00	PAYMENT - THANK YOU	- 812.00
10/12	10/12		"FINANCE CHARGE"	526.11

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

WITH INTEREST-ONLY PAYMENTS, YOU DO NOT REDUCE YOUR PRINCIPAL BALANCE UNLESS YOU VOLUNTARILY MAKE PRINCIPAL PAYMENTS DURING THE INTEREST-ONLY PERIOD. AT THE END OF YOUR INTEREST-ONLY PERIOD, YOU WILL BE REQUIRED TO PAY DOWN PRINCIPAL, WHICH MAY INCREASE YOUR PAYMENT AMOUNT SUBSTANTIALLY.

FOR VARIABLE RATE LINES OF CREDIT, PERIODIC RATES MAY VARY, IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT.

Payment Coupon

[redacted]9135 8

Account number	[redacted]-9135
Balance 10/12/10	$143,732.45
Payment due date	November 8, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

007071 AD 1012 7 007071
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 98074
CHARLOTTE, NC 28298-0074

RECORD 097

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	09/13/10
Number of days in billing cycle:	32
Beginning balance	$144,303.17
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	527.17
Balance 09/13/10	$144,018.34

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $5,981.00

Cash limit: $150,000.00
Available cash: $5,981.00

Payment due date	October 10, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$143,641.88	0.367%	$527.17	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
08/30	08/30	7438654L210GQANM5	PAYMENT - THANK YOU	-812.00
09/13	09/13		*FINANCE CHARGE*	527.17

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

WITH INTEREST-ONLY PAYMENTS, YOU DO NOT REDUCE YOUR PRINCIPAL BALANCE UNLESS YOU VOLUNTARILY MAKE PRINCIPAL PAYMENTS DURING THE INTEREST-ONLY PERIOD. AT THE END OF YOUR INTEREST-ONLY PERIOD, YOU WILL BE REQUIRED TO PAY DOWN PRINCIPAL, WHICH MAY INCREASE YOUR PAYMENT AMOUNT SUBSTANTIALLY.

FOR VARIABLE RATE LINES OF CREDIT, PERIODIC RATES MAY VARY, IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT.

Payment Coupon

[redacted]9135 7

Account number	[redacted]-9135
Balance 09/13/10	$144,018.34
Payment due date	October 10, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

010048 AD 0613 7 010048
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 098

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	08/12/10
Number of days in billing cycle:	30
Beginning balance	$144,586.86
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	528.31
Balance 08/12/10	$144,303.17

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $5,696.00 Available cash: $5,696.00

Payment due date	September 8, 2010
NEW MINIMUM PAYMENT DUE	$0.00

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$143,953.98	0.367%	$528.31	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
08/02	08/02	7438654K61D9QF564	PAYMENT - THANK YOU	-812.00
08/12	08/12		*FINANCE CHARGE*	528.31

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

WITH INTEREST-ONLY PAYMENTS, YOU DO NOT REDUCE YOUR PRINCIPAL BALANCE UNLESS YOU VOLUNTARILY MAKE PRINCIPAL PAYMENTS DURING THE INTEREST-ONLY PERIOD. AT THE END OF YOUR INTEREST-ONLY PERIOD, YOU WILL BE REQUIRED TO PAY DOWN PRINCIPAL, WHICH MAY INCREASE YOUR PAYMENT AMOUNT SUBSTANTIALLY.

FOR VARIABLE RATE LINES OF CREDIT, PERIODIC RATES MAY VARY, IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT.

Payment Coupon

[redacted]9135 5

Account number	[redacted]-9135
Balance 08/12/10	$144,303.17
Payment due date	September 8, 2010
NEW MINIMUM PAYMENT DUE	$0.00

007220 AD 0812 7 007220
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 099

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	**07/13/10**
Number of days in billing cycle:	32
Beginning balance	$144,869.65
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	529.21
Balance 07/13/10	$144,586.86

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $5,413.00 Available cash: $5,413.00

Payment due date	August 9, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$144,198.41	0.367%	$529.21	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
06/28	06/28	7438654J30H534BZW	PAYMENT - THANK YOU	- 812.00
07/13	07/13		"FINANCE CHARGE"	529.21

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

WITH INTEREST-ONLY PAYMENTS, YOU DO NOT REDUCE YOUR PRINCIPAL BALANCE UNLESS YOU VOLUNTARILY MAKE PRINCIPAL PAYMENTS DURING THE INTEREST-ONLY PERIOD. AT THE END OF YOUR INTEREST-ONLY PERIOD, YOU WILL BE REQUIRED TO PAY DOWN PRINCIPAL, WHICH MAY INCREASE YOUR PAYMENT AMOUNT SUBSTANTIALLY.

FOR VARIABLE RATE LINES OF CREDIT, PERIODIC RATES MAY VARY, IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT.

Payment Coupon

[redacted]9135 L

Account number	[redacted]9135
Balance 07/13/10	$144,586.86
Payment due date	August 9, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

004158 AD 0713 7 004158
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 100

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	**06/11/10**
Number of days in billing cycle:	30
Beginning balance	$145,151.17
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	530.48
Balance 06/11/10	$144,869.65

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $5,130.00 Available cash: $5,130.00

Payment due date	July 8, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$144,544.84	0.367%	$530.48	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
06/04	06/04	7438654HB1FN67TJK	PAYMENT - THANK YOU	- 812.00
06/11	06/11		"FINANCE CHARGE"	530.48

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

WITH INTEREST-ONLY PAYMENTS, YOU DO NOT REDUCE YOUR PRINCIPAL BALANCE UNLESS YOU VOLUNTARILY MAKE PRINCIPAL PAYMENTS DURING THE INTEREST-ONLY PERIOD. AT THE END OF YOUR INTEREST-ONLY PERIOD, YOU WILL BE REQUIRED TO PAY DOWN PRINCIPAL, WHICH MAY INCREASE YOUR PAYMENT AMOUNT SUBSTANTIALLY.

FOR VARIABLE RATE LINES OF CREDIT, PERIODIC RATES MAY VARY, IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT.

Payment Coupon

[redacted]9135 9

Account number	[redacted]9135
Balance 06/11/10	$144,869.65
Payment due date	July 8, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

007559 AD 0811 7 007559
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	**05/12/10**
Number of days in billing cycle:	29
Beginning balance	$145,431.64
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	531.53
Balance 05/12/10	$145,151.17

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $4,848.00 Available cash: $4,848.00

Payment due date	June 8, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$144,831.83	0.367%	$531.53	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
05/06	05/06	7438654GE1TG4Z5ZX	PAYMENT - THANK YOU	- 812.00
05/12	05/12		*FINANCE CHARGE*	531.53

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

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FOR VARIABLE RATE LINES OF CREDIT, PERIODIC RATES MAY VARY, IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT.

Payment Coupon

[redacted]9135 7

Account number	[redacted]-9135
Balance 05/12/10	$145,151.17
Payment due date	June 8, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

007580 AD 0512 7 007580
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 102

WELLS FARGO

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WELLS FARGO BANK, N.A.

Account Summary

Closing Date:	**04/13/10**
Number of days in billing cycle:	32
Beginning balance	$145,711.35
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	532.29
Balance 04/13/10	$145,431.64

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $4,568.00

Cash limit: $150,000.00
Available cash: $4,568.00

Payment due date	May 10, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$145,038.68	0.367%	$532.29	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
03/29	03/29	7438654F80YHT764M	PAYMENT - THANK YOU	- 812.00
04/13	04/13		*FINANCE CHARGE*	532.29

News From Wachovia

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

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FOR VARIABLE RATE LINES OF CREDIT, PERIODIC RATES MAY VARY, IN ACCORDANCE WITH THE TERMS OF YOUR AGREEMENT.

Payment Coupon

[redacted]1135 5

Account number	[redacted]9135
Balance 04/13/10	$145,431.64
Payment due date	May 10, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

010034 AD 0419 7 015882
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WELLS FARGO BANK N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 103

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**03/12/10**
Number of days in billing cycle:	30
Beginning balance	$145,989.83
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	533.52
Balance 03/12/10	$145,711.35

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $4,288.00

Cash limit: $150,000.00
Available cash: $4,288.00

Payment due date	April 8, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	**FINANCE CHARGES**	**ANNUAL PERCENTAGE RATE**
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$145,372.04	0.367%	$533.52	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
03/04	03/04	7438654EF03L25F91	PAYMENT - THANK YOU	- 812.00
03/12	03/12		*FINANCE CHARGE*	533.52

Important Information

TOTAL "FINANCE CHARGE" PAID IN 2009 $6230.06

News From Wachovia

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

THE TOTAL FINANCE CHARGES NOTED ABOVE DO NOT INCLUDE LATE CHARGES PAID THAT WILL BE INCLUDED ON YOUR FORM 1098 MORTGAGE INTEREST STATEMENT. YOUR 1099 MORTGAGE INTEREST STATEMENT WILL BE MAILED BY JANUARY 31, 2010.

Payment Coupon

[redacted]9135 8

Account number	[redacted]-9135
Balance 03/12/10	$145,711.35
Payment due date	April 8, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

009989 AD 0312 7 019899
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	02/10/10
Number of days in billing cycle:	28
Beginning balance	$146,267.28
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	534.55
Balance 02/10/10	$145,989.83

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $4,010.00 Available cash: $4,010.00

Payment due date	March 9, 2010
NEW MINIMUM PAYMENT DUE	$0.00

Rate Summary

	Average daily balance	Monthly periodic rate	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$145,652.80	0.367%	$534.55	4.400 %

Transactions

Transaction Date	Posting Date	Reference Number	Description	Amount
02/03	02/03	7438654DJ0QJ5MV60	PAYMENT - THANK YOU	-812.00
02/10	02/10		*FINANCE CHARGE*	534.55

Important Information

TOTAL "FINANCE CHARGE" PAID IN 2009 $5230.06

News From Wachovia

THE TOTAL FINANCE CHARGES NOTED ABOVE DO NOT INCLUDE LATE CHARGES PAID THAT WILL BE INCLUDED ON YOUR FORM 1098 MORTGAGE INTEREST STATEMENT. YOUR 1098 MORTGAGE INTEREST STATEMENT WILL BE MAILED BY JANUARY 31, 2010.

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

Payment Coupon

[redacted]9135 8

Account number	[redacted]9135
Balance 02/10/10	$145,989.83
Payment due date	March 9, 2010
NEW MINIMUM PAYMENT DUE	$0.00

008744 AD 0210 7 008744
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 98074
CHARLOTTE, NC 28296-0074

Inman000100

RECORD 105

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**01/13/10**
Number of days in billing cycle:	33
Beginning balance	$146,543.85
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	535.33
Balance 01/13/10	$146,267.28

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $3,732.00 Available cash: $3,732.00

Payment due date	February 9, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$145,865.65	0.367%	$535.33	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
12/28	12/28	7438654BA19ZX87DB	PAYMENT - THANK YOU	-812.00
01/13	01/13		*FINANCE CHARGE*	535.33

Important Information

TOTAL "FINANCE CHARGE" PAID IN 2009 $6230.06

News From Wachovia

THE TOTAL FINANCE CHARGES NOTED ABOVE DO NOT INCLUDE LATE CHARGES PAID THAT WILL BE INCLUDED ON YOUR FORM 1098 MORTGAGE INTEREST STATEMENT. YOUR 1098 MORTGAGE INTEREST STATEMENT WILL BE MAILED BY JANUARY 31, 2010.

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

Payment Coupon

[redacted]9135 8

Account number	[redacted]-9135
Balance 01/13/10	$146,267.28
Payment due date	February 9, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

008681 AD 0113 7 008681
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	12/11/09
Number of days in billing cycle:	30
Beginning balance	$146,819.50
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	536.45
Balance 12/11/09	$146,543.95

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $3,456.00

Cash limit: $150,000.00
Available cash: $3,456.00

Payment due date	January 7, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$146,172.29	0.367%	$536.45	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
11/30	11/30	7438654AE27RDKN2V	PAYMENT - THANK YOU	- 812.00
12/11	12/11		*FINANCE CHARGE*	536.45

News From Wachovia

IMPORTANT NOTICE ABOUT UNLAWFUL TRANSACTIONS: IF I HAVE CREDIT CARD ACCESS TO MY HOME EQUITY ACCOUNT, THE BANK RESERVES THE RIGHT TO DENY, OR TO WITHHOLD AUTHORIZATION OF, A TRANSACTION FROM A MERCHANT THAT APPEARS TO BE ENGAGING IN AN INTERNET GAMBLING BUSINESS OR THAT IDENTIFIES ITSELF THROUGH THE CREDIT CREDIT CARD TRANSACTION AS ENGAGING IN SUCH BUSINESS.

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME,YOUR LINE OF CREDIT MAY BE SUSPENDED OR CLOSED ACCORDING TO THE TERMS OF THE ACCOUNT AGREEMENT. FOR QUESTIONS, PLEASE CALL 800-249-3869.

Payment Coupon

[redacted]9135 1

Account number	[redacted]9135
Balance 12/11/09	$146,543.95
Payment due date	January 7, 2010
NEW MINIMUM PAYMENT DUE	**$0.00**

012588 AD 1211 7 020899
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 107

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**11/11/09**
Number of days in billing cycle:	28
Beginning balance	$147,094.16
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	537.34
Balance 11/11/09	$146,819.50

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $3,180.00

Cash limit: $150,000.00
Available cash: $3,180.00

Payment due date	December 8, 2009
NEW MINIMUM PAYMENT DUE	**$0.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$146,414.15	0.367%	$537.34	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
10/28	10/28	74386549D0ENR19A8	PAYMENT - THANK YOU	- 812.00
11/11	11/11		*FINANCE CHARGE*	537.34

News From Wachovia

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE OF CREDIT MAY BE SUSPENDED OR CLOSED ACCORDING TO THE TERMS OF THE ACCOUNT AGREEMENT. FOR QUESTIONS, PLEASE CALL 800-249-3869.

PLANNING TO PURCHASE A NEW HOME OR REFINANCING YOUR FIRST MORTGAGE? CALL US AT 866-550-1046 TO FIND OUT HOW TO RETAIN THE BENEFITS OF YOUR PRIME EQUITY LINE.

Payment Coupon

[redacted]9135 1

Account number	[redacted]9135
Balance 11/11/09	$146,819.50
Payment due date	December 8, 2009
NEW MINIMUM PAYMENT DUE	**$0.00**

008327 AD 1111 7 008327
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	10/13/09
Number of days in billing cycle:	32
Beginning balance	$147,367.58
Payments and credits	812.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	538.58
Balance 10/13/09	$147,094.16

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $2,905.00 Available cash: $2,905.00

Payment due date	November 9, 2009
NEW MINIMUM PAYMENT DUE	$208.29

Rate Summary

	Average daily balance	Monthly periodic rate	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$146,751.89	0.367%	$538.58	4.400 %

Transactions

Transaction Date	Posting Date	Reference Number	Description	Amount
10/05	10/05	74386548N0TYTW3G9	PAYMENT - THANK YOU	- 812.00
10/13	10/13		*FINANCE CHARGE*	538.58

News From Wachovia

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE OF CREDIT MAY BE SUSPENDED OR CLOSED ACCORDING TO THE TERMS OF THE ACCOUNT AGREEMENT. FOR QUESTIONS, PLEASE CALL 800-249-3869.

PLANNING TO PURCHASE A NEW HOME OR REFINANCING YOUR FIRST MORTGAGE? CALL US AT 866-550-1046 TO FIND OUT HOW TO RETAIN THE BENEFITS OF YOUR PRIME EQUITY LINE.

Payment Coupon

[redacted]9135 D

Account number	[redacted]9135
Balance 10/13/09	$147,094.16
Payment due date	November 9, 2009
NEW MINIMUM PAYMENT DUE	$208.29

008130 AD 1013 7 008130
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	09/11/09
Number of days in billing cycle:	30
Beginning balance	$147,360.91
Payments and credits	532.19
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	538.86
Balance 09/11/09	$147,367.58

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $2,632.00 Available cash: $2,632.00

Payment due date	October 8, 2009
NEW MINIMUM PAYMENT DUE	**$481.71**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$146,828.72	0.367%	$538.86	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
08/31	08/31	74386547KOREPH11Y	PAYMENT - THANK YOU	- 532.19
09/11	09/11		*FINANCE CHARGE*	538.86

News From Wachovia

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE MAY BE SUSPENDED OR CLOSED ACCORDING TO THE TERMS OF THE LOAN AGREEMENT. IF YOU HAVE QUESTIONS, PLEASE CALL 800-249-3869.

Payment Coupon

[redacted]9135 7

Account number	[redacted]9135
Balance 09/11/09	$147,367.58
Payment due date	October 8, 2009
NEW MINIMUM PAYMENT DUE	**$481.71**

009853 AD 0911 7 005853
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	08/12/09
Number of days in billing cycle:	28
Beginning balance	$138,540.72
Payments and credits	512.00
Purchases and adjustments	0.00
Cash advances	8,800.00
FINANCE CHARGES	532.19
Balance 08/12/09	$147,360.91

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $2,639.00 Available cash: $2,639.00

Payment due date	September 6, 2009
NEW MINIMUM PAYMENT DUE	$475.04

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$145,011.56	0.367%	$532.19	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
07/21	07/21	74386546G09G73P6K	CASH ADVANCE	8,800.00
08/03	08/03	74386546P3PTEV15G	PAYMENT - THANK YOU	- 512.00
08/12	08/12		*FINANCE CHARGE*	532.19

News From Wachovia

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE MAY BE SUSPENDED OR CLOSED ACCORDING TO THE TERMS OF THE LOAN AGREEMENT. IF YOU HAVE QUESTIONS, PLEASE CALL 800-249-3869.

Payment Coupon

[redacted]9135 1

Account number	[redacted]9135
Balance 08/12/09	$147,360.91
Payment due date	September 6, 2009
NEW MINIMUM PAYMENT DUE	$475.04

009609 AD 0812 7 009609
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 111

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	07/14/09
Number of days in billing cycle:	33
Beginning balance	$138,546.12
Payments and credits	512.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	506.60
Balance 07/14/09	$138,540.72

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $11,459.00

Cash limit: $150,000.00
Available cash: $11,459.00

Payment due date	August 8, 2009
NEW MINIMUM PAYMENT DUE	**$454.85**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$136,036.89	0.367%	$506.60	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
06/29	06/29	74386545L3E0JRMJA	PAYMENT - THANK YOU	- 512.00
07/14	07/14		*FINANCE CHARGE*	506.60

News From Wachovia

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PLANNING TO PURCHASE A NEW HOME OR REFINANCING YOUR FIRST MORTGAGE? CALL US AT 866-550-1046 TO FIND OUT HOW TO RETAIN THE BENEFITS OF YOUR PRIME EQUITY LINE.

Payment Coupon

[redacted]9135 4

Account number	[redacted]9135
Balance 07/14/09	$138,540.72
Payment due date	August 8, 2009
NEW MINIMUM PAYMENT DUE	**$454.85**

009508 AD 0714 7 005808
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**06/11/09**
Number of days in billing cycle:	30
Beginning balance	$138,551.51
Payments and credits	512.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	506.61
Balance 06/11/09	$138,546.12

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $11,453.00 Available cash: $11,453.00

Payment due date	July 6, 2009
NEW MINIMUM PAYMENT DUE	$460.25

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$138,042.19	0.367%	$506.61	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
05/28	05/28	74386544L12TEBY9J	PAYMENT - THANK YOU	- 512.00
06/11	06/11		*FINANCE CHARGE*	506.61

News From Wachovia

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE MAY BE SUSPENDED OR CLOSED ACCORDING TO THE TERMS OF THE LOAN AGREEMENT. IF YOU HAVE QUESTIONS, PLEASE CALL 800-249-3869.

PLANNING TO PURCHASE A NEW HOME OR REFINANCING YOUR FIRST MORTGAGE? CALL US AT 866-550-1046 TO FIND OUT HOW TO RETAIN THE BENEFITS OF YOUR PRIME EQUITY LINE.

Payment Coupon

[redacted]9135 8

Account number	[redacted]-9135
Balance 06/11/09	$138,546.12
Payment due date	July 6, 2009
NEW MINIMUM PAYMENT DUE	$460.25

010009 AD 0911 7 010009
MURIEL W CLARKIN
316 ELROD DR
GOOSE CREEK SC 29445-3733

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**05/12/09**
Number of days in billing cycle:	29
Beginning balance	$138,559.87
Payments and credits	515.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	506.64
Balance 05/12/09	$138,551.51

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $11,448.00

Cash limit: $150,000.00
Available cash: $11,448.00

Payment due date	June 6, 2009
NEW MINIMUM PAYMENT DUE	$465.64

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$138,049.17	0.367%	$506.64	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
04/29	04/29	743B6543R09Y2NEGN	PAYMENT - THANK YOU	- 515.00
05/12	05/12		*FINANCE CHARGE*	506.64

News From Wachovia

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Payment Coupon

[redacted]9135 2

Account number	[redacted]9135
Balance 05/12/09	$138,551.51
Payment due date	June 6, 2009
NEW MINIMUM PAYMENT DUE	$465.64

010132 AD 0512 7 010132
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

RECORD 114

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**04/13/09**
Number of days in billing cycle:	32
Beginning balance	$138,573.19
Payments and credits	520.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	506.68
Balance 04/13/09	$138,559.87

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $11,440.00

Cash limit: $150,000.00
Available cash: $11,440.00

Payment due date	May 8, 2009
NEW MINIMUM PAYMENT DUE	**$474.00**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$138,061.06	0.367%	$506.68	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
04/01	04/01	74386542W07XSAVR2	PAYMENT - THANK YOU	- 520.00
04/13	04/13		*FINANCE CHARGE*	506.68

News From Wachovia

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Payment Coupon

[redacted]9135 3

Account number	[redacted]-9135
Balance 04/13/09	$138,559.87
Payment due date	May 8, 2009
NEW MINIMUM PAYMENT DUE	**$474.00**

010133 AD 0413 7 010133
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**03/12/09**
Number of days in billing cycle:	29
Beginning balance	$138,573.19
Payments and credits	506.70
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	506.70
Balance 03/12/09	$138,573.19

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $11,426.00 Available cash: $11,426.00

Payment due date	April 6, 2009
NEW MINIMUM PAYMENT DUE	**$487.32**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$138,066.49	0.367%	$506.70	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
03/04	03/04	74386541Z2PJ5HBHW	PAYMENT - THANK YOU	- 506.70
03/12	03/12		*FINANCE CHARGE*	506.70

Important Information

TOTAL "FINANCE CHARGE" PAID IN 2008 $3294.37

News From Wachovia

THE TOTAL FINANCE CHARGES NOTED ABOVE DO NOT INCLUDE LATE CHARGES PAID THAT WILL BE INCLUDED ON YOUR FORM 1098 MORTGAGE INTEREST STATEMENT. YOUR 1098 MORTGAGE INTEREST STATEMENT WILL BE MAILED BY JANUARY 31, 2009.

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE MAY BE SUSPENDED OR CLOSED ACCORDING TO THE TERMS OF THE LOAN AGREEMENT. IF YOU HAVE QUESTIONS, PLEASE CALL 800-249-3869.

Payment Coupon

[redacted]9135 4

Account number	[redacted]9135
Balance 03/12/09	$138,573.19
Payment due date	April 6, 2009
NEW MINIMUM PAYMENT DUE	**$487.32**

007343 AD 0312 7 007343
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**02/11/09**
Number of days in billing cycle:	29
Beginning balance	$138,573.20
Payments and credits	506.71
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	506.70
Balance 02/11/09	$138,573.19

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $11,426.00

Cash limit: $150,000.00
Available cash: $11,426.00

Payment due date	March 8, 2009
NEW MINIMUM PAYMENT DUE	**$467.32**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$138,068.49	0.367%	$506.70	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
02/06	02/06	7438654151AGF3VSV	PAYMENT - THANK YOU	- 506.71
02/11	02/11		"FINANCE CHARGE"	506.70

Important Information

TOTAL "FINANCE CHARGE" PAID IN 2008 $3294.37

News From Wachovia

THE TOTAL FINANCE CHARGES NOTED ABOVE DO NOT INCLUDE LATE CHARGES PAID THAT WILL BE INCLUDED ON YOUR FORM 1098 MORTGAGE INTEREST STATEMENT. YOUR 1098 MORTGAGE INTEREST STATEMENT WILL BE MAILED BY JANUARY 31, 2009.

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Payment Coupon

[redacted]9135 4

Account number	[redacted]9135
Balance 02/11/09	$138,573.19
Payment due date	March 8, 2009
NEW MINIMUM PAYMENT DUE	**$467.32**

007340 AD 0211 7 007340
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	01/13/09
Number of days in billing cycle:	33
Beginning balance	$138,666.49
Payments and credits	600.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	506.71
Balance 01/13/09	$138,573.20

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $11,426.00 Available cash: $11,426.00

Payment due date	February 7, 2009
NEW MINIMUM PAYMENT DUE	**$487.33**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.367%	$0.00	4.400 %
Cash Advances	$138,089.01	0.367%	$506.71	4.400 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
12/31	12/31	7438654PY0WBAPEX4	PAYMENT - THANK YOU	- 600.00
01/13	01/13		*FINANCE CHARGE*	506.71

Important Information

TOTAL "FINANCE CHARGE" PAID IN 2008 $3294.37

News From Wachovia

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IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE MAY BE SUSPENDED OR CLOSED ACCORDING TO THE TERMS OF THE LOAN AGREEMENT. IF YOU HAVE QUESTIONS, PLEASE CALL 800-249-3869.

Payment Coupon

[redacted]9135 3

Account number	[redacted]-9135
Balance 01/13/09	$138,573.20
Payment due date	February 7, 2009
NEW MINIMUM PAYMENT DUE	**$487.33**

007164 AD 0113 7 007165
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	12/11/08
Number of days in billing cycle:	29
Beginning balance	$138,724.48
Payments and credits	650.31
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	592.32
Balance 12/11/08	$138,666.49

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $11,333.00 Available cash: $11,333.00

Payment due date	January 5, 2009
NEW MINIMUM PAYMENT DUE	$580.62

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.429%	$0.00	5.150 %
Cash Advances	$138,070.87	0.429%	$592.32	5.150 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
12/03	12/03	7438654P20P5F0SL0	PAYMENT - THANK YOU	- 650.31
12/11	12/11		*FINANCE CHARGE*	592.32

News From Wachovia

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Payment Coupon

[redacted]9135 L

Account number	[redacted]9135
Balance 12/11/08	$138,666.49
Payment due date	January 5, 2009
NEW MINIMUM PAYMENT DUE	$580.62

010193 AD 1211 7 010193
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**11/12/08**
Number of days in billing cycle:	29
Beginning balance	$138,794.17
Payments and credits	720.00
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	650.31
Balance 11/12/08	$138,724.48

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $11,275.00

Cash limit: $150,000.00
Available cash: $11,275.00

Payment due date	December 7, 2008
NEW MINIMUM PAYMENT DUE	**$638.61**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.471%	$0.00	5.650 %
Cash Advances	$138,070.87	0.471%	$650.31	5.650 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
11/03	11/03	7438654N43VW9ZWQ3	PAYMENT - THANK YOU	- 720.00
11/12	11/12		*FINANCE CHARGE*	650.31

News From Wachovia

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Payment Coupon

[redacted]9135 1

Account number	[redacted]-9135
Balance 11/12/08	$138,724.48
Payment due date	December 7, 2008
NEW MINIMUM PAYMENT DUE	**$638.61**

010252 AD 1112 7 010252
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]-9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**10/14/08**
Number of days in billing cycle:	33
Beginning balance	$138,779.21
Payments and credits	693.34
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	708.30
Balance 10/14/08	$138,794.17

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $11,205.00

Cash limit: $150,000.00
Available cash: $11,205.00

Payment due date	November 8, 2008
NEW MINIMUM PAYMENT DUE	**$708.30**

Rate Summary

	Average daily balance	*Monthly periodic rate*	**FINANCE CHARGES**	**ANNUAL PERCENTAGE RATE**
Purchases	$0.00	0.513%	$0.00	6.150 %
Cash Advances	$138,070.87	0.513%	$708.30	6.150 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
09/30	09/30	7438654M32Y2256DR	PAYMENT - THANK YOU	- 693.34
10/14	10/14		*FINANCE CHARGE*	708.30

News From Wachovia

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Payment Coupon

[redacted]9135 L

Account number	[redacted]9135
Balance 10/14/08	$138,794.17
Payment due date	November 8, 2008
NEW MINIMUM PAYMENT DUE	**$708.30**

009788 AD 1014 7 009789
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**09/11/08**
Number of days in billing cycle:	30
Beginning balance	$138,720.97
Payments and credits	650.10
Purchases and adjustments	0.00
Cash advances	0.00
FINANCE CHARGES	708.34
Balance 09/11/08	$138,779.21

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00
Available credit: $11,220.00

Cash limit: $150,000.00
Available cash: $11,220.00

Payment due date	October 6, 2008
NEW MINIMUM PAYMENT DUE	**$693.34**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.513%	$0.00	6.150 %
Cash Advances	$138,077.67	0.513%	$708.34	6.150 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
08/27	08/27	7438654L10RSES9BA	PAYMENT - THANK YOU	- 650.10
09/11	09/11		*FINANCE CHARGE*	708.34

News From Wachovia

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE OF CREDIT MAY BE SUSPENDED ACCORDING TO THE TERMS OF THE LOAN AGREEMENT. IF YOU HAVE QUESTIONS, PLEASE CALL 800-249-3869.

Payment Coupon

[redacted]9135 D

Account number	[redacted]9135
Balance 09/11/08	$138,779.21
Payment due date	October 6, 2008
NEW MINIMUM PAYMENT DUE	**$693.34**

009774 AD 0611 7 009774
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

WACHOVIA

Customer Name: MURIEL W CLARKIN

Account Number: [redacted]9135

PRIME EQUITY LINE
WACHOVIA BANK, N.A.

Account Summary

Closing Date:	**08/12/08**
Number of days in billing cycle:	29
Beginning balance	$0.00
Payments and credits	0.00
Purchases and adjustments	0.00
Cash advances	138,085.87
FINANCE CHARGES	635.10
Balance 08/12/08	$138,720.97

CUSTOMER SERVICE: 800-249-3869
8:00 a.m. to 9:30 p.m. ET, Monday through Friday

Credit limit: $150,000.00 Cash limit: $150,000.00
Available credit: $11,279.00 Available cash: $11,279.00

Payment due date	September 6, 2008
NEW MINIMUM PAYMENT DUE	**$635.10**

Rate Summary

	Average daily balance	*Monthly periodic rate*	FINANCE CHARGES	ANNUAL PERCENTAGE RATE
Purchases	$0.00	0.513%	$0.00	6.150 %
Cash Advances	$123,801.12	0.513%	$635.10	6.150 %

Transactions

Transaction Date	*Posting Date*	*Reference Number*	*Description*	*Amount*
07/18	07/18	F564900JR000PE200	CASH ADVANCE	138,085.87
08/12	08/12		"FINANCE CHARGE"	635.10

News From Wachovia

IMPORTANT REMINDER TO OUR VALUED CUSTOMERS. WE WOULD LIKE TO REMIND YOU THAT YOUR TOTAL MINIMUM PAYMENT AMOUNT MUST BE RECEIVED BY THE DUE DATE INDICATED ON THIS STATEMENT. IN THE EVENT YOUR PAYMENT IS NOT RECEIVED ON TIME, YOUR LINE OF CREDIT MAY BE SUSPENDED ACCORDING TO THE TERMS OF THE LOAN AGREEMENT. IF YOU HAVE QUESTIONS, PLEASE CALL 800-249-3869.

Payment Coupon

[redacted]9135 8

Account number	[redacted]9135
Balance 08/12/08	$138,720.97
Payment due date	September 6, 2008
NEW MINIMUM PAYMENT DUE	**$635.10**

009769 AD 0812 7 009769
MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT SC 29464-4129

Make check payable and mail to:

WACHOVIA BANK, N.A.
PO BOX 96074
CHARLOTTE, NC 28296-0074

EXHIBIT B

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00018977 Vol: 7447 Pg: 141

53 2008 00018977

Instrument Number: 2008- 00018977
As
Deed

Recorded On: July 08, 2008

Parties: ELROD JAMES W JR
To
KENNEDY BRIDGET DEAN

Recorded By: DODDS & HENNESSY

Num Of Pages: 5

Comment:

**** Examined and Charged as Follows: ****

Deed	10.00					
Recording Charge:	**10.00**					
	Tax Amount	Consideration Amount	RS#/CS#			
Deed Tax	506.90	137,000.00	D 4126		Deed County Tax	150.70
				Deed State Tax	356.20	
Tax Charge:	**506.90**					

RECEIVED

Jul 08,2008

ASSESSOR
BERKELEY COUNTY SC
JANET B. JUROSKO
AUDITOR BERKELEY COUNTY SC

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:
Document Number: 2008- 00018977
Receipt Number: 186735
Recorded Date/Time: July 08, 2008 02:35:50P
Book-Vol/Pg: Bk-R Vl-7447 Pg-141
Cashier / Station: L Shelton / Cash Station 3

Record and Return To:
DODDS & HENNESSY
P.O. BOX 298
CHARLESTON SC 29402

REGISTER OF DEEDS SEAL BERKELEY COUNTY

Cynthia B. Forte

Cynthia B Forte - Register of Deeds

RECORD 125

Recorded On-2008-Jul-08 As-18977

Doc # 00018977

00018977 Vol: 7447 Pg: 142

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

A-7070-M
TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT WE, **JAMES W. ELROD, JR. and ASHLEY ELAINE ELROD ("Grantors"),** in the State aforesaid for and in consideration of the sum of -One Hundred Thirty-Seven Thousand and 00/100 ($137,000.00)Dollars to them in hand paid at and before the sealing of these presents by **BRIDGET DEAN KENNEDY** the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to those matters set forth in Exhibit "A", unto the said **BRIDGET DEAN KENNEDY ("Grantee"),** the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to said premises belonging or in any wise incident appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned, subject to those matters set forth in Exhibit "A", unto the Grantee, and the Grantee's heirs and assigns, forever.

AND, subject to those matters set forth in Exhibit "A", the Grantors do hereby bind the Grantors and Grantors' heirs, executors, administrators and assigns to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs and assigns, against Grantors and Grantors' heirs, and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantors' hands and seals this 7th day of July, 2008.

SIGNED, sealed and delivered
in the presence of:

JAMES W. ELROD, JR.

ASHLEY ELAINE ELROD

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 7th day of July, 2008 by the Grantors who, executed the within written deed and is a person known to me.

Notary Public for South Carolina
My Comm. Expires: 8-1-2012

STATE OF SOUTH CAROLINA]
COUNTY OF BERKELEY]

AFFIDAVIT

DATE OF TRANSFER OF TITLE
(CLOSING DATE: July 7th, 2008)

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

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

2. The property being transferred **BY JAMES W. ELROD, JR. and ASHLEY ELAINE ELROD TO BRIDGET DEAN KENNEDY ON July 7th, 2008.**

3. Check one of the following: ***The DEED is***
   (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b)___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c)__ EXEMPT from the deed recording fee because (exemptions 1-12) (If exempt, please skip item 4-6, and go to item 7 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $137,000.00.
   (b)___ The fee is computed on the fair market value of the realty which is $_____.
   (c)___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____

5. Check YES__ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____

6. The DEED Recording Fee is computed as follows:
   (a) $137,000.00 the amount listed in item 4 above.
LESS (b) $_____ the amount listed in item 5 above (no amount place zero).
TOTAL (c) $ 137,000.00 Subtract Line 6(b) from Line 6(a)and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTOR

8. Check if Property other than Real Property is being transferred on this Deed.
   (a) _____Mobile Home
   (b) _____Other

9. _____DEED OF DISTRIBUTION – ATTORNEY'S AFFIDAVIT: Estate of_____deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina: that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.

10. 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.

SIGNED: _____
JAMES W. ELROD, JR. and ASHLEY ELAINE ELROD
(Grantor, Grantee, or Attorney that prepared form)

Sworn to before me this 7th
day of July, 2008

_____
Notary Public for South Carolina
My Commission Expires: 8-1-2012

EXHIBIT "A"

ALL that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being near the City of Goose Creek, in Tax District No. 8, County of Berkeley, State of South Carolina, located on the West side of Elrod Drive, and immediately adjacent thereto, shown and designated as Lot 13-C on a plat entitled, "PLAT OF LOTS 13-C AND 13-E, OWNED BY J. W. ELROD, ET AL, LOT 13-E ABOUT TO BE CONVEYED TO HERBERT M. EASTERLING AND SHIRLEY M. EASTERLING," prepared by Cleatwood E. Droze, R.L.S., dated September 25, 1984, a copy of which is to be recorded in the RMC Office for Berkeley County in Plat Cabinet F, at Page 15, and to which reference is hereby craved for a more complete and accurate description of the tract of land described herein. Said lot of land

MEASURING AND CONTAINING AND BUTTING AND BOUNDING as follow, to-wit: On the North a distance of Two Hundred Seven and Four tenths (207.4') feet along Lot 13-B or Eldorado Subdivision at Mt. Holly; on the Southeast a distance of One Hundred Ninety-one and Forty Hundredths (190.40') feet along Lot 13-D of the Eldorado Subdivision at Mt. Holly and on the Northwest a distance of One Hundred Thirty-five and Fifty-one Hundredths (135.51') feet along Lot 13 as shown on the aforesaid plat.

SUBJECT to any and all applicable easements, restrictions, conditions, right-of-ways and setbacks of record and as may be shown on the above-referenced plat.

BEING the same property conveyed to the Grantors herein by deed of J. W. Elrod, Sr. and Lois E. Elrod dated June 6, 2003 and recorded in the ROD Office for Berkeley County in Book 3376, at Page 041 on June 20, 2003.

TMS No. 235-14-04-004

GRANTEE'S ADDRESS: 316 ELROD DRIVE

GOOSE CREEK, SC 29445

EXHIBIT C

Kelley Evans

From: Kelley Evans
Sent: Friday, June 12, 2015 10:30 AM
To: 'Beezy'
Cc: murlk@comcast.net
Subject: RE: Muriel Clarkin loan

Bridget,
I have received your request for the equity line interest to be broken up to address the two parties' debt - however, until Wells Fargo releases the information I have requested (many, many times), there is no way to accurately calculate this.

I have someone in our Housing Department reaching out to his contact at Wells Fargo to try to expedite this matter. In the meantime, you will need to continue making payments on this account, as there is obviously still a substantial balance owed by both parties.

Thank you.

Best regards,
Kelley Evans
Conservator Counselor
Family Services, Inc.

Email: kevans@fsisc.org Phone: 843.735.7828 Fax: 843.735.7829 Online: www.fsisc.org

NOTICE: This communication is intended only for the person or entity to whom it is addressed and may contain confidential, proprietary, and/or privileged material. Unless you are the intended addressee, any review, reliance, dissemination, distribution, copying or use whatsoever of this communication is strictly prohibited. If you received this in error, please reply immediately and delete the material from all computers. Email sent through the Internet is not secure. Do not use email to send us confidential information such as credit card numbers, PIN numbers, passwords, Social Security Numbers, Account numbers, or other important and confidential information.

-----Original Message-----
From: Beezy [mailto:inmanbridget@yahoo.com]
Sent: Thursday, June 04, 2015 9:21 PM
To: Kelley Evans
Subject: Muriel Clarkin loan

Hi Kelley,
My mom, muriel Kennedy gave me your name and email so that I could reach out to you.

Would you kindly send me the portion of interest that is associated with my grandmothers loan that was used to purchase 316 elrod drive so that I can continue making sure the payment is made correctly? My email is: inmanbridget@yahoo.com. Please note -- the loan is not at a fixed rate, which is why I'm requesting a monthly notice.

Thank you in advance for your help!!

Kindest Regards,
Bridget Inman
Inmanbridget@yahoo.com

EXHIBIT D

From: Jessica@berlinskylawfirm.com
Sent: Friday, April 5, 2019 11:09 AM
To: David Conor keys
Cc: Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

Conner,

As a Supplemental Response to Interrogatories and Request to Produce, attached please find a printout of gift payments made by my client. I will be tied up with closings the rest of the day so please email if you need me.

Thanks, Bruce

Jessica Reynolds
Legal Assistant to Bruce A. Berlinsky
One Carriage Lane, Bldg. F
Charleston, SC 29407
P: 843.852.2202
F: 843.852.4844
Jessica@berlinskylawfirm.com

ALL FUNDS IN EXCESS OF $5,000.00 MUST BE WIRED- CALL FOR WIRING INSTRUCTIONS

Wired Funds Notice: BE ALERT! We do NOT change or alter our wiring instructions. Please call to verify that you have the correct instructions prior to wiring.

--- CONFIDENTIALITY NOTICE: This electronic mail transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is intended only for the use of the individual or entity to whom it is addressed. Any disclosure, copying, distribution, or action taken in reliance on the contents contained herein is strictly prohibited. If you received this transmission in error, please notify the sender and delete the message and its contents. IRS CIRCULAR 230 NOTICE: Any tax advice contained in this communication (or any attachments) is not intended or written to be used for the purpose of avoiding penalties under the Internal Revenue Code or for recommending to another party as to any matter addressed herein.

From: David Conor keys [mailto:conor@dconorkeyslaw.com]
Sent: Thursday, April 04, 2019 11:50 AM
To: Jessica@berlinskylawfirm.com; Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

Bruce

I have the court reporter ready to go for the Deposition Monday morning.

An additional request, two weeks ago you guys emailed me a stock statement about Apple stock in response to discovery. I need a copy of that statement without the account holders name and at least

Gift Summary

316 Elrod Drive - Goose Creek, SC 29445
Purchased - July 7, 2008 @ $137,000.00 / Sold - February 6, 2017 @ $ 100,000.00 (after closing total cleared was $99,317.71)

Month Paid	Amount Paid	Balance	Month Paid	Amount Paid	Balance	Month Paid	Amount Paid	Balance
30-Sep-2008	$ 693.34	$ 138,779.21	1-Jan-09	$ 506.71	$ 138,573.20	1-Jan-10	$ 812.00	$ 146,268.40
31-Oct-2008	$ 720.00	$ 138,794.17	1-Feb-09	$ 506.70	$ 138,573.19	1-Feb-10	$ 812.00	$ 146,267.28
28-Nov-08	$ 650.31	$ 138,666.49	1-Mar-09	$ 520.00	$ 138,573.19	1-Mar-10	$ 812.00	$ 145,989.83
31-Dec-08	$ 600.00	$ 138,666.49	1-Apr-09	$ 515.00	$ 138,559.87	1-Apr-10	$ 812.00	$ 145,711.35
			1-May-09	$ 512.00	$ 138,551.51	1-May-10	$ 812.00	$ 145,431.64
			1-Jun-09	$ 512.00	$ 138,546.12	1-Jun-10	$ 812.00	$ 144,869.65
			1-Jul-09	$ 512.00	$ 138,540.72	1-Jul-10	$ 812.00	$ 144,586.86
			1-Aug-09	$ 532.19	$ 147,360.91	1-Aug-10	$ 812.00	$ 144,303.17
			1-Sep-09	$ 812.00	$ 147,367.58	1-Sep-10	$ 812.00	$ 144,018.34
			1-Oct-09	$ 812.00	$ 147,094.16	1-Oct-10	$ 812.00	$ 143,732.45
			1-Nov-09	$ 812.00	$ 146,819.50	1-Nov-10	$ 812.00	$ 143,445.73
			1-Dec-09	$ 812.00	$ 146,543.95	2-Dec-10	$ 812.00	$ 143,157.87
	$ 2,663.65	$ 138,666.49		$ 7,364.60	$ 146,543.95		$ 9,744.00	$ 143,157.87

Month Paid	Amount Paid	Balance	Month Paid	Amount Paid	Balance
1-Jan-11	$ 812.00	$ 142,869.05	1-Jan-12	$ 812.00	$ 139,307.29
1-Feb-11	$ 812.00	$ 142,579.17	1-Feb-12	$ 815.00	$ 139,000.90
1-Mar-11	$ 812.00	$ 142,288.15	1-Mar-12	$ 815.00	$ 138,693.34
1-Apr-11	$ 815.00	$ 141,992.62	1-Apr-12	$ 815.00	$ 138,384.68
1-May-11	$ 812.00	$ 141,698.97	1-May-12	$ 812.00	$ 138,077.76
1-Jun-11	$ 812.00	$ 141,404.20	1-Jun-12	$ 815.00	$ 137,766.77
1-Jul-11	$ 812.00	$ 141,108.26	1-Jul-12	$ 812.00	$ 137,457.62
1-Aug-11	$ 812.00	$ 140,811.27	1-Aug-12	$ 812.00	$ 137,147.34
1-Sep-11	$ 815.00	$ 140,510.24	1-Sep-12	$ 812.00	$ 136,836.14
1-Oct-11	$ 812.00	$ 140,234.69	1-Oct-12	$ 600.00	$ 136,735.90
1-Nov-11	$ 812.00	$ 139,910.96	1-Nov-12	$ 512.00	$ 136,723.41
1-Dec-11	$ 812.00	$ 139,609.52	1-Dec-12	$ 512.00	$ 136,710.87
	$ 9,750.00	$ 139,609.52		$ 8,944.00	$ 136,710.87

RECORD 134

Gift Summary

Month Paid	Amount Paid	Balance	Month Paid	Amount Paid	Balance	Month Paid	Amount Paid	Balance
1-Jan-13	$ 512.00	$ 136,698.29	1-Jan-14	$ 550.00		1-Jan-15	$ 550.00	
1-Feb-13	$ 512.00	$ 136,682.66	1-Feb-14	$ 800.00		1-Feb-15	$ 500.00	
1-Mar-13	$ 512.00		1-Mar-14	$ 800.00		1-Mar-15	$ 800.00	
1-Apr-13	$ 512.00		1-Apr-14	$ 800.00		1-Apr-15	$ 800.00	
1-May-13	$ 512.00	$ 136,644.45	1-May-14	$ 800.00		1-May-15	$ 800.00	
1-Jun-13	$ 512.00		1-Jun-14	$ 800.00		1-Jun-15	$ 800.00	
1-Jul-13	$ 800.00	$ 136,330.45	1-Jul-14	$ 515.00		1-Jul-15	$ 800.00	
1-Aug-13	$ 800.00		1-Aug-14	$ 800.00		1-Aug-15	$ 800.00	
1-Sep-13	$ 515.00		1-Sep-14	$ 515.00		1-Sep-15	$ 800.00	
1-Oct-13	$ 800.00		1-Oct-14	$ 700.00		1-Oct-15	$ 481.68	
1-Nov-13	$ 800.00		1-Nov-14	$ 600.00		1-Nov-15	$ 481.68	
1-Dec-13	$ 550.00		1-Dec-14	$ 600.00		1-Dec-15	$ 481.68	
	$ 7,337.00			$ 8,280.00			$ 8,095.04	

Month Paid	Amount Paid	Balance	Month Paid	Amount Paid	Amount Invoiced	Balance
1-Jan-16	$ 481.68		1-Jan-17	$ 506.88		
1-Feb-16	$ 508.93		1-Feb-17	$ 534.14		
1-Mar-16	$ 508.61		1-Mar-17	$ 534.14		
1-Apr-16	$ 508.38	$ 145,685.31	1-Apr-17	$ 534.13		**$ 131,813.42**
1-May-16	$ 508.08		**1-May-17**	**$ -**	**$ 575.52**	**$ 131,813.42**
1-Jun-16	$ 507.75		**1-Jun-17**	**$ -**	**$ 563.22**	**$ 131,842.51**
1-Jul-16	$ 507.50		**1-Jul-17**	**$ -**	**$ 1,126.44**	**$ 132,405.73**
1-Aug-16	$ 507.41		**1-Aug-17**		**$ 1,126.44**	
1-Sep-16	$ 507.19		**1-Sep-17**			
1-Oct-16	$ 507.12		**2-Oct-17**			
1-Nov-16	$ 506.88		**1-Nov-17**			
1-Dec-16	$ 506.88	$ 144,860.22			bg n	
	$ 6,066.41			$ 2,109.29		

EXHIBIT E

RECEIVED
SEP 0 9 REC'D

September 29, 2016

Greetings Kelly,

It is with this letter that I again, kindly ask Family Services to consider accepting the deed to:

316 Elrod Drive
Goose Creek, SC 29445

Accepting the deed, would directly benefit my grandmother, Muriel Clarkin. Family Services Inc. would have the option of selling it or having the property managed as a rental, which would provide my grandmother with an additional monthly income.

Thank you for your time and consideration.

Best Regards,

Bridget Inman
843-729-3752
inmanbridget@yahoo.com

Kelley Evans

From: Beezy <inmanbridget@yahoo.com>
Sent: Tuesday, June 23, 2015 7:26 PM
To: Kelley Evans
Subject: Muriel W. Clarkin - case #2014GC10-0209

Good evening Ms. Evans,
I will happily sign over the deed of 316 Elrod Drive, Goose Creek, SC 29445 to Family Services, Inc., Wells Fargo or to my grandmother Muriel W. Clarkin (immediately). I've kindly offered to due so several times in the past. Please let me know if this is acceptable.

Best Regards,
Bridget Inman
Inmanbridget@yahoo.com

Sent from my iPhone

Kelley Evans

From: Kelley Evans
Sent: Wednesday, July 08, 2015 9:46 AM
To: 'Beezy'
Subject: RE: Muriel W. Clarkin - case #2014GC10-0209

Ms. Inman,
Given that the property is upside down, the only thing that would do would be to put the burden of collecting payment and maintaining the property onto Ms. Clarkin. There would be no actual benefit to her.

Best regards,
Kelley Evans
Conservator Counselor
Family Services, Inc.

Email: kevans@fsisc.org Phone: 843.735.7828 Fax: 843.735.7829 Online: www.fsisc.org

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-----Original Message-----
From: Beezy [mailto:inmanbridget@yahoo.com]
Sent: Tuesday, July 07, 2015 7:38 PM
To: Kelley Evans
Subject: Re: Muriel W. Clarkin - case #2014GC10-0209

Good evening Ms. Evans,
I wasn't sure if you saw this email (below) so I thought I would kindly resend. Please let me know of this would be acceptable.

Best Regards,
Bridget Inman
Inmanbridget@yahoo.com

Sent from my iPhone

> On Jun 23, 2015, at 7:25 PM, Beezy <inmanbridget@yahoo.com> wrote:
>
> Good evening Ms. Evans,
> I will happily sign over the deed of 316 Elrod Drive, Goose Creek, SC 29445 to Family Services, Inc., Wells Fargo or to my grandmother Muriel W. Clarkin (immediately). I've kindly offered to due so several times in the past. Please let me know if this is acceptable.
>
> Best Regards,
> Bridget Inman
> Inmanbridget@yahoo.com
>

Kelley Evans

From: Beezy <inmanbridget@yahoo.com>
Sent: Wednesday, September 09, 2015 2:15 PM
To: Kelley Evans
Subject: Re: Muriel Clarkin loan

Thank you, Kelley. The payment has been mailed.

Sent from my iPhone

> On Sep 9, 2015, at 1:58 PM, Kelley Evans <kevans@fsisc.org> wrote:
>
> This is just a reminder that your payment on Ms. Clarkin's equity line is due, please send $481.77 to Family Services as soon as possible.
> Thank you.
>
> Best regards,
> Kelley Evans
> Conservator Counselor
> Family Services, Inc.
>
>
> Email: kevans@fsisc.org Phone: 843.735.7828 Fax: 843.735.7829 Online: www.fsisc.org
>
>
>
> NOTICE: This communication is intended only for the person or entity to whom it is addressed and may contain confidential, proprietary, and/or privileged material. Unless you are the intended addressee, any review, reliance, dissemination, distribution, copying or use whatsoever of this communication is strictly prohibited. If you received this in error, please reply immediately and delete the material from all computers. Email sent through the Internet is not secure. Do not use email to send us confidential information such as credit card numbers, PIN numbers, passwords, Social Security Numbers, Account numbers, or other important and confidential information.
>

Kelley Evans

From: Beezy <inmanbridget@yahoo.com>
Sent: Sunday, September 20, 2015 8:04 PM
To: Kelley Evans
Subject: Muriel Clarkin

Hi Kelley,
I wanted to offer again to sign the deed for property 316 Elrod Drive, Goose Creek, SC 29445 over to Family Services on behalf of my grandmother Muriel Clarkin. The property would benefit her as a "rental property". Family Services could manage the property/ renters and income for my grandmother. I respectfully ask that Family Services consider this as an option.

Best Regards,
Bridget Inman

Sent from my iPhone

EXHIBIT F

DOC: 2017005297
RB 2392: 819

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

Instrument #:	2017005297		
Receipt Number:	48586	**Return To:**	WEEKS AND IRVINE
Recorded As:	DEED		8086- RIVERS AVENUE
Recorded On:	February 16, 2017		NORTH CHARLESTON, SC, 29406
Recorded At:	09:36:42 AM	**Received From:**	WEEKS AND IRVINE
Recorded By:	ROBIN MCMAKIN	**Parties:**	
Book/Page:	RB 2392: 819 - 822		Direct- INMAN, BRIDGET DEAN
Total Pages:	4		Indirect- HAMMOCK, JAMES

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee:	$10.00
Consideration:	$100,000.00
County Tax:	$110.00
State Tax:	$260.00
Tax Charge:	$370.00

RECEIVED

FEB 16, 2017

ASSESSOR
BERKELEY COUNTY SC
JANET B. JUROSKO
AUDITOR BERKELEY COUNTY SC

Cynthia B. Forte

Cynthia B Forte - Register of Deeds

DOC: 2017005297
RB 2392: 820

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that I, **BRIDGET DEAN INMAN f/k/a BRIDGET DEAN KENNEDY,** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), and subject to the restrictions, exceptions and limitations as hereinafter set forth,** to the Grantor paid by **JAMES HAMMOCK AND PATRICIA HAMMOCK,** (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **JAMES HAMMOCK AND PATRICIA HAMMOCK, as Joint Tenants with Rights of Survivorship and NOT as Tenants in Common,** their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being near the City of Goose Creek, in Tax District No. 8, County of Berkeley, State of South Carolina, located on the West side of Elrod Drive, and immediately adjacent thereto, shown and designated as Lot 13-C on a plat entitled, "PLAT OF LOTS 13-C AND 13-E, OWNED BY J. W. ELROD, ET AL, LOT 13-E ABOUT TO BE CONVEYED TO HERBERT M. EASTERLING AND SHIRLEY M. EASTERLING," prepared by Cleatwood E. Droze, R.L.S., dated September 25,1984, a copy of which is to be recorded in the RMC Office for Berkeley County in Plat Cabinet F, at Page 15, and to which reference is hereby craved for a more complete and accurate description of the tract of land described herein. Said lot of land

MEASURING AND CONTAINING AND BUTTING AND BOUNDING as follow, to-wit: On the North a distance of Two Hundred Seven and Four tenths (207.4') feet along Lot 13-B or Eldorado Subdivision at Mt. Holly; on the Southeast a distance of One Hundred Ninety-one and Forty Hundredths (190.40') feet along Lot 13-D of the Eldorado Subdivision at Mt. Holly and on the Northwest a distance of One Hundred Thirty-five and Fifty-one Hundredths (135.51') feet along Lot 13 as shown on the aforesaid plat.

SUBJECT to any and all applicable easements, restrictions, conditions, right-of-ways and setbacks of record and as may be shown on the above-referenced plat.

BEING the same property conveyed to Bridget Dean Kennedy by deed of James W. Elrod, Jr. and Ashley Elaine Elrod dated July 7, 2008 and recorded in the ROD Office for Berkeley County in Book 7447 at Page 141 on July 8, 2008.

