

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

SC Court of Appeals

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 VOLUME II

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EXHIBIT C

BRIDGET D INMAN
6296 HIGHWAY 185
RAVENEL SC 29470

130
6702512

9/2/2017 Date

Pay to the
Order of

Muriel Kennedy \$ 25,000.00
eighty five thousand dollars and no cents Dollars

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For



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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	)	PLAINTIFF'S MEMORANDUM IN
For Muriel W. Clarkin,	)	OPPOSITION TO THE MOTION TO
	)	INTERVENE FILED 8/9/19
Plaintiff,	)	
	)	
vs.	)	
	)	
Bridget D. Inman and	)	
Muriel C Kennedy	)	
	)	
Defendants.	)	

I. CONCISE SUMMARY OF THE NATURE OF THE CASE

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 "Inman") 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. On or about July 7, 2008, Clarkin made an initial withdrawal of about \$138,000.00 from the HELOC in Clarkin's name secured by real property which Clarkin owned (hereinafter "HELOC"). On July 7, 2008, Inman 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 14. Inman has acknowledge making 104 monthly

repayments towards the money Clarkin loaned Inman over the course of nearly a decade but now asserts the money she originally received from Clarkin was a gift and that the 104 consecutive monthly repayments on the money provided by Clarkin were all gifts Inman gave back to Clarkin. It is important to note and distinguish that the HELOC is not the subject of this action either. If they HELOC was the subject of this action then Wells Fargo the holder of the HELOC would be a necessary party to this action. Wells Fargo is not a party to the action because the agreement in dispute is not the HELOC. The HELOC is an agreement between Clarkin and Wells Fargo. The Agreement in dispute is between Clarkin and Inman regarding Inman repaying Clarkin for the money Clarkin lent Inman. Where Clarkin got the money she lent Inman though a tangential fact is not the subject of this action, nor is it a necessarily relevant fact to the resolution of this matter.

Patricia Smith (hereinafter "Smith") is the daughter of Clarkin and the aunt of Inman. On July 7, 2013 a deed was recorded in the RMC office of Charleston County in Book 0351 at Page 348 wherein Clarkin conveyed a half interest in real property she owned at 602 Atlantic St., Mt. Pleasant, SC 29464 (hereinafter "Atlantic St.") to Smith as a Joint Tenant with rights of survivorship. Smith took title to a half interest in Atlantic St. without paying consideration and with full knowledge that Atlantic St. was encumbered by the HELOC. In or around August of 2013 Smith began residing in the Property and began paying Clarkin monthly rent in the amount of \$450 to \$500 dollars.

On November 18, 2014, 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 Smith, Clarkin's remaining half interest in the in real property originally owned wholly by Clarkin. Clarkin was initially declared incapacitated by a Probate Court Order filed December 22, 2104. Defendant has stated in Deposition testimony that

the reason she caused the November 18th Deed to be drafted, executed and recorded was that she was concerned that Clarkin may be declared incapacitated and in which case Clarkin would not be able to sign a loan and mortgage to pay off, and/or refinance the current HELOC encumbering the Property which Smith desired to be released from the Property. The November 18th Deed was not drafted by Clarkin's Attorney Gibson in contrast to multiple previous deeds of record in Charleston County which Clarkin had drafted in recent years.

Plaintiff filed an action against Smith in October of 2017, which is currently pending before this Court in civil action number 2017-CP-10-5427, in which Plaintiff is seeking to have the November 18th Deed declared void, as well as seeking liquidated damages including but not limited to lost rent. Smith did not assert counterclaims, defenses or any allegation in 2017-CP-10-5427 in regard to the HELOC encumbering Atlantic St.

II. LEGAL DISCUSSION

This Court should deny Smith's Motion to Intervene based on three grounds. First, Smith's Motion as plead does not established the elements required by Rule 24, SCRCPP which gives the basis for a non-party to intervene in matter. Second, and incorporated within the first basis, Rule 12(b)(8), SCRCPP precludes this Court from granting Smith's Motion. Third, Smith lacks standing and a justiciable controversy.

A. Rule 24 South Carolina Rules of Civil Procedure.

“(a) Intervention of Right. Upon timely application anyone shall be permitted to intervene in an action: (1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and he 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. (b) Permissive Intervention. Upon timely application anyone may be permitted to intervene in an action: (1) when a statute confers a conditional right to intervene; or (2) when an applicant's claim or defense and the main action have a question of law or fact in common.” Rule 24, SCRCP. “Accordingly, [Smith] must: (1) establish timely application; (2) assert an interest relating to the property or transaction which is the subject of the action; (3) demonstrate that [she] is in a position such that without intervention, disposition of the action may impair or impede [her] ability to protect that interest; and (4) demonstrate that [her] interest is inadequately represented by other parties.” *Berkeley Electric Cooperative, Inc. v. Town of Mt. Pleasant*, 302 S.C. 186, 189, 394, S.E.2d 712 (1990) (citations omitted). “Courts have 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.” *Davis v. Jennings*, 304 S.C. 502, 504, 405 S.E.2d 601 (1991) (citations omitted).

Here, both this matter and the matter Plaintiff initiated against Smith were both filed on October 20, 2017. Smith has had full and complete knowledge of this matter Since 2017 frequently inquiring of this matter to Plaintiff and/or Plaintiffs counsel over the years. However, Smith did not file this Motion to intervene until essentially two years later. Smith has asserted no reason for delaying in filing the motion. Plaintiff has already exchanged discovery in this matter with Inman and undertaken depositions. Finally, Plaintiff would be greatly prejudiced in this matter if Smith were allowed to intervene given the untimely nature of the motion, as well as cause Plaintiff further prejudice, hardship and confusion in dealing with Smith in civil action 2017-CP-10-5427, as it will

cause an unnecessary intermingling of the actions which Plaintiff has consciously sought to avoid by bringing the actions separately in the first place. Smith did not timely file the Motion.

In this case, Smith in her Motion to Intervene states that Atlantic St., is the subject of this action. Atlantic St., is not the subject of this action nor is any other real property the subject of this action. Atlantic St. maybe tangentially related to the subject of this action, however the subject to action is an alleged agreement between Clarkin and Inman whereby Clarkin loaned money to Inman as well as said money lent. Smith is not a party to that agreement and has not asserted that she is. Nor has Smith alleged or produced any evidence of a written or oral agreement whereby Smith can claim that Inman or Clarkin are obligated to pay Smith the money in dispute. Finally, the HELOC is the not the subject of this action and Smith is neither a party to the HELOC can she legally establish that she is an intended third-party beneficiary of said HELOC. Smith does not have an interest in the money or transaction which is the subject of this action.

In this case Smith cannot demonstrate that she is in a position such that without intervention in this case, disposition of the action may impair or impede here ability to protect any interest she may have in the encumbered Atlantic St, because civil action 2017-CP-10-5427 would be the appropriate case in which to address such alleged interest not this matter. Rule 12(b)(8), SCRCP states: "Every defense, in action or fact, to a cause of action in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of the pleader be made by motion: (8) another action is pending between the same parties for the same claim." Here, Plaintiff would assert that Rule 12(b)(8), SCRCP precludes Smith from intervening in this action to protect her alleged interest in Atlantic St. being encumbered by the HELOC because civil action 2017-CP-10-5427, is pending between Plaintiff and Smith and is a matter where Atlantic Street is subject

of that action. Moreover, Wells Fargo is the originator and holder and of the HELOC and Wells Fargo was an original named Defendant in civil action 2017-CP-10-5427, who appeared in that action and was subsequently dismissed by consent of all parties, including Smith. If Smith has or had an alleged interest or claim in the HELOC, an agreement between Clarkin and Wells Fargo, which encumbers Atlantic St., then civil action 2017-CP-10-5427 is the appropriate action to assert that interest not this Action. Therefore, Smith cannot show disposition of this action without Smith's intervention will impair her ability to protect her alleged interest in Atlantic St. and/or the HELOC encumbering Atlantic St.

Finally in this case, because Smith cannot establish an interest in the money or transaction which is actually the subject of this action then it is unnecessary to determine whether the existing parties to this action adequately represent Smith's interest in this action, because Smith does not actually have an interest in this action.

B. Standing and a Justiciable Controversy.

Before any action can be maintained, a justiciable controversy must be present. A justiciable controversy is a real and substantial controversy appropriate for judicial determination, as opposed to a dispute or difference of a contingent, hypothetical or abstract character. A justiciable controversy exists when a concrete issue is present, there is a definite assertion of legal rights and a positive legal duty which is denied by the adverse party. The concept of justiciability encompasses the doctrines of ripeness, mootness, and standing." *Sloan v. Greenville County*, 356 S.C. 531, 546-47, 590 S.E.2d, 338 (Ct. App. 2003) (citations omitted). A plaintiff must have standing to institute an action. "To have standing, one must have a personal stake in the subject matter of the lawsuit." "To have standing ... one must be a real party in interest. A real party in interest is one who has a real, material, or substantial interest in the subject matter of the action, as

opposed to one who has only a nominal or technical interest in the action. *Id. at 547* (Citations Omitted).

In this case Smith's assertion for why she should be entitled to intervene is at best a dispute or difference of a contingent, hypothetical or abstract character. Smith cannot establish a legal right she has in the agreement between Clarkin and Inman, nor can Smith establish a positive legal duty Clarkin or Inman had to Smith regarding said money in dispute. The subject matter of this action is the agreement between Clarkin and Inman and the money lent. The subject matter of this action is not Atlantic St. nor the HELOC. Moreover, Smith cannot even establish that she has a legal right regarding the HELOC. Smith does not have a personal stake in the subject matter of this suit and as such lacks standing to bring the motion to Intervene. Additionally, Smith cannot establish a legal right she has the subject matter of this suit or a legal duty which Clarkin and/or Inman owe her regarding the subject matter of this suit. Therefore, Smith cannot establish a justiciable controversy exists in her regard. Smith's Motion to Intervene should be denied for lack of standing and justiciable controversy.

CONCLUSION

For the foregoing reasons set forth herein above Plaintiff would request that this Court deny Smith's motion to intervene.

RESPECTUFLY SUBMITTED,

THE LAW OFFICE OF
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Attorney for Plaintiff

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., Conservator	)	
For Muriel W. Clarkin,	)	
	)	
Plaintiffs,	)	MURIEL C. KENNEDY'S
	)	SUPPLEMENTAL MEMORANDUM
vs.	)	IN SUPPORT OF MOTION
	)	TO DISMISS
Bridget D. Inman and Muriel C. Kennedy,	)	
	)	
Defendants.	)	
	)	

This is an action commenced by Family Services, Inc. as Conservator for Muriel W. Clarkin over a gift made to Bridget D. Inman derived from proceeds of a HELOC. Inman is Clarkin's granddaughter and Kennedy's daughter. The purpose was to assist Inman in purchasing real estate located at 316 Elrod Drive, in Berkeley County (the property). The HELOC was taken out against Muriel Clarkin's former property at 602 Atlantic Street. 602 Atlantic Street has since been conveyed away by Muriel Clarkin to her other daughter, Patricia Clarkin Smith. Neither Family Services nor Muriel Clarkin pays the payments under the HELOC and Family Services has unabashedly stated that, even if they are awarded judgment in this case, they have no intention of paying the HELOC.

DEFECTS IN THE AMENDED COMPLAINT

In it's Amended Complaint, Plaintiff has sued Muriel Kennedy under the equitable causes of action of Unjust Enrichment, Constructive Trust, and Equitable Lien as well as Civil Conspiracy and Fraudulent Conveyance.

After first offering Elrod Drive property to the Plaintiff, which offer was refused, Inman sold the property and her mother invested the majority of the proceeds in apple Stock.

In Paragraphs 87 and 88 of the Amended Complaint Plaintiff alleges as follows:

“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.)”

These allegations found within the four corners of the Amended Complaint prove Inman’s good faith offer to convey the Elrod Street property to the Plaintiff, prior to sale, therefore, all of Plaintiff’s equitable claims against Kennedy (as well as Inman) fail.

A constructive trust arises whenever the circumstances under which property was acquired make it inequitable that it should be retained by the one holding legal title. It results *from fraud, bad faith, abuse of confidence or a violation of a fiduciary duty*, which gives rise to an obligation in equity to make restitution. See Carolina Park Associates, LLC vs. Marino, 400 S.C. 1, 732 S.E.2d 876, 879 (2012). The equitable doctrine of unjust enrichment requires proof of three elements: 1) a benefit conferred by the 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. JASDIP Properties, SC, LLC vs. Richardson, 395 S.C. 633, 720 S.E.2d 485, 489 (Ct. App. 2011).

Both of these equitable claims fail because the Plaintiff cannot possibly prove that it is either fraudulent or inequitable for Kennedy to retain the Apple stock in light of Inman’s prior good faith attempt to convey the Elrod Street property, for her grandmother’s benefit. By the

allegations in paragraphs 87 and 88, the Plaintiff has admitted both the offer and Inman's intent to benefit, rather than harm, her grandmother. If Inman did not act fraudulently, or unequitably, Kennedy has no liability, as such could only be derivative of Inman's supposed ill intent.

The complaint is a detailed "evidentiary style" complaint. It is now impossible to walk back the factual allegations demonstrating Inman's good faith and construe her offer as something sinister or fraudulent.

The claim of equitable lien does not apply here because there must be a debt, specific to the property (the Apple Stock), to which the debt allegedly attaches and an express or implied intent that the property serve as security for payment of the debt. Regions Bank v. Wingard 394 S.C. 241, 250, 715 S.E.2d 348, 353 (Ct. App. 2011). After refusal by Plaintiff of the offer of the conveyance of the Elrod Street property, there can be no express or implied intent or expectation that the property or its proceeds, serve as security for payment of any debt.

The same logic applies to the claims of fraudulent conveyance and civil conspiracy, both of which would require proof of intent by Kennedy (and Inman) to defraud or harm Clarkin, which is absolutely negated by Inman's unconditional offer to convey the property for Clarkin's benefit.

STANDING

Since Clarkin no longer has an interest in the property upon which the HELOC was taken out, neither she nor her conservator has standing to pursue this action.

To have standing, one must be a real party of interest. A real party in interest is one who has a real, material, or substantial interest in the subject matter of the action, as opposed to one who only has a nominal or technical interest in the action. Mullherran-Howell vs Cobb, 362 S.C. 588, 597 – 598, 608 S.E.2d 587 (2005).

Without standing the court has no subject matter jurisdiction. See Lennon vs. Coastal Council, 330 S.C. 414, 498 S.E.2d 906 (Ct. App. 1998).

Plaintiff simply has no standing to sue for assets in the hands of a third party, derived from a HELOC loan that Plaintiff is not paying, and secured by property Plaintiff does not own.

CONCLUSION

Third Party Defendant's Motion to Dismiss should be granted.

Respectfully submitted by,

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ATTORNEY FOR PLAINTIFF

June 19, 2020
Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
Family Services, Inc., as Conservator
For Muriel W. Clarkin,

Plaintiff,

vs.

Bridget D. Inman and
Muriel C Kennedy

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2017-CP-10-5426

PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO THE MOTION TO
TO DISMISS

I. CONCISE SUMMARY OF THE NATURE OF THE CASE

Plaintiff was appointed conservator for the assets and affairs of Muriel W. Clarkin by an 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. Muriel Kennedy (hereinafter "Kennedy") is a daughter of Clarkin and the mother of Defendant Bridget Dean Inman (hereinafter "Inman") who is a granddaughter of Clarkin and resides in Charleston County.

Plaintiff plead Clarkin and Inman entered into an agreement that Clarkin would lend Inman money to purchase a house. Plaintiff further plead prior to Clarkin loaning Inman the money to purchase the Subject Property, and in order to entice, Clarkin to loan Inman the money to purchase the Subject Property, Kennedy stated to Clarkin in the presence of third parties that Kennedy would guarantee Inman's repayment of the money lent by Clarkin to Inman to purchase the Subject Property. Plaintiff plead Inman, Kennedy, and Clarkin agreed that sometime 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 Inman to purchase the Subject Property.

On or about July 7, 2008, Clarkin made an initial withdrawal of about \$138,000.00 from the HELOC in Clarkin's name secured by real property which Clarkin owned¹ (hereinafter "HELOC"). On July 7, 2008, Inman 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 evidenced by that certain deed recorded in the Register of Deeds of Berkeley County in Book 7447, Page 14.

Inman has acknowledged making 104 monthly repayments towards the money Clarkin loaned Inman, from September of 2008 until April of 2017, with the last payment made on or about April 11, 2017. However, after being served with the Summons and Complaint in this matter, Inman for the first time began asserting the money she originally received from Clarkin was a gift and that the 104 consecutive monthly repayments Inman made on the money provided by Clarkin were all gifts Inman gave back to Clarkin. On February 6, 2017, Inman sold the Subject Property for \$100,000.00.

Plaintiff plead 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

¹ The real property which secures the HELOC is 602 Atlantic St. Mt. Pleasant, SC. (hereinafter "Mortgaged Property"), which was owned in its entirety by Clarkin in 2008. August 7, 2013, Clarkin recorded a deed in the Charleston RMC Office in book 0351, page 348, devising to her other daughter Patricia Smith (hereinafter "Smith") a half interest in the Subject Property 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.

Clarkin made to Inman to purchase the Subject Property. Kennedy made representations to Ms. Evans about the payments Inman had been making pursuant to the agreement; and further stated in oral and/or written representations that as of November 25, 2014, Inman was responsible for paying off \$132,356.00 of the principle balance owed upon the HELOC at that time.

Plaintiff plead that Inman stated under sworn testimony that after selling the Subject Property and receiving the proceeds of sale of the Subject Property Inman 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 Inman. Plaintiff plead, that On November 13, 2019, Inman filed an affidavit in this matter, attaching as Exhibit "C" to said affidavit a copy of a check dated September 2, 2017, by which Inman transferred the Disputed Funds in Kennedy's Possession to Kennedy.

Plaintiff plead Inman was served with the Summons and Complaint in this action on October 31, 2017 and that 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. Plaintiff plead 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 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 Inman. Plaintiff plead Kennedy and Inman knew at the time that Plaintiff claimed Inman owed Clarkin the principle amount due upon the HELOC and further knew that Inman did not have assets sufficient to pay Plaintiff the amount Plaintiff claimed Inman owed Clarkin at the time

Inman transferred the Disputed funds in Kennedy's Possession to Kennedy. Kennedy did not receive any consideration for receipt of the Disputed funds in Kennedy's Possession.

Plaintiff plead Kennedy has paid on Inman's behalf all of the legal fees and costs owed by Inman with regard to this matter. Plaintiff plead Kennedy paid a retainer fee and further fees to Bruce Berlinksy for Mr. Berlinksy to represent Inman in this matter and/or provided funds to Inman for the purpose of Inman paying Mr. Berlinksy to represent Inman in this matter. Plaintiff further plead after Inman terminated her retainer agreement with Mr. Berlinksy, Kennedy acting on behalf of Inman paid Inman's present counsel a retainer fee and further fees for the purpose of representing Inman in this matter.

Plaintiff plead Inman and Kennedy, by and between themselves, conspired to interfere with, delay, hinder, and/or prevent Plaintiff from collecting the monies owed to Clarkin from Inman by transferring the vast majority of Proceeds of the Sale of the Subject Property from Inman to Kennedy. Plaintiff plead Kennedy has further delayed, hindered, and/or prevented Plaintiff from collecting monies claimed owed by Inman by providing funding for the legal expenses of Inman in this matter which have resulted significant unnecessary delays in the prosecution of this action. Plaintiff plead Kennedy and Inman 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 a court order requiring the disclosure.

Plaintiff plead that as a proximate result of Inman 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.

II. PROCEDURAL HISTORY

1. October 20, 2017, Plaintiff filed the Summons and Complaint in this matter.
2. December 13, 2017, Inman filed an answer in this matter without asserting any affirmative defenses.
3. January 26, 2018, Plaintiff served Inman with discovery requests, including a request to identify the location of the proceeds of sale from the Subject Property.
4. June 19, 2018, this Court issued an Order Compelling Inman to respond within 15 days to the discovery, including disclosing the location of the proceeds of sale of the Subject Property.
5. April 5, 2019 Inman finally partially complied with this Courts Order Compelling Discovery, when finally Inman stated and produced documents evidencing that Inman had given her mother Muriel Kennedy (hereinafter "Kennedy"), money from the proceeds of Sale and that Kennedy had used the money to purchase \$67,000.00 dollars of Apple stock in Kennedy's name.
6. April 8, 2018, during Inman's deposition she testified that she gave Kennedy \$85,000.00 to invest on Inman's behalf which constitutes the vast majority of the proceeds of sale of the Subject Property.
7. April 12, 2019, Plaintiff filed a motion to amend its complaint to add Kennedy as a necessary party based upon the recently disclosed information which Inman failed to disclose pursuant to Court Order for basically a year.
8. April 22, 219, this matter was called for Jury Trial for the week, but given the recent change in circumstances as a result of the motion to amend the complaint to add a necessary third party the matter did no proceed forward with trial.
9. July 29, 2019, the Motion to Amend was scheduled to be heard, but Inman and/or her counsel requested and were granted a continuance.
10. July 29, 2019, this matter was called for Jury Trial for the week, but given the pending motion to amend the complaint to add a necessary third party the matter did not proceed forward with trial.
11. August 26, 2019, the Motion to Amend was scheduled to be heard, but Inman and/or her counsel requested and were granted a continuance.
12. November 14, 2019, Order granting Plaintiff's Motion to Amend the Complaint was filed.

13. November 18, 2019, this matter was called for Jury Trial for the week, but given the recent Order permitting the amendment of the complaint to add a necessary third party the matter did not proceed forward with trial.

14. December 30, 2019, Inman responding to the amended complaint, filed a Motion to Strike.

15. February 25, 2020, Kennedy filed this Motion to Dismiss Plaintiff's asserted causes of action against Kennedy for Equitable Lien, Fraudulent Conveyance, Civil Conspiracy, Constructive Trust, and Unjust Enrichment.

III. LEGAL DISCUSSION

STANDARD

"A ruling on a motion to dismiss pursuant to Rule 12(b)(6) must be based solely on the factual on the factual allegations set forth in the complaint, and the court must consider all well pled allegations as true." *Fabian v. Lindsay*, 410 S.C. 475, 481, 765 S.E.2d 132, 136 (2014) (citations omitted). This court must "construe the complaint in a light most favorable to the non-movant and determine if the 'facts alleged and the inferences reasonably deducible from the pleadings would entitle the plaintiff to relief on any theory of the case.'" *Id* (quoting *Williams v. Condon*, 347 S.C. 227, 233, 553 S.E.2d 496, 499 (Ct. App. 2001)). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff, would entitle plaintiff to relief on any theory, dismissal under Rule 12(b)(6) is improper." *Id*. "Furthermore, the complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action." *Spence v. Spence*, 368 S.C. 106, 116-17, 628 S.E.2d 689, 874 (2006).

First, it is important to note and distinguish that the HELOC is not the subject of this action. Further the Mortgaged Property securing the HELOC (see footnote 1 above) is not relevant to and has no bearing on the causes of actions asserted in this matter. The only individuals or entities who are a party to the HELOC agreement are Clarkin and Wells Fargo. Inman and

Kennedy are not a party to the HELOC agreement and Plaintiff does not assert that Inman or Kennedy have an obligation to pay Wells Fargo pursuant to the terms of the HELOC. If the HELOC was the subject of this action then Wells Fargo the holder of the HELOC would be a necessary party to this action. Wells Fargo is not a party to the action because the agreement in dispute is not the HELOC. Moreover, Wells Fargo is not a necessary party to this action because no matter what the outcome of a final determination of the merits in this matter, that final determination will have no bearing on Wells Fargo's rights and interests under the terms of the HELOC.

The agreement in dispute in this matter is the existence of Inman's obligation to repay Clarkin for the funds Clarkin lent Inman in order to purchase the Subject Property, and if this Court finds that obligation exists then there is a second issue of determining Kennedy's obligation to repay those funds as well, and in relation to Inman's obligation. The fact that Clarkin originally procured those funds from the HELOC and the fact that Inman made monthly payments for years that were applied to the HELOC though relevant and related to issues before the Court still do not transform the obligation at issue in this matter into the obligation under the HELOC. The HELOC is relevant to this matter for determining the amount owed under the obligation of Inman to Clarkin, but the HELOC itself is not the obligation in dispute.

The heart of this matter is simple: does Inman owe Clarkin an obligation to repay the funds she received from Clarkin to purchase the Subject Property, and if so what are Kennedy's obligations as well, in relation to Inman's obligation?

Kennedy in her motion to dismiss attempts an exercise in legal gymnastics by putting on a red herring show for this Court, attempting to bootstrap together baseless alleged factual defenses

based upon underlying facts which have no bearing or relevancy to this matter. The grounds Kennedy asserts as the basis for her motion to dismiss are as follows:

A) PLAINTIFF LACKS STANDING TO CLAIM AN INTEREST IN DISPUTE

"[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." 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)

It is worth noting that Kennedy in this argument does not even attempt address the actual issue in dispute, but instead attempts to create a distraction by asserting something which has absolutely no bearing on the issues in dispute. Namely, that at present according to the RMC office in Charleston County the Mortgaged Property is currently not titled in the name of Clarkin. Plaintiff clearly has standing under the *Lujan* test. First, 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. 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.

B) AND C) UNCLEAN HANDS

These portions of Kennedy's Motion to Dismiss perhaps are arguments based upon unclean hands, though Kennedy does not actually make reference to the term nor does she assert any elements or supporting case law in support of her contention.

"The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant." *First Union Nat. Bank of SC v. Soden*, 333 S.C. 554, 557, 511 S.E.2d 372 (Ct. App. 1998). "The expression 'clean hands' means a clean record with respect to the transaction with the defendants themselves and not with respect to others. The rule must be understood to refer to some misconduct concerning the matter in litigation of which the opposing party can, in good conscience, complain in a court of equity." *Wachovia Bank, NA v Coffey*, 398 S.C. 68, 75, 698 S.E.2d 244 (Ct. App. 2010).

In these arguments from Kennedy's motion she has failed to assert that Plaintiff act unfairly towards Kennedy in any manner, much less to the prejudice of Kennedy. There is no basis for dismissal of the causes of action against Kennedy under this theory. Moreover, Plaintiff did not act unfairly towards Inman by declining to accept a deed for the Subject Property. Plaintiff was under no obligation to do so and as such Inman could not have been prejudiced by Plaintiff declining to do so. Finally, for the record Plaintiff did not plead whether Inman's offer was conditional or not, in contrast to Kennedy's misrepresentation in her motion. Plaintiff simply stated that Inman offered to deed the Subject Property to Plaintiff and then quoted Inman's deposition testimony where Inman testified to her alleged purpose for offering to deed the Subject Property to Plaintiff.

D) CIVIL CONSPIRACY

Kennedy asserts in her motion: “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.”

“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 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).

First, Plaintiff never alleged in the Amended Complaint, in contrast to Kennedy’s assertion in her motion, that Inman’s offering to deed the Subject Property to Plaintiff would have been a benefit to Plaintiff. In fact, Plaintiff would assert exactly the opposite because that would have resulted in Plaintiff being burdened with managing a property. Further, as Plaintiff plead, when Inman did eventually sell the Subject Property a decade after she purchased it she sold it for nearly forty thousand dollars less than she purchased it for and significantly less than Inman owed Clarkin at the time.

Second, As to the first two elements of civil conspiracy Kennedy and Inman sought to injure Plaintiff by ceasing to make monthly payments upon the obligation Inman owed Clarkin, withholding the proceeds of sale of the Subject Property and then taking the overt act of transferring to the vast majority of the proceeds of sale from Inman to Kennedy for the purpose of attempting to remove the proceeds of sale from Plaintiff's reach. Within two days of Inman being served with the summons and complaint in this matter, Kennedy further sought to remove the proceeds of sale from Plaintiff's reach by converting the proceeds to stock held by a third party stock broker in Kennedy's name. Moreover, Kennedy and Inman committed further overt acts in furtherance of the conspiracy by failing to disclose that Inman had transferred the proceeds of sale to Kennedy who upon Inman and Kennedy receiving notice of this action then converted the proceeds to stock held by a third party. Inman and Kennedy committed this overt act and then further failed to disclose the overt act despite the fact that do so stood in defiance of a year old order of this Court. These over acts proximately damaged Plaintiff by delaying its ability to try this matter in spring and summer of 2019, when the case was called for trial multiple times which has resulted in further damage to Plaintiff in the form of Plaintiff having to incur additional fees and costs to amend this complaint and prosecute Kennedy. Put simply, Kennedy and Inman sought to injure Plaintiff by hiding the money in dispute from Plaintiff and failing to timely disclose that they did so in response to response to discovery requests served in January of 2018. If Inman and Kennedy had not attempted to remove the proceeds from sale Plaintiff's reach and had not attempted to hide that fact in defiance of a court order then Plaintiff would have been able to have obtained a decision on the merits in this matter a year ago. Upon information and belief Plaintiff would have been successful in recovering damages from Inman in said trial which, would have resulted in Plaintiff having access to funds a year ago which Plaintiff desperately needs to maintain

Clarkin's assisted living needs and care. However, Plaintiff currently sits incurring additional fees and costs for having to continue to prosecute this action. Now Plaintiff is incurring additional fees and costs as a result of having to name Kennedy as an additional defendant in this matter. These are fees and costs which Plaintiff would not have had to incur if this matter was tried a year ago, as it would have been absent Inman and Kennedy's overt acts in furtherance of their conspiracy to injure Plaintiff.

As to the third element of civil conspiracy the necessity to plead special damages separate and independent from those which would be included in its fraudulent conveyance cause of action.