TMS No.: **235-14-04-004**

GRANTEE'S ADDRESS: 316 Elrod Dr. Goose Creek, SC 29445

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s) **JAMES HAMMOCK AND PATRICIA HAMMOCK, as Joint Tenants with Rights of Survivorship and NOT as Tenants in Common,** and their Heirs and Assigns forever.

And the Grantor 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(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Ave. 2nd Floor
North Charleston, SC 29406 3

WITNESS my hand and seal this 6th day of February in the year of our Lord, Two Thousand and Seventeen (2017) and in the Two Hundred Forty-First (241st) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1 Sophie Harris

Witness No. 2 Robert Livingston

Bridget Dean Inman f/k/a Bridget Dean Kennedy

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Before me personally appeared Bridget Dean Inman f/k/a Bridget Dean Kennedy on this the 6th day of February, 2017, and acknowledged the due execution of the foregoing instrument.

Notary Public
My Commission Expires: 10-16-2022

(SEAL)

ROBERT LIVINGSTON III NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 10-16-2022

DOC: 2017005297
RB 2392: 822

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF BERKELEY)

Date of Transfer of Title
February 6, 2017

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 316 Elrod Drive, Goose Creek, SC 29445, bearing County Tax Map Number 235-14-04-004, was transferred by Bridget Dean Inman TO James Hammock and Patricia Hammock on February 6, 2017.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $100,000.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $100,000.00
   b. Place the amount listed in item 5 above here: $0.00 (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $100,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $370.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 6th day of February, 2017

Print or Type Name Here Bridget Dean Inman
Bridget Dean Kennedy

Notary Public
My Commission Expires: 10/16/2022
(SEAL)

ROBERT L. IRVINE III NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 10-16-2022

OMB NO. [redacted]

A.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN: 1. [ ] FHA 2. [ ] FmHA 3. [X] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.

6. FILE NUMBER: 17-0400JH

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (17-0400JH (1R)

D. NAME AND ADDRESS OF BUYER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
James Hammock and Patricia Hammock 316 Elrod Drive Goose Creek, SC 29445	Bridget Dean Inman 5224 Fallow Fawns Road Hollywood, SC 29449	
G. PROPERTY LOCATION:	**H. SETTLEMENT AGENT:**	**I. SETTLEMENT DATE:**
316 Elrod Drive Goose Creek, SC 29445 Berkeley County, South Carolina Lot 13 C	Weeks & Irvine, LLC **PLACE OF SETTLEMENT:** 8086-B Rivers Avenue North Charleston, SC 29406	February 6, 2017 **DISBURSEMENT DATE:** February 6, 2017

J. SUMMARY OF BUYER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	100,000.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	1,841.00
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	101,841.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	500.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes 01/01/17 to 02/06/17	182.29
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	682.29
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	101,841.00
302. Less amount paid by/for Buyer (Line 220)	(682.29)
303. CASH FROM BUYER	101,158.71

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	100,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	100,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. Dep. retained by seller	500.00
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County taxes 01/01/17 to 02/06/17	182.29
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	682.29
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	100,000.00
602. Less reductions due Seller (Line 520)	(682.29)
603. CASH TO SELLER	99,317.71

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer

James Hammock by His Attorney in Fact, Susan D. Elrod

Patricia Hammock by Her Attorney in Fact, Susan D. Elrod

Seller

Bridget Dean Inman f/k/a Bridget Dean Kennedy

Printed on 02/06/17 at 3:38:32PM 17-0400JH/15

HUD 1, Page 1

L. SETTLEMENT CHARGES

		PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ @ %			
Division of Commission (line 700) as Follows:			
701. to			
702. to			
703. Commission Paid at Settlement			
704. to			
705. to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803. Appraisal fee to			
804. Credit report to			
805. Lender's inspection fee to			
806. Mortgage insurance application fee to			
807. Assumption fee to			
808. to			
809. to			
810. to			
811. to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From 02/06/17 to 03/01/17 @ $ /day (23 days %)			
902. Mortgage insurance premium for month to			
903. Hazard insurance premium for year to			
904. for year to			
905. to			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard insurance Months @ $ per Month			
1002. Mortgage insurance Months @ $ per Month			
1003. City property taxes Months @ $ per Month			
1004. County taxes Months @ $ per Month			
1005. Annual assessments Months @ $ per Month			
1006. Months @ $ per Month			
1007. Months @ $ per Month			
1008. Months @ $ per Month			
1100. TITLE CHARGES			
1101. Settlement or closing fee to Weeks & Irvine, LLC		395.00	
1102. Abstract or title search to Weeks & Irvine, LLC		195.00	
1103. Title examination to			
1104. Title insurance binder to Lowcountry Title of Charleston, LLC		125.00	
1105. Deed Prep to Weeks & Irvine, LLC		350.00	
1106. Notary fees to			
1107. Attorney's fees to			
(includes above item numbers:)			
1108. Owner's policy premium to Lowcountry Title of Charleston, LLC		396.00	
$277.20 to Lowcountry Title of Charleston, LLC, $118.80 to Stewart Title Guaranty Company			
(includes above item numbers:)			
1109. Lender's coverage			
1110. Owner's coverage $ 100,000.00 396.00			
1111. to			
1112. to			
1113. Courier/Express Mail Fee to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed $ 10.00; Mortgage ; Releases		10.00	
1202. City/County tax/stamps: Deed $ 370.00; Mortgage		370.00	
1203. State tax/stamps: Deed ; Mortgage			
1204. to			
1205. to			
1206. Record POA to			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest Inspection/CL-100 to			
1303. to			
1304. to			
1305. to			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		1,841.00	0.00

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Weeks & Irvine, LLC, Settlement Agent

EXHIBIT G

Date	Type	Service Record	User ID
03/19/2015	Telephone	Spoke to Bridgett, she would be in agreement to do anything to get the house out of her name, she will continue to pay her portion	kevans
01/28/2016	Telephone	Lengthy conversation with Bridget, she continues to want to sign over property, I advised we would not be in agreement. Per Todd, he says that we do not need to claim the mortgage interest, so I told her that we would not be claiming. It is up to her and her tax advisor to determine if there is a way to deduct that interest for her	kevans
04/03/2017	Telephone	L/m for Bridgett	kevans
04/04/2017	Telephone	L/m again for Bridget	kevans
04/05/2017	Telephone	L/m again for Bridget	kevans
04/17/2017	Telephone	40-min talk with Bridget, she wants to pay the $90k+ balance from the sale of the house but she wants to be forgiven with the remaining balance, which I cannot agree to. The property is upside down so there is a gap that falls on her side. I will send her the next stmt and she will send her numbers b/c she thinks she owes less than what I think. She may write a letter to wells fargo asking for the remainder debt to be forgiven.	kevans

your path to stability starts here

I, Sarah Cornwall, attest that I am the IT Manager for Family Services, Inc. DBA Origin SC. Based upon our phone records, I affirm that this phone call took place on April 17, 2017 at 12:25pm:

Responsible User Number	Calling Number	Called Number	Answer Time (EST)	Release Time (EST)	Duration (min.)
18437357828	18437293752	18437357828	4/17/2017 12:25	4/17/2017 13:04	38.5

The phone number (843) 735-7828 is registered to Kelley Evans, Conservator Counselor with Family Services, Inc. DBA Origin SC.

I declare that, to the best of my knowledge and belief, the information provided herein is true, correct and complete.

SWORN to before me this 26th day of February, 20 18

Notary Public for South Carolina

My Commission Expires: 8/8/2023

Signature:

Name: Family Services, Inc.

Address: 4925 Lacross Rd, Ste 215
North Charleston, SC 29406

E-mail: scornwall@originsc.org

Telephone (O): (843) 735-7856

(H):

EXHIBIT H

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10- 5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**AFFIDAVIT OF KELLEY EVANS**
Plaintiff,	)	
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	
	)	

PERSONALLY APPEARED before me, Kelley Evans, who being duly sworn, deposes and says as follows:

1. I am twenty-one years of age or older, legally competent to testify as to the matters contained within this Affidavit, and have personal knowledge of the facts set forth within this Affidavit.

2. I am employed as a Conservator Case Manager for Family Services Inc., and am the case manager for Muriel W. Clarkin's conservatorship.

3. I have reviewed the allegations set forth in Plaintiff's Motion for Summary Judgment to which this affidavit is attached. The allegations asserted therein are true the best of my knowledge.

4 The Exhibits attached to the Motion for Summary Judgement are business records maintained Family Services, Inc. in the regular course of business while acting as a conservator for Muriel W. Clarkin.

5. I further state on April 17, 2017, Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan which prior to that Ms. Inman had been making monthly payments to Family Services to be applied to the amount due upon the HELOC. During the conversation Ms. Inman stated and offered to pay Family Services, Inc., over ninety thousand dollars if Family Service, Inc. agreed to forgive the remaining amount which Family Services claimed Ms. Inman owed Ms. Clarkin in order to satisfy the total amount due on the HELOC. I informed Ms. Iman that we could not forgive the remaining balance because at the time of our conversation the principle balance upon the HELOC was roughly $131,000.00.

SIGNATURE BLOCK TO FOLLOW

AND FURTHER THE AFFIANT SAYETH NOT.

Kelley Evans for Family Services Inc.
Kelley Evans as Conservator Case Manager for
For the Conservatorship of Muriel W. Clarkin

SWORN TO before me April 8, 2019.

Notary Public for South Carolina
My Commission Expires: 11/1/21

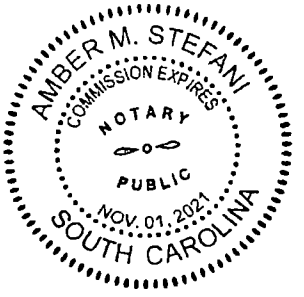


EXHIBIT I

For returned mail purposes only
Wells Fargo Bank, N.A.
MAC N9777-112
PO Box 5169
Sioux Falls, SD 57117-5169

Prime Equity Line Statement

Statement date	02/13/2019
Account number	[redacted]1998
Payment date	03/10/2019*
Total amount due	$727.27
*After 03/19/2019 a late charge may apply	$13.00
Principal balance	$131,237.80
End of draw date	07/16/2026
Maturity date	07/16/2046
Property Address	602 ATLANTIC ST MOUNT PLEASANT, SC

DCLCACDTJ9 1 004975

MURIEL W CLARKIN
4925 LACROSS RD STE 215
NORTH CHARLESTON, SC 29406-6513

Customer Service

Online banking
www.wellsfargo.com

Telephone*
1-866-439-3557
Español: 1-866-297-4535
*We accept telecommunications relay service calls.

Hours of operation
Mon thru Fri 8 am to 10 pm ET
Sat 9 am to 4 pm ET

Correspondence
PO Box 10335
Des Moines, IA 50306

Payments
By mail
PO Box 14529
Des Moines, IA 50306-3529
Overnight mail
2324 Overland Avenue
Billings, MT 59102-6401

At your request, your account is set up on automatic payment. If you wish to pay additional amounts to your principal balance, you may use the coupon below, utilizing the "Additional principal" box.

Payment summary

Principal	$0.00
Finance charge	$727.27
Current payment	$727.27
Total amount due for 03/10/2019	**$727.27**

Balance summary

Principal	$131,237.80
Finance charges	$729.66
Late charges	$26.00

Contact Customer Service for your payoff amount

Year-to-date payment summary

	All balances
Total received	$1,427.20
Principal	$0.00
Finance charges*	$1,427.20

This information should not be used for tax purposes. If you have tax related questions please consult your tax advisor.

Activity summary

Approved credit limit (+)	$146,841.60
Credit in use (-)	$131,237.80
Available credit	**$0.00**
Beginning balance*	$131,993.46
Ending balance*	$131,993.46

Account is restricted; therefore, the available credit is $0.

* *These balances may include unpaid finance charges and other unpaid fees and charges. Please contact Customer Service for payoff amount.*

Understanding your account

With interest-only payments, you do not reduce your principal balance unless you voluntarily make principal payments during the interest-only period. At the end of your interest-only period, you will be required to pay down principal, which may increase your payment amount substantially.

continued on next page

At your request, your account is on automatic payment. The coupon below is provided for information purposes only.

MURIEL W CLARKIN
4925 LACROSS RD STE 215
NORTH CHARLESTON, SC 29406-6513

At your request, your automatic payment of $727.27 will be withdrawn from your account ending in 6803 on 03/10/2019. Your total payment may differ from the automatic payment amount. If

Account number	[redacted]1998
Current payment	$727.27
Total amount due for 03/10/2019*	$727.27

RECORD 1 OF 2

NNNNNNNNN DCLCACDTJ9 004975 NNNNNNNNNNNN NNN NNN 001 002 019995 210726B3.1

Activity since your last statement

Effective Date	Description	Total	Principal	Finance charges	Other charges and fees	For your reference	Principal balance
01/17/2019	*Beginning principal balance*						$131,237.80
02/10/2019	PAYMENT RECEIVED - THANK YOU	-$727.27		-$727.27			$131,237.80
02/13/2019	PERIODIC FINANCE/INTEREST CHARGE	$727.27		$727.27			$131,237.80
02/13/2019	*Ending principal balance*						$131,237.80

Finance charges (standard rate finance charge detail)

Effective from 01/17/2019 to 02/13/2019

Number of days	28
Average daily balance	$131,237.80
Corresponding annual percentage rate (APR)	6.65000%(v)
Monthly periodic rate	.5541666%

(v) indicates rate is variable

Your rate may vary according to the terms of your agreement. You may pay your balance(s) in full at any time. See back of statement for important information about your credit card and line of credit accounts.

Sum of finance charges for this statement period

Periodic finance charge	**$727.27**
Sum of finance charges for statement period	**$727.27**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO.: 2017-CP-10-5426
Family Services, Inc.	)	**MOTION AND ORDER INFORMATION**
Plaintiff,	)	**FORM AND COVERSHEET**
vs.	)	
Bridget Inman	)	
Defendant.	)	

Plaintiff's Attorney: D. Conor Keys The Law Office of David Conor Keys, LLC, Bar No. 100148 Address: PO Box 14225 Charleston, SC 29422 Phone: 843-906-3998Fax _____ E-mail: conor@dconorkeyslaw.comOther: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____Other: _____

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Sactions
Estimated Time Needed: 15 min. Court Reporter Needed: ☒ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☑ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

D. C. K. 4/15/19

Signature of Attorney for ☑ Plaintiff /☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $_____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10- 5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**MOTION FOR SACTIONS**
Plaintiff,	)	**PURSUANT TO RULE 37, SCRCP**
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	
	)	

FILED
2019 APR 15 PM 4:01
JULIE J. ARMSTRONG
CLERK OF COURT

TO: THE ABOVE NAMED PARTIES:

PLEASE TAKE NOTICE that the Plaintiff, Family Services, Inc. as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff"), by and through its undersigned counsel, will move before this Court on the 10th day after service, or at such other time and place as is convenient to the Court, for an order granting Plaintiff's Motion for Sanctions and further ordering the Defendant Bridget Inman ("Defendant") to comply with this Courts Order filed on June 19, pursuant to Rules 37, SCRCP.

This motion will be based on the pleadings of record, the recorded records of Charleston County, applicable statutory and common law, and any memorandum or exhibits Plaintiffs may seek to submit to the Court prior and/or at hearing on this matter. The grounds for the motion are as follows:

1. In this matter Plaintiff has asserted to that Defendant is obligated to repay funds which her grandmother Muriel W. Clarkin (hereinafter "Clarkin") provided to Defendant for Defendant to purchase real property (hereinafter "Subject Property") It is undisputed that Defendant received said funds and used them to purchase the Subject Property. It is also

undisputed Defendant thereafter sold the Subject Property and received $99,317.71 in proceeds from the sale of the Subject Property (hereinafter "Proceeds of Sale"). What happened to those Proceeds of Sale has always been a factual issue on this matter.

2. On or about January 26, 2018, Plaintiff sent Defendant discovery requests which included a request to identify the location and form of the Proceeds of Sale. In March of 2018, Plaintiff filed a motion seeking the Court to compel Defendants responses to those discover requests.

3. On June 19, 2019, this Court filed an Order compelling Defendant to comply with discovery within 15 days of the Order, including but not limited to ordering Defendant to identify the current location and form of the Proceeds of Sale.

4 On July 19, 2018, Plaintiff attempted to serve Defendant with a notice of deposition by certified mailed addressed to Defendant's counsel and containing a cover letter which referenced Defendant obligation to comply with the Order to Compel. The Notice sent certified mail was returned to Plaintiff unsigned.

5. On or about July 24, 2018, Defendant complied with a small portion of the Order to Compel by providing 4 additional pages of documents in response to requests for production.

6 On 11/3/18, 12/29/18, and 2/1/19 Plaintiff's counsel emailed Defendant's counsel requesting Defendant comply with the Compel Order, and that Defendant provide available dates for her deposition and mediation. Plaintiff's counsel finally responded on 2/6/19 stating he though the documents had been sent. A copy of the emails are attached hereto as Exhibit "**A**" and incorporated herein by reference.

7. On March 6, 2019, Defendant's counsel sent Plaintiff an email stating: "Pursuant to discovery request, attached is a copy of the printout wherein Apple stock was purchased with a

portion of the net proceeds. I will provide a current monthly statement shorty" The printout showed that *two days after Plaintiff was served with summons and complaint in this matter over 67,000.00 dollars of Apple, Inc. stock was purchased using the Proceeds of Sale.*

8. However, the stock account holders name and account number were redacted from the printout and therefore Plaintiff subsequently requested an unredacted copy of the stock information.

9. The parties agreed to a Deposition date of April 8, 2019 for Defendant and Plaintiff served Defendant with a notice of deposition and a cover letter which again requested Plaintiff, comply with the Order to Compel.

10. April 5, 2019, Defendant's counsel sent Defendant and email which states "Here is the February 2019 account statement showing the money in Apple stock in the name of Bridget Inman's mother. Sorry it took so long to get it to you."

11. Therefore, over a year after Plaintiff first requested that Defendant inform Plaintiff of the location and form of the Proceeds of Sale, and nearly a year after the Court ordered Defendant to provide such a response Defendant finally informed Plaintiff that over $67,000.00 of the disputed funds had been provided by Defendant to her mother (hereinafter "Kennedy") who used those funds to purchase Apple, Inc. stock in Kennedy's name *two days after Defendant was served with the summons and complaint in this matter.*

12. By phone call on April 5, 2019, Plaintiff's counsel informed Defendant's counsel that if prior to Defendant's Deposition on April 8, 2019, Defendant would comply that portion of the Order to Compel requiring to Defendant to set forth every payment she made upon a HELOC account of Clarkin's that would reduce the time the deposition would take.

13. Shortly, thereafter Defendant's counsel sent Plaintiff's counsel and email stating that "As a Supplemental Response to Interrogatories and Request to Produce, attached please find a printout of gift payments made by my client." The printout contained an accounting created Defendant, *two years prior,* evidencing all payments Defendant had made on the HELOC.

14. On April 8, 2018, Defendant's Deposition was held wherein, Defendant finally complied with the Compel Order by stating the location of the Proceeds of Sale, including but not limited to, that Defendant had provided her mother Kennedy with a check for $85,000.00 of the $99,317.71, which Kennedy held and invested for the benefit of Defendant.

15. During the Deposition Plaintiff again made clear to Defendant that Defendant had still not fully Complied with the Order to Compel.

16. At present over a week after the deposition Defendant has still not complied with the following sections of the Order to Compel: Paragraph 1 and Paragraph 2, section a).

17. This case is set to be called for trial very shorty. However, because Defendant failed to timely respond to Plaintiff's discovery requests for nearly a year and a half, and further failed to comply with an Order of this Court filed last June, Plaintiff has been injured and prejudiced by not knowing that Defendant transferred a majority of the disputed funds in this matter to Defendant's mother to hold for Defendant's benefit. Upon learning this information Plaintiff, promptly filed a Motion to Amend the Complaint on April 12, 2019, requesting to add Defendant's mother Kennedy as an additional necessary party. However, this is going to cause Plaintiff further delay and additional expense in prosecuting this matter.

18. Plaintiff would respectfully assert that had Defendant complied with the Order to Compel filed on June 19, 2018, Plaintiff would not have been further delayed in prosecuting this action and Plaintiff's additional expenses incurred would have likely been reduced.

19. Therefore, Plaintiff would pray for an order from this Court as follows:

a) Ordering Defendant to fully comply with the Order filed June 19, 2018;

b) awarding Plaintiff attorney's fees and costs which Plaintiff has incurred over the course of this matter in attempt to get Defendant to participate in Discovery;

c) awarding Plaintiff attorney's fees and costs incurred for Plaintiff having to file and prosecute a Motion to Amend to name Kennedy as an additional party;

d) any further action, remedy, or sanction which this Court believes just under the circumstances.

The undersigned hereby certified and affirms in accordance with Rule 11(a), SCRCP that he attempted to resolve this matter with Defendant prior to filing this motion.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

April 19, 2019, Charleston, SC

EXHIBIT A

From: Bruce@berlinskylawfirm.com
Sent: Wednesday, February 6, 2019 8:46 AM
To: David Conor keys
Subject: RE: Clarkin v. Inman

I thought docs were sent. I was out of town and will follow up on that. I will also get some dates for depositions to you by Monday. Why don't we contact bo Wilson or jon austen to schedule mediation. Thanks, bruce

Bruce A. Berlinsky, Attorney at Law
P.O. Box 206 (29402)
One Carriage Lane, Bldg. F
Charleston, SC 29407
TEL: 843-852-2202
FAX: 843-852-4844
bruce@berlinskylawfirm.com

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From: David Conor keys <conor@dconorkeyslaw.com>
Sent: Friday, February 01, 2019 10:44 AM
To: Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

Bruce

PLEASE RESPOND!

Please give me an update on the documents and/or information you were suppose to provide per the Motion to Compel.

Please provide me with dates your client would be available for a deposition.

Finally, as I have said before we have to schedule mediation!

D. Conor Keys
The Law Office of
David Conor Keys, LLC
PO Box 14225

Charleston, SC 29422
843-906-3998
conor@dconorkeyslaw.com

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From: David Conor keys
Sent: Saturday, December 29, 2018 12:15:51 PM
To: Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

Bruce

Please give me an update on the documents and/or information you were suppose to provide per the Motion to Compel.

Please provide me with dates your client would be available for a deposition.

Finally, as I have said before we have to schedule mediation!

D. Conor Keys
The Law Office of
David Conor Keys, LLC
PO Box 14225
Charleston, SC 29422
843-906-3998
conor@dconorkeyslaw.com

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checked for viruses before being opened. If you have received this message in error, please notify the sender immediately by electronic mail, and delete this message and all copies and backups thereof.

From: David Conor keys
Sent: Tuesday, November 13, 2018 11:56:46 AM
To: Bruce@berlinskylawfirm.com
Subject: Clarkin v. Inman

Bruce

You still have not provided me everything from the Order (see attached) please provide the rest of the documents and/or information promptly so that I do not have to file a rule to show cause. Further please provide me with proposed deposition dates for your client like I have previously requested. Finally, we are past due on scheduling mediation. Let me know thanks.

D. Conor Keys
The Law Office of
David Conor Keys, LLC
PO Box 14225
Charleston, SC 29422
843-906-3998
conor@dconorkeyslaw.com

CONFIDENTIALITY NOTICE: This message and any file transmitted with it is intended exclusively for the individual or entity to which it is addressed. This message may contain information that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. The information contained in this message and any file transmitted with it is transmitted in this form based on a reasonable expectation of privacy consistent with ABA Formal Opinion No. 99-413. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, disclosure, distribution, copying or use of the information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. All attachments are believed to be free of viruses, but any attachment should be checked for viruses before being opened. If you have received this message in error, please notify the sender immediately by electronic mail, and delete this message and all copies and backups thereof.

2017-CP-10-5426

CERTIFICATE OF SERVICE

I certify that on this 15th day of April, 2019, a copy Plaintiff's Motion for Summary Judgement and Motion for Sanctions the was placed in the United States Mail postage pre-paid, addressed as follows:

Bruce A. Berlinsky
PO Box 206
Charleston, SC 29402
Attorney for Bridget D. Inman

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

FILED
2019 APR 15 02
JULIE J. ARMSTRONG
CLERK OF COURT
BY

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO.: 2017--CP-10-5426
	)	
Family Services,Inc. as Conservator for Muriel W. Clarkin	)	**MOTION AND ORDER INFORMATION**
Plaintiff,	)	**FORM AND COVERSHEET**
vs.	)	
	)	
Bridget D. Inman	)	
Defendant.	)	

Plaintiff's Attorney:	Defendant's Attorney:
David Conor Keys, Esq., Bar No. _____	Bruce A. Berlinsky,Esq., Bar No. _____
Address:	Address:
P.O. Box 14225	P.O. Box 206, Charleston, SC 29402
Phone: 843-906-3998Fax _____	Phone: _____ Fax_____
E-mail: conor@dconorkeys.comOther: _____	E-mail: _____Other: _____

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Intervene
Estimated Time Needed: 15 Minutes Court Reporter Needed: ☒ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

KDM Atty for Intervenor 08/07/2019
Signature of Attorney for ☐ Plaintiff /☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE _____
☐ Other: _____	Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	2017
)	
Family Services, Inc. as Conservator)	CASE NO: 2016-CP-10-5426
For Muriel W Clarkin,)	
)	
Plaintiffs,)	**MOTION TO INTERVENE**
)	
v.)	
)	
Bridget D Inman,)	
)	
Defendant.)	
)	

FILED
2019 AUG -9 AM 11:32
JULIE J. ARMSTRONG
CLERK OF COURT
BY

NOW COMES, PATRICIA CLARKIN SMITH by and through her attorney, Karen M. DeJong, Esq., DeJong Law Firm, LLC, for an Order allowing intervention as set forth below not sooner than ten (10) days henceforth by the presiding Judge.

PLEASE TAKE NOTICE that, as soon as the matter may be heard in the above-entitled action, Intervenor, PATRICIA CLARKIN SMITH, will and does move the Court under the South Carolina Rules of Civil Procedure, Rule 24, for an Order granting it leave to intervene in the above-named action.

The grounds for the issuance of this Order are that the Intervenor, PATRICIA CLARKIN SMITH, has an interest in the above-matter litigation in that the Intervenor has a claim relating to the property that is the subject of this action and Intervenor is so situated that the disposition of the action may, as a practical matter, impair or impede her ability to protect that interest, unless the Intervenor's interest is adequately represented in this action

The Motion to Intervene is based on this Notice and any Memorandum of Law, along with all papers filed in this action and on any evidence or case law that is presented at the hearing.

Dated: August 6, 2019

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
222 West Coleman Blvd., Ste. 110
Mount Pleasant, SC 29464
Tel. No. 843-216-6161
Fax No. 843-300-1080
karen@dejonglawfirm.com
Attorney for Patricia Clarkin Smith,
Intervenor

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	2017
Family Services, Inc. as Conservator	)	CASE NO: 2016-CP-10-5426
For Muriel W Clarkin,	)	
	)	
Plaintiffs,	)	**CERTIFICATE OF SERVICE**
	)	
v.	)	
	)	
Bridget D Inman,	)	
	)	
Defendant.	)	

FILED
2019 AUG -9 AM 11:32
JULIE J. ARMSTRONG
CLERK OF COURT
BY

I do hereby certify that on August 7, 2019, I served a true and correct copy of Patricia Clarkin Smith's Motion to Intervene and Memorandum in Support to all counsel via U.S. Mail by depositing it in an envelope with sufficient postage prepaid and affixed as noted below:

D. Conor Keys, Esquire
The Law Office of David Conor Keys, LLC
PO Box 14225
Charleston, SC 29422
Attorney for Plaintiff

Bruce Alan Berlinsky, Esquire
PO Box 206
Charleston, S 29402
Attorney for Defendant

Mount Pleasant, SC
August 7, 2019

Karen M. DeJong, Esq.

DeJong Law Firm
222 West Coleman Boulevard
Suite 110
Mount Pleasant, SC 29464

Telephone: (843) 216-6161 Fax: (843) 300-1080

August 7, 2019

Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Family Services Inc. v Bridget D Inman
Case No. 2016-CP-10-5426

Ladies and Gentlemen:

Enclosed please find a Motion to Intervene. Please return a date-stamped copy of the documents to us in the envelope provided.

Thank you very much for your assistance in this matter. Please let us know if you have any questions.

Very truly yours,

Karen M. DeJong

Enclosures

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., Conservator for Muriel W. Clarkin Plaintiff, vs. Bridget D. Inman Defendant.	)	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO.: 2017-CP-10-5426 **MOTION AND ORDER INFORMATION** **FORM AND COVERSHEET**

Plaintiff's Attorney:	Defendant's Attorney:
David Conor Keys, Esq., Bar No. _____ Address: PO Box 14225, Charleston, SC 29422 Phone: 906-3998Fax _____ E-mail: conor@dconorkeyslaw.comOther: _____	Bruce A. Berlinsky, Esquire, Bar No. 671 Address: P.O. Box 206, Charleston, SC 29402 Phone: 852-2202 Fax852-4844 E-mail: bruce@berlinskylawfirm.comOther: _____

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: consent
Estimated Time Needed: _____ Court Reporter Needed: ☐ **YES** ☒ **NO**

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ~~☒ Plaintiff~~ / ☐ Defendant

August 23, 2019
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $_____
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
	)	
Family Services, Inc., Conservator for Muriel W. Clarkin,	)	
	)	
Plaintiff(s),	)	
	)	**NOTICE OF MOTION AND MOTION FOR CONTINUANCE**
versus	)	
	)	
Bridget D. Inman,	)	
	)	
Defendant(s).	)	

FILED
2019 AUG 28 PM 3:41
JULIE J. ARMSTRONG
CLERK OF COURT

PLEASE TAKE NOTICE that Bruce A. Berlinsky, Esquire, attorney for Plaintiff hereby moves before the Charleston County Court of Common Pleas for a continuance of the three motions scheduled before this Honorable Court on August 30, 2019 as follows:

1. Motion for Partial Summary Judgment
2. Motion to Add Another Party
3. Motion for Sanctions

Defendant hereby requests a continuance on the following grounds:

1. Defendant and Defendant's counsel did not realize at the time the motions were scheduled that it was Labor Day weekend, and Defendant had plans to be out of town.
2. A continuance is not prejudicial to Plaintiff in light of the fact that mediation is scheduled for September 19 or 25 and the motions could be heard on the motions calendar of September 23 which would not cause any delay under the current Scheduling Order whereby the underlying case will not be heard before November 1, 2019.

3. The undersigned is taking his first vacation without children in eight years beginning Labor Day weekend.
4. That the undersigned has been out of his office several days a week over the past three weeks for medical/dental procedures and inadvertently forgot to file Order of Protection.
5. The undersigned and Plaintiff's attorney have spoken and Plaintiff's attorney cannot consent to a continuance.

For the foregoing reasons, Bruce A. Berlinsky, Esquire hereby requests this Court grant a continuance in this matter.

Bruce A. Berlinsky, Esq.
P.O. Box 206 (29402)
One Carriage Lane, Bldg. F
Charleston, SC 29407
(843) 852-2202
ATTORNEY FOR DEFENDANT

Charleston, South Carolina
August 26th, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
	)	
Family Services, Inc., Conservator for Muriel W. Clarkin,	)	
	)	
Plaintiff(s),	)	**CERTIFICATE OF MAILING**
	)	
versus	)	
	)	
Bridget D. Inman,	)	
	)	
Defendant(s).	)	

2019 AUG 28 PM 3:44
JULIE J. ARMSTRONG
CLERK OF COURT

I, Jessica Reynolds, do hereby certify that I have this date mailed a true and correct copy of the foregoing **Notice of Motion and Motion for Continuance**, postage prepaid, and deposited with the United States Postal Service as follows:

VIA US MAIL & EMAIL (dconorkeys@gmail.com)
D. Conor Keys, Esquire
P.O. Box 14225
Charleston, SC 29422
Attorney for Plaintiff

Dated this 28th day of August, 2019.

Jessica Reynolds

ELECTRONICALLY FILED - 2019 Dec 30 5:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-10-5426
Family Services, Inc., as Conservator Muriel W. Clarkin, Plaintiff, Bridget D. Inman and Muriel C. Kennedy, Defendants.	BRIDGET D. INMAN'S NOTICE OF MOTION AND MOTION TO STRIKE PARAGRAPHS 90 AND 91 INACCORDANCE WITH RULE 12(f) SCRCP

T: D. Conor Keys, Esq., attorney for the Plaintiff.

You will please take notice that ten days after service of this motion or as soon thereafter as the motion can be heard, the undersigned attorney for Defendant Bridget Inman (hereafter "Inman") will move before the presiding judge of the Court of Common Pleas for Charleston County pursuant to Rule 12(f) SCRCP to strike paragraphs 90 and 91 from the Amended Complaint. These paragraphs quote the defendant Bridget Inman as follows:

> 90. Defendant offered to provide Plaintiff the Proceeds of the sale of the subject Property, but did not do so.
>
> 92. Defendant testified in her deposition that she offered Plaintiff the entire proceeds of sale of the Subject Property stating: "I did make attempts to give that lump sum to them to show my appreciation for the gift." (Inman Depo., Pg. 29, Lines 12-25, Filed 11.12.19)

These allegations are immaterial to the issues in this lawsuit and prejudicial to Inman because they are offers to settle. Rule 408, SCRE makes offers to settle inadmissible in evidence when if they are being offered to prove liability. The plaintiff's purpose in alleging paragraphs 90 and 91 is clearly to prove Inman's liability.

ELECTRONICALLY FILED - 2019 Dec 30 5:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

The bases of this motion are exhibits and affidavits filed with this motion and other affidavits and exhibits previously filed with the Court, other pleadings filed with the Court, documents exchanged in discovery and South Carolina case and statutory law.

BACKGROUND

The plaintiff was appointed financial conservator for Muriel W. Clarkin in early 2015 by the Probate Court. Clarkin is an 87 year old widow. The defendant Bridget Inman is her granddaughter. In 2008, Clarkin gave Inman approximately $137,000 to purchase a house on Elrod Drive in Ladson, SC which plaintiff refers to in the Amended Complaint as the "subject property". Clarkin made it clear to Inman the money was a gift. Clarkin obtained the money from a HELOC on a home she owned on Atlantic Street in Mt. Pleasant, SC[1] which plaintiff refers to in its amended complaint as the "mortgaged property". Clarkin inherited the home from her parents and, until she obtained the HELOC, it had no debt.

Starting in 2008 after Inman bought the Elrod house, she began making monthly payments on the HELOC although she was not obligated to do so. She did it to help out her grandmother. She continued to make payments until approximately April 2017. Most of the payments were the amount owed each month for interest. It is a no interest loan until 2026 when it will be converted into a conventional loan amortized over 20 years.

After the plaintiff was appointed as Clarkin's financial conservator in 2015, the plaintiff demanded that Inman make the monthly payments to the plaintiff who in turn paid Wells Fargo. Plaintiff takes the position that the money Clarkin gave Inman to buy the house on Elrod Drive was a loan despite the fact that there is no written proof that it was a loan..

The statements in paragraph 90 and 91 of the amended complaint by Inman were statements made by her in settlement negotiations, a fact well known to the plaintiff. Moreover, the quote from her deposition is incomplete and, therefore,

---

[1] The original HELOC was taken out by Clarkin in 2006 for $100,000 with Wachovia Bank. In 2008, Clarkin increased the limit of the HELOC to $150,000.00 and gave Inman the gift of $137,000.00. Sometime after 2008, Wells Fargo and Wachovia merged and Wells Fargo now owns the HELOC. Wells Fargo has advised that it cannot obtain any records of the HELOC that were created when Wachovia owned the HELOC.

misleading. The entire quote makes it clear that she offered to pay the plaintiff $99,000 to be released from paying anything else on the HELOC.

The entire quote is as follows:

Q. Did you ever think you should give some of that money back to your grandmother, the money from the sale of Elrod, the $99,000 you received in February of 2017? Did you ever believe that you should give some of that money back to your grandmother?
A. Did I ever believe. Well, I did try - I've contacted Family Services, to Kelley, and I did try to offer the whole thing, the hundred -the -or what I walked away -
Q. The $99,000?
A. **Yeah, I did. I did make attempts to give that lump sum to them to show my appreciation for the gift, and they did not that was not enough. They did not want it.**
Q. Why did--
A. They wanted whatever -they wanted more than whatever their total balance was that they said was on my grandmother's loan.
Q. So why didn't you just give them the 99 and say this is what I have?
A. Because I chose not to. **If that wasn't good enough for them I mean, I tried to give them the deed prior to selling. That wasn't good enough for them.**

Deposition of Bridget Inman, page 29 at line 12 to page 30 at line 11. Pages attached as Ex. A.

In another part of her deposition, plaintiff's lawyer delved into the same subject.

Q. Why did you choose to offer the $99,000 to Family Services in the first place?
A. Because I wanted -there's a part of me that I really did want to help my grandmother. And that's -my heart wants to help my grandmother. But then that's -after -you know, when you get stuck with this, suing me.
Q. When did you make the offer?
A. As soon as I sold the home.
Q. Okay.
A. Yeah.
Q. This occurred -this lawsuit occurred after the offer; correct?
A. Okay. Well, yes. Okay, but I'm saying,

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there's more -there's a lot more -I don't like how my grandmother is being managed. Okay? My grandmother is just in a really bad -really bad way.
Q. Okay.
A. And so for lots of personal reasons I have chosen not to.
Q. For clarification, you offered it?
A. I did offer.
Q. They said, I want $131,000?
A.. I don't recall exactly the amount that they wanted.
Q. But they wanted many thousands of dollars more; correct?
A. Yes.
Q. And you said, well, if you won't take this, I'm giving you nothing?
A. That's correct.

Deposition of Bridget Inman, page 32 at line 2 to page 33 at line 7. All quoted pages of the deposition are attached as Ex. A.

More to the point are the notes of a phone conversation Kelly Evans[2], who works for plaintiff and is Clarkin's case worker, had with Inman on April 5, 2017 and two affidavits executed by Evans. They demonstrate beyond doubt that the offer was made by Inman in return for the plaintiff forgiving anything else the plaintiff thought she owed. First, Evans' notes of the phone conversation with Inman on April 5, 2017.

4/05/17 Telephone L/m again for Bridget kevans
40-min talk with Bridget, she wants to pay the $90K+ Balance from the sale of the house but she wants to be forgiven the remaining balance, which I cannot agree to. The property is upside down so there is a gap that falls on her side. I will send her the next stmt and she will send her numbers b/c she thinks she owes less than that what I think. She may write a letter to wells fargo asking for the remainder of the debt to be forgiven.

Page from Evans notes of telephone conversations attached as Ex. B.

Second are paragraphs 5 of Evans' affidavits. (Attached as Ex. C.) Paragraph 5 of Evans' affidavit dated April 8, 2019 states as follows:

I further state on April 17, 2017, Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan which prior to that Ms. Inman had been making monthly payments to Family Services to be applied to the amount due upon the HELOC. During the conversation Ms. Inman, stated and offered to pay Family Services, Inc., over ninety thousand dollars if Family Services, Inc. agreed to forgive the remaining amount

[2] Obtained from the plaintiff's attorney.

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which Family Services claimed Ms. Inman owed Ms. Clarkin in order to satisfy the total amount due on the HELOC. I informed Ms. Inman that we could not forgive the remaining balance because at the time of our conversation the principle balance upon the HELOPC was roughly $131,000.00.

Paragraph 5 of Evans' affidavit filed on August 13, 2019 (Attached as Ex. C) states

> On April 17, 2019. Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan. She discussed the sale of 316 Elrod Dr and offered to pay $90,000 towards the loan in exchange for forgiveness of the remaining HELOC balance. I informed Ms. Inman that we could not forgive the remaining balance because at the time of our conversation, the principle balance upon the HELOC was roughly $131,000.00.

Wherefore, Bridget Inman moves this Court to strike paragraphs 90 and 91 for the reasons cited herein and require the plaintiff to file a second amended complaint.

Respectfully Submitted,

S/MICHAEL P. O'CONNELL, SC Bar ID 4260
Stirling & O'Connell
PO Box 828
Mt. Pleasant, SC 29465
843-577-9890 land line
843-224-5717
moconnell@stirlingoconnell.com

December 30, 2019

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A. Because that's her go-to stock.
Q. Your mother has never told you what she was doing investing the money?
A. No. And, quite frankly, I don't really care, because I trust her.
Q. But it's your money?
A. Correct.
Q. It's not your mother's money?
A. Correct.
Q. Okay.
A. Because it was gifted to me.
Q. Did you ever think you should give some of that money back to your grandmother, the money from the sale of Elrod, the $99,000 you received in February of 2017? Did you ever believe that you should give some of that money back to your grandmother?
A. Did I ever believe. Well, I did try -- I've contacted Family Services, to Kelley, and I did try to offer the whole thing, the hundred -- the -- or what I walked away --
Q. The $99,000?
A. Yeah, I did. I did make attempts to give that lump sum to them to show my appreciation for the gift, and they did not -- that was not enough. They

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did not want it.
Q. Why did --
A. They wanted whatever -- they wanted more than whatever their total balance was that they said was on my grandmother's loan.
Q. So why didn't you just give them the 99 and say this is what I have?
A. Because I chose not to. If that wasn't good enough for them -- I mean, I tried to give them the deed prior to selling. That wasn't good enough for them.
Q. Why did you try to give them the deed prior to selling?
A. Because I thought that that could -- I was trying to help my grandmother.
Q. Would it have helped your grandmother to give her $99,000?
A. Possibly. But if -- you know, there's -- that's a whole-nother story for a whole-nother day.
Q. That is the story for today. That is what we are talking about.
A. Well, no. Okay, so my reason for it is I chose -- at the end of the day, my story was that I chose not to.
Q. Okay.

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A. That's the story.
Q. Why, though? I'm asking you why.
A. Why?
Q. Why did you choose not to?
A. I chose not to.
Q. Can you please give me a reason why you chose not to?
A. I don't like how -- okay, here's the real reason.
Q. Okay.
A. I don't like how Family Services is managing my grandmother. And I feel like if I gave them the 97,000 --
Q. Ninety-nine.
A. Or whatever it was. Okay, y'all have that. Whatever it is, that bottom-line dollar amount, that they would totally mismanage that and blow it on legal fees or totally -- it wouldn't go towards my grandmother.
Q. Okay.
A. It wouldn't go truly towards taking care of my grandmother. It would go to pay you and her and whoever else they're suing.
Q. So that is why you chose not to give the $99,000 to Family Services?

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A. Yes.
Q. Why did you choose to offer the $99,000 to Family Services in the first place?
A. Because I wanted -- there's a part of me that I really did want to help my grandmother. And that's -- my heart wants to help my grandmother. But then that's -- after -- you know, when you get stuck with this, suing me.
Q. When did you make the offer?
A. As soon as I sold the home.
Q. Okay.
A. Yeah.
Q. This occurred -- this lawsuit occurred after the offer; correct?
A. Okay. Well, yes. Okay, but I'm saying, there's more -- there's a lot more -- I don't like how my grandmother is being managed. Okay? My grandmother is just in a really bad -- really bad way.
Q. Okay.
A. And so for lots of personal reasons I have chosen not to.
Q. For clarification, you offered it?
A. I did offer.
Q. They said, I want $131,000?
A. I don't recall exactly the amount that

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they wanted.
Q. But they wanted many thousands of dollars more, correct?
A. Yes.
Q. And you said, well, if you won't take this, I'm giving you nothing?
A. That's correct.
Q. Okay.
A. Uh-huh.
Q. Why would you give them nothing if it would help your grandmother?
A. Because I -- I have already answered this.
Q. Okay. What's the answer?
A. I just told you. I changed my mind.
Q. Okay. If I told you you had a phone call -- let's go to Exhibit 8, which is -- he's got it right there. If you would look over that. It's two pages. One is a business record of Family Services. The other is a phone call business record of Family Services. If I told you you had a phone call with Family Services on 4/17/2017 where you offered them, as you say, $99,000, does that sound correct? Is that what you were just talking about?
A. This is probably it because it's from -- it's after the sale of the home, so yes.

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Q. If you look to the next page?
A. Uh-huh.
Q. Where it has the calling number listed, 843-729-3752?
A. Yes.
Q. Is that your number?
A. Yes.
Q. It says the duration of the phone conversation lasted 38.5 minutes. Is that correct?
A. Uh-huh.
Q. Okay. Why did you offer to deed Elrod back to your grandmother or Family Services?
A. Why did I offer the deed?
Q. Yes.
A. Because I had outgrown the home and it was not -- okay, so I bought the home right before the market crashed in 2008.
Q. In July of 2008?
A. Yeah. And so I was upside down market-wise, so I thought the best thing to do would be to turn it into a rental.
Q. When did you do that?
A. No, no, no. Let me answer your question. So I offered the home. I didn't want it to be a rental, but I thought it would be best if Family

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Services could deed it back -- I deed it back to them. They could then have it as a rental property. Not they manage it, but have a rental property management, have it as a rental property for my grandmother, as an asset to her, and use it as income for my grandmother. They said no to that, too.
Q. When did you first start renting the property, Elrod?
A. I would have to look back at my records. I can't recall off the top of my head.
Q. When did you move out of Elrod?
A. I can't recall the exact time frame.
Q. Ballpark?
A. Well, it would have to be -- I'm not going to tell you because I can't remember.
Q. I'm not holding you to it but we're talking about ten years.
A. I know. I can't remember what I ate for dinner two days ago.
Q. Was it closer to 2008 or closer to 2018?
A. It was closer to 2018 mark. But I mean, it was some -- I don't know. I'm not going to answer that because I can't.
Q. I need you to answer my questions, please.
A. Okay. Well, then --

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Q. I'm only asking you to answer them to the best of your knowledge.
A. It would have to be somewhere between twenty -- I sold it in 2017 so somewhere around '14, '15, probably. Around the ballpark of that.
Q. That's all I'm asking.
A. Okay.
Q. So you rented it roughly 2015-2016, around there?
A. Somewhere in there.
Q. Okay.
A. Okay. I feel comfortable saying that. I just don't want you to hold me to something I can't like --
Q. I'm only asking you to say --
A. Okay.
Q. -- what you can remember.
A. Okay.
Q. All right. In your mind is there a difference between deeding the property back to Family Services or giving them money from the sale of the property if both were to benefit your grandmother?
A. Yes.
Q. What's the difference?
A. Deeding it, had I deeded it, it would have

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EX B

Date	Type	Service Record	User ID
03/19/2015	Telephone	Spoke to Bridgett, she would be in agreement to do anything to get the house out of her name, she will continue to pay her portion	kevans
01/28/2016	Telephone	Lengthy conversation with Bridget, she continues to want to sign over property, I advised we would not be in agreement. Per Todd, he says that we do not need to claim the mortgage interest, so I told her that we would not be claiming. It is up to her and her tax advisor to determine if there is a way to deduct that interest for her	kevans
04/03/2017	Telephone	L/m for Bridgett	kevans
04/04/2017	Telephone	L/m again for Bridget	kevans
04/05/2017	Telephone	L/m again for Bridget	kevans
04/17/2017	Telephone	40-min talk with Bridget, she wants to pay the $90k+ balance from the sale of the house but she wants to be forgiven with the remaining balance, which I cannot agree to. The property is upside down so there is a gap that falls on her side. I will send her the next stmt and she will send her numbers b/c she thinks she owes less than what I think. She may write a letter to wells fargo asking for the remainder debt to be forgiven.	kevans

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., as Conservator For Muriel W. Clarkin, Plaintiff, vs. Bridget D. Inman Defendant.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2016-CP-10- 5426 **AFFIDAVIT OF KELLEY EVANS**

PERSONALLY APPEARED before me, Kelley Evans, who being duly sworn, deposes and says as follows:

1. I am twenty-one years of age or older, legally competent to testify as to the matters contained within this Affidavit, and have personal knowledge of the facts set forth within this Affidavit.

2. I am employed as a Conservator Case Manager for Family Services Inc., and am the case manager for Muriel W. Clarkin's conservatorship.

3. I have reviewed the allegations set forth in Plaintiff's Motion for Summary Judgment to which this affidavit is attached. The allegations asserted therein are true the best of my knowledge.

4 The Exhibits attached to the Motion for Summary Judgement are business records maintained Family Services, Inc. in the regular course of business while acting as a conservator for Muriel W. Clarkin.

5. I further state on April 17, 2017, Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan which prior to that Ms. Inman had been making monthly payments to Family Services to be applied to the amount due upon the HELOC. During the conversation Ms. Inman stated and offered to pay Family Services, Inc., over ninety thousand dollars if Family Service, Inc. agreed to forgive the remaining amount which Family Services claimed Ms. Inman owed Ms. Clarkin in order to satisfy the total amount due on the HELOC. I informed Ms. Iman that we could not forgive the remaining balance because at the time of our conversation the principle balance upon the HELOC was roughly $131,000.00.

SIGNATURE BLOCK TO FOLLOW

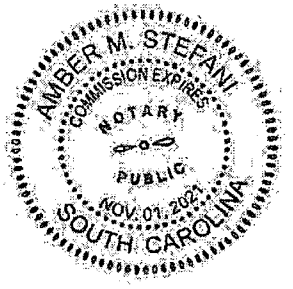
AND FURTHER THE AFFIANT SAYETH NOT.

Kelley Evans for Family Services Inc

Kelley Evans as Conservator Case Manager for
For the Conservatorship of Muriel W. Clarkin

SWORN TO before me April 8, 2019.

Notary Public for South Carolina
My Commission Expires: 11/1/21



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Ex. C

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., as Conservator For Muriel W. Clarkin, Plaintiff, vs. Bridget D. Inman Defendant.	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2016-CP-10- 5426 2017 **AFFIDAVIT OF KELLEY EVANS IN SUPPORT OF THE MOTION FOR SUMMARY JUDGEMENT**

2019 AUG 13 AM 10:11
JULIE J. ARMSTRONG
CLERK OF COURT
FILED

PERSONALLY APPEARED before me, Kelley Evans, who being duly sworn, deposes and says as follows:

1. I am twenty-one years of age or older, legally competent to testify as to the matters contained within this Affidavit, and have personal knowledge of the facts set forth within this Affidavit.

2. I am employed as a Conservator Case Manager for Family Services Inc., and am the case manager for Muriel W. Clarkin's Conservatorship.

3. I state that during the time period from March 2015 through April 2017, Bridget Inman contacted me several times via telephone, letter and emails to request to sign over the deed for 316 Elrod Dr, Goose Creek, SC to Family Services as Conservator for Muriel Clarkin.

4. Ms. Inman consistently made monthly payments to Family Services Inc. towards Ms. Clarkin's HELOC loan between July 2015 and April 2017.

5. On April 17, 2017, Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan. She discussed the sale of 316 Elrod Dr and offered to pay $90,000 towards the loan in exchange for forgiveness of the remaining HELOC balance. I informed Ms. Iman that we could not forgive the remaining balance because at the time of our conversation, the principle balance upon the HELOC was roughly $131,000.00.

6. As of today's date, August 12, 2019, Ms. Clarkin has $28,860.32 in funds and is facing a $2,200 monthly deficit. It is imperative that this action is resolved quickly before her funds are completely exhausted.

SIGNATURE BLOCK TO FOLLOW

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AND FURTHER THE AFFIANT SAYETH NOT.

Kelley Evans for Family Services Inc.
Kelley Evans as Conservator Case Manager for
For the Conservatorship of Muriel W. Clarkin

SWORN TO before me August 12, 2019.

Angela D Edwards

Notary Public for
My Commission Expires: April 4, 2023

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ELECTRONICALLY FILED - 2020 Feb 25 1:16 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**NINTH JUDICIAL CIRCUIT**
COUNTY OF CHARLESTON	)	**CASE #: 2017-CP-10-5426**
FAMILY SERVICES, INC., CONSERVATOR FOR MURIEL W. CLARKIN,	)	
Plaintiffs,	)	***MOTION TO DISMISS OF DEFENDANT MURIEL KENNEDY***
v.	)	
BRIDGET D. INMAN and MURIEL C. KENNEDY,	)	
Defendants.	)	

TO THE PLAINTIFF ABOVE NAMED:

PLEASE TAKE NOTICE that the Defendant Muriel C. Kennedy intends to move before the Honorable Court at a date and time to be set by the Court to dismiss the action against her pursuant to Rule 12(b)(6) S.C.R.C.P., for failure to state a cause of action against her, on the following grounds:

a) The Plaintiff has no standing to claim the proceeds from a home equity line of credit (HELOC) alleged in the Amended Complaint, because neither the Plaintiff Conservator, nor Muriel Clarkin, has an interest in the mortgaged property which is titled solely in the name of Patricia Clarkin Smith.

Furthermore, the Plaintiff has moved to enforce a settlement with the said Patricia Clarkin Smith in case number 2017-CP-10-5427 which would finally disclaim any interest of the Plaintiff or Muriel Clarkin in the mortgaged property; and

b) The real property known as 316 Elrod Drive, Goose Creek, South Carolina, referred to in the Amended Complaint as the "subject property" allegedly purchased with the proceeds of the HELOC, was offered unconditionally to the Plaintiff by Defendant Inman prior to sale according to Paragraphs 87 & 88 of the Amended Complaint:

> "87. Defendant offered to deed the Subject Property to Plaintiff.
>
> 88. Defendant testified in deposition she offered deed the Subject Property to Plaintiff, for the purpose of "trying to help my grandmother." (Inman Depo. Pg. 30, Lines 12-15, Filed 11/12/19). Defendant went on

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> to state "So I offered the home. I didn't want it to be a rental, but I thought it would be best if Family Services could deed it back – I deed it back to them. They could then have it as a rental property. Not they manage it, but have a rental property management, have it as a rental property for my grandmother, as an asset to her, and use it as income for my grandmother." (Inman Depo., Pg 34, Line 11 – Pg 35, Line 5; Filed 11/12/19)."

A motion under Rule 12(b)(6) may be granted when the pleadings indicate that Plaintiff is not entitled to relief under any theory of the case, see *Brown v. Leverette*, 291 S.C. 364, 366, 353 S.E. 2nd 697 (1987).

As a result of the Plaintiff's allegation in the Amended Complaint of Defendant Inman's offer to deed over the subject property and Plaintiff's subsequent refusal, the Plaintiff cannot possibly recover on any of her equitable causes of action (equitable lien, constructive trust, unjust enrichment) against Defendant Kennedy, because Plaintiff's refusal negates any equitable justification to claim the proceeds of the sale of the "subject property."

c) As to the allegation of fraudulent conveyance of a portion of the proceeds of the sale of the "subject property", such conveyance cannot possibly have been fraudulent since the Amended Complaint alleges that the property was unconditionally offered to Plaintiff prior to sale.

d) As to the claim of civil conspiracy, the Plaintiff's allegation that Defendant Inman's offer of the deed to the "subject property" negates any possibility of proof of the second of the three elements of civil conspiracy, that Defendants Inman and Kennedy's actions were "for the purpose of injuring the Plaintiff." The Amended Complaint alleges that the purpose of the offer to deed the "subject property" was to benefit, not injure, the protected person (Paragraph 88). See *Hackworth v. Graywood at Hammett, LLC*, 385 S.C. 110, 682 S.E. 2nd 871 (Ct. App. 2009).

Further, the Amended Complaint alleges no special damages separate and independent from those which would be included in its fraudulent conveyance cause of action were it to survive this motion. Id.

For the above reasons, the Amended Complaint fails to state a cause of action and should be dismissed against Defendant Muriel C. Kennedy, pursuant to Rule 12(b)(6) S.C.R.C.P.

PLEASE BE PRESENT TO DEFEND IF SO MINDED!

S/Kerry W. Koon
KERRY W. KOON
147 Wappoo Creek Drive, Ste. 203
Charleston, SC 29412
(843) 795-7000
ATTORNEY FOR DEFENDANT MURIEL C. KENNEDY

Charleston, South Carolina
February 25, 2020.

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ELECTRONICALLY FILED - 2020 Jun 11 10:31 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-10-5426
Family Services, Inc., as Conservator Muriel W. Clarkin, Plaintiff, Bridget D. Inman and Muriel C. Kennedy, Defendants.	BRIDGET D. INMAN'S **AMENDED** NOTICE OF MOTION AND MOTION TO STRIKE PARAGRAPHS 90 AND 91 INACCORDANCE WITH RULE 12(f) SCRCP

T: D. Conor Keys, Esq., attorney for the Plaintiff.

[This Amended Motion to Strike is the same as the original motion except the paragraphs in the body of the motion were incorrectly listed as numbers 90 and 92 in the original motion and in this corrected motion they are paragraphs 90 and 91. Defendant also failed to include a Rule 11 affirmation in her original motion. It is included in this motion.]

You will please take notice that ten days after service of this motion or as soon thereafter as the motion can be heard, the undersigned attorney for Defendant Bridget Inman (hereafter "Inman") will move before the presiding judge of the Court of Common Pleas for Charleston County pursuant to Rule 12(f) SCRCP to strike paragraphs 90 and 91 from the Amended Complaint. These paragraphs quote the defendant Bridget Inman as follows:

> 90. Defendant offered to provide Plaintiff the Proceeds of the sale of the subject Property, but did not do so.
>
> 91. Defendant testified in her deposition that she offered Plaintiff the entire proceeds of sale of the Subject Property stating: "I did make attempts to give that lump sum to them to show my appreciation for the gift." (Inman Depo., Pg. 29, Lines 12-25, Filed 11.12.19)

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These allegations are immaterial to the issues in this lawsuit and prejudicial to Inman because they are offers to settle. Rule 408, SCRE makes offers to settle inadmissible in evidence when if they are being offered to prove liability. The plaintiff's purpose in alleging paragraphs 90 and 91 is clearly to prove Inman's liability based on settlement offers.

The bases of this motion are exhibits and affidavits filed with this motion and other affidavits and exhibits previously filed with the Court, other pleadings filed with the Court, documents exchanged in discovery and South Carolina case and statutory law.

BACKGROUND

The plaintiff was appointed financial conservator for Muriel W. Clarkin in early 2015 by the Probate Court. Clarkin is an 87 year old widow. The defendant Bridget Inman is her granddaughter. In 2008, Clarkin gave Inman approximately $137,000 to purchase a house on Elrod Drive in Ladson, SC which plaintiff refers to in the Amended Complaint as the "subject property". Clarkin made it clear to Inman the money was a gift. Clarkin obtained the money from a HELOC on a home she owned on Atlantic Street in Mt. Pleasant, SC[1] which plaintiff refers to in its amended complaint as the "mortgaged property". Clarkin inherited the home from her parents and, until she obtained the HELOC, it had no debt.

Starting in 2008 after Inman bought the Elrod house, she began making monthly payments on the HELOC although she was not obligated to do so. She did it to help out her grandmother. She continued to make payments until approximately April 2017. Most of the payments were the amount owed each month for interest. It is a no interest loan until 2026 when it will be converted into a conventional loan amortized over 20 years.

After the plaintiff was appointed as Clarkin's financial conservator in 2015, the plaintiff demanded that Inman make the monthly payments to the plaintiff who in turn paid Wells Fargo. Plaintiff takes the position that the money Clarkin gave Inman to buy

---

[1] The original HELOC was taken out by Clarkin in 2006 for $100,000 with Wachovia Bank. In 2008, Clarkin increased the limit of the HELOC to $150,000.00 and gave Inman the gift of $137,000.00. Sometime after 2008, Wells Fargo and Wachovia merged and Wells Fargo now owns the HELOC. Wells Fargo has advised that it cannot obtain any records of the HELOC that were created when Wachovia owned the HELOC.

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the house on Elrod Drive was a loan despite the fact that there is no written proof that it was a loan.

The statements in paragraph 90 and 91 of the amended complaint by Inman were statements made by her in settlement negotiations, a fact well known to the plaintiff. Moreover, the quote from her deposition is incomplete and, therefore, misleading. The entire quote makes it clear that she offered to pay the plaintiff $99,000 to be released from paying anything else on the HELOC.

The entire quote is as follows:

Q. Did you ever think you should give some of that money back to your grandmother, the money from the sale of Elrod, the $99,000 you received in February of 2017? Did you ever believe that you should give some of that money back to your grandmother?
A. Did I ever believe. Well, I did try - I've contacted Family Services, to Kelley, and I did try to offer the whole thing, the hundred -the -or what I walked away -
Q. The $99,000?
A. **Yeah, I did. I did make attempts to give that lump sum to them to show my appreciation for the gift, and they did not that was not enough. They did not want it.**
Q. Why did--
A. They wanted whatever -they wanted more than whatever their total balance was that they said was on my grandmother's loan.
Q. So why didn't you just give them the 99 and say this is what I have?
A. Because I chose not to. **If that wasn't good enough for them I mean, I tried to give them the deed prior to selling. That wasn't good enough for them.**

Deposition of Bridget Inman, page 29 at line 12 to page 30 at line 11. Pages attached as Ex. A.

In another part of her deposition, plaintiff's lawyer delved into the same subject.

Q. Why did you choose to offer the $99,000 to Family Services in the first place?
A. Because I wanted -there's a part of me that I really did want to help my grandmother. And that's -my heart wants to help my grandmother. But then that's -after -you know, when you get stuck with this, suing me.

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Q. When did you make the offer?
A. As soon as I sold the home.
Q. Okay.
A. Yeah.
Q. This occurred -this lawsuit occurred after the offer; correct?
A. Okay. Well, yes. Okay, but I'm saying, there's more -there's a lot more -I don't like how my grandmother is being managed. Okay? My grandmother is just in a really bad -really bad way.
Q. Okay.
A. And so for lots of personal reasons I have chosen not to.
Q. For clarification, you offered it?
A. I did offer.
Q. They said, I want $131,000?
A.. I don't recall exactly the amount that they wanted.
Q. But they wanted many thousands of dollars more; correct?
A. Yes.
Q. And you said, well, if you won't take this, I'm giving you nothing?
A. That's correct.

Deposition of Bridget Inman, page 32 at line 2 to page 33 at line 7. All quoted pages of the deposition are attached as Ex. A.

More to the point are the notes of a phone conversation Kelly Evans[2], who works for plaintiff and is Clarkin's case worker, had with Inman on April 5, 2017 and two affidavits executed by Evans. They demonstrate beyond doubt that the offer was made by Inman in return for the plaintiff forgiving anything else the plaintiff thought she owed. First, Evans' notes of the phone conversation with Inman on April 5, 2017.

4/05/17 Telephone L/m again for Bridget kevans
40-min talk with Bridget, she wants to pay the $90K+ Balance from the sale of the house but she wants to be forgiven the remaining balance, which I cannot agree to. The property is upside down so there is a gap that falls on her side. I will send her the next stmt and she will send her numbers b/c she thinks she owes less than that what I think. She may write a letter to wells fargo asking for the remainder of the debt to be forgiven.

Page from Evans notes of telephone conversations attached as Ex. B.

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2 Obtained from the plaintiff's attorney.

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Second are paragraphs 5 of Evans' affidavits. (Attached as Ex. C.) Paragraph 5 of Evans' affidavit dated April 8, 2019 states as follows:

> I further state on April 17, 2017, Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan which prior to that Ms. Inman had been making monthly payments to Family Services to be applied to the amount due upon the HELOC. During the conversation Ms. Inman, stated and offered to pay Family Services, Inc., over ninety thousand dollars if Family Services, Inc. agreed to forgive the remaining amount which Family Services claimed Ms. Inman owed Ms. Clarkin in order to satisfy the total amount due on the HELOC. I informed Ms. Inman that we could not forgive the remaining balance because at the time of our conversation the principle balance upon the HELOPC was roughly $131,000.00.

Paragraph 5 of Evans' affidavit filed on August 13, 2019 (Attached as Ex. C) states

> On April 17, 2019. Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan. She discussed the sale of 316 Elrod Dr and offered to pay $90,000 towards the loan in exchange for forgiveness of the remaining HELOC balance. I informed Ms. Inman that we could not forgive the remaining balance because at the time of our conversation, the principle balance upon the HELOC was roughly $131,000.00.

Wherefore, Bridget Inman moves this Court to strike paragraphs 90 and 91 for the reasons cited herein and require the plaintiff to file a second amended complaint.

Respectfully Submitted,

S/MICHAEL P. O'CONNELL, SC Bar ID 4260
Stirling & O'Connell
PO Box 828
Mt. Pleasant, SC 29465
843-577-9890 land line
843-224-5717
moconnell@stirlingoconnell.com

June 10, 2020

Counsel for the Defendant certifies that consultation with opposing counsel to resolve this motion would have served no useful purpose.

S/MICHAEL P. O'CONNELL

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A. Because that's her go-to stock.
Q. Your mother has never told you what she was doing investing the money?
A. No. And, quite frankly, I don't really care, because I trust her.
Q. But it's your money?
A. Correct.
Q. It's not your mother's money?
A. Correct.
Q. Okay.
A. Because it was gifted to me.
Q. Did you ever think you should give some of that money back to your grandmother, the money from the sale of Elrod, the $99,000 you received in February of 2017? Did you ever believe that you should give some of that money back to your grandmother?
A. Did I ever believe. Well, I did try -- I've contacted Family Services, to Kelley, and I did try to offer the whole thing, the hundred -- the -- or what I walked away --
Q. The $99,000?
A. Yeah, I did. I did make attempts to give that lump sum to them to show my appreciation for the gift, and they did not -- that was not enough. They

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did not want it.
Q. Why did --
A. They wanted whatever -- they wanted more than whatever their total balance was that they said was on my grandmother's loan.
Q. So why didn't you just give them the 99 and say this is what I have?
A. Because I chose not to. If that wasn't good enough for them -- I mean, I tried to give them the deed prior to selling. That wasn't good enough for them.
Q. Why did you try to give them the deed prior to selling?
A. Because I thought that that could -- I was trying to help my grandmother.
Q. Would it have helped your grandmother to give her $99,000?
A. Possibly. But if -- you know, there's -- that's a whole-nother story for a whole-nother day.
Q. That is the story for today. That is what we are talking about.
A. Well, no. Okay, so my reason for it is I chose -- at the end of the day, my story was that I chose not to.
Q. Okay.

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A. That's the story.
Q. Why, though? I'm asking you why.
A. Why?
Q. Why did you choose not to?
A. I chose not to.
Q. Can you please give me a reason why you chose not to?
A. I don't like how -- okay, here's the real reason.
Q. Okay.
A. I don't like how Family Services is managing my grandmother. And I feel like if I gave them the 97,000 --
Q. Ninety-nine.
A. Or whatever it was. Okay, y'all have that. Whatever it is, that bottom-line dollar amount, that they would totally mismanage that and blow it on legal fees or totally -- it wouldn't go towards my grandmother.
Q. Okay.
A. It wouldn't go truly towards taking care of my grandmother. It would go to pay you and her and whoever else they're suing.
Q. So that is why you chose not to give the $99,000 to Family Services?

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A. Yes.
Q. Why did you choose to offer the $99,000 to Family Services in the first place?
A. Because I wanted -- there's a part of me that I really did want to help my grandmother. And that's -- my heart wants to help my grandmother. But then that's -- after -- you know, when you get stuck with this, suing me.
Q. When did you make the offer?
A. As soon as I sold the home.
Q. Okay.
A. Yeah.
Q. This occurred -- this lawsuit occurred after the offer; correct?
A. Okay. Well, yes. Okay, but I'm saying, there's more -- there's a lot more -- I don't like how my grandmother is being managed. Okay? My grandmother is just in a really bad -- really bad way.
Q. Okay.
A. And so for lots of personal reasons I have chosen not to.
Q. For clarification, you offered it?
A. I did offer.
Q. They said, I want $131,000?
A. I don't recall exactly the amount that

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they wanted.
Q. But they wanted many thousands of dollars more, correct?
A. Yes.
Q. And you said, well, if you won't take this, I'm giving you nothing?
A. That's correct.
Q. Okay.
A. Uh-huh.
Q. Why would you give them nothing if it would help your grandmother?
A. Because I -- I have already answered this.
Q. Okay. What's the answer?
A. I just told you. I changed my mind.
Q. Okay. If I told you you had a phone call -- let's go to Exhibit 8, which is -- he's got it right there. If you would look over that. It's two pages. One is a business record of Family Services. The other is a phone call business record of Family Services. If I told you you had a phone call with Family Services on 4/17/2017 where you offered them, as you say, $99,000, does that sound correct? Is that what you were just talking about?
A. This is probably it because it's from -- it's after the sale of the home, so yes.

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Q. If you look to the next page?
A. Uh-huh.
Q. Where it has the calling number listed, 843-729-3752?
A. Yes.
Q. Is that your number?
A. Yes.
Q. It says the duration of the phone conversation lasted 38.5 minutes. Is that correct?
A. Uh-huh.
Q. Okay. Why did you offer to deed Elrod back to your grandmother or Family Services?
A. Why did I offer the deed?
Q. Yes.
A. Because I had outgrown the home and it was not -- okay, so I bought the home right before the market crashed in 2008.
Q. In July of 2008?
A. Yeah. And so I was upside down market-wise, so I thought the best thing to do would be to turn it into a rental.
Q. When did you do that?
A. No, no, no. Let me answer your question. So I offered the home. I didn't want it to be a rental, but I thought it would be best if Family Services could deed it back -- I deed it back to them. They could then have it as a rental property. Not they manage it, but have a rental property management, have it as a rental property for my grandmother, as an asset to her, and use it as income for my grandmother. They said no to that, too.
Q. When did you first start renting the property, Elrod?
A. I would have to look back at my records. I can't recall off the top of my head.
Q. When did you move out of Elrod?
A. I can't recall the exact time frame.
Q. Ballpark?
A. Well, it would have to be -- I'm not going to tell you because I can't remember.
Q. I'm not holding you to it but we're talking about ten years.
A. I know. I can't remember what I ate for dinner two days ago.
Q. Was it closer to 2008 or closer to 2018?
A. It was closer to 2018 mark. But I mean, it was some -- I don't know. I'm not going to answer that because I can't.
Q. I need you to answer my questions, please.
A. Okay. Well, then --

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Q. I'm only asking you to answer them to the best of your knowledge.
A. It would have to be somewhere between twenty -- I sold it in 2017 so somewhere around '14, '15, probably. Around the ballpark of that.
Q. That's all I'm asking.
A. Okay.
Q. So you rented it roughly 2015-2016, around there?
A. Somewhere in there.
Q. Okay.
A. Okay. I feel comfortable saying that. I just don't want you to hold me to something I can't like --
Q. I'm only asking you to say --
A. Okay.
Q. -- what you can remember.
A. Okay.
Q. All right. In your mind is there a difference between deeding the property back to Family Services or giving them money from the sale of the property if both were to benefit your grandmother?
A. Yes.
Q. What's the difference?
A. Deeding it, had I deeded it, it would have

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Date	Type	Service Record	User ID
03/19/2015	Telephone	Spoke to Bridgett, she would be in agreement to do anything to get the house out of her name, she will continue to pay her portion	kevans
01/28/2016	Telephone	Lengthy conversation with Bridget, she continues to want to sign over property, I advised we would not be in agreement. Per Todd, he says that we do not need to claim the mortgage interest, so I told her that we would not be claiming. It is up to her and her tax advisor to determine if there is a way to deduct that interest for her	kevans
04/03/2017	Telephone	L/m for Bridgett	kevans
04/04/2017	Telephone	L/m again for Bridget	kevans
04/05/2017	Telephone	L/m again for Bridget	kevans
04/17/2017	Telephone	40-min talk with Bridget, she wants to pay the $90k+ balance from the sale of the house but she wants to be forgiven with the remaining balance, which I cannot agree to. The property is upside down so there is a gap that falls on her side. I will send her the next stmt and she will send her numbers b/c she thinks she owes less than what I think. She may write a letter to wells fargo asking for the remainder debt to be forgiven.	kevans

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., as Conservator For Muriel W. Clarkin, Plaintiff, vs. Bridget D. Inman Defendant.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2016-CP-10- 5426 **AFFIDAVIT OF KELLEY EVANS**

PERSONALLY APPEARED before me, Kelley Evans, who being duly sworn, deposes and says as follows:

1. I am twenty-one years of age or older, legally competent to testify as to the matters contained within this Affidavit, and have personal knowledge of the facts set forth within this Affidavit.

2. I am employed as a Conservator Case Manager for Family Services Inc., and am the case manager for Muriel W. Clarkin's conservatorship.

3. I have reviewed the allegations set forth in Plaintiff's Motion for Summary Judgment to which this affidavit is attached. The allegations asserted therein are true the best of my knowledge.

4 The Exhibits attached to the Motion for Summary Judgement are business records maintained Family Services, Inc. in the regular course of business while acting as a conservator for Muriel W. Clarkin.

5. I further state on April 17, 2017, Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan which prior to that Ms. Inman had been making monthly payments to Family Services to be applied to the amount due upon the HELOC. During the conversation Ms. Inman stated and offered to pay Family Services, Inc., over ninety thousand dollars if Family Service, Inc. agreed to forgive the remaining amount which Family Services claimed Ms. Inman owed Ms. Clarkin in order to satisfy the total amount due on the HELOC. I informed Ms. Iman that we could not forgive the remaining balance because at the time of our conversation the principle balance upon the HELOC was roughly $131,000.00.

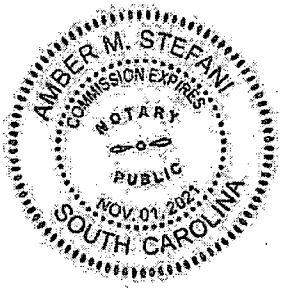
SIGNATURE BLOCK TO FOLLOW

AND FURTHER THE AFFIANT SAYETH NOT.

Kelley Evans for Family Services Inc.
Kelley Evans as Conservator Case Manager for
For the Conservatorship of Muriel W. Clarkin

SWORN TO before me April 8, 2019.

Notary Public for South Carolina
My Commission Expires: 11/1/21



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EX. C

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., as Conservator For Muriel W. Clarkin, Plaintiff, vs. Bridget D. Inman Defendant.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2016-CP-10-5426 2017 **AFFIDAVIT OF KELLEY EVANS IN SUPPORT OF THE MOTION FOR SUMMARY JUDGEMENT**

2019 AUG 13 AM 10:01
CHARLESTON COUNTY
CLERK OF COURT
FILED

PERSONALLY APPEARED before me, Kelley Evans, who being duly sworn, deposes and says as follows:

1. I am twenty-one years of age or older, legally competent to testify as to the matters contained within this Affidavit, and have personal knowledge of the facts set forth within this Affidavit.

2. I am employed as a Conservator Case Manager for Family Services Inc., and am the case manager for Muriel W. Clarkin's Conservatorship.

3. I state that during the time period from March 2015 through April 2017, Bridget Inman contacted me several times via telephone, letter and emails to request to sign over the deed for 316 Elrod Dr, Goose Creek, SC to Family Services as Conservator for Muriel Clarkin.

4. Ms. Inman consistently made monthly payments to Family Services Inc. towards Ms. Clarkin's HELOC loan between July 2015 and April 2017.

5. On April 17, 2017, Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan. She discussed the sale of 316 Elrod Dr and offered to pay $90,000 towards the loan in exchange for forgiveness of the remaining HELOC balance. I informed Ms. Iman that we could not forgive the remaining balance because at the time of our conversation, the principle balance upon the HELOC was roughly $131,000.00.

6. As of today's date, August 12, 2019, Ms. Clarkin has $28,860.32 in funds and is facing a $2,200 monthly deficit. It is imperative that this action is resolved quickly before her funds are completely exhausted.

SIGNATURE BLOCK TO FOLLOW

AND FURTHER THE AFFIANT SAYETH NOT.

Kelley Evans for Family Services Inc.
Kelley Evans as Conservator Case Manager for
For the Conservatorship of Muriel W. Clarkin

SWORN TO before me August 12, 2019.

Angela D Edwards

Notary Public for
My Commission Expires: April 4 2023

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ELECTRONICALLY FILED - 2020 Jul 20 1:18 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
Plaintiff,	)	
-versus-	)	**DEFENDANT INMAN'S NOTICE OF MOTION AND MOTION FOR THE COURT TO RECONSIDER ITS ORDER ALLOWING INTERVENTION**
Bridget D. Inman	)	
Defendant.	)	

TO: Karen DeJong, Esq., attorney for proposed intervenor Patricia Smith:

Pursuant to Rule 59(e), SCRCP, you will please take notice that 10 days after service of this motion or as soon thereafter as the matter can be heard, the defendant will move before Judge Bentley Price to reconsider his order filed on July 9, 2020 which granted Patricia Smith's motion to intervene and to amend his judgment by denying her motion because it was untimely filed and will prejudice the defendant by requiring her to pay additional attorney's fees to engage in paper discovery with Smith, i.e. interrogatories, requests to produce and requests to admit.[1]

The motion to intervene was among several motions that were scheduled to be heard by Judge Price on June 30, 2020. The hearing was held via video conference. Others participating were David Conor Keys, Esq. who represents the plaintiff, Kerry Koon, Esq. who represents Muriel Kennedy who was a defendant[2], Bruce Berlinsky, Esq. who previously represented the defendant, and Michael P. O'Connell, Esq. who now represents the defendant. Neither Patricia Smith nor her lawyer appeared.

Arguments were made by all counsel on all motions except Smith's motion to intervene. At one point during the hearing, the Court made a comment about the fact that neither Smith nor her lawyer were present but never gave any indication that the Court was considering Smith's motion. The Court did not mention plaintiff's amended memorandum in opposition to the

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1 The defendant will take Smith's deposition regardless of whether she is allowed to intervene.

2 The Court dismissed the case against Muriel Kennedy.

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motion to intervene (hereafter "memorandum in opposition") filed on June 22, 2020 (attached). No other reference was made to Smith's motion to intervene by the Court or the participating lawyers.

This lawsuit was filed on October 20, 2017 but Smith's motion to intervene was not filed until August 9, 2019. According to plaintiff's counsel in his memorandum in opposition, Smith had full and complete knowledge of this lawsuit since it was filed and made statements to the plaintiff and plaintiff's counsel that she was keeping abreast of the filings. Also, according to plaintiff's memorandum in opposition, Smith requested continuances of hearings on her motion multiple times. In her motion to intervene, Smith provided no reasons for her delay in filing her motion or for her requests for continuances of hearings on the same.

If the Court had given any indication it was considering Smith's motion to intervene, the undersigned would have argued against it because the motion to intervene was untimely filed and is prejudicial to the defendant. Plaintiff's counsel presumably would also have argued against Smith's motion for all of the reasons argued in his memorandum in opposition[3] if he had any indication the Court was considering it. Since the Court made no reference to the plaintiff's amended memorandum in opposition to Smith's motion, it is unknown whether the Court took notice of it.

In *Berkeley Electric Cooperative, Inc. v. Town of Mt. Pleasant*, 302 S.C. 186, 189, 394 S.E.2d 712 (1990), the Supreme Court held that a proposed intervenor must, among three other factors not applicable in this case, "establish timely application". In *Davis v. Jennings*, 405 S.E.2d 601, 304 S.C. 502 (S.C. 1991), the Supreme Court adopted a four-part test for determining timeliness: "(1) the time that has passed since the applicant knew or should have known of his or her interest in the suit; (2) the reason for the delay; (3) the stage to which the litigation has progressed; and (4) the prejudice the original parties would suffer from granting intervention and the applicant would suffer from denial." Smith's motion fails this test. The motion was filed nearly two years after the lawsuit was filed, she provides no reason why she waited so long and she provides no reason why she asked for continuances of hearings for her motion The litigation is now nearly three years old and the defendant would suffer prejudice

[3] The defendant does not adopt all of plaintiff's bases as to why this Court should deny Smith's motion. Defendant only adopts the basis that the motion was untimely and will prejudice the defendant. This Court cannot deny Smith's motion for any reason other than it was not timely filed based on the record before the Court on June 30, 2020.

because she would have to engage in paper discovery with Smith which will cost her additional lawyer's fees.

Defendant respectfully asks this Court to reconsider its judgment and deny Smith's motion.

Respectfully Submitted,

S/MICHAEL P. O'CONNELL
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843-224-5717
SC Bar ID #4260
moconnell@stirlingoconnell.com

DEFENDANT'S LAWYER

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ELECTRONICALLY FILED - 2020 Jul 21 9:13 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2017-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	PLAINTIFF'S MOTION TO RECONSIDER THE ORDER FILED 7-9-20
Plaintiff,	)	
vs.	)	
Bridget D. Inman and Muriel C Kennedy	)	
Defendants.	)	

TO: THE ABOVE NAMED PARTIES:

PLEASE TAKE NOTICE that the Plaintiff, Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff"), by and through its undersigned counsel, will move before this Court on the 10th day after service, or at such other time and place as is convenient to the Court, for an order amending the Order filed on July 9, 2020, granting the Defendant Muriel Kennedy's (hereinafter "Kennedy") Motion to Dismiss, granting the third party movant Patricia Smith's (hereinafter "Smith") Motion to Intervene, Granting the Defendant Bridget Inman's (hereinafter "Inman"), Motion to Strike, and denying the Plaintiff's Motion for Sanctions, pursuant to Rules 59, SCRCP.

This motion will be based on the pleadings of record, the recorded records of Charleston County, applicable statutory and common law. The grounds for the motion are as follows:

1) On April 5, 2019, a year and a half after Plaintiff sent January 2018, discovery requests and a year after this Court's June 19, 2018, order compelling Inman to respond to discovery, Inman by and through her counsel finally to informed Plaintiff where the Proceeds of Sale of 316 Elrod Drive, Goose Creek, South Carolina (hereinafter "Elrod"), were located. Inman

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by and through her counsel finally disclosed to Plaintiff that the vast majority of the Elrod Proceeds of Sale were in the possession of Kennedy.

2) On April 12, 2019, Plaintiff filed a motion to amended the complaint to name Kennedy as a necessary party.

3) On April 15, 2019, Plaintiff filed the Motion to Sanctions against Inman based on Inman and/or her counsel's failure to comply with the Discovery Order filed June 19, 2018, including failing to disclose to Plaintiff that Kennedy was in possession of the remaining Proceeds of Sale of Elrod.

4) On August 9, 2019, Smith filed a Motion to Intervene, falsely asserting that 602 Atlantic Avenue, Mt. Pleasant, South Carolina (hereinafter Atlantic St.") is the subject of this action. Smith asserted that because she claims and interest in Atlantic St., she cannot protect her interest in Atlantic St. unless she intervenes in this action.

5) On November 14, 2019,[1] a consent order granting Plaintiff the right to file the amended complaint to name Kennedy a necessary third party was filed.

6) On December 3, 2019, Plaintiff filed an amended complaint naming Kennedy as an additional defendant.

7) On December 30, 2019, Inman filed a Motion to Strike paragraphs 90 and 91 of the Amended Complaint.

8) On February 25, 2020, Kennedy filed a Motion to Dismiss the Amended Complaint.

9) On July 9, 2020, this Court filed an order granting the Defendant Muriel Kennedy's (hereinafter "Kennedy") Motion to Dismiss, granting the third party movant Patricia Smith's

[1] After Inman substituted her counsel, Inman's new counsel consented to the motion to amend. Inman's previous counsel Berlinksy would not consent to the motion and successfully had the motion hearing continued multiple times along with the Motion for Sanctions.

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(hereinafter "Smith") Motion to Intervene, Granting the Defendant Bridget Inman's (hereinafter "Inman"), Motion to Strike, and denying the Plaintiff's Motion for Sanctions.

10). In *Woodson v. DLI Properties, LLC*, our Supreme Court stated: "We agree it is better practice—and in most cases common practice—as well as beneficial to the judicial process for a trial judge to articulate relevant findings and conclusions of law in an order. . ." 406 S.C. 517, 527, 753 S.E.2d 428 (2024) (stating it is the better practice to articulate relevant findings and conclusions of law in an order, but noting the Rule 52, SCRCP, does not require an order ruling on a motion to dismiss to provide findings of fact and conclusions of law.)

11). "An abuse of discretion occurs when the trial court's ruling is based on an error of law or, when grounded in factual conclusions, is without evidentiary support." *Clark v. Cantrell,* 339 S.C. 369, 389, 529 S.E.2d 528 (2000).

I. ORDER GRANTING KENNEDY'S MOTION TO DISMISS

Plaintiff in its amended complaint asserted causes of action against Kennedy for civil conspiracy, fraudulent conveyance, unjust enrichment, equitable lien and constructive trust.

A. BRIEF INTRODUCTORY STATEMENT.

The foundational basis for Kennedy's Motion to Dismiss is that Inman offered to deed Elrod (hereinafter "Offer" or "Offers") to Plaintiff and as a result Inman henceforth forever lacks any malintent towards Clarkin and/or Plaintiff, therefore as a result all of Plaintiff's cause of action against Inman must fail. First Kennedy asserts that Plaintiff plead the Offer was unconditional, which is a false representation of Plaintiff's pleadings. Second, Kennedy asserts that because Plaintiff quoted Inman's deposition testimony of April of 2019, that Plaintiff as result plead through inference the following: "If Plaintiff had accepted the Offer it would have benefited Clarkin." Plaintiff has not ever plead such a statement. Plaintiff in Paragraph 87 of the Amended

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Complaint Plaintiff matter of factly plead Inman offered to deed Elrod to Plaintiff. The statement said no more and no less. Then Plaintiff quoted Inman's sworn testimony on the subject for the purpose of proving that Inman made the Offers and to further evidence that Inman had acknowledged the existence of her obligation to Clarkin in the past. Plaintiff never asserted what Inman's intent in making the Offers was in or around 2015 when Inman made the Offers. Iman's intent remains a question of fact. Further there is evidence in the record of this matter that such an Offer would not have benefited Clarkin[2] and therefore it was not actually Inman's intent to benefit Clarkin by making the Offers. Rather an inference reasonably deducible from the pleadings and record in this matter is that Inman in making such statements and/or Offers was acknowledging the existence of her obligation to repay Clarkin and Inman's intent in making the statements and/or Offers was to reduce the amount she owed to Clarkin.

Nonetheless, there is has been no decision on the merits in this matter applying the law to these issues of fact. In fact, the last substantive order this Court filed in this matter was an order denying Plaintiff's Motion for Summary Judgment filed on December 20, 2019, as to Inman's liability under those causes of action Plaintiff has asserted against her. The Court held these issues of the fact remained and a jury of Inman's peers would have to make a determination as to her liability. If this Court in its last substantive order held as a matter law it could not make a merits determination applying the issues of fact in this case to whether Inman was responsible for the damages asserted then how is it now that when Kennedy raises the same issues of fact regarding

[2] See Exhibit "C" to Plaintiff's Memorandum in Opposition to Inman's Motion to Strike filed in this matter on June 22, 2020. Exhibit "C is an email between Inman and Plaintiff dated July 8, 2015, where Inman offered to deed Elrod to Plaintiff and/or Clarkin and Plaintiff responded stating: "Given that the property is upside down, *the only thing that would do would be to put the burden* of collecting payment and maintaining the property onto Ms. Clarkin. *There would be no actual benefit to her.*" SEE ALSO the transcript of Inman's Deposition filed by Inman on 11/12/19, pg. 36, ln 25 – pg 38, ln 2, wherein Inman admits that she was unable to rent Elrod for a profit.

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Inman, this Court agrees with Kennedy that as matter law this Court cannot find in favor of Plaintiff with regard to Plaintiff's causes of action against Inman. The fact is there had been no such ruling on merits made regarding Inman's liability. Kennedy premises her entire motion to dismiss on the assertion the Plaintiff cannot possibly succeed as to its causes of action against Inman and therefore all actions against Kennedy must also fail. *The Court's Order Dismissing Kennedy is wholly inconsistent with the Court's Order Denying Plaintiff's Motion for Summary Judgment as to the liability of Inman filed 12/20/19. As such the Order granting the Motion to Dismiss was an abuse of discretion.*

B. STANDARD

"A ruling on a motion to dismiss a claim must be based solely on the allegations set forth on the face of the complaint. The motion cannot be sustained if the facts alleged and the inferences reasonably deducible therefrom would entitle the plaintiff to any relief on any theory of the case. The question is whether in the light most favorable to the plaintiff, and with every reasonable doubt resolved in her behalf, the complaint states any valid claim for relief. The cause of action should not be struck merely because the court doubts the plaintiff will prevail in the action." *McCormick v. England*, 328 S.C. 627, 633, 494 S.E.2d 431 (Ct. App. 1998).

C. CIVIL CONSPIRACY

"The tort of civil conspiracy has three elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, and (3) causing plaintiff special damage. The difference between civil and criminal conspiracy is in criminal conspiracy, the gravamen of the offense is the agreement itself, whereas in civil conspiracy, the gravamen of the tort is the damage resulting to plaintiff from an overt act done pursuant to a common design. A claim for civil conspiracy must allege additional acts in furtherance of a conspiracy rather than reallege other claims within the

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complaint. . . An unexecuted civil conspiracy is not actionable. The conspiracy becomes actionable, however, once overt acts occur which proximately cause damage to the plaintiff." *Hackworth v. Greywood at Hammett, LLC,* 385 S.C. 110, 115, 682 S.E.2d 871 (Ct. App. 2009)(citations omitted).

In this case it is undisputed that Inman received $138,000 from Clarkin to purchase Elrod which Clarkin lent to Inman using the funds from the HELOC in Clarkin's name. Plaintiff plead that Inman, Kennedy and Clarkin agreed at the time Clarkin loaned Inman the funds to purchase Elrod, that sometime after Inman took ownership of Elrod Inman would seek financing in her own named secured by Elrod and use those funds to repay Clarkin. Plaintiff plead that Inman agreed to pay the monthly finance charges and/or interest payments owed on the HELOC until Inman obtained financing in her own named, secured by Elrod, that Inman would use to repay Clarkin.. Plaintiff plead that and on February 6, 2017, Inman sold Elrod for $100,00.00.

As to the first to elements of civil conspiracy Plaintiff plead, in addition pleading other injurious allegations, that Kennedy and Inman sought to injure Plaintiff by contemporaneous with Plaintiff filing this action against Inman, Inman taking what remained of the Proceeds of Sale from the sale of Elrod, and transferring those Proceeds of Sale to Kennedy's possession without Kennedy paying any consideration to Inman. Plaintiff further plead that two days after Inman was served with the summons and complaint in this matter Kennedy took the majority of those proceeds and converted them to stock held by a stock broker and titled in Kennedy's name. Kennedy and Inman both new at the time that the transfers occurred that Plaintiff claimed Inman owed Clarkin significantly more then the amount of money which Inman received from the Proceeds of Sale of Elrod. Plaintiff plead that Kennedy then provided Inman the funds used to retain counsel to defend

this matter. Plaintiff plead that such acts damaged Plaintiff by seeking to interfere with, delay, hinder, and/or prevent Plaintiff from collecting the funds Plaintiff claimed Inman owed.

As to the third element of civil conspiracy, special damages, Plaintiff plead that its special damages were the attorney's fees and cost associated with having to prosecute this action against Kennedy and now likely having to prosecute an appeal against Kennedy, which would not have been incurred but for Inman and Kennedy's acts of transferring the proceeds from sale from Inman to Kennedy and Kennedy then converting those proceeds to stock held by a stock broker and titled in her name. Plaintiff in its memorandum in opposition to the Motion to Dismiss cited *Benedict College v. National Credit Sys,* 400 S.C.538, 546-547, 735 S.E.2d 518 (Ct. App. 2012), as controlling case establishing that attorney's fees and costs associated with the prosecution or defense of an action against one particular party separate and distinct from the rest of the parties to an action are appropriate special damages and recoverable special damages in a cause of action for civil conspiracy. In order to refute Kennedy's assertion that Plaintiff had not plead separate and distinct special damages, Plaintiff further cited Judy v Judy 403 S.C. 203, 742 S.E.2d 672 (Ct. App. 2013), as a controlling case which established that such damages are separate and distinct from any recoverable damages Plaintiff may have under its cause of action for Fraudulent Conveyance.

It is clear on the face of the pleadings of Plaintiff's Amended Complaint that inferences are reasonably deducible from the pleadings which would entitle the Plaintiff relief on a theory of its cause of action for civil conspiracy. Taking such inferences in the light most favorable to the Plaintiff, and with every reasonable doubt resolved in its behalf, the complaint states any valid claim for relief.

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Kennedy asserts Plaintiff cannot prove the second element of civil conspiracy "intent to injure" because Plaintiff plead in paragraph 87 that "Defendant [Inman] offered to deed the Subject Property [Elrod] to Plaintiff" and then in Paragraph 88 Plaintiff quoted Inman's sworn April 2019 deposition testimony, which evidences that Inman had made such an Offer. Kennedy asserts and the Offer dispositively negates any possibility that Inman could have ever intended to injure Clarkin thereafter. Inman made such offers in or around 2015. The acts taken by Inman and Kennedy in an attempt to injure Plaintiff, seeking to interfere with, delay, hinder, and/or prevent Plaintiff from collecting the funds Plaintiff claimed Inman owed, which Plaintiff plead with regard to its cause of action civil conspiracy, did not begin to occur until September of 2017 and continued thereafter. Inman's offer to deed Elrod to Plaintiff has no bearing in fact or law on whether Inman and Kennedy intended to take acts to remove the Proceeds of Sale of Elrod from Plaintiff's reach and further delay and hinder Plaintiff's ability to actually collect from Inman amounts claimed owed.

For the foregoing reason's Plaintiff sufficiently plead a cause of action for civil conspiracy and it was an abuse of discretion for this court to grant Kennedy's Motion to Dismiss Plaintiff's cause of action for Civil Conspiracy. Plaintiff requests this Court Amend its Order and deny Kennedy's motion as to Plaintiff's cause of civil conspiracy.

D. FRAUDULENT CONVEYANCE

"Under § 27-23-10, a transfer made without valuable consideration will be set aside as a fraudulent conveyance if the grantor was indebted to the plaintiff at the time of the transfer and the grantor failed to retain sufficient property to pay his debt to plaintiff, not merely at the time of transfer, but at the time plaintiff seeks to collect. If there is valuable consideration, the transfer will be set aside only where the grantor was indebted at the time of the transfer and had an actual

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intent to defraud creditors imputable to the grantee." *Future Group, II v. Nationsbank*, 478 SE 2d 45, 48-49 - SC: Supreme Court 1996.

Here Plaintiff plead that and on February 6, 2017, Inman sold Elrod for $100,00.00 (hereinafter "Proceeds of Sale"). Plaintiff plead and it is undisputed that both Inman and Kennedy knew in February of 2017, that Plaintiff claimed Inman owed Clarkin more than $100,000.00 from the loan Clarkin made to Inman to purchase Elrod. Plaintiff plead and it is undisputed that Inman transferred $85,000.00 the Proceeds of Sale from Inman to Kennedy without Kennedy paying any consideration for the transfer. Plaintiff plead and it is undisputed that both Inman and Kennedy knew in September of 2017, that Plaintiff claimed Inman owed Clarkin more than $100,000.00 from the loan Clarkin made to Inman to purchase Elrod, and that by transferring the Proceeds of Sale to Kennedy Inman failed to retain sufficient funds to repay Plaintiff the amount claimed owed. Plaintiff plead and it is undisputed that on November 2, 2017, two days after Plaintiff served Inman with the Summons and Complaint in this matter, Kennedy using over $67,000.00 of Proceeds of Sale purchased stock held by a stock broker and titled in the name of Kennedy. Plaintiff plead and it is undisputed that both Inman and Kennedy knew in November of 2017, that Plaintiff claimed Inman owed Clarkin more than $100,000.00 from the loan Clarkin made to Inman to purchase Elrod, and that by transferring the Proceeds of Sale Inman to Kennedy and then from Kennedy to a stock broker, Inman failed to retain sufficient funds to repay Plaintiff the amount claimed owed.

Its is clear on the face of the pleadings of Plaintiff's Amended Complaint that inferences are reasonably deducible from the pleadings which would entitle the Plaintiff relief on a theory of its cause of action for fraudulent conveyance. Taking such inferences in the light most favorable to the Plaintiff, and with every reasonable doubt resolved in its behalf, the complaint states any valid claim for relief.

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Kennedy asserts Plaintiff cannot prove fraudulent conveyance because Plaintiff plead in paragraph 87 that "Defendant [Inman] offered to deed the Subject Property [Elrod] to Plaintiff" and then in Paragraph 88 Plaintiff quoted Inman's sworn deposition testimony evidencing that Inman had made such an Offer, and that such an Offer dispositively negates any possibility that Inman could have ever intended to injure Clarkin thereafter. However, Inman's intent in making the Offer to deed Elrod to Plaintiff, has no bearing on the elements of fraudulent conveyance set forth herein above and clearly plead by Plaintiff in the Amended Complaint.

For the foregoing reason's Plaintiff sufficiently plead a cause of action for fraudulent conveyance and it was an abuse of discretion for this court to grant Kennedy's Motion to Dismiss Plaintiff's cause of action for fraudulent conveyance. Plaintiff requests this Court amend its Order and deny Kennedy's motion as to Plaintiff's cause of action for fraudulent conveyance.

E. UNJUST ENRICHMENT

"A party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another. Unjust enrichment is an equitable doctrine which permits the recovery of that amount the defendant has been unjustly enriched at the expense of the plaintiff."

Dema v. TENET PHYSICIAN SERVICES-HILTON, 383 S.C. 115, 123,678 SE 2d 430 (2009). "A party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another. The remedy for unjust enrichment is restitution. To recover restitution in the context of unjust enrichment, the plaintiff must show: (1) he conferred a non-gratuitous benefit on the defendant; (2) the defendant realized some value from the benefit; and (3) it would be inequitable for the defendant to retain the benefit without paying the plaintiff for its value. *Inglese v. Beal*, 403 S.C. 290, 297, 742 SE 2d 687 (Ct. App. 2013).

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In this matter is undisputed to that Clarkin provided Inman funds to purchase Elrod and that Inman then sold Elrod in February of 2017. It is undisputed that Inman transferred the Proceeds of Sale to Kennedy. It is undisputed that Kennedy retains Proceeds of Sale which can be traced back the funds lent by Clarkin to Inman. Clarkin and Plaintiff never intend for Kennedy to receive the Proceeds of Sale. It is undisputed that Kennedy has received a benefit by investing the Proceeds of Sale in stock titled in Kennedy's name. It would be inequitable for Kennedy to retain the Proceeds of Sale and all benefits she received from them without paying Plaintiff and/or Clarkin for the benefits received.

Its is clear on the face of the pleadings of Plaintiff's Amended Complaint that inferences are reasonably deducible from the pleadings which would entitle the Plaintiff relief on a theory of its cause of action for unjust enrichment. Taking such inferences in the light most favorable to the Plaintiff, and with every reasonable doubt resolved in its behalf, the complaint states any valid claim for relief.

For the foregoing reason's Plaintiff sufficiently plead a cause of action for unjust enrichment and it was an abuse of discretion for this court to grant Kennedy's Motion to Dismiss Plaintiff's cause of action for unjust enrichment. Plaintiff requests this Court amend its Order and deny Kennedy's motion as to Plaintiff's cause of action for unjust enrichment.

F. EQUITABLE LIEN

"For an equitable lien to arise, there must be a debt, specific property to which the debt attaches, and an expressed or implied intent that the property serve as security for payment of the debt. An equitable lien is a mere floating equity until a judgment or decree subjecting the property to the payment of the debt or claim is rendered. Even though an equitable lien is not judicially recognized until a judgment is entered declaring its existence, the lien relates back to the time it

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was created by the conduct of the parties." *Regions Bank v. Wingard Properties, Inc.*, 394 S.C. 241, 250 715 SE 2d 348 (Ct. App. 2011)

In this case it is undisputed that Inman received $138,000 from Clarkin to purchase Elrod. Plaintiff plead that Inman, Kennedy and Clarkin agreed at the time Clarkin loaned Inman the funds to purchase Elrod, that sometime after Inman took ownership of Elrod Inman would seek financing in her own named and secured by Elrod and use those funds to repay Clarkin. Plaintiff plead that Inman agreed to pay the monthly finance charges and/or interest payments owed on the HELOC until Inman obtained financing secured by Elrod that she would use to repay Clarkin. In reality Clarkin lent Inman two things in this transaction the money lent to purchase Elrod and Clarkin's credit for a time to allow Inman time to improve her credit and gain assets which would improve her ability to obtain the credit. Plaintiff plead that on February 6, 2017, Inman sold Elrod for $100,00.00. It was also Plead and undisputed that the majority of Proceeds of Sale of Elrod can be traced and followed directly from sale to Kennedy's possession and control at present.

In this case the debt in dispute is the money lent to purchase Elrod. Elrod and thereafter the Proceeds of Sale through a clearly traceable chain of title, are the specific property to which the debt attached. Finally Plaintiff plead that Clarkin, Inman and Kennedy intended for Elrod to serve as security for payment of the debt in dispute when Plaintiff plead in Paragraph 81 that the parties had agreed at the outset that sometime after the purchase of Elrod, Inman would obtain financing secured by Elrod and use that financing to repay Clarkin the money lent.

Its is clear on the face of the pleadings of Plaintiff's Amended Complaint that inferences are reasonably deducible from the pleadings which would entitle the Plaintiff relief on a theory of its cause of action for equitable lien. Taking such inferences in the light most favorable to the

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Plaintiff, and with every reasonable doubt resolved in its behalf, the complaint states any valid claim for relief.

For the foregoing reasons Plaintiff sufficiently plead a cause of action for a equitable lien and it was an abuse of discretion for this court to grant Kennedy's Motion to Dismiss Plaintiff's cause of action for an equitable lien. Plaintiff requests this Court amend its Order and deny Kennedy's motion as to Plaintiff's cause of action for equitable lien.

G. CONSTRUCTIVE TRUST

"A constructive trust arises entirely by operation of law without reference to any actual or supposed intentions of creating a trust. It is resorted to by equity to vindicate right and justice or frustrate fraud. A constructive trust arises whenever a party has obtained money which does not equitably belong to him and which he cannot in good conscience retain or withhold from another who is beneficially entitled to it as where money has been paid by accident, mistake of fact, or fraud, or has been acquired through a breach of trust or the violation of a fiduciary duty. Generally, fraud is an essential element giving rise to a constructive trust, although it need not be actual fraud. *McNair v. Rainsford*, 330 S.C. 332, 356-57, 499 SE 2d 488 (Ct. App. 1998). "A confidential or fiduciary relationship exists when one reposes special confidence in another so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one reposing the confidence." *SSI Medical Services, Inc. v. Cox*, 301 S.C. 493, 500, 392 SE 2d 789 (1990).

In this case it is undisputed Clarkin provided Inman funds to purchase Elrod; that Inman did not repay Clarkin for those funds provided; that Inman sold Elrod; that Inman transferred the vast majority of the Proceeds of Sale of Elrod to Kennedy; that Kennedy retains the Proceeds of Sale; and that Kennedy has not returned the Proceeds of Sale to Clarkin. Plaintiff has plead in

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Paragraph 69 of the Amended Complaint that in order to entice Clarkin to lend Inman the funds to purchase Elrod Kennedy offered to guarantee repayment of the funds to Clarkin; Plaintiff has plead that Kennedy breached a confidential or fiduciary relationship that existed between Kennedy and her mother Clarkin. The relationship of a child to a parent is one that reposes special confidence in another so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one reposing the confidence.

Its is clear on the face of the pleadings of Plaintiff's Amended Complaint that inferences are reasonably deducible from the pleadings which would entitle the Plaintiff relief on a theory of its cause of action for equitable lien. Taking such inferences in the light most favorable to the Plaintiff, and with every reasonable doubt resolved in its behalf, the complaint states any valid claim for relief.

For the foregoing reasons Plaintiff sufficiently plead a cause of action for a constructive trust and it was an abuse of discretion for this court to grant Kennedy's Motion to Dismiss Plaintiff's cause of action for constructive trust. Plaintiff requests this Court amend its Order and deny Kennedy's motion as to Plaintiff's cause of action for constructive trust.

H. STANDING

"[T]he United States Supreme Court enunciated a stringent standing test. Lujan set forth the "irreducible constitutional minimum of standing," which consists of the following three elements: First, the plaintiff must have suffered an `injury in fact'—an invasion of a legally protected interest which is (a) concrete and particularized and (b) actual or imminent, not `conjectural' or `hypothetical'. Second, there must be a causal connection between the injury and the conduct complained of—the injury has to be "fairly ... traceable to the challenged action of the defendant, and not ... the result of the independent action of some third party not before the court."

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Third, it must be `likely,' as opposed to merely `speculative,' that the injury will be `redressed by a favorable decision.'" Spaw v. SC Dept. of Nat. Resources, 345 S.C. 594, 601, 550 S.E.2d 287 (2001)

Plaintiff standing in the shoes of Clarkin is a real party in interest who has suffered an injury in fact. The injury is the loss of the money which Inman has not repaid Clarkin. Second, Inman's failure to repay all the money lent is the cause of Clarkin's injury. Kennedy's failure to transfer to Plaintiff the Proceeds of Sale in her possession is an additional cause of injury. Moreover, Kennedy and Inman's attempt to place the Proceeds of Sale out the reach of Plaintiff and Kennedy and Inman's actions taken in an attempt to hinder and delay Plaintiff from being about to collect the amount claimed owed from Inman has cause Plaintiff further injuries in fact. Finally, based on the record set forth in the allegations of the Amended Complaint Plaintiff would assert that this Court will find in Plaintiff's favor making Plaintiff whole for the injuries suffered by Clarkin.

For the foregoing reasons Plaintiff sufficiently plead that it has standing to prosecute its causes of action against Kennedy and it was an abuse of discretion for this court to grant Kennedy's Motion to Dismiss. Plaintiff requests this Court amend its Order and deny Kennedy's motion as to all of Plaintiff's causes of action against Kennedy.

II. ORDER GRANTING INMAN'S MOTION TO STRIKE

A. STANDARD

"A motion to strike language from a pleading, as irrelevant or immaterial, is generally within the discretion of the judge." *Sams v. Sams* 247 S.C.467, 469, 148 S.E.2d 154 (1966)

B. ANALYSIS

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Inman filed this Motion to Strike paragraphs 90 and 91 of the Amended Complaint falsely asserting that the allegations of those paragraphs constitute offers of settlement which are excluded under Rule 408, SCRP. The Paragraphs state:

> 90. Defendant offered to provide Plaintiff the Proceeds of the Sale of the Subject Property, but did not do so.
>
> 91. Defendant testified in her deposition that she offered Plaintiff the entire proceeds of sale of the Subject Property stating: "I did make attempts to give that lump sum to them to show my appreciation for the gift." (Inman Depo. Pg. 29, Lines 12-25, Filed 11/12/19).

This Court should amend its Order filed July 9, 2020 and deny Inman's Motion to strike these pleadings based on the following grounds which are set out in detail in Plaintiff's Memorandum in Opposition to the Motion to Strike filed 6/22/20, which are as follows: 1) at the time the statement was made there was no existing legal dispute in existence that was being resolved, rather the statements constitute simple business negotiations over a lump sum payment versus monthly payments; 2) the statement was an admission against the interest of Defendant; 3) striking pleadings is a drastic remedy, and the admissibility of the allegations is best left determined by a trial on the merits; and 4) pleadings are not evidence admissible to a jury for its deliberations.

C. ALTERNATIVE AMENDED ORDER

Plaintiff would respectfully assert that if the Court is unwilling to amend its Order to deny the Motion, that this Court file and Amended Order stating that the Motion to Strike is granted, however, the Court is not by granting the Order making an evidentiary ruling as to whether or not Plaintiff is entitled to submit into evidence at a hearing or trial on the merits documents evidencing Inman's statements or her intent in making said statement, as are alleged in Paragraph 90 and 91 of the Amended Complaint. "[W]e do not think that the rights of the parties should be determined

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by this court merely on the pleadings. We intimate no opinion as to the answers to the ultimate questions raised by the stricken defense. We hold simply and only that such questions should be decided, and can be decided much more soundly, in the light of all the facts and circumstances adduced upon the trial." Sams v. Sams 247 S.C.467, 470-71, 148 S.E.2d 154 (1966).

III. ORDER GRANTING SMITH'S MOTION TO INTERVENE

This Court should amend its Order granting the motion to Intervene and deny Smith's Motion to Intervene based on three grounds. First, Smith doe not meet the requirement of Rule 24, SCRCP, as set forth in detail in Plaintiff's Memorandum in Opposition to the Motion to Intervene filed June 22, 2020 in this matter. Second, Rule 12(b)(8), SCRCP, precludes the Court from Granting the Motion as set forth in detail in Plaintiff's Memorandum in Opposition to the Motion to Intervene filed June 22, 2020 in this matter. Third, Smith lacks standing and a justiciable controversy as to this matter.

On August 9, 2019, Smith filed a Motion to Intervene, falsely asserting that 602 Atlantic Avenue, Mt. Pleasant, South Carolina (hereinafter Atlantic St.") is the subject of this action; that Smith claims an interest in Atlantic St., and therefore cannot protect her interest in Atlantic St. unless she intervenes in this action. Smith requested that this Court grant her Motion "for the limited purpose of having any settlement proceeds be applied toward the HELOC payoff amount and for permission Smith to submit special jury interrogatories and/or special verdict form to the jury if the case does not settle."

The HELOC which is an agreement between Clarkin and Wells Fargo is where Clarkin obtained the funds that she then lent to Inman to purchase Elrod. The HELOC is secured by Atlantic St. which Clarkin owned in total when the HELOC was entered into in 2008. August 7, 2013, Clarkin recorded a deed in the Charleston RMC Office in book 0351, page 348, devising to

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Smith a half interest in Atlantic St. as joint tenants in common with right of survivorship. On November 18, 2014, just weeks before the Probate Court by order declared Clarkin incompetent, Smith recorded a deed in the RMC office for Charleston County in Book 0441, Page 484 (hereinafter "November 18th Deed"), which is alleged to have been executed by Clarkin and which conveyed to Defendant, Clarkin's remaining half interest in the subject property. Plaintiff currently has a civil action bearing case number 2017-CP-10-5427 pending in this Court against Smith wherein Plaintiff is seeking damages from Smith under a number of causes of action including a declaratory judgment action which requests that the November 18th Deed be declared void.

Plaintiff has not plead in this action that either Inman, Kennedy, or Smith are obligated to make payments to Wells Fargo pursuant to the terms of the HELOC. No parties to this action have asserted any pleading or causes of action which request of this Court to order a party to this action make a payment to Wells Fargo pursuant to the terms of the HELOC. Moreover, Plaintiff would assert that this Court does not have the jurisdiction in this matter to make a ruling ordering any party to make payment to Wells Fargo pursuant to the terms of the HELOC, because Wells Fargo as the payee under the HELOC would certainly be a necessary party to any action whereby the Court determines the rights and obligations of any party under the terms of the HELOC. Wells Fargo has full knowledge that this action has been proceeding for years, as Wells Fargo was a named a defendant in civil action 2017-CP-10-5427, and its counsel inquired to Plaintiff's counsel about this action. Yet Wells Fargo has not moved to intervene in this action. The reason is Wells Fargo is not a necessary party to this action. No final determination on the merits of the asserted causes of action in this matter is going to impact Wells Fargo's right and obligations under the terms of the HELOC. The HELOC is simply not the agreement in dispute in this matter. The

payments made by Inman and Smith that Plaintiff and/or Inman applied towards the HELOC are relevant for determining the amount Inman owes Plaintiff. However, the HELOC agreement itself and its terms are not in dispute in this action.