In *Benedict College v. National Credit Sys*, the court addressed how attorney's fees and costs can constitute special damages in a civil conspiracy cause of action stating: "Here, the damages NCS sought under the civil conspiracy claim did not overlap with the damages sought under its breach of contract claim against the College. Under its civil conspiracy claim, NCS sought to recover "the costs and attorney's fees associated with the defense of the College's allegations. Thus, while the contract claim could be construed to seek the costs and attorney's fees NCS incurred to prosecute the College's alleged breaches of the Collection Agreement, it could not be construed to seek the costs and fees NCS incurred in defending against the College's claims. Accordingly, the circuit court erred in finding NCS's civil conspiracy claim sought the same damages as its breach of contract claim." 400 S.C.538, 546-547, 735 S.E.2d 518 (Ct. App. 2012). Moreover, attorney's fees and costs are neither recoverable damages or even awardable in a cause of action for fraudulent conveyance. *See. Judy v Judy* 403 S.C. 203, 742 S.E.2d 672 (Ct. App. 2013).

In contrast to Kennedy's assertion that the Amended Complaint alleges no special damages, Plaintiff specifically plead special damages in paragraph 123 of the Amended

Complaint. Plaintiff's special damages are the difference in attorney's fees and costs Plaintiff would have incurred in prosecuting this action against just Inman through a trial to conclusion a year ago, verse the attorney's fees and costs which Plaintiff is having to incur as a result of having to amend the complaint to name Kennedy as defendant, and prosecute this action against Kennedy. As well as the additional cost of continuing the prosecution of this action. For example the motion filing fee cost to file the amend complaint and the attorney's Plaintiff is incurring at this moment, as it counsel is drafting this memorandum in opposition to Kennedy's motion to dismiss are special damages which Plaintiff would not have incurred but for Kennedy and Inman's conspiracy to injure Plaintiff. Moreover, special damages include that delay in Plaintiff's ability to seek resolution of this matter a year ago, which Plaintiff would assert would have resulted in a judgment against Inman and Plaintiff's ability to have already procured funds it Desperately needs to provide for Clarkin's assisted living expenses and care.

IV. RESPONSE TO KENNEDY'S SUPPLEMENTAL MEMORANDUM IN SUPPORT OF THE MOTION TO DISMISS FILED 6/19/20

1. A RULING MOTION TO DIMISS MUST BE BASED SOLELY ON THE FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT.

A ruling on a motion to dismiss pursuant to Rule 12(b)(6) must be based solely on the factual allegations set forth in the complaint, and the court must consider all well pled allegations as true." *Fabian v. Lindsay*, 410 S.C. 475, 481, 765 S.E.2d 132, 136 (2014).

Kennedy in her supplemental memorandum states: "Neither Family Services nor Muriel Clarkin pays the payments on the HELOC and Family Services has unabashedly stated that, even if they were awarded judgment in this case, they have no intention of paying the HELOC." Plaintiff did not plead this in its Amended Complaint as such this alleged accusation cannot form the basis for granting this motion to dismiss.

2. INMAN'S INTENT TO HARM

The entire gravitas of Kennedy's supplemental memorandum in support of her motion to dismiss is that because Inman offered to deed the Subject Property to Plaintiff then she could not have possibly ever intended to harm Plaintiff, and as a result of that alleged lack of intent to harm on the part of Inman all of Plaintiffs causes of action against Kennedy must fail as well. One *alleged* act of good intent does not negate a subsequent act of malintent. An act such as intentionally transferring hiding the of the proceeds of sale of the Subject Property out of the reach of Plaintiff and failing to disclose the location of those proceeds.

First this appears to be some sort of an argument claiming that Plaintiff has come into this action with unclean hands, and to the extent it is, Inman's intent to harm has no bearing on determining whether Plaintiff has unclean hands. Second, not all of Plaintiff's causes of action against Inman require the element of intent to harm (such as Conversion, Money had and Received, Unjust Enrichment, Quantum Meruit, and Breach of Contract). As such the factual determination is not relevant to those causes of action. Third, Plaintiff clearly plead in multiple allegations of the Amended Complaint (see ¶¶ 31, 32, 50, 51, 71, 72, 90, 92, 103, 104, 105, 106, 108, 110, 116, 120, 122, 123) that Inman intended to harm Plaintiff through various actions and inactions. Pursuant to the standard for granting a motion to dismiss those allegations of the pleading must be deemed true. Therefore, a question of fact exists as to those causes of action asserted against Inman which require the element of an intent and harm and as such the motion must be denied.

V. RULE 11, SCRCP SANCTIONS FOR INTENTIONAL DELAY

Rule 11, SCRCP states in relevant part: "Every pleading, motion or other paper of a party represented by an attorney shall be signed. . . The written or electronic signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to

the best of his knowledge, information and belief there is good ground to support it; *and that it is not interposed for delay*. If a pleading, motion, or other paper is signed in violation of this Rule, the court, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, motion or other paper, including a reasonable attorney's fee.

Here, Plaintiff would respectfully assert that alleged grounds asserted in Kennedy's motion, which Kennedy purports form a good basis for filing this motion to dismiss are lack such legal merit that a reasonable party or counsel could not have asserted them for any reason but for an intention to further delay Plaintiff's ability to prosecute this matter. As Plaintiff has plead in its amended complaint and this memorandum the actions of Kennedy have already caused Plaintiff significant delays in its ability to prosecute this action and this motion constitutes just one more act in a long history of those acts. As such Plaintiff moves and requests of this Court that it award Plaintiff attorney's fees incurred for having to defend this motion to be paid by Kennedy or her counsel.

CONCLUSION

For the foregoing reasons set forth herein above Plaintiff would request that this Court deny Smith's motion to dismiss.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
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Attorney for Plaintiff

From: cpas@charlestoncounty.org
Sent: Wednesday, June 3, 2020 2:07 PM
To: David Conor keys
Cc: Lchapman@charlestoncounty.org
Subject: Motion "MINTER-Intervenor Motion/Intervene & Crt/Srv" for Case "2017CP1005426- Family Services Inc , plaintiff, et al VS Bridget D Inman" was added to a Motions Roster for 6/22/2020 at 9:00 AM

Motions in the above captioned case will be handled during THE WEEK OF JUNE 22, 2020 by the Honorable Judge Bentley Price. UNLESS a hearing is requested by the parties, the motion(s) will be ruled on based on the submitted briefs. Briefs are due by 5pm on Friday, June 19th. Please send the briefs to Judge Price's Law Clerk at the email address below:

bpricelc@sccourts.org

IF a hearing is being requested, please also advise the Law Clerk if a Court Reporter and/or interpreter is needed.

From: David Conor keys
Sent: Monday, June 22, 2020 11:29 AM
To: Price, Bentley Law Clerk (Juliana Beeks); Michael O'Connell; Kerry Koon; karen@dejonglawfirm.com
Subject: Family Services v. Inman 17-CP-10-5426

Julie

Attached is Plaintiff's Amended Memorandum with Exhibits in opposition to Patricia Smiths Motion to Intervene.

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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	)	PLAINTIFF'S AMENDED
For Muriel W. Clarkin,	)	MEMORANDUM OPPOSITION TOTHE
	)	MOTION INTERVENE FILED 8/9/19
Plaintiff,	)	
	)	
vs.	)	
	)	
Bridget D. Inman and	)	
Muriel C Kennedy	)	
	)	
Defendants.	)	
_____	)	

I. ORDER DISQUALIFYING COUNSEL

Movant's counsel Karen DeJong (hereinafter "DeJong") was substituted as counsel for Patricia Smith (hereinafter "Smith") in place of Alan Toporek, by an order filed May 23, 2019, in civil action number 2017-CP-10-5427, which is still pending at present. Plaintiff, Family Services, Inc., as Conservator for Muriel W. Clarkin (hereinafter "Plaintiff") filed on a motion on July 10, 2019, to disqualify DeJong as counsel for Smith, in that matter, on the grounds that DeJong acted as a mediator for the parties in the Conservatorship Probate case number 2014-GC-10-0209, which remains active and which Plaintiff, Smith and defendant Muriel Kennedy (hereinafter "Kennedy") are all parties. DeJong filed this Motion to Intervene on behalf of Smith on August 9, 2019. By Order filed October 10, 2019, the Honorable Roger M. Young, Sr. order DeJong disqualified as counsel, stating "As for Plaintiff's Motion to Disqualify Counsel, Attorney DeJong is hereby disqualified as counsel for Smith because Attorney DeJong previously acted as a mediator in a related action." The probate matter 2014-GC-10-0209, has the same relation to this matter as civil action 2017-CP-10-5427, and therefore Plaintiff would assert that it is an appropriate for DeJong

to proceed forward acting as counsel for Smith with regard to this Motion before the Court, just as Judge Young ruled it was inappropriate for DeJong to represent Smith in 2017-CP-10-5427, which Plaintiff filed against Smith contemporaneous to Plaintiff filing this matter.

This Motion was previously scheduled to be heard 11/12/19 and 12/16/19, but was continued at the request of DeJong as counsel for Smith. The motion was then set again for 3/23/20, but continued in relation to Covid 19. Each time this motion has been set to be heard Plaintiff's counsel has reached out to DeJong and asked if she intended to withdraw as counsel for the motion or inform the Court of Judge Young's Order disqualifying her counsel in case 2017-CP-10-5427 (See **Exhibit "A"** attached hereto and incorporated herein by reference). Upon information and belief DeJong has never notified this Court of the issue which Plaintiff would assert precludes her from arguing this Motion before this Court.

II. CONCISE SUMMARY OF THE NATURE OF THE CASE

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 "Inman") is a granddaughter of Clarkin and resides in Charleston County. Smith and Kennedy are the daughters of Clarkin and Kennedy is the mother of Inman. At this point it is a matter of public record that Inman and Kennedy do not have the warmest relationship with Smith.

Plaintiff has alleged Clarkin and Defendant entered into an agreement that Clarkin would lend Inman money to purchase a house. On or about July 7, 2008, Clarkin made an initial

withdrawal of about \$138,000.00 from a HELOC in Clarkin's name (hereinafter "HELOC"). The HELOC is secured by real property which Clarkin owned located 602 Atlantic St., Mt. Pleasant, SC 29464 (hereinafter "Atlantic St.").¹ On July 7, 2008, Inman purchased the real property located at 316 Elrod Drive, Goose Creek, SC 29445, bearing TMS No. 235-14-04-004 (hereinafter "Subject Property") 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 14. Inman has acknowledge making 104 monthly repayments towards the money Clarkin loaned Inman over the course of nearly a decade but now asserts the money she originally received from Clarkin was a gift and that the 104 consecutive monthly repayments on the money provided by Clarkin were all gifts Inman gave back to Clarkin.

First, it is important to note and distinguish that the HELOC is not the subject of this action. Further Atlantic St., is not relevant to and has no bearing on the causes of action asserted in this matter. The only individuals or entities who are a party to the HELOC agreement are Clarkin and Wells Fargo. Inman, Kennedy and Smith are not a party to the HELOC agreement and Plaintiff does not assert that Inman, Kennedy, or Smith have an obligation to pay Wells Fargo pursuant to the terms of the HELOC. If the HELOC was the subject of this action then Wells Fargo the holder of the HELOC would be a necessary party to this action. Wells Fargo is not a party to the action because the agreement in dispute is not the HELOC. Moreover, Wells Fargo is not a necessary

¹ Atlantic St. was owned in its entirety by Clarkin in 2008. August 7, 2013, Clarkin recorded a deed in the Charleston RMC Office in book 0351, page 348, devising to Smith a half interest in the Subject Property 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.

party to this action because no matter what the outcome of a final determination of the merits in this matter, that final determination will have no bearing on Wells Fargo's rights and interests under the terms of the HELOC. Wells Fargo, was a named party who appeared and filed an answer in civil action 2017-CP-10-5427, but was dismissed from the action by the same Consent Order filed May 23, 2109, which substituted Karen DeJong in place of Alan Toporek as counsel for Smith.

The agreement in dispute in this matter is the existence of Inman's obligation to repay Clarkin for the funds Clarkin lent Inman in order to purchase the Subject Property, and if this Court finds that obligation exists then there is a second issue of determining Kennedy's obligation to repay those funds as well, and in relation to Inman's obligation. The fact that Clarkin originally procured those funds from the HELOC secured by Atlantic St. and the fact that Inman made monthly payments for years that were applied to the HELOC though relevant and related to issues before the Court still do not transform the obligation at issue in this matter into the obligation under the HELOC. The HELOC is relevant to this matter for determining the amount owed under the obligation of Inman to Clarkin, but the HELOC itself is not the obligation in dispute. Moreover, Atlantic St. has no relevance to this matter and by no possible factual interpretation could be deemed the subject of this action.

The heart of this matter is simple: does Inman owe Clarkin an obligation to repay the funds she received from Clarkin to purchase the Subject Property, and if so what are Kennedy's obligations as well, in relation to Inman's obligation?

III. LEGAL DISCUSSION

This Court should deny Smith's Motion to Intervene based on three grounds. First, Smith's Motion as plead does not established the elements required by Rule 24, SCRPC which gives the

basis for a non-party to intervene in matter. Second, and incorporated within the first basis, Rule 12(b)(8), SCRCPP precludes this Court from granting Smith's Motion. Third, Smith lacks standing and a justiciable controversy.

A. Rule 24 South Carolina Rules of Civil Procedure.

"(a) Intervention of Right. Upon timely application anyone shall be permitted to intervene in an action: (1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and he 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. (b) Permissive Intervention. Upon timely application anyone may be permitted to intervene in an action: (1) when a statute confers a conditional right to intervene; or (2) when an applicant's claim or defense and the main action have a question of law or fact in common." Rule 24, SCRCPP. "Accordingly, [Smith] must: (1) establish timely application; (2) assert an interest relating to the property or transaction which is the subject of the action; (3) demonstrate that [she] is in a position such that without intervention, disposition of the action may impair or impede [her] ability to protect that interest; and (4) demonstrate that [her] interest is inadequately represented by other parties." *Berkeley Electric Cooperative, Inc. v. Town of Mt. Pleasant*, 302 S.C. 186, 189, 394, S.E.2d 712 (1990) (citations omitted). "Courts have 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." *Davis v. Jennings*, 304 S.C. 502, 504, 405 S.E.2d 601 (1991) (citations omitted).

Here, both this matter and the matter Plaintiff initiated against Smith were both filed on October 20, 2017. Smith has had full and complete knowledge of this matter Since 2017. Smith has frequently inquired of this matter to Plaintiff and/or Plaintiffs counsel over the years, and made statements to Plaintiff's counsel that evidence Smith has kept up with the filings for the public record for this matter. However, Smith did not file this motion to intervene until two years after learning of this action and has requested a continuance of this motion multiple times. Smith has asserted no reason for delaying in filing the motion or good basis for it not having been previously heard. This matter is now three years old. Plaintiff has already exchanged discovery in this matter with Inman and undertaken depositions. Finally, Plaintiff would be greatly prejudiced in this matter if Smith were allowed to intervene given the untimely nature of the motion, as well as cause Plaintiff further prejudice, hardship and confusion in dealing with Smith in civil action 2017-CP-10-5427. Smith's intervention in this matter would cause an unnecessary intermingling of the two actions which Plaintiff has consciously sought to avoid by bringing the actions separately in the first place. Smith did not timely file the Motion.

In this case, Smith in her Motion to Intervene states that Atlantic St., is the subject of this action. Atlantic St., is not the subject of this action nor is any other real property the subject of this action. The subject of this action is an agreement between Clarkin and Inman whereby Clarkin loaned money to Inman and the amount claimed owed by Inman to Clarkin under that agreement. Smith is not a party to that agreement and has not asserted that she is. Nor has Smith alleged or produced any evidence of a written or oral agreement whereby Smith can claim that Inman or Clarkin are obligated to pay Smith the money in dispute. Finally, Smith is neither a party to the HELOC nor can she legally establish that she is an intended third-party beneficiary of said

HELOC. Smith does not have an interest in the money or transaction which are the subject of this action.

In this case Smith cannot demonstrate that she is in a position such that without intervention in this case, disposition of the action may impair or impede her ability to protect any interest she may have in the encumbered Atlantic St, because civil action 2017-CP-10-5427 would be the appropriate case in which to address such alleged interest not this matter. Rule 12(b)(8), SCRCP states: "Every defense, in action or fact, to a cause of action in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of the pleader be made by motion: (8) another action is pending between the same parties for the same claim." Here, Plaintiff would assert that Rule 12(b)(8), SCRCP precludes Smith from intervening in this action to protect her alleged interest in Atlantic St. being encumbered by the HELOC because civil action 2017-CP-10-5427, is pending between Plaintiff and Smith and is a matter where Atlantic Street is subject of that action. Moreover, Wells Fargo is the originator and holder and of the HELOC and Wells Fargo was an original named defendant in civil action 2017-CP-10-5427. Wells Fargo appeared in that action and was subsequently dismissed by consent of all parties, including Smith. If Smith has or had an alleged interest or claim in the HELOC, an agreement between Clarkin and Wells Fargo, which encumbers Atlantic St., then civil action 2017-CP-10-5427 is the appropriate action to assert that interest in. Not this action. Therefore, Smith cannot show disposition of this action without Smith's intervention will impair her ability to protect her alleged interest in Atlantic St. and/or the HELOC encumbering Atlantic St.

Finally in this case, because Smith cannot establish an interest in the money or transaction which is actually the subject of this action then it is unnecessary to determine whether the existing

parties to this action adequately represent Smith's interest in this action, because Smith does not actually have an interest in this action.

B. Standing and a Justiciable Controversy.

Before any action can be maintained, a justiciable controversy must be present. A justiciable controversy is a real and substantial controversy appropriate for judicial determination, as opposed to a dispute or difference of a contingent, hypothetical or abstract character. A justiciable controversy exists when a concrete issue is present, there is a definite assertion of legal rights and a positive legal duty which is denied by the adverse party. The concept of justiciability encompasses the doctrines of ripeness, mootness, and standing." *Sloan v. Greenville County*, 356 S.C. 531, 546-47, 590 S.E.2d, 338 (Ct. App. 2003) (citations omitted). A plaintiff must have standing to institute an action. "To have standing, one must have a personal stake in the subject matter of the lawsuit." "To have standing ... one must be a real party in interest. A real party in interest is one who has a real, material, or substantial interest in the subject matter of the action, as opposed to one who has only a nominal or technical interest in the action. *Id. at 547* (Citations Omitted).

In this case Smith's assertion for why she should be entitled to intervene is at best a dispute or difference of a contingent, hypothetical or abstract character. Smith cannot establish a legal right she has in the agreement between Clarkin and Inman, nor can Smith establish a positive legal duty Clarkin or Inman had to Smith regarding said money in dispute. The subject matter of this action is the agreement between Clarkin and Inman and the money lent. The subject matter of this action is not Atlantic St. nor the HELOC. Moreover, Smith cannot even establish that she has a legal right regarding the HELOC. Smith took title to a half interest in Atlantic St. in 2013, without paying consideration, and with full knowledge the property was encumbered (See **Exhibit "B"**

attached hereto and incorporated herein by reference.) Smith does not have a personal stake in the subject matter of this suit and as such lacks standing to bring the motion to Intervene. Additionally, Smith cannot establish a legal right she has the subject matter of this suit or a legal duty which Clarkin and/or Inman owe her regarding the subject matter of this suit. Therefore, Smith cannot establish a justiciable controversy exists in her regard. Smith's Motion to Intervene should be denied for lack of standing and justiciable controversy.

CONCLUSION

For the foregoing reasons set forth herein above Plaintiff would request that this Court deny Smith's motion to intervene.

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

MEMO OPP INTERVENE EXHIBIT A

From: karen@dejonglawfirm.com
Sent: Wednesday, June 10, 2020 3:30 PM
To: David Conor keys
Subject: RE: Family Services v. Inman

Hi, David: I am under an Order of Protection until June 30th, probably will request hearing. Have you done a motion hearing by video yet?

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
222 West Coleman Blvd., Ste. 110 @ COLEMAN EXECUTIVE CENTER
Mt. Pleasant, SC 29464
Tel. No. ~~(843) 216-6161~~
Fax No. ~~(843) 300-1080~~
karen@dejonglawfirm.com
Complex Civil Litigation, Corporate
Law, Real Estate and Probate Law

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----- Original Message -----

Subject: RE: Family Services v. Inman
From: "David Conor keys" <conor@dconorkeyslaw.com>
Date: 6/9/20 2:38 pm
To: "karen@dejonglawfirm.com" <karen@dejonglawfirm.com>

Karen

Hope your are well. I am writing to see if you intend to request a hearing on the Motion to Intervene you filed last year in this matter. I am also writing to see if you be notifying the Court of Judge Young's Order Disqualifying you as counsel or if you intend to withdraw as counsel in this matter. Let me know thanks.

D. Conor Keys

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

MEMO OPP INTERVENE EXHIBIT A

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: Tuesday, March 17, 2020 11:20 AM

To: karen@dejonglawfirm.com

Subject: RE: Family Services v. Inman

Karen

I am writing to see if prior to a hearing on Your Motion to Intervene in this Matter you intend to bring to the Court's attention Judge Young's order disqualifying you as counsel in Ms. Smith's matter. Please let me know, because if you do not intend to do so, I will make the Court aware a couple of days prior to the hearing. I believe at present that motion is scheduled for next week on 3/24.

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

MEMO OPP INTERVENE EXHIBIT A

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

D. Conor Keys

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David Conor Keys, LLC

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Charleston, SC 29422

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From: David Conor keys

Sent: Friday, December 13, 2019 3:38 PM

To: karen@dejonglawfirm.com

Subject: Re: Family Services v. Inman

It's Tuesday and don't quote me but I think 11:30. Are you going to move to withdraw as counsel, because I will bring up judge young's order in the other matter.

MEMO OPP INTERVENE EXHIBIT A

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

Get Outlook for iOS

From: karen@dejonglawfirm.com <karen@dejonglawfirm.com>

Sent: Friday, December 13, 2019 3:29:40 PM

To: David Conor keys <conor@dconorkeyslaw.com>

Subject: Family Services v. Inman

Hi, David: What time is the hearing on Monday for my Motion to Intervene?

Karen M. DeJong, Esq.

DeJong Law Firm, LLC

222 West Coleman Blvd., Ste. 110 @ COLEMAN EXECUTIVE CENTER

Mt. Pleasant, SC 29464

Tel. No. (843) 216-6161

Fax No. (843) 300-1080

karen@dejonglawfirm.com

Complex Civil Litigation, Corporate

Law, Real Estate and Probate Law

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MEMO OPP INTERVENE EXHIBIT A

Memorandum for the Court

MEMO OPP INTERVENE EXHIBIT B

Family Services, Inc vs.
Patricia Clarkin Smith

Patricia Clarkin Smith
July 24, 2018

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1 Q. Okay. Tell me about that. Who were
2 the -- who was given power of attorney?

3 A. Muriel is power of attorney and I am
4 successor power of attorney, in the event she is
5 unable to fulfill her duties and obligations as
6 POA.

7 Q. Okay. And that was what your mother
8 wanted?

9 A. That day.

10 Q. Okay.

11 A. That was what she wanted, and that's
12 what she wanted back in 2007 or '08.

13 Q. August 7, 2013, Attorney Gibson deeds
14 the 602 Atlantic to you and your mother as joint
15 tenants with right of survivorship, correct?

16 A. That was an uncomfortable day. That
17 was one year after -- that was one year to the
18 month after Muriel -- so yes, correct. But it was
19 supposed to be 100 percent. But once again, the
20 lien wasn't satisfied.

21 Q. Okay. So tell me more about that.

22 A. Okay. Muriel and Bridget, the first
23 time around in 2012 had just begged for more time.
24 The market was soft, upsidedown. They had paid a
25 hundred thirty-five for the house. It wasn't worth

MEMO OPP INTERVENE EXHIBIT B

Family Services, Inc vs.
Patricia Clarkin Smith

Patricia Clarkin Smith
July 24, 2018

87

1 a hundred and thirty-five. Only around a hundred,
2 or so, give or take.

3 And then it was -- the story was, okay,
4 the tenants are going to buy it. Because the clock
5 is ticking. I'm getting more and more anxious.
6 Teacher contracts come out March 15th. I didn't
7 want to sign one. I'm getting more and more
8 anxious come March 2013. I wanted my loan with
9 Wells Fargo done. And the tenants were going to
10 buy it. Okay. So I had to sign my teacher
11 contract. And now here comes summer, and --

12 Q. By the tenants are going to buy, you
13 mean buy Bridget's house?

14 A. Bridget only lived there a couple of
15 years, and then she turned it into an
16 income-producing rental and did not -- and only
17 made interest-only payments, except for maybe a
18 couple of thousand at the most.

19 Q. Okay. Let's get back to the deed. It
20 was supposed to be a hundred?

21 A. It was supposed to be 100 percent. But
22 once again, the tenants did not buy the house, and
23 Bridget couldn't sell it, she was too upsidedown,
24 and now it's really starting to hit the fan. So I
25 only took 50 percent so that we could get --

MEMO OPP INTERVENE EXHIBIT B

Family Services, Inc vs.
Patricia Clarkin Smith

Patricia Clarkin Smith
July 24, 2018

88

1 remember, I had my own house, the Smith family
2 home, and I sold it to John July 2012 when I did
3 the legal separation, thinking it was a clear lien,
4 the lien was gone, without checking. Just
5 assuming --

6 Q. The lien on 602 Atlantic?

7 A. Right.

8 And so I don't take it. Mac prepared
9 two deeds. You can ask him. Or he was told to.
10 That's how we found out there was a lien.

11 Q. Okay. Why did you not do the 100
12 percent?

13 A. Because, once again, it would have
14 triggered -- as we understood it, it would have
15 triggered Wells Fargo saying, okay, there is a new
16 owner of this property. Pay up in 30 days.

17 Q. Okay.

18 A. Okay. As we understood it.

19 So this is August 2013. I'm already in
20 for the contract.

21 Q. What contract?

22 A. Teaching contract. I mean, I signed it
23 March 15. So I'm stuck for the year. And so
24 Bridget is begging for more time, saying -- and so
25 I took 50 percent so that we could get the primary

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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

Plaintiff,

v.

Patricia Clarkin Smith and Wells
Fargo Bank, NA,

Defendants.

) IN THE COURT OF COMMON PLEAS

) CASE NO.: 2016-CP-10-5427

**ORDER GRANTING PLAINTIFF'S
MOTION TO DISQUALIFY COUNSEL
AND CONTINUING MOTION TO
ENFORCE SETTLEMENT**

On August 30, 2019 this matter came before the Court on two Motions. The Court heard Plaintiff's Motion to Enforcement Settlement, and Plaintiff's Motion to Disqualify Karen DeJong as Counsel for Patricia Clarkin Smith. After hearing arguments, and reviewing the matters, the Court rules as follows:

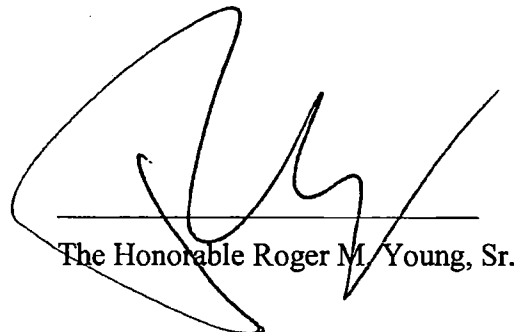
As for Plaintiff's Motion to Disqualify Counsel, Attorney Karen DeJong is hereby disqualified as counsel for Patricia Clarkin because Attorney DeJong previously acted as a mediator in a related action. Defendant Patricia Clarkin Smith has 30 days from this Order to obtain a new attorney for this matter.

As to Plaintiff's Motion to Enforce Settlement, this Motion is continued until Defendant Patricia Clarkin Smith obtains a new attorney. The Clerk's Office will reschedule the Motion to Enforce Settlement after 30 days have passed.

AND IT IS SO ORDERED.

October 3, 2019

Charleston, South Carolina



The Honorable Roger M. Young, Sr.

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

June 9, 2020

Via Email and Mail
Bruce A. Berlinsky
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 to give you notice that Plaintiff's Motion for Sanctions in the above referenced matter has been rescheduled to be heard the week of June 22, 2020 by Judge Price. The Notice states that if a hearing is not requested then the motion will be ruled on based on the submitted briefs. Briefs are due by 5pm on Friday June 19th. Please send the briefs to Judge Price's Law Clerk at the email address below: bpricelc@sccourts.org. I will not be requesting a hearing for this motion, but I will be submitting a brief. If you would like to request a hearing please let the Court know.

As I previously stated to you in the correspondence dated March 6, 2020, the motion was previously heard by Judge McCoy on November 13, 2019. At the hearing Bridget Inman asserted through affidavit testimony that a number of the deleterious actions complained of in Plaintiff's motion were not a result of an act or omission on her part but were a result of your actions. Because you were not present at the hearing and had not been given notice of the hearing Judge McCoy said she could not hear the motion at that time. I asked for a continuance which she granted. The motion was then scheduled for March 24, 2020, but continued again at your request. I am writing to give you notice that Plaintiff will be seeking sanctions for actions which your former client has alleged are your fault. Please be sure to submit a brief or request a hearing if you wish to defend the motion.

With kind regards,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC



D. Conor Keys

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

March 6, 2020

Via Email and Mail
Bruce A. Berlinsky
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 to give you notice that Plaintiff's Motion for Sanctions in the above referenced matter is scheduled to be heard on March 24, 2020 at 2:30 pm. The motion was previously heard by Judge McCoy on November 13, 2020. At the hearing Bridget Inman asserted through affidavit testimony that a number of the deleterious actions complained of in Plaintiff's motion were not a result of an act or omission on her part but were a result of your actions. Because you were not present at the hearing and had not been given notice of the hearing Judge McCoy said she could not hear the motion at that time. I asked for a continuance which was granted. The motion is now scheduled for March 24, 2020. I am writing to give you notice that Plaintiff will be seeking sanctions for actions which your former client has alleged you are at fault for. Please be sure to appear if you wish to defend the motion.

With kind regards,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

From: David Conor keys
Sent: Monday, June 22, 2020 11:01 AM
To: Price, Bentley Law Clerk (Juliana Beeks); Michael O'Connell; Kerry Koon;
Bruce@berlinskylawfirm.com
Subject: Clarkin v. Inman 17-CP-10-5426 Mtn for Sanctions.

Julie

Attached to this email are all the documents Plaintiff would assert are relevant to the Motion for Sanctions scheduled to be heard on 6/24:

- 1) Motion For Sanctions Filed 4/15/19
- 2) Plaintiffs Exhibits in Support of Sanctions filed 8/29/19
- 3) Response in opposition to Defendant's Motion for Continuance filed 8/29/19
- 4) Transcript of Testimony for Motion to Compel filed 11/13/19
- 5) Affidavit of Bridget Inman in Response to Motion for Sanctions 11/13/19
- 6) Counsel's Affidavit for Attorney's fees

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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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

**RESPONSE IN OPPOSITION TO
DEFENDANT'S MOTION FOR A
CONTINUANCE OF THE MOTIONS
SCHEDULED FOR 8/30/19**

FILED
2019 AUG 29 AM 8:53
JULIE J. ARTHUR
CLERK OF COURT

TO: THE ABOVE NAMED PARTIES:

The motions, which are the subject of Defendant's Motion for a continuance are scheduled to be heard on Friday morning at 9:30 a.m. The motions were filed by Plaintiff four and a half months ago. Now, at the last minute, Defendant for second consecutive time, is requesting that the Court continue the motion hearings. Plaintiff, Family Services, Inc. is a Conservator for Muriel W. Clarkin, an elderly widow who suffers from dementia. Plaintiff filed this action in 2017 to recover \$131,237.80 plus prejudgment interest which Plaintiff claims Defendant, Bridget D. Inman owes Ms. Clarkin. Ms. Inman is Ms. Clarkin's granddaughter. Plaintiff requires the funds to pay for Ms. Clarkin's assisted living care and other necessary living expenses. The affidavit in support of Summary Judgment filed by Plaintiff on August 13, 2019 in this matter, evidences that Ms. Clarkin is quickly running out of the funds necessary to pay for her necessary living expenses and the affidavit evidences the urgency which Plaintiff believes necessitates a prompt legal conclusion to this matter.

I emailed Defendant's counsel a copy of the above referenced affidavit early in the morning last Friday. Defendant's counsel responded to the email at 9:12 a.m. stating that he would be

providing me with an affidavit in response to the motion on Monday or Tuesday (which has not been provided). (See Exhibit "A" attached hereto). If Defendants counsel had addressed this scheduling issue to me last Friday morning when he emailed, I would have been agreeable to approaching the court to see if the motions could have been rescheduled on an alternative day this week. However, Defendants counsel did not raise this issue at that time and rather now seeks a continuance of the motion hearings roughly 36 hours prior to the time they are scheduled to be heard.

On June 21, 2019, this Court previously noticed these motions to be heard on Monday July 29, 2019. See Exhibit "B" attached hereto). Thereafter, only two business days prior to the scheduled motions Defendant's counsel contacted this Court and requested that the motions be heard on an alternative day that week. Plaintiff's counsel consented to that if Court could find an alternative hearing time the parties were available. However, the Court could not accommodate the parties at a time they were all available and suggested that it could continue the motions to the August Motions Roster. Plaintiff consented to the continuance in order to accommodate Defendant's counsel. At that time the Court notified Defendant's counsel via email the motions had been placed on the August Motion's roster and that that notice of the hearing dates had been sent (See Exhibit "C" attached hereto.). If Defendant and Defendant's Counsel had a holiday scheduling issue regarding the scheduled motions they could have raised it a month ago, but they did not.

In further response to the Defendant's alleged basis for requesting another continuance, none of the motions scheduled to be heard require the Defendant herself to be present at the hearings. Plaintiff has no objection to Defendant herself not appearing at the hearings scheduled for 9:30 a.m. Friday morning, so that any travel plans she may have are not impacted (Plaintiff

would note that Defendant's motion does not state that either Defendant or her counsel have a plain they must catch Friday morning or some other hard deadline that must be met before the 9:30 a.m. hearings).

Additionally, Plaintiff has struggled to get Defendant agree to a scheduled mediation over the history of this case and though the parties have recently been in communication about scheduling mediation, no mediation has been officially scheduled at present. Moreover, the scheduling of mediation has no bearing on whether an additional continuance of the scheduled motions would be prejudicial to Plaintiff.

Importantly, one of the motions scheduled to be heard on Friday morning is a motion to sanction Defendant for the continued delays Defendant caused throughout the discovery process. Defendant failed for over a year to respond to an Order Compelling Discovery, and when Defendant finally, responded in part to the order, the result led to Plaintiff immediately moving to amend its Complaint to add a necessary third party (A motion which is also scheduled to be heard Friday morning.) These delays have damaged Plaintiff's ability to prosecute this matter. Unfortunately, Defendant's Motion at bar is just another attempt at delay of in an action which has a long history of delay by Defendant.

This matter has twice previously been called for trial without having proceeded forward. It very likely that it will shortly be called again during the November Jury Trial Roster. There are no factual issues, with regard to liability of Defendant, in dispute in this matter. The only issue which the parties dispute is the legal application of the facts. This case ripe for the Court to address the issues of law scheduled be heard Friday morning. Further a continuance of Plaintiff's motion to amend the complaint to add a necessary third party would only cause Plaintiff further prejudice in the form of delay in prosecution of its case. Respectfully it is the opinion of Plaintiff that

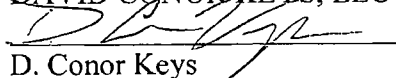
Defendant's motion for continuance is just another in a longer history of delay tactics which Defendant has implemented over the history of this matter. Plaintiff asserts that it would be highly prejudicial to Plaintiff to delay the hearing of these motions any further.

CONCLUSION

Plaintiff requests that this Court deny Defendant's untimely motion for a continuance of the hearings scheduled for Friday morning, as such a continuance would be prejudicial to Plaintiff.

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

On August 28, 2019, I, D. Conor Keys, served this response to Defendant's Motion for a Continuance on Defendant's Counsel via email at the following address:

Bruce Berlinsky
Bruce@berlinskylawfirm.com



From: Bruce@berlinskylawfirm.com
Sent: Friday, August 23, 2019 9:12 AM
To: David Conor keys
Subject: RE: Family Services v. Inman

Conor, sorry but I have been out the last 2 days [REDACTED]. Anyway, as to mediation, I understand your clients position but if they are serious about mediating I would think they would want to use someone who has a good track record as opposed to the cheapest. I also offer jon Austin as an alternate to bo. I will probably get my supporting aff to you Monday or tues since I was out most of this week. 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, August 23, 2019 8:51 AM
To: Bruce@berlinskylawfirm.com
Subject: Family Services v. Inman

Bruce

Attached please an affidavit in support of summary judgment, the same went in the mail.

D. Conor Keys
The Law Office of
David Conor Keys, LLC
[PO Box 14225](mailto:conor@dconorkeyslaw.com)
[Charleston, SC 29422](mailto:conor@dconorkeyslaw.com)
[843-906-3998](mailto:conor@dconorkeyslaw.com)
conor@dconorkeyslaw.com

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EXHIBIT B

From: cpas@charlestoncounty.org

Sent: Friday, June 21, 2019 8:12 AM

To: David Conor keys

Cc: Lchapman@charlestoncounty.org

Subject: Motion "MSUMJM-Pltff Motion/Partial Summary Judgment" for Case "2017CP1005426- Family Services Inc VS Bridget D Inman" was added to a Motions Roster for 7/29/2019 at 10:30 AM

> -MOTIONS WILL BE HEARD BEFORE JUDGE JEFFERSON IN COURTROOM 3E

- PLEASE SUBMIT ALL MEMOS THREE (3) DAYS PRIOR TO HEARING.

PLEASE CONTACT LISA CHAPMAN, NON JURY DOCKET COORDINATOR AT
Lchapman@charlestoncounty.org IF YOU HAVE QUESTIONS.

From: cpas@charlestoncounty.org

Sent: Friday, June 21, 2019 8:12 AM

To: David Conor keys

Cc: Lchapman@charlestoncounty.org

Subject: Motion "MAMNMO-Pltff Motion/Amend the Summons & Complaint & Crt/Srv" for Case "2017CP1005426- Family Services Inc VS Bridget D Inman" was added to a Motions Roster for 7/29/2019 at 10:30 AM

> -MOTIONS WILL BE HEARD BEFORE JUDGE JEFFERSON IN COURTROOM 3E

- PLEASE SUBMIT ALL MEMOS THREE (3) DAYS PRIOR TO HEARING.

PLEASE CONTACT LISA CHAPMAN, NON JURY DOCKET COORDINATOR AT Lchapman@charlestoncounty.org IF YOU HAVE QUESTIONS.

EXHIBIT C

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From: Lisa E. Chapman <LChapman@charlestoncounty.org>
Sent: Thursday, July 25, 2019 4:23:43 PM
To: David Conor keys <conor@dconorkeyslaw.com>; Bruce@berlinskylawfirm.com
<bruce@berlinskylawfirm.com>
Cc: Deadra L. Law Clerk Jefferson <djeffersonlc@sccourts.org>
Subject: RE: family services v inman 2017-5426

All three motions have now been rescheduled for the August term. Notices were just sent to all parties.

Sincerely,

Lisa Chapman
Common Pleas Non-Jury Docket Coordinator
Charleston, County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401
[*Lchapman@charlestoncounty.org](mailto:Lchapman@charlestoncounty.org)
843-958-5049 (Office)
843-958-5020 (Fax)

*Please note my new email address, and update your record accordingly. Thank you.

Court Pleas

From: David Conor keys <conor@dconorkeyslaw.com>
Sent: Thursday, July 25, 2019 4:11 PM
To: Lisa E. Chapman <LChapman@charlestoncounty.org>; Bruce@berlinskylawfirm.com
Cc: Deadra L. Law Clerk Jefferson <djeffersonlc@sccourts.org>
Subject: RE: family services v inman 2017-5426

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Lisa

I will consent to the hearings being scheduled on that docket. Could the court also schedule the motion for sanctions (currently on the 9/24 roster) on that date as well please?

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: Lisa E. Chapman <LChapman@charlestoncounty.org>
Sent: Thursday, July 25, 2019 3:59:18 PM
To: David Conor keys <conor@dconorkeyslaw.com>; Bruce@berlinskylawfirm.com
<bruce@berlinskylawfirm.com>
Cc: Deadra L. Law Clerk Jefferson <djeffersonlc@sccourts.org>
Subject: RE: family services v inman 2017-5426

August 26-30

Sincerely,

Lisa Chapman
Common Pleas Non-Jury Docket Coordinator
Charleston, County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401
*Lchapman@charlestoncounty.org
843-958-5049 (Office)
843-958-5020 (Fax)

*Please note my new email address, and update your record accordingly. Thank you.

CourtPlace

From: David Conor keys <conor@dconorkeyslaw.com>
Sent: Thursday, July 25, 2019 3:54 PM
To: Bruce@berlinskylawfirm.com; Lisa E. Chapman <LChapman@charlestoncounty.org>
Cc: Deadra L. Law Clerk Jefferson <djeffersonlc@sccourts.org>
Subject: RE: family services v inman 2017-5426

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Lisa when is the August motions docket? I have protection the 5th – 12th.

D. Conor Keys
The Law Office of
David Conor Keys, LLC
[PO Box 14225](mailto:conor@dconorkeyslaw.com)
[Charleston, SC 29422](mailto:conor@dconorkeyslaw.com)
[843-906-3998](mailto:conor@dconorkeyslaw.com)
conor@dconorkeyslaw.com

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From: Bruce@berlinskylawfirm.com <bruce@berlinskylawfirm.com>
Sent: Thursday, July 25, 2019 3:51:35 PM
To: Lisa E. Chapman <LChapman@charlestoncounty.org>
Cc: David Conor keys <conor@dconorkeyslaw.com>; Deadra L. Law Clerk Jefferson <djeffersonlc@sccourts.org>
Subject: Re: family services v inman 2017-5426

I am not available Wednesday morning but I am available Wednesday afternoon thanks Bruce

Sent from my iPhone

On Jul 25, 2019, at 3:16 PM, Lisa E. Chapman <LChapman@charlestoncounty.org> wrote:

Thank you for the information. I will await your response.

Sincerely,

Lisa Chapman
Common Pleas Non-Jury Docket Coordinator
Charleston, County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401
*Lchapman@charlestoncounty.org
843-958-5049 (Office)
843-958-5020 (Fax)

*Please note my new email address, and update your record accordingly. Thank you.
<image001.gif>

From: David Conor keys <conor@dconorkeyslaw.com>
Sent: Thursday, July 25, 2019 3:13 PM
To: Lisa E. Chapman <LChapman@charlestoncounty.org>; Bruce@berlinskylawfirm.com
Cc: 'Deadra L. Law Clerk Jefferson' <djeffersonlc@sccourts.org>
Subject: RE: family services v inman 2017-5426

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Lisa

I just called the probate court in Colleton to ask if I could be excused from the motion (why client doesn't really have a dog in the motion before the court) they are calling me in a little. If I don't have to be in Colleton I would be available Wednesday morning. I will let you know as soon as I hear from the Court.

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: Lisa E. Chapman <LChapman@charlestoncounty.org>
Sent: Thursday, July 25, 2019 3:05:37 PM
To: David Conor keys <conor@dconorkeyslaw.com>; Bruce@berlinskylawfirm.com <bruce@berlinskylawfirm.com>
Cc: 'Deadra L. Law Clerk Jefferson' <djeffersonlc@sccourts.org>
Subject: RE: family services v inman 2017-5426

Wednesday afternoon is still too full at this time. If you both consent I will move the motion to my next roster in August. I have more time already available on that roster than I do on next week's.

Sincerely,

Lisa Chapman
Common Pleas Non-Jury Docket Coordinator
Charleston, County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401
[*LChapman@charlestoncounty.org](mailto:LChapman@charlestoncounty.org)
843-958-5049 (Office)
843-958-5020 (Fax)

*Please note my new email address, and update your record accordingly. Thank you.
<image001.gif>

From: David Conor keys <conor@dconorkeyslaw.com>
Sent: Thursday, July 25, 2019 3:00 PM
To: Lisa E. Chapman <LChapman@charlestoncounty.org>; Bruce@berlinskylawfirm.com <bruce@berlinskylawfirm.com>
Cc: 'Deadra L. Law Clerk Jefferson' <djeffersonlc@sccourts.org>
Subject: RE: family services v inman 2017-5426

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Lisa

I am supposed to be in Colleton Wednesday morning. I could do it after 1.

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: Lisa E. Chapman <LChapman@charlestoncounty.org>
Sent: Thursday, July 25, 2019 2:57:35 PM
To: Bruce@berlinskylawfirm.com <bruce@berlinskylawfirm.com>; David Conor keys <conor@dconorkeyslaw.com>
Cc: 'Deadra L. Law Clerk Jefferson' <djeffersonlc@sccourts.org>
Subject: RE: family services v inman 2017-5426

Bruce,

I just checked the motions roster and Tuesday afternoon is still really full. Would you and Conor be available Wednesday morning at 9:30am when Judge Jefferson has more room/time?

Sincerely,

Lisa Chapman
Common Pleas Non-Jury Docket Coordinator
Charleston, County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401
[*Lchapman@charlestoncounty.org](mailto:Lchapman@charlestoncounty.org)
843-958-5049 (Office)
843-958-5020 (Fax)

*Please note my new email address, and update your record accordingly. Thank you.
<image001.gif>

From: Bruce@berlinskylawfirm.com <bruce@berlinskylawfirm.com>
Sent: Thursday, July 25, 2019 11:37 AM
To: David Conor keys <conor@dconorkeyslaw.com>; Caroline Crisler. Leonard
<ccleonard@charlestoncounty.org>
Cc: Lisa E. Chapman <LChapman@charlestoncounty.org>; 'Deadra L. Law Clerk Jefferson'
<djeffersonlc@sccourts.org>
Subject: family services v inman 2017-5426

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Caroline and lisa, there are motions scheduled in the above case for Monday morning. I have a condemnation trial that morning and would like to see if judge Jefferson could hear the motions tues afternoon instead. I have spoken to conor and he is available then. 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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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

**EXHIBIT SUPPLEMENT IN SUPPORT
OF 1) THE MOTION FOR SUMMARY
JUDGEMENT; 2) THE MOTION TO
AMEND THE COMPLAINT; AND
3) THE MOTION FOR SANCTIONS**

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, submits an additional supplemental Exhibit "1" (attached hereto as Exhibit "1" and incorporated herein by reference) in further support of the following motions currently scheduled to be heard on 8/30/19: 1) the motion for partial summary judgment; 2) the motion to amend the complaint to add a necessary third-party; 3) and the motion for sanctions.

RESPECTUFLLY SUBMITTED,

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

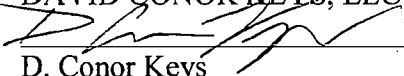

D. Conor Keys
P.O. Box 14225
Charleston, SC 29422
Phone: 843-906-3998
conor@dconorkeyslaw.com
Attorney for Plaintiff

FILED
2019 AUG 29 AM 8:53
JULIE J. ARMSTRONG
CLERK OF COURT

2017-CP-10-5426
CERTIFICATE OF SERVICE

On August 29, 2019, I, D. Conor Keys, served this response to Defendant's Motion for a Continuance on Defendant's Counsel via mail and email at the following address:

Bruce Berlinsky
PO Box 206
Charleston, SC 29402
Bruce@berlinskylawfirm.com

THE LAW OFFICE OF
DAVID CONOR KEYS, LLC

D. Conor Keys

2019 AUG 29 AM 8:53
JULE J. ARSTRONG
CLERK OF COURT

In The Matter Of:
FAMILY SERVICES, INC., etc. VS.
INMAN

BRIDGET INMAN
April 8, 2019

Rose Reporting, Inc.
(843) 559-4445 rosereportinginc.com

Original File 04-08-19 Bridget Inman.txt

Min-U-Script®

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

3
4
5
6 FAMILY SERVICES, INC.)
7 CONSERVATOR FOR MURIEL)
8 W. CLARKIN,)

9 Plaintiff,)

10 vs.)

11 BRIDGET D. INMAN,)

12 Defendant.)
13 -----
14
15

THE DEPOSITION OF:
BRIDGET INMAN

16 DATE: April 8, 2019

17 TIME: 9:00 a.m.

18 LOCATION: The Law Office of
19 David Connor Keys, LLC
115 Wappoo Creek Drive, Suite A
20 Charleston, SC

21 REPORTER: Margaret F. Barnett
22 Court Reporter and Notary Public
23
24
25

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF
3 FAMILY SERVICES, INC.
4 CONSERVATOR FOR MURIEL W. CLARKIN:

5 THE LAW OFFICE OF
6 DAVID CONNOR KEYS, LLC
7 BY: D. CONOR KEYS, ESQUIRE
8 115 Wappoo Creek Drive, Suite A
9 Charleston, SC 29412
10 (843) 906-3998
11 Conor@dconorkeyslaw.com

12 ATTORNEYS FOR THE DEFENDANT
13 BRIDGET D. INMAN:

14 BRUCE A. BERLINSKY, PA
15 BY: BRUCE A. BERLINSKY, ESQUIRE
16 1 Carriage Lane, Building F
17 Charleston, SC 29407
18 (843) 852-2202

19 ALSO PRESENT:

20 Kelley Evans, Conservator/VA Counselor
21 Family Services, Inc.
22
23
24
25

1 INDEX TO EXAMINATION

2		Page
3	BRIDGET INMAN	
4	EXAMINATION	
5	By Mr. Keys	5
6	Certificate of Reporter	66

9 INDEX TO EXHIBITS

10	Plaintiff's	Description	Marked
11	No. 1	Summons and Complaint	5
12	No. 2	Delivery Receipt to Bridget Inman	5
13	No. 3	Answer of Defendant Bridget D. Inman	5
14	No. 4	Motion and Order Information	5
15		Form and Coversheet; Motion to	
16		Compel; Exhibit A - First Set of	
17		Interrogatories, First Set of	
18		Requests for Production, First Set	
19		Of Requests for Admissions;	
20		Exhibit B - Defendant's Responses to	
21		Plaintiff's Requests for Admission,	
22		Certificate of Mailing; Exhibit C -	
23		2/28/2018 letter from Conor Keys to	
24		Bruce Berlinsky	
25	No. 5	Order Granting Plaintiff's Motion	5
		to Compel	
	No. 6	Gift Summary Payments	5
	No. 7	Bridget Inman tax returns, 2015-2016	5
	No. 8	9/29/2016 letter from Bridget Inman	5
		to Kelley Evans; attached e-mail chain	
	No. 9	Exhibit not marked	

1	Plaintiff's	Description	Marked
2	No. 10	Fidelity Investments transaction confirmation	5
3	No. 11	Wells Fargo Bank Statements	46
4		Muriel W. Clarkin	
5	No. 12	Muriel Clarkin Equity Loan	48
6		Payments received by Family Services	
7	No. 13	Prime Equity Line Statement	51
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1 (Plaintiff's Exhibit 1-8, 10, were marked
2 for identification.)

3 BRIDGET INMAN

4 being first duly sworn, testified as follows:

5 MR. KEYS: I'm going to start with some of
6 the basics that you go through on every deposition.
7 This is the deposition of Bridget Inman, taken
8 pursuant to due and proper notice to all given proper
9 service by agreement of the parties. Defects as to
10 notice at this time and location of the deposition, if
11 any, are waived. During the course of this
12 deposition, we will examine un-redacted records which
13 contain personal information such as account numbers.
14 All parties to this deposition are put on notice. All
15 appropriate redactions should be made prior to
16 entering any transcripts or exhibits from this
17 deposition into the public record.

18 EXAMINATION

19 BY MR. KEYS:

20 So, first, it's very important that you
21 verbalize your answers. Say yes or no, not nod. Do
22 not use slang like uh-huh or nah. This is all for her
23 benefit so she understands.

24 A. Okay.

25 Q. If you need clarification for a question,

1 Q. I don't think you did. But if I told you
2 I added it up and it is a little over \$70,000, does
3 that look about correct to you?

4 A. It's probably --

5 MR. BERLINSKY: I object to the form of
6 the question. The document speaks for itself. The
7 addition is the addition.

8 MR. KEYS: Yes.

9 THE WITNESS: I mean, I did my best to
10 record keep.

11 BY MR. KEYS:

12 Q. You're correct, you made a payment every
13 month from September 2008 to April of 2017, which if
14 you add up every month, is roughly 104 monthly
15 payments. Correct?

16 A. Say that to me again.

17 Q. From September of 2008 to April of 2017
18 you made a payment every month; correct?

19 A. Yes.

20 Q. If you add up every month of those
21 payments, it's 104 monthly payments you made; correct?

22 A. I don't have a calculator in front of me
23 to do the math. Sorry, I'm not a mathematician.

24 Q. I had to use a calculator. Why did you
25 make a monthly payment every month for nearly ten

1 opinion, don't you?

2 Q. I'm just asking your opinion.

3 A. Well, in my -- okay, repeat the question.

4 Q. Do you believe it is appropriate to
5 receive a benefit on your taxes for providing a gift
6 of payments, as you said, to your grandmother?

7 A. I'm not sure I'm understanding the
8 question.

9 Q. Okay. Did you sell Elrod?

10 A. Yes.

11 Q. When did you sell Elrod?

12 A. In 2017.

13 Q. How much did you sell it for?

14 A. A hundred thousand dollars.

15 Q. How much did you receive in proceeds from
16 the sale?

17 A. Do you mean after closing?

18 Q. Yes.

19 A. It was -- can I see that. 99,317.71.

20 Q. What did you do with that money?

21 A. I kept some and I gave some to my mother
22 to invest.

23 Q. What did you do with the money you kept?

24 A. I used it for various, various things. I
25 had a tenant in the house.

1 refrigerator in and court fees to go to evict the
2 person. There was -- there were expenses.

3 Q. So you should be reimbursed for the
4 expenses of owning your own home?

5 A. No. That's just what I wanted to do with
6 the money.

7 Q. Where is that money, the money you kept?
8 Is it in a bank account?

9 A. The money that I kept?

10 Q. Yes.

11 A. I have some money and then -- but it
12 just --

13 Q. How much do you have still today, right
14 now?

15 A. I don't know. It's mixed in with my
16 money.

17 Q. Okay. Where is it?

18 A. It's in my bank account.

19 Q. In your bank account?

20 A. But it's mixed in, yes.

21 Q. If you had to say today of the money you
22 kept, how much do you think is still in your bank
23 account?

24 A. Maybe five hundred. It's not much.

25 Q. Five hundred?

1 A. Yes.

2 Q. So it's been spent?

3 A. Yes.

4 Q. What was it spent on?

5 A. I mean, various things. Life.

6 Q. Anything notable? Anything over a
7 thousand?

8 A. Oh, no. This is through course of years,
9 or since I've sold the house.

10 Q. When did you sell the house?

11 A. In 2017.

12 Q. February; right?

13 A. Yes.

14 Q. Okay.

15 A. Yeah. And then --

16 Q. So two years?

17 A. Yeah. And then I kept some.

18 Q. How much did you keep?

19 A. I don't recall. And then I gave some to
20 my mother.

21 Q. You don't recall how much of the \$90,000
22 you kept?

23 A. No, I don't. I don't recall.

24 Q. How much did you give to your mother?

25 A. Eighty-five something thousand. It was --

1 so, do the math. I can't -- it was something like
2 that, I guess.

3 Q. So you kept \$14,000?

4 A. If that was -- I can't recall the exact
5 amount. That's what I'm telling you. I can't recall
6 the exact amount.

7 Q. If you gave your mother \$85,000 and you
8 received \$99,000 --

9 A. I'm not a mathematician. I already told
10 you that.

11 Q. So that would be \$14,000.

12 A. Okay. If that's what you're saying.

13 Q. So you kept \$14,000; correct?

14 A. I'm not a mathematician but if that's what
15 that adds up to, yes.

16 Q. And you say you spent that over the course
17 of these past two years?

18 A. Uh-huh.

19 Q. But you did not buy a car, a boat, any
20 toys, any big purchase with that money?

21 A. No.

22 Q. Okay. When did you give your mother the
23 \$85,000?

24 A. I'd have to look at the date of the check.

25 Q. There's a check?

1 A. Yes.

2 Q. Okay. Have you provided me that check in
3 discovery?

4 A. Pretty sure I did.

5 Q. I have not received it.

6 A. Okay.

7 Q. Are you aware there's an order asking you
8 to provide documents evidencing where that money went?

9 A. (Witness moves head side to side).

10 Q. Can you provide me a copy of that check?

11 A. Yes.

12 Q. Thank you. Why did you give your mother
13 the \$85,000?

14 A. Because I wanted her to invest. Like I
15 said, I kept some and then gave her some to invest, so
16 she invested it.

17 Q. Who was she investing it for?

18 A. Just to invest. It was to make more
19 money.

20 Q. So you make money from investment?

21 A. Yes.

22 Q. You cash that money out. Who does that
23 money go to? Who does that money belong to now?

24 A. Well, I guess myself.

25 Q. Okay.

1 A. Because the gift was to me.

2 Q. So you gave your money?

3 A. Uh-huh.

4 Q. You gave \$85,000 to your mother?

5 A. Yes.

6 Q. To hold for you to invest?

7 A. Yes. But I wanted to give it to my mother
8 to invest because my mother is better at doing that
9 than me.

10 Q. But it's still your money, in your
11 opinion?

12 A. Yes. But I trust my mother so it's in her
13 hands to invest.

14 Q. That's what I'm trying to ask. Your
15 mother is holding your money for you to invest for
16 your benefit?

17 A. Yes.

18 Q. Okay. But you don't remember when you
19 gave her, ballpark, when -- \$85,000 is a lot of money.
20 When do you think you gave her that money?

21 A. I don't know.

22 Q. Okay. Shortly after the sale? A year
23 after the sale?

24 A. I really don't know. I'd have to look at
25 the records.

1 A. Because that's her go-to stock.

2 Q. Your mother has never told you what she
3 was doing investing the money?

4 A. No. And, quite frankly, I don't really
5 care, because I trust her.

6 Q. But it's your money?

7 A. Correct.

8 Q. It's not your mother's money?

9 A. Correct.

10 Q. Okay.

11 A. Because it was gifted to me.

12 Q. Did you ever think you should give some of
13 that money back to your grandmother, the money from
14 the sale of Elrod, the \$99,000 you received in
15 February of 2017? Did you ever believe that you
16 should give some of that money back to your
17 grandmother?

18 A. Did I ever believe. Well, I did try --
19 I've contacted Family Services, to Kelley, and I did
20 try to offer the whole thing, the hundred -- the -- or
21 what I walked away --

22 Q. The \$99,000?

23 A. Yeah, I did. I did make attempts to give
24 that lump sum to them to show my appreciation for the
25 gift, and they did not -- that was not enough. They

1 did not want it.

2 Q. Why did --

3 A. They wanted whatever -- they wanted more
4 than whatever their total balance was that they said
5 was on my grandmother's loan.

6 Q. So why didn't you just give them the 99
7 and say this is what I have?

8 A. Because I chose not to. If that wasn't
9 good enough for them -- I mean, I tried to give them
10 the deed prior to selling. That wasn't good enough
11 for them.

12 Q. Why did you try to give them the deed
13 prior to selling?

14 A. Because I thought that that could -- I was
15 trying to help my grandmother.

16 Q. Would it have helped your grandmother to
17 give her \$99,000?

18 A. Possibly. But if -- you know, there's --
19 that's a whole-nother story for a whole-nother day.

20 Q. That is the story for today. That is what
21 we are talking about.

22 A. Well, no. Okay, so my reason for it is I
23 chose -- at the end of the day, my story was that I
24 chose not to.

25 Q. Okay.

1 A. That's the story.

2 Q. Why, though? I'm asking you why.

3 A. Why?

4 Q. Why did you choose not to?

5 A. I chose not to.

6 Q. Can you please give me a reason why you
7 chose not to?

8 A. I don't like how -- okay, here's the real
9 reason.

10 Q. Okay.

11 A. I don't like how Family Services is
12 managing my grandmother. And I feel like if I gave
13 them the 97,000 --

14 Q. Ninety-nine.

15 A. Or whatever it was. Okay, y'all have
16 that. Whatever it is, that bottom-line dollar amount,
17 that they would totally mismanage that and blow it on
18 legal fees or totally -- it wouldn't go towards my
19 grandmother.