Additionally, Smith's assertion that Atlantic St. is the subject of this action is false. No party to this action in an asserted cause of action or has asked this Court to grant any relief which in anyway pertains to Atlantic St. Therefore, If Atlantic St. is not the subject of this action as Smith asserts and additionally if this Court does not have jurisdiction to grant Smith the limited relief she requested in her motion to intervene, then Smith Simply does not have standing to be a party in this matter. Any alleged damage which Smith may claim she has suffered regarding the HELOC or with regard to Atlantic St., would pursuant to Rule 12(b)(8) have to be asserted in 2017-CP-10-5427, where Atlantic St. is the subject matter of the action and Wells Fargo was a named Defendant.

Finally, Defendant would note Smith's counsel for the Motion to Intervene Karen DeJong was disqualified as counsel for Smith in 2017-CP-10-5427, by Order of Judge Young filed on 10/10/19 in that matter which states: "Attorney DeJong is disqualified as counsel for Smith because Attorney DeJong previously acted as a mediator in a related action [the pending probate conservatorship matter 2014-GC-10-0209]." If it is inappropriate for Dejong to act as counsel for Smith in this action for the same reason that Judge Young disqualified her as counsel in 2017-CP-10-5427, then allowing her to do so in this action is prejudicial to Plaintiff and stands in stark contrast to Judge Young's order.

For the foregoing reasons and those set out in greater detail in Plaintiff's Memorandum in opposition to the Motion to Intervene filed on 6/22/20 in this matter, Plaintiff requests this Court amend its Order and deny Smith's motion to intervene.

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IV. ORDER DENYING PLAINTIFF'S MOTION FOR SANCTIONS

A. STANDARD

"A court must consider four factors when determining the appropriate discovery sanction: the nature of discovery sought, the discovery stage of the case, willfulness, and the degree of prejudice. If the court does not consider these factors, an abuse of discretion occurs. In Downey, we examined the prejudice prong of a discovery sanction: An abiding maxim of the successful trial lawyer, like the motto of the Boy Scouts, is "Be Prepared" The rights of discovery provided by the Rules give the trial lawyer the means to be prepared for trial. Where these rights are not accorded, prejudice must be presumed and, unless the party who has failed to submit to discovery can show a lack of prejudice, reversal is required." *Richardson v. TWENTY-ONE THOUSAND AND NO/100 DOLLARS US CURRENCY, SC*, Op. No. 5732, Filed June 17, 2020, (Ct. App. 2020).

B. CHART OF DISCOVERY AND DELAYS CAUSED

January 26, 2018 — Plaintiff sent Discovery Requests Inman

March 20, 2018 — Plaintiff filed a Motion to Compel Discovery

June 19, 2018, — Order filed compelling Inman to respond to Discovery within 15 days, Berlinksy Inman's first counsel (hereinafter "Berlinksy") testified he would provide everything requested, including the location of the Proceeds of Sale of Elrod.

1. Pursuant to the 6/19/18 Discovery Order Inman produced supplemental responses to requests to admit 1,2,5 on the following dates:

    a. 11/13/19 through Affidavit Testimony filed with court

2. Pursuant to the 6/19/18 Discovery Order Inman produced supplemental responses to interrogatories 8, 10, 12, 13, and 14 on the following dates:

    a. #8 on 11/13/19

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b. #10 on 4/5/19

c. #11 on 7/24/18

d. #'s 12, 13, 14, which involve the location of the Proceeds of Sale. Partial compliance 4/5/19, deposition testimony 4/8/19, full compliance not till 11/13/19 when Inman produced the check transferring the Proceeds of Sale from Inman's bank account to Kennedy.

July 19, 2018	Plaintiff sent a Certified Mail Notice of Deposition with cover letter noting the outstanding discovery to Berlinksy, it was returned to sender
November 3, 2018	Plaintiff's counsel emailed Berlinksy asking that he comply with the order on discovery requesting that he provide deposition dates for Inman and discuss scheduling mediation. Berlinksy did not respond.
December 29, 2018	Plaintiff's counsel emailed Berlinksy asking he comply with the order on discovery; requesting that he provide deposition dates for Inman and discuss scheduling mediation. Berlinksy did not respond.
February 1, 2019	Plaintiff's counsel emailed Berlinksy asking he comply with the order on discovery; requesting that he provide deposition dates for Inman and discuss scheduling mediation. Berlinksy did not respond.
February 6, 2019,	Berlinksy finally replies to the emails stating: he though all outstanding discovery and already been sent to Plaintiff.
March 6, 2019	Berlinksy emailed Plaintiff's counsel stock statement, stating that over $67,000.00 of the Proceeds of Sale has been used to purchase Apple Inc., Stock. Plaintiff requested and unredacted copy showing the account holders name.
April 5, 2019	Berlinksy emailed Plaintiff's counsel an unredacted copy of Apple stock statement, showing the stock was owned by Kennedy no Inman. This is the first time Inman and/or Berlinksy complied with the discovery requests sent January 26, 2018, and the Order Compelling Discovery filed June 19, 2018, by disclosing to Plaintiff the location of a majority of the Proceeds of Sale of Elrod.
April 5, 2019	Plaintiff's counsel called Berlinksy and stated that if Inman could comply with the Discovery Order and provided proof of all

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payments she made that were applied to the HELOC then Plaintiff's counsel believed Inman deposition would take far less time. Almost immediately Berlinksy emailed Plaintiff's counsel an account history created by Inman evidencing all such payments. Inman has testified that she had created the account history two years prior and provided it to Berlinksy shortly after the initiation of this action.

April 8, 2019, Bridget Inman's Deposition, she testified that she provided Kennedy a check for $85,000.00, which had not been produced to Plaintiff. Inman later filed an affidavit stating that she had provided the Check to Berlinksy two years prior. The Check was never produced by Berklinksy and only latter produced by Inman's current counsel on 11/13/19.

April 12, 2019 After learning Kennedy was in possession of the majority of the Proceeds of Sale Plaintiff filed a Motion to Amend the Complaint to add Kennedy as a necessary party. Berlinksy never agreed to consent to the Motion. Inman's current counsel consented to the Motion after he was substituted for Berlinksy as Inman's counsel.

April 15, 2019 Plaintiff filed this Motion for Sanctions. Berlinksy never produced anything to Plaintiff required by the Order of Discovery after the Motion for Sanctions was filed.

April 22, 2019 This matter was called for trial on the Jury Roster that week, but Plaintiff could not proceed forward after recently filing the Motion to Amend to add Kennedy as a party.

June 21, 2019 the Court noticed a hearing date for the Motion to Amend and Motion for Sanction.

July 27, 2019 Just prior to the date the Motions were scheduled to be heard Berlinksy requested and was granted by the Court a continuance of the Motions.

July 29, 2019 This matter was called for trial on the Jury Roster that week, but Plaintiff could not proceed forward with the Motion to Amend Complaint to add Kennedy as a party pending.

August 26, 2019 Berklinksy files a motion for a continuance of the Motion to Amend and Motion for Sanctions scheduled to be heard on 8/30/19, the Court grants the motion for continuance.

October 14, 2019 An Order substituting Inman's current counsel for Berlinksy is filed.

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November 13, 2019	A consent Order granting Plaintiff's Motion to Amend the Complaint is filed.
November 13, 2019	Inman through her new counsel complies with all outstanding discovery issues set forth in the Order of June 19, 2018.
November 13, 2019	Inman files an affidavit asserting that she undertook no actions to delay Plaintiff's prosecution of this action or to cause a noncompliance with Plaintiff's discovery requests sent 1/26/18 or the Order Compelling said discovery filed 6/19/19, and that all such non-compliance were the result of Berlinky's acts or omissions.
November 18, 2019	This matter was called for trial on the Jury Roster that week, but Plaintiff could not proceed forward because it had just been ordered that Kennedy could be added as a third party.

C. ANALYSIS

At the hearing on this Motion before your honor Berlinksy testified that he believed he acting on behalf of Inman had complied with the Order Compelling Discovery and that any failure to do so was unintentional inadvertence. This court ruled that Berlinksy was a member of the bar bound by Rule 11, SCRCP, and if he said that such omissions were simply the result of inadvertence, then such omissions could not form the basis of an award of sanctions. The Court abused its discretion by failing to consider the four requirements set forth in *Richarson*: 1) discovery sought, 2) the discovery stage of the case, 3) willfulness, 4) and the degree of prejudice.

Plaintiff submitted an Affidavit for attorney's fees (attached hereto as Exhibit "A" and incorporated herein by reference) to this court which evidences extensive damage Plaintiff suffered as a result of Berlinksy's delays, acts and/or omissions. In this case one of the crucial pieces of discovery sought was the location of the Proceeds of Sale. If Belinsky acting on behalf Inman had timely replied with this discovery requests in February of 2018 or even June of 18 after the Order Compelling Discovery then Plaintiff would have been able to amend the complaint to add Kennedy back in 2018, and Plaintiff affirmatively asserts that it would have tried this case to a conclusion

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in April, July, and/or November of 2019, rather then the case currently sitting in its current posture in July of 2020, poised for an appeal before a trial on the merits has ever occurred. Berlinksy did not comply with that important discovery request until April 5, 2019, days before Inman's Deposition. In fact Berlinksy never complied with the majority of the discovery requests addressed by the Order to Compel filed June 18, 2018, the majority of said requests were not finally complied with until Inman's current counsel was substituted for Berlinksy and complied with the remaining outstanding discovery. As result the case was in the trial phase by the time discovery had been complied with.

In this case Berlinksy stated the only basis for his delays and/or noncompliance with discovery was inadvertence. However, the delays and noncompliance sent forth in Section B above are way beyond the realm of inadvertence and well within the realm of willful negligence. But for Berlinksy's willful delays and non-compliance with discovery in this matter Plaintiff can affirmatively assert that it would have already had its day in court, this case would be over, and Plaintiff would not be incurring additional fees and costs in the prosecution of this matter three years after it was initiated. However, given the matter's current posture on the doorstep of an appeal it looks like it may a long time before Plaintiff actually gets that day in court. The prejudice which Plaintiff has suffered as a result of acts and omissions caused by Berlinksy in this matter are blatantly obvious and by law must be presumed. "The rights of discovery provided by the Rules give the trial lawyer the means to be prepared for trial. Where these rights are not accorded, prejudice must be presumed. . ." *Richardson v. TWENTY-ONE THOUSAND AND NO/100 DOLLARS US CURRENCY, SC*, Op. No. 5732, Filed June 17, 2020, (Ct. App. 2020). The Court abused its discretion by not taking into consideration the prejudice suffered by Plaintiff and awarding sanctions.

For the foregoing reasons and those set out in greater detail in Plaintiff's Motion filed 4/15/19, Plaintiff's Exhibits filed in support of the Motion filed 8/29/19, the transcript of the Testimony for the hearing on the Motion to Compel heard June 19, 2018, transcript filed 11/13/19, and Plaintiff's Memorandum in Support of Sanctions filed 6/22/10, in this matter, Plaintiff requests this Court amend its Order and grant Plaintiff's Motion requesting and award of sanctions.

CONCLUSION

For the forgoing reasons set forth above Plaintiff would respectfully request that this Court issue an order amending its order filed July 9, 2020, and issue an order granted Plaintiff the relief requested herein.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC
s/ D. Conor Keys
D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

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ELECTRONICALLY FILED - 2020 Jul 21 9:13 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO:2017-CP-10-5426.
	)	
Family Services, Inc. Conservator for , Muriel W. Clarkin	)	
	)	
Plaintiff,	)	
	)	AFFIDAVIT FOR ATTORNEY FEES
Bridget D. Inman,	)	
	)	Rule 37, SCRCP
Defendant.	)	
	)	

PERSONALLY APPEARED before me, D Conor Keys, Esquire, who being duly sworn deposes and says:

1. I am counsel for Plaintiff, Family Services, Inc. Conservator for Muriel W. Clarkin in the above referenced matter. Plaintiff is a Probate Court appointed Conservator.

2. Rule 37(b)(2), SCRCP, provides: "if a party fails to obey an order entered under Rule 26(f), the court in which the action is pending may make such orders in regard to the failure as are just and among other the following . . . In lieu of any of the foregoing orders or in addition thereto, the court shall require the party failing to obey the order *or the attorney advising him or both* to pay reasonable expenses, including attorney's fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of expenses unjust."

3. As a result of Defendant and/or Defendant's previous counsel's failure to comply with this Court's order compelling discovery and the continued delays in this matter that have resulted therefrom Plaintiff has incurred attorney's fees and costs in the following respects:

Fees: 2/28/18: drafting letter on deficient/late discovery sent opposing counsel:	.8
Fees: 3/20/18: drafting motion to compel, scanned, mailed, and filed:	1.6
Fees: 4/20/18: received more discovery, reviewed drafted second letter on deficiencies:	2.0
Fees: 6/15/18: drafting notes on motion to compel, spoke to opposing counsel about mtn:	2.0
Fees: 6/19/18: drafted proposed order, sent to opp. counsel, spoke to him, drafted memo attend court, travel, there and back	4.3
Fees: 11/13/18: emailed about late discovery, again requested deposition and mediation dates	.2

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Fees: 3/20/19: emailing opposing counsel about late discovery, deposition and mediation dates .2

Fees: 4/4/19: emailed opposing counsel about providing late discovery before depo .2

Fees: 4/5/19: received a portion of late discovery reviewed, talked to client about it .4

Fees: 4/12/19: drafted motion to add third party after receipt of partial late discovery .1.6

Fees: 4/15/19: drafted motion for sanctions, mailed filed 2.0

Fees: 6/25/19: emailed court appointed mediator and opposing counsel trying to schedule mediation, unsuccessful. .2

Fees: 7/25/19 these motions were set to be heard and the case came up on the trial roster, Defendants counsel requested a continuance of the motions and trial had numerous email exchanges with counsel and the clerk 1.0

Fees: 8/13/19 drafted affidavits for these hearings .5

Fees: 8/20/19 emailed opposing counsel again to try to get mediation scheduled .2

Fees: 8/23/19 emailed opposing counsel about these hearings .2

Fees: 8/29/19 (wed) responding to opposing counsel's email preparing for the 3 motions on Friday; emailed mediator about scheduling, received phone call from opposing counsel requesting a continuance. I stated I could not consent, receive email of motion for continuance sent to judge. Received email from judge requesting that I file a response. Drafted a response to the motion. (friday) gathered excerpts from deposition drafted supplement cover for exhibits, travel to court and filed depo exhibits and response to motion for continuance. thereafter received email from judge saying the motion had been continued, called client to relay. 6.0

Fees: 9/13/19 called court to find out who the court reporter for the mtn to compel was Drafted a request for transcript, emailed and mailed it to court reporter. .4

Fees: 9/17/19 Emailed mediator and new opposing counsel about mediation .2

Fees: 9/20/19 new opposing counsel emailed requesting copies of all discovery, I sent .4

Fees: 9/23/19 received transcript from motion to compel reviewed emailed court reporter .3

Fees: 9/24/19 Emailed Clerk about rescheduling the motions that were continued on 8/29 .2

Fees: 11/8/19 Reviewing case file in preparation of hearings again. Draft letter on

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	Discovery remaining outstanding, reviewed motion to compel transcript, Deposition, and pleadings	2.9
Fees:	11/11/19 Received and reviewed remaining outstanding discovery and affidavits.	.5
Fees:	11/12/19 Spoke with opposing counsel about hearings and jury roster drafted this Affidavit	1.6
Fees:	11/13/19 Prepare for Court, attend hearings, travel there and from (estimated)	2.0
Fees:	11/13/19 drafting proposed order on motion for sanctions (estimated).	1.0

TOTAL TIME: 32.3
Total Fees: $6,460.00

Costs: 3/20/18	Filing Motion to Compel	$25.00
Costs: 3/20/18	Mailing Motion to Compel	$2.60
Costs: 4/12/18	Filing Motion to add Third Party	$25.00
Costs: 4/15/18	Filing Motion for Sanctions	$25.00
Costs: 9/17/19	Copy of Motion to Compel Transcript	$51.00
Costs: 9/17/19	Mailing request for transcript	$.55

TOTAL COSTS $129.15

TOTAL $6,589.15

4. The hourly rate I typically charge is $275.00 per hour. However, because the Plaintiff is a court appointed conservator and my client has limited resources to expend, upon request I agreed to reduce my hourly rate on this matter to $200.00 per hour.

5. Under Dede v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court has set forth the factors to be considered in an award of attorney's fees. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fees charged in the locality for similar services, and the beneficial result obtained. These factors, as applied in this case, are as follows:

a) Nature, Extent. and Difficulty of the Legal Services Rendered. As stated earlier. the extent of the work performed was necessary to adequately prepare and try these matters.

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b) Time and Labor Necessarily Devoted to the Case. In my opinion and belief the time that I have devoted to this matter that is the result of Defendant and/or Defendant's previous counsel's failure to comply with the Discovery Order and continued and protracted delays in this matter is approximately 32.3 hours. This is reflected through the facts stated earlier, as well as from the listing herein of services performed. Accordingly, the time and labor devoted to this case were necessary to properly prepare and try this case.

c) Professional Standing of Counsel. I am a licensed member of the Bar of the State of South Carolina, as well as the United States District Court for the District of South Carolina. I completed law school approximately nine years ago. For approximately the last nine years, I have been employed as an attorney in Charleston, South Carolina. I am a member of the Charleston County Bar Association and other professional organizations.

d) Customary Fee Charged on the Locality for Similar Services. I am aware from discussions with clients and other attorneys in the Charleston area, and from my general familiarity with the legal profession that the fees charged for services similar to those in this case are, in the Charleston area, from $ 200 to $ 400 per hour. As stated earlier, my hourly rate for this matter is on the lower end of this range. Accordingly, this hourly rate is the fee customarily charged in this locality for similar services.

e) Beneficial Results Obtained. I have obtained beneficial results for my client in this action in protecting their interests and anticipate obtaining further beneficial results in the future prosecution of this action to its conclusion.

6. After due consideration of the nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of attorney's fees and costs in the amount of $6,589.15, and respectfully request the court award this amount to Plaintiff.

FURTHER AFFIANT SAYETH NAUGHT

D Conor Keys
Attorney for Plaintiff

SWORN to before me this 13th day
November, 2019

Notary Public for South Carolina
My Commission Expires: 11/1/24

AMBER M. STEFANI
NOTARY PUBLIC
SOUTH CAROLINA
COMMISSION EXPIRES
NOV. 01, 2021

ELECTRONICALLY FILED - 2020 Jul 24 10:57 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-10-5426
Family Services, Inc., as Conservator Muriel W. Clarkin, Plaintiff, Bridget D. Inman Defendant.	MOTION BY BRIDGET D. INMAN TO WITHDRAW HER MOTION TO RECONSIDER THE COURT'S ORDER ALLOWING INTERVENTION BY PATRICIA SMITH

On July 20, 2020, Bridget D. Inman, defendant in this case, filed a motion asking the Court pursuant to Rule 59(e) SCRCP to reconsider the Court's order filed on July 9, 2020 which granted the motion by Patricia Smith to intervene in this lawsuit.

The defendant hereby gives notice that she withdraws her motion to reconsider, no longer objects to Smith's intervention and now asks the Court to allow Smith to intervene.

Respectfully Submitted,

S/MICHAEL P. O'CONNELL
Stirling & O'Connell Law Firm
PO Box 828
Mt. Pleasant, SC 29465
SC BAR IS 4260
843-224-5717 O'Connell Cell Phone

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

Family Services, Inc., Conservator for Muriel W. Clarkin
Plaintiff(s))

vs.)

Bridget D. Inman
Defendant(s))

CIVIL ACTION COVERSHEET

2017-CP - 10- 5426

Submitted By: David Conor Keys
Address: PO Box 14225
Charleston, SC 29422

SC Bar #: 100148
Telephone #: 843-906-3998
Fax #:
Other:
E-mail: Conor@dconorkeyslaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply*)

If Action is Judgment/Settlement do not complete

☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☒ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) _____

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20____-NI-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) _____

Torts – Personal Injury
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) _____

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) _____

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) _____

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) _____

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799) _____

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) _____

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Sexual Predator (510)
- ☐ Permanent Restraining Order (680)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

FILED
2017 OCT 20 P 2:32
CLERK OF COURT

Submitting Party Signature: _____ **Date:** 10/20/17

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE NO: 2016-CP-10-5426
)	
Family Services, Inc., as Conservator)	
For Muriel W. Clarkin,)	
)	**SUMMONS**
Plaintiff,)	
)	
vs.)	
)	
Bridget D. Inman)	
)	
Defendant.)	

FILED
2017 OCT 20 PM 2:32
JULIE J. ARMSTRONG
CLERK OF COURT

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.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

October 20, 2017
Charleston, SC

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., as Conservator For Muriel W. Clarkin, Plaintiff, vs. Bridget D. Inman Defendant.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2016-CP-10- 5426 **COMPLAINT** **(Conversion)** **(Unjust Enrichment)** **(Money Hand and Received)** **(Promissory Estoppel)** **(Quantum Meruit)** **(Breach of Contract)** JURY TRIAL DEMANDED

FILED
2017 OCT 20 PM 2:33
JULIE J. ARMSTRONG
CLERK OF COURT

Plaintiff complains of the above-named Defendant as follows:

1. Plaintiff, Family Services Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") is a resident of Charleston County.

2. Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge.

3. Muriel W. Clarkin (hereinafter "Clarkin") is an eighty-five year old widow who has four living children, and Clarkin requires finances and funds to provide for Clarkin's necessary assisted living care.

4. Defendant Bridget Dean Inman (hereinafter "Defendant") is a granddaughter of Clarkin and resides in Charleston County.

FACTUAL ALLEGATIONS

5. Clarkin and Defendant entered into an agreement that Clarkin would lend Defendant money to purchase a house.

6. Clarkin agreed to take out a home equity line of credit out on real property Clarkin owned located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS # 532-06-00-129 (hereinafter "Mortgaged Property"), in Charleston County, in order to acquire the funds to lend to Defendant.

7. Defendant agreed to pay Clarkin back the money Clarkin lent Defendant and to make the monthly mortgage payments upon the Mortgaged Property.

8. On or about July 17, 2006, Clarkin executed a $100,000 note for a home equity line of credit (hereinafter "HELOC") and mortgage secured by the Subject Property to Wachovia Bank, NA (hereinafter "Mortgage"). The Mortgage was recorded in the RMC Office for Charleston County in Book L591, Page 244.

9. On or about July 7, 2008, said Note and Mortgage were modified to increase the maximum balance of indebtedness to $150,000 (hereinafter "Modification"), the Modification was recorded in the RMC Office for Charleston County in Book E664, Page 769.

10. Upon information and belief at or around the execution of the Modification Clarkin made an initial withdraw from the HELOC in an amount of just over $138,000.00.

11. On July 7, 2008, Defendant purchase the real property located at 316 Elrod Drive, Goose Creek, SC 29445, bearing TMS No. 235-14-04-004 for purchase price of $137, 000.00 as evidence by that certain deed recorded in the Register of Deeds of Berkeley County in Book 7447, Page 141 (hereinafter "Subject Property").

12. Defendant has acknowledged that the HELOC was used to purchase the Subject Property.

13. Defendant has acknowledged that she has an obligation to repay Clarkin for the loan used to purchase the Subject Property.

14. Defendant benefitted from owning the Subject Property by renting the Subject Property and collecting rent payments.

15. Defendant made monthly payments upon the HELOC Mortgage for a period of years.

16. If the monthly finance charge and/or interest accrued is not paid monthly on the HELOC then the principle balance of the HELOC Mortgage increases.

17. Upon information and belief a majority of the funds paid by Defendant towards monthly payments upon the HELOC have been applied to interest.

18. Upon information and belief Defendant has declared the mortgage interest she as paid on the HELOC on her taxes in the past.

19. On or about April 4, 2014, the principle balance on the HELOC was $133,878.07.

20. On or about April 25, 2014, Patricia Smith (hereinafter "Smith") daughter a daughter of Clarkin and aunt to the Defendant obtained from Clarkin $15,000.00 in the form of a cash advance upon the HELOC.

21. On or about April 25, 2014, the principle balance on the HELOC was 148,878.07.

22. Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge.

23. Thereafter Plaintiff contacted Defendant and Smith and demand that Plaintiff and Smith pay Plaintiff monthly payments equal to the interest accruing upon the principal balance that each Defendant and Smith owed upon the HELOC.

24. Both Defendant and Smith made monthly payments to Plaintiff which Plaintiff used to make monthly payments upon the HELOC in the amount of the monthly accruing interest.

25. On or about February 6, 2017, Defendant sold the Subject Property for a purchase price of $100,00, as evidenced by that certain deed recorded in the Berkeley County Register of Deeds in Book 2392, Page 819.

26. On or about March 27, 2017, Smith made a payment to Plaintiff to apply to the HELOC in the amount of $13,097.20.

27. Plaintiff determined that Smith's March 27, 2017, payment satisfied the total amount Smith owed upon the HELOC for the April 25, 2014, $15,000 cash advance Smith received upon the HELOC.

28. In total Smith paid at or about $16,958.00 towards repayment of the HELOC.

29. On or about March 27, 2017, the principle balance owed upon the HELOC was $131,237.90.

30. In April of 2017, Plaintiff communicated to Defendant that Plaintiff has learned that Defendant had sold the Subject Property and demanded that Defendant pay to Plaintiff the proceeds Defendant received from the sale of the subject property so that Plaintiff to could apply said proceeds to the amount owed upon the HELOC.

31. Defendant has not provided Plaintiff with any of the proceeds Defendant received from the sale of the Subject Property.

32. Defendant has not made a payment to Plaintiff regarding the HELOC since at or about April 17, 2017.

33. Upon information and belief there is due at as of September of 2017, there is a principle balance on the HELOC of $131,237.90.

FOR AND AS A FIRST CAUSE OF ACTION AGAINST DEFENDANT (CONVERSION)

34. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

35. Plaintiff as conservator for Clarkin has an interest in the following:

a) $131,237.90 in principle balance which Clarkin owes upon the HELOC Mortgage which was obtained by Defendant from Clarkin on or about July 7, 2008;

b) the cost of the monthly accruing finance charges and/or interest which will accrue upon the HELOC Mortgage until it is satisfied.

36. Clarkin owned and had an interest in the funds described above.

37. Defendant converted the funds to her own use and benefit.

38. Defendant did not have permission and/or authority and retain said funds after Plaintiff has demanded their repayment and Defendant has refused to do so.

39. Defendant has acknowledged an obligation to repay said funds of Clarkin.

40. Plaintiff is entitled to and requests an award of the $131,237.90, the cost of the interest and/or finance charges incurred by Plaintiff upon the HELOC Mortgage, and legal interest upon the $131,237.90 from the dates which Defendant converted the funds to her own use and benefit.

FOR AND AS A SECOND CAUSE OF ACTION AGAINST DEFENDANT
(Unjust Enrichment)

41. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

42. Defendant has been unjustly enriched at the expense of and to the detriment of Clarkin in the amount of $131,237.90, plus the cost of the interest and/or finance charges incurred by Plaintiff upon the HELOC Mortgage.

43. Plaintiff is informed and believes that it is entitled to recover from Defendant all monies, and any improper benefit received by Defendant as a result or consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A THIRD CAUSE OF ACTION AGAINST DEFENDANT
(Money Had and Received)

44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

45. Defendant presently holds $131,237.90 in her possession or control that was received from Clarkin.

46. Defendant does not have a right to retain said money of Clarkin.

47. The money in question belongs, in equity and good conscience to Plaintiff and should not in equity and good conscience be retained by Defendant.

48. Plaintiff is informed and believes that it is entitled to recover from Defendant all money had and received by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A FOURTH CAUSE OF ACTION AGAINST DEFENDANT
(Promissory Estoppel)

49. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

50. Defendant promised to repay Clarkin the $131,237.90 still owed to Clarkin and to pay the monthly finance charge and/or interest payments upon the HELOC Mortgage in exchange for Clarkin loaning Defendant the money she borrowed from Clarkin on or about July 7, 2008.

51. Defendant has failed to pay Clarkin said money and to continue to make the monthly payments required under the HELOC Mortgage as promised.

52. Clarkin relied upon Defendant's promise.

53. Clarkin's reliance upon Defendant's promise was expected and foreseeable by Defendant.

54. Plaintiff has suffered damages as a result of Defendant's failure to pay Clarkin as promised and to make the monthly payment required pursuant to the HELOC Mortgage as Promised.

55. Plaintiff is informed and believes that it is entitled to recover from Defendant the principle owed upon the HELOC mortgage and any and all interest and/or finance charges, and/or charges fees incurred by Clarkin upon the HELOC Mortgage as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A FIFTH CAUSE OF ACTION AGAINST DEFENDANT
(Quantum Meruit)

56. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

57. Clarkin conferred upon Defendant a benefit of loaning Defendant the money to purchase the Subject property, as well as the use and benefit of the Subject Property, including rent payed to Defendant by tenants for renting the subject property.

58. Defendant realized the benefits as described above.

59. Retention of these benefits by Defendant under the conditions described above make it unjust for Defendant to retain said benefits without paying the value of said benefits.

60. Plaintiff is informed and believes that it is entitled to recover from Defendant all benefits retained by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A SIXTH CAUSE OF ACTION AGAINST DEFENDANT
(Breach of Contract and of the Covenant of Good Faith and Fair Dealing)

61. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

62. Defendant and Clarkin entered into an agreement whereby Clarkin agreed to loan Defendant the money to purchase the Subject Property in exchange for Defendant agreeing to

repay Clarkin the money loaned and to make the monthly payments required upon the HELOC mortgage.

63. Every contract has an implied duty of good faith and fair dealing.

64. Defendant breached her agreement with Clarkin as well as the implied duty of good faith and fair dealing, including but not limited to by failing to repay Clarkin $131,237.90 still owed upon the HELOC Mortgage, failing to continue to make the monthly mortgage payments required upon the HELOC Mortgage, and failing to pay Plaintiff the proceeds of sale received by Defendant for sale of the Subject Property.

65. As a result of the breach of Defendant Plaintiff has suffered damages including but not limited to continued finance charges and/or interest, and/or fees being incurred by Clarkin pursuant to the HELOC Mortgage, devaluation of the Mortgaged Property.

66. Plaintiff is informed and believes it is entitled to actual, consequential, incidental and expectation damages against Defendant in an amount determined by the trier of fact, costs, prejudgment interest, and such other and further relief as the court deems just and proper.

JURY TRIAL DEMANDED

WHEREFORE, Plaintiffs pray that this Court enter judgment against each of the named Defendant as to each of Plaintiff's above named causes of action awarding Plaintiffs actual,, incidental, consequential damages, prejudgment interest, attorneys' fees and costs and such other relief, fees and costs as may be appropriate.

[SIGNATURE BLOCK TO FOLLOW]

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

Charleston, SC
October 20, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
	)	
Family Services, Inc., Conservator for Muriel W. Clarkin,	)	
	)	
Plaintiff(s),	)	
	)	**ANSWER**
versus	)	**OF DEFENDANT**
	)	**BRIDGET D. INMAN**
	)	
Bridget D. Inman,	)	
	)	
Defendant(s).	)	
	)	

FILED
2017 DEC 13 PM 3:48
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The Defendant, Bridget D. Inman, answering the Complaint of the Plaintiff would respectfully allege and show unto this Honorable Court as follows:

1. That the Defendant, Bridget D. Inman, denies each and every allegation not herein specifically admitted, modified, or explained, and demands strict proof thereof.

2. That the Defendant, Bridget D. Inman, does not have sufficient information to admit or deny the allegations of Paragraphs 1 and 2 and therefore denies the same and demands strict proof thereof.

3. That the Defendant, Bridget D. Inman, admits the allegations of Paragraphs 3 and 4.

4. That the Defendant, Bridget D. Inman, denies the allegations of Paragraph 5.

5. That the Defendant, Bridget D. Inman, admits so much of the allegations of Paragraph 6 as alleged that Clarkin took out a home equity line of credit on real property Clarkin owned located at 602 Atlantic Street, Mount Pleasant, SC 29464,

bearing TMS# 532-06-00-129 in Charleston County but denies the remaining allegations of said paragraph and demands strict proof thereof.

6. That the Defendant, Bridget D. Inman, denies the allegations of Paragraph 7.

7. That the Defendant, Bridget D. Inman, does not have sufficient information to admit or deny the allegations of Paragraphs 8, 9, and 10 and therefore denies the same and demands strict proof thereof.

8. That the Defendant, Bridget D. Inman, admits the allegations of Paragraph 11.

9. That the Defendant, Bridget D. Inman, denies the allegations of Paragraphs 12 and 13.

10. That the Defendant, Bridget D. Inman, admits so much of the allegations of Paragraph 14 as alleged that the Defendant owned the subject property and rented the subject property but denies the remaining allegations of said paragraph and demands strict proof thereof.

11. That the Defendant, Bridget D. Inman, admits the allegations of Paragraph 15.

12. That the Defendant, Bridget D. Inman, does not have sufficient information to admit or deny the allegations of Paragraphs 16 and 17 and therefore denies the same and demands strict proof thereof.

13. That the Defendant, Bridget D. Inman, admits the allegations of Paragraph 18.

14. That the Defendant, Bridget D. Inman, does not have sufficient information to admit or deny the allegations of Paragraphs 19, 20, and 21 and therefore denies the same and demands strict proof thereof.

15. That the Defendant, Bridget D. Inman, admits the allegations of Paragraph 22.

16. That the Defendant, Bridget D. Inman, admits so much of the allegations of Paragraphs 23 and 24 as alleged that Plaintiff contacted her and further admits so much of the allegations that Defendant made payment to Plaintiff but only because Plaintiff sent her invoices not because of a legal obligation but denies the remaining allegations of said paragraph and demands strict proof thereof.

17. That the Defendant, Bridget D. Inman, admits the allegations of Paragraph 25.

18. That the Defendant, Bridget D. Inman, does not have sufficient information to admit or deny the allegations of Paragraphs 26, 27, 28, and 29 and therefore denies the same and demands strict proof thereof.

19. That the Defendant, Bridget D. Inman, admits the allegations of Paragraph 30.

20. That the Defendant, Bridget D. Inman, denies the allegations of Paragraph 31 as Plaintiff is not entitled to any of the proceeds Defendant received from the sale of the subject property.

21. That the Defendant, Bridget D. Inman, admits the allegations of Paragraph 32 because Defendant has no legal obligation to make said payment.

22. That the Defendant, Bridget D. Inman, does not have sufficient information to admit or deny the allegations of Paragraph 33 and therefore denies the same and demands strict proof thereof.

23. Paragraph 34 does not require an answer.

24. That the Defendant, Bridget D. Inman, denies the allegations of Paragraphs 35, 36, 37, 38, 39, and 40.

25. Paragraph 41 does not require an answer.

26. That the Defendant, Bridget D. Inman, denies the allegations of Paragraphs 42 and 43.

27. Paragraph 44 does not require an answer.

28. That the Defendant, Bridget D. Inman, denies the allegations of Paragraphs 45, 46, 47 and 48.

29. Paragraph 49 does not require an answer.

30. That the Defendant, Bridget D. Inman, denies the allegations of Paragraphs 50, 51, 52, 53, 54, and 55.

31. Paragraph 56 does not require an answer.

32. That the Defendant, Bridget D. Inman, denies the allegations of Paragraphs 57, 58, 59, and 60.

33. Paragraph 61 does not require an answer

34. That the Defendant, Bridget D. Inman, denies the allegations of Paragraphs 62, 63, 64, 65 and 66.

WHEREFORE, Defendant, Bridget D. Inman, prays as follows:

a) That Plaintiff's Complaint be dismissed.

b) That Defendant be awarded attorney's fees and costs.

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

BRUCE A. BERLINSKY, PA



Bruce A. Berlinsky
P.O. Box 206 (29402)
One Carriage Lane, Bldg. F
Charleston, SC 29407
Telephone: 843/852.2202
Attorney for Defendant,
Bridget D. Inman

Charleston, South Carolina
December 6th, 2017.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
	)	
Family Services, Inc., Conservator for Muriel W. Clarkin,	)	
	)	
Plaintiff(s),	)	
	)	**CERTIFICATE OF MAILING**
versus	)	
	)	
Bridget D. Inman,	)	
	)	
Defendant(s).	)	

FILED
2017 DEC 13 PM 3:48
JULIE ARMSTRONG
CLERK OF COURT
BY

I, Jessica Reynolds, do hereby certify that I have this date mailed a true and correct copy of the foregoing **Answer of Defendant Bridget D. Inman**, postage prepaid, and deposited with the United States Postal Service as follows:

D. Conor Keys, Esquire
P.O. Box 14225
Charleston, SC 29422
Attorney for Plaintiff

Dated this 11th day of December, 2017.

Jessica Reynolds

BRUCE A. BERLINSKY, P.A.
Attorney at Law

Mailing Address:
PO Box 206
Charleston, SC 29402

One Carriage Lane, Building F
Charleston, SC 29407

Office: (843) 852-2202
Fax: (843) 852-4844
Bruce@berlinskylawfirm.com

December 11, 2017

Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Family Services, Inc. Conservator, et al. v. Bridget D. Inman
Case No.: 2017-CP-10-05426

Dear Ladies:

In connection with the above referenced matter, enclosed please find one (1) original and one (1) copy of **Answer** and **Certificate of Mailing** for filing. Please return the filed copy to us in the enclosed, postage-paid envelope.

Thanking you in advance for your assistance and cooperation in this matter.

With kind regards, I am

Sincerely,

Jessica Reynolds
Legal Assistant to Bruce A. Berlinsky

/jlr
Enclosures

ELECTRONICALLY FILED - 2019 Dec 03 9:06 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE NO: 2017-CP-10-5426
)	
Family Services, Inc., as Conservator)	
For Muriel W. Clarkin,)	
)	**AMENDED COMPLAINT**
Plaintiff,)	
)	**(Conversion)**
vs.)	**(Unjust Enrichment)**
)	**(Money Hand and Received)**
Bridget D. Inman and)	**(Promissory Estoppel)**
Muriel C Kennedy)	**(Quantum Meruit)**
)	**(Breach of Contract)**
Defendants.)	**(Equitable Lien)**
)	**(Fraudulent Conveyance)**
	(Civil Conspiracy)
	(Unjust Enrichment)
	JURY TRIAL DEMAND

Plaintiff complains of the above-named Defendant as follows:

1. Plaintiff, Family Services Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") is a resident of Charleston County.

2. Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge.

3. Muriel W. Clarkin (hereinafter "Clarkin") is an eighty-five year old widow who has four living children, and Clarkin requires finances and funds to provide for Clarkin's necessary assisted living care.

4. Defendant Bridget Dean Inman (hereinafter "Defendant") is a granddaughter of Clarkin and resides in Charleston County.

FACTUAL ALLEGATIONS

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5. Clarkin and Defendant entered into an agreement that Clarkin would lend Defendant money to purchase a house.

6. Clarkin agreed to take out a home equity line of credit out on real property Clarkin owned located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS # 532-06-00-129 (hereinafter "Mortgaged Property"), in Charleston County, in order to acquire the funds to lend to Defendant.

7. Defendant agreed to pay Clarkin back the money Clarkin lent Defendant and to make the monthly mortgage payments upon the Mortgaged Property.

8. On or about July 17, 2006, Clarkin executed a $100,000 note for a home equity line of credit (hereinafter "HELOC") and mortgage secured by the Subject Property to Wachovia Bank, NA (hereinafter "Mortgage"). The Mortgage was recorded in the RMC Office for Charleston County in Book L591, Page 244.

9. On or about July 7, 2008, said Note and Mortgage were modified to increase the maximum balance of indebtedness to $150,000 (hereinafter "Modification"), the Modification was recorded in the RMC Office for Charleston County in Book E664, Page 769.

10. Upon information and belief at or around the execution of the Modification Clarkin made an initial withdraw from the HELOC in an amount of just over $138,000.00.

11. On July 7, 2008, Defendant purchased the real property located at 316 Elrod Drive, Goose Creek, SC 29445, bearing TMS No. 235-14-04-004 for purchase price of $137, 000.00 as evidence by that certain deed recorded in the Register of Deeds of Berkeley County in Book 7447, Page 141 (hereinafter "Subject Property").

12. Defendant has acknowledged that the HELOC was used to purchase the Subject Property.

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13. Defendant has acknowledged that she has an obligation to repay Clarkin for the loan used to purchase the Subject Property.

14. Defendant benefitted from owning the Subject Property by renting the Subject Property and collecting rent payments.

15. Defendant made monthly payments upon the HELOC Mortgage for a period of years.

16. If the monthly finance charge and/or interest accrued is not paid monthly on the HELOC then the principle balance of the HELOC Mortgage increases.

17. Upon information and belief a majority of the funds paid by Defendant towards monthly payments upon the HELOC have been applied to interest.

18. Upon information and belief Defendant has declared the mortgage interest she has paid on the HELOC on her taxes in the past.

19. On or about April 4, 2014, the principle balance on the HELOC was $133,878.07.

20. On or about April 25, 2014, Patricia Smith (hereinafter "Smith") daughter a daughter of Clarkin and aunt to the Defendant obtained from Clarkin $15,000.00 in the form of a cash advance upon the HELOC.

21. On or about April 25, 2014, the principle balance on the HELOC was 148,878.07.

22. Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge.

23. Thereafter Plaintiff contacted Defendant and Smith and demand that Plaintiff and Smith pay Plaintiff monthly payments equal to the interest accruing upon the principal balance that each Defendant and Smith owed upon the HELOC.

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24. Both Defendant and Smith made monthly payments to Plaintiff which Plaintiff used to make monthly payments upon the HELOC in the amount of the monthly accruing interest.

25. On or about February 6, 2017, Defendant sold the Subject Property for a purchase price of $100,00, as evidenced by that certain deed recorded in the Berkeley County Register of Deeds in Book 2392, Page 819.

26. On or about March 27, 2017, Smith made a payment to Plaintiff to apply to the HELOC in the amount of $13,097.20.

27. Plaintiff determined that Smith's March 27, 2017, payment satisfied the total amount Smith owed upon the HELOC for the April 25, 2014, $15,000 cash advance Smith received upon the HELOC.

28. In total Smith paid at or about $16,958.00 towards repayment of the HELOC.

29. On or about March 27, 2017, the principle balance owed upon the HELOC was $131,237.90.

30. In April of 2017, Plaintiff communicated to Defendant that Plaintiff has learned that Defendant had sold the Subject Property and demanded that Defendant pay to Plaintiff the proceeds Defendant received from the sale of the subject property so that Plaintiff to could apply said proceeds to the amount owed upon the HELOC.

31. Defendant has not provided Plaintiff with any of the proceeds Defendant received from the sale of the Subject Property.

32. Defendant has not made a payment to Plaintiff regarding the HELOC since at or about April 17, 2017.

33. Upon information and belief there is due at as of September of 2017, there is a principle balance on the HELOC of $131,237.90.

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FOR AND AS A FIRST CAUSE OF ACTION AGAINST INMAN
(CONVERSION)

34. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

35. Plaintiff as conservator for Clarkin has an interest in the following:

a) $131,237.90 in principle balance which Clarkin owes upon the HELOC Mortgage which was obtained by Defendant from Clarkin on or about July 7, 2008;

b) the cost of the monthly accruing finance charges and/or interest which will accrue upon the HELOC Mortgage until it is satisfied.

36. Clarkin owned and had an interest in the funds described above.

37. Defendant converted the funds to her own use and benefit.

38. Defendant did not have permission and/or authority and retain said funds after Plaintiff has demanded their repayment and Defendant has refused to do so.

39. Defendant has acknowledged an obligation to repay said funds of Clarkin.

40. Plaintiff is entitled to and requests an award of the $131,237.90, the cost of the interest and/or finance charges incurred by Plaintiff upon the HELOC Mortgage, and legal interest upon the $131,237.90 from the dates which Defendant converted the funds to her own use and benefit.

FOR AND AS A SECOND CAUSE OF ACTION AGAINST INMAN
(Unjust Enrichment)

41. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

42. Defendant has been unjustly enriched at the expense of and to the detriment of Clarkin in the amount of $131,237.90, plus the cost of the interest and/or finance charges incurred by Plaintiff upon the HELOC Mortgage.

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43. Plaintiff is informed and believes that it is entitled to recover from Defendant all monies, and any improper benefit received by Defendant as a result or consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A THIRD CAUSE OF ACTION AGAINST INMAN
(Money Had and Received)

44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

45. Defendant presently holds $131,237.90 in her possession or control that was received from Clarkin.

46. Defendant does not have a right to retain said money of Clarkin.

47. The money in question belongs, in equity and good conscience to Plaintiff and should not in equity and good conscience be retained by Defendant.

48. Plaintiff is informed and believes that it is entitled to recover from Defendant all money had and received by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A FOURTH CAUSE OF ACTION AGAINST INMAN
(Promissory Estoppel)

49. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

50. Defendant promised to repay Clarkin the $131,237.90 still owed to Clarkin and to pay the monthly finance charge and/or interest payments upon the HELOC Mortgage in exchange for Clarkin loaning Defendant the money she borrowed from Clarkin on or about July 7, 2008.

51. Defendant has failed to pay Clarkin said money and to continue to make the monthly payments required under the HELOC Mortgage as promised.

52. Clarkin relied upon Defendant's promise.

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53. Clarkin's reliance upon Defendant's promise was expected and foreseeable by Defendant.

54. Plaintiff has suffered damages as a result of Defendant's failure to pay Clarkin as promised and to make the monthly payment required pursuant to the HELOC Mortgage as Promised.

55. Plaintiff is informed and believes that it is entitled to recover from Defendant the principle owed upon the HELOC mortgage and any and all interest and/or finance charges, and/or charges fees incurred by Clarkin upon the HELOC Mortgage as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A FIFTH CAUSE OF ACTION AGAINST INMAN
(Quantum Meruit)

56. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

57. Clarkin conferred upon Defendant a benefit of loaning Defendant the money to purchase the Subject property, as well as the use and benefit of the Subject Property, including rent payed to Defendant by tenants for renting the subject property.

58. Defendant realized the benefits as described above.

59. Retention of these benefits by Defendant under the conditions described above make it unjust for Defendant to retain said benefits without paying the value of said benefits.

60. Plaintiff is informed and believes that it is entitled to recover from Defendant all benefits retained by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A SIXTH CAUSE OF ACTION AGAINST INMAN
(Breach of Contract and of the Covenant of Good Faith and Fair Dealing)

61. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

ELECTRONICALLY FILED - 2019 Dec 03 9:06 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

62. Defendant and Clarkin entered into an agreement whereby Clarkin agreed to loan Defendant the money to purchase the Subject Property in exchange for Defendant agreeing to repay Clarkin the money loaned and to make the monthly payments required upon the HELOC mortgage.

63. Every contract has an implied duty of good faith and fair dealing.

64. Defendant breached her agreement with Clarkin as well as the implied duty of good faith and fair dealing, including but not limited to by failing to repay Clarkin $131,237.90 still owed upon the HELOC Mortgage, failing to continue to make the monthly mortgage payments required upon the HELOC Mortgage, and failing to pay Plaintiff the proceeds of sale received by Defendant for sale of the Subject Property.

65. As a result of the breach of Defendant Plaintiff has suffered damages including but not limited to continued finance charges and/or interest, and/or fees being incurred by Clarkin pursuant to the HELOC Mortgage, devaluation of the Mortgaged Property.

66. Plaintiff is informed and believes it is entitled to actual, consequential, incidental and expectation damages against Defendant in an amount determined by the trier of fact, costs, prejudgment interest, and such other and further relief as the court deems just and proper.

FACTUAL ALLEGATIONS AS TO KENNEDY

67. Muriel C. Kennedy (hereinafter "Kennedy") is a resident of Charleston County.

68. Kennedy is the daughter of Clarkin and the mother of Defendant.

69. Upon information and belief prior to Clarkin loaning Defendant the money to purchase the Subject Property, and in order to entice, Clarkin to loan Defendant the money to purchase the Subject Property, Kennedy stated to Clarkin in the presence of third parties that

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Kennedy would guarantee Defendant's repayment of the money lent by Clarkin to Defendant to purchase the Subject Property.

70. On or about January 27, 2015, Kennedy while meeting for the first time with Kelley Evans the Conservator Case Manager for Plaintiff, informed Ms. Evans about the loan that Clarkin had made to Defendant to purchase the Subject Property, making representations to Ms. Evans about the payments Defendant had been making pursuant to the agreement; and further stated in oral and/or written representations that as of November 25, 2014, Defendant was responsible for paying off $132,356.00 of the principle balance owed upon the HELOC at that time.

71. Defendant stated under sworn testimony that after selling the Subject Property and receiving the proceeds of sale of the Subject Property she took the vast majority of those proceeds of sale and provided them to Kennedy in the form of a check for $85,000.00 (hereinafter "Disputed Funds in Kennedy's Possession") to invest and hold on behalf of Defendant.

72. On November 13, 2019, Defendant filed an affidavit in this matter, attaching as Exhibit "C" to said affidavit a copy of a check dated September 2, 2017, by which Defendant transferred the Disputed Funds in Kennedy's Possession to Kennedy.

73. Defendant was served with the Summons and Complaint in this action on October 31, 2017.

74. On November 2, 2017, Kennedy took a majority of the Disputed Funds in Kennedy's Possession and purchased $67,000.91 worth of Apple, Inc. stock in Kennedy's name which at present remains titled in Kennedy's name.

75. Upon information and belief Kennedy is still in possession of the remaining roughly $18,000 of Disputed Funds in Kennedy's possession which were not used to purchase the Apple Stock and which she originally received from Defendant as part of the $85,000.00 check, and/or

ELECTRONICALLY FILED - 2019 Dec 03 9:06 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

Kennedy has invested the remaining $18,000 of Disputed Funds in Kennedy's Possession in assets titled in Kennedy's name which Kennedy is holding for the benefit of Defendant.

76. Upon information and belief Kennedy paid a retainer fee to Bruce Berlinksy for Mr. Berlinksy to represent Defendant in this matter and/or provided funds to Defendant for the purpose of Defendant paying Mr. Berlinksy to represent Defendant in this matter. Mr. Berlinksy filed an answer on behalf of Defendant on December 13, 2017, in this matter. Further upon information and belief Kennedy thereafter paid on behalf of Defendant and/or provided funds to Defendant for the purpose of Defendant paying further attorney fees costs owed by Defendant to Mr. Berlinksy regarding this matter.

77. Upon information belief after Defendant terminated her retainer agreement with Mr. Berlinksy, Kennedy acting on behalf of Defendant paid Defendant's present counsel of record a retainer fee for the purpose of representing Defendant in this matter and/or provided funds to Defendant for the purpose of Defendant paying the retainer fee owed to Defendant's present counsel of record.

FOR AND AS A SEVENTH CAUSE OF ACTION AGAINST KENNEDY
(Equitable Lien)

78. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

79. Defendant borrowed $138,764.60 from Clarkin to purchase the Subject Property.

80. Upon information and belief prior to Clarkin loaning Defendant the money to Purchase the Subject Property, and in order to entice, Clarkin to loan Defendant the money to purchase the Subject Property, Kennedy stated to Clarkin in the presence of third parties that Kennedy would guarantee Defendant's repayment of Clarkin for the money lent to purchase the Subject Property.

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81. Upon information and belief Defendant, Kennedy, and Clarkin agreed that some time after purchase of the Subject Property, that Defendant would procure financing in her name secured by the Subject Property and use said money to repay Clarkin the money she loaned to Defendant to purchase the Subject Property.

82. Plaintiff has alleged that Defendant received the purchase money funds with the intent of repaying Clarkin for the funds Defendant received.

83. Defendant and Kennedy received an equitable benefit from the funds loaned by Clarkin to Defendant in that proceeds from the loan were used to purchase the Subject Property.

84. The aforesaid created a debt, duty, and/or obligation owing from Defendant and Kennedy to Clarkin.

85. That debt, duty and/or obligation of Defendant and Kennedy to Clarkin attached to the Subject Property.

86. Defendant, Kennedy, and Clarkin intended, expressly or impliedly, that the Subject Property serve as security for the payment of the obligation.

87. Defendant offered to deed the Subject Property to Plaintiff.

88. Defendant testified in deposition she offered deed the Subject Property to Plaintiff, for the purpose of "trying to help my grandmother." (Inman Depo. Pg. 30, Lines 12-15, Filed 11/12/19). Defendant went on to state: "So I offered the home. I didn't want it to be a rental, but I thought it would be best if Family Services could deed it back – I deed it back to them. They could then have it as a rental property. Not they manage it, but have a rental property management, have it as a rental property for my grandmother, as an asset to her, and use it as income for my grandmother." (Inman Depo., Pg 34, Line 11 – Pg 35, Line 5; Filed 11/12/19).

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89. Thereafter, Defendant sold the Subject Property and testified under oath that she received $99,317.71 in proceeds from the sale of Subject Property (hereinafter "Proceeds of Sale").

90. Defendant offered to provide Plaintiff the Proceeds of the Sale of the Subject Property, but did not do so.

91. Defendant testified in her deposition that she offered Plaintiff the entire proceeds of sale of the Subject Property stating: "I did make attempts to give that lump sum to them to show my appreciation for the gift." (Inman Depo. Pg. 29, Lines 12-25, Filed 11/12/19)

92. Defendant further testified under oath that she deposited the entire proceeds of sale of the Subject Property in her South State Bank account and thereafter provided her mother Kennedy a check dated September 2, 2017, from Defendant's South State Bank Account, for $85,000.00, which constituted the majority of the Proceeds of Sale of the Subject Property.

93. On November 2, 2017, two days after Defendant was served with the Summons and Complaint in this matter Kennedy purchased 400 shares of Apple, Inc. stock, titled in Kennedy's name, for $67,000.91, using most of the Proceeds of Sale of the Subject Property.

94. Defendant has testified that the $85,000.00 she gave to her mother remains hers along with the Apple Stock purchased with said funds, and that Kennedy holds and has invested the funds on Defendant's behalf.

95. The aforesaid establishes an equitable lien in favor of Plaintiff upon the $85,000.00 in proceeds from the sale of the Subject Property which Defendant transferred to Kennedy as well equitable interest in real, or personal property, including the stock which Kennedy has purchased using the Proceeds of Sale and possesses, holds for the benefit of Defendant.

96. Plaintiff is informed and believes that it is entitled to the imposition of an equitable lien against all Proceeds of Sale which have been transferred to funds and real or personal property

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in Kennedy's possession, title or control, including but not limited to the identified Apple, Inc., stock.

FOR AND AS AN EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND KENNEDY
(Fraudulent Conveyance)

97. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

98. Defendant borrowed $138,764.60 from Clarkin to purchase the Subject Property.

99. Kennedy acknowledged to Plaintiff in January of 2015, that Defendant was obligated to Clarkin for the money Clarkin loaned Defendant to Purchase the Subject Property.

100. Defendant made monthly payments upon the HELOC until April of 2017.

101. Defendant offered to deed the Subject Property to Plaintiff.

102. Thereafter in February of 2017 Defendant sold the Subject Property for roughly forty thousand dollars less then Defendant purchased the Subject Property for, and thirty thousand dollars less then was owed upon the HELOC at the time of sale of the Subject Property.

103. In April of 2017 Defendant offered to pay the entirety of the Proceeds of Sale from the Subject Property to Plaintiff, but did not do so.

104. Thereafter Defendant spent roughly fourteen thousand dollars that she received from the Proceeds of Sale of the Subject Property.

105. In September of 2017 Defendant transferred the remaining eighty-five thousand dollars from the Proceeds of Sale of the Subject Property to Kennedy.