20 Q. Okay.

21 A. It wouldn't go truly towards taking care
22 of my grandmother. It would go to pay you and her and
23 whoever else they're suing.

24 Q. So that is why you chose not to give the
25 \$99,000 to Family Services?

1 A. Yes.

2 Q. Why did you choose to offer the \$99,000 to
3 Family Services in the first place?

4 A. Because I wanted -- there's a part of me
5 that I really did want to help my grandmother. And
6 that's -- my heart wants to help my grandmother. But
7 then that's -- after -- you know, when you get stuck
8 with this, suing me.

9 Q. When did you make the offer?

10 A. As soon as I sold the home.

11 Q. Okay.

12 A. Yeah.

13 Q. This occurred -- this lawsuit occurred
14 after the offer; correct?

15 A. Okay. Well, yes. Okay, but I'm saying,
16 there's more -- there's a lot more -- I don't like how
17 my grandmother is being managed. Okay? My
18 grandmother is just in a really bad -- really bad way.

19 Q. Okay.

20 A. And so for lots of personal reasons I have
21 chosen not to.

22 Q. For clarification, you offered it?

23 A. I did offer.

24 Q. They said, I want \$131,000?

25 A. I don't recall exactly the amount that

1 they wanted.

2 Q. But they wanted many thousands of dollars
3 more; correct?

4 A. Yes.

5 Q. And you said, well, if you won't take
6 this, I'm giving you nothing?

7 A. That's correct.

8 Q. Okay.

9 A. Uh-huh.

10 Q. Why would you give them nothing if it
11 would help your grandmother?

12 A. Because I -- I have already answered this.

13 Q. Okay. What's the answer?

14 A. I just told you. I changed my mind.

15 Q. Okay. If I told you you had a phone call
16 -- let's go to Exhibit 8, which is -- he's got it
17 right there. If you would look over that. It's two
18 pages. One is a business record of Family Services.
19 The other is a phone call business record of Family
20 Services. If I told you you had a phone call with
21 Family Services on 4/17/2017 where you offered them,
22 as you say, \$99,000, does that sound correct? Is that
23 what you were just talking about?

24 A. This is probably it because it's from --
25 it's after the sale of the home, so yes.

RECEIVED
SEP 09 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.

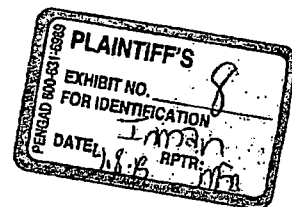
Best Regards,



Bridget Inman

843-729-3752

inmanbridget@yahoo.com



Kelley Evans

From: 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

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-----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

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
>

1 Q. If you look to the next page?

2 A. Uh-huh.

3 Q. Where it has the calling number listed,
4 843-729-3752?

5 A. Yes.

6 Q. Is that your number?

7 A. Yes.

8 Q. It says the duration of the phone
9 conversation lasted 38.5 minutes. Is that correct?

10 A. Uh-huh.

11 Q. Okay. Why did you offer to deed Elrod
12 back to your grandmother or Family Services?

13 A. Why did I offer the deed?

14 Q. Yes.

15 A. Because I had outgrown the home and it was
16 not -- okay, so I bought the home right before the
17 market crashed in 2008.

18 Q. In July of 2008?

19 A. Yeah. And so I was upside down
20 market-wise, so I thought the best thing to do would
21 be to turn it into a rental.

22 Q. When did you do that?

23 A. No, no, no. Let me answer your question.
24 So I offered the home. I didn't want it to be a
25 rental, but I thought it would be best if Family

1 Services could deed it back -- I deed it back to them.
2 They could then have it as a rental property. Not
3 they manage it, but have a rental property management,
4 have it as a rental property for my grandmother, as an
5 asset to her, and use it as income for my grandmother.
6 They said no to that, too.

7 Q. When did you first start renting the
8 property, Elrod?

9 A. I would have to look back at my records.
10 I can't recall off the top of my head.

11 Q. When did you move out of Elrod?

12 A. I can't recall the exact time frame.

13 Q. Ballpark?

14 A. Well, it would have to be -- I'm not going
15 to tell you because I can't remember.

16 Q. I'm not holding you to it but we're
17 talking about ten years.

18 A. I know. I can't remember what I ate for
19 dinner two days ago.

20 Q. Was it closer to 2008 or closer to 2018?

21 A. It was closer to 2018 mark. But I mean,
22 it was some -- I don't know. I'm not going to answer
23 that because I can't.

24 Q. I need you to answer my questions, please.

25 A. Okay. Well, then --

1 Q. I'm only asking you to answer them to the
2 best of your knowledge.

3 A. It would have to be somewhere between
4 twenty -- I sold it in 2017 so somewhere around '14,
5 '15, probably. Around the ballpark of that.

6 Q. That's all I'm asking.

7 A. Okay.

8 Q. So you rented it roughly 2015-2016, around
9 there?

10 A. Somewhere in there.

11 Q. Okay.

12 A. Okay. I feel comfortable saying that. I
13 just don't want you to hold me to something I can't
14 like --

15 Q. I'm only asking you to say --

16 A. Okay.

17 Q. -- what you can remember.

18 A. Okay.

19 Q. All right. In your mind is there a
20 difference between deeding the property back to Family
21 Services or giving them money from the sale of the
22 property if both were to benefit your grandmother?

23 A. Yes.

24 Q. What's the difference?

25 A. Deeding it, had I deeded it, it would have

1 been a continuous, through the years, potential real
2 estate. They could have continually through the years
3 rented it and it could have been a constant source of
4 income for her through the years. Selling it is a
5 one-time run out of money you're done.

6 Q. Let's talk about that.

7 A. Okay.

8 Q. How much did you rent it for when you
9 rented it, a month?

10 A. It was 800 a month.

11 Q. How much did you pay on average on the
12 monthly payment on the HELOC?

13 A. On average, I would have to average it up.

14 Q. If you were going to guess?

15 A. I don't want to guess.

16 Q. I'm asking you --

17 MR. BERLINSKY: Object to the form of the
18 question. You've got the printout as to what she
19 paid, so that says what she paid.

20 MR. KEYS: Okay.

21 BY MR. KEYS:

22 Q. Did you make money renting the home?

23 A. No, I did not, actually.

24 Q. Then, do you believe your grandmother
25 would have made money renting the home?

1 A. Potentially. She could have asked for
2 higher rent..

3 Q. Let's go to Exhibit 10. Can you tell me
4 what this is?

5 A. I have no idea what this is.

6 Q. Can you tell me what --

7 A. Oh, this might...

8 Q. There's two pages, too, if that helps you?

9 A. No, really, I have no idea what this is.

10 Q. What does it say on it?

11 A. Apple. Fidelity. So it's an investment,
12 okay.

13 Q. What does it say specifically? Please
14 just read it.

15 A. Fidelity Investments.

16 Q. Then it says?

17 A. Apple. We have acted as agent.

18 Q. Does it say that on 11/2/17, it says you
19 bought. You is not defined here?

20 A. Uh-huh.

21 Q. Apple, Inc., four hundred shares for
22 \$67,000.91?

23 A. Okay.

24 Q. Is that what this says?

25 A. Yes.

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

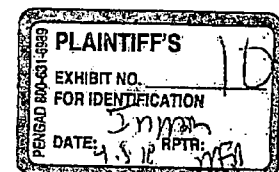
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BEWARE! WIRE FRAUD IS ON THE RISE.

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.





Transaction Confirmation
Confirm Date: November 2, 2017

Page 1 of 1

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.		
	1*	WZ#	11-02-17	11-06-17				
DESCRIPTION and DISCLOSURES: APPROVING WE HAVE ACTED AS AGENT.							Principal Amount	66,995.96
							Commission / Fees	4.95
							Settlement Amount	67,000.91

You Bought 400
at 167.4899
Symbol: AAPL

FIDELITY PREFERRED SERVICESSM

INVESTMENT REPORT
February 1, 2019 - February 28, 2019

Holdings

MURIEL G KENNEDY - INDIVIDUAL - TOG

Stocks:

[illegible]

1 Q. Okay. And it's Fidelity Investments?

2 A. Okay. All right, so this is the -- all
3 right, so this is the investment thing.

4 Q. Do you have a copy of this?

5 A. It might be somewhere in my records.

6 Q. Have you ever seen this before?

7 A. I'm trying to remember if I have or not.
8 You know, it's been so long, I don't remember if I
9 have or not.

10 Q. When you say this is the investment thing,
11 what do you mean by that?

12 A. This might be the -- I'm not -- you know
13 what? I don't feel comfortable. I don't recall. I
14 don't even -- I'm not comfortable answering this
15 question.

16 Q. Let's flip to the next page.

17 A. Because I don't want to say the wrong
18 thing.

19 Q. This page says it's dated February 1st,
20 2019, through February 28th, 2019. It says --

21 A. Yeah. So it is what I thought it was.

22 Q. Well, what do you think it is?

23 A. It's the stock. It's the investment.

24 Q. Please be specific. What do you mean by
25 that?

1 A. It's the investment for when I said I had
2 kept some and I gave some to my mother to invest.

3 Q. So you said you gave your mother \$85,000?

4 A. Yes.

5 Q. And you are saying that \$67,000 of that
6 she spent on Apple stock on 11/2/17?

7 A. Well, she might have put some else -- I
8 don't -- I don't pay -- like I said, I don't get into
9 the details and I don't pay attention to all the
10 details.

11 Q. When did she --

12 A. I mean, I don't -- I don't do finances. I
13 let her handle it. I really don't.

14 Q. So you never talked to her about -- I
15 mean, buying \$67,000 worth of stock, that's a serious
16 decision. You never spoke with your mother about
17 this?

18 A. No, I don't. I let her do because she --
19 I totally believe and trust that she's going to do
20 well with whatever magic she works in the stock
21 market.

22 Q. She told you she would buy stock to
23 invest?

24 A. Or invest, or whatever she -- see, I don't
25 even know the right terminology. Okay? I don't do

1 this. This is her arena. It's not my subject matter.
2 I'm not the subject matter expert.

3 Q. When did you give her the money to do
4 this?

5 A. I don't know.

6 Q. This is dated 11/2/17.

7 A. But I could have given it to her before.
8 You're asking me for dates that I can't remember.

9 Q. Was it near this time period or did you
10 give her the money -- because February is what, seven
11 months before?

12 A. I don't remember. I really don't. I know
13 you want answers from me, but I don't remember. And I
14 don't get into the weeds of investing with --

15 Q. But you agree that the money you received
16 from the sell of Elrod?

17 A. Uh-huh.

18 Q. You gave to your mother, you said \$85,000?

19 A. I'm pretty sure that's what -- I'm pretty
20 sure that's what I wrote.

21 Q. On the check?

22 A. Yes.

23 Q. Which you will give me?

24 A. Yes.

25 Q. Of that money, you were saying \$67,000 of

1 that is this Apple stock that she purchased?

2 A. Yes.

3 Q. Yes. Okay.

4 A. Yes. I can agree to that.

5 Q. In your opinion, that is your stock that
6 she is holding for your benefit?

7 A. Uh-huh. Yes, yes, yes.

8 Q. All right. I would like you to look at
9 Exhibit 2.

10 A. Okay, what am I looking at?

11 Q. You tell me what that is.

12 A. I don't know. It's a -- I don't know.

13 Q. Is that your signature?

14 A. Yes.

15 Q. What is the date on it?

16 A. 10/31/17.

17 Q. Is that two days before 11/2/17?

18 A. Yes.

19 Q. Did the Apple stock get purchased on
20 11/2/17?

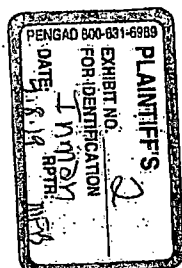
21 A. Yes.

22 Q. This is the signature you signed to accept
23 service of the summons and complaint in this lawsuit?

24 A. Okay.

25 Q. So your mother purchased \$67,000 worth of

RECORD 596



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete Items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature  ☐ Agent ☒ Addressee	
1 Bridget D Inman 5224 Fallow Fawns Road Hollywood, SC 29449		B. Received by (Printed Name) C. Date of Delivery 10-31-17	
RESTRICTED  9590 9402 2772 6351 3988 50		D. Is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No DELIVERY	
7015 0640 0004 5330 7162		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

1 stock using the money in dispute in this lawsuit two
2 days after you were served with it; correct?

3 A. Uh-huh. Okay. Then, yeah.

4 Q. How much do you believe the principal
5 balance -- if you want to look at your payment
6 history, this could help you.

7 A. Where am I going?

8 Q. The payment history is 6. How much do you
9 believe the principal balance on the HELOC was when
10 you last made a payment in April of 2017 on the HELOC?

11 A. Wait, say that to me again.

12 Q. The HELOC has a principal balance from the
13 money originally lent to purchase Elrod; correct?

14 A. Uh-huh.

15 Q. You last made a payment in April of 2017
16 on the HELOC. You made it to Family Services;
17 correct? How much was the principal balance on the
18 HELOC when you last made a payment in April of 2017?

19 A. Am I looking at the right tab?

20 Q. 6. Flip. It's a couple pages in, I
21 think. There you go.

22 A. Well, this is my --

23 Q. Right.

24 A. -- records.

25 Q. Sure.

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

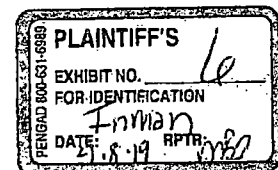
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From: David Conor keys [mailto:conor@dconorkeyslaw.com]
Sent: Thursday, April 04, 2019 11:50 AM
To: Jessica@berlinskylawfirm.com; Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

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

the last four digits of the account number unredacted. If you could bring that on Monday it would be greatly appreciated.

Further as I noted in the cover letter for the Deposition Notice and Subpoena I served on you last week I still have not received all responses to discovery as order by the Order to Compel. Fully responding to what is required in that Order would probably shorten this deposition for all of us by a decent amount of time.

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: Wednesday, March 20, 2019 5:12:44 PM
To: Jessica@berlinskylawfirm.com; Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

Jessica

That works I will send you guys a Depo Notice for that time. Thanks.

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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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

RECORD 600

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

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			

RECORD 601

1 A. So, again, I don't know that -- I'm not
2 the expert in this.

3 Q. I understand.

4 A. So let's not use my -- I mean --

5 Q. They're your records. What do you think
6 it was?

7 A. So, but -- okay. I don't like your
8 question.

9 Q. What do your records say the balance was?
10 Because you said you created that?

11 A. Yeah.

12 Q. In April of 2017?

13 A. But I'd rather go by the bank records to
14 absolutely know that --

15 Q. We will do that in just a second.

16 A. Okay. All right, so April of '17?

17 Q. Yes.

18 A. 131,813.42. Actually, I retract what I
19 said. Let me retract what I said. Let me just
20 clarify what I just said. The bank is -- actually, I
21 prefer my records, and I'm going to say why.

22 Q. Okay.

23 A. Because you don't know the history of all
24 this so let me get -- let me get this clear. I'm
25 getting tired, so maybe I do need a break.

1 The bank records are, I don't believe,
2 accurate, because when Kelley would give whatever
3 updates to me, I would occasionally ask out of
4 curiosity, she would -- the balances would be -- you
5 know what? I don't even know where I'm going with
6 this. I think I need a minute.

7 Q. Take your time. Tell me what you're
8 trying to say. You want to take a break for a second?

9 A. Yeah, I don't know. Because when I made
10 this -- yeah, I just think I need to stop for a
11 minute.

12 Q. Okay. You want to go to the bathroom?
13 Can I offer you anything to drink?

14 A. No. Okay, no, let's just keep going.

15 Q. Okay.

16 A. Ask me the question again.

17 Q. What do you believe the principal balance
18 on the HELOC was?

19 A. In what day?

20 Q. In April of 2017.

21 A. 131,813.42.

22 Q. Okay. That's according to your records?

23 A. Uh-huh.

24 Q. Okay. I just handed Bruce what we'll mark
25 as P11, which is a Wells Fargo account history for the

1 Q. What is 138 minus 131?

2 A. 137. Oh, wait. 138 minus 131, yeah, 137.

3 Q. Seven?

4 A. Yeah.

5 Q. So the principal balance on the loan since
6 you purchased Elrod has decreased by roughly \$7,000.
7 Is that correct?

8 A. Say that to me again.

9 Q. I'm asking how much has the principal
10 balance on the loan decreased since you purchased
11 Elrod, when it was \$138,000 roughly, until that
12 current statement, February of 2019, when it says it's
13 \$131,000?

14 A. Well, according to this, only by 7,000.

15 Q. Okay.

16 A. But I don't believe that's correct.

17 Q. But do you believe that's the amount owed
18 on the loan in February of 2019?

19 A. Where's my records? I'm going to go off
20 of them.

21 Q. Let me rephrase. Do you believe this is
22 the amount the bank claims is owed in February?
23 Plaintiff's Exhibit 13, does it state the amount the
24 bank claims is owed in February 2019?

25 A. Am I only acknowledging what's on the

1 paper?

2 Q. Yes.

3 A. Okay. Then, yes. Am I acknowledging that
4 the bank -- what says the bank. I don't think what
5 the bank has there on the paper -- it may be -- I
6 don't believe -- okay, then their calculations. But I
7 don't. That is what my grandmother owes.

8 Q. I'm just asking.

9 A. Okay.

10 Q. So the bank says that \$131,000 is owed on
11 your grandmother's HELOC?

12 A. I guess so.

13 Q. You don't believe that amount is correct,
14 though?

15 A. No, because what I gifted towards it, the
16 payments should have been lower.

17 Q. But you realize that you were paying a
18 loan that had interest. It was not a fixed rate loan
19 like you said. It was a floating loan?

20 A. Yes. But I paid a lot towards this, my
21 grandmother's loan.

22 Q. Okay. How much did you pay?

23 A. Whatever I put in the --

24 Q. Your sheet?

25 A. Yeah. Whatever I put in the sheet. But I

1 don't believe that's -- that's --

2 Q. Okay.

3 A. -- that's right. But it's all -- I don't
4 think that's right. And, yeah, let's just -- I don't
5 think that's right.

6 Q. Do you have anything you want to clarify?

7 A. Other than I've just -- all those payments
8 that I made, the balances that I didn't -- that I
9 don't think are right. I've never thought what Kelley
10 -- the Family Services, we've gone around and around
11 on figures because I have always -- like, I've made
12 payments. We can all account to that. But everything
13 I've paid, I've wanted to help out my grandmother.
14 And I don't think -- I did that because of the gift
15 that she gave me. I wanted to help her. And at the
16 end of the day, I've never -- I've never understood
17 the accounting for my grandmother's loan, never.
18 Like, at all. Especially when my aunt got involved in
19 the mix.

20 So I don't think those figures are right.
21 I think that everything that I ever paid to help out
22 my grandmother, I think that the balance should be
23 lower. That's what -- and everything I did -- my
24 grandmother, at the very end of the day, everything I
25 said, okay, all those payments that I did, I did to

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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

Plaintiff,

Bridget D. Inman.

Defendant.

PERSONALLY APPEARED before me, D Conor Keys, Esquire, who being duly sworn deposes and says:

2. Rule 37(b)(2), SCRPC, 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

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	

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.

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.

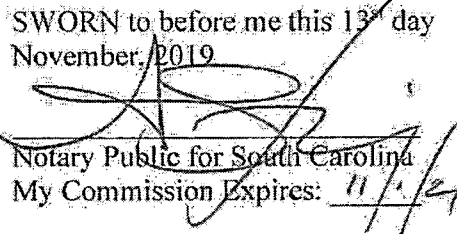
e) Beneficial Results Obtained. I have obtained beneficial results for my client in this action in protecting their interests and anticipate obtaining further beneficial results in the future prosecution of this action to its conclusion.

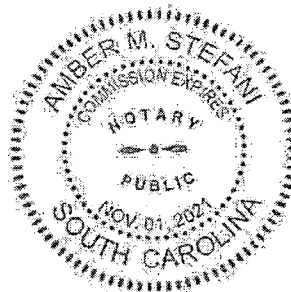
6. After due consideration of the nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully 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: 11/1/21



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-	)
----------	---

Bridget D. Inman and	)
Muriel C. Kennedy,	)

Defendants.	)
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**DEFENDANT INMAN'S
MEMORANDUM IN
OPPOSITION TO PLAINTIFF'S
MOTION FOR SANCTIONS**

PROCEDURAL HISTORY

The plaintiff's motion for attorney's fees pursuant to Rule 37, SCRCP was filed on April 15, 2019. The defendant Inman was then represented by Bruce Berlinsky, Esq. of the Charleston Bar. Mr. Berlinsky was relieved as Inman's lawyer by order of this Court on September 12, 2019 and the undersigned, Michael P. O'Connell, Esq. was substituted as her lawyer. The first hearing for plaintiff's motion for sanction was held on November 13, 2019 before Judge Jennifer McCoy at which the undersigned represented Inman. During his argument, Judge McCoy noted that plaintiff argued that Mr. Berlinsky was responsible for the failure to comply with discovery and for "drumming up" plaintiff's attorney's fees. She advised plaintiff's counsel that she could not assess any sanctions against Mr. Berlinsky without his presence. Plaintiff's counsel then requested a continuance so Mr. Berlinsky could be present. Judge McCoy granted the continuance. Although he could have, Plaintiff's counsel did not present any evidence at the November 13, 2019 hearing that Inman herself bore any responsibility for the problems about which plaintiff asserted about discovery or delays.

INTRODUCTION

At the November 13, 2019 motion for sanctions, Plaintiff abandoned his request

for sanctions against the defendant Inman and conceded that the defendant Inman bore no responsibility for any delay in responding to plaintiff's discovery requests, scheduling depositions, engaging in mediation, or her former attorney's various requests for continuances.

ARGUMENT

A hearing for plaintiff's Motion for Sanctions based on defendant's alleged failure to cooperate in discovery was originally heard by Judge McCoy on November 13, 2019. Attached to this Memorandum as Ex. A is a transcript of that hearing. The first 15 pages of that hearing are relevant to the motion for sanctions. The remaining 14 pages contained argument of both counsel on plaintiff's motion for partial summary judgment. Attached as Ex. B is an affidavit of the defendant Inman which was filed at the November 13th hearing. The first 4 pages of Inman's affidavit concern plaintiff's motion for sanctions.

At the hearing on November 13, 2019, plaintiff's lawyer started his argument for sanctions on the bottom of page 8, lines 24-25. Plaintiff's counsel on pages 8, lines 24-25 through pages 15, line 22, repeatedly pointed out to the Court the struggles he had getting discovery from Inman's prior counsel, Bruce Berlinsky, scheduling Inman's deposition and delaying the progress of this case. Plaintiff's counsel never alleged that Inman was responsible for any of the delay in responding to discovery requests, delaying depositions or any other delay. One glaring example cited by plaintiff's counsel was his efforts to obtain a copy of an \$85,000 check Inman wrote to her co-defendant, Muriel Kennedy. At the hearing, plaintiff's counsel referred to the affidavit Inman filed at the November 13, 2019 hearing in which Inman stated that she had given the \$85,000 check to Mr. Berlinsky shortly after she met with him in 2017 which was before any of plaintiff's discovery requests were sent out. Plaintiff's counsel stated that the undersigned gave him the check after he was retained by Inman and that it was in the file Mr. Berlinsky delivered to the undersigned's office (page 12, lines 3-18). As an officer of this Court, the undersigned affirms that a copy of the \$85,000 check was in the file Mr. Berlinsky delivered to him after Mr. Berlinsky was relieved.

Concerned about the repeated blame plaintiff's counsel on Mr. Berlinsky's failure

and delays, the Court stated on page 12 lines 19-24,

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 the defendant, herself, has withheld information that she's –

Plaintiff's counsel responded on page 12, line 25 to page 13, line 5

MR. KEYS: I would assert to the Court there's just been a continued history of failure to comply with 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.**

Plaintiff's counsel went on to state on page 13, lines 11-16

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.**

On page 13 beginning on line 17 the Court stated as follows:

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 do.** So I don't know that I can punish her if she's done what she was supposed to do.

Plaintiff's counsel then gave Judge McCoy an affidavit of attorney's fees and stated on page 14, lines 9-15:

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 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 responded on page 14 on lines 16-20:

THE COURT: **You're asking this and you're alleging that Mr. Berlinsky is the reasons these fees are drummed up.** Don't you think he has the right to be present at the hearing?

Plaintiff's counsel responded on page 14, lines 21-22:

MR. KEYS: In which case, I would request a continuance.

The following is the remainder of the exchange between the Court and plaintiff's counsel about Mr. Berlinsky beginning on page 14, line 23 to page 15, line 11.

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. Don't you agree? I'm going to give this back to you.

MR. KEYS: Thanks 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.**

CONCLUSION

Plaintiff's counsel had the right at the hearing on November 13, 2019 to argue that the defendant herself should be sanctioned but he waived that right by never producing evidence that Inman bore any responsibility for the discovery and other problems about which plaintiff's counsel complained. Plaintiff's counsel stated he was shocked at the number of hours he spent working on this matter that were attributable to Mr. Berlinsky's failure to comply with discovery and his delay. The Court even found that Plaintiff's counsel was "alleging that Mr. Berlinsky is the reasons these fees are drummed up." If Plaintiff's counsel had any evidence that Inman bore any responsibility, he could have gone forward with that proof on November 13, 2019 and have asked for a continuance to prove Mr. Berlinsky's responsibility.

Respectfully Submitted,

S/MICHAEL P. O'CONNELL
Stirling & O'Connell Law Firm
PO Box 828
Mt. Pleasant, SC 29465
843-577-9890 telephone
843-577-9826 facsimile
moconnell@stirlingoconnell.com

Defendant Inman's Lawyer

From: Jessica@berlinskylawfirm.com
Sent: Tuesday, June 23, 2020 3:47 PM
To: Price, Bentley Law Clerk (Juliana Beeks)
Cc: Michael O'Connell; David Conor keys; kerrykoon@hotmail.com; Bruce@berlinskylawfirm.com
Subject: Family Services v. Bridget Inman and Muriel Kennedy 2017-CP-10-5426

Julie,

Attached is my Return and Memorandum in Opposition to Plaintiff's Motion for Sanctions, along with Exhibit A. Sorry for the delay. My doctor wanted to do an unscheduled appointment that put me a little behind in things – nothing to do with COVID-19.

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.

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(she was not a party at the time) was provided to Plaintiff's counsel wherein her address, the account number and her personal stock holdings were redacted. Even if all documents were inadvertently not provided, Berlinsky did truthfully advise Keys of all of the contents of said documents and everything that was told to Keys has been proven to be truthful. As a result, no omission on Berlinsky's part would have resulted in any delay of trial or prejudice to the Plaintiff, whose case is without merit.

Apparently, Plaintiff's counsel contends that a copy of one check and a copy of one closing statement were not timely provided.

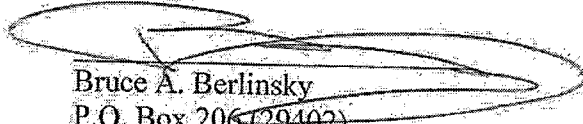
In the event that copies of these documents may have been omitted, such omission could and/or would have been inadvertent and not deliberate. Further, subsequent to the filing of Plaintiff's Motion to Compel, which involved other discovery issues, the undersigned was relieved as counsel and Mr. O'Connell substituted in his stead. Mr. O'Connell thereafter supplemented Plaintiff's discovery responses. Upon receipt of said Supplemental responses, Plaintiff filed its Motion for Sanctions against the undersigned. It appears that Plaintiff's Motion is based upon the allegations that the undersigned failed to produce those specific documents which Mr. O'Connell produced.

First, the undersigned believes that copies of said documents were produced. Second, if copies of said documents were not produced and were in the undersigned's possession the failure to produce copies of these documents was inadvertent and not deliberate. Third, Plaintiff was provided copies of said documents by Mr. O'Connell by way of supplemental responses. Plaintiff has not been prejudiced by the purported delay in receiving said documents. Fourth, Plaintiff's counsel questioned the Defendant extensively in her deposition regarding these documents and therefore he had sufficient confirmation upon which to pursue copies of these documents through the use of subpoenas.

CONCLUSION

Based on the foregoing, there was no prejudice to Plaintiff, no undue burden on Plaintiff and Plaintiff has been provided copies of said documents; the Motion should be denied.

Respectfully Submitted,



Bruce A. Berlinsky
P.O. Box 206 (29402)
One Carriage Ln., Bldg. F
Charleston, SC 29407
Telephone: 843-852-2202
bruce@berlinskylawfirm.com

Charleston, South Carolina
June 23rd, 2020

Exhibit A

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

RELEASE OF FILE

The undersigned acknowledges receipt of the complete file in the matter of Family Services, Inc. v. Bridget D. Inman (Case No.: 2017-CP-10-5426).

The undersigned acknowledges that the file is the original and that no copies have been made and that she assumes full responsibility for possession of the same. Further, the undersigned authorizes delivery of the same to Michael O'Connell, Esquire.



Bridget Inman

Date: 9-12-19

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 OPPOSITION TO
Plaintiff,	)	DEFENDANT'S MOTION TO STRIKE
	)	
vs.	)	
	)	
Bridget D. Inman and	)	
Muriel C Kennedy	)	
	)	
Defendants.	)	

I. CONCISE SUMMARY OF THE NATURE OF THE CASE

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 "Inman") is a granddaughter of Clarkin and resides in Charleston County.

Plaintiff has alleged Clarkin and Inman entered into an agreement that Clarkin would lend Defendant money to purchase a house. On or about July 7, 2008, Clarkin made an initial withdrawal of about \$138,000.00 from a HELOC in Clarkin's name secured by real property which Clarkin owned (hereinafter "HELOC"). On July 7, 2008, Inman 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 14 (hereinafter "Subject Property"). Inman has acknowledge

making 104 monthly repayments towards the money Clarkin loaned Inman, from September of 2008 until April of 2017, with the last payment made on or about April 11, 2017. However, after being served with the Summons and Complaint in this matter, Inman for the first time began asserting the money she originally received from Clarkin was a gift and that the 104 consecutive monthly repayments Inman made on the money provided by Clarkin were all gifts Inman gave back to Clarkin.

Q. Okay. This [Depo Exhibit 6] 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 toward 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 of 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.

(See Inman's Depo Pg. 14, ln 22 – Pg. 18, ln 24, filed in this matter on 11/12/19, as well as Exhibit 6 to the deposition which attached hereto as **Exhibit "A"** and incorporated herein by reference.).

Once Plaintiff became conservator for Ms. Clarkin in early 2015, Plaintiff began sending Inman monthly invoices for Inman's monthly payment obligation. Inman agreed to and did make each of the monthly payments to Plaintiff, only missing her first monthly payment to Plaintiff in May of 2017. However, after Inman was served with the summons and complaint in this matter on October 31, 2017, Inman now asserts:

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 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.

(See Inman's Depo Pg. 63, ln 20 – Pg. 64, ln 8, filed in this matter on 11/12/19)

It is noteworthy that in the three years this matter had been pending Inman has produced no documentation in discovery in this matter and Plaintiff is not in possession of any documentation which evidences, that prior to being served with the Summons and Complaint in this matter Inman ever made a statement or assertion to Plaintiff that she was not obligated to make monthly payments in repayment for the money Clarkin lent her and/or that she was not obligated to repay Clarkin for the money lent. Rather by contrast, Plaintiff has produced invoices as well as multiple email exchanges with Inman providing the Inman with notice of the requirement to make her monthly payment obligation to which Inman responded that she had mailed the required payment to Plaintiff (See **Exhibit "B"** attached hereto and incorporated herein by reference). Moreover, on multiple occasions Inman offered an alternative method of payment for her obligation to Clarkin by offering to Plaintiff to deed the Subject Property to Plaintiff and/or Clarkin (See **Exhibit "C"** attached hereto and incorporated herein by reference).

On February 6, 2017, Inman sold the Subject Property for \$100,000.00. Thereafter, in March of 2017, Inman made her required monthly payment to Plaintiff pursuant to Inman's obligation to Clarkin. Upon learning that Inman had sold the Subject Property, Plaintiff began inquiring to Inman that if after receiving the proceeds from the sale of the Subject Property Inman intended to continue making the monthly payments as Inman had done for the past decade and had

continued do after the sale of the Subject Property or if in the alternative Inman was interested in an alternative payment method of making a lump sum payment toward her obligation to Clarkin. After the sale of the Subject Property during March and April of 2017 Plaintiff and Inman had email exchanges discussing the manner and method in which Inman intended to continue payments towards her obligation to Clarkin. The relevant email exchanges are as follows (See **Exhibit "D"** attached hereto and incorporated herein by reference):

1) Plaintiff March 21, 2017, wrote: "Bridget, It has come to my attention that 316 Elrod has been sold. Please let know how you intend to make payment on the equity line moving forward – will there be a lump sum payment made or will you continue making monthly payments?"

2) Plaintiff March 27, 2017, wrote: "Bridget, I am following up on this . . . I understand that you have sold the Elrod property. Please let me know if you will be continuing to make interest-only payments on the account or how you will be proceeding."

3) Plaintiff April 4, 2017, wrote: "Bridget I am following up again regarding the equity line and the Elrod property that has been sold. I have a couple of questions, please call me. . ."

4) Inman April 10, 2017, wrote: "The payment for April was mailed. . . you should receive it any day. . ."

5) Inman April 17, 2017, wrote: "Hi Kelley, Good morning, hope you had a nice Easter. I'm going to try to call you at noon today to discuss the payments."

6) Inman April 20, 2017, wrote: "Hi Kelley, Good afternoon, please advise soonest, the feedback from Wells Fargo/Family Services regarding our phone discussion earlier this week."

On April 17, 2017, Plaintiff and Inman had a long phone conversation about alternative methods payment which Inman could elect to follow in order to repay her obligation to Clarkin. At the time of the conversation Inman was current on making her required monthly payments and had never failed to make the required monthly payment on her obligation. Plaintiff was of the opinion and belief at the time of the April 17, 2017, phone conversation that Plaintiff and Inman were

discussing alternative methods of payment by which Inman could repay her obligation to Clarkin. Plaintiff had no reason to believe that they were discussing settlement of a disputed debt. Moreover, up to that point Inman had never asserted to Plaintiff that she disputed the existence of her obligation to Clarkin. Plaintiff had no reason to believe that Plaintiff and Inman were discussing anything more than the manner in which Inman would continue to repay her obligation to Clarkin (See **Exhibit "E"** attached hereto and incorporated herein by reference).

II. BRIEF PROCEDURAL HISTORY

1. July 7, 2008, Clarkin loaned Inman \$138,000.00 to purchase the Subject Property using funds from a HELOC secured by real property Clarkin owned.
2. September 2008, through February of 2017, Inman made the required monthly payments towards the HELOC every month.
3. February 2017, Inman sold the Subject Property receiving more than \$99,000.00 from the proceeds of sale.
4. March 2017, Inman made to regular monthly payment to Plaintiff to be applied towards the HELOC, as she had since 2015 when Plaintiff began as conservator.
5. On or about April 11, 2017, Inman mailed her required monthly payment to Plaintiff to be applied toward the HELOC.
6. April 17, 2017, Plaintiff and Inman had a phone conversation about Inman paying Plaintiff all of the proceeds of the Sale of the Subject Property to be applied towards Inman's obligation to Clarkin.
7. May 2017, Inman failed to make her monthly payment towards her obligation to Clarkin for the first time in essentially a decade and has not made a payment towards her obligation to Clarkin since.
8. October 20, 2017, Plaintiff filed the Summons and Complaint in this matter.
9. December 13, 2017, Inman filed an answer in this matter without asserting any affirmative defenses.
10. January 26, 2018, Plaintiff served Inman with discovery requests, including a request to identify the location of the proceeds of sale from the Subject Property.

11. June 19, 2018, this Court issued an Order Compelling Inman to respond within 15 days to the discovery, including disclosing the location of the proceeds of sale of the Subject Property.
12. April 5, 2019 Inman finally partially complied with this Courts Order Compelling Discovery, when finally Inman stated and produced documents evidencing that Inman had given her mother Muriel Kennedy (hereinafter "Kennedy"), money from the proceeds of Sale and that Kennedy had used the money to purchase \$67,000.00 dollars of Apple stock in Kennedy's name.
13. April 8, 2018, during Inman's deposition she testified that she gave Kennedy \$85,000.00 to invest on Inman's behalf which constitutes the vast majority of the proceeds of sale of the Subject Property.
14. April 12, 2019, Plaintiff filed a motion to amend its complaint to add Kennedy as a necessary party based upon the recently disclosed information which Inman failed to disclose pursuant to Court Order a year prior.
15. April 22, 2019, this matter was called for Jury Trial for that week, but given the recent change in circumstances as a result of the motion to amend the complaint to add a necessary third party the matter did not proceed forward with trial.
16. July 29, 2019, the Motion to Amend was scheduled to be heard, but Inman and/or her counsel requested and were granted a continuance.
17. July 29, 2019, this matter was called for Jury Trial for that week, but given the pending motion to amend the complaint to add a necessary third party the matter did not proceed forward with trial.
18. August 26, 2019, the Motion to Amend was scheduled to be heard, but Inman and/or her counsel requested and were granted a continuance.
19. November 14, 2019, and Order granting Plaintiff's Motion to Amend the Complaint was filed.
20. November 18, 2019, this matter was called for Jury Trial for the week, but given the recent Order permitting the amendment of the complaint to add a necessary third party the matter did not proceed forward with trial.
21. December 30, 2019, Inman responding to the amended complaint, filed this Motion to Strike.

III. LEGAL DISCUSSION

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)

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, SCRCP. 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 deny Inman’s Motion to strike these pleadings based on the following grounds: 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.

Rule 408, SCRE states: “Evidence of (1) furnishing or offering or promising to furnish, or (2) accepting or offering or promising to accept, a valuable consideration in compromising or attempting to compromise *a claim which was disputed* as to either validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount. Evidence of conduct or

statements made in compromise negotiations is likewise not admissible. This rule does not require the exclusion of any evidence otherwise discoverable merely because it is presented in the course of compromise negotiations. This rule also does not require exclusion when the evidence is offered for another purpose, such as proving bias or prejudice of a witness, negating a contention of undue delay, or proving an effort to obstruct a criminal investigation or prosecution.”

1. THERE WAS NO CLAIM IN DISPUTE

For a statement to be inadmissible pursuant to Rule 408, SCRE, there must be a claim in dispute. In *QHG of Lake City, Inc. v. McCutcheon*, McCutcheon asserted that the special referee improperly admitted evidence of a \$250.00 check she sent to the hospital, because she contended it was part of a settlement negotiation and should have been excluded under Rule 408. The court ruled: “nothing in the record suggests McCutcheon and the hospital had ever negotiated anything at the time the check was written or that either party ever disputed whether McCutcheon was bound to repay the loans. As such, rather than sending the check in “an attempt to curb further litigation,” the testimony at trial affords only the conclusion that McCutcheon intended the check as her first payment on the loan. Nothing in the rule against settlement testimony requires courts to exclude evidence that a party tendered a sum mutually understood to be due.” 360 S.C.196, 209, 600 S.E.2d 105 (Ct. App. 2004)(Citations Omitted).

In this case like in *McCutcheon*, Iman has produced no contemporaneous evidence that on April 17, 2017, the time of Iman’s statement, Inman disputed the existence of her obligation to repay Clarkin. Inman was current on her monthly payments to Plaintiff and Plaintiff had no reason to believe that Inman disputed the existence of the obligation. Inman had never asserted to Plaintiff that she disputed the existence of the obligation. Rather Inman made monthly payments to Plaintiff for two years, in response to the monthly invoices Plaintiff sent Inman. Moreover, the

contemporaneous emails attached hereto as Exhibit “D” evidence that the discussion Plaintiff and Inman were having on April 17, 2017, when Inman made the statement was a simple business discussion over method of payment, namely a lump sum payment versus monthly payments. At the time Inman was current on her payments as she had been since 2008. Plaintiff was asking Inman in emails that as a change in circumstances resulting from the sale of the Subject Property if Inman intended continue to make monthly payments on the obligation going forward or she intended to make a lump sum payments as to her obligation. The evidence simply does not support Inman contention, made three years into this lawsuit, that her statements made six months before she was served with the summons and complaint in this suit were settlement negotiations of an existing dispute. Therefore, this Court should deny Inman’s Motion to Strike.

2. VOLUNTARY ADMISSIONS AGAINST INTEREST ARE ADMISSIBLE

In *Llewellyn v. Atl. Greyhound Corp*, our Supreme Court overturned the ruling of a trial judge who held that certain portions of a letter constituted an offer of settlement, and for that reason the letter was inadmissible as a whole. The court stated: “It was an *ante litem motam* [before suit was brought] letter, written three days after the bus trip, and simply presents a claim for a definite sum as expenses incurred in connection therewith, and sets out the facts on which the claim is based. It was related to the matters in issue and was in part at variance with the testimony as given by respondent in her direct examination. As a declaration against interest the entire letter was competent to go to the jury along with the other testimony in the case and should have been admitted in evidence after being identified by the respondent as it was. Appellant was clearly prejudiced by the refusal to admit the entire letter. *The voluntary declarations or admissions of a party to a civil suit against his interest are clearly receivable in evidence.*” 28 S.E.2d 673 (1944) (citations omitted).

In *Hunter v. Hyder* our Supreme Court again addressed the issue in an action for trespass upon land brought against Hyder and Wyatt. It was alleged that Wyatt had disposed of all his interest in the timber on the land to Hyder. Hyder denied that he or any of his agents entered upon the lands in question. The court stated: "We have reviewed the testimony objected to by the appellants and we conclude, as did the trial Judge, that the testimony did not constitute an offer of compromise. The respondent testified that the appellant Wyatt said "I thought the wood foreman had gotten drunk and had gotten over on it and I wanted to straighten it up." It was further testified that Wyatt said he would get a man who was a timber cruiser to come down to the place and check it over. The foregoing testimony and all other testimony with reference to this question, does not evidence an offer of compromise. Rather, the statements attributed to Wyatt were declarations or admissions against his interest, and we think as such, the evidence was competent. This exception is overruled." 236 S.C.378, 114, S.E.2d 493 (1960) (Citations Omitted).

In this case like in *Llewellyn* and *Hunter*, Inman made statements prior to any contemplation of litigation, which related to the matters in issue, namely the existence of the obligation and are at variance with the testimony Inman gave in her deposition. The statements are voluntary declarations or admissions of Inman against her interest. Therefore, Inman's Motion to Strike should be denied.

3. STRIKING PLEADINGS IS A DRASTIC REMEDY THE ADMISSION OF ALLEGATIONS IS MATTER BEST LEFT TO BE DETERMINED AT TRIAL

"The ultimate viability of any claim is determined by the evidence produced at trial rather than the allegations of the pleadings." *Todd v. SC Farm Bureau Mutual Ins. Co.*, 283 S.C. 155, 168, 321 S.E.2d 602 (1984). "Simply stated, the question before us is whether the pleading should have been stricken, or, on the other hand, should the defendant be allowed to prove, if he can, . . . [his alleged defense], under the facts and circumstances of this case . . . We think that the pleading

should not have been stricken and that the ultimate questions raised by the alleged defense should be decided in the light of all of the facts and circumstances adduced upon the trial, rather than being decided simply on the pleadings. . . It is recognized that striking a pleading is a severe remedy and should be resorted to only in cases palpably requiring it for the administration of justice. The remedy will be granted only when the defect is plain, for where there is a semblance of a cause of action or defense set up in the pleading, its sufficiency cannot be determined on motion to strike out . . . we do not think that the rights of the parties should be determined 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).

In this case there is no palpable need for the administration of justice that requires striking the allegations of Paragraphs 90 and 91 of the Amended Complaint. The determination of whether evidence as to Inman’s statements on April 17, 2017, and her testimony regarding those statements is a determination best decided at the determination of the merits not at the pleading stage of this matter. Therefore, Inman’s motion to dismiss should be denied.

4. PLEADINGS ARE NOT EVIDENCE ADMISSIBLE TO A JURY DURING JURY DELIBERATIONS

“Counsel for any party may read his pleadings to the jury or make a statement to the jury of the facts alleged in the pleadings and the theory of his case; but counsel shall not argue his case during his opening statement. The pleadings shall not be submitted to the jury for its deliberations.” Rule 43(g), SCRCF. “Rule 43(g) preserves Circuit Rule 85, except it prohibits submitting the pleadings to the jury for its deliberations, a needed change to avoid the jury treating pleadings as evidence or having information therefrom contrary to the judge's charge and

instructions.” Rule 43(g), SCRCP (Note). If the jury may not consider pleadings as evidence when deliberating upon the case, then Inman is not prejudiced by the allegations of the amended complaint. As set forth herein above in section 3, the drastic nature of striking pleadings coupled with the fact that they are not admissible evidence, strongly weighs in the favor of this Court denying Inman’s Motion to Strike.

CONCLUSION

For the foregoing reasons set forth herein above Plaintiff would request that this Court deny Inman’s Motion to Strike.

RESPECTUFLY 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

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.

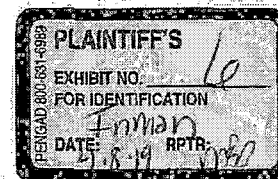
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From: David Conor keys [mailto:conor@dconorkeyslaw.com]
 Sent: Thursday, April 04, 2019 11:50 AM
 To: Jessica@berlinskylawfirm.com; Bruce@berlinskylawfirm.com
 Subject: RE: Clarkin v. Inman

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



the last four digits of the account number unredacted. If you could bring that on Monday it would be greatly appreciated.

Further as I noted in the cover letter for the Deposition Notice and Subpoena I served on you last week I still have not received all responses to discovery as ordered by the Order to Compel. Fully responding to what is required in that Order would probably shorten this deposition for all of us by a decent amount of time.

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: Wednesday, March 20, 2019 5:12:44 PM
To: Jessica@berlinskylawfirm.com; Bruce@berlinskylawfirm.com
Subject: RE: Clarkin v. Inman

Jessica

That works I will send you guys a Depo Notice for that time. Thanks.

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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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 \$99,327.71)

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 634

MTN STRIKE EXHIBIT A

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			

RECORD 635

MTN STRIKE EXHIBIT B

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.
>

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

MTN STRIKE EXHIBIT B

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

Kelley Evans

From: Bridget Inman <inmanbridget@yahoo.com>
Sent: Wednesday, February 15, 2017 12:21 PM
To: Kelley Evans
Subject: Re: Equity line Muriel Clarkin

Hi Kelley,
I put it in the mail yesterday or Monday (I don't remember), so should be there today.

Thank you,
Bridget

Sent from my iPhone

On Feb 15, 2017, at 10:16 AM, Kelley Evans <kevans@originsc.org> wrote:

Hi Bridget,
This is just a reminder that the equity line payment is due.
Thanks

Best regards,
Kelley Evans
Conservator Counselor
Family Services, Inc. DBA Origin SC

4925 Lacross Rd. | Suite 215 | North Charleston, SC 29406
kevans@OriginSC.org | phone: 843.735.7828 | fax: 843.735.7829 | www.OriginSC.org

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<Invoice II.doc.docx>

Kelley Evans

From: Bridget Inman <inmanbridget@yahoo.com>
Sent: Tuesday, April 11, 2017 4:31 PM
To: Kelley Evans
Subject: Re: Equity line Muriel Clarkin

The payment for April was mailed...you should receive it any day. Please send me the documentation. There seems to be a discrepancy in calculations with regard to the balance.

Sent from my iPhone

On Apr 10, 2017, at 9:18 PM, Kelley Evans <kevans@originsc.org> wrote:

I called Wells Fargo to get the current loan balance and have kept a spreadsheet of all of Patricia's payments to Family Services, which were then forwarded to Wells Fargo- just as yours have been. Both parties had been making regular monthly payments. However at this point, your portion is overdue. Please advise how you will be proceeding. Thank you.

Sent from my iPhone

On Apr 10, 2017, at 8:19 PM, Bridget Inman <inmanbridget@yahoo.com> wrote:

Thank you, Kelley. Would you please send me the documentation (break down) of how you/family services/ Wells Fargo arrived at the current balance of \$131,237.90 and the proof that Patricia paid the \$16,958.00?

Sent from my iPhone

On Apr 10, 2017, at 9:23 AM, Kelley Evans <kevans@originsc.org> wrote:

Bridget,
The Hazard insurance was a Patricia issue where Wells Fargo required that proof of homeowners insurance be provided to them. She took a while getting that information submitted so in the meantime, they force-placed insurance on the property. Once the proof of coverage was finally submitted, they refunded all of those charges.

The current balance is \$131,237.90 and the current interest rate is 4.9%.

Patricia took out \$15,000 three years ago and has paid \$16,958.00. I have run this into an amortization chart and concluded that her portion of the debt has been met.

Since Elrod has been sold, please let me know your intentions with this equity line. Will you be using the proceeds from the sale to pay down your portion of this loan? The sooner we can untangle this co-mingled loan, the better off for all parties.

MTN STRIKE EXHIBIT C

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

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 if 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 do so several times in the past. Please let me know if this is acceptable.
>
> Best Regards,
> Bridget Inman
> Inmanbridget@yahoo.com
>

MTN STRIKE EXHIBIT D

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

From: Kelley Evans
Sent: Tuesday, March 21, 2017 8:09 AM
To: Beezy (inmanbridget@yahoo.com)
Subject: RE: Equity line Muriel Clarkin

Actually, no, the balance as of now is \$144,755.90.

Patricia says she has made a \$13,518 payment but it has not posted to the account yet.

Best regards,

Kelley Evans

Conservator Counselor
Family Services, Inc. DBA Origin SC

4925 Lacross Rd. | Suite 215 | North Charleston, SC 29406
kevans@OriginSC.org | phone: 843.735.7828 | fax: 843.735.7829 | www.OriginSC.org

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From: Kelley Evans
Sent: Tuesday, March 21, 2017 8:03 AM
To: 'Bridget Inman'
Subject: Equity line Muriel Clarkin

Bridget,

It has come to my attention that 316 Elrod has been sold.

Please let me know how you intend to make payments on the equity line moving forward – will there be a lump sum payment made or will you continue to make monthly payments? The balance is currently \$146,687.12.

Thanks.

Best regards,

Kelley Evans

Conservator Counselor
Family Services, Inc. DBA Origin SC

4925 Lacross Rd. | Suite 215 | North Charleston, SC 29406
kevans@OriginSC.org | phone: 843.735.7828 | fax: 843.735.7829 | www.OriginSC.org

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MTN STRIKE EXHIBIT D

Thanks.

Best regards,

Kelley Evans

Conservator Counselor
Family Services, Inc. DBA Origin SC

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kevans@OriginSC.org | phone: 843.735.7828 | fax:
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From: Bridget Inman [<mailto:inmanbridget@yahoo.com>]
Sent: Thursday, April 06, 2017 9:44 AM
To: Kelley Evans
Subject: Re: Equity line Muriel Clarkin

Hi Kelley,

Thank you. What is the current balance as of this email? Please include a break down of how family services arrived at the calculation. Also, please advise what the charge was for on December 14, 2016, Hazard Insurance Premium Payment in the amount of \$87.55. -What is this charge and by whom was this charged? How often was and/ or is it being charged? Additionally, what is the current interest rate as of this email?

Best,
Bridget

Sent from my iPhone

On Apr 4, 2017, at 2:25 PM, Kelley Evans <kevans@originsc.org> wrote:

Bridget,
I am following up again regarding the equity line and the Elrod property that has been sold. I have a couple of questions, please call me at 735-7828 to discuss.

Thank you.

Best regards,
Kelley Evans
Conservator Counselor
Family Services, Inc. DBA Origin SC

MTN STRIKE EXHIBIT D

4925 Lacross Rd. | Suite 215 | North Charleston, SC
29406
kevans@OriginSC.org | phone: 843.735.7828 | fax:
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From: Kelley Evans
Sent: Monday, March 27, 2017 9:54 AM
To: Beezy (inmanbridget@yahoo.com)
Subject: FW: Equity line Muriel Clarkin

Bridget,
I am following up on this....I understand that you have sold the Elrod property. Please let me know if you will be continuing to make interest-only payments on the account or how you will be proceeding.

Patricia has recently made a \$13,518 payment.

Thanks.

Best regards,
Kelley Evans
Conservator Counselor
Family Services, Inc. DBA Origin SC

4925 Lacross Rd. | Suite 215 | North Charleston, SC
29406
kevans@OriginSC.org | phone: 843.735.7828 | fax:
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From: Kelley Evans
Sent: Tuesday, March 21, 2017 8:09 AM
To: Beezy (inmanbridget@yahoo.com)
Subject: RE: Equity line Muriel Clarkin

MTN STRIKE EXHIBIT D

Actually, no, the balance as of now is \$144,755.90.

Patricia says she has made a \$13,518 payment but it has not posted to the account yet.

Best regards,

Kelley Evans

Conservator Counselor
Family Services, Inc. DBA Origin SC

4925 Lacross Rd. | Suite 215 | North Charleston, SC
29406

kevans@OriginSC.org | phone: 843.735.7828 | fax:
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From: Kelley Evans

Sent: Tuesday, March 21, 2017 8:03 AM

To: 'Bridget Inman'

Subject: Equity line Muriel Clarkin

Bridget,

It has come to my attention that 316 Elrod has been sold.

Please let me know how you intend to make payments on the equity line moving forward – will there be a lump sum payment made or will you continue to make monthly payments? The balance is currently \$146,687.12.

Thanks.

Best regards,

Kelley Evans

Conservator Counselor
Family Services, Inc. DBA Origin SC

4925 Lacross Rd. | Suite 215 | North Charleston, SC
29406

kevans@OriginSC.org | phone: 843.735.7828 | fax:
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MTN STRIKE EXHIBIT D

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

Kelley Evans

From: Kelley Evans
Sent: Thursday, April 20, 2017 2:09 PM
To: 'Bridget Inman'
Subject: RE: Feedback

As we discussed, I will send you a copy of the current equity statement when I receive it.

Best regards,
Kelley Evans
Conservator Counselor
Family Services, Inc. DBA Origin SC

4925 Lacross Rd. | Suite 215 | North Charleston, SC 29406 kevans@OriginSC.org | phone: 843.735.7828 | fax:
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-----Original Message-----

From: Bridget Inman [<mailto:inmanbridget@yahoo.com>]
Sent: Thursday, April 20, 2017 2:06 PM
To: Kelley Evans
Subject: Feedback

Hi Kelley,
Good afternoon, please advise soonest, the feedback from Wells Fargo/ Family Services regarding our phone discussion earlier this week.

Best,
Bridget

Sent from my iPhone

MTN STRIKE EXHIBIT D

Kelley Evans

From: Bridget Inman <inmanbridget@yahoo.com>
Sent: Monday, April 17, 2017 7:50 AM
To: Kelley Evans
Subject: Payments

Hi Kelley,
Good morning, hope you had a nice Easter. I'm going to try and call you at noon today to discuss the payments.

Best Regards,
Bridget

Sent from my iPhone

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

MTN STRIKE EXHIBIT E

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,	)	IN OPOSITION TO THE MOTION
	)	TO STRIKE
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. (hereinafter "Family Services") and am the case manager for Muriel W. Clarkin's Conservatorship.
3. When Family Services began acting as Conservator for Ms. Clarkin I met with Muriel Kennedy (hereinafter "Kennedy"), the daughter of Ms. Clarkin and mother of Bridget Inman (hereinafter "Inman"), to discuss Ms. Clarkin's income and expenses. At that time Kennedy first informed me of the money which Ms. Clarkin lent Inman to purchase 316 Elrod Dr, Goose Creek (hereinafter "Subject Property") and that Ms. Clarkin had acquired the funds from a HELOC taken out in Ms. Clarkin's name and secured by real property Ms. Clarkin owned located at 602 Atlantic St. Mt. Pleasant, SC.
4. At that time Kennedy explained to me that Ms. Clarkin and Inman had agreed that until Inman had repaid Clarkin that Inman was responsible for paying the required monthly payments on the HELOC, and that Inman was paying and was current on making those required monthly payments.
5. At that time Kennedy also explained to me that her sister Patricia Smith (hereinafter "Smith") had managed to take a withdraw from the HELOC on April 25, 2014, in the amount of \$15,000.00 and therefore Smith was also obligated to pay a monthly portion of the monthly interest accrued on the HELOC along with Inman.
6. Smith subsequently repaid Ms. Clarkin the entire portion of the HELOC she was obligated to repay.

7. At that time Kennedy provided me an accounting document showing that she believed as of November 25, 2014, the principle balance on the HELOC which Inman was responsible for repaying to Ms. Clarkin was \$132,634.35 (See. Exhibit "A" attached hereto and incorporated herein by reference).

8. At that time Kennedy told me that she and Inman were discussing Inman selling the Subject Property so that Inman could repay Ms. Clarkin.

9. Thereafter I began sending monthly statements and email reminders to Inman and Smith to pay their required portions of the HELOC.

10. Inman always paid her required monthly portion of the HELOC from March 2015 through April 2017.

11. Inman and her mother Kennedy never asserted to me that Inman or Kennedy denied Inman's obligation to repay Ms. Clarkin. The first time I became aware that Inman asserted she had no obligation to repay Ms. Clarkin was when Inman filed an answer in this matter in December of 2017.

12. After Inman sold the Subject Property in February of 2017, I began inquiring of her if she intended to just keep making her monthly payments as agreed or if she intended to make a large lump sum payment to repay her obligation to Ms. Clarkin.

13. Smith repaid her obligation to Ms. Clarkin by making a lump sum payment in March of 2017.

14. After the sale of the Subject Property Inman made her required monthly payment for March of 2017 and did so again in April of 2017.

15. Thereafter, on April 17, 2017, Inman emailed me and said she wanted to talk about her payments, we had a phone call later that day and Inman suggested that instead of continuing to make her monthly payments, she would be willing to pay the proceeds from the sale of the Subject Property which amounted to over \$90,000.00, but that if she did that instead of continuing to make her monthly payments after that she would like Family Services not to require that she make further monthly payments. I informed her that Family Service could not agree to that because the principle balance on the HELOC at the time was roughly \$131,000.00. We discussed Inman reaching out to Wells Fargo the lender of the HELOC, to see if they would accept all of the proceeds of sale of the Subject Property in exchange for satisfaction of the HELOC. (See Exhibit "B" attached hereto and incorporated herein by reference).

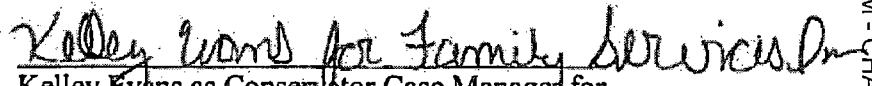
16. Never during the April 17, 2017, conversation did I believe that Inman and myself were trying to resolve a dispute as to whether Inman was obligated to repay Ms. Clarkin. Inman was current on her payments at the time. She had always made her monthly payments and I simply believed that because the Subject Property had been sold and Inman was now in possession of the proceeds of sale that she and I were discussing how she could make an alternative lump sum

MTN STRIKE EXHIBIT E

payment to repay Ms. Clarkin instead of continuing forward with her monthly payments as Iman had always previously done.

16. On April 17, 2019, I had no reason to believe that Inman disputed the existence of her obligation to Ms. Clarkin, and certainly had no conception that Family Services and Inman would end up in this lawsuit in the future. Inman was current on her payments as the time and we were simply discussing different manners in which she could repay her obligation to Ms. Clarkin going forward.

AND FURTHER THE AFFIANT SAYETH NOT.