106. Kennedy and Defendant knew Plaintiff claimed Defendant owed Clarkin the principle amount due upon the HELOC and further that Defendant did not have assets sufficient to pay Plaintiff the amount Plaintiff claimed Defendant owed Clarkin.

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107. Defendant was served with the Summons and Complaint in this matter on October 31, 2017, and two days after Defendant was served Kennedy purchased over $67,000 worth of Apple, Inc. stock in Kennedy's name using the most of the eighty-five thousand dollars from the Proceeds of Sale of the Subject Property which Defendant transferred to Kennedy.

108. The transfer of the remaining eighty-five thousand dollars from the Proceeds of Sale of the Subject Property to Kennedy, and Kennedy's subsequent purchase of over $67,000 worth of Apple, Inc. stock in Kennedy's name using said proceeds was done to place the Proceeds of Sale beyond the reach of Plaintiff.

109. Thereafter upon information and belief Kennedy has paid and/or provided funds to Defendant to pay all of Defendant's legal expenses and costs regarding this matter.

110. The transfer of the eighty-five thousand dollars from Proceeds of Sale of the Subject Property from Defendant to Kennedy was intended to defraud Plaintiff of its right recover the amount claimed owed in that it was made to defeat, delay, or hinder Plaintiff in its attempts to collect the amount claimed owed.

111. Plaintiff has alleged that Defendant received the purchase money funds for the Subject Property with the intent of repaying Clarkin for the funds Defendant received.

112. Defendant received the benefit of those funds by purchasing the Subject Property.

113. Thereafter, Defendant sold the Subject Property and testified under oath that she received $99,317.71 in proceeds from the sale of Subject Property.

114. Kennedy and Defendant who are mother and daughter have a confidential and/or fiduciary relationship.

115. Kennedy did not pay any consideration for the receipt of the Proceeds of Sale Kennedy received.

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116. Plaintiff is informed and believes that, after the subject transfer to Kennedy, Defendant failed to retain sufficient assets and/or funds to pay Plaintiff the indebtedness Defendant owes to Plaintiff.

117. Accordingly, Plaintiff should be entitled to recover from Defendant and Kennedy the Proceeds of Sale which she received from Defendant and/or any assets purchased therefrom.

118. Plaintiff should also be entitled to recover punitive damages from Defendant Kennedy based on their intentional and deceptive conduct, as well as prejudgment interest, and reasonable attorney's fees and costs.

FOR AND AS AN NINTH CAUSE OF ACTION AGAINST DEFENDANT AND KENNEDY
(Civil Conspiracy)

119. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

120. Defendant and Kennedy, by and between themselves, conspired to interfere with, delay, hinder, and/or prevent Plaintiff from collecting the monies it is owed from Defendant by transferring the vast majority of Proceeds of the Sale of the property from Defendant to Kennedy.

121. Kennedy has further delayed, hindered, and/or prevented Plaintiff from collecting monies claimed owed by Plaintiff from Defendant by upon information and belief providing funding for the legal expenses of Defendant in this matter which have resulted significant unnecessary delays in the prosecution of this action.

122. Kennedy and Defendant conspired to interfere with, delay and hinder, and/or prevent Plaintiff from prosecuting this action to a conclusion by failing to disclose for over a year and a half, that Kennedy was in possession of the majority of the funds in dispute, despite Plaintiff's discovery demands and court order requiring the disclosure.

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123. As a proximate result of the Defendant and Kennedy's conspiracy against the Plaintiff, Plaintiff has incurred special damages, including but not limited to, the cost and expenses of locating the proceeds of sale of the Subject Property, and the costs and expenses, including attorney's fees, of adding Kennedy as an additional Defendant and the subsequent prosecution of this action against Kennedy, just before this matter was about to proceed to trial.

124. Plaintiff is also entitled to an appropriate award of punitive damages, prejudgment interest and reasonable attorney's fees and costs due the conspiracy undertaken by Defendant and Kennedy.

FOR AND AS AN TENTH CAUSE OF ACTION AGAINST KENNEDY (CONSTRUCTIVE TRUST)

125. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

126. This action is brought pursuant to the Uniform Declaratory Judgments Act., S.C. Code Ann. §15-53-10 et seq. for the purpose of determining a question of actual controversy between the parties as hereinafter more fully appears.

127. Kennedy currently possess and/or holds title to the Proceeds of Sale and/or assets purchased therefrom which Defendant provided Kennedy including the Apple, Inc. stock all which is held in constructive trust by Kennedy. The circumstances under which Kennedy acquired possession and title to the Proceeds of Sale and assets acquired therefrom make it inequitable that legal title (or at least full legal title) should be retained by Kennedy. Kennedy was aware and had knowledge that Plaintiff claimed Defendant owed Plaintiff repayment of the funds used to purchase the Subject Property and as such the Proceeds of Sale.

128. Despite Kennedy's express knowledge as set forth above, Defendant and Kennedy, by and between themselves, conspired to interfere with, delay, hinder, and/or prevent Plaintiff

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from collecting the monies it is owed from Defendant by transferring the vast majority of Proceeds of the Sale from Defendant to Kennedy.

129. As a direct and proximate result of Kennedy's acts Plaintiff requests this Court impose a constructive trust upon all funds and/or assets which Kennedy possesses or holds title to, including but not limited to all stock, as a result of Defendant providing Kennedy with the vast majority of the Proceeds of Sale.

FOR AND AS AN ELEVENTH CAUSE OF ACTION AGAINST KENNEDY
(Unjust Enrichment)

130. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

131. Kennedy has been unjustly enriched at the expense of and to the detriment of Plaintiff in the amount of at least $85,000 provided to Kennedy by Defendant from the Proceeds of Sale.

132. Plaintiff is informed and believes that it is entitled to recover from Kennedy all monies, and any improper benefit received by Kennedy as a result or consequence, and/or incidentally related to Kennedy and/or Defendant's actions as alleged above, as well as an award of prejudgment interest.

JURY TRIAL DEMANDED

WHEREFORE, Plaintiffs pray that this Court enter judgment against each of the named Defendant as to each of Plaintiff's above named causes of action awarding Plaintiffs actual,, incidental, consequential damages, punitive damages, prejudgment interest, attorneys' fees and costs and such other relief, fees and costs as may be appropriate.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF

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D. Conor Keys
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STATE OF SOUTH CAROLINA) COUNTY OF CHARLESTON)	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-10-5426
Family Services, Inc., as Conservator Muriel W. Clarkin, Plaintiff, Bridget D. Inman Defendant.	ANSWER TO AMENDED COMPLAINT BY BRIDGET D. INMAN

Bridget D. Inman (hereafter Inman), by way of answer to Plaintiff's amended complaint, shows unto this Court as follows:

FOR A FIRST DEFENSE

1. Any allegations not specifically admitted or denied by Inman are hereby denied and strict proof demanded thereof.
2. Inman admits the allegations in paragraphs 1, 2, 3 and 4.
3. Inman denies the allegation in paragraph 5 and demands strict proof thereof.
4. As to the allegations in paragraph 6, Inman admits that Clarkin took out a home equity line of credit on real property Clarkin owned on 602 Atlantic St. Mt. Pleasant, SC bearing TMS# 532-06-00-129 in Charleston County (hereafter "mortgaged property") but she denies funds from the home equity were intended as a loan to Inman and she demands strict proof thereof.
5. Inman denies the allegations in paragraph 7 and demands strict proof thereof.
6. Inman admits the allegations in paragraphs 8, 9, 10, 11 and 12.

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7. Inman denies the allegation in paragraph 13 and demands strict proof thereof.
8. Inman admits the allegations in paragraphs 14, 15 and 16.
9. Inman has insufficient information to admit or deny the allegation in paragraph 17 and, therefore, denies the same and demands strict proof thereof.
10. Inman admits the allegation in paragraphs 18 and 19.
11. Inman has insufficient information to admit or deny the allegation in paragraph 20 and, therefore, denies the same and demands strict proof thereof.
12. Inman admits the allegations in paragraph 21 and 22.
13. Inman admits the allegation in paragraph 23 that plaintiff contacted her and asked that she make monthly interest payments on the HELOC but has insufficient information to admit or deny the allegation about plaintiff contacting Smith for the same reason and, therefore, she denies the same and demands strict proof.
14. Inman admits the allegations in paragraph 24 that she made monthly payments to Plaintiff on the HELOC in the amount of the monthly interest but she has insufficient information to admit or deny the allegations concerning Smith and, therefore, denies the same and demands strict proof.
15. Inman admits the allegations in paragraph 25.

16. Inman has insufficient information to admit or deny the allegations in paragraphs 26 and 27 and, therefore, denies the same and demands strict proof.

17. As to the allegations in paragraph 28, Inman denies Smith has paid approximately $16,958.00 towards repayment of the HELOC and avers that she has recently paid thousands more.

18. Inman admits the allegations in paragraphs 29, 30, 31, 32 and 33.

19. Paragraph 34 needs no response.

20. Inman denies the allegations in paragraphs 35, 36, 37, 38, 39 and 40 and demands strict proof thereof.

21. Paragraph 41 needs no response.

22. Inman denies the allegations in paragraphs 42 and 43.

23. Paragraph 44 needs no response.

24. Inman denies the allegations in paragraph 45, 46, 47, and 48 and demands strict proof thereof.

25. Paragraph 49 needs no response.

26. Inman denies the allegation in paragraph 50 and demands strict proof thereof.

27. As to the allegations in paragraph 51, Inman admits she has not paid the money to Clarkin and admits she ceased making monthly payments on the HELOC but she denies she promised to pay Clarkin or make the monthly payments and demands strict proof thereof. Inman also avers that the money Clarkin provided to her was an irrevocable gift.

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28. Inman denies the allegation in paragraph 52 and demands strict proof thereof because she never made any promise to Clarkin to repay her, a fact well known to Clarkin at the time Clarkin made the gift.
29. Inman denies the allegations in paragraphs 53, 54 and 55.
30. Paragraph 56 needs no response.
31. Inman denies the allegations in paragraphs 57, 58, 59 and 60 and demands strict proof thereof.
32. Paragraph 61 needs no response.
33. Inman denies the allegation in paragraph 62 and demands strict proof thereof.
34. Inman denies the allegations in paragraphs 63, 64, 65 and 66 and demands strict proof thereof.
35. Paragraph 67 needs no response.
36. Inman admits the allegation in paragraph 68.
37. Inman has insufficient information to admit or deny the allegations in paragraphs 69 and 70 and, therefore, denies the same and demands strict proof thereof.
38. Inman admits the allegations in paragraphs 71, 72, 73 and 74.
39. Inman has insufficient information to admit or deny the allegations in paragraph 75 and, therefore, denies the same and demands strict proof thereof.
40. Inman admits the allegations in paragraphs 76 and 77.
41. Paragraph 78 needs no response.

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42. Inman denies the allegation in paragraph 79 that she borrowed $138,764.60 from Clarkin to purchase the subject property and demands strict proof thereof and avers that all of the money was an irrevocable gift by Clarkin to her.

43. Inman has insufficient information to admit or deny the allegations in paragraph 80 and, therefore, denies the same and demands strict proof thereof.

44. Inman denies the allegations in paragraph 81 and demands strict proof thereof.

45. Inman admits plaintiff has made the allegation in paragraph 82 but she denies the allegation and demands strict proof thereof.

46. Inman denies the allegations in paragraphs 83, 84, 85 and 86 and demands strict proof thereof.

47. Inman admits the allegations in paragraph 87 but avers plaintiff refused to accept the deed.

48. Inman admits the allegations in paragraphs 88 and 89.

49. Inman admits the allegations in paragraphs 90 but avers plaintiff refused to accept the sales proceeds.

50. Inman admits the allegations in paragraph 91.

51. Inman admits the allegations in paragraphs 92, 93 and 94.

52. Inman denies the allegations in paragraphs 95, and 96 and demands strict proof thereof.

53. Paragraph 97 needs no response.

54. Inman denies the allegations in paragraph 98 and demands strict proof thereof.

55. Inman has insufficient information to admit or deny the allegations in paragraph 99 and, therefore, denies the same and demands strict proof thereof.

56. Inman admits the allegations in paragraph 100.

57. Inman admits the allegations in paragraph 101 but avers plaintif refused to accept the deed to the subject property.

58. Inman admits the allegations in paragraphs 102, 103, 104 and 105.

59. Inman admits the description of plaintiff's claims set out in paragraph 106 but she denies she owes Clarkin any money and demands strict proof thereof.

60. Inman admits the allegations in paragraph 107.

61. Inman denies the allegations in paragraph 108 and demands strict proof thereof.

62. Inman admits the allegations in paragraph 109.

63. Inman denies the allegations in paragraph 110 and demands strict proof thereof.

64. Inman admits plaintiff has made the allegations in paragraph 111 but she denies the allegations and demands strict proof thereof.

65. Inman admits the allegations in paragraph 112 but avers the "funds" were an irrevocable gift by Clarkin to her.

66. Inman admits the allegations in paragraphs 113, 114 and 115.

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67. Inman denies the premise of paragraph 116 that she owes plaintiff any money and demands strict proof thereof but she admits plaintiff is informed and believes the contrary.

68. Inman denies the allegation in paragraphs 117 and 118 and demands strict proof thereof.

69. Paragraph 119 through 124 allege a civil conspiracy between Inman and former defendant Muriel Kennedy against Clarkin. Since Kennedy was dismissed as a defendant by order of the court, the allegations in these paragraphs do not have to be answered.

70. Paragraphs 125 through 129 allege a constructive trust against Kennedy and paragraphs 130 through 132 allege that Kennedy was unjustly enriched. Since Kennedy was dismissed as a defendant by order of the court, the allegations in these paragraphs do not have to be answered.

FOR A SECOND DEFENSE
(Irrevocable Gift)

71. Except to the extent they conflict with the allegation in this defense, Inman incorporates all of her answers in her first defense as if repeated verbatim herein.

72. The money Clarkin provided to Inman was an irrevocable gift and not a loan as plaintiff claims and, therefore, Inman does not owe any money to plaintiff or Clarkin based on any of the causes of action plaintiff included it its amended complaint.

FOR A THIRD DEFENSE
(Statute of Frauds SC Code Section 32-3-10(5))

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73. Except to the extent they conflict with the allegations in this defense, Inman incorporates all of her responses in her previous defenses as if repeated verbatim herein.

74. Assuming without conceding that the money given to Inman by Clarkin was not a gift but was instead a loan, it is not enforceable because it was not contemplated by Clarkin or Inman that the loan would be repaid within one year. See SC Code Section 32-3-10(5).

FOR A FOURTH DEFENSE
(Lack of Standing)

75. Except to the extent they conflict with the allegations in this defense, Inman incorporates all of her responses in her previous defenses as if repeated verbatim herein.

76. According to paragraphs 23 and 24 of the amended complaint, after the plaintiff was appointed conservator, it demanded that Inman pay the plaintiff the monthly payments on the HELOC Inman had been paying directly to Wells Fargo and in turn, the plaintiff paid those monthly payments directly to Wells Fargo.

77. Plaintiff's collection of the monthly payments from Inman and then paying those same payments to Wells Fargo is a clear recognition and concession by plaintiff that the debt owed in this matter is not to Clarkin but to Wells Fargo on the HELOC secured by 602 Atlantic Street.

78. In approximately 2012, Clarkin deeded her sole ownership of 602 Atlantic Street to Patricia Smith and Clarkin as joint tenants with right of survivorship.

79. In 2014, Clarkin deeded her ownership interest in 602 Atlantic Street to Smith so Clarkin no longer has any ownership interest in this home.

80. Over the last several months, Smith has been paying the HELOC debt directly to Wells Fargo as she should since she has been the sole owner and occupant of 602 Atlantic St.

81. Since Smith is now paying the debt to Wells Fargo, there is no other debt in existence for which Inman can be held responsible.

82. Clarkin, therefore, has no standing to obtain a judgment against Inman for payment of any debt.

WHEREFORE, having answered the amended complaint of the plaintiff, Inman asks that all of her causes of action be dismissed.

Respectfully Submitted,

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SC BAR ID 4260
843-224-5717

DEFENDANT'S LAWYER

July 24, 2020.

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PROCEEDINGS

THE COURT: This is Family Services, Inc. as Conservator for Muriel Clarkin v Bridget Inman, is that right?

MR. BERLINSKY: Yes, Your Honor.

MR. KEYS: That's correct, Your Honor.

THE COURT: It's a Motion to Compel. I'll let the parties or the attorneys here announce their names and the parties they represent, please.

MR. KEYS: Certainly, Your Honor. I'm David Conor Keys for Family Services.

MR. BERLINSKY: Thank you. Bruce Berlinsky for Bridget Inman.

THE COURT: All right. Good afternoon, gentlemen.

MR. BERLINSKY: Judge, while it's Mr. Keys' motion I think we're close because we've been talking since Friday on resolving this.

THE COURT: Okay.

MR. BERLINSKY: So let me tell you where we're at and then if you want to hear more I'll let him argue his motion.

THE COURT: Okay.

MR. BERLINSKY: There are two items he really needs that at this point I don't have any objection in getting them to him.

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THE COURT: Okay. All right.

MR. BERLINSKY: And that is the what years, if any, my client took an interest deduction off of the alleged note and obligation that's part of this lawsuit.

THE COURT: Okay.

MR. BERLINSKY: So I have no problem giving him that.

THE COURT: All right.

MR. BERLINSKY: And he also wants to know immediately how much money my client may still be holding as a result of the sale of a piece of property.

THE COURT: Okay.

MR. BERLINSKY: And I've got no problem giving him that.

THE COURT: All right.

MR. BERLINSKY: This debt arises out of I guess the grandmother that Family Services is the Conservator for took out an equity line, gave it to my client who is the grandchild and my client used it to buy a house and has made some payments for her grandmother on the equity line.

I take the position, and I'm getting ready and we both are filing some motions in this that are dispositive. I'm getting ready to file a motion for summary judgment.

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THE COURT: Okay.

MR. BERLINSKY: Along the lines of the cases that hold that if you get money from a close relative a parent, child, grandparent, grandchild, it is presumed and considered a gift under the law unless there is a written legal obligation to repay it.

In this case both under my request to admit to Mr. Keys and his back to me there is no written note. So we take the position that because there is no note it's a gift. And you know while the Summary Judgment Motion isn't before you my position is all the other bank records until that motion is ruled on or if this case is going forward or not I shouldn't have to you know spit out all of her private banking information.

Again, I have no problem getting him the interest deduction info and the current amount of how much she sold a different piece of property that's got nothing to do with the case in question and how much is still left of that money within her bank account or whatever it is.

So with that being said, and then my position would be depending on how the court rules on the Motion for Summary Judgment if they grant it then the case is over. If they deny it I'll turn over the other information that he has requested within ten days of the granting or denying of the motion.

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THE COURT: All right. Mr. Keys, what do you say about his proposed order of production of these materials you requested?

MR. KEYS: Pardon me, Your Honor?

THE COURT: What do you say to his proposal of these production of materials you've requested?

MR. KEYS: I'm sorry, Your Honor. I would object to that. So Your Honor, grandma took out a HELOC on grandma's property the same day it was modified to extend the equity line balance Granddaughter bought and closed on a property. Granddaughter paid more or less monthly payments for nine years on the equity line.

Granddaughter offered to deed the property that the money was used to purchase back to Family Services. Granddaughter offered 90K to Family Services when she sold them the property. Family Services can do that because the equity line is at like 130 at the time they're talking about this.

There is clearly an issue of whether or not there was an obligation. And one of the ways to get over their objection to a gift is that you need proof of all the payments. What I have been provided in production was a bunch of bank statements which were addressed to grandmother and then they have handwritten on it you know paid 600 blah, blah, blah date, here's the check number.

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I would guess possibly those are coming from the Defendant but that isn't evidence of proof of payment. I need either the Defendant to state in an interrogatory I paid X amount on X day, here's the check number if I have it that I used it, or I need the Defendant's complete bank statements all pages of a monthly statement; you know one through seven or whatever it is.

And I have no problem with everything being redacted out of that that's not relevant, and any checks that were used for this payment. She gave me partial statements but when I get to page seven it just shows a random cash withdrawal for 800 dollars. A) The first page is what would actually show it's her bank account so I can't see that it is in fact her bank account and B) A random cash withdrawal doesn't show that it went to pay this amount. So either I need testimony from her as to what she paid ---

THE COURT: --- have you taken her deposition yet?

MR. KEYS: I'm trying to get my discovery responses so I can then go take the deposition. I have this ---

THE COURT: --- well, in a perfect world wouldn't that always happen in every case.

MR. KEYS: I have requested ---

THE COURT: --- however, I'm sure you've practiced law long enough to realize that that simply doesn't

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happen. You know...

MR. KEYS: But so they're asserting it is a gift. We assert there is evidence of numerous years of payment evidencing an obligation.

THE COURT: Right.

MR. KEYS: Your Honor, I would assert I'm entitled to that information.

THE COURT: I don't think what you're seeking is unduly burdensome or anything like that. I mean I think it's pretty standard really. You know Mr. Berlinsky she needs to turn over whatever she with as reasonable and diligent an effort you can produce.

I realize we don't always keep the best bank records and everyone isn't a CPA at home but you need to -- I think he is entitled to what he's asked for to the best of you and your client's ability. It sounds like you've agreed to everything except we're getting down to these bank records ---

MR. KEYS: --- and Your Honor if I may I have a proposed order which is the same language as the back of that memo if I may approach?

[Whereupon, Mr. Keys provides documents to the Court]

MR. KEYS: But the way I wrote it is if she would respond in interrogatory I don't know that I would need

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the ---

THE COURT: --- you don't even need the records ---

MR. KEYS: --- bank records right now. If she can't do that then I would request go to the bank and get me the bank records.

THE COURT: Right. I heard you say or earlier so I mean -- what do you say? Does she just not -- not able to independently recall these things? I mean...

MR. BERLINSKY: We can probably -- we can probably -- I can meet with her and probably get it done.

THE COURT: I would just do it again to the best of her ability is all we can ask at this point.

MR. KEYS: The only other thing as to the where the money is right now I need to know more than an amount. I need to see a bank statement saying this is here or that it went to a mortgage because if I've got to -- we're talking about a hundred grand.

If I have an issue of waste I need to be able to take further motions to address the court about that. If they can say it's sitting in a bank account if it's there then I'm not that worried about it.

THE COURT: Okay. What do you say to that?

MR. BERLINSKY: Well, at this point it's her money. They haven't proved they are entitled to it. But I'll certainly ---

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THE COURT: --- do you have any problem ---

MR. BERLINSKY: --- I'll certainly let them know where the money is ---

THE COURT: --- providing the bank name that it's deposited ---

MR. BERLINSKY: --- yes, I'll let them know what bank it's in and ---

THE COURT: --- thanks, and we'll go from there ---

MR. BERLINSKY: --- what's there.

THE COURT: Okay. All right. And the amount. Okay. And that's...

MR. KEYS: All in that, Your Honor. And Mr. Berlinsky ---

THE COURT: --- and this states within 15 days. Is that a problem with you? I think that's pretty standard.

MR. BERLINSKY: No, that's not a problem.

THE COURT: All right.

MR. BERLINSKY: Since we've been talking since Friday I've probably done -- got a third of it done anyway.

THE COURT: Okay. Sounds good. All right I've signed this. I'll give it right back to you, Mr. Keys.

MR. KEYS: Thank you, Your Honor.

THE COURT: Thank y'all.

MR. BERLINSKY: Thank you, Judge.

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THE COURT: Yes, thank you.

[Whereupon, the court proffers document to Mr. Keys]

MR. KEYS: And I'll go file this, Your Honor?

THE COURT: I would. Yes, I'd go file that downstairs. That's the only copy right now that exists anyway so I'd probably go file it.

MR. KEYS: Thank you, Your Honor.

********END OF TRANSCRIPT OF RECORD********

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C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 19th day of June, 2018.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

September 23, 2019

_____

Joyce C. Rueger, CVR-M
Court Reporter

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In The Matter Of:

FAMILY SERVICES, INC., etc. VS.

INMAN

BRIDGET INMAN

April 8, 2019

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STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO. 2017-CP-10-5426

FAMILY SERVICES, INC. CONSERVATOR FOR MURIEL W. CLARKIN,
Plaintiff,
vs.
BRIDGET D. INMAN,
Defendant.

THE DEPOSITION OF: BRIDGET INMAN

DATE: April 8, 2019
TIME: 9:00 a.m.
LOCATION: The Law Office of David Connor Keys, LLC 115 Wappoo Creek Drive, Suite A Charleston, SC
REPORTER: Margaret F. Barnett Court Reporter and Notary Public

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF
FAMILY SERVICES, INC.
CONSERVATOR FOR MURIEL W. CLARKIN:

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(843) 852-2202

ALSO PRESENT:

Kelley Evans, Conservator/VA Counselor
Family Services, Inc.

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(Plaintiff's Exhibit 1-8, 10, were marked for identification.)

BRIDGET INMAN

being first duly sworn, testified as follows:

MR. KEYS: I'm going to start with some of the basics that you go through on every deposition. This is the deposition of Bridget Inman, taken pursuant to due and proper notice to all given proper service by agreement of the parties. Defects as to notice at this time and location of the deposition, if any, are waived. During the course of this deposition, we will examine un-redacted records which contain personal information such as account numbers. All parties to this deposition are put on notice. All appropriate redactions should be made prior to entering any transcripts or exhibits from this deposition into the public record.

EXAMINATION

BY MR. KEYS:

So, first, it's very important that you verbalize your answers. Say yes or no, not nod. Do not use slang like uh-huh or nah. This is all for her benefit so she understands.

A. Okay.

Q. If you need clarification for a question,

please ask me. Do not ask your counsel. I'm happy to repeat it or clarify. If you don't ask, I assume that you understand it and I assume that you're going to answer it fully and truthfully.

If at any point you remember something that you said incorrectly, you want to rephrase, let me know and I'll let you go back and rephrase that. At the end of the conversation I will ask you if you are satisfied with your answers. That's your opportunity to make any statements or clarification there.

If you need to take a break at any time, just let me know. The only limitation on that is that I ask that we finish whatever topic question we were on at the moment we were doing that. And then when we go out on any break, you are prohibited from discussing anything that's going on in this with your attorney or anyone else. You can talk about the weather, you can talk about the Mets, just don't talk about this.

Do you understand you're under oath?

A. Yes.

Q. Do you understand what that means?

A. Yes.

Q. Do you understand that if you make an

untruthful statement and it was found out that you did so, that could be submitted to the solicitor and you could be prosecuted for perjury?

A. Yes.

Q. Please state your full, legal name.

A. Bridget D. Inman.

Q. How old are you?

A. 32.

Q. What's your date of birth?

A. June 21st, 1986.

Q. Are you on any drugs or medication that would affect your ability to comprehend or answer these questions fully?

A. No.

Q. If you don't understand me, please tell me to repeat it. Are you suffering from any mental or emotional condition which could affect your ability to comprehend the question or answer them fully?

A. No.

Q. Have you ever taken a deposition before?

A. No.

Q. Do you know any judges in South Carolina?

A. No.

Q. Where were you born?

A. Charleston, South Carolina.

Q. Where about?

A. Mount Pleasant.

Q. Okay. So where did you go to high school?

A. Wando.

Q. When did you graduate?

A. 2004.

Q. Did you go to college?

A. Yes.

Q. Where?

A. USC.

Q. When did you graduate?

A. 2008.

Q. What are your degrees?

A. BA in psychology.

Q. Okay. Are you employed?

A. Yes.

Q. What do you do?

A. Office manager for US Department of State.

Q. How long have you done that?

A. Since 2014.

Q. Do you hold any professional certifications?

A. No.

Q. Do you receive any government subsidies or benefits?

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A. No.
Q. Okay. Now we're done with all the generic stuff. In 2008, on about July 7th, you purchased 316 Elrod Drive in Goose Creek for a purchase price of $137,000; correct?
A. Correct.
Q. Was the purchase price paid in full at closing?
A. Yes.
Q. There was no mortgage that you acquired on the property?
A. No.
Q. Okay. Where did you acquire the funds to purchase this property?
A. My mother -- my grandmother, excuse me, gifted me the funds to -- she gave me the money to buy the property.
Q. How much was it, did she give you?
A. The full amount, the 137,000.
Q. How was the money received for the closing? Check, wire transfer?
A. It was cash. It was a cash deal. So it was already arranged through the attorney when we went to the closing.
Q. Okay. How did the idea come about that

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your grandmother would provide that money to you to purchase Elrod?
A. Repeat the question.
Q. How did the idea -- tell me about how you chose to purchase Elrod and then how did it come about that your grandmother ended up providing you the money to do it?
A. Well, it was my grandmother and grandfather. He was living at the time. And I was getting married, finishing college, and they wanted to help me out, so they gave me the money to buy the home.
Q. Okay. Did your grandmother ask you to do anything in return for providing you the money to buy the home?
A. There were no stipulations.
Q. Okay. Did you believe you should do anything in return for the money being providing for you to purchase Elrod?
A. Repeat the question, I'm sorry.
Q. Were you operating under a belief that you should take any actions in exchange for your grandmother providing you the money to purchase Elrod?
A. So I wanted to show my appreciation for the gift that she had given me by helping her.

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Q. How?
A. I made payments to Wells Fargo and I made payments to Family Services through the invoices that you have sent.
Q. Okay. Can you tell me -- so the loan that your grandmother took out was a home equity line of credit. It's commonly referred to as a HELOC. I will refer to it as a HELOC for simplicity's sake here. Can you tell me the terms of that loan as you know them?
A. Well, it was my grandmother's loan and so you would have to ask her.
Q. Okay. So you don't -- was it fixed rate, interest only? Do you know?
A. You would have to ask her.
Q. Okay. You don't know?
A. I don't recall all the details of it because it was not my loan.
Q. Okay.
A. And, also, I would like to clarify, it's been many, many years so I just -- I would want you to clarify with her.
Q. Okay. So you don't know what the duration of the loan is, the HELOC?
A. It wasn't my loan. It was my

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grandmother's. I don't have all the details. You would need to -- it wasn't my loan. The money was gifted to me to buy the home.
Q. Was the HELOC secured by any real property?
A. I'm not sure I understand the question.
Q. Was the HELOC, did it place a mortgage on any real property? Is the HELOC a mortgage loan that is connected to 602 Atlantic Street and property that your grandmother owned and your aunt now resides in?
A. You would have to ask my grandmother.
Q. You do not know?
A. I don't recall all the details.
Q. Okay.
A. Okay. I'm not -- you need to -- I -- you need to ask my grandmother all the interconnections of her -- of how she -- what she did with that loan, of hers.
Q. So nobody in your family has ever told you that loan has a mortgage on 602 Atlantic Street? It's not a trick question.
A. Yes. I know that -- I know -- I'm just trying to figure out how to answer you. I guess repeat the question so that I answer it the right way. I just -- I don't want to say the wrong thing because

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I don't know -- it's not my loan. It's really my grandmother's.
Q. I'm only asking you for what your knowledge is of the situation.
A. Yes. So I -- okay, so ask me again, because I'm trying to be careful how I answer you.
Q. I understand. When the loan was taken out.
A. Uh-huh.
Q. Money was lent. To secure that money being repaid, was a mortgage given on 602 Atlantic Street to make sure if nobody paid, they had the house to foreclose upon?
A. Again, I think you need to make sure that that is how it was done by asking my grandmother. I mean, I don't want to -- I don't -- I'm comfortable saying I think I recall that being the case, but I don't want to say for sure. I mean, because I don't know what else was done to that loan, okay what I mean? I don't know what else she may have done when she took out that loan.
Q. Okay.
A. Okay? I wasn't there when she did it.
Q. Uh-huh.
A. When she took out that loan.

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Q. Has your aunt ever told you that there's a mortgage on 602 Atlantic Street for that loan?
A. Yes.
Q. Okay.
A. But let me clarify, though. I was not present for -- when my grandmother went and did whatever she did to help me purchase -- when she gifted me the money, I was not present for any of that.
Q. But you received the money and it was used to purchase Elrod; correct?
A. Yes. She gave me -- at the end of the day --
Q. Yes.
A. -- my grandmother gave me the money to purchase 316 Elrod. How that money was given to me, prior to giving it to me, I was not involved with any of that. I did not have any -- any -- I was not involved in any of that.
Q. I understand.
A. Okay.
Q. Okay. Let's go to Exhibit 6. If you can look at that.
MR. KEYS: And flip to the chart, Bruce.
MR. BERLINSKY: Okay.

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BY MR. KEYS:
Q. Okay. This was provided by you in discovery in this case. Can you tell me what it is?
A. Yes. I created it.
Q. What is it?
A. So, it's what I paid towards what I -- show my -- towards what the appreciations of all the gifts that I wanted to give to help out my grandmother.
Q. This is a record of all the payments you made on the HELOC?
A. This is how I helped my grandmother.
Q. But I'm asking you to answer my question. Does this evidence all the payments you made on the HELOC?
A. This is evidence of everything that I paid towards my grandmother's loan.
Q. Right.
A. Yes.
Q. Which I'm calling the HELOC.
A. Okay.
Q. Okay. So, this shows, if I'm correct, that you made a monthly payment every month from September of 2008 to April of 2017. Is that correct?
A. Yes.

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Q. Can you tell me the total amount of payments you made in '08?
A. Wait, hold on. Let me correct myself. I think there may have been some missing. This is just what I -- my records may have been...
Q. So I understand you, you think you may have made more payments than what are on here?
A. No. You know what? This has been years of -- this is what I think I've -- okay. This is what I -- this is -- I mean, this is pretty close to what I believe I have -- like, what I have given.
Q. Okay.
A. So 2,663 and 65 cent.
Q. When did you create this document? Ballpark.
A. About two years ago.
Q. Okay. What does it say you paid in '09 total?
A. 7,364 and 60 cent.
Q. How much did you total pay in '10?
A. 9,744.
Q. What were the total payments you made on the HELOC in '11?
A. 9,750.
Q. What were the total payments you made on

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the HELOC in '12?
A. 8,944.
Q. What were the total payments you made on the HELOC in 2013?
A. Where's 2013?
Q. The next page.
A. Okay. 7,337.
Q. What were the total payments you made in 2014?
A. 8,280.
Q. What were the total payments you made on the HELOC in 2015?
A. 8,095.04.
Q. What were the total payments you made on the HELOC in 2016?
A. 6,066.41.
Q. What were the total payments you made on the HELOC in 2017?
A. 2,109.29. Okay. All right, then, yes, that's right. I was trying to make sure.
Q. That is many thousands of dollars of gifts you've made to your grandmother?
A. Uh-huh.
Q. About what do you think that total is?
A. I think I added it up, didn't I?

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Q. I don't think you did. But if I told you I added it up and it is a little over $70,000, does that look about correct to you?
A. It's probably --
MR. BERLINSKY: I object to the form of the question. The document speaks for itself. The addition is the addition.
MR. KEYS: Yes.
THE WITNESS: I mean, I did my best to record keep.
BY MR. KEYS:
Q. You're correct, you made a payment every month from September 2008 to April of 2017, which if you add up every month, is roughly 104 monthly payments. Correct?
A. Say that to me again.
Q. From September of 2008 to April of 2017 you made a payment every month; correct?
A. Yes.
Q. If you add up every month of those payments, it's 104 monthly payments you made; correct?
A. I don't have a calculator in front of me to do the math. Sorry, I'm not a mathematician.
Q. I had to use a calculator. Why did you make a monthly payment every month for nearly ten

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years?
A. Because I wanted to help my grandmother for the gift she had given me.
Q. It's a very generous gift, $70,000?
A. She was very generous in the gift she gave me.
Q. But you never had any sort of agreement that you would make those payments?
A. There was no agreement. No agreement. There was no agreement. It was a gift.
Q. Okay. So for these monthly payments you made, this gift, did you ever declare the interest of those payments upon your taxes?
A. Yes.
Q. What years did you do that?
A. I don't recall. But I -- I don't remember the exact years.
Q. Did you do it most of the years that you made a payment?
A. I did -- I think it -- don't -- I can't tell you the exact years now. It's been too long.
Q. I'm just asking for what you remember.
A. I don't want to speak incorrectly so I'm not going to give you a number.
Q. Could your tax returns show me what years

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you declared interest?
A. Yes.
Q. Would you provide me your tax returns for the period in question to show what years you paid interest?
A. I think I already did that, but yes.
Q. You provided two years, 2015 and 2016.
A. Then those were the years.
Q. You did not make any payments prior to that or declare any interest on your taxes from this prior to that?
A. If those were the years that I gave you, then that's the years that I --
Q. From 2008 to 2014, you are telling me you did not declare interest from payments you made upon this HELOC on your taxes?
A. Not that I can recall. I don't believe I did.
Q. Okay. Why did you declare it on your taxes?
A. Because I paid the property taxes for the home.
Q. Should you get a benefit on your taxes for providing a gift?
A. I believe that's an opinion, a matter of

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opinion, don't you?
Q. I'm just asking your opinion.
A. Well, in my -- okay, repeat the question.
Q. Do you believe it is appropriate to receive a benefit on your taxes for providing a gift of payments, as you said, to your grandmother?
A. I'm not sure I'm understanding the question.
Q. Okay. Did you sell Elrod?
A. Yes.
Q. When did you sell Elrod?
A. In 2017.
Q. How much did you sell it for?
A. A hundred thousand dollars.
Q. How much did you receive in proceeds from the sale?
A. Do you mean after closing?
Q. Yes.
A. It was -- can I see that. 99,317.71.
Q. What did you do with that money?
A. I kept some and I gave some to my mother to invest.
Q. What did you do with the money you kept?
A. I used it for various, various things. I had a tenant in the house.

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Q. Well, this is after the tenant.
A. Excuse me?
Q. Are we talking about a tenant in Elrod?
A. At one point, yes. And so I used it for repairs prior to selling.
Q. We are talking about the money you received after you sold the property?
A. Yes. That was -- I had used it for reimbursement, I guess you could say.
Q. Okay. Explain that to me, please.
A. I had to evict and prepare the house to go on market, so that's what I did.
Q. Okay.
A. Okay.
Q. But what I'm asking is you received money after the sale?
A. Yes.
Q. So it could not have been actually spent on things that happened before the sale, so are you saying you paid credit cards off? Specifically how was the money spent that you --
A. Oh, you want to know specifically?
Q. Yes.
A. No. I -- it was just to reimburse myself. Because I had gone -- I had out of pocket put a new

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refrigerator in and court fees to go to evict the person. There was -- there were expenses.
Q. So you should be reimbursed for the expenses of owning your own home?
A. No. That's just what I wanted to do with the money.
Q. Where is that money, the money you kept? Is it in a bank account?
A. The money that I kept?
Q. Yes.
A. I have some money and then -- but it just --
Q. How much do you have still today, right now?
A. I don't know. It's mixed in with my money.
Q. Okay. Where is it?
A. It's in my bank account.
Q. In your bank account?
A. But it's mixed in, yes.
Q. If you had to say today of the money you kept, how much do you think is still in your bank account?
A. Maybe five hundred. It's not much.
Q. Five hundred?

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A. Yes.
Q. So it's been spent?
A. Yes.
Q. What was it spent on?
A. I mean, various things. Life.
Q. Anything notable? Anything over a thousand?
A. Oh, no. This is through course of years, or since I've sold the house.
Q. When did you sell the house?
A. In 2017.
Q. February; right?
A. Yes.
Q. Okay.
A. Yeah. And then --
Q. So two years?
A. Yeah. And then I kept some.
Q. How much did you keep?
A. I don't recall. And then I gave some to my mother.
Q. You don't recall how much of the $90,000 you kept?
A. No, I don't. I don't recall.
Q. How much did you give to your mother?
A. Eighty-five something thousand. It was --

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so, do the math. I can't -- it was something like that, I guess.
Q. So you kept $14,000?
A. If that was -- I can't recall the exact amount. That's what I'm telling you. I can't recall the exact amount.
Q. If you gave your mother $85,000 and you received $99,000 --
A. I'm not a mathematician. I already told you that.
Q. So that would be $14,000.
A. Okay. If that's what you're saying.
Q. So you kept $14,000; correct?
A. I'm not a mathematician but if that's what that adds up to, yes.
Q. And you say you spent that over the course of these past two years?
A. Uh-huh.
Q. But you did not buy a car, a boat, any toys, any big purchase with that money?
A. No.
Q. Okay. When did you give your mother the $85,000?
A. I'd have to look at the date of the check.
Q. There's a check?

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A. Yes.
Q. Okay. Have you provided me that check in discovery?
A. Pretty sure I did.
Q. I have not received it.
A. Okay.
Q. Are you aware there's an order asking you to provide documents evidencing where that money went?
A. (Witness moves head side to side).
Q. Can you provide me a copy of that check?
A. Yes.
Q. Thank you. Why did you give your mother the $85,000?
A. Because I wanted her to invest. Like I said, I kept some and then gave her some to invest, so she invested it.
Q. Who was she investing it for?
A. Just to invest. It was to make more money.
Q. So you make money from investment?
A. Yes.
Q. You cash that money out. Who does that money go to? Who does that money belong to now?
A. Well, I guess myself.
Q. Okay.

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A. Because the gift was to me.
Q. So you gave your money?
A. Uh-huh.
Q. You gave $85,000 to your mother?
A. Yes.
Q. To hold for you to invest?
A. Yes. But I wanted to give it to my mother to invest because my mother is better at doing that than me.
Q. But it's still your money, in your opinion?
A. Yes. But I trust my mother so it's in her hands to invest.
Q. That's what I'm trying to ask. Your mother is holding your money for you to invest for your benefit?
A. Yes.
Q. Okay. But you don't remember when you gave her, ballpark, when -- $85,000 is a lot of money. When do you think you gave her that money?
A. I don't know.
Q. Okay. Shortly after the sale? A year after the sale?
A. I really don't know. I'd have to look at the records.

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Q. But you can provide me a copy of the check; correct?
A. I can provide a copy of the check.
Q. Thank you. I apologize, I am losing my voice here.
What did your mom do with the money? How did she invest it?
A. I don't get involved with that. She just does her thing.
Q. You have no idea --
A. No.
Q. -- what she invested in?
A. I think maybe Apple because that's one of her top things, but it could be -- I don't know.
Q. Do you know if she invested any other stock than Apple?
A. I don't know.
Q. Do you know if she invested in anything else other than Apple?
A. I don't know.
Q. Your mother is holding the money for you but you haven't asked what it's in?
A. That's correct.
Q. But you think Apple. Why do you think Apple?

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A. Because that's her go-to stock.
Q. Your mother has never told you what she was doing investing the money?
A. No. And, quite frankly, I don't really care, because I trust her.
Q. But it's your money?
A. Correct.
Q. It's not your mother's money?
A. Correct.
Q. Okay.
A. Because it was gifted to me.
Q. Did you ever think you should give some of that money back to your grandmother, the money from the sale of Elrod, the $99,000 you received in February of 2017? Did you ever believe that you should give some of that money back to your grandmother?
A. Did I ever believe. Well, I did try -- I've contacted Family Services, to Kelley, and I did try to offer the whole thing, the hundred -- the -- or what I walked away --
Q. The $99,000?
A. Yeah, I did. I did make attempts to give that lump sum to them to show my appreciation for the gift, and they did not -- that was not enough. They

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did not want it.
Q. Why did --
A. They wanted whatever -- they wanted more than whatever their total balance was that they said was on my grandmother's loan.
Q. So why didn't you just give them the 99 and say this is what I have?
A. Because I chose not to. If that wasn't good enough for them -- I mean, I tried to give them the deed prior to selling. That wasn't good enough for them.
Q. Why did you try to give them the deed prior to selling?
A. Because I thought that that could -- I was trying to help my grandmother.
Q. Would it have helped your grandmother to give her $99,000?
A. Possibly. But if -- you know, there's -- that's a whole-nother story for a whole-nother day.
Q. That is the story for today. That is what we are talking about.
A. Well, no. Okay, so my reason for it is I chose -- at the end of the day, my story was that I chose not to.
Q. Okay.

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A. That's the story.
Q. Why, though? I'm asking you why.
A. Why?
Q. Why did you choose not to?
A. I chose not to.
Q. Can you please give me a reason why you chose not to?
A. I don't like how -- okay, here's the real reason.
Q. Okay.
A. I don't like how Family Services is managing my grandmother. And I feel like if I gave them the 97,000 --
Q. Ninety-nine.
A. Or whatever it was. Okay, y'all have that. Whatever it is, that bottom-line dollar amount, that they would totally mismanage that and blow it on legal fees or totally -- it wouldn't go towards my grandmother.
Q. Okay.
A. It wouldn't go truly towards taking care of my grandmother. It would go to pay you and her and whoever else they're suing.
Q. So that is why you chose not to give the $99,000 to Family Services?

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A. Yes.
Q. Why did you choose to offer the $99,000 to Family Services in the first place?
A. Because I wanted -- there's a part of me that I really did want to help my grandmother. And that's -- my heart wants to help my grandmother. But then that's -- after -- you know, when you get stuck with this, suing me.
Q. When did you make the offer?
A. As soon as I sold the home.
Q. Okay.
A. Yeah.
Q. This occurred -- this lawsuit occurred after the offer; correct?
A. Okay. Well, yes. Okay, but I'm saying, there's more -- there's a lot more -- I don't like how my grandmother is being managed. Okay? My grandmother is just in a really bad -- really bad way.
Q. Okay.
A. And so for lots of personal reasons I have chosen not to.
Q. For clarification, you offered it?
A. I did offer.
Q. They said, I want $131,000?
A. I don't recall exactly the amount that

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they wanted.
Q. But they wanted many thousands of dollars more; correct?
A. Yes.
Q. And you said, well, if you won't take this, I'm giving you nothing?
A. That's correct.
Q. Okay.
A. Uh-huh.
Q. Why would you give them nothing if it would help your grandmother?
A. Because I -- I have already answered this.
Q. Okay. What's the answer?
A. I just told you. I changed my mind.
Q. Okay. If I told you you had a phone call -- let's go to Exhibit 8, which is -- he's got it right there. If you would look over that. It's two pages. One is a business record of Family Services. The other is a phone call business record of Family Services. If I told you you had a phone call with Family Services on 4/17/2017 where you offered them, as you say, $99,000, does that sound correct? Is that what you were just talking about?
A. This is probably it because it's from -- it's after the sale of the home, so yes.

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Q. If you look to the next page?
A. Uh-huh.
Q. Where it has the calling number listed, 843-729-3752?
A. Yes.
Q. Is that your number?
A. Yes.
Q. It says the duration of the phone conversation lasted 38.5 minutes. Is that correct?
A. Uh-huh.
Q. Okay. Why did you offer to deed Elrod back to your grandmother or Family Services?
A. Why did I offer the deed?
Q. Yes.
A. Because I had outgrown the home and it was not -- okay, so I bought the home right before the market crashed in 2008.
Q. In July of 2008?
A. Yeah. And so I was upside down market-wise, so I thought the best thing to do would be to turn it into a rental.
Q. When did you do that?
A. No, no, no. Let me answer your question. So I offered the home. I didn't want it to be a rental, but I thought it would be best if Family

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Services could deed it back -- I deed it back to them. They could then have it as a rental property. Not they manage it, but have a rental property management, have it as a rental property for my grandmother, as an asset to her, and use it as income for my grandmother. They said no to that, too.
Q. When did you first start renting the property, Elrod?
A. I would have to look back at my records. I can't recall off the top of my head.
Q. When did you move out of Elrod?
A. I can't recall the exact time frame.
Q. Ballpark?
A. Well, it would have to be -- I'm not going to tell you because I can't remember.
Q. I'm not holding you to it but we're talking about ten years.
A. I know. I can't remember what I ate for dinner two days ago.
Q. Was it closer to 2008 or closer to 2018?
A. It was closer to 2018 mark. But I mean, it was some -- I don't know. I'm not going to answer that because I can't.
Q. I need you to answer my questions, please.
A. Okay. Well, then --

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Q. I'm only asking you to answer them to the best of your knowledge.
A. It would have to be somewhere between twenty -- I sold it in 2017 so somewhere around '14, '15, probably. Around the ballpark of that.
Q. That's all I'm asking.
A. Okay.
Q. So you rented it roughly 2015-2016, around there?
A. Somewhere in there.
Q. Okay.
A. Okay. I feel comfortable saying that. I just don't want you to hold me to something I can't like --
Q. I'm only asking you to say --
A. Okay.
Q. -- what you can remember.
A. Okay.
Q. All right. In your mind is there a difference between deeding the property back to Family Services or giving them money from the sale of the property if both were to benefit your grandmother?
A. Yes.
Q. What's the difference?
A. Deeding it, had I deeded it, it would have

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been a continuous, through the years, potential real estate. They could have continually through the years rented it and it could have been a constant source of income for her through the years. Selling it is a one-time run out of money you're done.
Q. Let's talk about that.
A. Okay.
Q. How much did you rent it for when you rented it, a month?
A. It was 800 a month.
Q. How much did you pay on average on the monthly payment on the HELOC?
A. On average, I would have to average it up.
Q. If you were going to guess?
A. I don't want to guess.
Q. I'm asking you --
MR. BERLINSKY: Object to the form of the question. You've got the printout as to what she paid, so that says what she paid.
MR. KEYS: Okay.
BY MR. KEYS:
Q. Did you make money renting the home?
A. No, I did not, actually.
Q. Then, do you believe your grandmother would have made money renting the home?

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A. Potentially. She could have asked for higher rent.
Q. Let's go to Exhibit 10. Can you tell me what this is?
A. I have no idea what this is.
Q. Can you tell me what --
A. Oh, this might...
Q. There's two pages, too, if that helps you?
A. No, really, I have no idea what this is.
Q. What does it say on it?
A. Apple. Fidelity. So it's an investment, okay.
Q. What does it say specifically? Please just read it.
A. Fidelity Investments.
Q. Then it says?
A. Apple. We have acted as agent.
Q. Does it say that on 11/2/17, it says you bought. You is not defined here?
A. Uh-huh.
Q. Apple, Inc., four hundred shares for $67,000.91?
A. Okay.
Q. Is that what this says?
A. Yes.

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Q. Okay. And it's Fidelity Investments?
A. Okay. All right, so this is the -- all right, so this is the investment thing.
Q. Do you have a copy of this?
A. It might be somewhere in my records.
Q. Have you ever seen this before?
A. I'm trying to remember if I have or not. You know, it's been so long, I don't remember if I have or not.
Q. When you say this is the investment thing, what do you mean by that?
A. This might be the -- I'm not -- you know what? I don't feel comfortable. I don't recall. I don't even -- I'm not comfortable answering this question.
Q. Let's flip to the next page.
A. Because I don't want to say the wrong thing.
Q. This page says it's dated February 1st, 2019, through February 28th, 2019. It says --
A. Yeah. So it is what I thought it was.
Q. Well, what do you think it is?
A. It's the stock. It's the investment.
Q. Please be specific. What do you mean by that?

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A. It's the investment for when I said I had kept some and I gave some to my mother to invest.
Q. So you said you gave your mother $85,000?
A. Yes.
Q. And you are saying that $67,000 of that she spent on Apple stock on 11/2/17?
A. Well, she might have put some else -- I don't -- I don't pay -- like I said, I don't get into the details and I don't pay attention to all the details.
Q. When did she --
A. I mean, I don't -- I don't do finances. I let her handle it. I really don't.
Q. So you never talked to her about -- I mean, buying $67,000 worth of stock, that's a serious decision. You never spoke with your mother about this?
A. No, I don't. I let her do because she -- I totally believe and trust that she's going to do well with whatever magic she works in the stock market.
Q. She told you she would buy stock to invest?
A. Or invest, or whatever she -- see, I don't even know the right terminology. Okay? I don't do

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this. This is her arena. It's not my subject matter. I'm not the subject matter expert.
Q. When did you give her the money to do this?
A. I don't know.
Q. This is dated 11/2/17.
A. But I could have given it to her before. You're asking me for dates that I can't remember.
Q. Was it near this time period or did you give her the money -- because February is what, seven months before?
A. I don't remember. I really don't. I know you want answers from me, but I don't remember. And I don't get into the weeds of investing with --
Q. But you agree that the money you received from the sell of Elrod?
A. Uh-huh.
Q. You gave to your mother, you said $85,000?
A. I'm pretty sure that's what -- I'm pretty sure that's what I wrote.
Q. On the check?
A. Yes.
Q. Which you will give me?
A. Yes.
Q. Of that money, you were saying $67,000 of

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that is this Apple stock that she purchased?
A. Yes.
Q. Yes. Okay.
A. Yes. I can agree to that.
Q. In your opinion, that is your stock that she is holding for your benefit?
A. Uh-huh. Yes, yes, yes.
Q. All right. I would like you to look at Exhibit 2.
A. Okay, what am I looking at?
Q. You tell me what that is.
A. I don't know. It's a -- I don't know.
Q. Is that your signature?
A. Yes.
Q. What is the date on it?
A. 10/31/17.
Q. Is that two days before 11/2/17?
A. Yes.
Q. Did the Apple stock get purchased on 11/2/17?
A. Yes.
Q. This is the signature you signed to accept service of the summons and complaint in this lawsuit?
A. Okay.
Q. So your mother purchased $67,000 worth of

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stock using the money in dispute in this lawsuit two days after you were served with it; correct?
A. Uh-huh. Okay. Then, yeah.
Q. How much do you believe the principal balance -- if you want to look at your payment history, this could help you.
A. Where am I going?
Q. The payment history is 6. How much do you believe the principal balance on the HELOC was when you last made a payment in April of 2017 on the HELOC?
A. Wait, say that to me again.
Q. The HELOC has a principal balance from the money originally lent to purchase Elrod; correct?
A. Uh-huh.
Q. You last made a payment in April of 2017 on the HELOC. You made it to Family Services; correct? How much was the principal balance on the HELOC when you last made a payment in April of 2017?
A. Am I looking at the right tab?
Q. 6. Flip. It's a couple pages in, I think. There you go.
A. Well, this is my --
Q. Right.
A. -- records.
Q. Sure.

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A. So, again, I don't know that -- I'm not the expert in this.
Q. I understand.
A. So let's not use my -- I mean --
Q. They're your records. What do you think it was?
A. So, but -- okay. I don't like your question.
Q. What do your records say the balance was? Because you said you created that?
A. Yeah.
Q. In April of 2017?
A. But I'd rather go by the bank records to absolutely know that --
Q. We will do that in just a second.
A. Okay. All right, so April of '17?
Q. Yes.
A. 131,813.42. Actually, I retract what I said. Let me retract what I said. Let me just clarify what I just said. The bank is -- actually, I prefer my records, and I'm going to say why.
Q. Okay.
A. Because you don't know the history of all this so let me get -- let me get this clear. I'm getting tired, so maybe I do need a break.

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The bank records are, I don't believe, accurate, because when Kelley would give whatever updates to me, I would occasionally ask out of curiosity, she would -- the balances would be -- you know what? I don't even know where I'm going with this. I think I need a minute.

Q. Take your time. Tell me what you're trying to say. You want to take a break for a second?

A. Yeah, I don't know. Because when I made this -- yeah, I just think I need to stop for a minute.

Q. Okay. You want to go to the bathroom? Can I offer you anything to drink?

A. No. Okay, no, let's just keep going.

Q. Okay.

A. Ask me the question again.

Q. What do you believe the principal balance on the HELOC was?

A. In what day?

Q. In April of 2017.

A. 131,813.42.

Q. Okay. That's according to your records?

A. Uh-huh.

Q. Okay. I just handed Bruce what we'll mark as P11, which is a Wells Fargo account history for the

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history of the loan through September of 2017.

(Plaintiff's Exhibit 11 was marked for identification.)

THE WITNESS: Okay, my issue with this -- I have an issue with this. Because this is where -- this is -- okay. My issue with this is -- well, I'll let you ask me the questions and then I'll tell you, how about that?