Kelley Evans as Conservator Case Manager for
For the Conservatorship of Muriel W. Clarkin

SWORN TO before me June 19, 2020.



Notary Public for South Carolina
My Commission Expires: Feb 23, 2028

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426

MTN STRIKE EXHIBIT E

AFFIDAVIT EXHIBIT A

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005428

Statement Period: 01/01/1924 - 11/18/2014

MURIEL W CLARKIN
911 S SHEM DR
MOUNT PLEASANT, SC 294644129

TRANSACTIONS cont.

Proc Date	ET Date	Tran Code	Action	Interest	Principal	Misc 1	Misc 2	Misc 3	Escrow	Total Pmt	Prin Bal
06/05/2012	06/05/2012	30 A	Payment	(\$505.09)	(\$314.82)	\$0.00	\$0.00	\$0.00	\$0.00	\$819.91	\$137,262.76
07/05/2012	07/05/2012	30 A	Payment	(\$504.01)	(\$307.69)	\$0.00	\$0.00	\$0.00	\$0.00	\$811.70	\$136,654.77
08/06/2012	08/05/2012	30 A	Payment	(\$502.85)	(\$299.15)	\$0.00	\$0.00	\$0.00	\$0.00	\$802.00	\$136,045.62
09/10/2012	09/10/2012	30 A	Payment	(\$501.72)	(\$290.25)	\$0.00	\$0.00	\$0.00	\$0.00	\$791.97	\$135,435.34
10/09/2012	10/08/2012	30 A	Payment	(\$500.60)	(\$281.20)	\$0.00	\$0.00	\$0.00	\$0.00	\$781.80	\$134,823.14
11/09/2012	11/03/2012	30 A	Payment	(\$499.78)	(\$272.24)	\$0.00	\$0.00	\$0.00	\$0.00	\$772.02	\$134,213.90
12/04/2012	12/02/2012	30 A	Payment	(\$499.51)	(\$263.49)	\$0.00	\$0.00	\$0.00	\$0.00	\$763.00	\$133,604.41
01/02/2013	01/04/2013	30 A	Payment	(\$499.48)	(\$254.84)	\$0.00	\$0.00	\$0.00	\$0.00	\$753.32	\$132,994.57
02/05/2013	02/05/2013	30 A	Payment	(\$499.42)	(\$246.51)	\$0.00	\$0.00	\$0.00	\$0.00	\$743.93	\$132,383.29
03/11/2013	03/02/2013	30 A	Payment	(\$499.37)	(\$238.63)	\$0.00	\$0.00	\$0.00	\$0.00	\$734.00	\$131,770.66
04/01/2013	03/29/2013	30 A	Payment	(\$499.31)	(\$230.69)	\$0.00	\$0.00	\$0.00	\$0.00	\$724.00	\$131,157.97
05/02/2013	05/02/2013	30 A	Payment	(\$499.28)	(\$222.74)	\$0.00	\$0.00	\$0.00	\$0.00	\$714.02	\$130,544.23
05/01/2013	05/01/2013	30 A	Payment	(\$499.22)	(\$214.78)	\$0.00	\$0.00	\$0.00	\$0.00	\$704.00	\$129,929.45
07/08/2013	07/08/2013	30 A	Payment	(\$499.17)	(\$206.83)	\$0.00	\$0.00	\$0.00	\$0.00	\$694.00	\$129,313.45
08/12/2013	08/08/2013	30 A	Payment	(\$499.63)	(\$198.17)	\$0.00	\$0.00	\$0.00	\$0.00	\$684.00	\$128,695.82
09/10/2013	09/09/2013	30 A	Payment	(\$497.78)	(\$17.24)	\$0.00	\$0.00	\$0.00	\$0.00	\$515.00	\$128,678.60
10/10/2013	10/10/2013	30 A	Payment	(\$498.93)	(\$30.07)	\$0.00	\$0.00	\$0.00	\$0.00	\$529.00	\$128,648.53
11/13/2013	11/13/2013	30 A	Payment	(\$498.63)	(\$303.37)	\$0.00	\$0.00	\$0.00	\$0.00	\$802.00	\$127,845.16
12/10/2013	12/09/2013	30 A	Payment	(\$498.65)	(\$34.35)	\$0.00	\$0.00	\$0.00	\$0.00	\$533.00	\$127,810.81
01/13/2014	01/10/2014	30 A	Payment	(\$494.00)	(\$58.40)	\$0.00	\$0.00	\$0.00	\$0.00	\$552.00	\$127,256.42
02/10/2014	02/07/2014	30 A	Payment	(\$494.41)	(\$305.59)	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00	\$126,450.93
03/05/2014	03/05/2014	30 A	Payment	(\$493.87)	(\$308.03)	\$0.00	\$0.00	\$0.00	\$0.00	\$802.00	\$125,642.90
04/04/2014	04/04/2014	30 A	Payment	(\$492.67)	(\$297.33)	\$0.00	\$0.00	\$0.00	\$0.00	\$790.00	\$124,845.57
04/25/2014	04/25/2014	46 A	Advance	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$139,845.57
05/05/2014	05/02/2014	30 A	Payment	(\$491.54)	(\$295.45)	\$0.00	\$0.00	\$0.00	\$0.00	\$787.00	\$139,058.57
05/12/2014	05/10/2014	30 A	Payment	\$0.00	(\$207.83)	\$0.00	\$0.00	\$0.00	\$0.00	\$207.83	\$138,850.74

0.991

(5,000)

415.66
- 108.60
307.06

147,605.64
- 14,971.29

\$132,634.35
- 278.35

Bridgette
pay off
11/25/14
\$132,356.00

15000
+ Interest 415.66 pd.
214 days (1.808177/day)
386.95 (Interest)
- 108.60

\$14,971.29

\$132,356.00

278.35
60 days
↓
ANN

Kelley Evans

From: muriel kennedy <murk@comcast.net>
Sent: Thursday, March 24, 2016 12:03 PM
To: Kelley Evans
Subject: Re: Clarkin - concerns

Ms Evans, I received your email. I don't understand the difference between Teddy and Chiniet in Payment. I know nothing about a \$750 cap for Teddy. It just absolutely makes Zero sense and they will not talk to me. Fact remains she gets \$75/day in home care and the numbers do not add up. John Hancock should have been billed \$27375 for the Year. I gave you a Zero balance on her credit card and was told it would be destroyed in January 2015. It was not destroyed until the end of March and my sister used it for personal gain. The credit line interest on 602 Atlantic street was not evenly distributed. I gave you the pay off as the day my sister took an additional \$15,000 out on the equity line. You calculated the interest on the entire balance not the pay off which had now been reduced even further by my daughter since the day Tricia took the additional money and never made her payments. So again I'm respectfully asking for the second time all bills submitted for caregivers/ caregiving companies since court order, the credit card statements 12-2015 to present, the bills for roof repair which I see nothing to that affect since a tree is currently growing out of her roof and a copy of her tax return. In addition I would like a copy of Ellen Babbs bill and Cathy Masons. Futhermore, I do not see ONE bill for medical expenses paid for the entire year. That is utterly impossible. Thank you for your cooperation and expediting this information to me. Muriel

----- Original Message -----

From: Kelley Evans
To: murk@comcast.net ; Renee Newman (rcn@bonllc.net)
Cc: Cathy Mason (guardiancathy@gmail.com)
Sent: Wednesday, March 16, 2016 10:20 AM
Subject: Clarkin - concerns

Ms. Kennedy,

I wanted to address some of your recent concerns regarding your mother's account.

I contacted John Hancock and verified that Teddy was in fact ineligible to file for claims last year because by mid-April 2015, he had reached his maximum informal care benefit for the year. He understands that he will send this year's claim forms to me on a regular basis until his \$750 benefit is maxed out. Chinette is eligible to file claims throughout the year. Both caregivers have submitted January-March claims to me and John Hancock is currently processing them. You have stated to me that you believe your mother's funds are only projected to last for another six months. An Annual Accounting was recently filed with Probate Court, you can request a copy from them if you would like to review it. With 24/7 caregivers, her funds are depleting but her checking and various investment accounts will certainly last longer than six months.

Please let me know if you have any other questions or concerns.

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

Empowering People. Changing Lives. Creating and Restoring Dre

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MTN STRIKE EXHIBIT E

AFFIDAVIT EXHIBIT 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 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
04/17/2017	Telephone		kevans

ELECTRONICALLY FILED - 2020 Jun 22 12:00 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005426



MTN STRIKE EXHIBIT E
your path to ~~Stability~~ starts here

AFFIDAVIT EXHIBIT B

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

Ellen F. Fieresa
Notary Public for South Carolina

My Commission Expires: 8/8/2023

Signature: [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):

From: Price, Bentley
Sent: Monday, August 3, 2020 2:39 PM
To: Kerry Koon; Michael O'Connell; Price, Bentley Law Clerk (Juliana Beeks); David Conor keys
Cc: karen@dejonglawfirm.com
Subject: RE: Family Services, Inc. v. Bridget Inman, Case No. 2017-CP-10-5426

No, I believe there is simply a motion to reconsider concerning a Motion to Intervene that was not clear.
Bentley

From: Kerry Koon <kerrykoon@hotmail.com>
Sent: Monday, August 3, 2020 1:59 PM
To: Price, Bentley <bpricej@sccourts.org>; Michael O'Connell <moconnell@stirlingoconnell.com>; Price, Bentley Law Clerk (Juliana Beeks) <bpricelc@sccourts.org>; David Conor keys <conor@dconorkeyslaw.com>
Cc: karen@dejonglawfirm.com
Subject: Re: Family Services, Inc. v. Bridget Inman, Case No. 2017-CP-10-5426

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Price, do I need to re-submit the proposed order granting Kennedy's motion to dismiss in a different format. Sorry for the confusion. Kerry.

From: Price, Bentley <bpricej@sccourts.org>
Sent: Monday, August 3, 2020 1:52 PM
To: Michael O'Connell <moconnell@stirlingoconnell.com>; Price, Bentley Law Clerk (Juliana Beeks) <bpricelc@sccourts.org>; David Conor keys <conor@dconorkeyslaw.com>
Cc: Kerry Koon <kerrykoon@hotmail.com>; karen@dejonglawfirm.com <karen@dejonglawfirm.com>
Subject: RE: Family Services, Inc. v. Bridget Inman, Case No. 2017-CP-10-5426

All,

I know Ms DeJong but the clerk's office got confused as to the withdraws. Are there any motions outstanding that need to be ruled upon. Thanks in advance and sorry for confusion.
Bentley

From: Michael O'Connell <moconnell@stirlingoconnell.com>
Sent: Friday, July 31, 2020 12:32 PM
To: Price, Bentley <bpricej@sccourts.org>; Price, Bentley Law Clerk (Juliana Beeks) <bpricelc@sccourts.org>; David Conor keys <conor@dconorkeyslaw.com>
Cc: Kerry Koon <kerrykoon@hotmail.com>; karen@dejonglawfirm.com
Subject: RE: Family Services, Inc. v. Bridget Inman, Case No. 2017-CP-10-5426

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Price: I represent the defendant Bridget Inman. I think there may be some misunderstandings. This is a complicated factual case. I'll give you the relevant facts which I hope will make matters clearer.

Karen DeJong is a lawyer. She represented Patricia Smith in Family Services, Inc. v. Patricia Smith, 2017-CP-10-5427 (5426 and 5427 were filed by Family Services, Inc. on the same day.). Ms. DeJong filed a motion on behalf of Patricia Smith to intervene in this case. At some point, Ms. DeJong was disqualified by court order from representing Patricia Smith in 5427. Ms. Smith is my client's aunt and the daughter of Muriel Clarkin. Family Services is Muriel Clarkin's financial conservator.

After you granted the motion for Patricia Smith to intervene in 5426, Conor Keys who represents the plaintiff Family Services in both cases filed a motion for you to reconsider as did I. Shortly after I filed my motion to reconsider, I filed a motion to withdraw it.

If you wish to have a conference call with me and Mr. Keys, my phone number is 843-224-5717.

Sincerely, Michael P. O'Connell

Stirling & O'Connell Law Firm
PO Box 828
Mt. Pleasant, SC 29465

From: Price, Bentley <bpricej@sccourts.org>
Sent: Friday, July 31, 2020 9:26 AM
To: Price, Bentley Law Clerk (Juliana Beeks) <bpricelc@sccourts.org>; David Conor keys <conor@dconorkeyslaw.com>
Cc: Michael O'Connell <moconnell@stirlingoconnell.com>; Kerry Koon <kerrykoon@hotmail.com>; karen@dejonglawfirm.com
Subject: RE: Family Services, Inc. v. Bridget Inman, Case No. 2017-CP-10-5426

All,

There was a motion to intervene as to Karen DeJong but I was later told that she had withdrawn that motion. Then there was a motion to intervene as to another attorney and I was essentially granting that person's motion to intervene. Sorry don't recall her name.

Bentley

From: Price, Bentley Law Clerk (Juliana Beeks) <bpricelc@sccourts.org>
Sent: Thursday, July 30, 2020 10:32 AM
To: David Conor keys <conor@dconorkeyslaw.com>
Cc: Michael O'Connell <moconnell@stirlingoconnell.com>; Kerry Koon <kerrykoon@hotmail.com>; karen@dejonglawfirm.com; Price, Bentley <bpricej@sccourts.org>
Subject: Re: Family Services, Inc. v. Bridget Inman, Case No. 2017-CP-10-5426

I'm not in today or tomorrow so I will CC him to clarify.

Julie

On Jul 30, 2020, at 10:31 AM, David Conor keys <conor@dconorkeyslaw.com> wrote:

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Julie

I don't understand Judge Price's Order on the Motion to Reconsider. Can you please clarify.

It seems clear that the Plaintiff's Motion to Reconsider the Motions to Strike, Dismiss and for Sanctions was denied, but as the Plaintiff's Motion to Reconsider the Motion to Intervene what is Judge Prices' Ruling?

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: Tuesday, July 21, 2020 4:01 PM
To: Price, Bentley Law Clerk (Juliana Beeks); Michael O'Connell
Cc: Kerry Koon; karen@dejonglawfirm.com
Subject: RE: Family Services, Inc. v. Bridget Inman, Case No. 2017-CP-10-5426

Julie

Attached is Plaintiff's motion to reconsider which yesterday I inadvertently filed in 2017-CP-10-5427 (the sister case to this one), and corrected the error by filing it in this matter this morning, when I realized it had been filed and accepted in the wrong action.

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: Price, Bentley Law Clerk (Juliana Beeks)
Sent: Tuesday, July 21, 2020 3:55 PM
To: Michael O'Connell
Cc: Kerry Koon; David Conor keys; karen@dejonglawfirm.com
Subject: Re: Family Services, Inc. v. Bridget Inman, Case No. 2017-CP-10-5426

Thanks!

Julie

On Jul 21, 2020, at 3:26 PM, Michael O'Connell
<moconnell@stirlingoconnell.com> wrote:

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Julie, please find attached Bridget Inman's filed Motion to Reconsider the order that granted Patricia Smith's motion to intervene. Ms. DeJong filed the motion to intervene on behalf of Ms. Smith. I mailed the motion to Ms. DeJong yesterday since, as far as I can tell, she was not on the Clerk's distribution list for e-filing in this case.

Best Regards, Michael

<filed mot to reconsider.pdf>

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**Julie J. Armstrong**  
Charleston County Clerk of Court

**Charleston County  
Circuit Court Case Details  
Public Index**

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**Family Services Inc , plaintiff, et al VS Bridget D Inman , defendant, et al**

|                      |               |                   |                                           |                    |            |
|----------------------|---------------|-------------------|-------------------------------------------|--------------------|------------|
| Case Number:         | 2017CP1005426 | Court Agency:     | Common Pleas                              | Filed Date:        | 10/20/2017 |
| Case Type:           | Common Pleas  | Case Sub Type:    | Breach of Cont 140                        | File Type:         | Jury       |
| Status:              | Stayed        | Assigned Judge:   | Clerk Of Court C P, G S, And Family Court |                    |            |
| Disposition:         |               | Disposition Date: |                                           | Disposition Judge: |            |
| Original Source Doc: |               | Original Case #:  |                                           |                    |            |
| Judgment Number:     |               | Court Roster:     |                                           |                    |            |

**Case Parties**

Click the  icon to show associated parties.

| Name                                                                   | Address                                                    | Race | Sex | Year Of Birth | Party Type          | Party Status | Last Updated |
|------------------------------------------------------------------------|------------------------------------------------------------|------|-----|---------------|---------------------|--------------|--------------|
| <input checked="" type="checkbox"/> Berlinsky, Bruce Alan(Inactive)    | PO Box 206 Charleston SC 294020206                         |      |     |               | Defendant Attorney  |              | 10/17/2019   |
| <input checked="" type="checkbox"/> Clarkin, Muriel W                  |                                                            |      |     |               | Plaintiff           |              | 10/23/2017   |
| <input checked="" type="checkbox"/> DeJong, Karen Marie                | 222 West Coleman Boulevard Suite 110 Mt. Pleasant SC 29464 |      |     |               | Attorney            |              | 08/09/2019   |
| <input checked="" type="checkbox"/> Family Services Inc                |                                                            |      |     |               | Plaintiff           |              | 03/10/2021   |
| <input checked="" type="checkbox"/> Family Services Inc as conservator |                                                            |      |     |               | Plaintiff           |              | 10/23/2017   |
| <input checked="" type="checkbox"/> Inman, Bridget D                   |                                                            |      |     |               | Defendant           |              | 03/11/2021   |
| <input checked="" type="checkbox"/> Kennedy, Muriel C                  |                                                            |      |     |               | Defendant           |              | 07/21/2020   |
| <input checked="" type="checkbox"/> Keys, David Conor                  | PO Box 14225 Charleston SC 29422                           |      |     |               | Plaintiff Attorney  |              | 10/20/2017   |
| <input checked="" type="checkbox"/> Koon, Kerry W.                     | 147 Wappoo Creek Drive, Ste. 203 Charleston SC 29412       |      |     |               | Defendant Attorney  |              | 02/25/2020   |
| <input checked="" type="checkbox"/> O'Connell, Michael P.              | Stirling & O'connell PO Box 828 Mt. Pleasant SC 29465      |      |     |               | Defendant Attorney  |              | 10/17/2019   |
| <input checked="" type="checkbox"/> Smith, Patricia Clarkin            |                                                            |      |     |               | Other Party to Case |              | 02/16/2021   |
| Story, Matthew Joseph(Inactive)                                        | 126 Seven Farms Drive Suite 200 Charleston SC 29492        |      |     |               | Mediator            |              | 05/18/2018   |
| Thompson, Joseph DuRant III(Inactive)                                  | 111 Coleman Boulevard, Suite 301 Mount Pleasant SC 29446   |      |     |               | Alternate Mediator  |              | 05/18/2018   |

**Actions**

| Name             | Description                                                    | Type   | Motion Roster | Begin Date       | Completion Date | Documents                                                                             |
|------------------|----------------------------------------------------------------|--------|---------------|------------------|-----------------|---------------------------------------------------------------------------------------|
| Inman, Bridget D | NEF(03-11-2021 04:39:49 PM)<br>Order/Protection from Court ... | Filing |               | 03/11/2021-16:40 |                 |  |

|                         |                                                              |        |  |                  |  |  |
|-------------------------|--------------------------------------------------------------|--------|--|------------------|--|--|
| Inman, Bridget D        | Order/Protection from Court Appearance                       | Order  |  | 03/11/2021-16:39 |  |  |
| Inman, Bridget D        | NEF(03-11-2021 03:05:37 PM) Proposed Order/Protection fr...  | Filing |  | 03/11/2021-15:45 |  |  |
| Inman, Bridget D        | Order/Order Cover Sheet \$25.00                              | Filing |  | 03/11/2021-15:05 |  |  |
| DeJong, Karen Marie     | 4/12/2021_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 03/10/2021-10:50 |  |  |
| DeJong, Karen Marie     | 4/12/2021_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 03/10/2021-10:50 |  |  |
| O'Connell, Michael P.   | 4/12/2021_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 03/10/2021-10:50 |  |  |
| O'Connell, Michael P.   | 4/12/2021_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 03/10/2021-10:50 |  |  |
| Koon, Kerry W.          | 4/12/2021_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 03/10/2021-10:50 |  |  |
| Koon, Kerry W.          | 4/12/2021_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 03/10/2021-10:50 |  |  |
| Keys, David Conor       | 4/12/2021_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 03/10/2021-10:50 |  |  |
| Keys, David Conor       | 4/12/2021_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 03/10/2021-10:50 |  |  |
| Smith, Patricia Clarkin | NEF(02-16-2021 10:05:32 AM) Order/Protection from Court ...  | Filing |  | 02/16/2021-10:05 |  |  |
| Smith, Patricia Clarkin | Order/Protection from Court Appearance                       | Order  |  | 02/16/2021-10:05 |  |  |
| Smith, Patricia Clarkin | NEF(02-15-2021 12:53:43 PM) Order/Order Cover Sheet \$25.... | Filing |  | 02/16/2021-09:21 |  |  |
| Smith, Patricia Clarkin | Order/Order Cover Sheet \$25.00                              | Filing |  | 02/15/2021-12:53 |  |  |
| Koon, Kerry W.          | 3/1/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 02/02/2021-15:52 |  |  |
| Koon, Kerry W.          | 3/1/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 02/02/2021-15:52 |  |  |
| O'Connell, Michael P.   | 3/1/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 02/02/2021-15:52 |  |  |
| O'Connell, Michael P.   | 3/1/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 02/02/2021-15:52 |  |  |
| DeJong, Karen Marie     | 3/1/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 02/02/2021-15:52 |  |  |
| DeJong, Karen Marie     | 3/1/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 02/02/2021-15:52 |  |  |
| Keys, David Conor       | 3/1/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 02/02/2021-15:52 |  |  |
| Keys, David Conor       | 3/1/2021_MOTION_Roster/Notice of Motions Roster Publication  | Action |  | 02/02/2021-15:52 |  |  |
| Family Services Inc     | NEF(01-21-2021 01:17:09 PM) Order/Electronic Form 4          | Filing |  | 01/21/2021-13:17 |  |  |
| Family Services Inc     | Order/Case Stayed Pending the outcome of Court of Appeals    | Order  |  | 01/21/2021-13:17 |  |  |
| Inman, Bridget D        | NEF(12-10-2020 03:16:16 PM) Memo/Memo in Opposition          | Filing |  | 12/11/2020-15:05 |  |  |

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|                       |                                                              |        |  |                  |  |  |
|-----------------------|--------------------------------------------------------------|--------|--|------------------|--|--|
| Inman, Bridget D      | Memo in Opposition of Motion/Protection etc                  | Filing |  | 12/10/2020-15:16 |  |  |
| DeJong, Karen Marie   | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/23/2020-17:15 |  |  |
| O'Connell, Michael P. | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/23/2020-17:15 |  |  |
| Koon, Kerry W.        | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/23/2020-17:15 |  |  |
| Keys, David Conor     | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/23/2020-17:15 |  |  |
| Keys, David Conor     | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/23/2020-17:15 |  |  |
| Koon, Kerry W.        | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/23/2020-17:15 |  |  |
| O'Connell, Michael P. | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/23/2020-17:15 |  |  |
| DeJong, Karen Marie   | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/23/2020-17:15 |  |  |
| DeJong, Karen Marie   | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/13/2020-11:29 |  |  |
| DeJong, Karen Marie   | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/13/2020-11:29 |  |  |
| O'Connell, Michael P. | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/13/2020-11:29 |  |  |
| O'Connell, Michael P. | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/13/2020-11:29 |  |  |
| Koon, Kerry W.        | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/13/2020-11:29 |  |  |
| Koon, Kerry W.        | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/13/2020-11:29 |  |  |
| Keys, David Conor     | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/13/2020-11:29 |  |  |
| Keys, David Conor     | 12/14/2020_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 11/13/2020-11:29 |  |  |
| Inman, Bridget D      | NEF(10-15-2020 09:33:58 AM) Order/Protection from Court ...  | Filing |  | 10/15/2020-09:34 |  |  |
| Inman, Bridget D      | Order/Protection from Court Appearance                       | Order  |  | 10/15/2020-09:33 |  |  |
| Inman, Bridget D      | NEF(10-14-2020 11:32:44 AM) Proposed Order/Protection fr...  | Filing |  | 10/14/2020-15:35 |  |  |
| Inman, Bridget D      | Order/Order Cover Sheet \$25.00                              | Filing |  | 10/14/2020-11:32 |  |  |
| Family Services Inc   | NEF(09-09-2020 06:48:56 PM) Motion/Strike                    | Filing |  | 09/10/2020-08:48 |  |  |
| Family Services Inc   | Motion/Strike                                                | Motion |  | 09/09/2020-18:48 |  |  |
| Family Services Inc   | NEF(09-01-2020 02:59:31 PM) Motion/Protection from Disco...  | Filing |  | 09/01/2020-15:15 |  |  |
| Family Services Inc   | Motion/Protection from Discovery                             | Motion |  | 09/01/2020-14:59 |  |  |
| Kennedy, Muriel C     | NEF(08-25-2020 04:26:35 PM) Filing/Other                     | Filing |  | 08/25/2020-16:52 |  |  |

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|                         |                                                             |        |  |                  |                  |  |
|-------------------------|-------------------------------------------------------------|--------|--|------------------|------------------|--|
| Kennedy, Muriel C       | Muriel C Kennedy's Objection to Subpoena Dated 8/11/2020    | Filing |  | 08/25/2020-16:26 |                  |  |
| Smith, Patricia Clarkin | NEF(08-25-2020 12:49:39 PM) Reply/Reply to Counterclaim     | Filing |  | 08/25/2020-13:24 |                  |  |
| Smith, Patricia Clarkin | Patricia Clarkin's Reply to Defendant Bridget Inman         | Filing |  | 08/25/2020-12:49 |                  |  |
| Inman, Bridget D        | NEF(08-24-2020 10:27:37 PM) Answer/Amended Answer And Co... | Filing |  | 08/25/2020-08:52 |                  |  |
| Inman, Bridget D        | Bridget's Am/Answer to Pltffs Am/Cmplt & Cr/Claims to Pltff | Filing |  | 08/24/2020-22:27 |                  |  |
| Family Services Inc     | NEF(08-14-2020 01:31:29 PM) Appeal/Notice of Appeal to C... | Filing |  | 08/17/2020-11:59 |                  |  |
| Family Services Inc     | Notice of Appeal, Appealing order fr 07/30/20               | Action |  | 08/15/2020-13:31 |                  |  |
| Family Services Inc     | NEF(07-30-2020 10:22:38 AM) Order/Electronic Form 4         | Filing |  | 07/30/2020-10:22 |                  |  |
| Family Services Inc     | Order on Motion to Reconsider & Intervention                | Order  |  | 07/30/2020-10:22 |                  |  |
| Inman, Bridget D        | NEF(07-24-2020 10:57:40 AM) Motion/Withdraw                 | Filing |  | 07/27/2020-09:02 |                  |  |
| Inman, Bridget D        | NEF(07-24-2020 11:32:48 AM) Answer/Answer To Amended Com... | Filing |  | 07/24/2020-11:37 |                  |  |
| Inman, Bridget D        | Bridget D Inman's Answer To Amended Complaint               | Filing |  | 07/24/2020-11:32 |                  |  |
| Inman, Bridget D        | Motion/Withdraw Motion to Reconsider                        | Motion |  | 07/24/2020-10:57 | 07/24/2020-10:57 |  |
| Keys, David Conor       | 8/3/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 07/22/2020-10:55 |                  |  |
| Koon, Kerry W.          | 8/3/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 07/22/2020-10:55 |                  |  |
| O'Connell, Michael P.   | 8/3/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 07/22/2020-10:55 |                  |  |
| DeJong, Karen Marie     | 8/3/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 07/22/2020-10:55 |                  |  |
| Family Services Inc     | NEF(07-21-2020 09:13:06 AM) Motion/Reconsider               | Filing |  | 07/21/2020-09:30 |                  |  |
| Family Services Inc     | Motion/Reconsider the order filed                           | Motion |  | 07/21/2020-09:13 | 07/30/2020-09:13 |  |
| Inman, Bridget D        | NEF(07-20-2020 01:18:33 PM) Motion/Reconsider               | Filing |  | 07/20/2020-14:07 |                  |  |
| Inman, Bridget D        | Motion/Reconsider                                           | Motion |  | 07/20/2020-13:18 | 07/20/2020-13:18 |  |
| Family Services Inc     | NEF(07-09-2020 09:22:30 AM) Order/Electronic Form 4         | Filing |  | 07/09/2020-09:22 |                  |  |
| Family Services Inc     | Order on Mots/Santions, Intervene, Strike, Dismiss & Compel | Order  |  | 07/09/2020-09:22 |                  |  |
| Inman, Bridget D        | NEF(06-22-2020 06:41:50 PM) Memo/Memo in Opposition         | Filing |  | 06/23/2020-08:57 |                  |  |
| Inman, Bridget D        | Bridget D Inman's Memo in Opp of Motion for Sanctions       | Filing |  | 06/22/2020-18:41 |                  |  |
| Inman, Bridget D        | Transcript of Testimony                                     | Filing |  | 06/22/2020-18:41 |                  |  |

RECORD 661

|                     |                                                                 |        |  |                  |                  |                                                                                     |
|---------------------|-----------------------------------------------------------------|--------|--|------------------|------------------|-------------------------------------------------------------------------------------|
| Inman, Bridget D    | Affidavit of Bridget D Inman                                    | Filing |  | 06/22/2020-18:41 |                  |  |
| Family Services Inc | NEF(06-22-2020 12:00:28 PM)<br>Letter/Letter                    | Filing |  | 06/22/2020-12:24 |                  |  |
| Family Services Inc | Family Services Memo in Opposition<br>of Motion to Dismiss      | Filing |  | 06/22/2020-12:00 |                  |  |
| Family Services Inc | Plaintiffs Am/Memo in OPP of Motion<br>Intervene Filled 8/9/19  | Filing |  | 06/22/2020-12:00 |                  |  |
| Family Services Inc | Plaintiffs Memo in Opposition to<br>Defnts Motion to Strike     | Filing |  | 06/22/2020-12:00 |                  |  |
| Family Services Inc | Letter in response to the Defendant<br>Bridget Inman's response | Filing |  | 06/22/2020-12:00 |                  |  |
| Kennedy, Muriel C   | NEF(06-19-2020 11:27:40 AM)<br>Memo/Memo in Support             | Filing |  | 06/19/2020-11:45 |                  |  |
| Kennedy, Muriel C   | Muriel C Kennedy's Suppl/Memo in<br>Supp of Motion to Dismiss   | Filing |  | 06/19/2020-11:27 |                  |  |
| Inman, Bridget D    | NEF(06-12-2020 02:43:14 PM)<br>Filing/Other                     | Filing |  | 06/15/2020-10:25 |                  |  |
| Inman, Bridget D    | Defendants Rule 11 Afermation re:<br>Inman's Motion to Compel   | Filing |  | 06/12/2020-14:43 |                  |  |
| Inman, Bridget D    | NEF(06-11-2020 03:29:15 PM)<br>Order/Protection from Court ...  | Filing |  | 06/11/2020-15:29 |                  |  |
| Inman, Bridget D    | Order/Protection from Court<br>Appearance                       | Order  |  | 06/11/2020-15:29 |                  |  |
| Inman, Bridget D    | NEF(06-11-2020 10:31:43 AM)<br>Motion/Strike                    | Filing |  | 06/11/2020-11:43 |                  |  |
| Inman, Bridget D    | NEF(06-11-2020 10:03:41 AM)<br>Order/Order Cover Sheet \$25.... | Filing |  | 06/11/2020-10:53 |                  |  |
| Inman, Bridget D    | Amended Motion/Strike                                           | Motion |  | 06/11/2020-10:31 | 07/22/2020-10:31 |  |
| Inman, Bridget D    | Order/Order Cover Sheet \$25.00                                 | Filing |  | 06/11/2020-10:03 |                  |  |
| Keys, David Conor   | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Keys, David Conor   | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Keys, David Conor   | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Keys, David Conor   | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Keys, David Conor   | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Koon, Kerry W.      | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Koon, Kerry W.      | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Koon, Kerry W.      | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Koon, Kerry W.      | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |
| Koon, Kerry W.      | 6/22/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                     |

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|                       |                                                              |        |  |                  |                  |                                                                                       |
|-----------------------|--------------------------------------------------------------|--------|--|------------------|------------------|---------------------------------------------------------------------------------------|
| DeJong, Karen Marie   | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| DeJong, Karen Marie   | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| DeJong, Karen Marie   | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| DeJong, Karen Marie   | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| DeJong, Karen Marie   | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| O'Connell, Michael P. | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| O'Connell, Michael P. | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| O'Connell, Michael P. | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| O'Connell, Michael P. | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| O'Connell, Michael P. | 6/22/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/03/2020-13:42 |                  |                                                                                       |
| Inman, Bridget D      | NEF(05-22-2020 12:24:35 PM) Motion/Compel                    | Filing |  | 05/22/2020-12:33 |                  |    |
| Inman, Bridget D      | Motion/Compel Answers                                        | Motion |  | 05/22/2020-12:24 | 06/30/2020-12:24 |    |
| Inman, Bridget D      | NEF(02-25-2020 03:13:19 PM) Order/Protection from Court ...  | Filing |  | 02/25/2020-15:13 |                  |    |
| Inman, Bridget D      | Order/Protection from Court Appearance                       | Order  |  | 02/25/2020-15:13 |                  |    |
| Inman, Bridget D      | NEF(02-25-2020 02:45:42 PM) Order/Order Cover Sheet \$25.... | Filing |  | 02/25/2020-15:06 |                  |    |
| Inman, Bridget D      | Order/Order Cover Sheet \$25.00                              | Filing |  | 02/25/2020-14:45 |                  |                                                                                       |
| Kennedy, Muriel C     | NEF(02-25-2020 01:16:24 PM) Motion/Dismiss                   | Filing |  | 02/25/2020-14:27 |                  |    |
| Kennedy, Muriel C     | Motion/Dismiss Defnt Muriel Kennedy                          | Motion |  | 02/25/2020-13:16 | 06/30/2020-13:16 |  |
| Kennedy, Muriel C     | NEF(02-25-2020 01:12:02 PM) Notice/Notice of Appearance      | Filing |  | 02/25/2020-13:12 |                  |  |
| Kennedy, Muriel C     | Notice/Notice of Appearance                                  | Filing |  | 02/25/2020-13:12 |                  |  |
| O'Connell, Michael P. | 3/23/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 02/24/2020-09:11 |                  |                                                                                       |
| O'Connell, Michael P. | 3/23/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 02/24/2020-09:11 |                  |                                                                                       |
| O'Connell, Michael P. | 3/23/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 02/24/2020-09:11 |                  |                                                                                       |
| DeJong, Karen Marie   | 3/23/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 02/24/2020-09:11 |                  |                                                                                       |
| DeJong, Karen Marie   | 3/23/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 02/24/2020-09:11 |                  |                                                                                       |
| DeJong, Karen Marie   | 3/23/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 02/24/2020-09:11 |                  |                                                                                       |
| Keys, David Conor     | 3/23/2020_MOTION_Roster/Notice                               | Action |  | 02/24/2020-09:11 |                  |                                                                                       |

RECORD \$63

|                       |                                                              |        |  |                  |                  |  |
|-----------------------|--------------------------------------------------------------|--------|--|------------------|------------------|--|
|                       | of Motions Roster Publication                                |        |  |                  |                  |  |
| Keys, David Conor     | 3/23/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 02/24/2020-09:11 |                  |  |
| Keys, David Conor     | 3/23/2020_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 02/24/2020-09:11 |                  |  |
| Inman, Bridget D      | NEF(12-30-2019 05:51:23 PM) Motion/Strike                    | Filing |  | 12/31/2019-08:34 |                  |  |
| Inman, Bridget D      | Motion/Strike paragraphs 90 & 91 in accordance w/ rule 12    | Motion |  | 12/30/2019-17:51 | 06/30/2020-17:51 |  |
| Inman, Bridget D      | NEF(12-30-2019 04:57:43 PM) Order/Electronic Form 4          | Filing |  | 12/30/2019-16:57 |                  |  |
| Inman, Bridget D      | Order/Form 4-motion continued                                | Order  |  | 12/30/2019-16:57 |                  |  |
| Family Services Inc   | NEF(12-20-2019 04:58:26 PM) Order/Electronic Form 4          | Filing |  | 12/20/2019-16:58 |                  |  |
| Family Services Inc   | Order/Pltffs Motion for Summary Judgment is Denied           | Order  |  | 12/20/2019-16:58 |                  |  |
| Family Services Inc   | NEF(12-13-2019 03:05:30 PM) Memo/Memo in Opposition          | Filing |  | 12/13/2019-15:08 |                  |  |
| Family Services Inc   | Memo in Opposition to Motion to Intervene                    | Filing |  | 12/13/2019-15:05 |                  |  |
| Keys, David Conor     | 12/16/2019_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 12/05/2019-10:13 |                  |  |
| DeJong, Karen Marie   | 12/16/2019_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 12/05/2019-10:13 |                  |  |
| O'Connell, Michael P. | 12/16/2019_MOTION_Roster/Notice of Motions Roster Publicatio | Action |  | 12/05/2019-10:13 |                  |  |
| Family Services Inc   | NEF(12-03-2019 09:06:03 AM) Amended/Amended Complaint        | Filing |  | 12/03/2019-09:16 |                  |  |
| Family Services Inc   | Amended Complaint                                            | Filing |  | 12/03/2019-09:06 |                  |  |
| Inman, Bridget D      | NEF(11-22-2019 02:29:41 PM) Order/Protection from Court ...  | Filing |  | 11/22/2019-14:29 |                  |  |
| Inman, Bridget D      | Order/Protection from Court Appearance                       | Order  |  | 11/22/2019-14:29 |                  |  |
| Inman, Bridget D      | NEF(11-22-2019 11:08:27 AM) Order/Order Cover Sheet \$25.... | Filing |  | 11/22/2019-14:24 |                  |  |
| Inman, Bridget D      | Order/Order Cover Sheet \$25.00                              | Filing |  | 11/22/2019-11:08 |                  |  |
| Inman, Bridget D      | NEF(11-19-2019 04:54:48 PM) Order/Protection from Court ...  | Filing |  | 11/19/2019-16:54 |                  |  |
| Inman, Bridget D      | Order/Protection from Court Appearance                       | Order  |  | 11/19/2019-16:54 |                  |  |
| Inman, Bridget D      | NEF(11-19-2019 10:37:35 AM) Order/Order Cover Sheet \$25.... | Filing |  | 11/19/2019-11:31 |                  |  |
| Inman, Bridget D      | Order/Order Cover Sheet \$25.00                              | Filing |  | 11/19/2019-10:37 |                  |  |
| Family Services Inc   | NEF(11-14-2019 10:34:47 AM) Order/Consent Order              | Filing |  | 11/14/2019-10:34 |                  |  |
| Family Services Inc   | Order Granting Pltffs Motion to Amend Complaint              | Order  |  | 11/14/2019-10:34 |                  |  |
| Family Services Inc   | NEF(11-13-2019 09:45:38 AM) Proposed Order/Consent Order     | Filing |  | 11/13/2019-10:50 |                  |  |
| Family Services Inc   | Order/Order Cover Sheet \$25.00                              | Filing |  | 11/13/2019-09:45 |                  |  |

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|                       |                                                                 |        |  |                  |  |                                                                                     |
|-----------------------|-----------------------------------------------------------------|--------|--|------------------|--|-------------------------------------------------------------------------------------|
| Family Services Inc   | NEF(11-13-2019 08:31:09 AM)<br>Transcript/Transcript of Tes...  | Filing |  | 11/13/2019-09:35 |  |  |
| Inman, Bridget D      | NEF(11-13-2019 09:19:41 AM)<br>Affidavit/Affidavit of           | Filing |  | 11/13/2019-09:31 |  |  |
| Inman, Bridget D      | Affidavit/Affidavit of                                          | Filing |  | 11/13/2019-09:19 |  |  |
| Inman, Bridget D      | Affidavit/Affidavit of                                          | Filing |  | 11/13/2019-09:19 |  |  |
| Inman, Bridget D      | NEF(11-12-2019 04:37:27 PM)<br>Response                         | Filing |  | 11/13/2019-08:36 |  |  |
| Family Services Inc   | Transcript of Testimony                                         | Filing |  | 11/13/2019-08:31 |  |  |
| Inman, Bridget D      | Response in Opposition to<br>Motion/Partial Summary Judgment    | Filing |  | 11/12/2019-16:37 |  |  |
| Inman, Bridget D      | Affidavit of Chinette Cattle                                    | Filing |  | 11/12/2019-16:37 |  |  |
| Inman, Bridget D      | Deposition/Out of State Deposition                              | Filing |  | 11/12/2019-16:37 |  |  |
| Inman, Bridget D      | Notice of Appearance of Atty<br>O'Connell                       | Filing |  | 11/12/2019-16:37 |  |                                                                                     |
| Keys, David Conor     | 11/18/2019_JRY_Roster/Notice of<br>Case Roster Publication Sent | Action |  | 11/12/2019-08:47 |  |                                                                                     |
| O'Connell, Michael P. | 11/18/2019_JRY_Roster/Notice of<br>Case Roster Publication Sent | Action |  | 11/12/2019-08:47 |  |                                                                                     |
| DeJong, Karen Marie   | 11/18/2019_JRY_Roster/Notice of<br>Case Roster Publication Sent | Action |  | 11/12/2019-08:47 |  |                                                                                     |
| DeJong, Karen Marie   | 12/16/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 11/08/2019-08:08 |  |                                                                                     |
| O'Connell, Michael P. | 12/16/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 11/08/2019-08:08 |  |                                                                                     |
| Keys, David Conor     | 12/16/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 11/08/2019-08:08 |  |                                                                                     |
|                       | Consent Order Relieving Counsel for<br>Defnt                    | Order  |  | 10/14/2019-18:23 |  |  |
| Keys, David Conor     | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
| Keys, David Conor     | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
| Keys, David Conor     | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
| DeJong, Karen Marie   | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
| DeJong, Karen Marie   | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
| DeJong, Karen Marie   | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
| Berlinsky, Bruce Alan | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
| Berlinsky, Bruce Alan | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
| Berlinsky, Bruce Alan | 11/12/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 10/14/2019-08:28 |  |                                                                                     |
|                       | Pltffs' Exhibit Supplement in Support                           | Filing |  | 08/29/2019-11:34 |  |                                                                                     |

RECORD 665

|                       |                                                              |        |  |                  |                  |  |
|-----------------------|--------------------------------------------------------------|--------|--|------------------|------------------|--|
|                       | of Motions, crt/srv                                          |        |  |                  |                  |  |
|                       | Pltffs' Response in Opposition to Motion/Continuance, srv    | Filing |  | 08/29/2019-11:32 |                  |  |
| Family Services Inc   | Motion/Motion Filing Fee                                     | Filing |  | 08/28/2019-15:41 |                  |  |
| Berlinsky, Bruce Alan | Defnt Motion/Continuance & Crt/Mailing                       | Motion |  | 08/26/2019-10:27 | 08/29/2019-10:27 |  |
| Family Services Inc   | Consent Scheduling Order                                     | Order  |  | 08/19/2019-08:55 |                  |  |
|                       | Affidavit of Kelley Evans                                    | Filing |  | 08/13/2019-11:48 |                  |  |
| Family Services Inc   | Order/Order Filing Fee                                       | Filing |  | 08/13/2019-10:49 |                  |  |
| DeJong, Karen Marie   | Motion/Motion Filing Fee                                     | Filing |  | 08/09/2019-11:34 |                  |  |
| DeJong, Karen Marie   | Intervenor Motion/Intervene & Crt/Srv                        | Motion |  | 08/09/2019-09:36 | 06/30/2020-09:36 |  |
| DeJong, Karen Marie   | Memo in Support of Motion/Intervene                          | Filing |  | 08/09/2019-09:34 |                  |  |
| Berlinsky, Bruce Alan | 8/26/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 07/25/2019-16:22 |                  |  |
| Keys, David Conor     | 8/26/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 07/25/2019-16:22 |                  |  |
| Keys, David Conor     | 8/26/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 07/25/2019-16:22 |                  |  |
| Berlinsky, Bruce Alan | 8/26/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 07/25/2019-16:22 |                  |  |
| Berlinsky, Bruce Alan | 8/26/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 07/25/2019-16:22 |                  |  |
| Keys, David Conor     | 8/26/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 07/25/2019-16:22 |                  |  |
| Keys, David Conor     | 7/29/2019 JRY Roster/Notice of Case Roster Publication Sent  | Action |  | 07/23/2019-08:35 |                  |  |
| Berlinsky, Bruce Alan | 7/29/2019 JRY Roster/Notice of Case Roster Publication Sent  | Action |  | 07/23/2019-08:35 |                  |  |
| Berlinsky, Bruce Alan | 9/23/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 07/19/2019-08:51 |                  |  |
| Keys, David Conor     | 9/23/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 07/19/2019-08:51 |                  |  |
| Keys, David Conor     | 7/29/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 06/21/2019-08:11 |                  |  |
| Keys, David Conor     | 7/29/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 06/21/2019-08:11 |                  |  |
| Berlinsky, Bruce Alan | 7/29/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 06/21/2019-08:11 |                  |  |
| Berlinsky, Bruce Alan | 7/29/2019 MOTION Roster/Notice of Motions Roster Publication | Action |  | 06/21/2019-08:11 |                  |  |
| Berlinsky, Bruce Alan | 4/22/2019 JRY Roster/Notice of Case Roster Publication Sent  | Action |  | 04/16/2019-08:45 |                  |  |
| Keys, David Conor     | 4/22/2019 JRY Roster/Notice of Case Roster Publication Sent  | Action |  | 04/16/2019-08:45 |                  |  |
| Family Services Inc   | Motion/Motion Filing Fee                                     | Filing |  | 04/15/2019-16:05 |                  |  |
| Family Services Inc   | Motion/Motion Filing Fee                                     | Filing |  | 04/15/2019-16:01 |                  |  |
| Keys, David Conor     | Pltff Motion/Sanctions & Crt/Srv                             | Motion |  | 04/15/2019-10:53 | 06/30/2020-10:53 |  |

RECORD 666

|                                    |                                                              |        |  |                  |                  |  |
|------------------------------------|--------------------------------------------------------------|--------|--|------------------|------------------|--|
| Keys, David Conor                  | Pltff Motion/Partial Summary Judgment                        | Motion |  | 04/15/2019-09:26 | 11/13/2019-09:26 |  |
| Family Services Inc                | Motion/Motion Filing Fee                                     | Filing |  | 04/12/2019-16:39 |                  |  |
| Keys, David Conor                  | Pltff Motion/Amend the Summons & Complaint & Crt/Srv         | Motion |  | 04/12/2019-09:44 | 11/13/2019-09:44 |  |
| Family Services Inc                | ADR/Notice of ADR                                            | Action |  | 08/16/2018-08:28 |                  |  |
| Family Services Inc                | Memo in support of plntff's motion to compel & cert/serv     | Filing |  | 06/19/2018-15:40 |                  |  |
| Family Services Inc                | Order/Granting Plntff's Motion to Compel                     | Order  |  | 06/19/2018-12:20 |                  |  |
| Family Services Inc                | ADR/Alternative Dispute Resolution (Workflow)                | Action |  | 05/18/2018-14:24 | 08/16/2018-14:24 |  |
| Family Services Inc                | Archived Document                                            | Filing |  | 05/18/2018-00:00 |                  |  |
| Family Services Inc as conservator | Archived Document                                            | Filing |  | 05/18/2018-00:00 |                  |  |
| Clarkin, Muriel W                  | Archived Document                                            | Filing |  | 05/18/2018-00:00 |                  |  |
| Berlinsky, Bruce Alan              | 6/18/2018_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 05/09/2018-14:23 |                  |  |
| Keys, David Conor                  | 6/18/2018_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 05/09/2018-14:23 |                  |  |
| Inman, Bridget D                   | Motion/Motion Filing Fee                                     | Filing |  | 03/20/2018-11:24 |                  |  |
| Keys, David Conor                  | Pltffs Motion to Compel & cert/srv                           | Motion |  | 03/20/2018-09:20 | 06/19/2018-09:20 |  |
| Inman, Bridget D                   | Answer & cert/mail                                           | Filing |  | 12/13/2017-12:43 |                  |  |
| Family Services Inc                | Summons & Complaint                                          | Filing |  | 10/20/2017-14:20 |                  |  |

RECORD 667

**Financials**

| Summary                             |           |                            |               |                  |        |
|-------------------------------------|-----------|----------------------------|---------------|------------------|--------|
| Fine/Costs:                         | \$750.00  | Total Paid for fine/costs: | \$750.00      | Balance Due:     | \$0.00 |
| Costs                               |           |                            |               |                  |        |
| Description                         | Cost Code | Amount                     | Charge Action | Disbursed Amount |        |
| Civil Filing Fee County 44%/100%    | CVFFCN    | \$44.00                    |               | \$44.00          |        |
| Civil Filing Fee State 56%          | CVFFST    | \$56.00                    |               | \$56.00          |        |
| SCJD Filing Fee Proviso \$50 / \$25 | SCJDPV    | \$50.00                    |               | \$50.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00                    |               | \$25.00          |        |

|                                    |        |         |         |
|------------------------------------|--------|---------|---------|
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Out of State Deposition County 56% | DEPCFF | \$0.00  | \$0.00  |
| Out of State Depositions State 44% | DEPSFF | \$0.00  | \$0.00  |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |
| Motion/Order Filing Fee \$25       | MOTION | \$25.00 | \$25.00 |

| Payments     |                |            |                       |                |
|--------------|----------------|------------|-----------------------|----------------|
| Payment Date | Receipt Number | Entered By | Transaction Type Code | Payment Amount |
| 03/11/2021   | 630654         | COCMRR     | WV                    | \$25.00        |
| 02/16/2021   | 629525         | COCAXB     | WV                    | \$25.00        |
| 10/14/2020   | 624967         | COCMRR     | WV                    | \$25.00        |
| 09/10/2020   | 623525         | COCPTS     | PY                    | \$25.00        |
| 09/01/2020   | 623213         | COCPTS     | PY                    | \$25.00        |
| 07/27/2020   | 621579         | COCPTS     | PY                    | \$25.00        |
| 07/21/2020   | 621377         | COCPTS     | PY                    | \$25.00        |
| 07/20/2020   | 621352         | COCPTS     | PY                    | \$25.00        |
| 06/11/2020   | 619746         | COCMRR     | WV                    | \$25.00        |
| 06/11/2020   | 619750         | COCPTS     | PY                    | \$25.00        |
| 05/22/2020   | 618945         | COCPTS     | PY                    | \$25.00        |
| 02/25/2020   | 615708         | COCPTS     | PY                    | \$25.00        |
| 02/25/2020   | 615731         | COCMRR     | WV                    | \$25.00        |
| 12/31/2019   | 612564         | COCPTS     | PY                    | \$25.00        |
| 11/22/2019   | 611125         | COCMRR     | WV                    | \$25.00        |
| 11/19/2019   | 610885         | COCMRR     | WV                    | \$25.00        |
| 11/13/2019   | 610588         | COCAMW     | WV                    | \$25.00        |
| 08/28/2019   | 607325         | COCMRR     | PY                    | \$25.00        |
| 08/13/2019   | 606629         | COCMRR     | PY                    | \$25.00        |
| 08/09/2019   | 606496         | COCMRR     | PY                    | \$25.00        |
| 04/15/2019   | 601727         | COCSRJ     | PY                    | \$25.00        |
| 04/15/2019   | 601732         | COCSRJ     | PY                    | \$25.00        |
| 04/12/2019   | 601663         | COCSRJ     | PY                    | \$25.00        |
| 03/20/2018   | 586379         | COCMRR     | PY                    | \$25.00        |
| 10/20/2017   | 580402         | coceba     | PY                    | \$150.00       |

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RECORD 669

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

00018977 Vol: 7447 Pg: 141



Instrument Number: 2008- 00018977

As  
Deed

Recorded On: July 08, 2008

Parties: ELROD JAMES W JR  
To  
KENNEDY BRIDGET DEAN

Recorded By: DODDS &amp; HENNESSY

Num Of Pages: 5

Comment:

**\*\* Examined and Charged as Follows: \*\***

|                   |             |        |                         |         |                 |        |
|-------------------|-------------|--------|-------------------------|---------|-----------------|--------|
| Deed              |             | 10.00  |                         |         |                 |        |
| Recording Charge: |             | 10.00  |                         |         |                 |        |
|                   |             |        | Consideration<br>Amount | RS#/CS# |                 |        |
| Deed Tax          | Tax Amount  | 506.90 | 137,000.00              | D 4126  | Deed State Tax  | 356.20 |
|                   |             |        |                         |         | Deed County Tax | 150.70 |
|                   | 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 VI-7447 Pg-141  
Cashier / Station: L Shelton / Cash Station 3

**Record and Return To:**

DODDS & HENNESSY  
P.O. BOX 298  
CHARLESTON SC 29402



*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

RECORD 670

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.

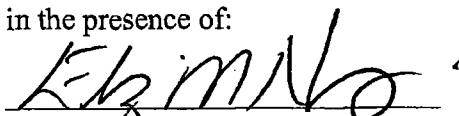
TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to said premises belonging or in any wise incident appertaining.

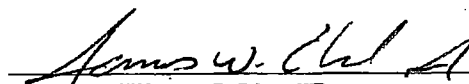
TO HAVE AND TO HOLD, all and singular the premises before mentioned, subject to those matters set forth in Exhibit "A", unto the Grantee, and the Grantee's heirs and assigns, forever.

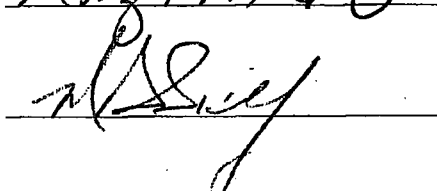
AND, subject to those matters set forth in Exhibit "A", the Grantors do hereby bind the Grantors and Grantors' heirs, executors, administrators and assigns to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs and assigns, against Grantors and Grantors' 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.**

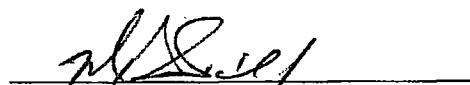


  
**ASHLEY ELAINE ELROD**

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

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  
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

**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

RECORD 675



*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

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.

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 Jamie Harris

Witness No. 2 Robert L. Inman

Bridget Dean Inman f/k/a Bridget Dean Kennedy

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

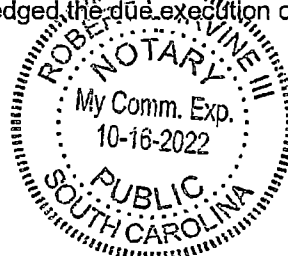
COUNTY OF CHARLESTON

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.

[Signature]  
Notary Public

My Commission Expires: 10-16-2022

(SEAL)



STATE OF SOUTH CAROLINA

Date of Transfer of Title

COUNTY OF BERKELEY

) AFFIDAVIT

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. ☒ 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. ☒ 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 Granted.

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  
See Bridget Dean Kennedy

Notary Public

My Commission Expires: 10/16/2022  
(SEAL)



24530102

DK L 591PG244

**Return To:**Wachovia Bank, National AssociationRetail Credit ServicingP.O. Box 50010Roanoke, VA 24022Parcel 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 STMT PLEASANT SC 29464and Parcel No. 532-06-00-129 (herein "Property Address");

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 Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

*mwc*

**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.  
 e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in section 2 or change the amount of the payments. If under section 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage.
5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**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 disbursement, 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 Rider(s) at the time of execution or after recordation hereof.

**14. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**15. Transfer of the Property or a Beneficial Interest in Borrower; Assumption.** As used in this section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written



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 of rendering the provisions of the Note, this Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Mortgage to be immediately due and payable.

**21. Satisfaction.** When the balance of all outstanding sums including finance charges and other charges, if any, secured by this Mortgage is zero, Lender shall upon request of Borrower, release this Mortgage. Borrower will pay all recordation costs, if any. Absent a request from Borrower, this Mortgage shall remain in full force and effect for the term set forth above. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

**22. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

**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:

Elizabeth M. Neidert  
Witness

ELIZABETH M. NEIDERT

Witness Name Typed or Printed

M. Anthony Stith, Jr.  
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 17TH day of JULY, 2006.

Elizabeth M. Neidert  
Witness  
M. Anthony Stith, Jr. [SEAL]

Notary Public for South Carolina

M. ANTHONY STITH, JR.

Notary Public Name (Typed or Printed)

My Commission Expires: AUGUST 1, 2012

EXHIBIT A

OK 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 By:

Dodds & Hennessy, L.L.P.  
Attorneys at Law  
973 Houston Northcutt Blvd.  
Mt. Pleasant SC 29464

*[Handwritten signature]*

**FILED**

July 18, 2006

2:41:28 PM

BK L 591PG244

Charlie Lybrand, Register  
Charleston County, SC

| DESCRIPTION | AMOUNT   |
|-------------|----------|
|             | \$ 12.00 |
|             |          |
|             |          |
|             |          |
| Postage     |          |

|              |                 |
|--------------|-----------------|
| <b>TOTAL</b> | <b>\$ 12.00</b> |
|--------------|-----------------|

DRAWER:

|  |         |
|--|---------|
|  | A - bmm |
|--|---------|

DO NOT STAMP BELOW THIS LINE

BKE 664PG769

**Return To:**

Christel Butler  
 Wachovia Bank, National Association  
 Retail Credit Servicing  
 P.O. Box 50010, VA 0343  
 Roanoke, VA 24022

**Prepared By:****MODIFICATION TO OPEN-END MORTGAGE**

I, MURIEL WALSH CLARKIN (herein "Borrower"), who reside at 911 S Sherm Dr, Mount Pleasant, SC 29464, and the collateral address is 602 Atlantic Avenue, Mount Pleasant, SC 29464 (referred to in this Modification to Open-End Mortgage as "I," "me," or "my," whether one or more persons) enter into this Modification to Open-End Mortgage with Wachovia Bank, National Association ("Wachovia"), whose address is 301 South College Street, VA 0343, Charlotte, North Carolina 28288-0343, this 7/7/2008. Capitalized terms not defined herein have the same meaning as defined in the Open-End Mortgage.

I previously executed and delivered to Wachovia a Prime Equity Line of Credit Agreement and Disclosure Statement ("Note") dated JULY 17, 2006, which provides for Wachovia to extend credit to me from time to time in an aggregate amount not to exceed the principal sum of \$100,000.00 U. S. Dollars. The Note is secured by an Open-End Mortgage of even date recorded JULY 17, 2006 in the public land records of CHARLESTON County, South Carolina, at Book/Instrument L591 Page 244.

I have requested Wachovia to increase the maximum credit available under the terms of the Note and Open-End Mortgage, and Wachovia has agreed to do so in consideration of and subject to the terms and conditions stated in this Modification to Open-End Mortgage.

Wachovia and I hereby agree that:

1. The maximum credit available to me pursuant to the Note is hereby increased to the principal sum of ONE HUNDRED FIFTY THOUSAND U. S. Dollars (\$150,000.00) ("New Maximum Credit Available"), and the Open-End Mortgage is hereby amended to secure said New Maximum Credit Available.
2. All other provisions of the Open-End Mortgage shall remain in full force and effect except as specifically modified by this Modification to Open-End Mortgage.