BY MR. KEYS:

Q. What is the bank's -- Plaintiff's Exhibit 11 is the Wells Fargo payment history for the HELOC. What does it say the principal balance of the loan is in April 2017?

A. April of 2017 was 131,237.90.

Q. Okay. What is your issue?

A. I have issues, but go ahead.

Q. I'm asking you, what is your issue?

A. I don't have issues for that particular month, but go ahead, keep going.

Q. Well, no. What's your issue? Please get into it.

A. When I see it, I'll tell you. Keep going.

Q. Go ahead and tell me.

A. No. Let's go.

Q. Is your issue $15,000 that your aunt took

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out on the loan? What is your issue?

A. That is -- well, first off, it's my grandmother's loan.

Q. I didn't say whose it was.

A. I'm just reiterating that because I want to keep clarifying that issue. That was one of the -- well, I don't know exactly -- I can't remember exactly the amount, but that was one of the things, yes.

Q. Okay. What's the other thing?

A. But there was another thing. The fact that -- you know what? It doesn't even matter. Let's just go. Ask the next thing.

Q. Do you believe your aunt repaid the amount she took out on the HELOC?

A. Do I believe? No.

Q. No, okay. Have you been provided with Plaintiff's Exhibit 11 in response to the discovery in this case?

A. No. I don't think so.

Q. You have.

A. Okay. I mean, what am I looking at?

Q. If you look at April 25th, 2014, what does it say occurred on that date in Plaintiff's Exhibit 11?

A. What day?

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Q. April 25th, 2014.

A. That she took out -- the advance -- I don't know who took it out but there was an advance.

Q. Sure. If you look at 3/21/2017.

A. Uh-huh.

Q. So March 21st, 2017.

A. Okay.

Q. Actually, look at March 27th, 2017. What does it say occurred on that day?

A. A payment of 13,907.20.

Q. That is prior to April 2017; correct?

A. Yes.

Q. If you look at this, which we are going to mark as Plaintiff's Exhibit 12. I'll give you the one that didn't just stab myself with a staple.

(Plaintiff's Exhibit 12 was marked for identification.)

THE WITNESS: But this -- you know, what about -- these are only transactions from 2011.

BY MR. KEYS:

Q. If you look older, they're in single statements behind it.

A. Okay. Yeah, but the detail breakout is not.

Q. They show every payment through a monthly

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statement. You're welcome to take that and look at it.
A. Well, because -- okay.
Q. No, ask me. What are you getting at?
A. Because there was only the one advancement that we -- I don't know who exactly -- I can't say for sure who did that, but there's --
Q. Are we talking about the $15,000? What are we talking about?
A. Yeah.
Q. Do you want to look at the last statement in Plaintiff's Exhibit 11, tell me what that says?
A. Which one?
Q. It says Inman 118, the very last page.
A. Oh, okay.
Q. What's the date on it?
A. On the very last page? 8/12/08.
Q. Does it say cash advances on it?
A. Yes.
Q. What's it say the cash advance was?
A. 138,085.87.
Q. What does it say the total amount due was or due is for that month?
A. It's 635.10.
Q. What does it say the principal balance is

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as of 8/12/08?
A. Where am I looking?
Q. At the bottom on the payment coupon.
A. Oh. 635.10.
Q. That's the minimum payment. Above that it says balance, 8/12/08. What number is that?
A. Oh, 138,720.97.
Q. So Plaintiff's Exhibit 12 that I just provided you is work product of Family Services keeping records of payments that you and Patricia Smith, your aunt, made to Family Services.
A. Okay.
Q. When does it say that she last made a payment?
A. March of 2017.
Q. How much?
A. For thirteen five -- oh, wait. Yeah, 13,518.00.
Q. Does it show that she made payments every month like you did prior to that?
A. Yes. But I think there was another issue with her, so I don't think this is accurate.
Q. Tell me what you think it was.
A. I think there was another advancement somewhere along the lines and I don't know where.

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Q. Okay.
A. And, also, this bottom line, this, I think that -- you know, I don't know.
Q. Okay.
A. I don't think this is right. That's what I think.
Q. Okay.
A. I don't think that's accurate.
Q. Let's go to what we're going to mark as Plaintiff's Exhibit 13.
(Plaintiff's Exhibit 13 was marked for identification.)
BY MR. KEYS:
Q. Can you tell me what that is?
A. Prime Equity Line Statement.
Q. For what?
A. For my grandmother's loan.
Q. What's the date of the statement?
A. 2/13/19.
Q. What is the principal balance of the loan listed on the statement?
A. 131,237.80.
Q. What was the principal balance of the loan in April of 2017, as we have just discussed?
A. I don't remember what I just said.

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Q. Well, you can look at the documents.
A. Sorry. Where was it?
Q. That's the payment history. You got your payment history.
A. In April of?
Q. 2017.
A. 131,237.90.
Q. So the principal balance as listed on the current statement for February of 2019 for the loan is within ten cents --
A. Yeah.
Q. -- of the principal balance when you last made a payment on the loan?
A. Yeah.
Q. Correct?
A. That I gifted money to my grandmother to help her out, yes.
Q. Let's go to Plaintiff's Exhibit 4. I'm sorry, go to Plaintiff's Exhibit 5. Can you tell me what this says it is?
A. Motion to Compel.
Q. What does it say specifically?
A. Order Granting Plaintiff's Motion to Compel.
Q. When is it dated?

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A. June 19, 2018.
Q. Okay. Let's look at "It is ordered that within fifteen (15) days from the date of this Order, Defendant shall provide Plaintiff with the following." What does it say on number 1?
A. "Defendant will provide supplemental responses to requests for admissions numbers 1, 2 and 5."
Q. Have you seen this before?
A. I think -- I think so, yes.
Q. You have not provided those to me. Will you provide those supplemental responses as ordered?
A. Yes. Yes. I thought we had, sorry.
Q. Okay. Let's go to number 2. It says: "Defendant will provide supplemental responses to interrogatory numbers 8, 10, 12, 13 and 14, which shall include the following." And then if we go to 8, please read A for me.
A. So 8A?
Q. Yeah. Well, just A on number 2.
A. Okay. With regard to -- okay, so I'm looking at 8?
Q. Yes.
A. Okay, Defendant shall state the manner...
Q. You have not provided a response to this.

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It's asking, how did you receive the money to purchase Elrod? Let me ask, do you have the closing documents from when you purchased Elrod?
A. I'll have to look.
Q. Okay. If you do, can you provide me the copy of the HUD-1 statement from that?
A. Okay. Yeah, if I have it.
Q. Yes.
A. I'll have to look, though.
Q. Okay. B we have dealt with. C, so you believe that you have given me all the information about all of the mortgage interest you deducted on your taxes from payments you made upon the HELOC; correct?
A. Yes. I mean, as far as I believe, yeah. Because I only -- my grandmother claimed some years and Family Services only gave me a couple years.
Q. Let take a break for a second. I'm going to talk to Kelley, and then we'll come back in and I think wrap this thing up.
A. Okay.
(A recess transpired.)
BY MR. KEYS:
Q. Back on the record.
A. Uh-huh.

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Q. Can you tell me what communications you've had with your aunt, Patricia Smith, regarding this loan?
A. I do not talk to her.
Q. When did you last speak with her?
A. It's been several years.
Q. Have you ever communicated with her since 2008 regarding this loan?
A. I don't remember what we've discussed or if I discussed my grandmother's stuff. You'd have to -- anything between -- wait, repeat the question to me.
Q. Any communications you've had with Patricia Smith.
A. Between me and her?
Q. Yes.
A. Okay.
Q. Regarding this loan, your grandma's HELOC.
A. I don't really remember. If I did, it's been a very long time ago. I mean, many, many moons ago. Years. I haven't seen her. I haven't spoken to her.
Q. What effect has this HELOC, if any, caused on relations amongst your family?
A. Ha, ha. Hmm. That's a big question.

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Q. Tell me in your words.
A. Can you ask it in a different way? Repeat the question, I guess.
Q. In your opinion, this loan has had an impact on family relations how?
A. Well, again, it wasn't my loan. Have we clarified that? Are we crystal clear? This was not my loan. It was a gift from my grandmother. Are we clear, clear, clear?
Q. All we are talking about is that we understand we're talking about this --
A. You keep saying loan, though. It was not my loan.
Q. I'm just saying --
A. I want you to understand that. Okay.
Q. We're talking about the same financial document.
A. Yeah, okay.
Q. That's all I'm saying.
A. But it wasn't my financial document, okay.
Q. Your grandmother's HELOC?
A. Okay. What effect has it had on my family?
Q. Yes.
A. Is that what you're asking?

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Q. Yes.
A. Well, I can only speak for myself.
Q. Sure.
A. I can't tell you the emotions of everybody else. I'm only going to speak for myself. Me personally, it was, you know, fine. Because you're talking about my grandmother gave me a gift, a great gift. I loved my grandfather. Still do. He's passed away. My grandmother, I love her dearly. She would never be suing me. Family Services is suing me. She gave me a great gift. There were no stipulations. So I don't like the fact that Family Services is pursuing a lawsuit against me. That part I guess is the part that anybody normal wouldn't like, you know.
Q. Well, in your opinion, has issues with this loan caused strife amongst family members such as between your mother and Patricia Smith?
A. You would have to ask them. I can't speak for them.
Q. Has it caused strife between you and Patricia Smith?
A. I don't speak to her. But I would --
Q. Does this loan --
A. But this has nothing -- this loan, let me clarify. Let me clarify. And let me clarify what I

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just said, that just came out of my mouth. My grandmother's loan, when I said this loan, my grandmother's loan, okay, be clear on that, too. We had -- my aunt and I had issues before my grandmother gifted me any money to buy 316 Elrod.
Q. Okay.
A. Okay. Did I make that crystal clear?
Q. Okay.
A. Okay.
Q. Did this make it worse?
A. No. No, not really. Feelings were mutual way long before this.
Q. So let me ask you again. Do you remember or know what the terms of your grandmother's HELOC loan are?
A. Say that again.
Q. Do you know what any of the terms of your grandmother's HELOC loan are?
MR. BERLINSKY: Answer yes or no so the court reporter can get it down.
THE WITNESS: I'm sorry, I know I wasn't supposed to nod. No.
BY MR. KEYS:
Q. Do you know if it's a fixed rate or if it's an interest only?

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A. Okay. It was a -- so I guess I do. Let me clarify. Because I have seen the bank statements, I do know that it is a -- let me -- floating, whatever it is. It's not fixed.
Q. Okay.
A. Okay? So, yes, I guess in a sense I do. But as far as all the terms and stuff, no, I don't, because I was not there when the thing was done.
Q. Okay.
A. So that's why I answered the first way, okay.
Q. You looked at the first statement from 8/12/2008. It said the principal balance was 138,000; correct?
A. Uh-huh. Yes.
Q. You looked at the statement from February of 2019. It says the principal balance is roughly 131,000; correct?
A. Show me. Correct.
Q. So how much has the principal balance on the loan decreased since you purchased Elrod?
A. You like asking me math questions and I am terrible with math.
Q. I am, too.
A. Okay. Can you --

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Q. What is 138 minus 131?
A. 137. Oh, wait. 138 minus 131, yeah, 137.
Q. Seven?
A. Yeah.
Q. So the principal balance on the loan since you purchased Elrod has decreased by roughly $7,000. Is that correct?
A. Say that to me again.
Q. I'm asking how much has the principal balance on the loan decreased since you purchased Elrod, when it was $138,000 roughly, until that current statement, February of 2019, when it says it's $131,000?
A. Well, according to this, only by 7,000.
Q. Okay.
A. But I don't believe that's correct.
Q. But do you believe that's the amount owed on the loan in February of 2019?
A. Where's my records? I'm going to go off of them.
Q. Let me rephrase. Do you believe this is the amount the bank claims is owed in February? Plaintiff's Exhibit 13, does it state the amount the bank claims is owed in February 2019?
A. Am I only acknowledging what's on the

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paper?
Q. Yes.
A. Okay. Then, yes. Am I acknowledging that the bank -- what says the bank. I don't think what the bank has there on the paper -- it may be -- I don't believe -- okay, then their calculations. But I don't. That is what my grandmother owes.
Q. I'm just asking.
A. Okay.
Q. So the bank says that $131,000 is owed on your grandmother's HELOC?
A. I guess so.
Q. You don't believe that amount is correct, though?
A. No, because what I gifted towards it, the payments should have been lower.
Q. But you realize that you were paying a loan that had interest. It was not a fixed rate loan like you said. It was a floating loan?
A. Yes. But I paid a lot towards this, my grandmother's loan.
Q. Okay. How much did you pay?
A. Whatever I put in the --
Q. Your sheet?
A. Yeah. Whatever I put in the sheet. But I

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don't believe that's -- that's --
Q. Okay.
A. -- that's right. But it's all -- I don't think that's right. And, yeah, let's just -- I don't think that's right.
Q. Do you have anything you want to clarify?
A. Other than I've just -- all those payments that I made, the balances that I didn't -- that I don't think are right. I've never thought what Kelley -- the Family Services, we've gone around and around on figures because I have always -- like, I've made payments. We can all account to that. But everything I've paid, I've wanted to help out my grandmother. And I don't think -- I did that because of the gift that she gave me. I wanted to help her. And at the end of the day, I've never -- I've never understood the accounting for my grandmother's loan, never. Like, at all. Especially when my aunt got involved in the mix.
So I don't think those figures are right. I think that everything that I ever paid to help out my grandmother, I think that the balance should be lower. That's what -- and everything I did -- my grandmother, at the very end of the day, everything I said, okay, all those payments that I did, I did to

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help my grandmother. And she gave me a gift and I was only trying to show my appreciation back to her. And the money that she gave me, the money that I walked away with, there was no strings attached. There was no agreement, nothing at all. That's what I have to say.
Q. You don't believe that Family Services is looking out for the benefit of your grandmother; correct?
A. No, I don't.
Q. Why did you make monthly payments on the HELOC to Family Services for two years?
A. Because I guess I didn't know Family Services when I first started. Like I -- that's -- I mean, they didn't always have my grandmother. My grandmother was not always with them. In 2008 they weren't with my grandmother, okay? So that's, actually, for a good while before they weren't with my grandmother.
Q. So when Family Services came into the picture and they said you owe me a monthly payment on your grandmother's HELOC, why did you oblige and start paying and pay for two years?
A. Well, I did it -- I only helped my grandmother, not out of orders from them. I could

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have not acknowledged their invoice. Or whatever they put on top of their paper that they want to call it, okay? I only did it because I wanted to help my grandmother.
Q. Okay.
A. But nothing -- there was no obligation. I was not obligated under anything. Nothing. I only wanted to help.
Q. Why have you not continued to help your grandmother since April 2017 by making a monthly payment as you did for nearly a decade in the past?
A. Because of everything. Because of all of this.
Q. What is "all of this"?
A. This would not be helping my grandmother.
Q. By "this" you mean?
A. I'm not sure -- like, how would -- okay. May I ask you a question? Let me -- this will help answer your question, I think. If I were to help my grandmother by continuing to pay, that money, I don't believe, would go -- I just don't think that that's going to help that situation right there. That's what I think. Because even if that gets -- I just think that it's just not going to help the situation. Because there's a lot more to -- I just don't think

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it's going to help.
Q. I don't think I have anything else.
MR. KEYS: Bruce?
MR. BERLINSKY: Nothing.
MR. KEYS: You're free.
(The deposition was concluded at 10:24 a.m.)

CERTIFICATE OF REPORTER

I, Margaret F. Barnett, Professional Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record of the testimony of the witness and of all objections made at the time of the examination.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 22nd day of April, 2019 at Charleston, Charleston County, South Carolina.

Margaret F. Barnett
Notary Public
My Commission expires
February 22, 2020

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STATE OF SOUTH CAROLINA	COMMON PLEAS COURT
FAMILY SERVICES, INC.,	CASE NO. 2017-CP-10-5426
Plaintiff,	Transcript of Record
vs.	Date: Nov. 13, 2019
BRIDGET INMAN,	
Defendant.	

* *

B E F O R E:

The Honorable Jennifer McCoy

* *

Krista Nicole Carney, Stenographic Court Reporter, transcribed by a Stenographic Court Reporter

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(These proceedings were had November 13, 2019, Charleston County Common Pleas Court.)

THE COURT: Okay. Are you-all here for Family Services, Inc., versus Bridgett Inman?

MR. O'CONNELL: Yes, Your Honor.

THE COURT: All right. It's good to see everybody. How are you?

MR. O'CONNELL: I'm fine. I'm Michael O'Connell. I represent the defendant.

MR. KEYS: David Conor Keys for the plaintiff, Your Honor.

THE COURT: Okay. I did receive a consent order on one of these motions.

MR. O'CONNELL: That is a motion to amend the complaint to add a third party.

THE COURT: I received that. It's indeed a consent order I can sign?

MR. O'CONNELL: That's correct.

THE COURT: All right. That will take care of that one. Now we have two pending motions, one for sanctions, and one for partial summary judgment; is that correct?

MR. KEYS: Yes, Your Honor.

THE COURT: That's your motion?

MR. KEYS: Yes, Your Honor.

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THE COURT: Happy to hear those.

MR. KEYS: Thank you. Sanctions is first up, Your Honor.

A little background on the case. Plaintiff is a probate client -- court appointed conservator for Muriel Clarkin, who was declared incapacitated in the end of 2014. They brought this -- the plaintiff brought this action in October of 2017.

At present, it is on the jury trial roster for next week. Now, I would note that all three of these motions were actually filed last April. However, unfortunately due to continuous delays of previous counsel of defendant, Mr. Berlinsky, we are here before you now seven months later.

So plaintiff brought this matter to seek damages for failure to repay a loan that she had noted that she gave to her granddaughter, the defendant.

In 2008, Ms. Clarkin withdrew from the $138,000 from an interest-only heloc, which was secured by real property owned by Ms. Clarkin. And the money was then provided to the defendant, who purchased a property, cash money, on Elrod Street.

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Thereafter, immediately when the first payment was due upon the heloc, the defendant made all the required payments on the heloc for roughly 10 years, 104 payments, roughly $70,000, the majority of which was interest.

The last two years of those payments she received invoices from the plaintiff, as conservator for Ms. Clarkin, saying you owe this obligation, please make the monthly payment. She continued to make those payments.

During that two-year period of time, she repeatedly offered to --

MR. O'CONNELL: Judge, I'm going to object. I think he's going into several negotiations. And they're contained in Exhibits E to his motion -- E, G, H, and an affidavit that was filed, I'm assuming, in support of this on August 13th. They are settlement negotiations between my client and --

THE COURT: Well, first of off, he's not offering testimony. He's just delivering an argument to the Court. You're objecting on the grounds that it's confidential information?

MR. O'CONNELL: No. That you can't consider settlement negotiations between parties.

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MR. KEYS: Your Honor, these statements were all years prior to the initiation of this action.

MR. O'CONNELL: It doesn't matter. The rule doesn't say anything that the policy has to be in progress or have been initiated, and thereafter settlement negotiations begin.

THE COURT: This isn't evidence. This is an argument he's making. I mean, I understand what you're telling me, but I disagree with you, respectfully.

MR. O'CONNELL: He's using it in support of his motion for summary judgement as evidence that he should prevail in --

THE COURT: He's making an argument to me right now. So far no evidence has been submitted to me right now. I'm just listening to somebody making an argument on a motion right now. Okay?

MR. O'CONNELL: I understand. I think we understand one another.

THE COURT: Okay. Sounds good.

Thank you. Let's let him finish.

MR. KEYS: So during that two-year period of time she continually offered to deed the

property back to plaintiff. They declined because the property was under water. It was worth significantly less.

Eventually, she sold the property in February of 2017. Sold it for $100,000, received over $99,000 from the proceeds of the sale.

She offered to provide the entirety of those proceeds of sale to plaintiff. Plaintiff again declined because she -- because the heloc had $131,000 obligation at that time.

In both instances, with the deeded property and the offer of the money, she was seeking a discharge of the debt in exchange for the amount of money for the deed.

On page 32, line 20 of her deposition through page 33 line 7 of her deposition, which has been filed with this Court, she stated that after offering the $99,000, plus the proceeds of sale in April of 2017, that she decided that if they weren't going to accept that, then she wouldn't give Family Services anything. Thereafter, she never paid a payment on the heloc again, despite numerous requests.

And that brings us to the motion for sanctions. We would before you, Your Honor, on

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June 19th, 2018 on a motion to compel. At this point in time, Mr. Berklinsy, previous counsel for defendant, was representing defendant. And you ordered him to supplement responses to request for admissions, to provide proof of the years she declared the mortgage interest paid on her grandmother's heloc on her taxes, to provide proof of all payment she made on the heloc, and proof of where the proceeds of the sale went, including bank statements.

On July 19th, months later, I sent Mr. Berlinsky a certified letter, with a notice of deposition attached to it with a cover letter. I also requested that he provide the outstanding discovery that had been ordered on June 19th.

That came back return to sender. However, on July 24th, a couple of days later, Mr. Berlinsky provided me the first part of the ordered discovery, which was the proof of mortgage interest.

Thereafter, I sent numerous e-mails over a period of months saying, I need this outstanding discovery, can we please get depositions scheduled, as well as mediation.

Finally on February 6th Mr. Berlinsky

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responded -- this is 2019 -- with an e-mail stating he thought the documents had been sent.

On March 3rd Mr. Berlinsky sent me an e-mail stating that $76,000 of that $99,000 from the proceeds of the sale were used to purchase Apple stock. He gave me a stock statement. However, the account number and the account holder's names were redacted. I asked him to provide me with an unredacting copy. I received that on April 5th.

This is the first time -- this is a year and a half after you had ordered this discovery be provided, that we find out that the stock is titled in the name in the defendant's mother, who is the third party being added on the motion to amend.

Further, on April 5th I called Mr. Berlinsky and said, if you will provide me the proof of all payments made on the heloc, that would probably really shorten our deposition, which is scheduled to be held on April 8th.

He immediately provided them in e-mail. It was an account created by the defendant two years prior. And, apparently, it had been in his possession, but he had yet to provide it a year and

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a half after ordered to do so.

April 8th we had her deposition wherein she stated that she provided a check to her mother for $85,000, a majority of the proceeds from the sale. I asked if provided a copy of it. And she said, yeah, I believe I have. And I said, I have not received a copy of that, can you get me a copy? She said sure. She also said she provided a copy of the HUD 1 statements from the original purchase of the Elrod property.

At this point in time, I would direct you to the transcript from the hearing, which I filed, as well, with the Court. Page nine, beginning on line 13, it says, the only other thing is discovering where the money is right now. I need to know the location of the money. Because if I have to make motions to protect it in the future, I need to know its whereabouts.

That's exactly what I had to do with the motion to add a third party. Because eventually we have learned, years later, that the money was in her mother's possession.

And Mr. Berlinsky originally states, well, at this point it's her money, they have to prove they're entitled to it. And Your Honor said,

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do you have a problem with this? He said, I'll certainly let them know where the money is.

Ms. Inman has just filed an affidavit. It states that shortly after meeting with Mr. Berlinsky in 2017, before I ever sent discovery, she provided him a copy of the check for $85,000. This is very important to this case.

It's a majority of the money that's in dispute. I asked for it in discovery in January of '18. Your Honor ordered that it be provided in June of '18. He never provided a copy of that check to me, even after I filed this motion for sanctions in April.

Mr. O'Connell has now provided it to me. And he noted that it was actually in Mr. Berlinsky's file when he received the file. And, again, Ms. Inman's affidavit states she provided it to him in 2017. I would say --

THE COURT: I mean, I understand -- it would be one thing if Mr. Berlinsky was in here today representing the defendant, but he's not.

You're not asserting that the defendant, herself, has withheld information that she's --

MR. KEYS: I would assert to the Court

there's just been a continued history of failure to comply with the discovery work, to delay in taking depositions, mediation, has continued these hearings. This is now the third time they've been set with Mr. Berlinsky's continued continuances.

THE COURT: Is he on the case any more? Are you taking his place?

MR. O'CONNELL: I'm now representing the defendant in this case. I inherited this case. He was let go and I was retained.

MR. KEYS: And, Your Honor, I would say that this has truly caused a delay in plaintiff's ability to prosecute this case. It has been very prejudicial to them. And the rules do provide that this Court may sanction a defendant or their attorney.

THE COURT: Right. But here's the problem, you just stated yourself that you believe the defendant did her due diligence and turned this $85,000 copy of a check over two years ago, as she was instructed to. So I don't know that I can punish her if she's done what she was supposed to do. And if I were to punish Mr. Berlinsky that would be a little bit silly at this point, as he's no longer an attorney on this case.

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So I'm not sure exactly what you're asking me to do.

MR. KEYS: At this point, I would --

THE COURT: I'm sympathetic for your situation. But, I mean, in terms of sanctions my hands are tied.

MR. KEYS: If I may approach.

THE COURT: Sure.

MR. KEYS: This is an affidavit. The rule provides that the Court could sanction when it felt to provide for attorney's fees. I would be honest, this has been very frustrating to me. But I was shocked when I looked at the time spent, at the hours that I honestly believe are attributable to him failing to comply with discovery and delay.

THE COURT: Okay. You're asking this and you're alleging that Mr. Berlinsky is the reason that these fees are drummed up? Don't you think that he has the right to be present at the hearing?

MR. KEYS: In which case, I would request a continuance.

THE COURT: Well, that would be proper if you want to notice him. If you're seeking fees from him, then certainly he needs to be present.

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Don't you agree?

I'm going to give this back to you.

MR. KEYS: Yes. May I move to continue this motion?

THE COURT: You can.

MR. KEYS: Thank you, Your Honor.

THE COURT: I'll grant a continuance on that motion. He needs to be here if you're going to seek fees against him.

Let's move on forward to the partial summary judgment motion.

MR. KEYS: Yes, Your Honor. So this is just as to liability, Your Honor. We are trying to narrow the scope of issues before the Court. As I stated from the moment payments became due on the heloc, she made 104 consecutive monthly payments. She's offered to deed the property back, the Elrod property that was purchased with the money.

She offered to provide the sale of the proceeds from the sale from that. The only defense they have asserted is that it was a gift. And they have cited one case. It's Baptist Foundation -- or Christian Education v. Baptist College of Charleston.

This case involves a donation to a

college. It was memorialized by a document entitled inactive donation. That document stated that New Orleans seminary did irrevocably give grant alienate and confirm funds to the college, its successors and signs forever.

One of the issues in that was they were determining whether the testimony of the original donator could basically create a constructive trust, such that it was proven it was not a gift. And they stated that in determining intent of which transfer of property is made, the testimony is the transfer cannot override the written statement of his intentions in terms of probative value.

In this case, we do not have a written document. Moreover, I would assert we do not have admissible evidence as to Mrs. Clarkin's intent.

They have provided two affidavits. The first is an affidavit of Ms. Cattle. And Ms. Cattle is a caregiver for Mr. Clarkin. They both currently reside together.

Mrs. Cattle works -- or Mrs. Kennedy, the mother of the defendant, is the guardian of Mr. Clarkin. So she employees Mrs. Cattle. Moreover, while she cares for Mr. Clarkin, Mrs. Cattle resides in a property owned by

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Mrs. Kennedy. And I would note her affidavit just states that in -- she believes around 2008 she heard a conversation between Mrs. Clarkin and her now deceased husband, wherein she asserts that Ms. Clarkin said that she wanted to give a gift of helping the defendant purchase a home.

Rule 56 provides that affidavits are admissible when they're admissible under the regular rules of evidence. That is clearly a hearsay statement. And I would move under 12(f) that affidavit be stricken.

We also have the affidavit of Ms. Inman. The affidavit of Ms. Inman makes statements about her grandmother saying that she was giving a gift. Again, that is testimony in the form of hearsay. It's inadmissible. Ms. Clarkin is not a party to this matter.

Moreover, she talks about giving gifts to her aunt of a house. There is actually a separate pending lawsuit that Family Services has brought before this Court against her aunt. And that house is part of the dispute. Ms. Clarkin, using her attorney that she had used for years, gave a half interest to that property with rights of survivorship. Ms. Clarkin maintained a half

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interest in that property.

Then just a couple of weeks before the probate court declared Ms. Clarkin incompetent, Ms. Smith, the other -- the aunt, caused another deed to be filed that was not drafted by Ms. Clarkin, which in deeding the other half of that property. We have a pending cause of action that says that that deed should be declared void.

I would assert under that under Rule 403 of evidence that whatever probative value of testimony in her affidavit, as to that, is substantially outweighed by the prejudice, given that we have a pending lawsuit over whether or not that deed is valid. But they have submitted no testimony as to the intent of Ms. Clarkin as to whether or not this was a gift.

By contract, I would note that generally speaking when you're talking about presumption of gifts -- and I would cite Jocoy v. Jocoy. It's 349 S.C. 441, 562 S.C.2d 674. It's a 2002 court of appeals case. I note that when you're talking about the purchase of land where it's titled in one person's name, however it's paid by somebody else, the general rule is that the person who paid is paying with the presumption of

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benefiting themselves.

However, when it involves wives or children, that presumption changes and it is a presumption of a gift. This case talks about more remote situations, when you're not dealing with a wife or a child, where you have these direct relationships and obligations to provide for and care for.

And it states -- in this case they're talking about a son-in-law, that that presumption does not arise. But that presumption is also just a presumption of fact. It's not a presumption of law. It can be rebutted by patrol evidence. And we would assert first that that presumption of a gift does not arise in this instance because it is a remote situation. It is not a wife. It is not a child.

THE COURT: Is it a grandchild?

MR. KEYS: Correct.

We would assert that we have an extreme amount of parole evidence and an agreement that's with the loan. We have 10 years of consecutive monthly payments on the heloc by the defendant. Ms. Clarkin never paid that heloc.

We have the offer to deed the property

multiple times back in exchange for satisfying the debt. We have the offer to provide all the proceeds of the sale of the property in exchange for satisfying the debt. We would assert that that parole evidence makes a strong argument that these parties are operating under the belief this was a loan. And then, when Family Services failed to accept the $99,000 in proceeds from sale, Ms. Inman, in her own testimony said, well, I'm not giving them anything. Six months later this action was brought. And now she asserts it was a gift. But we would assert that there is no evidence of that.

Finally, Your Honor, I would call you to the affidavit of Ms. Kelly Evans here, filed on August 13th, which notes that when she filed it in August that Ms. Clarkin had $28,000, roughly, to her name. She requires 24-hour assisted care. And she is running a $2,200 a month deficit on that.

So, at this point in time, that amount of money is closer to $20,000. And she's taking $2,200 a month. She is quickly running out of the money she needs to provide care. The plaintiff -- the conservator needs to provide care.

Unfortunately, this has a long history

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in the probate court in this action and the other action that I mentioned. There's some issues going on with some family members and things coming here and there and disappearing. And we would assert that we've asserted clear evidence that there is a history of an obligation that was made, that was paid, evidence of a debt owing and acknowledged. And they offered a deed and they offered to provide the entirety of the proceeds of the sale of the house.

I think we've met our burden. But that affidavit just in part seeks the urgency of plan in trying to bring a conclusion to this so we can get her the funds she needs to pay for her care.

THE COURT: Okay.

MR. KEYS: Thank you, Your Honor.

THE COURT: All right. The Court's standard for summary judgement -- no doubt, I'm sure you explained this to your client -- is very high. There may be only a centella of evidence to overcome summary judgement. So with that, I'm happy to hear from you, sir.

MR. O'CONNELL: Thank you, Judge.

As far as Mrs. Clark's statement not being admissible, it's hearsay, that's ridiculous.

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This case is captioned Family Services, Inc. for Muriel W. Clark. She is a party to this case. They aren't really representing her because -- her interest because she has been ruled incompetent by the probate court.

So she was party competent. If she her competent, her statement would be admissible. Just because she's not incompetent doesn't mean they are not admissible. I believe that they are.

Moreover, in 804, if the witness is unable to present or to testify at a hearing because of death, or an existing mental or physical illness of infirmary, it's an exception to the hearsay rule. I don't think the hearsay is going to commit to a statement by a party or component.

But even if you believe it to be hearsay, she can't be here to testify because she's been ruled incompetent by the probate court. So all of the statements that my client made at her deposition and if in her affidavit, which has been presented to you today, about what Mrs. Clarkin's intent was this was to be a gift, they're all admissible.

And the reason that I cited the Baptist College case was really to set out what in South

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Carolina a gift is. And a gift in South Carolina is when a -- it's a voluntary advance of a property from one person to another without any consideration or compensation, therefore. There has to be an offer and delivery. And once it's been delivered and accepted, it's irrevocable forever. It's an irrevocable gift. Nothing that happens after that can change the nature of that gift.

Now, what they're talking about in her making payments on this loan -- and she repeatedly said in her deposition -- and I've sat that out in our affidavit in my response, attached to which is the -- her deposition I've said on page and line numbers where she repeatedly said it was a gift. And that's what Mrs. Clarkin intended it to be.

But she's also testified -- and there's no contradiction to this -- that she made those payments because she wanted her grandmother out. She was grateful for the gift of the loan to buy the house.

So nothing that happens after a gift can change the nature of the fact that it was a gift. And that's clear.

Unfortunately, Ms. Clarkin can't be

here. But there is history in the affidavit of Mrs. Cattle about Mrs. Clark's statements that she made in 2008 when this gift was made that she wanted to help out her granddaughter to buy a house. They are made by Ms. Clarkin. And they're admissible for the same reasons. It's hearsay. She can't be present here. But she's really the plaintiff in this action. And it's a statement of a party opponent. It's not hearsay.

So I think Ms. Cattle's affidavit is really admissible. The fact that she works for the Clarkin family -- she lives in Muriel Clarkin's house, who is now living in another house.

Let me give you a little background. I represented Michael Clarkin, who is Mrs. Clarkin's son in a divorce, in the worst divorce case I think I've ever had. He was seriously injured. He's permanently disabled, both mentally and physically. And he lives with Muriel Clarkin -- that is the mother of my client -- in her house, in Mt. Pleasant. They are both taken care of by caretakers, just so you understand what the situation is there. My client who's in Hollywood, and Mrs. Kennedy, her mother lives in Maine.

But one of the reasons -- you mentioned

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the fact that the standard for overcoming a -- for sustaining a motion for summary judgement is very difficult. All I have to do is present a centella of evidence, a mere centella.

I've given you much more in her affidavit and in her deposition, much more than a centella that this was meant to be a gift and meant to be a gift by both sides, which was delivered and accepted.

So I don't think -- these are facts that have to be found by a jury, not by Your Honor. Because there is evidence that contradicts everything that he said. If this was a gift and my client has testified it was a gift, all of his causes of action failed. Because they all require -- a gift preempts everything -- every claim that he's made. If a jury finds that the gift preempts everything, it will go away.

So I think they have not met their burden. They have not even come close. There's circumstantial evidence that supports their argument, but that's something for a jury to decide.

I think that's all I need to tell Your Honor. I apologize for how this may have come to

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you in the electronic filing system. If I may approach the bench, I've given this same thing to Mr. Keys. This is how I meant to have it appear to you on the electronic filing system. I had my first adventure with that in this case. And I can safely advise you that's it's about 100 times harder to deal with than the Federal system, at least it is for me.

But that is my memorandum, the affidavit of Ms. Inman, my client; the affidavit of Ms. Cattle, who is the also the affidavit of my legal assistant, Donna Dodds. And that's not relevant to the motion for summary judgment, because it's really relevant to the issue of sanctions, which you have continued.

But I don't think I need to present you with anything else. I maintained that the Exhibits E, G, and H to the motion for summary judgment, plus the affidavit that was signed and submitted by Kelly Evans. She submitted two affidavits. One is contained in one of the exhibits in his motion for summary judgment. The other one is filed with the Court on August the 13th. I think those are clearly inadmissible under Rule 408, the settlement negotiations. The rule protects it. It doesn't

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say that it has to be in litigation. It has to be in existence at the time of settlement negotiations.

So I think this is -- you cannot consider those three exhibits, plus the other affidavit of Ms. Evans. But even if you do -- you should -- there's still more than a centella of evidence and much more that this was meant to be a gift by both Ms. Clarkin and my client.

Thank you, Judge.

THE COURT: Sure.

MR. KEYS: Your Honor, if I may very briefly.

THE COURT: Yes.

MR. KEYS: He said he cited the Baptist Church case for the definition of a gift. That gift is a voluntary transfer of property by one to another without any consideration or compensation. Therefore, I would assert that 104 consecutive monthly payments on the heloc in an amount over $70,000 is, in fact, compensation in most reasonable person's prospective.

And I would just assert that I do believe it is hearsay, Your Honor, and request that you rule on my motion to strike the affidavit in

this case.

THE COURT: Okay.

MR. O'CONNELL: Judge, the jury might believe that is evidence about the 110 payments, but that's up to the jury.

THE COURT: Okay. Well, I'll take a closer look at the memorandum submitted by both parties and obviously the cases that you both cited in preparation for today's hearing. And I'll issue an order shortly. And the motion for sanctions will be marked as continued as to a form order to that effect.

MR. KEYS: Thank you, Your Honor.

MR. O'CONNELL: Thank you.

THE COURT: Thank you.

(The proceedings concluded at 3:03 p.m.)

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CERTIFICATE OF REPORTER

State of South Carolina)
)
County of Charleston)

I, Krista Nicole Carney, Official Court Reporter for the Ninth Judicial Circuit of the State of South Carolina do hereby certify that the foregoing is a true, accurate and complete Transcript of Record in the Court of Common Pleas for Charleston County, South Carolina, on the 13th day of November, 2019.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

June 18, 2020

_____

Krista Nicole Carney,
Official Stenographic Court Reporter

STATE OF SOUTH CAROLINA	)	THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	DOCKET NO. 2017-CP-10-5426
	)	
	)	
	)	
FAMILY SERVICES INC., as CONSERVATOR for MURIEL CLARKIN	)	
	)	
Plaintiff	)	
	)	
vs.	)	
	)	
BRIDGET D. INMAN, et al	)	
	)	
Defendant	)	
	)	
	)	
	)	TRANSCRIPT OF RECORD

June 24, 2020
VIA: Zoom videoconference

B E F O R E:

THE HONORABLE BENTLEY PRICE, JUDGE

A P P E A R A N C E S:

DAVID CONOR KEYS, ESQ.
Attorney for the Plaintiff

MICHAEL O'CONNELL, ESQ.
Attorney for defendant Bridget Inman

BRUCE ALAN BERLINSKY, ESQ.
(Previous Attorney for defendant Bridget Inman)

KERRY W. KOON, ESQ.
Attorney for defendant Muriel Kennedy

JOYCE C. RUEGER, CVR-M
Circuit Court Reporter

[Certified transcript provided to David Conor Keys, Esq.]

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No exhibits were introduced

PROCEEDINGS

THE COURT: Let's begin with the plaintiffs. If you will introduce yourselves and the parties in which you represent and if it's your motion let me know what the motion is and then we'll move on with the defense. So we'll start with the plaintiff.

MR. KEYS: Plaintiff is Family Services. My name is David Conor Keys and I represent the plaintiff. And we have the Motion for Sanctions. That is the only motion we filed.

THE COURT: All right. Who is next?

MR. O'CONNELL: Your Honor, I'm Michael O'Connell. I represent Bridget Inman, the defendant Bridget Inman. I have a Motion to Compel answers to two interrogatories. And I filed a memorandum on May 22nd and last night I filed some exhibits in support of the memorandum.

The request -- the Motion to Compel concerns two questions. All the other issues about discovery have been settled. So we're down to two questions that I asked that they won't answer. To give you a little background about this case ---

THE COURT: --- hold on Mr. O'Connell. We've got to get everybody to introduce themselves. Mr. Koon, we'll start with you. Who do you represent?

MR. KOON: I'm Kerry Koon -- (audio cut out)

THE COURT: Hold on Mr. Koon. Your audio just cut out Kerry.

MR. KOON: Okay. I represent Muriel Kennedy who was made a defendant by the amended complaint and Kennedy through me has filed a Motion to Dismiss the amended complaint as against her.

THE COURT: Okay. Ms. Evans?

MR. O'CONNELL: All right, Judge ---

THE COURT: --- hold on. We've got to hear from Ms. Evans.

MR. O'CONNELL: Okay.

MS. EVANS: My name is Kelly Evans. I am with Family Services. And I'm represented by Mr. Keys.

THE COURT: Okay. All right. So Mr. Conor Keys represents you. All right. Let's start with --

[Whereupon, Mr. Berlinsky joins the videoconference]

THE COURT: So Mr. Berlinsky my understanding from Mr. Conor Keys is that you're involved in the Motion for Sanctions as you were the previous attorney.

Mr. O'Connell has two motions; actually one Motion to Compel interrogatories that we'll hear and a Motion to Dismiss on behalf of Mr. Koon. That's all you've missed. So, I say we start with Mr. O'Connell.

MR. O'CONNELL: Your Honor, I actually have a Motion to Compel and a Motion to Strike two paragraphs

out of the amended complaint. But I'll start with the Motion to Compel. To give you a little background about this my client, Bridget Inman, is the grandmother of Muriel Clarkin for whom Family Services is the Conservator. She was found to be incompetent to manage her affairs officially by the Probate Court in early 2015 but in 2014 she had been examined by physicians and was found incompetent.

In 2008 she took out a line of credit on a home that she owned that had no debt on it, the home that she owned on Atlantic Street. And she gave 137,000 dollars of that credit line to my client who was her granddaughter to buy a house in Ladson.

My client bought the house and that was the purchase price. She began making interest payments to the bank for several years on behalf of her grandmother as a gift. There was no, there is no written contract. The plaintiffs allege it was a loan, I'm stating it was a gift. There is no written contract or anything like that.

In any event there is a second house -- I'm sorry, the house on Atlantic Street for which the HELOC was taken was owned by my, was owned by Ms. Clarkin outright. Patricia Smith who also has a motion before the court today although I don't see that she's here is the

daughter of Muriel Clarkin and the sister of Muriel Kennedy. She has been living in that Atlantic Street house since the mid '90's.

In 2012 Ms. Clarkin, the protected person, deeded that house from her to Ms. Smith and Ms. Clarkin as joint tenants with rights and survivorship. In 2014, November of 2014 Ms. Smith knowing that Ms. Clarkin was incompetent took her to another lawyer and got her to sign over Ms. Clarkin's ownership interest in that house to her, to Ms. Smith.

So Ms. Smith owns the house. The debt encumbering the house is in Ms. Clarkin's name. And as I said the money that came from the debt from the HELOC was given to my client, Ms. Inman the granddaughter, to buy a house.

For many -- my client was paying interest payments on the house until early 2017 when she stopped because she was concerned about the reasons why or the way that Family Services was managing her mother's money. Family Services was appointed as I understand it to be the Conservator is early 2015.

Since then payments, interest payments have been made on the house apparently by Ms. Smith. Family Services says that they have never made any interest payments on the house with any money that belonged to Muriel Clarkin, the protected person. It now appears the

Note was getting behind and interest was building up it now appears that Ms. Smith has taken over payments, interest payments on that house. By the way the loan, the HELOC on that Atlantic Street house was owned by Ms. Clarkin, now by Ms. Smith, matures in 2026.

Until then it's an interest only loan. And then it will be converted to a conventional mortgage. She apparently began taking responsibility for paying the mortgage payment -- the interest payments rather on that loan. And I filed last night some exhibits in support of the Motion to Compel the plaintiff to answer these questions.

The questions being that if you recover any money; that is if Family Services recovers any money from my client or from Ms. Kennedy what are you going to do with it? And the other is are you going to pay the bank? They say we're not answering that question.

Now Mr. Keys has privately told me that they are not going to pay the bank but he officially is taking the position this is a speculative -- the answer to this is speculative and they don't have to answer it.

I think they do because if Ms. Smith who paid a total of 3,200 dollars in April, she didn't catch all the interest up but she caught a great deal of it up, is now taking responsibility for paying the interest payments on

this loan, and is going to continue to do so since she lives in that house and has lived in that house since the mid '90's, then Family Services can't recover anything from my client because the bank is going to get paid and that's it. That's the debt that is owed by Ms. Clarkin.

And so I want to know what are they going to do with the money and I want to know an answer under oath, which is what they're supposed to do when they sign interrogatories; answers and interrogatories rather, because I think if they say they're not going to pay the bank then I think this case is over because somebody else is going to pay that debt.

I think Family Services is going to keep the money and use it for purposes to assist Ms. Clarkin, the protected person. But be that as it may they just can't keep the money and then have that debt paid off by another person; that is Patricia Smith. I think the case would be over if they say they're not going to pay the bank.

And it's going to be a jury question as to whether or not Ms. Smith, who did pay 3,200 dollars in April of this year of back interest, is now taking responsibility for paying that debt. She lives there; she'd lived there since the '90 essentially rent free. I think she pays utilities and any other maintenance costs but that's it.

So I think I'm entitled to have those questions answered. So that's my presentation, Your Honor, on the Motion to Compel answers to those two interrogatories. I just think I'm entitled to know that.

And I don't think it's speculative as the defendant -- as the plaintiff said it is speculative as to what they're going to do with it. They know what they're going to do with it; and I know they're not going to pay the bank.

He has repeatedly said in his pleadings, in various pleadings, that the debt to Wells Fargo, that's the bank that owes this Note, is not the issue in this case. The issue in this case is the debt that my client, he says my client owes Ms. Clarkin, the protected person.

But it doesn't matter. If somebody else is paying the bank then they can't collect an extra 130 some thousand dollars from my client, which is what is owed to the bank. So that's my presentation on that, Judge.

THE COURT: All right. Who wants to respond to that?

MR. KEYS: If I may?

THE COURT: All right.

MR. KEYS: First, a little more background there.

THE COURT: Okay. If you assume I'm confused, you are assuming correctly.

MR. KEYS: I would understand that with this case, Your Honor. The same time Family Services filed this matter against the defendant Inman they also filed a matter against Ms. Smith who he was just mentioning. It is 5427 also 2017.

In that action we are seeking to declare the second deed he mentioned from November of 2014 declared void. That's the half interest in Atlantic Street that removed Ms. Clarkin's half interest because before that it was just a half interest with rights of survivorship. We were also seeking back rent payments as to Atlantic Street in that.

THE COURT: You're requesting back payments from whom?

MR. KEYS: To Ms. Smith. This is a totally different case he's talking about, Your Honor. It is not this case. We do, we have intentionally separated these cases because unfortunately this family does not seem to get along. This underlying Probate case is still active. It goes from 2014. And it's important to separate out all the various issues, which is why we have two lawsuits.

THE COURT: Let me ask you this; what is the relationship between Ms. Clarkin and Ms. Smith? What is that relationship?

MR. KEYS: Mother daughter.

THE COURT: Mother daughter. All right so who is the mother?

MR. KEYS: Ms. Clarkin is the mother; Ms. Smith is her daughter, Ms. Kennedy the other named defendant in this action, is also her daughter. And then Ms. Inman is ---

THE COURT: --- the granddaughter.

MR. KEYS: Is the granddaughter and the daughter of Kennedy.

THE COURT: All right. So Ms. Clarkin who had half ownership in the house and it was paid for went and got a line of equity for 137,000 and gave it to her granddaughter to pay off a house. Granddaughter was then paying interest payments on that what is essentially a line of credit on the home.

MR. KEYS: It was more than interest. Principle was paid down over the years as well.

THE COURT: Got it; of the 137,000. At some point in time Ms. Smith, who is the daughter of Ms. Clarkin took her Mom who was incompetent and got the house put into her name and Ms. Clarkin is out. And so now the daughter, who is not Bridget Inman's Mom because Ms. Kennedy is her Mom, is essentially now living rent-free in the house.

MR. KEYS: At present, yes your Honor.

THE COURT: Okay. So I've got the parties ---

MR. KEYS: --- and no consideration was ever given for any of those deeds as well.

THE COURT: I'm sure you're -- she took her crazy Mom and got a free house out of it.

MR. KEYS: Our contention, Your Honor, is that we are talking about a different case there and this has nothing to do with this matter.

THE COURT: All right.

MR. KEYS: At the heart of this matter is the question of whether or not -- it's undisputed that Inman received the funds, its undisputed that she spent years paying on the funds. We'll get into other statements she made about trying to make her payments. The question is does she have an obligation to repay her grandmother.

The question is not does she have an obligation under the HELOC. The HELOC is an agreement between Wells Fargo and Ms. Clarkin. We are not alleging that Inman has an obligation to repay the HELOC. We are not alleging that Smith has an obligation to repay the HELOC or that Kennedy does.

THE HELOC is relevant to determining amounts claimed owed in this matter; it is not the obligation in dispute. And the property that secures the HELOC has absolutely

nothing to do with this matter. But as to the motion in and of itself, Your Honor, they're asking what would we do after a final determination on the merits. The plaintiff owes a fiduciary duty to act in the best interest of Ms. Clarkin.

But they can't speculate what they're going to do in the future about an event. And that can't be evidence because evidence can only be something admissible to prove a fact or matter at the final merits hearing. If this can't occur until after the final merits hearing it cannot be evidence and as such is not relevant. And I would assert that discovery just doesn't require my client to speculate about some future event.

I would note this case has been going on since 2017. Ms. Inman filed an answer in 2017. She did not assert that she was not liable as a result of the acts of some third party, which is essentially what they seem to be asserting in this case.

There is no defense that has been asserted regarding this until this Motion to Compel. And we would assert that the fact that Ms. Smith has occasionally made payments upon information and belief to try and avoid a foreclosure; not out of some duty. My client has not instructed Ms. Smith to make the payments she made in April of 2020 that that's just not relevant. They're

asking whether or not my client can tell them what they're going to do after a final hearing on the merits if they're successful. I don't see how that's at all relevant to determining facts in this case so that we can have a trial on the final merits, which is what the basis of discovery is; is to reduce the facts in dispute to make a determination at a final merits hearing.

It's not a fact that's relevant to that because it won't happen by its very nature until after the final merits hearing; if at all. And so that is essentially our argument on the Motion to Compel.

MR. O'CONNELL: Judge, this is Michael O'Connell. They know what they're going to do with the money. It's not speculative at all; they just don't want to answer it.

THE COURT: All right. I'll take that under advisement and I'll give you the answer by the end of the day. What about the Motion to Strike?

MR. O'CONNELL: Your Honor, there are two paragraphs, paragraph 90 and 91; this is a 132 page what I would call evidentiary amended complaint; its 132 paragraphs.

And the paragraphs that I've asked to strike I believe are evidence of, because that's what they're pleading; that's right, it's a notice pleading statement

but they put in incredibly detailed allegations of fact when they didn't need to. But they said the defendant offered to provide the plaintiff the proceeds of the sale of the subject but did not do so.

Well, if you go to my motion on page 4 there is a note by Kelly Evans of a phone conversation that she had with my client, Bridget Inman, where she said she wanted, Bridget Inman said she wanted to pay the 90,000 plus balance from the sale of the house but she wants to be forgiven the remaining balance, which I cannot agree to.

So I think this is clearly -- and the following paragraph is the same; she tried to do the same thing. It was clearly an act, a request to settle the case, settle the claim. And this was before a lawsuit was filed. I understand that but the rule doesn't say that offers to settle a dispute between people are admissible if they occurred prior to the time the lawsuit was filed.

So I think these under Rule 408 these are offers to settle, which the plaintiff in their own language in their own note that they gave me in discovery, and this is on page 4 of the amended complaint where Ms. Evans says it was an offer to settle and they turned it down.

So they turned down 99,000 dollars to chase 30 whatever the -- 32 or 37,000 dollars back in -- let's see this was 2017, April of 2017. So here we are. And they

-- I think it's immaterial. And it's clearly not admissible evidence and they don't need to put it in there for one thing to prove their case. If they want to try to prove that later on that's a decision for a trial judge. But I object to some materiality in this complaint and I don't think I should have to answer it. That's all I've got, Judge.

THE COURT: All right.

MR. KEYS: Your Honor, there are four reasons why we assert the motion should be denied. First, in order for something to be stricken under 408 there has got to be the existence of a claim in dispute. Second, we would assert it's an admission against interest.

Third, we would assert that striking pleadings is a drastic remedy. And it's really best left to evidence at a trial on the matter because the fourth reason pleadings are not admissible evidence. As to the first, Your Honor we ---

THE COURT: --- you don't have time to go through all of them. You've only got four more minutes and I still have to hear the Motions for Sanctions and Mr. Koon's Motion to Dismiss. So I'll rely on the briefs as to that, okay.

MR. KEYS: Okay.

THE COURT: All right. I'll be happy to hear you

on your Motion for Sanctions because that's the only thing that Mr. Berlinsky is here for.

MR. KEYS: Okay, Your Honor. As to the Motion for Sanctions it was originally filed April 12th, 2019 I believe, so it's been out there for over a year. Unfortunately, it's been continued a number of times as well though plaintiff opposed to it.

I would just first note the general rule of our jurisdiction is that neglect of an attorney is attributable to a client; that's Graham v Town of Loris, 272 S.C. 442. I would also note that a party has a duty to monitor the progress of his case.

And the lack of familiarity of legal proceedings is unacceptable and the Court will not hold a layman to any lesser standard than is applied to an attorney. That is Goodson v American Bankers. The reason I'm bringing those up, Your Honor, is because Mr. O'Connell in filing his motion in opposition on behalf of Ms. Inman has asserted affidavits of Ms. Inman saying it wasn't my fault; I gave Mr. Berlinsky everything he needed.

We would assert that they are both attributable but honestly we don't have a big dog in the fight of who would be sanctioned, Your Honor. We would leave that to this Court's discretion. We would just assert that the facts are extremely clear that they have caused

significant prejudice to my client that has resulted in significant delays and further incurred fees as a result of failing to comply with an order of discovery and as a result of continuing to delay motions and mediation.

THE COURT: And that was as to Mr. Berlinsky who I assume at some point in time represented Ms. Inman, is that correct?

MR. KEYS: That's correct.

THE COURT: All right. And when was Mr. Inman -- when was Mr. Berlinsky removed from the case and was it by consent or how was he removed from the case?

MR. KEYS: He was removed ---

MR. O'CONNELL: --- he was removed by consent on September the 12th, 2019. This is Mr. O'Connell.

THE COURT: All right. So he was removed by consent so you just took over representation I guess by a substitute ---

MR. O'CONNELL: --- consent order ---

THE COURT: --- order?

MR. O'CONNELL: Yes, sir.

THE COURT: All right. Mr. Berlinsky?

MR. BERLINSKY: Your Honor, I -- this case had just mountains of documents. I thought I had sent everything to Mr. Conor [sic]. But even if I didn't we discussed all of this. And the three items that he claims were

missing, which was a copy of a check, a redacted stock statement of Ms. Inman's mother that he did receive. The only thing I redacted was her home address and her account number and her personal stocks because she used these monies on her daughter's behalf to purchase Apple stocks. And then there was one other document.

But, we talked about them. And in fact when Ms. Inman's deposition was taken Mr. Conor [sic] certainly questioned her about all of those things as if he had the documents because we were open and forthcoming that those were the dollar amounts. The documents were later produced by Mr. -- by Michael O'Connell.

And it certainly supported everything that we had told Mr. Keys so that he didn't suffer any prejudice. It didn't delay anything. This case has kept on moving whether it was me or subsequent counsel. And there has been no prejudice or harm.

THE COURT: All right.

MR. KEYS: Your Honor, if I may?

THE COURT: Very briefly.

MR. KEYS: Discovery requests were sent in January of 2018. This Court issued an order in June of '18 ordering the, compelling the discovery that had not been provided. It was not until a year later that they let us know that Ms. Kennedy was in possession of most of the

funds that we were in dispute about. A week after they let us know this case was called for a jury trial. If they had let us know that in February of 2018 instead of April of 2019 we could have already tried this case because this case was called for a jury trial in April of '19, July of '19, and November of '19.

Instead as soon as we found out that information we had to amend the complaint to add a third party which didn't allow us to try the case. And here we are a whole year after that on a Motion to Dismiss a third party. So that's actually how far this case has come in this time.

And as to the specific things that were produced the June 19th order on compel provided that supplemental responses to requests to admit one, two, and five needed to be produced in 15 days. Those were not supplemented until Mr. O'Connell did so on 11/13/19. It provided supplemental interrogatories eight, ten, twelve, thirteen, and fourteen.

As to number eight Mr. O'Connell produced the HUD statement, which answered that question on 11/13/19. As to proof of payments though in June of '18 we asked you've got to say all the payments you made. I called up Mr. Berlinsky on April 5th, 2019 a year later and said hey, if you will get me the stuff you were supposed to get me on proof of payments pursuant to the order to

compel then that's going to make the day position take a lot less time. I got an email in five minutes which a document that Ms. Inman testified she had created two years earlier and provided to Mr. Berlinsky.

As to number eleven declared mortgage interest he actually did provide that a month after the motion -- order on compel. And as to numbers twelve, thirteen, and fourteen he partially complied by providing the redacted stock instrument on 3/6/19, which is still a year later.

And then right before the deposition since I had requested I need an unredacted copy he provides the unredacted copy that shows that the stock was purchased in the name of Ms. Kennedy two days after Ms. Inman had been served with the complaint in this matter.

This is the first time a year and a half after discovery that we learned we have to add a third party to this action. And again, days after that this case was put on the jury trial roster.

Then on 4/8 Ms. Inman testified that she had written her mother a check for 85,000 dollars during her deposition. I requested have you provided that to me. She said yeah, I believe so. I said well, I have not received it; can you give me a copy of that. She said no problem. And that's 4/8/19. That check wasn't provided until Mr. O'Connell became counsel on 11/13/19.

Thereafter, we immediately filed the Motion to Amend and the Motion for Sanctions. Mr. Berlinsky twice had those matters continued; those motions continued which allowed us not to be able to try the case in July and not to be able to try the case in November.

He would not consent to an order amending the complaint so we could get rid of that issue. Once Mr. O'Connell became counsel he consented to the Motion to Amend to add the third party. And all that was left was the Motion for Sanctions which was heard at 11/13. But because Mr. Berlinsky was not present it was continued.

I've asserted or I've presented the Court with an affidavit and I was honestly surprised when I drafted that affidavit and looked at the time and said okay, what can I specifically attribute to this delay it came in to over 6,000 dollars.

I would leave it to the Court's discretion but I would say this case would have already been tried. My client would have had the opportunity to get the resolution in this matter but for the fact that it was not disclosed until a year and a half after discovery and a year after an order to compel that most of the money we were talking about was in the hands of a third party.

And if you look at the transcript at the end of the transcript of the original hearing on the Motion to

Compel the last thing I said to the Court was the only other thing Judge is I need to know where the money from the sale of Elrod went; the sale of the property she purchased with the funds.

I said I need to make sure that I don't have some issues of waste or something that I'm going to have to take further motions to protect my client's interest. Mr. Berlinsky stated he would get that. It took him a year to do it.

THE COURT: All right.

MR. BERLINSKY: Your Honor, I still contend that we told him where the money was, what was going on. And he questioned Ms. Inman about it in her April deposition. And she answered and he knew exactly where the money was.

THE COURT: Here's my issue. Y'all, apart from Mr. Koon who has been around me since 2004 a lot of people aren't really familiar with my personality and my likes and dislikes judicially. And my biggest dislike is not abiding by a court order; that's number one. Number two is it doesn't matter.

So my concern is when the Motion to Compel was granted what was the delay in over a year and these not produced within the timeframe in which the Judge ordered?

MR. BERLINSKY: I thought we had provided those things. I have absolutely no excuse otherwise. I

thought we had responded.

THE COURT: All right. What we're going to do is the court reporter has to take a lunch break and we have to start back at 1:00. So what I'm going to do is I'm going to take all of this under advisement.

Mr. Koon, obviously I don't want to snuff out your opportunity and ability to make an argument so we're either going to do one of two things; I'll either take a look if you briefed this and I can rule based on the brief itself or in the alternative I can set you up a hearing for next Tuesday. Which one would you like?

MR. KOON: Next Tuesday, Your Honor.

THE COURT: Okay. We'll send you a link for everyone that wants to participate and we'll reconvene next Tuesday all right?

MR. KOON: Let me check my calendar quickly. I don't think I have any issues.

MR. KEYS: If I may as well, Your Honor.

THE COURT: That's the only day I have a court reporter again.

MR. KEYS: I'm okay next Tuesday, Your Honor.

MR. KOON: That's the 30th?

THE COURT: Yes, sir.

MR. KOON: No problem. No problem.

THE COURT: Thank you so very much. I apologize

for the delay. Everybody just kind of -- we've gone over just a little bit. And I've got to let the court reporter have some time to eat and get everything sorted out. So Julie; she doesn't get to eat. She has to just keep working. Thank y'all so very much.

MR. KEYS: Thank you, Your Honor.

MR. O'CONNELL: Thank you, Your Honor.

MR. KOON: Thank you, Your Honor.

********END OF TRANSCRIPT OF RECORD********

C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is, to the best of my ability, a complete Transcript of Record of the proceedings had, using Zoom videoconferencing, and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 24th day of June, 2020.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

August 31, 2020

Joyce C. Rueger, CVR-M
Court Reporter

STATE OF SOUTH CAROLINA)	
)	Court of Common Pleas
COUNTY OF CHARLESTON)	Case No. 2017-CP-10-5426
FAMILY SERVICES, INC., CONSERVATOR FOR MURIEL W. CLARKIN, Plaintiff,	
vs.	VIDEO HEARING Transcript of Record
BRIDGET D. INMAN, Defendant.	DATE: June 30, 2020

B E F O R E:

THE HONORABLE BENTLEY PRICE

A P P E A R A N C E:

DAVID CONOR KEYS
Attorney for the Plaintiff

KERRY W. KOON
Attorney for Defendant, Muriel C. Kennedy

MICHAEL P. O'CONNELL
Attorney for Bridget D. Inman

BRUCE ALAN BERLINSKY
Former attorney for Bridget D. Inman

Also present:

KELLY EVANS for Family Services, Inc.

Original transcript ordered by:
David Conor Keys

Stenographically recorded and transcribed by:

Karen V. Andersen, RMR, CRR, CSR

THE COURT: All right. So just for the court reporter's sake, if everybody, beginning with the plaintiff, will introduce themselves and the party in which they represent. And, obviously, we need to go through the motions to make sure that we have all the appropriate motions that need to be ruled on. And then at this point in time, it's Mr. Koon's opportunity to talk about his client. So if you will just give me your name and the parties in which you represent, I will be happy to hear from you. Let's begin with the plaintiff.

MR. KEYS: David Conor Keys for the plaintiff, Your Honor.

MR. O'CONNELL: I'm Michael O'Connell. I represent Bridget Inman, who is one of the defendants.

MR. KOON: Kerry Koon, I represent Muriel Kennedy, who is the other defendant.

MR. BERLINSKY: Bruce Berlinsky, former attorney for Bridget Inman, here for myself.

MS. EVANS: Kelly Evans with Family Services as the plaintiff.

THE COURT: All right. So, correct me where I'm wrong. I'm going to start with you, Mr. Conor Keys. You argued your motion for sanctions. That was the last thing that we got to, and then the time was up. Is that correct?

MR. KEYS: Yes.

THE COURT: All right. The motion to intervene we have on our docket is from Karen DeJong. Is that moot?

MR. KEYS: Nobody moved to hear it, and she's not present. So I would just request you rule based on briefs.

THE COURT: Did she file briefs?

MR. KEYS: I don't know if she did or not. I have not seen one, Your Honor.

THE COURT: If she hasn't, I'm going to dismiss it for failure to prosecute.

All right. Next is defendant Bridget Inman's motion to strike paragraphs 90 and 91.

MR. KEYS: We started to go over that, Your Honor. I kind of laid out my four bullet points as to why I thought it should not be granted. And you said you would look at the briefs. And I think you were running out of time. So if you want to get into that more, I'm happy to do so.

THE COURT: All right. We have defendant Muriel Kennedy's motion to dismiss that Mr. Koon said he's going to be arguing in just a second.

And then we have defendant Bridget's motion to compel the two interrogatories. And I think I had ruled

on that already. I denied those, correct?

MR. O'CONNELL: I didn't think you ruled on that, Judge. Although I lost about -- some minutes of last week's hearing.

THE COURT: Two questions. The interrogatories, number one question was, what they are going to do with the money. And Ms. Evans argued that one. And what was the second one?

MR. O'CONNELL: Are you going to pay the bank with any money that you recover from either defendant?

THE COURT: Pay the bank. All right. Got it.

And, Ms. Evans, you argued that, correct?

MR. KEYS: I did, Your Honor. We -- both Mr. O'Connell and I, that was kind of the first one we dealt with.

THE COURT: All right. Ms. Evans, which one did you argue?

MR. KEYS: She's just my client, Your Honor.

THE COURT: I keep saying that. I said that twice. I did it last time. I kept asking her the same question. So she says she's for Family Services. So I keep assuming she's a lawyer for Family Services.

MS. EVANS: No.

THE COURT: Let's keep going down the path we're going.

Mr. Koon, it's your opportunity to argue your motion to dismiss.

MR. KOON: Thank you, Your Honor. First of all, a little bit more background. I'm sure you remember this. It's still kind of confusing. So I apologize if I'm reminding you of matters that you already remember. But remember that Muriel Clarkin is the grandmother of the initial defendant, Bridget Inman, and the mother of Muriel Kennedy.

And one thing I know is important to realize, Your Honor, even though we've got this plethora of litigation, I think every member of the family has gotten sued by Family Services. This family is not estranged. For example, Mrs. Clarkin lives in a home owned by my client, Muriel Kennedy. And she shares that home with her son, Ms. Clarkin's son, my client's brother, who is disabled from an industrial accident.

My client doesn't demand any rent from Ms. Kennedy (sic). She owns this home -- excuse me, from Ms. Clarkin. She owns this home. They visit each other. I mean, Ms. Clarkin is her mother. I mean, my client loves her mother. I'm sure Michael's client loves her grandmother.

This all started out by this -- I hesitate to even call it a transaction, where Mrs. Clarkin, before

the conservatorship was commenced, borrowed money against her HELOC loan, which was a mortgage on her former residence at 602 Atlantic Avenue to help her granddaughter, Bridget Inman, purchase some property in Goose Creek. And that's the property known as Elrod Street that was referred to in the amended pleadings as "the property".

Of course, that was done when -- actually, it was done when Mr. Clarkin was still alive. It was the grandparents trying to help their granddaughter.

Now, we've got this plethora of litigation where Family Services initially sued Bridget Inman, the granddaughter. Then they sued Patricia Smith, who is Ms. Clarkin's other daughter. I will speak more about that later. And now they brought in Muriel Kennedy as a defendant, basically alleging that she has conspired to keep money away from her mother.

Your Honor, we brought this motion to dismiss because, unlike many motions to dismiss that you hear, this is not a case where the allegation is that the complaint was inartfully drawn or they left out something in describing a cause of action. This is a case where the amended complaint is extraordinarily detailed. I think Mr. O'Connell referred to it as an evidentiary style complaint. It's got 132 paragraphs. And it's very

detailed with factual allegations.

And our motion is made because of those factual allegations. There are two that absolutely negate any of the claims that Family Services is attempting to assert against my client, Muriel Kennedy.

Now, keep in mind that this -- allegations against Kennedy are basically derivative of the allegations against Inman. The allegations against Inman are, despite having no note or written confirmation of any loan, that this transaction between grandmother and granddaughter was really a business-style loan, and that it ought to be repaid. And when Inman, the granddaughter, bought the Elrod Street property with the money that her grandmother had enabled her to get by borrowing from this HELOC loan, Inman later decided to sell that property. And she sold it and retained the proceeds.

And the allegation is that my client, Bridget -- Muriel Kennedy, invested some of those proceeds in a stock fund and bought some Apple stock for the benefit of Bridget Inman. And that's what they say is unfair, inequitable, fraudulent, et cetera.

However, their factual allegations, not their legal allegations, in the complaint in paragraphs 87 and 88 totally negate any bad intent, any fraudulent intent,

any other intent to harm Mrs. Clarkin.

In paragraph 87, they allege, without reservation and without qualification, that before Bridget Inman sold the Elrod Street property, she offered to deed it to the plaintiffs. She offered to deed it to the plaintiffs. And then the very next paragraph, they quote in some detail, this is paragraph 88, from Bridget Inman's deposition where she says that she made that offer for the purpose of benefiting her grandmother so that she would have an income from the property. All right. So that was -- that offer was declined, although it was pled in the amended complaint.

Now, Your Honor, one of the cases that the plaintiff cites in defense of my motion is the Fabian case, which says that all of the allegations of the complaint at this motion are determined to be true. So, therefore, for the purpose of this motion, you have to take as true the allegation that Bridget Inman, for the purpose of benefiting her grandmother, unqualifiedly offered to convey the Elrod Street property to the plaintiff.

Now, the reason that's important is because they have sued Muriel Kennedy under five causes of action, three of which are equitable causes of action. They are trying to impress a constructive trust on the Apple

stock. Well, a constructive trust is appropriate when it is necessary to defeat fraud, misappropriation of funds, or some other type of inequitable conduct.

Well, the very fact that they acknowledge and have pled that Bridget Inman offered the property first to the plaintiff, totally negates any cause of action for an equitable constructive trust.

Same with their cause of action in equity, again for failing to -- for improper -- their cause of action for fraudulent conveyance. Fraudulent conveyance, obviously, is for the purpose of fraud. But since the proceeds of the property are the same legally as the property itself, by first offering the property to the plaintiff, they have negated the element of fraud.

Also, the cause of action for unjust enrichment, unjust enrichment is only available to someone who can prove inequitable conduct on behalf of the defendant. Well, I will say, Your Honor, that the factual allegation that you have to take as true that the property was unqualifiedly first offered to the plaintiff, negates entirely any inequitable conduct supporting the cause of action for unjust enrichment.

The other equitable cause of action they brought was trying to impress an equitable lien against the Apple stock. Again, an equitable lien arises when there's an

expressed or implied agreement that a piece of property will stand as security for an obligation. Well, first of all, there's no provable obligation. But I understand you probably can't rule on that at this time. But since they were offered the property, the proceeds of the property stand in the property's shoes. So there couldn't have been an implied or expressed agreement for the property to be -- continue as security for a debt because it was offered and denied.

Your Honor, the other cause of action is, I think, the most outrageous, civil conspiracy, saying that my client, Muriel Kennedy, and Bridget Inman, mother and grandmother, conspired to harm Muriel Clarkin. What did they do? They retained the proceeds of the sale of Elrod Street when it at first had been offered for the benefit of Ms. Clarkin. So they did not conspire to harm her. If they had tried to harm her, they would never have offered or Ms. Inman would never have offered the property first to the plaintiff.

So all of these causes of action assume some ill intent and fraudulent actions by my client, Muriel Kennedy. And, remember, Muriel Kennedy can only be liable derivatively from Bridget Inman. So if Bridget says, grandmother, I would like you to have this property for your benefit so you can get rent for it or you can

sell it or whatever you want to do with it, that entirely negates all of these causes of action for unfair, for inequitable, for fraudulent conduct that are really just outrageously brought from someone supposedly acting on behalf of Ms. Clarkin, who I'm sure doesn't understand that she derivatively or through the plaintiff is accusing her own family members of fraud and bad contact.

So, Your Honor, I think the fact that the factual allegations, not -- I am not arguing that legal claims were inartfully brought or something that they could cure by a mere amended complaint, but the factual obligations, taken as true, absolutely negate the fraudulent intent, the inequitable conduct, the intent to harm.

And, you know, once you put it in your complaint, especially if it's 132 detailed pages, I think the Court is entitled to assume that you believed it or you wouldn't have put it in your complaint. And since it's in the four corners of the complaint, it completely destroys any of the causes of action they brought against Bridget Inman, and derivatively, Muriel Kennedy.

Now, we also, Your Honor, raised the issue of standing. And there's some late-breaking news on that. If you remember, a good part of Mr. O'Connell's argument was that they wouldn't tell what they intended to do with

this money and if they were going to convey Wells Fargo, who is the holder of the mortgage on this 602 Atlantic Avenue property. Well, the reason they don't have standing is because they don't own the property that the mortgage is encumbering. The plaintiff has never made a payment.

Currently, I think everybody understands that the payments are now being made by the person who holds title to the property. That's Patricia Clarkin Smith. So that the plaintiff has never made a payment. The plaintiff doesn't own the property anymore. It is very obvious from their response to my motion and their evasiveness in refusing to answer interrogatories, both by Mr. O'Connell -- maybe they don't have to answer them. But we know what the answer is. They are never going to pay Wells Fargo if they recover money against Muriel Kennedy.

I said there was late-breaking news. I alluded earlier to lawsuit brought against Patricia Clarkin Smith over title to 602 Atlantic Street, the property that the mortgage encumbers. Well, several months ago, they reached a settlement agreement. And in that settlement agreement, Patricia Clarkin Smith was to have confirmed her ownership of 100 percent interest in 602 Atlantic, the mortgaged property.

Well, she tried to back out of the settlement. So the plaintiff brought in this other case, a motion to enforce the settlement. And that case was referred to the Master-in-Equity. And lo and behold, the motion was heard last Thursday. And I've got a copy of the order. It's a Form 4 order that says that Judge Scarborough has taken the matter under advisement, and giving Patricia Clarkin Smith some amount of time to get a lawyer to -- before he rules on the motion made by the plaintiff in this case to enforce the settlement.

And the important part is not so much how Judge Scarborough may rule, but the important part is that even after this motion has been made, the plaintiff in this case, who is also in the case seeking to enforce this settlement, continues to try to enforce the settlement that would confirm that Mrs. Clarkin no longer has any interest whatsoever in 602 Atlantic Street.

Now, what that tells me is, they are never going to pay that mortgage. They don't want any interest in the property. They don't have any interest in the payback of the HELOC loan. And, therefore, they just don't have standing to sue Muriel Kennedy to recoup money that was advanced under that HELOC, which they never made a payment on, and don't even own the property that is encumbered.

Thank you very much, Your Honor.

THE COURT: All right. Mr. Keys, I'm going to give you a moment to response.

For the purpose of Mr. Berlinsky, I apologize. I did not realize that by me not ruling on their motion for sanctions, it would bring you back. So if that's my fault, I apologize. Just based on that, you've had ample time to respond. And Mr. Conor Keys made his position.

What amount of money are you asking for, Mr. Keys, just as an aside, so Mr. Berlinsky knows?

MR. KEYS: I sent you an affidavit of over $6,000 that I can equate to the delay, Your Honor. But I would like to leave it to the Court's discretion.

THE COURT: Mr. Berlinsky, I will take that under advisement and make a decision pretty quickly. But I didn't want you to have to sit around here if you had other things you need to be doing.

MR. BERLINSKY: Thank you, Your Honor. Only thing I would just add, Your Honor, is I've been doing this 37 years. This is the first time I've ever even had a motion for sanctions. As I said earlier, you know, you've got my brief, it was inadvertent and not intentional. And I just point that out to the Court.

THE COURT: Well, I appreciate it. Again, I apologize for my oversight in forcing you to come back,

but I will make a decision and give you it by the end of the day. All right?

MR. BERLINSKY: Not a problem. Thank you, Your Honor. Thank everybody else.

THE COURT: Mr. Conor Keys, happy to hear from you.

MR. KEYS: As to Section A of the motion to dismiss, which is standing, the principal issue in dispute in this matter is whether or not Inman owes Clarkin the money that was lent to her. Atlantic Street, which is the secured property, the HELOC has a mortgage on it, is not relevant to this action. Neither is the HELOC for that matter. It is not the issue in dispute.

It is relevant for determining amounts claimed owed, but it itself, that agreement, is not the issue in dispute. If it was, Wells Fargo would be a party to this agreement or this lawsuit. Wells Fargo is not a party to this lawsuit because, no matter what happens in a final hearing on the merits in this matter, it's not going to affect Wells Fargo's rights. Inman is not a party to the HELOC. Kennedy is not a party to the HELOC. We are not asserting they owe an obligation under the HELOC.

We are asserting that Inman owes an obligation to Clarkin. And as a result, if she does, what are Kennedy's obligations? Because she's got all the money

in dispute. That is not even a question of fact in this case.

But they assert that because the HELOC is not currently titled in Ms. Clarkin's name, there's no standing. Again, the HELOC -- or that Atlantic Street is not currently titled in Ms. Clarkin's name, then there's no standing. Atlantic Street has nothing to do with this case. The motion he's speaking of has nothing to do with this case. It is still pending.

We have causes of action pending to seek a half interest in that property that we believe was fraudulently conveyed. However, it really doesn't have anything to do with this. As to his second arguments for -- he seems to be asserting unclean hands, best I can tell.

Inman's intent in offering to deed the property of Elrod Street back has nothing to do with whether or not plaintiff came in to this action with unclean hands. Moreover, Inman's intent remains a question of fact in this case. All we did was say that she offered to deed Elrod back in the pleadings. And we quoted her deposition transcript testimony. We have not alleged that she intended to benefit.

In fact -- can you hear me, Your Honor? In fact, there's evidence filed in the record in this matter

that it wouldn't have been a benefit. It's in the evidence of e-mails filed, as well as her transcript testimony of her whole deposition that her counsel filed, that says she didn't make any rent money off the place.

Would it burden the plaintiff to manage the property? And it sold for $40,000 less than it was purchased for. So there's no benefit there.

As to fraudulent conveyance, Your Honor, in order to prove fraudulent conveyance under 27-23 trend, it's a transfer made without valuable consideration that will be set aside if the grantor was indebted to the plaintiff at the time of the transfer and failed to retain sufficient funds to pay the property.

We have pled that she took the property. She sold it. And then she gave the vast majority of that money to her mother and did not retain sufficient funds. That meets the elements of fraudulent conveyance.

Again, her intent to deed the property that we've asserted wasn't a benefit, is, at best, a question of fact pending forward and has nothing to do with the cause of action for fraudulent conveyance.

As to civil conspiracy, again, her intent in that manner does not change malintent in trying to hide the proceeds of sale out of the reach of plaintiff.

On October 31st, she was served with a summons

and complaint in this matter. Her mother bought over $67,000 of Apple stock and put it in a third-party's hands two days after that. There was an order by this Court to disclose that fact in July of '18. And it was not disclosed until April of '19. That looks like intent to hide and intent to harm.

I agree it's a question of fact at the moment. But, certainly, that's an issue that's before the Court as to whether or not they did intend to injure the plaintiff in this action.

As to special damages, as was pled in the memorandum, attorneys' fees can be special damages in a case. The attorneys' fees that plaintiff is incurring, in addition -- this case would have already been tried but for moving the money out of Inman's possession into Kennedy's possession, and then Kennedy putting it into stock held by a third-party.

This case would have been tried last summer if that information had been disclosed when it was originally asked in discovery requests in January of '18. This case had been called for jury trials multiple times, but because that information wasn't disclosed for a year and a half, the moment it was, we had to move to amend Kennedy, because she is in possession of the majority of the funds in dispute in this case. And at that point in

time, we couldn't try the case, unfortunately.

Had they not taken that overt act to move the funds out of the reach of plaintiff, we could already have tried this case. So we would assert the special damages of having to prosecute this motion against Kennedy are damages that would not have occurred but for those overt acts.

For instance, my client incurring attorneys' fees to draft a memorandum in opposition to this motion to dismiss is a special damage of fees that would not have occurred if they had not taken the overt act of hiding those funds and moving them away.

As to equitable lien, Your Honor, we plead that -- and it is plead and proven, the money went from the HELOC to purchase Elrod. It went out of Elrod into Inman's bank account. Went from Inman's bank account by check to Kennedy. Kennedy put a portion of that into Apple stock. You can see the flow of the money. Equitable lien is appropriate, Your Honor.

I would have said they don't have a basis for the motion to dismiss. This was a very well-pled complaint. And all those allegations have to be taken as true. Nowhere in there did we say that Inman's offer was an unconditional deed or, as plaintiff alleged, that the intent was to benefit. And like I said, there's evidence

in the record outside of the complaint that it wouldn't have been a benefit.

That's all I have at this point, Your Honor.

THE COURT: All right. All right.

MR. KOON: May I briefly respond, Your Honor?

THE COURT: Sure.

MR. KOON: Your Honor, paragraph 87, defendant offered to deed the subject property to plaintiff. No conditions alleged. It was alleged as an unconditional offer.

Now, after saying that the HELOC has nothing to do with it, Mr. Keys now argues that the HELOC started this whole course to transactions. Well, it either has something to do with it or it doesn't have something to do with it. But what doesn't have to do with it, they are not making payments. They don't have an interest in the property. They are trying, through legal maneuvers, to disclaim any interest in the property. Yet, they want us to pay for what they think they can trace back to this HELOC. That's not fair. That's not equitable.

And, Your Honor, I'm just asking you to look to the four corners of the complaint. The offer to deed this property is what would have stopped this litigation. There would be no litigation. Now, where we are is that Family Services, evidently, has said, why didn't we take

this property? Now we have to make the best out of it. We have to blame everybody else for everything that happens after the fact, after the time that they refused to accept the property, which would have, you know, satisfied whatever their complaints are.

Thank you, Your Honor.

MR. KEYS: If I may briefly, Your Honor.

THE COURT: Briefly.

MR. KEYS: Paragraph 87, verbatim, defendant offered to deed the subject property of plaintiff. It doesn't state it's conditional or not. It's not intended to say whether it was conditional or not. Plaintiff did plead that at the time that the offer was made, over $131,000 was owed in principal amount from Inman to repay car payment. The proceeds of sale were less than 100,000.

THE COURT: All right. If there's nothing further from anybody, I'm going to take this under advisement. And I am going to take a look at one or two of the briefs in the morning. I've got hearings the rest of the day. And I will give you my ruling by the end of tomorrow, if that's fair enough.

MR. KEYS: Thank you, Your Honor.

THE COURT: Ms. Evans, sorry for trying to make you a lawyer twice in a row.

MR. O'CONNELL: Your Honor, this is Michael O'Connell. I am not sure if you said you decided the motions I could have. And I am not clear on the motion for sanctions by the plaintiff. I represent Bridget Inman. I filed a brief with her affidavit. And you asked -- you indicated to Mr. Berlinsky that you were going to rule on that later. But in my -- what I filed with the court is that Mr. Keys, essentially, waived his right to prove that my client was at fault at all in these delays in discovery responses and so on. And he admitted that in front of Judge McCoy at the hearing back in November. And he produced no evidence that he was involved in any respect at all. I will stop arguing if you tell me you are going to --

THE COURT: You are being muffled. And I don't think the court reporter is going to be able to hear you.

MR. O'CONNELL: I'm probably too close to the microphone.

THE COURT: You are good now. Say the last two sentences. I wasn't able to hear you.

MR. O'CONNELL: The hearing in front of Judge McCoy back in November, I filed my client's affidavit. I filed a brief. You've got it. Mr. Keys, essentially, waived his -- any claim against my clients having any fault in the discovery issues that he raises. In fact,

he agreed with me when he said to Judge -- this is further from the brief I submitted -- when he said to Judge McCoy, Judge, I was shocked when I looked at the time spent, hours we honestly believe are attributable to him to comply with discovery and delay. And then Judge McCoy said, well, you are accusing Mr. Berlinsky of drumming up these fees, so he needs to be here.

So that's why we didn't finish the motion, because it was all directed at Mr. Berlinsky. And that's -- and she said he's got to be here and be given notice. That's what happened. Now it's in front of you.

I don't think my client ought to be charged with any sanctions at all because it wasn't her fault. She didn't know what was going on. And I think Mr. Keys has, essentially, waived any right to go after my client for sanctions. And that's explained in the brief that I filed with you previously.

Judge, the other, my motion to strike --

THE COURT: You're being muffled again.

MR. O'CONNELL: Okay. Judge, the motion to compel answers to interrogatories, which are as follows -- can you all understand me okay?

THE COURT: You've already argued that. That's what we began with. And I heard you as to both of those. And then there was a motion to strike. My notes say

under 408 offer of settlement. Is that something else also pending as well?

MR. O'CONNELL: That was something I argued last time, the motion to strike, which I submit are essentially offers to settle the case. And he alleged them in the complaint. And I don't think I should have to answer those, because they are offers to settle the case. He's pointed out the complaint doesn't go to the jury and it's not evidence. But why should I have to answer them if they are, in fact, offers to settle it? I believe they are. And my client would testify that they are. This is prior to the time she was represented by counsel and prior to the time this lawsuit was brought. So --

THE COURT: Mr. Keys, anything as to that?

MR. KEYS: The four reasons I've cited to you before is, in order for 408 to apply, there has got to be a claim in dispute. At the time that those statements were made, which is 4/17/17, there was no claim in dispute. She was current on all the monthly payments she had made for a decade, essentially. She made a payment a couple of days prior. If you look at the e-mails attached to our memorandum in opposition in the motion to strike, you can see that my client, as they understood it, was there discussing whether, after the sale of the

property, she was going to continue to make her monthly interest payments or she was going to make a lump sum payment. That's not an issue in dispute. Because what they are claiming is, there was a dispute as to the existence of the obligation. At the time those statements were made, pre-litigation, there was no dispute.

She had never presented any -- has never presented any evidence in this case as to a dispute that she claimed at that time and informed plaintiff that she has disputed the existence of the litigation. They were just discussing method of payment, which is not an offer of settlement.

THE COURT: All right.

MR. KEYS: And I would also assert -- and I cited case law in my memorandum to support of that contention. I would also assert their voluntary admissions against interest. Because at the time, she made payments monthly for years to the plaintiff, for years for the plaintiff, was always current on her payments. And what it looks like is a pre-statement admission against interest.

And I have cited case law in my brief supporting that those are admissible evidence. Again, it wasn't a dispute. So it's not an offer of settlement. Third --

THE COURT: Well, I got it. We made these arguments last time. They are all in my notes. You are chronologically going right down what I wrote down.

For the purposes of this, what I'm going to do is, because Julie is going to want to do a Form 4, because this is our last day of hearings, which is nice, for the next two days, but, regardless, as to the motion for sanctions, I'm going to deny those. They said they were inadvertent, and I believe them. They are officers of the court. And I believe that it was.

The motion to compel the two interrogatories is denied.

The motion to strike is granted.

And the motion to intervene, she did file a motion and a memorandum in support. I'm going to have to read that.

And Mr. Koon's client, Ms. Kennedy's motion to dismiss, is under advisement. You will have my answer by the end of the day. All right?

MR. KEYS: So deny sanctions, grant strike. Motion to dismiss what?

THE COURT: Under advisement. Tomorrow you can get the answer.

MR. KOON: And you are denying the motion to compel?

THE COURT: Yes.

All right. That should solve all of Mr. Koon's, correct?

MR. KEYS: I guess so.

THE COURT: You will have my answer, Mr. Koon, by tomorrow, or by the end of the today tomorrow, if that's okay.

MR. KEYS: Thank you, Your Honor.

THE COURT: Thank you all. Have a wonderful day.

(Whereupon, the proceedings are adjourned.)

CERTIFICATE OF REPORTER

I, Karen V. Andersen, Registered Merit Reporter, Certified Realtime Reporter for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate and complete Transcript of Record of the proceedings.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.



Karen V. Andersen
Registered Merit Reporter
Certified Realtime Reporter

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2017-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION TO COMPEL**
Plaintiff,	)	
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	

FILED
2018 JUN 19 AM 11:19
JULIE ARMSTRONG
CLERK OF COURT
BY

This matter is before the Court on June 19, 2018, on Plaintiff, Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") Motion to Compel Discovery Responses from Defendant, Bridget D. Inman (hereinafter "Defendant").

Plaintiff initiated this action on October 20, 2017, asserting causes of action against the Defendant for conversion, unjust enrichment, money had and received, promissory estoppel, quantum meruit, and breach of conract. Defendant filed an answer to the summons and complaint on December 13, 2017.

The relevant background facts are as follows: Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge. Muriel W. Clarkin (hereinafter "Clarkin") is an eighty-five year old widow who has four living children, and Clarkin requires finances and funds to provide for Clarkin's necessary assisted living care. Defendant is a granddaughter of Clarkin and resides in Charleston County. Plaintiff has asserted Clarkin and Defendant entered into an agreement that Clarkin would lend Defendant money to purchase a house. Clarkin agreed to take out a home equity line of credit out on real property

Clarkin owned located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS # 532-06-00-129 (hereinafter "Mortgaged Property"), in Charleston County, in order to acquire the funds to lend to Defendant. Defendant agreed to pay Clarkin back the money Clarkin lent Defendant and to make the monthly mortgage payments upon the Mortgaged Property. On or about July 17, 2006, Clarkin executed a $100,000 note for a home equity line of credit (hereinafter "HELOC") and mortgage secured by the Mortgaged Property to Wachovia Bank, NA (hereinafter "Mortgage"). The Mortgage was recorded in the RMC Office for Charleston County in Book L591, Page 244. On or about July 7, 2008, said Note and Mortgage were modified to increase the maximum balance of indebtedness to $150,000 (hereinafter "Modification"), the Modification was recorded in the RMC Office for Charleston County in Book E664, Page 769. Upon information and belief at or around the execution of the Modification Clarkin made an initial withdraw from the HELOC in an amount of just over $138,000.00. On July 7, 2008, Defendant purchased the real property located at 316 Elrod Drive, Goose Creek, SC 29445, bearing TMS No. 235-14-04-004 for purchase price of $137, 000.00 as evidence by that certain deed recorded in the Register of Deeds of Berkeley County in Book 7447, Page 141 (hereinafter "Subject Property").

Defendant has acknowledged that the HELOC was used to purchase the Subject Property. Defendant made regular monthly payments upon the HELOC from about October of 2008 through April of 2017. Defendant offer to deed the Subject Property back to Plaintiff in exchange for satisfaction of the debt due to Plaintiff. Defendant offered Plaintiff ninety-thousand dollars from the proceeds of sale of the Subject Property in satisfaction of the entire debt which Plaintiff declined to accept because at the time more than $130,000 dollars was still owed upon the HELOC. On February 6, 2017, Defendant sold the Subject Property and received $99,317.71, in proceeds from the sale. Defendant has not paid Plaintiff any money since April of 2017. Defendant now

asserts that money she received from Clarkin constitutes a gift and that there was never an obligation to pay her grandmother back.

RELEVANT PROCEDURAL BACKGROUND

1. Plaintiff served Defendant with Interrogatories, Requests for Production and Requests for Admission on or about January 26, 2018, a copy of which are attached hereto as Exhibit "A" and incorporated herein by reference.

2. Defendant served Plaintiff with Defendant's Response to requests for admission on February 20, 2018, a copy of which are attached hereto as Exhibit "B" and incorporated herein by reference.

3. On February 28, 2018, Plaintiff sent Defendant a letter requesting the remainder of the late discovery and requesting the Plaintiff supplement its responses to requests for admissions 1, 2, and 5, a copy of the letter is attached hereto as Exhibit "C" and incorporated herein by reference.

4. Plaintiff filed a motion to compel discovery on March 20, 2018.

5. Defendant provided responses to Plaintiffs interrogatories and requests for production on April 16, 2018, a copy of which are attached hereto as Exhibit "D" and incorporated herein by reference.

6. On April 20,2018, Plaintiff sent a letter to Defendant asserting deficiencies regarding Defendant's responses to discovery, a copy of the letter is attached hereto as Exhibit "E" and incorporated herein by reference.

Plaintiff and Defendant prior to this hearing have engaged in meaningful discussions in an attempt to resolve this matter without necessitation of a hearing, however to date no resolution has been receach. Plaintiff would assert that the all the information and documents it is currently

seeking from Defendant with regard to this motion are relevant to the Plaintiff being able to prove up its case and likely to lead to the discovery of admissible evidence. Defendant's contention is that because Defendant asserts the money was a gift, Defendant is not required to produced this information to Plaintiff until such time the alleged debt is proven to be an obligation of Defendant.

"The South Carolina Rules of Civil Procedure permit a party to fully investigate the merits of the opposing party's case. *Patterson v. McNeill-Patterson & Assoc., Inc.* 312, SC 471, 441, S.E.2d 328, 329 (Ct. App. 1994). Rule 26, SCRCP, allows broad pre-trial discovery. The rules do not differentiate between information that is private or intimate and that to which no privacy interest attach. Thus, the Rules often allow extensive intrusion into the affairs of litigants and third parties. *Hamm v. SCPSC,* 312 SC 238, 241, 439 S.E.2d 852, 853 (1994).

In this case Defendant contends she received a roughly $140,000 dollar gift form her grandmother but acknowledges that she made monthly payments against that gift for roughly 9 nine years and took annual tax deduction upon that "gift". Plaintiff's request for information on those payments and tax deductions are relevant to Plaintiff being able to fully investigate the merits of Defendant's case. Additionally, because a large some of money is the subject matter of this case, Plaintiff should be entitled to know the status and location of that money, in order to make a determination whether there is an issue of waste such that Plaintiff would need to seek further redress from the court to protect Plaintiff's interest in that sum of money.

Therefore Plaintiff would requests that the Court grant Plaintiff's motion to compel and issue and order compelling Defendant to undertake the following:

AS TO REQUESTS FOR ADMISSIONS:

1) Defendant will provide supplemental responses to requests for admission numbers 1, 2, and 5.

AS TO INTERROGATORIES AND REQUESTS FOR PRODUCTION:

2) Defendant will provide supplemental responses to interrogatory numbers 8, 10, 12, 13, and 14, which shall include providing the following information:

a) With regard to interrogatory number 8, Defendant shall state the manner in in which she received money to the purchase the Subject Property as defined in the Complaint, including stating whether the money was received from Muriel Clarkin; the source from which the money was received including any bank account or credit line titled in the name of Muriel Clarkin; the amount of money received, the date the money was received; and the method by which said money was received be it check, wire transfer, or otherwise. Defendant shall further provide any documents in her possession or control which evidence the information contained Defendant's supplemental response to this request.

b) With regard to interrogatory number 10, Defendant shall identify every payment she made upon the HELOC as defined in the Complaint from 2008 to present. For each payment identified Defendant shall state the date she made the payment, the amount of the payment made, and method of payment be it a cash, check, wire transfer, etc. For any checks Defendant shall identify the bank account number and check number used. In the alternative if Defendant is not able to provide a complete supplemental response to interrogatory 10, then within thirty (30) days from the date of this order Defendant shall request from her bank(s) and provide Plaintiff with supplemental production in response to request for production number 6, including Defendant providing each complete monthly bank statement of Defendant, including all pages, save for redaction of non-relevant transactions evidencing a withdrawal from Defendant's bank account for each monthly payment which Defendant contends she made upon the HELOC as defined in

the Complaint. Defendant shall further provide a copy of each check with Defendant contends she used to make a payment upon the HELOC as defined n the Complaint.

c) With regard to interrogatory number 11, Defendant shall identify every year she declared a mortgage interest deduction upon her taxes regarding the HELOC as defined in the Complaint. For each year identified defendant shall state the amount of interest she paid upon the HELOC which she declared as a deduction. In the alternative if Defendant is not able to provide a complete supplemental response to interrogatory 11, then within thirty (30) days from the date of this order Defendant shall provide Plaintiff with supplemental production in response to request for production number 5, providing Plaintiff with a copy of Defendant's tax returns for each year from 2008 to present which she declared a deduction for any mortgage interest she paid upon the HELOC as defined in the Complaint.

d) With regard to interrogatory numbers 12, 13, and 14, Defendant shall state the amount of money she received from the sale of the Subject Property, as defined by the Complaint; Defendant shall state whether she received a check or wire transfer from the sale of the Subject Property containing the proceeds of sale and shall identify the check or wire transfer number; Defendant shall identify any bank account titled in her name in which the proceeds of sale from the Subject Property were deposited and if the said proceeds are still located in said bank account; Defendant shall identify any real or personal property of which Defendant has purchased with the proceeds of sale of the Subject Property; Defendant shall state any significant purchases or payments Defendant has made using the proceeds of sale of the Subject Property; and Defendant shall state the amount of cash still in her possession and control which originally constituted the proceeds of sale of the Subject Property.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

Charleston, SC
June 19, 2018

CERTIFICATE OF SERVICE

I certify that on this 19 day of June, 2018, a copy Plaintiffs Memorandum in support of Plaintiff's Motion to Compel was hand delivered to:

Bruce A. Berlinsky
PO Box 206
Charleston, SC 29402
Attorney for Bridget D. Inman

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

EXHIBIT A

THE LAW OFFICE OF
DAVID CONOR KEYS LLC
PO BOX 14225 CHARLESTON, SC 29422
CONOR@DCONORKEYSLAW.COM
843-906-3998

January 26, 2018

Bruce A. Berlinskey
PO Box 206
Charleston, SC 29402

RE: Family Services, Inc., Conservator for Muriel W. Clarkin v. Patricia Clarkin Smith
Case No. 2017-CP-10-5426

Bruce:

Enclosed please find for service upon, Defendant, Bridget D. Inman, Plaintiff's First Set of Interrogatories, Requests for Production of Documents, and Requests for Admission.

With kind regards,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

Enclosures:
(as stated)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	
Plaintiff,	)	**FIRST SET OF INTERROGATORIES**
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	
	)	

TO: BRUCE A. BERLINSKY, ATTORNEY FOR DEFENDANT BRIDGET D. INMAN

Plaintiff Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") by and through their undersigned counsel and pursuant to Rule 33, of the South Carolina Rules of Civil Procedure requests that Defendant, Bridget D. Inman (hereinafter "Defendant") answer the following interrogatories separately and fully in writing within thirty (30) days of the date of service hereof.

In answering these interrogatories, furnish all information available to Defendant, including information in the possession of your attorney, their investigators, or any person acting on your behalf and not merely such information as is known to your own personal knowledge. If you cannot answer any part of these interrogatories in full after exercising due diligence to secure the information requested, state and much and answer the remainder of the interrogatory as fully as possible, stating whatever information or knowledge you have concerning the unanswered or partially unanswered portion of the interrogatory.

These interrogatories are to be considered to be continuing and you are requested to provide, by way of supplementary answers, such additional information as you or any person acting on your behalf may obtain that will augment or modify your initial answers. Please treat these interrogatories as requests for production of documents under Rule 34, South Carolina Rules of Civil Procedure, where specific requests for production are made.

As used herein, the following terms shall have the meanings indicated below:

"You"- and all of its forms such as "Your" means Bridget D. Inman;

"Subject Property" – means 316 Elrod Drive Goose Creek, SC 29445, bearing TMS # 235-14-04-004;

"HELOC" – means the note and mortgage executed by Muriel W. Clarkin on or about July 17, 2006 for $100,000 equity line as well as the modification executed by Muriel W. Clarkin on or about July 7, 2008 which increased the equity line limit to $150,000.

INTERROGATORIES

1. Give the names and addresses of persons known to the party or counsel to be a witness concerning the facts of this case and/or persons You intend to use as a witness at a trial in this matter and indicate whether or not written or recorded statements have been taken from the witness and indicate who has possession of such statements.

2. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of the party that relate to the claim or the defense in the case. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

3. List the names and addresses of any expert witness whom the party proposes to use as a witness at the trial of the case.

4. For each expert witness identified in Interrogatory No. 3, provide a brief summary of the opinion(s) you anticipate the expert will render in this case.

5. For each person known to the parties or counsel to be a witness concerning the facts of the 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 witness.

6. List all exhibits you propose to introduce into evidence at trial. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

7. If a defendant is improperly identified, give the property identification and state whether you will accept service on an amended summons and pleading reflecting the correct information.

8. Please state all information, knowledge, and documentation in Your possession or control about how You came to purchase the Subject Property, including: all costs paid for the purchase of the Subject Property; the purchase price; whether you executed a note and mortgage upon the Subject Property; how and from where you received the purchase money for the Subject Property; and the means by which the purchase money was transmitted to the seller of the subject property on the purchase date. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

9. Please state in Your own words the agreement you believe you have with Muriel W. Clarkin to repay the money your borrowed to purchase the Subject Property and whether said

agreement was ever memorialized. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

10. Please identify every payment you have made upon the HELOC from 2008 to present. For each payment please state the date the payment was made; the method of payment; the person or entity to whom the payment was made; and the amount of the payment. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

11. For the time period from 2008 to present please identify every tax year that You claimed a deduction upon your taxes for any interest payments You made upon the HELOC. For each year identified please state the amount of interest declared paid by You. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

12. Please state the date you sold the Subject Property; the amount you sold the Subject Property for the; all costs you paid pursuant to the sale of the Subject Property; and the amount of the sale proceeds You received from the sale of the Subject Property; and whether the sale proceeds were transmitted to a bank account owned by You. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

13. If the proceeds from Your sale of the Subject Property were transmitted to a bank, please state the date of the transmission; the amount of the transmission; the full account number of the bank account; the name of the owner(s) of the account; and the name of the bank where the account is located. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

14. Please state whether after the date of the sale of the Subject Property You have used the proceeds from sale of the Subject Property to purchase any real or personal property, and/or have used the proceeds from the sale of the Subject Property to payment off or down any obligation you owe. For each purchase or payment made by You please identify the date of the payment, the amount paid, and the purpose of the payment. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically

identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

15. For the time period from February of 2017 to present please identify every bank account, and/or investment account titled in your name. For each account identified please state the current balance of the account, the full account number, and the name of the bank or investment company where it is held. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

16. Please state whether you believe you currently owe Muriel W. Clarkin any money; the amount you claim you owe; the basis for the amount you claim you owe; and whether you are in possession of all or a portion of the amount you claim you owe. For any document identified in this response please produce said document as part of Your response to Plaintiff's Requests for Production of Documents. If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory.

17. Have you withheld any information and/or documentation regarding or related to any of these Interrogatories or not produced any requested documents in response to the Requests for Production? If so, please identify the information or those documents withheld and describe the legal and/or factual basis for their non-production.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	
Plaintiff,	)	**FIRST SET OF REQUESTS FOR PRODUCTION**
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	
	)	

TO: BRUCE A. BERLINSKY, ATTORNEY FOR DEFENDANT BRIDGET D. INMAN

Plaintiff Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") by and through their undersigned counsel and pursuant to Rule 34, of the South Carolina Rules of Civil Procedure requests that Defendant, Bridget D. Inman (hereinafter "Defendant") answer the following requests separately and fully in writing within thirty (30) days of the date of service hereof.

In answering these requests, furnish all information available to Defendant, including information in the possession of your attorney, their investigators, or any person acting on your behalf and not merely such information as is known to your own personal knowledge. If you cannot answer any part of these requests in full after exercising due diligence to secure the information requested, state and much and answer the remainder of the interrogatory as fully as possible, stating whatever information or knowledge you have concerning the unanswered or partially unanswered portion of the interrogatory.

These requests are to be considered to be continuing and you are requested to provide, by way of supplementary answers, such additional information as you or any person acting on your behalf may obtain that will augment or modify your initial answers.

As used herein, the following terms shall have the meanings indicated below:

"You"- and all of its forms such as "Your" means Bridget D. Inman;

"Subject Property" – means 316 Elrod Drive Goose Creek, SC 29445, bearing TMS # 235-14-04-004;

"HELOC" – means the note and mortgage executed by Muriel W. Clarkin on or about July 17, 2006 for $100,000 equity line as well as the modification executed by Muriel W. Clarkin on or about July 7, 2008 which increased the equity limit to $150,000.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Please produce any and all copies of any information, document or agreement in your possession or control which evidence an agreement where Muriel W. Clarkin agreed to loan You money to purchase the Subject Property. In responding to this request please identify by bates number the documents you are producing in response to this request. In responding to this request please identify by bates number the documents you are producing in response to this request.

2. For the time period from February of 2017 to present, Please produce every statement from every bank account and/or investment account titled in your name. In responding to this request please identify by bates number the documents you are producing in response to this request.

3. Please produce any document in your possession which related to any claim or defense in this matter. In responding to this request please identify by bates number the documents you are producing in response to this request.

4. Please produce all documents which you intend to introduce as an Exhibit at a trial in this matter. In responding to this request please identify by bates number the documents you are producing in response to this request.

5. Please produce a copy of your most recently filed taxes as well as a copy of your taxes for every year from 2008 to present in which You declared payments of interest upon the HELOC as a deduction upon said taxes. In responding to this request please identify by bates number the documents you are producing in response to this request.

6. Please produce a proof of all payments made by you upon the HELOC. In responding to this request please identify by bates number the documents you are producing in response to this request.

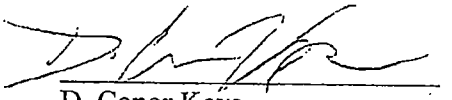
7. Please produce a copy of the documents contained in the real estate closing folder, including a HUD-1 statement for the real estate closing which resulted in the purchase of the Subject Property by You. In responding to this request please identify by bates number the documents you are producing in response to this request.

8. Please produce a copy of the a copy documents contained in the real estate closing folder, including a HUD-1 statement for the real estate closing which resulted in the sale of the Subject Property by You. In responding to this request please identify by bates number the documents you are producing in response to this request.

9. If you have withheld any documents requested in these requests under a claim of privilege, confidentiality, or otherwise, please produce a list of the documents withheld in conformity with Rule 26, SCRCP.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC



D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2016-CP-10-5426
	)	
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	
Plaintiff,	)	**FIRST SET OF REQUESTS FOR ADMISSIONS**
	)	
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	
	)	

TO: BRUCE A. BERLINSKY, ATTORNEY FOR DEFENDANT BRIDGET D. INMAN

The Plaintiff, Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff"), by and through its undersigned counsel, requires Defendant, Bridget D. Inman (hereinafter "Defendant") to respond to these Requests for Admissions hereinafter set forth within thirty (30) days after the service hereof, in accordance with Rule 36 of the South Carolina Rules of Civil Procedure.

As used herein, the following terms shall have the meanings indicated below:

"You"- and all of its forms such as "Your" means Bridget D. Inman;

"Subject Property" – means 316 Elrod Drive Goose Creek, SC 29445, bearing TMS # 235-14-04-004;

"HELOC" – means the note and mortgage executed by Muriel W. Clarkin on or about July 17, 2006 for $100,000 equity line as well as the modification executed by Muriel W. Clarkin on or about July 7, 2008 which increased the equity limit to $150,000.

REEQUESTS FOR ADMISSIONS

1. Admit that on or about July 7, 2008, You received a loan from Muriel W. Clarkin in an amount of at least $137,000, in order for You to purchase the Subject Property. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

2. Admit that from August 2008 through March of 2017, You made regular monthly payments upon the HELOC. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

3. Admit that as of March of 2014, You owed Muriel W. Clarkin more than $130,000. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

4. Admit that you sold the Subject Property on February 6, 2017 for a sales price of $100,000. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

5. Admit that you did not pay Muriel W. Clarkin any of the proceeds from the sale of the Subject Property. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

6. Admit that you still owe Muriel W. Clarkin for the money she loaned you to purchase the Subject Property. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

7. Admit that you still owe Muriel W. Clarkin more than $130,000. If you deny this request please state in detail the basis for denial, pursuant to Rule 36, SCRCP.

RESPONSE:

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that on this 26 day of January, 2018, a copy Plaintiffs First Set of Interrogatories, Requests For Production and Requests for Admissions was placed in the United States Mail postage pre-paid, addressed as follows:

Bruce A. Berlinsky
PO Box 206
Charleston, SC 29402
Attorney for Bridget D. Inman

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

EXHIBIT B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
	)	
Family Services, Inc., Conservator for Muriel W. Clarkin,	)	
	)	
Plaintiff(s)	)	
	)	**DEFENDANTS RESPONSES TO PLAINTIFFS REQUESTS FOR ADMISSION**
versus	)	
	)	
Bridget D. Inman,	)	
	)	
Defendant(s).	)	
	)	

The Plaintiff, Sasser, LLC, responding to the Plaintiff's Request for Admission would allege and show as follows:

1. Deny. I received a gift from Muriel W. Clarkin.
2. Deny. I made monthly payments upon the heloc but I did so to help my grandmother with payments although I have no legal obligation to do so.
3. Deny. There was no note or written obligation and any monies Muriel W. Clarkin gave to me was a gift.
4. Admit.
5. Deny. I had no obligation to pay Muriel W. Clarkin any of the proceeds from the sale of the subject property.
6. Deny. There is no promissory note or other legal obligation to pay Muriel W. Clarkin any money and any money she gave to me was a gift.
7. Deny. There is no promissory note or legal obligation to pay Muriel W. Clarkin any money.

Bruce A. Berlinsky
P.O. Box 206 (29402)
One Carriage Lane, Bldg. F
Charleston, SC 29407
843/852-2202
ATTORNEY FOR DEFENDANT

Charleston, South Carolina
February 20th, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
	)	
Family Services, Inc., Conservator for Muriel W. Clarkin,	)	
	)	
Plaintiff(s),	)	
	)	**CERTIFICATE OF MAILING**
versus	)	
	)	
Bridget D. Inman,	)	
	)	
Defendant(s).	)	
	)	

I, Jessica Reynolds, do hereby certify that I have this date mailed a true and correct copy of the foregoing **Defendant's Reponses to Plaintiffs First Set of Requests for Admissions**, postage prepaid, and deposited with the United States Postal Service as follows:

D. Conor Keys, Esquire
P.O. Box 14225
Charleston, SC 29422
Attorney for Plaintiff

Dated this 20th day of February, 2018.

Jessica Reynolds

EXHIBIT C

THE LAW OFFICE OF
DAVID CONOR KEYS LLC
PO BOX 14225 CHARLESTON, SC 29422
CONOR@DCONORKEYSLAW.COM
843-906-3998

February 28, 2018

Via Email
Bruce A. Berlinskey
PO Box 206
Charleston, SC 29402
Bruce@berlinskylawfirm.com

RE: Family Services, Inc., Conservator for Muriel W. Clarkin v. Bridget D. Inman
Case No. 2017-CP-10-5426

Bruce:

I am writing because I have not received, the Defendant, Bridget D. Inman's Responses to Plaintiff's First Set of Interrogatories and First Set of Requests for Production which were sent to you by letter dated January 26, 2018. If I do not receive responses within ten days of the date of this letter I will file a motion to compel.

Additionally, I am writing in regard to Defendant's Responses to Requests for Admissions. Plaintiff would assert that a number of Defendant's responses fail to comply with the Rules of Civil Procedure and are deficient or inappropriate either in whole or in part as will be more fully explained below. Please supplement Defendant's responses to the identified requests within 10 days of the date of this letter or Plaintiff will move to determine the sufficiency of the answers.

Defendants Responses to Requests for Admissions are inappropriate or deficient in regard to response numbers: 1, 2, and 5. Rule 36, SCRCP states: "The answer shall specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial shall fairly meet the substance of the requested admission, and when good faith requires that a party qualify his answer or deny only a part of the matter which the admission is requested, he shall specify so much of it as is true and qualify or deny the remainder.

1) In regard to Plaintiff's Response to Request for Admission number 1., Please admit or deny so much as whether on or about July 17, 2006, you received at least $137,000 from Muriel W. Clarkin in order for You to purchase the Subject Property, regardless of whether You would define the money received as a loan or a gift.

2) In regard to Plaintiff's Response to Request for Admission number 2., Please admit or deny so much as whether You regularly made monthly payments upon the HELOC for the time period from August 2008 through March of 2017, regardless of Your reasoning for making the payments.

5) In regard to Plaintiff's Response to Request for Admission number 5., Please admit or deny so much as whether You paid any money from the proceeds of the sale of the Subject

Property, to Muriel W. Clarkin, regardless of whether You contend You had an obligation to do so or not.

With kind regards,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

EXHIBIT D

[redacted]

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
	)	
Family Services, Inc., Conservator for Muriel W. Clarkin,	)	
	)	
Plaintiff(s),	)	
	)	**DEFENDANT'S RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**
versus	)	
	)	
Bridget D. Inman,	)	
	)	
Defendant(s).	)	
	)	

The Defendant, Bridget D. Inman, responding to the Interrogatories of the Plaintiff, Family Services, Inc., would allege and show as follows:

1. a) Bridget D. Inman
5224 Fallow Fawns Road
Hollywood, SC 29449

No written or recorded statements have been taken from any of the above witnesses at this time.

2. See responses to request for production.

3. None at this time.

4. N/A

5. Testify as to faults and circumstances set forth in Defendant's Answer.

6. None at this time.

7. N/A

8. There is no documentation evidencing any type of repayment.

9. No agreement with Muriel W. Clarkin, of any loan terms of or repayment since there was no loan. Defendant was just being nice to help her grandmother who helped her with a gift

10. See discovery responses that set forth gift payments Defendant made on HELOC as Defendant was under no obligation to make any payment on HELOC.

11. Defendant only deducted because Plaintiff sent deduction documents to her and told her to take deduction.

12. See closing documents attached to request to produce responses.

13. It is Defendants money and she does not have to account to anyone until a debt is proven.

14. It is Defendants money and she does not have to account to anyone until a debt is proven.

15. It is Defendants money and she does not have to account to anyone until a debt is proven.

16. Defendant does not owe Muriel W. Clarkin any money – no note or written obligation requiring repayment.

17. No.

Bruce A. Berlinsky
P.O. Box 206 (29402)
One Carriage Lane, Bldg. F
Charleston, SC 29407
ATTORNEY FOR DEFENDANT

Charleston, South Carolina
April 16, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-5426
	)	
Family Services, Inc., Conservator for Muriel W. Clarkin,	)	
	)	
Plaintiff(s)	)	
	)	**DEFENDANTS RESPONSES TO PLAINTIFFS REQUESTS FOR PRODUCTION**
versus	)	
	)	
Bridget D. Inman,	)	
	)	
Defendant(s).	)	
	)	

The Plaintiff, Sasser, LLC, responding to the Plaintiff's Request for Admission would allege and show as follows:

1-9. a) 2008-2009 HELOC invoices from Wachovia bank

b) 2010 HELOC invoices from Wachovia bank

c) 2011 HELOC invoices from Wachovia bank

d) 2012 HELOC invoices from Wells Fargo

e) 2013 HELOC invoices from Wells Fargo

f) 2014 HELOC invoices from Wells Fargo

g) 2015 HELOC invoices from Family Services

h) 2016 HELOC invoices from Family Services

i) 2017 HELOC invoices from Family Services

j) Closing statement from sale of 316 Elrod Drive, Goose Creek, SC 29445

Bruce A. Berlinsky
P.O. Box 206 (29402)
One Carriage Lane, Bldg. F
Charleston, SC 29407
843/852-2202
ATTORNEY FOR DEFENDANT

Charleston, South Carolina
April 16, 2018

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., Conservator for Muriel W. Clarkin, Plaintiff(s), versus Bridget D. Inman, Defendant(s).	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-5426 **CERTIFICATE OF MAILING**

I, Jessica Reynolds, do hereby certify that I have this date mailed a true and correct copy of the foregoing **Defendant's Responses to Plaintiff's First Set of Interrogatories and Defendant's Responses to Plaintiff's First Requests for Production**, postage prepaid, and deposited with the United States Postal Service as follows:

D. Conor Keys, Esquire
P.O. Box 14225
Charleston, SC 29422
Attorney for Plaintiff

Dated this 17th day of April, 2018.

Jessica Reynolds

EXHIBIT E

THE LAW OFFICE OF
DAVID CONOR KEYS LLC
PO BOX 14225 CHARLESTON, SC 29422
CONOR@DCONORKEYSLAW.COM
843-906-3998

April 20, 2018

Via Email
Bruce A. Berlinskey
PO Box 206
Charleston, SC 29402
Bruce@berlinskylawfirm.com

RE: Family Services, Inc., Conservator for Muriel W. Clarkin v. Bridget D. Inman
Case No. 2017-CP-10-54.26

Bruce:

I am writing in response to, the Defendant, Bridget D. Inman's responses to Plaintiff's First Set of Interrogatories and First Set of Requests for Production which I received on or about April 20, 2018. Plaintiff would assert that Defendant's responses are deficient in part and/or in whole, and do not comply with the Rules of Civil Procedure as is explained seriatim below.

Additionally, by letter dated February 28, 2018, I sent you a letter requesting that Defendant supplement her responses to Plaintiff's Requests for Admission numbers 1, 2, and 5. To date I have still not received a response to that letter.

RESPONSES TO INTERROGATORIES

Defendants Responses to Interrogatories are inappropriate and/or deficient in regard to Interrogatory Numbers 2, 8, 10, 11, 12, 13, 14, 15, and 17.

2: The Interrogatory states: "If you respond by referring to a document produced in discovery, please specifically identify that document including a citation to bates numbers and explain how it responds to this interrogatory" The Rules state that where you refer to documents produced in response to an Interrogatory you must specifically identify the documents that are being produced which are responsive to the request and further that the specification must contain sufficient detail to identify how the records are responsive the request.

8: Defendant's response does not even address the substance of the interrogatory and fails to respond to the Interrogatory in its entirety. Please supplement Defendants response to this Interrogatory with an appropriate response.

10: Defendant failed to respond to substance of the request in nearly its entirety. Defendant needs to state the date of every payment she made, the amount, who the payment was made to, and method of payment. The Heloc monthly statements do not evidence that Defendant herself made a payment, invoices from Plaintiff do not evidence that Defendant made a payment. Further if it

is Defendant's contention that the only payments she made upon the HELOC are those evidenced by the Documents she produced please state as much.

11: Defendant response does not even address the substance of the interrogatory and fails to respond to the Interrogatory in its entirety. Please supplement Defendants response to this Interrogatory with an appropriate response.

12. The HUD statement Defendant produced states that Defendant received $99,317.71 in sale proceeds. The interrogatory asked Defendant whether Defendant Deposited that money in a bank account she owns. Defendant failed to respond to this portion of the Interrogatory.

13: Defendant's response does not even address the substance of the interrogatory and fails to respond to the Interrogatory in its entirety. Please supplement Defendant's response to this Interrogatory with an appropriate response.

14: Defendant's response does not even address the substance of the interrogatory and fails to respond to the Interrogatory in its entirety. Please supplement Defendant's response to this Interrogatory with an appropriate response.

15: Defendant's response does not even address the substance of the interrogatory and fails to respond to the Interrogatory in its entirety. Please supplement Defendant's response to this Interrogatory with an appropriate response.

17: Defendant failed to respond to the Interrogatories identified above and to produce requested documents identified below Defendant's response to this request is false and inappropriate, please supplement your response to this request.

RESPONSES TO REQUESTS FOR PRODUCTION

Defendants Responses to Requests for Production are inappropriate and/or deficient in regard to Request Numbers 1, 2, 3, 5, 6, 7, 8, and 9.

1: Documents which would be responsive to this Request but which Defendant did not produce, include but are not limited to any document evidencing how Defendant received funds from Ms. Clarkin in order to purchase the Subject Property, such as a HUD statement, documents evidencing any wire transfer, any checks evidencing receipt of the funds, etc.

2. Defendant failed to produce any documents that are responsive to this request. Please supplement this response and produce all requested documents in responsive to this request.

3. Defendant has failed to produce the vast majority of documents that would be responsive to this request. Please supplement this response and produce all requested documents in responsive to this request.

5. Defendant failed to produce any documents that are responsive to this request. Please supplement this response and produce all requested documents in responsive to this request.

6. Defendant has failed to produce the vast majority of documents that would be responsive to this request. If it is Defendant's position that she has produced all documents that would be responsive to this request, then please state as much. Please supplement this response and produce all requested documents in responsive to this request. .

7. Defendant failed to produce any documents that are responsive to this request. Please supplement this response and produce all requested documents in responsive to this request.

8. Though Defendant produced the HUD 1 statement in response to this request, Defendant did not produce a copy of any check or wire transfer evidencing receipt of the proceeds of sale. Please supplement this response and produce all requested documents in responsive to this request.

9: Defendant failed to produce documents requested as identified herein. Defendant's response to this request is false and inappropriate, please supplement Defendant's response to this request.

If Plaintiff does not receive timely appropriate supplemental responses to Defendant's Responses to Interrogatories, Production and Requests for Admissions as identified herein, then Plaintiff will seek and order from the Court compelling Defendant to respond to the requests, and will further request an award from the Court for attorney's fees Plaintiff has incurred for the time Plaintiff has spent attempting to get Defendant to provide appropriate responses to discovery in this matter.

With kind regards,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	2017
Family Services, Inc. as Conservator)	CASE NO: 2016-CP-10-5426
For Muriel W Clarkin,)	
)	**MEMORANDUM IN SUPPORT**
Plaintiffs,)	**OF MOTION TO INTERVENE**
)	
v.)	
)	
Bridget D Inman,)	
)	
Defendant.)	
)	

FILED
2019 AUG -9 AM 11:32
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Intervenor, PATRICIA CLARKIN SMITH, by undersigned counsel, offers the following Memorandum in Support of her Motion to Intervene in this matter. This matter comes before the Court upon Plaintiffs' Complaint filed October 20, 2017.

FACTUAL BACKGROUND

1. Plaintiff, Family Services, Inc, was court-appointed to be the Conservator of Muriel W. Clarkin (hereinafter "Clarkin"), who is an elderly widow and who suffers from dementia.

2. Defendant Bridget Dean Inman (hereinafter "Defendant") is a granddaughter of Clarkin and resides in Charleston County.

3. Clarkin and the Defendant entered into an agreement that Clarkin would lend Defendant money to purchase a house at 316 Elrod Drive, Goose Creek, South Carolina.

4. Clarkin agreed to take out a home equity line of credit on real property Clarkin owned located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS #532-06-00-129 (hereinafter "Mortgaged Property"), in Charleston County, in order to acquire the funds to lend to Defendant.

5. Defendant agreed to pay Clarkin back the money Clarkin lent Defendant and to make the monthly mortgage payments upon the Mortgaged Property.

6. On or about July 17, 2006, Clarkin executed a $100,000.00 note for a home equity line of credit (hereinafter "HELOC") and mortgage secured by the Subject Property to Wachovia Bank, N.A. (hereinafter "Mortgage"). The Mortgage was recorded in the RMC Office for Charleston County in Book L591, Page 244. **See July 17, 2006 Mortgage from Muriel Walsh Clarkin to Wachovia Bank for 602 Atlantic Street Property attached as Exhibit A.**

7. On or about July 7, 2008, said Note and Mortgage were modified to increase the maximum balance of indebtedness to $150,000.00 (hereinafter "Modification"), the Modification was recorded in the MC Office for Charleston County in Book E664, Page 769.

8. On July 7, 2008, Defendant purchased the real property located at 316 Elrod Drive, Goose Creek, SC 29445, bearing TMS No. 235-14-04-004 for the purchase price of $137,000.00 as evidenced by that certain deed recorded in the Register of Deeds of Berkeley County in Book 7447, Page 141 (hereinafter "Subject Property").

9. Defendant has acknowledged that the HELOC was used to purchase the Subject Property.

10. Defendant made monthly payments upon the HELOC Mortgage for a period of several years.

11. Upon information and belief, on or about April 4, 2014, the principal balance on the HELOC was $133,878.07.

12. On November 17, 2014, Muriel W Clarkin transferred her ownership of the Mortgaged Property to her daughter, Patricia Clarkin Smith (hereinafter "Smith"). **See Deed from Muriel W. Clarkin to Patricia Clarkin Smith dated November 17, 2104 and recorded in the Charleston Register of Deed on November 18, 2014 attached hereto as Exhibit B.**

13. On or about February 6, 2017, Defendant sold the Subject Property for a purchase price of $100,000.00, as evidenced by that certain deed recorded in Berkeley County Register of Deeds, in Book 2392 at Page 819.

14. On or about March 27, 2017, the principal balanced owed upon the HELOC was $131,237.90.

15. Upon information and belief, there is due a principal balance on the HELOC.

16. On October 20, 2017, Plaintiff filed a Complaint against Defendant for repayment of the HELOC loan. Causes of action include Conversion, Unjust Enrichment, Money Hand and Received, Promissory Estoppel, Quantum Meruit and Breach of Contract. **See Plaintiff's Complaint filed on October 20, 2017 with the Charleston County Civil Clerk of Court attached hereto as Exhibit C.**

DISCUSSION

SCRCP 24(a)(2) provides that anyone shall be permitted to intervene when the applicant claims an interest relating to the property or transaction which is the subject of the action and is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest, unless the applicant's interest is adequately represented by existing parties. The Rules permit liberal intervention particularly where, as here, judicial economy will be promoted by the declaration of the rights of all parties who may be affected. Berkeley Elec. Co-op., v. Town of Mount Pleasant, 302 S.C. 186, 189, 394 S.E.2d 712, 714 (1990).

Patricia Clarkin Smith has an interest relating to the Mortgaged Property and transaction, which is the subject of this litigation as Smith is the current owner of the Mortgage Property.Smith's interest is not adequately represented by the existing parties and Smith seeks to have her own counsel directly involved in this pending lawsuit.

Patricia Clarkin Smith also moves to intervene pursuant to SCRCP 24(b)(2) which provides any party may be permitted to intervene in an action when the applicant's claim or defense and the main action have a question of law or fact in common. Clarkin's HELOC loan and Defendant's default on the HELOC payments has caused the mortgage to go into arrears. There is a real possibility of foreclosure on the Mortgaged Property if Defendant's settlement monies or monetary judgment are not applied towards the HELOC loan.

Smith seeks to have any settlement proceeds from this case be applied to the HELOC payoff amount on the Mortgaged Property.

In the event that this case does not settle, Smith seeks to submit special interrogatories and/or special verdict form to the jury to determine that portion of any judgment be applied toward the HELOC which is a lien against the Mortgaged Property. Smith would ask that she be allowed to participate in the creating and selection of jury charges and special interrogatories, while not having her presence or status as an intervenor disclosed to the jury.

CONCLUSION

This Court should grant Patricia Clarkin Smith's Motion for Leave to Intervene for the limited purpose of having any settlement proceeds be applied toward the HELOC payoff amount and for permission for Smith to submit special jury interrogatories and/or special verdict form to the jury, if this case does not settle. Failure to do so will complicate any future litigation, and necessarily involve a determination of issues which this jury can determine after to listening to the evidence in this case. Moreover, the interests of judicial economy will clearly be served by having this jury determine those issues after listening to the evidence presented at trial.

WHEREFORE, Intervenor PATRICIA CLARKIN SMITH, prays

A. An Order that Defendant to pay the balance due and owing on the HELOC that is a lien On Intervenor's Mortgaged Property in the event that this case settles;

B An Order that Intervenor shall have permission to submit special jury interrogatories and/or special verdict form to the jury if this case does not settle.

C. An Order that Defendant to pay Intervenor's attorney fees and costs.

D. Such other relief as the Court deems appropriate.

Dated: August 6, 2019

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
222 West Coleman Blvd., Ste. 110

Mount Pleasant, SC 29464
Tel. No. 843-216-6161
Fax No. 843-300-1080
karen@dejonglawfirm.com
Attorney for Patricia Clarkin Smith,
Intervenor

EXHIBIT A

RECORD 449

BK L 591PG244

Return To:
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022
Parcel No:

Prepared By:

OPEN-END MORTGAGE

THIS MORTGAGE is made this day 17 July 2006 between the Mortgagor,

MURIEL WALSH CLARKIN

(herein "Borrower"), and the Mortgagee, Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, NC 0630, Charlotte, North Carolina 28288-0630 (herein "Lender").

The Lender has made a loan to Borrower the maximum indebtedness at any one time shall not exceed U.S.$ **100000.00** which loan is an open-end line of credit as evidenced by Borrower's Prime Equity Line of Credit Agreement and Disclosure Statement dated **07/17/06** and extensions, modifications and renewals thereof (herein "Note") which provides for obligatory advances of all or part of the loan proceeds from time to time, subject to provisions in the Note. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on **07/16/46**.

THIS MORTGAGE secures a Note that provides for changes in the interest rate, as more particularly described in said Note. In case of a conflict between the Note and this Mortgage governing the terms of the remedies of default or termination of advances, the terms of the Note shall control.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of **CHARLESTON**, State of South Carolina:

SEE EXHIBIT A ATTACHED.

which has the address of **602 ATLANTIC ST**
MT PLEASANT SC 29464
and Parcel No. 532-06-00-129 (herein "Property Address");

RECORD 450

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Obligation to Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates the right to make advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or this Mortgage. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time.

2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section 6.

b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

d) Except as provided in subsection 4(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within 30 days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this section 6, with interest thereon from the date of disbursal, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this section 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage but does not execute the Note (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

Subject to the provisions of section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Note as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and

consent, Lender may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with section 11 within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed and after or without taking such possession shall have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, Lender, or owner of the debt and this Mortgage, or auctioneer, shall execute to the purchaser for and in the name of Borrowers, a good and sufficient deed to the Property sold. Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to said Borrowers or to whomever then appears of record to be the owner of said Property. Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in section 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under section 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under section 16 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in section 16. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

19. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

20. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either

23. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

Witness

ELIZABETH M. NEIDERT
Witness Name Typed or Printed

Witness

M. ANTHONY STITH, JR.
Witness Name Typed or Printed

Muriel Walsh Clarkin [SEAL]
Borrower MURIEL WALSH CLARKIN

[SEAL]
Borrower

[SEAL]
Borrower

[SEAL]
Borrower

State of SOUTH CAROLINA

County of CHARLESTON

Before me, the undersigned Notary Public, personally appeared ELIZABETH M. NEIDERT

who being duly sworn, deposed and said that (s)he saw MURIEL WALSH CLARKIN

sign, seal and deliver the foregoing Mortgage and that (s)he, together with M. ANTHONY STITH, JR.

witnessed the execution thereof.

SWORN to and subscribed before me this ____ day of JULY, 2006

EXHIBIT A BK L 591PG249

ALL that certain lot, piece, or parcel of land, together with all buildings and improvements thereon, situate, lying and being in Mt. Pleasant Heights, Christ Church Parish Number 5, Charleston County, State of South Carolina, and known on the plat or plan of a re-suibdivision of Mt. Pleasant Heights made by J. O'Hear Sanders, Jr., January 1950, recorded in the RMC Office for Charleston County in Plat Book G, Page 99-A as Lot No. 63.

Measuring and containing in front of Atlantic Street sixty (60') feet; the same on the back line and one hundred eighty (180') feet in depth.

Butting and bounding Southeast on Atlantic Street; Northwest on a ten-foot (10') roadway; Northeast on Lot No. 64 on said plats; and Southwest on Boundary Street; all as is more fully shown on the plat herreinabove referred to and on the plat of J. O'Hear Sanders, Jr., dated January 25, 1952, which said plat is made a part and parcel of this conveyance.

BEING the same property conveyed to the Mortgagor herein by Deed of Distribution of the Estate of Muriel Monica Dean Walsh dated January 5, 1998 and recorded in the RMC Office for Charleston County in Book J295 at Page 592 on January 5, 1998.

TMS No. 532-06-00-129

BK L 591PG250

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**



FILED

July 18, 2006

2:41:28 PM

BK L 591PG244

Charlie Lybrand, Register
Charleston County, SC

Filed By:

Dodds & Hennessy, L.L.P.
Attorneys at Law
973 Houston Northcutt Blvd.
Mt. Pleasant SC 29464

DESCRIPTION	AMOUNT
	$ 12.00
Postage	
TOTAL	$ 12.00

DRAWER:

	A - bmm

DO NOT STAMP BELOW THIS LINE

EXHIBIT B

RECORD 457

BP0441484

PGS: 5

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **I, MURIEL WALSH CLARKIN,** (the "Grantor"), for and in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS, to the Grantor in hand paid, before the sealing of these presents by **PATRICIA CLARKIN SMITH** in the State aforesaid, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **PATRICIA CLARKIN SMITH,** (the "Grantee), her heirs and assigns, all my right, title and interest in and to the following described property, to wit:

See Attached Exhibit "A" for Legal Description

Grantee's Mailing Address:
602 Atlantic Street
Mt. Pleasant, SC 29464

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

TO HAVE AND TO HOLD, All and singular, the said Premises before mentioned unto the said Grantee, her heirs and assigns, forever.

AND subject to any and all Restrictive Covenants, Easements, Rights-of-Way and Conditions, the said Grantor does hereby bind herself and her heirs and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, her heirs and assigns, against herself and her heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

MWC

The singular number as used herein shall include the plural. Wherever there is reference in the covenants and agreements herein contained to any of the parties hereto, the same shall be construed to mean the parties hereto, as well as the heirs, representatives successors, and assigns of the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in her name this 17th day of November, 2014.

Witness #1 Sign Here

Muriel Walsh Clarkin
MURIEL WALSH CLARKIN

~~Notary~~ Sign Here as Witness #2

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned Witness and made oath that (s)he saw the within named Grantor, **MURIEL WALSH CLARKIN** sign, seal and as her act and deed, deliver the within written instrument, and that (s)he along with the other subscribing witness herein, witnessed the execution hereof.

signature / Witness #1

SWORN to before me this
17th day of November, 2014.

(SEAL)
Notary Public for South Carolina
My commission expires: 5/24/16

"EXHIBIT A"
LEGAL DESCRIPTION

ALL that certain lot, piece, or parcel of land, together with all buildings and improvements thereon, situate, lying and being in Mt. Pleasant Heights, Christ Church Parish umber 5, Charleston County, State of South Carolina, and known on the Plat or plan of a re-subdivision of Mt. Pleasant Heights made by J. O'Hear Sanders, Jr. dated January, 1950, recorded in the RMC Office for Charleston County, SC in Plat Book G, Page 99-A as LOT NO. 63.

MEASURING AND CONTAINING in front on Atlantic Street sixty (60') feet; the same on the back line and one hundred eighty (180') feet in depth.

BUTTING AND BOUNDING Southeast on Atlantic Street, Northwest on a ten-foot (10') foot roadway; Northeast on Lot No. 64 on said Plats; and Southwest on Boundary Street; all as is more fully shown on the Plat hereinabove referred to and on the Plat of J. O'Hear Sanders, Jr. dated January 25, 1952, which said Plat is made a part and parcel of this conveyance.

TMS # 532-06-00-129

This conveyance is subject to any and all Restrictions, Covenants, Easements, Rights-of-Way, Matters and Conditions of record affecting said property, including without limitation, the matters set forth on the Plat referred to above, as the same may affect the within property; rules and regulations of applicable governmental authorities; real property taxes for the year of delivery hereof.

This being the same property devised to Muriel Walsh Clarkin from the Estate of Muriel Monica Dean Walsh, Estate File No: 1997-ES-10-00254, pursuant to a Deed of Distribution dated January 5, 1998, and recorded on January 5, 1998, in the RMC Office for Charleston County, SC in Book J-295, Page 592; and by Deed of Muriel Walsh Clarkin to Muriel Walsh Clarkin and Patricia Clarkin Smith, as joint tenants with rights of survivorship, and not as tenants in common, dated July 30, 2013, recorded in the RMC Office for Charleston County, SC on August 7, 2013 in Deed Book 0351, Page 348.

MWC

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Date of Transfer of Title
Closing Date: 11/17/14

AFFIDAVIT

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

1. The undersigned has read the information on this affidavit and understands such information.
2. The property is being transferred by MURIEL WALSH CLARKIN to PATRICIA CLARKIN SMITH on or about November 17, 2014.
3. The Deed is _____ subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   √ exempt from the Deed recording fee because: Transfer from mother to daughter.
4. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ .00.
5. The Deed recording fee is computed as follows:
   a. $ .00 the amount listed in item #4, above
   b. $ .00 the amount listed in item #5, above (or zero)
   c. $ .00 subtract line 6b from 6a and place result her.

As required by Code Section 12-24-70, the undersigned states that he/she is a responsible person connected with the transaction as the Grantor/Grantee/Legal Representative.

6. 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: ____Yes ___ No
7. Check if property other than real property is being transferred with this deed:
   _____ Mobile Home
   _____ Other
8. Deed of Distribution, Attorney's Affidavit: In the Estate of _____, Case No. _____, personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Representative in the above Estate; and that the Grantee(s)n therein are correct and conform to the Estate file for the above named decedent.
9. The undersigned understands 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.

Muriel W Clarkin
Grantee, Grantor or Legal Representative
Muriel Walsh Clarkin
Print Name

SWORN to before me
this 17th day of November, 2014.
_____(SEAL)
Notary Public for South Carolina
My commission expires: 5/27/25

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

PATRICIA CLARKIN SMITH

602 ATLANTIC STREET
MT PLEASANT, SC 29464

RECORDED

Date:	November 18, 2014
Time:	3:45:34 PM

Book	Page	DocType
0441	484	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:
CLARKIN MURIEL W

RECIPIENT:
SMITH PATRICIA C

Original Book:

Original Page:

Note:

of Pages: 5

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ 0.50
Chattel	$ -
TOTAL	$ 10.50

DRAWER	Drawer 2
CLERK	JBA

AUDITOR STAMP HERE
RECEIVED From RMC
NOV 19 2014
PETER J. TECKLENBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MKD
DATE 11/20/14
21

0441	484	11/18/2014	5
Book	Page	Recorded Date	# Pgs

		D	15:45:34
Original Book	Original Page	Doc Type	Recorded Time

EXHIBIT C

RECORD 463

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

Family Services, Inc., Conservator for Muriel W. Clarkin
Plaintiff(s))

CIVIL ACTION COVERSHEET

2017-CP - 10- 5426

vs.

Bridget D. Inman
Defendant(s))

Submitted By: David Conor Keys
Address: PO Box 14225
Charleston, SC 29422

SC Bar #: 100148
Telephone #: 843-906-3998
Fax #:
Other:
E-mail: Conor@dconorkeyslaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply)*

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

☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION *(Check One Box Below)*

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☒ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) _____

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20____-NI-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) _____

Torts – Personal Injury
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) _____

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) _____

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) _____

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) _____

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799) _____

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) _____

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Sexual Predator (510)
- ☐ Permanent Restraining Order (680)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: _____ **Date:** 10/20/17

HELOC

FILED
2017 OCT 20 P 2:23
JEAN H. TOAL
CLERK OF COURT
CHARLESTON, SC

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Family Services, Inc., as Conservator For Muriel W. Clarkin, Plaintiff, vs. Bridget D. Inman Defendant.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2016-CP-10-5426 **SUMMONS**

FILED
2017 OCT 20 PM 2:32
JULIE J. ARMSTRONG
CLERK OF COURT

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.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

October 20, 2017
Charleston, SC

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE NO: 2016-CP-10- 5426
)	
Family Services, Inc., as Conservator)	
For Muriel W. Clarkin,)	
)	**COMPLAINT**
Plaintiff,)	
)	**(Conversion)**
vs.)	**(Unjust Enrichment)**
)	**(Money Hand and Received)**
Bridget D. Inman)	**(Promissory Estoppel)**
)	**(Quantum Meruit)**
Defendant.)	**(Breach of Contract)**
)	JURY TRIAL DEMANDED

FILED
2017 OCT 20 PM 2:33
JULIE ARMSTRONG
CLERK OF COURT

Plaintiff complains of the above-named Defendant as follows:

1. Plaintiff, Family Services Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") is a resident of Charleston County.

2. Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge.

3. Muriel W. Clarkin (hereinafter "Clarkin") is an eighty-five year old widow who has four living children, and Clarkin requires finances and funds to provide for Clarkin's necessary assisted living care.

4. Defendant Bridget Dean Inman (hereinafter "Defendant") is a granddaughter of Clarkin and resides in Charleston County.

FACTUAL ALLEGATIONS

5. Clarkin and Defendant entered into an agreement that Clarkin would lend Defendant money to purchase a house.

6. Clarkin agreed to take out a home equity line of credit out on real property Clarkin owned located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS # 532-06-00-129 (hereinafter "Mortgaged Property"), in Charleston County, in order to acquire the funds to lend to Defendant.

7. Defendant agreed to pay Clarkin back the money Clarkin lent Defendant and to make the monthly mortgage payments upon the Mortgaged Property.

8. On or about July 17, 2006, Clarkin executed a $100,000 note for a home equity line of credit (hereinafter "HELOC") and mortgage secured by the Subject Property to Wachovia Bank, NA (hereinafter "Mortgage"). The Mortgage was recorded in the RMC Office for Charleston County in Book L591, Page 244.

9. On or about July 7, 2008, said Note and Mortgage were modified to increase the maximum balance of indebtedness to $150,000 (hereinafter "Modification"), the Modification was recorded in the RMC Office for Charleston County in Book E664, Page 769.

10. Upon information and belief at or around the execution of the Modification Clarkin made an initial withdraw from the HELOC in an amount of just over $138,000.00.

11. On July 7, 2008, Defendant purchase the real property located at 316 Elrod Drive, Goose Creek, SC 29445, bearing TMS No. 235-14-04-004 for purchase price of $137, 000.00 as evidence by that certain deed recorded in the Register of Deeds of Berkeley County in Book 7447, Page 141 (hereinafter "Subject Property").

12. Defendant has acknowledged that the HELOC was used to purchase the Subject Property.

13. Defendant has acknowledged that she has an obligation to repay Clarkin for the loan used to purchase the Subject Property.

14. Defendant benefitted from owning the Subject Property by renting the Subject Property and collecting rent payments.

15. Defendant made monthly payments upon the HELOC Mortgage for a period of years.

16. If the monthly finance charge and/or interest accrued is not paid monthly on the HELOC then the principle balance of the HELOC Mortgage increases.

17. Upon information and belief a majority of the funds paid by Defendant towards monthly payments upon the HELOC have been applied to interest.

18. Upon information and belief Defendant has declared the mortgage interest she as paid on the HELOC on her taxes in the past.

19. On or about April 4, 2014, the principle balance on the HELOC was $133,878.07.

20. On or about April 25, 2014, Patricia Smith (hereinafter "Smith") daughter a daughter of Clarkin and aunt to the Defendant obtained from Clarkin $15,000.00 in the form of a cash advance upon the HELOC.

21. On or about April 25, 2014, the principle balance on the HELOC was 148,878.07.

22. Plaintiff was appointed conservator for the assets, affairs and estate of Muriel W. Clarkin by and order dated March 27, 2015, in case number 2014-GC-10-0209, by the Honorable Tamara C. Curry, Charleston Count Probate Judge.

23. Thereafter Plaintiff contacted Defendant and Smith and demand that Plaintiff and Smith pay Plaintiff monthly payments equal to the interest accruing upon the principal balance that each Defendant and Smith owed upon the HELOC.

24. Both Defendant and Smith made monthly payments to Plaintiff which Plaintiff used to make monthly payments upon the HELOC in the amount of the monthly accruing interest.

25. On or about February 6, 2017, Defendant sold the Subject Property for a purchase price of $100,00, as evidenced by that certain deed recorded in the Berkeley County Register of Deeds in Book 2392, Page 819.

26. On or about March 27, 2017, Smith made a payment to Plaintiff to apply to the HELOC in the amount of $13,097.20.

27. Plaintiff determined that Smith's March 27, 2017, payment satisfied the total amount Smith owed upon the HELOC for the April 25, 2014, $15,000 cash advance Smith received upon the HELOC.

28. In total Smith paid at or about $16,958.00 towards repayment of the HELOC.

29. On or about March 27, 2017, the principle balance owed upon the HELOC was $131,237.90.

30. In April of 2017, Plaintiff communicated to Defendant that Plaintiff has learned that Defendant had sold the Subject Property and demanded that Defendant pay to Plaintiff the proceeds Defendant received from the sale of the subject property so that Plaintiff to could apply said proceeds to the amount owed upon the HELOC.

31. Defendant has not provided Plaintiff with any of the proceeds Defendant received from the sale of the Subject Property.

32. Defendant has not made a payment to Plaintiff regarding the HELOC since at or about April 17, 2017.

33. Upon information and belief there is due at as of September of 2017, there is a principle balance on the HELOC of $131,237.90.

FOR AND AS A FIRST CAUSE OF ACTION AGAINST DEFENDANT (CONVERSION)

34. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

35. Plaintiff as conservator for Clarkin has an interest in the following:

a) $131,237.90 in principle balance which Clarkin owes upon the HELOC Mortgage which was obtained by Defendant from Clarkin on or about July 7, 2008;

b) the cost of the monthly accruing finance charges and/or interest which will accrue upon the HELOC Mortgage until it is satisfied.

36. Clarkin owned and had an interest in the funds described above.

37. Defendant converted the funds to her own use and benefit.

38. Defendant did not have permission and/or authority and retain said funds after Plaintiff has demanded their repayment and Defendant has refused to do so.

39. Defendant has acknowledged an obligation to repay said funds of Clarkin.

40. Plaintiff is entitled to and requests an award of the $131,237.90, the cost of the interest and/or finance charges incurred by Plaintiff upon the HELOC Mortgage, and legal interest upon the $131,237.90 from the dates which Defendant converted the funds to her own use and benefit.

FOR AND AS A SECOND CAUSE OF ACTION AGAINST DEFENDANT
(Unjust Enrichment)

41. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

42. Defendant has been unjustly enriched at the expense of and to the detriment of Clarkin in the amount of $131,237.90, plus the cost of the interest and/or finance charges incurred by Plaintiff upon the HELOC Mortgage.

43. Plaintiff is informed and believes that it is entitled to recover from Defendant all monies, and any improper benefit received by Defendant as a result or consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A THIRD CAUSE OF ACTION AGAINST DEFENDANT
(Money Had and Received)

44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

45. Defendant presently holds $131,237.90 in her possession or control that was received from Clarkin.

46. Defendant does not have a right to retain said money of Clarkin.

47. The money in question belongs, in equity and good conscience to Plaintiff and should not in equity and good conscience be retained by Defendant.

48. Plaintiff is informed and believes that it is entitled to recover from Defendant all money had and received by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A FOURTH CAUSE OF ACTION AGAINST DEFENDANT
(Promissory Estoppel)

49. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

50. Defendant promised to repay Clarkin the $131,237.90 still owed to Clarkin and to pay the monthly finance charge and/or interest payments upon the HELOC Mortgage in exchange for Clarkin loaning Defendant the money she borrowed from Clarkin on or about July 7, 2008.

51. Defendant has failed to pay Clarkin said money and to continue to make the monthly payments required under the HELOC Mortgage as promised.

52. Clarkin relied upon Defendant's promise.

53. Clarkin's reliance upon Defendant's promise was expected and foreseeable by Defendant.

54. Plaintiff has suffered damages as a result of Defendant's failure to pay Clarkin as promised and to make the monthly payment required pursuant to the HELOC Mortgage as Promised.

55. Plaintiff is informed and believes that it is entitled to recover from Defendant the principle owed upon the HELOC mortgage and any and all interest and/or finance charges, and/or charges fees incurred by Clarkin upon the HELOC Mortgage as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A FIFTH CAUSE OF ACTION AGAINST DEFENDANT
(Quantum Meruit)

56. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

57. Clarkin conferred upon Defendant a benefit of loaning Defendant the money to purchase the Subject property, as well as the use and benefit of the Subject Property, including rent payed to Defendant by tenants for renting the subject property.

58. Defendant realized the benefits as described above.

59. Retention of these benefits by Defendant under the conditions described above make it unjust for Defendant to retain said benefits without paying the value of said benefits.

60. Plaintiff is informed and believes that it is entitled to recover from Defendant all benefits retained by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

FOR AND AS A SIXTH CAUSE OF ACTION AGAINST DEFENDANT
(Breach of Contract and of the Covenant of Good Faith and Fair Dealing)

61. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

62. Defendant and Clarkin entered into an agreement whereby Clarkin agreed to loan Defendant the money to purchase the Subject Property in exchange for Defendant agreeing to

repay Clarkin the money loaned and to make the monthly payments required upon the HELOC mortgage.

63. Every contract has an implied duty of good faith and fair dealing.

64. Defendant breached her agreement with Clarkin as well as the implied duty of good faith and fair dealing, including but not limited to by failing to repay Clarkin $131,237.90 still owed upon the HELOC Mortgage, failing to continue to make the monthly mortgage payments required upon the HELOC Mortgage, and failing to pay Plaintiff the proceeds of sale received by Defendant for sale of the Subject Property.

65. As a result of the breach of Defendant Plaintiff has suffered damages including but not limited to continued finance charges and/or interest, and/or fees being incurred by Clarkin pursuant to the HELOC Mortgage, devaluation of the Mortgaged Property.

66. Plaintiff is informed and believes it is entitled to actual, consequential, incidental and expectation damages against Defendant in an amount determined by the trier of fact, costs, prejudgment interest, and such other and further relief as the court deems just and proper.

JURY TRIAL DEMANDED

WHEREFORE, Plaintiffs pray that this Court enter judgment against each of the named Defendant as to each of Plaintiff's above named causes of action awarding Plaintiffs actual,, incidental, consequential damages, prejudgment interest, attorneys' fees and costs and such other relief, fees and costs as may be appropriate.

[SIGNATURE BLOCK TO FOLLOW]

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

Charleston, SC
October 20, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: ~~2016~~-CP-10- 5426
	)	2017
Family Services, Inc., as Conservator For Muriel W. Clarkin,	)	
	)	**AFFIDAVIT OF KELLEY EVANS**
Plaintiff,	)	**IN SUPPORT OF THE MOTION FOR**
	)	**SUMMARY JUDGEMENT**
vs.	)	
	)	
Bridget D. Inman	)	
	)	
Defendant.	)	

FILED
2019 AUG 13 AM 10:51
JULIE J. ARMSTRONG
CLERK OF COURT
BY

PERSONALLY APPEARED before me, Kelley Evans, who being duly sworn, deposes and says as follows:

1. I am twenty-one years of age or older, legally competent to testify as to the matters contained within this Affidavit, and have personal knowledge of the facts set forth within this Affidavit.

2. I am employed as a Conservator Case Manager for Family Services Inc., and am the case manager for Muriel W. Clarkin's Conservatorship.

3. I state that during the time period from March 2015 through April 2017, Bridget Inman contacted me several times via telephone, letter and emails to request to sign over the deed for 316 Elrod Dr, Goose Creek, SC to Family Services as Conservator for Muriel Clarkin.

4. Ms. Inman consistently made monthly payments to Family Services Inc. towards Ms. Clarkin's HELOC loan between July 2015 and April 2017.

5. On April 17, 2017, Bridget Inman called me and we spoke for roughly forty minutes about Ms. Clarkin's HELOC loan. She discussed the sale of 316 Elrod Dr and offered to pay $90,000 towards the loan in exchange for forgiveness of the remaining HELOC balance. I informed Ms. Iman that we could not forgive the remaining balance because at the time of our conversation, the principle balance upon the HELOC was roughly $131,000.00.

6. As of today's date, August 12, 2019, Ms. Clarkin has $28,860.32 in funds and is facing a $2,200 monthly deficit. It is imperative that this action is resolved quickly before her funds are completely exhausted.

SIGNATURE BLOCK TO FOLLOW

AND FURTHER THE AFFIANT SAYETH NOT.

Kelley Evans for Family Services Inc.
Kelley Evans as Conservator Case Manager for
For the Conservatorship of Muriel W. Clarkin

SWORN TO before me August 12, 2019.

Angela D Edwards

Notary Public for
My Commission Expires: April 4, 2023

ELECTRONICALLY FILED - 2019 Nov 13 9:19 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

STATE OF SOUTH CAROLINA) **COUNTY OF CHARLESTON)**	**IN THE COURT OF COMMON PLEAS** **CASE NO. 2017-CP-10-5426**
FAMILY SERVICES, INC., Conservator For Muriel W. Clarkin, **Plaintiff,** **-versus-** **BRIDGET D. INMAN,** **Defendant.**	**AFFIDAVIT OF BRIDGET INMAN**

Bridget Inman, being duly sworn, states as follows:

DISCOVERY ISSUES

1. I am the defendant in this case. I am 33 years old. I am married and have two children: a boy 10 and a girl 4. We live in Hollywood, SC. I have a Bachelor's Degree in psychology from the University of South Carolina in Beaufort. I am employed by the United States Department of State in Charleston. I am competent to make the statements in this affidavit.
2. When I was served with the summons and complaint in this case in late 2017, I retained Attorney Bruce Berlinsky to represent me.
3. I met Mr. Berlinsky every time he asked me to come in. I answered all of his questions and every time he asked me to provide documents to him, I would do so as soon as possible.
4. I do not recall seeing the requests for admissions that the plaintiff served on Mr. Berlinsky although I might have. I also do not recall seeing the responses to the requests for admissions but I might have. When Mr. Berlinsky wrote the responses to the plaintiff's request to admit, I assumed he was doing it correctly. I am not familiar with the South Carolina Rules of Civil Procedure.

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5. I discharged Mr. Berlinsky as my lawyer in early September 2019 and retained Michael P. O'Connell to represent me.
6. I have been shown plaintiff's requests for admissions by my new attorney, Michael P. O'Connell and the responses Mr. Berlinsky sent to plaintiff's attorney. Number 1 is as follows: Admit that on or about July 7, 2008, You received a loan from Muriel W. Clarkin in an amount of at least $137,000, in order for You to purchase the subject property. If you deny this request, please state in detail the basis for denial, pursuant to Rule 36, SCRCP." The response Mr. Berlinsky wrote and sent to plaintiff's attorney was "Deny. I received a gift from Muriel W. Clarkin." Mr. O'Connell has advised me that the response should have been as follows: "Defendant admits receiving at least $137,000 from Muriel W. Clarkin on or about July 7, 2008 to purchase the subject property but she denies this was a loan. Muriel W. Clarkin is Defendant's grandmother and she advised Defendant she wanted to give her $137,000 as a gift so defendant could buy a home."
7. Request for Admissions Number 2 is as follows: "Admit that from August 2008 through March 2017, you made regular monthly payments on the HELOC. If you deny this request, please state in detail the basis for denial, pursuant to Rule 36, The response Mr. Berlinsky wrote and sent to plaintiff's attorney was "Deny. I made monthly payments upon the heloc but I did so to help my grandmother with payments although I had no legal obligation to do so." Mr. O'Connell advised me the response should have been "Admit, although I made these payments to help my grandmother and had no legal obligation to do so."
8. Request for Admissions Number 5 is as follows: "Admit that you did not pay Muriel Clarkin any of the proceeds from the sale of the subject property. If you deny this request, please state in detail the basis for the denial,

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pursuant to Rule 36, SCRCP." The response Mr. Berlinsky wrote was as follows: "Deny. I had no obligation to pay Muriel W. Clarkin any of the proceeds from the sale of the property." Mr.O'Connell advised me the response should have been "Admit, although I did make 3 payments to the plaintiff during February, March and April 2017 of $534.14 each from my checking account at South State Bank which is the account where the proceeds from the sale of the subject property were deposited on or about February 6, 2017. Upon information and belief, these payments were sent by plaintiff to the lending institution to whom interest payments were owed for the HELOC."

9. Mr. O'Connell has shown me the responses to plaintiff's interrogatories and requests to produce that Mr. Berlinsky sent to plaintiff's lawyer. I had never seen them before. Mr. O'Connell told me that the court rules require that I sign the responses to interrogatories under oath. My signature is not on the responses and Mr. Berlinsky never asked me to sign them.
10. At my deposition on April 9, 2019, the plaintiff's lawyer asked me to give him the HUD statement for the purchase of the "subject property" that is, the house on Elrod Drive in Goose Creek that I bought in 2008 with the funds my grandmother gave to me as a gift. I found the HUD statement and gave it to Mr. Berlinsky. It is attached to this affidavit as Ex. A. Apparently, Mr. Berlinsky never gave it to plaintiff's lawyer.
11. Mr. Berlinsky never asked me to provide him any bank statements. On November 10, 2019, Mr.O'Connell asked me to give him all of my South State Bank statements. I have always received my bank statements on line for my South State Bank Account. I went online on November 10, 2019 and the first statement I could get for 2017 was for the period February 8, 2017 through March 8, 2017.

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12. I believe the plaintiff's lawyer wants my 2017 bank statements to find out what happened to the money I received from the sale of the Elrod Drive house. The closing on that sale was on February 6, 2017. I received $99,317.71. I believe this amount was wired to my account at South State Bank on February 6, 2017. I do not think I was given a check for that amount. The account statement for the period February 8, 2017 through March 8, 2017 shows an opening balance of $99,497.03. That account statement is attached to this affidavit as Ex.B. Mr. O'Connell is providing to plaintiff's lawyer all of the bank statements for 2017 I could get online.
13. I have never gotten copies of canceled checks with my bank statements from South State Bank. The bank statements for 2017 Mr. O'Connell is giving to plaintiff's lawyer show where I spent the money from the sale of Elrod Drive although I cannot say what most of the checks were written for. There are 3 checks written on the account during February, March and April for $534.14. These were written to the plaintiff because the amounts match the invoices the plaintiff sent to me.
14. When I first met with him, I believe that I brought Mr. Berlinsky a copy of the check signed by me for $85,000 payable to my mom Muriel Kennedy dated 9/2/2017. If I did not give a copy of that check to Mr. Berlinsky the first time I met him, I gave it to him at soon thereafter. I do not remember when he asked me to give him a copy of that check but it was well after I had given it to him. I gave him another copy. Apparently, Mr. Berlinsky never gave it to plaintiff's lawyer. A copy of that check is attached as Ex. C.

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

15. The money my grandmother gave me to purchase the house on Elrod Drive in 2008 was a gift to me. During my deposition, I repeatedly stated it was a

gift. She said it was a gift when she first told me she wanted to give it to me. She never told me she expected me to repay her. I knew she borrowed money to provide this gift to me. I am not sure when I found out she used her house on Atlantic Street in Mt. Pleasant as collateral. I decided to make payments on the loan to help her out and I made a lot of them. The loan is an interest only loan until 2026. There were months when I paid more than the interest. The last payment I made was in April 2017.

16. My grandmother inherited the Atlantic Street house from her parents. I do not think it had any debt on it when she inherited it. In 2013, I understand she deeded that house to herself and my Aunt Patricia Smith as joint tenants with rights of survivorship. I also understand my aunt did not pay my grandmother for her share of Atlantic St. In 2014, my grandmother deeded her share of Atlantic Street to my aunt, again without my aunt paying my grandmother any money. My grandmother, therefore, no longer owns the Atlantic Street house, which, as I have stated above, was used for collateral to give me the money to buy Elrod Drive. My Aunt Patricia Smith owns it because my grandmother gave it to her for free.

17. My grandmother has been generous with her other children, namely my mother Muriel Kennedy and my Uncle Charlie Clarkin. I do not know what she has given my Uncle Charlie but I know she gave my mother a house on Goat Island for free and gave my mother and my Aunt Patricia Smith one-third each of a house she owned on Shem St. in Mt. Pleasant, also for free. My grandmother retained a one-third ownership right in that house. I believe it was in 2014 that my grandmother gave my Aunt Patricia Smith the one-third ownership interest in Shem St. she had retained.

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18. I mention the fact that my grandmother has given away property she owned to demonstrate that it is not unusual for her to be generous with her family, just like she was generous with me.

Bridget D. Inman

Sworn to and before me this 11th day of November, 2019.

Michael P. O'Connell
Notary for South Carolina
My Commissions Expires March 6, 2027

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EXHIBIT A

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. [redacted] (expires 11/30/2009)

B. Type of Loan			
1.☐ FHA 2.☐ RHS 3.☐ Conv. Unins. 4.☐ VA 5.☐ Conv. Ins.	6. File Number [redacted]	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
BRIDGET DEAN KENNEDY 316 ELROD DRIVE GOOSE CREEK, SC 29445	JAMES W. ELROD, JR. ASHLEY ELAINE ELROD 211 SILK OAK DRIVE MONCKS CORNER, SC 29461	

G. Property Location	H. Settlement Agent	
316 ELROD DRIVE GOOSE CREEK, SC 29445 LOT 13-C, ELDORADO AT MT. HOLLY BERKELEY COUNTY, SOUTH CAROLINA	DODDS AND HENNESSY, LLP Place of Settlement 973 HOUSTON NORTHCUTT BOULEVARD SUITE 101 MT. PLEASANT, SC 29464	I. Settlement Date 07/07/08

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	137,000.00	401. Contract sales price	137,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,764.60	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	138,764.60	420. GROSS AMOUNT DUE TO SELLER	137,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	500.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	8,071.5
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	60,628.4
		JAMES W. ELROD, SR. AND LOIS E. ELROD	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 07/07	183.73	511. County taxes 01/01 to 07/07	183.7
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT — SETTLEMENT STATEMENT — PAGE 2

L. SETTLEMENT CHARGES: File Number: A-7070-M	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price $ 137,000.00 @ 5.00 = 6,850.00		
Division of commission (line 700) as follows:		
701. $ 2,740.00 to BENCHMARK REALTY***		
702. $ 4,110.00 to DUNES PROPERTIES		
703. Commission paid at Settlement ***LESS $500.00 EARNEST MONEY DEPOSIT		
704.		6,85
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan Origination Fee % P.O.C.		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Mtg. Ins. Application Fee to		
807. Assumption Fee to		
808. TAX SERVICE FEE		
809. FLOOD CERTIFICATION FEE		
810.		
811.		
812.		
813.		
814.		
815.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @$ /day		
902. Mortgage Insurance Premium to		
903. Hazard Insurance Premium yrs. to EMPIRE FIRE & MARINE INSURANCE COMPANY	682.00	
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard Insurance mo. @$ / mo.		
1002. Mortgage Insurance mo. @$ / mo.		
1003. City property taxes mo. @$ / mo.		
1004. County property taxes mo. @$ / mo.		
1005. Annual Assessments mo. @$ / mo.		
1006. mo. @$ / mo.		
1007. mo. @$ / mo.		
1008. Aggregate Reserve for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments	0.00	
1100. TITLE CHARGES		
1101. Settlement or closing fee to		
1102. Abstract or title search to SHARON B. LANDIS	239.90	
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to DODDS AND HENNESSY, LLP		
1106. Notary fees to		200.0
1107. Attorney's fees to DODDS AND HENNESSY, LLP		
(includes above item No:)	425.00	
1108. Title insurance to CHICAGO TITLE INSURANCE COMPANY		
(includes above item No:)	407.70	
1109. Lender's coverage		
1110. Owner's coverage 137,000.00 — 407.70		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees Deed $ 10.00 ; Mortgage $; Releases $ 5.00	10.00	5.0
1202. City/county/stamps Deed $; Mortgage $		
1203. State tax/stamps Deed $ 506.90 ; Mortgage $		
1204.		506.9
1205.		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to CRENSHAW'S PEST CONTROL		125.0

RECORD 486

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EXHIBIT B

ELECTRONICALLY FILED - 2019 Nov 13 9:19 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

SOUTH STATE BANK

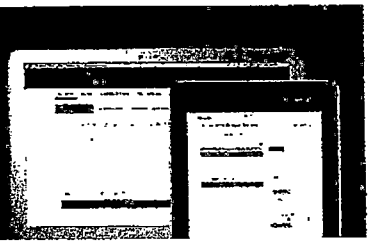
P.O. Box 118068 / Charleston, SC 29423
SouthStateBank.com / (800) 277-2175

Statement Date: 03/08/2017
Primary Account: XXXXXXXXXXXX2952
Period: 02/08/17 to 03/08/17

BRIDGET D INMAN
6296 HIGHWAY 165
RAVENEL, SC 29470-5101

Flexible, time-saving ways to access your accounts:

- eStatements
- BillPay
- Alerts
- Bank to Bank Transfers
- Mobile Banking with Mobile Deposits



Summary Of Account

Account Name	Account Number	Beginning Balance	Ending Balance
Smart Checking Account	XXXXXXXXXXXX2952	99,497.03	98,120.69

Smart Checking Account — Account: XXXXXXXXXXXX2952

Account Activity

Date	Description	Credits	Debits	Balance
02/08	Beginning Balance			99,497.03
02/17	Check # 123		534.14	98,962.89
02/21	Citadelmallsc 00011205 1987 Sam Rittenber Charlestxx8011 Pin Purch 02/19 13:34		372.12	98,590.77
02/22	Costco Gas #0360 Costco Gas #0360 Charleston Scus XX8011 Pin Purch 02/22 17:52		24.63	98,566.14
02/22	Tjmaxx #0388 1812 Sam Rittenber West Charlestscus XX8011 Pin Purch 02/22 17:39		54.21	98,511.93
02/23	XX8011 Checking W/D 02/23 07:21 South State Bk 1309 Sam Rittenbur Charleston Scu		40.00	98,471.93
02/27	Verizon Wrls 07023-01 Verizon Wrls 07023 Charlestoxx8011 Sig Purch 02/25 20:37		40.68	98,431.25
02/27	Tjmaxx #0388 1812 Sam Rittenber West Charlestscus XX8011 Pin Purch 02/25 12:46		98.64	98,332.61
03/01	Tjmaxx #0388 1812 Sam Rittenber West Charlestscus XX8011 Pin Purch 03/01 17:47		67.20	98,265.41
03/03	Tjmaxx #0388 1812 Sam Rittenber West Charlestscus XX8011 Return 03/03 10:47	71.57		98,336.98
03/03	Old Navy US 1836 Old Navy US 1836 North Charlesscuxx8011 Pin Purch 03/03 16:18		216.29	98,120.69
03/08	Total	71.57	1,447.91	

Continued

Important Information About Your Account

Unless we receive notice of any unauthorized or missing signature on any enclosed item or alteration of any enclosed item in this statement within fourteen days (14), we will consider this statement and enclosures to be correct.

What To Do If You Think You Find A Mistake On Your Ready Reserve and / or Automatic Cash Reserve Statement

If you think there is an error on your statement, write to us at:

South State Bank Attn: Loan Operations PO Box 40008 North Charleston, SC 29423

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Disclosure Statement

The average daily balance is determined by dividing the sum of the balance outstanding for each day of the monthly billing period by the number of days in the billing cycle and the daily periodic rate applied to the product to determine the amount of the FINANCE CHARGE.

In Case of errors or inquiries about your Electronic Transactions

Please call us at:
1-800-277-2175

or write to us at:
South State Bank, EFT Section, P.O. Box 100115, Columbia, SC 29202.

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 days to do this, we will recredit your account for the amount you think is in error, so you will have use of the money during the time it takes us to complete our investigation.

Documentation and confirmation of transfers

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-277-2175 to find out whether or not the deposit has been made.

Account Reconciliation

Month_____ 20_____

This form is provided to help you balance your bank statement. Match enclosed checks, charges, deposits, and withdrawals with the items in your register.

Write in your register all items which appear on this statement but have not been listed in your register. Example: Ready Reserve Transactions, Automatic Payments, Automatic Transfers, Interest Credits, Service Charges.

Check/Withdrawals not deducted

Date		Amount	
		$	
	Total Checks/Withdrawals not deducted	$	

Deposits not credited

Date		Amount	
		$	
	Total Deposits not credited	$	

Balance Computation

Add the following items	Amount	
Checking balance shown on this statement	$	
Savings balance shown on this statement		
Total deposits not credited		
Subtotal	$	
Subtract total checks/withdrawals not deducted		
Total	$	

This balance should agree with your records.

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Checks

Check No	Date	Amount	Check No	Date	Amount	Check No	Date	Amount
123	02/17	534.14						

*Indicates missing check number.

Itemization of Overdraft and Returned Item Fees

Description	Total for this Period	Total Year to Date
Total Overdraft Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

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