**IN WITNESS WHEREOF**, Borrower has executed this Modification to Open-End Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

Elizabeth M. Neidert  
 Witness to Borrowers Signatures  
 Print Name: ELIZABETH M. NEIDERT

M. Anthony Smith, Jr.  
 Witness to Borrowers Signatures  
 Print Name: M. ANTHONY SMITH, JR.

Muriel W. Clarkin [SEAL]  
 Borrower, MURIEL WALSH CLARKIN

\_\_\_\_\_[SEAL]  
 Borrower

\_\_\_\_\_[SEAL]  
 Borrower

\_\_\_\_\_[SEAL]  
 Borrower

\_\_\_\_\_[SEAL]  
 Borrower

\_\_\_\_\_[SEAL]  
 Borrower

Original Pel Visit Number: 0618000034  
 Visit Number: 0816491034

State of SOUTH CAROLINA

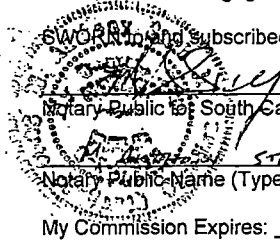
HE 664 PG 770

County of CHARLESTON

Before me, the undersigned Notary Public, personally appeared . . .

who being duly sworn, deposed and said that (s)he saw them sign, seal and deliver the foregoing Modification to Mortgage and witnessed the execution thereof.

SWORN and subscribed before me this 7TH day of JULY, 2008.

 [SEAL]  
Notary Public for South Carolina  
STRI JL  
Notary Public Name (Typed or Printed)  
My Commission Expires: 8-1-2012

Original Pel Visit Number: 0618000034  
Visit Number: 0816491034

## EXHIBIT A

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-subdivision 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 herereinabove 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 Michael A. Walsh by deed of The Pioneer Realty Company of Charleston, S.C. dated February 13, 1952 and recorded in the RMC Office for Charleston County in Book A55, at Page 186 on February 21, 1952; said Michael A. Walsh having conveyed a one-half (1/2) undivided interest in said property to Muriel D. Walsh by deed dated October 31, 1979 and recorded in the RMC Office for Charleston County in Book U120, at Page 322 on November 1, 1979; said Michael A. Walsh having died testate on February 4, 1995, as will appear by reference to Charleston County Probate Court File No. 95ES1000239, and as confirmed by Deed of Distribution conveying said property Muriel D. Walsh dated February 1, 1996 and recorded in the RMC Office for Charleston County in Book V264, at Page 411 on February 1, 1996; said Muriel D. Walsh a/k/a Muriel Monica Dean Walsh having died testate on January 8, 1997, as will appear by reference to Charleston County Probate Court File No. 97ES10-00254 and as confirmed by Deed of Distribution conveying said property to Muriel Walsh Clarkin 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 E 664 PG 772

## RECORDER'S PAGE

NOTE: This page MUST remain  
with the original document



**FILED**

July 8, 2008

4:27:40 PM

BK E 664 PG 769

Charlie Lybrand, Register  
Charleston County, SC

Filed By:

Dodds & Hennessy, L.L.P.

Attorneys at Law

973 Houston Northcutt Blvd.

Mt. Pleasant

SC 29464

Number of Pages:

4

| DESCRIPTION | AMOUNT |
|-------------|--------|
|-------------|--------|

|         |         |
|---------|---------|
| MTG/MOD | \$ 8.00 |
|---------|---------|

|         |  |
|---------|--|
| Postage |  |
|---------|--|

|              |                |
|--------------|----------------|
| <b>TOTAL</b> | <b>\$ 8.00</b> |
|--------------|----------------|

DRAWER:

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DO NOT STAMP BELOW THIS LINE

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

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

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

Plaintiff(s)

vs.

Defendant(s)

2017-CP - 10-5427

Submitted By: David Conor Keys

Address: PO Box 14225

Charleston, SC 29422

SC Bar #: 100148

Telephone #: 843-906-3998

Fax #:

Other:

E-mail: Conor@dconorkeysllaw.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) Quite Title

- 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

**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 210<sup>th</sup> 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. )  
)  
Patricia Clarkin Smith and Wells Fargo )  
Bank, N.A. )  
)  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO: 2016-CP-10- 5427

**SUMMONS**

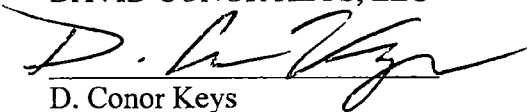
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JULIE J. HARRIS  
CLERK OF COURT

TO THE DEFENDANTS 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](mailto: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. )  
 )  
Patricia Clarkin Smith and Wells Fargo )  
Bank, NA. )  
 )  
Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO: 2016-CP-10-

54 27

**COMPLAINT**  
**JURY TRIAL DEMANDED**  
**(Declaratory Injunctive Relief)**  
**(Fraudulent Conveyance)**  
**(Quiet Title)**  
**(Conversion)**  
**(Unjust Enrichment)**  
**(Money Had and Received)**  
**(Promissory Estoppel)**  
**(Quantum Meruit)**

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JULIE J. HARRIS, CLERK  
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 Patricia Clarkin Smith (hereinafter "Defendant") is a daughter of Clarkin and resides in Charleston County.
5. The real property which is a subject of this action is located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS # 532-06-00-129 (hereinafter "Subject Property"), in Charleston County. The Subject Property is legally described as follows:

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 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 and eighty (180) feet in depth.

BUTTING AND BOUNDING Southeast on Atlantic Street, Northwest on a ten (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.

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.

6. At all times of the allegations made hereinafter Clarkin imposed a special confidence in the Defendant.

7. In or around the second half of 2012 and further during 2013, Clarkin with the assistance of her attorney C Mac Gibson Jr. (hereinafter "Attorney Gibson") undertook some estate planning including but not limited to drafting a will, codicils, a power of attorney, and deeds devising interests in real property owned by Clarkin to her daughters.

8. On or about August 15, 2012, Attorney Gibson on behalf of Clarkin recorded a deed in the Charleston RMC Office in book 0271, page 285, devising to Muriel Clarkin Kennedy (hereinafter "Kennedy"), Clarkin's interest in real property she owned on Goat Island, bearing TMS # 571-14-00-007.

9. On or about March 27, 2013, Attorney Gibson on behalf of Clarkin recorded a general durable power of attorney in the Charleston RMC Office in book 0319, page 644, naming Kennedy as attorney in fact for Clarkin.

10. On or about August 7, 2013, Attorney Gibson on behalf of Clarkin recorded a deed in the Charleston RMC Office in book 0351, page 348, devising to Defendant a half interest in the Subject Property *as joint tenants in common with right of survivorship* with Clarkin.

11. On or about August 21, 2013, Defendant obtained \$1,500.00 from Clarkin.

12. Defendant has acknowledged that she has an obligation to pay back Clarkin for the \$1,500.00.

13. On or about December 27, 2013, Attorney Gibson on behalf of Clarkin recorded a deed in the Charleston RMC Office in book 0380, page 802, devising to Defendant, Kennedy, and Clarkin herself a third of an interest a piece in Clarkin's residence, bearing TMS number 535-15-00-043, as joint tenants in common with right of survivorship.

14. In or around November of 2014, Clarkin was evaluated for a alzheimer's and dementia research protocol.

15. In November of 2014, multiple doctors made statements in writing regarding Clarkin's mental capacity, including but not limited to, that due to Clarkin suffering from depression, alzheimer's and/or dementia; that Clarkin should not be making financial decisions for herself; and that she lacked the capacity to make informed decisions.

16. On November 18, 2014, Defendant recorded a deed in the RMC office for Charleston County in Book 0441, Page 484 (hereinafter "November 18<sup>th</sup> Deed"), which is alleged to have been executed by Clarkin and which conveyed to Defendant, Clarkin's remaining half interest in the subject property.

17. The November 18<sup>th</sup> Deed was not drafted by Clarkin's Attorney Gibson in contrast to the previous deeds referenced above.

18. Further on November 18, 2017, Defendant obtained \$6,000.00 from Clarkin.

19. Upon information and belief Defendant used her undue influence upon Clarkin to have Clarkin to execute the November 18<sup>th</sup> Deed.

20. Upon information and belief Defendant used her undue influence upon Clarkin to obtain \$6,000.00 from Clarkin.

21. Upon information and belief absent Defendant's undue influence upon Clarkin, Clarkin would not have executed the November 18<sup>th</sup> Deed and Defendant would not have obtained from Clarkin \$6,000.00.

22. Defendant has acknowledged that she has an obligation to pay back Clarkin for the \$6,000.00.

23. Upon information and belief at or around November of 2014, and as a result of Clarkin's medical conditions, she was vulnerable to exploitation and undue influence by Defendant.

24. Plaintiff asserts that Clarkin lacked the mental capacity to execute the November 18<sup>th</sup> Deed.

25. Plaintiff asserts that at the time Defendant obtained \$6,000.00 from Clarkin, Clarkin lacked the mental capacity to handle her financial affairs.

26. On or about December 8, 2014, Defendant took Clarkin to an attorney who is not Clarkin's Attorney Gibson, to have the attorney draft a second durable power of attorney for Clarkin to execute. This power of attorney in contrast to the power of attorney referenced above appointed both Kennedy and Defendant as co-attorney's in fact for Clarkin (hereinafter "December

8<sup>th</sup> POA”). Defendant then took the December 8<sup>th</sup> POA and had it recorded in the Charleston RMC Office in Book 0445 at Pate 144.

27. Clarkin granting Defendant power of attorney contradicted statements Clarkin has made that she and her husband had previously determined that Kennedy, not Defendant, should have power of attorney for Clarkin.

28. By Order dated March 27, 2015, in case number 2014-GC-10-0209, the Honorable Tamara C. Curry, Charleston Count Probate Judge, declared the December 8<sup>th</sup> POA “renounced as null and void.”

29. On December 22, 2014, Kennedy filed an emergency petition for appointment of temporary conservator, alleging things including but not limited to that Defendant had caused to be drafted, executed and recorded the November 18<sup>th</sup> Deed and the December 8<sup>th</sup> POA; that Defendant using her undue influence upon Clarkin obtained \$6,000.00 from Clarkin; and that in December of 2014 Defendant took Clarkin to Wells Fargo Bank and began inquiring about Clarkin’s bank accounts, which resulted in Wells Fargo flagging the accounts for suspicious activity.

30. On December 22, 2014, Kennedy also filed a Petition for Order of Protection and Appointment of Conservator making allegations including but not limited to those referenced above and that Defendant had agreed to pay Clarkin \$600 a month in rent for use of the Subject Property and has failed to do so.

31. By Ex Parte Order Appointing Temporary Guardian dated December 22, 2014, in case number 2014-GC-10-0209, the Honorable Tamara C. Curry, Charleston Count Probate Judge, ordered “Muriel W. Clarkin is adjudged to be an incapacitated person, as defined by South

Carolina Probate Code §62-5-101(1), whose immediate welfare requires the appointment of a temporary guardian.”

32. On December 23, 2014, Defendant as an alleged authorized user of a Wells Fargo Credit Card account owned by Clarkin, signed for and received a \$10,000 cash advance upon Clarkin’s account.

33. Clarkin was the sole owner of the credit card account.

34. On December 23, 2014, Clarkin lacked the capacity to authorize Defendant to make a \$10,000.00 cash advance upon the credit card.

35. On December 23, 2014, Defendant lacked the authority to sign for a \$10,000.00 advance upon the credit card.

36. Plaintiff at present continues to incur damages in the form of interest upon the December 23, 2014, \$10,000 advance executed and taken by Defendant.

37. In or around January of 2015, Defendant retained an attorney to contest the appointment of a guardian for Clarkin. On January 5, 2015, Clarkin’s attorney filed an Petition to Dismiss the Exparte Order Appointing a Tempory Guardian, wherein Defendant asserted Clarkin was not incapacitated and could care for herself.

38. Defendant obtained \$7,500 of Clarkin’s money to obtain Defendant’s attorney.

39. After Plaintiff was appointed Plaintiff demanded Defendant reimburse Plaintiff the \$7,500, and Defendant subsequently did.

40. By Order dated January 16, 2015, the Probate Court again adjudicated Clarkin to be incapacitated and appointed Plaintiff as her temporary conservator.

41. By Order dated March 27, 2015, the Probate Court appointed Plaintiff as the Conservator for Clarkin.

**FOR AND AS A FIRST CAUSE OF ACTION AGAINST DEFENDANT  
(Declaratory Injunctive Relief)**

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

43. Plaintiffs seek declaratory relief pursuant to S.C. Code Ann. § 15-53-10, et seq., on the grounds that Plaintiff is an interested party and seeks a declaration as to Clarkin's rights and the rights of Defendant with regard to the following:

a) Whether the November 18<sup>th</sup> Deed is void because Clarkin lacked the mental capacity to execute the deed at time of execution;

b) Whether Clarkin lacked the capacity to handled her financial affair in November of 14 at the time Defendant obtained \$6,000.00 from Clarkin;

c) Whether on December 23, 2014, Clarkin lacked the capacity to authorize Defendant to withdraw a \$10,000.00 cash advance from Clarkin's credit card account; and

d) Whether on December 23, 2014, Defendant lacked the authority to execute a \$10,000 cash advance upon Clarkin's credit card account.

44. Plaintiff is entitled to a declaratory judgment as to the rights and obligations of the parties as address above.

**FOR AND AS A SECOND CAUSE OF ACTION AGAINST DEFENDANT  
(Fraudulent Conveyance)**

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

46. Without the intent, consent and understanding of Clarkin Defendant deceitfully caused the November 18<sup>th</sup> Deed to be drafted and allegedly executed by Clarkin, thereafter Defendant recorded said deed in the register of deeds for Charleston County.

47. Defendant knew that Clarkin did not understand the significance of the executing the November 18<sup>th</sup> Deed.

48. Upon information and belief Defendant caused the November 18<sup>th</sup> Deed to be executed and recorded for the purpose of defrauding Clarkin of Clarkin's half interest in the subject property.

49. Accordingly Plaintiff should be entitled to have November 18<sup>th</sup> Deed declared null and void, and/or to receive damages as a result of the fraudulent transfer, including damages for emotional distress.

50. Plaintiff is also informed and believes that Plaintiff is entitled to recover punitive damages from Defendant based upon Defendant's intentional and deceptive conduct.

**FOR AND AS A THIRD CAUSE OF ACTION AGAINST DEFENDANT AND WELLS  
FARGO BANK, NA  
(Quiet Title)**

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

52. This is an action to quiet title to the Subject Property.

53. Plaintiff acquired ownership of the Subject Property January of 1998.

54. On or about July 17, 2006, Clarkin executed a \$100,000 note 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.

55. 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.

56. On or about August 7, 2013, Attorney Gibson on behalf of Clarkin recorded a deed in the Charleston RMC Office in book 0351, page 348, devising to Defendant a half interest in the Subject Property *as joint tenants in common with right of survivorship* with Clarkin.

57. Attorney Gibson drafted and recorded two other deeds for Clarkin within a year of August 7, 2013, as well as drafting a will, codicils, and a power of attorney for Clarkin around the same time.

58. On or about November 17, 2014, Defendant caused the November 18<sup>th</sup> Deed to be drafted and allegedly executed by Clarkin.

59. On November 18, 2014, Defendant recorded the November 18<sup>th</sup> Deed in the RMC Office of Charleston County.

60. Transfer of Clarkin's interest in the Subject Property put Clarkin in breach of the terms of the Mortgage.

61. Plaintiff is of the opinion and belief that the November 18<sup>th</sup> Deed should be declared null and void based upon a lack of capacity and intent on the part of Clarkin to transfer her remaining half interest in the subject property to Defendant through the November 18<sup>th</sup> Deed.

62. Clarkin remains obligated pursuant to the terms of the Note and Mortgage upon the Subject Property.

63. The Defendants in this case are named as parties hereto by virtue of their alleged rights, title or interest in the Subject Property as follows:

a) Defendant by virtue of the August 7, 2013, deed recorded in the Charleston RMC Office in Book 0351, Page 348, and the November 18<sup>th</sup> Deed.

b) Wells Fargo Bank, NA, as successor in interest, to Wachovia Bank, NA pursuant to the Mortgage.

64. Plaintiff is entitled to and requests that this Court declare the November 18<sup>th</sup> Deed null and void and further declares that Clarkin owns a one-half interest in the Subject Property as a tenant in common with Defendant with rights of survivorship.

**FOR AND AS A FOURTH CAUSE OF ACTION AGAINST DEFENDANT  
(CONVERSION)**

65. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.
66. Plaintiff as conservator for Clarkin has an interest in the following:
- a) \$1,500.00 of Clarkin's money obtained by Defendant from Clarkin in on or about August 21, 2013.
  - b) \$6,000.00 of Clarkin's money obtained by Defendant from Clarkin on or about November 18, 2014;
  - c) \$10,000.00 taken by Defendant on December 23, 2014, as a cash advance from Clarkin's Wells Fargo credit card account, bearing an account number with the last four digits 5793.
67. Clarkin owned and had an interest in the funds described above.
68. Defendant converted the funds to her own use and benefit.
69. Defendant did not have permission and/or authority to obtain and retain said funds.
70. Defendant has acknowledged an obligation to repay some and/or all of the said funds of Clarkin.
71. In November and December of 2014, Clarkin did not have the capacity to give Defendant the permission and/or authority to obtain those particular funds.
72. With regard to the \$10,000.00 cash advance Plaintiff has been damaged by the continued accrual of interest upon the cash advance.
73. Plaintiff is entitled to and requests an award of the \$17,500.00, the cost of the interest incurred for the \$10,000 cash advance, and legal interest upon the \$17,500.00 from the dates which Defendant converted the funds to her own use and benefit.

**FOR AND AS A FIFTH CAUSE OF ACTION AGAINST DEFENDANT  
(Unjust Enrichment)**

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

75. Defendant has been unjustly enriched at the expense of and to the detriment of Clarkin in the amount of \$17,500.00.

76. Defendant has been unjustly enriched at the expense of and to the detriment of Clarkin by Defendant enjoying the benefit of living in the Subject Property while failing to pay Clarkin monthly rent for the Subject Property as Defendant had agreed to do.

77. 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 SIXTH CAUSE OF ACTION AGAINST DEFENDANT  
(Money Had and Received)**

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

79. Defendant presently holds \$17,500.00 in her possession or control that was received from Clarkin.

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

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

82. 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 SEVENTH CAUSE OF ACTION AGAINST DEFENDANT  
(Promissory Estoppel)**

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

84. Defendant promised to pay rent in exchange for Defendant residing in the subject property.

85. Defendant has failed to pay Clarkin said rent as promised.

86. Clarkin relied upon Defendant's promise to pay Clarkin rent.

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

88. Plaintiff has suffered damages as a result of Defendant's failure to pay Clarkin rent as promised.

89. Plaintiff is informed and believes that it is entitled to recover from Defendant all rent not paid to Clarkin by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

**FOR AND AS A SEVENTH CAUSE OF ACTION AGAINST DEFENDANT  
(Quantum Meruit)**

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

92. Clarkin conferred upon Defendant a benefit of \$17,500, as well as the use and benefit of the Subject Property.

93. Defendant realized the benefits as described above.

94. 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.

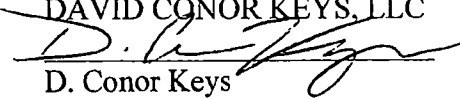
95. Plaintiff is informed and believes that it is entitled to recover from Defendant all benefits retained by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

**JURY TRIAL DEMANDED**

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

RESPECTUFLY SUBMITTED,

THE LAW OFFICE OF  
DAVID CONOR KEYS, LLC

A handwritten signature in black ink, appearing to read "D. Conor Keys", is written over a horizontal line.

D. Conor Keys

P.O. Box 14225

Charleston, SC 29422

Phone: 843-906-3998

[conor@dconorkeyslaw.com](mailto:conor@dconorkeyslaw.com)

*Attorney for Plaintiff*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
 )  
Family Services, Inc., as Conservator )  
For Muriel W. Clarkin, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Patricia Clarkin Smith and Wells Fargo )  
Bank, NA. )  
 )  
Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO: ~~2016~~-CP-10-5427

2017

**AMENDED COMPLAINT**

FILED  
2017 DEC -4 PM 2:49  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY *[Signature]*

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 Patricia Clarkin Smith (hereinafter "Defendant" is a daughter of Clarkin and resides in Charleston County.
5. The real property which is a subject of this action is located at 602 Atlantic Street, Mt. Pleasant, SC 29464, bearing TMS # 532-06-00-129 (hereinafter "Subject Property"), in Charleston County. The Subject Property is legally described as follows:

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 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 and eighty (180) feet in depth.

BUTTING AND BOUNDING Southeast on Atlantic Street, Northwest on a ten (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.

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.

6. At all times of the allegations made hereinafter Clarkin imposed a special confidence in Defendant.

7. In or around the second half of 2012 and further during 2013, Clarkin with the assistance of her attorney C Mac Gibson Jr. (hereinafter "Attorney Gibson") undertook some estate planning including but not limited to the drafting a will, codicils, a power of attorney, and deeds devising interests in real property owned by Clarkin to her daughters.

8. On or about August 15, 2012, Attorney Gibson on behalf of Clarkin recorded a deed in the Charleston RMC Office in book 0271, page 285, devising to Muriel Clarkin Kennedy (hereinafter "Kennedy"), Clarkin's interest in real property she owned on Goat Island, bearing TMS # 571-14-00-007.

9. On or about March 27, 2013, Attorney Gibson on behalf of Clarkin recorded a general durable power of attorney in the Charleston RMC Office in book 0319, page 644, naming Kennedy as attorney in fact for Clarkin.

10. On or about August 7, 2013, Attorney Gibson on behalf of Clarkin recorded a deed in the Charleston RMC Office in book 0351, page 348, devising to Defendant a half interest in the Subject Property *as joint tenants in common with right of survivorship* with Clarkin.

11. On or about August 21, 2013, Defendant obtained \$1,500.00 from Clarkin.

12. Defendant has acknowledged that she has an obligation to pay back Clarkin for the \$1,500.00.

13. On or about December 27, 2013, Attorney Gibson on behalf of Clarkin recorded a deed in the Charleston RMC Office in book 0380, page 802, devising to Defendant, Kennedy, and Clarkin herself a third of an interest a piece in Clarkin's residence, bearing TMS number 535-15-00-043, as joint tenants in common with right of survivorship.

14. In or around November of 2014, Clarkin was evaluated for an Alzheimer and dementia research protocol.

15. In November of 2014, multiple doctors made statements in writing regarding Clarkin's mental capacity, including but not limited to, that due to Clarkin suffering from depression, alzheimer's and/or dementia; that Clarkin should not be making financial decisions for herself; and that she lacked the capacity to make informed decisions.

16. On November 18, 2014, Defendant recorded a deed in the RMC office for Charleston County in Book 0441, Page 484 (hereinafter "November 18<sup>th</sup> Deed"), which is alleged to have been executed by Clarkin and which conveyed to Defendant, Clarkin's remaining half interest in the subject property.

17. The November 18<sup>th</sup> Deed was not drafted by Clarkin's Attorney Gibson in contrast to the previous deeds referenced above.

18. Further on November 18, 2014, Defendant obtained \$6,000.00 from Clarkin.

19. Upon information and belief Defendant used her undue influence upon Clarkin to have Clarkin to execute the November 18<sup>th</sup> Deed.

20. Upon information and belief Defendant used her undue influence upon Clarkin to obtain \$6,000.00 from Clarkin.

21. Upon information and belief absent Defendant's undue influence upon Clarkin, Clarkin would not have executed the November 18<sup>th</sup> Deed and Defendant would not have obtained from Clarkin \$6,000.00.

22. Defendant has acknowledged that she has an obligation to pay back Clarkin for the \$6,000.00.

23. Upon information and belief at or around November of 2014, and as a result of Clarkin's medical conditions, she was vulnerable to exploitation and undue influence by Defendant.

24. Plaintiff asserts that Clarkin lacked the mental capacity to execute the November 18<sup>th</sup> Deed.

25. Plaintiff asserts that at the time Defendant obtained \$6,000.00 from Clarkin, Clarkin lacked the mental capacity to handle her financial affairs.

26. On or about December 8, 2014, Defendant took Clarkin to an attorney who is not Clarkin's Attorney Gibson, to have the attorney draft a second durable power of attorney for Clarkin to execute. This power of attorney in contrast to the power of attorney referenced above appointed both Kennedy and Defendant as co-attorney's in fact for Clarkin (hereinafter "December

8<sup>th</sup> POA”). Defendant then took the December 8<sup>th</sup> POA and had it record in the Charleston RMC Office in Book 0445 at Pate 144.

27. Clarkin allegedly granting Defendant power of attorney contradicted statements Clarkin has made that she and her husband had previously determined that Kennedy, not Defendant, should have power of attorney for Clarkin.

28. By Order dated March 27, 2015, in case number 2014-GC-10-0209, the Honorable Tamara C. Curry, Charleston Count Probate Judge, declared the December 8<sup>th</sup> POA “renounced as null and void.”

29. On December 22, 2014, Kennedy filed an emergency petition for appointment of temporary conservator, alleging things including but not limited to that Defendant had caused to be drafted, executed and recorded the November 18<sup>th</sup> Deed and the December 8<sup>th</sup> POA; that Defendant using her undue influence upon Clarkin obtained \$6,000.00 from Clarkin; and that in December of 2014 Defendant took Clarkin to Wells Fargo Bank and began inquiring about Clarkin’s bank accounts, which resulted in Wells Fargo flagging the accounts for suspicious activity.

30. On December 22, 2014, Kennedy also filed a Petition for Order of Protection and Appointment of Conservator making allegations including but not limited to those referenced above and that Defendant had agreed to pay Clarkin \$600 a month in rent for use of the Subject Property and has failed to do so.

31. By Ex Parte Order Appointing Temporary Guardian dated December 22, 2014, in case number 2014-GC-10-0209, the Honorable Tamara C. Curry, Charleston Count Probate Judge, ordered “Muriel W. Clarkin is adjudged to be an incapacitated person, as defined by South

Carolina Probate Code §62-5-101(1), whose immediate welfare requires the appointment of a temporary guardian.”

32. On December 23, 2014, Defendant as an alleged authorized user of a Wells Fargo Credit Card account owned by Clarkin, signed for and received a \$10,000 cash advance upon Clarkin’s account.

33. Clarkin was the sole owner of the credit card account.

34. On December 23, 2014, Clarkin lacked the capacity to authorize Defendant to make a \$10,000.00 cash advance upon the credit card.

35. On December 23, 2014, Defendant lacked the authority to sign for a \$10,000.00 advance upon the credit card.

36. Plaintiff at present continues to incur damages in the form of interest upon the December 23, 2014, \$10,000 advance executed and taken by Defendant.

37. In or around January of 2015, Defendant retained an attorney to contest the appointment of a guardian for Clarkin. On January 5, 2015, Defendant’s attorney filed an Petition to Dismiss the Exparte Order Appointing a Temporary Guardian, wherein Defendant asserted Clarkin was not incapacitated and could care for herself.

38. Defendant obtained \$7,500 of Clarkin’s money and used it to retain Defendant’s Attorney.

39. After Plaintiff was appointed Plaintiff demanded Defendant reimburse Plaintiff the \$7,500.00 Defendant used to retain her attorney.

40. Defendant subsequently caused Plaintiff to be reimbursed the \$7,500.00 Defendant had used to retain her attorney.

41. By Order dated January 16, 2015, the Probate Court again adjudicated Clarkin to be incapacitated and appointed Plaintiff as her temporary conservator.

42. By Order dated March 27, 2015, the Probate Court appointed Plaintiff as the Conservator for Clarkin.

**FOR AND AS A FIRST CAUSE OF ACTION AGAINST DEFENDANT  
(Declaratory Injunctive Relief)**

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

44. Plaintiffs seek declaratory relief pursuant to S.C. Code Ann. § 15-53-10, et seq., on the grounds that Plaintiff is an interested party and seeks a declaration as to Clarkin's rights and the rights of Defendant with regard to the following:

a) Whether the November 18<sup>th</sup> Deed is void because Clarkin lacked the mental capacity to execute the deed at time of execution;

b) Whether Clarkin lacked the capacity to handled her financial affair in November of 14 at the time Defendant obtained \$6,000.00 from Clarkin;

c) Whether on December 23, 2014, Clarkin lacked the capacity to authorize Defendant to withdraw a \$10,000.00 cash advance from Clarkin's credit card account; and

d) Whether on December 23, 2014, Defendant lacked the authority to execute a \$10,000 cash advance upon Clarkin's credit card account.

45. Plaintiff is entitled to a declaratory judgment as to the rights and obligations of the parties as address above.

**FOR AND AS A SECOND CAUSE OF ACTION AGAINST DEFENDANT  
(Fraudulent Conveyance)**

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

47. Without the intent, consent and understanding of Clarkin, Defendant deceitfully caused the November 18<sup>th</sup> Deed to be drafted and allegedly executed by Clarkin, thereafter Defendant recorded said deed in the register of deeds for Charleston County.

48. Defendant knew that Clarkin did not understand the significance of the executing the November 18<sup>th</sup> Deed.

49. Upon information and belief Defendant caused the November 18<sup>th</sup> Deed to be executed and recorded for the purpose of defrauding Clarkin of Clarkin's half interest in the subject property.

50. Accordingly, Plaintiff should be entitled to have November 18<sup>th</sup> Deed declared null and void, and/or to receive damages as a result of the fraudulent transfer, including damages for emotional distress

51. Plaintiff is also informed and believes that Plaintiff is entitled to recover punitive damages from Defendant based upon Defendant's intentional and deceptive conduct.

**FOR AND AS A THIRD CAUSE OF ACTION AGAINST DEFENDANT AND WELLS  
FARGO BANK, NA  
(Quiet Title)**

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

53. This is an action to quiet title to the Subject Property.

54. Plaintiff acquired ownership of the Subject Property January of 1998.

55. On or about July 17, 2006, Clarkin executed a \$100,000 note 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.

56. 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.

57. On or about August 7, 2013, Attorney Gibson on behalf of Clarkin recorded a deed in the Charleston RMC Office in book 0351, page 348, devising to Defendant a half interest in the Subject Property *as joint tenants in common with right of survivorship* with Clarkin.

58. Attorney Gibson drafted and recorded two other deeds for Clarkin within a year of August 7, 2013, as well as drafting a will, codicils, and a power of attorney for Clarkin around the same time.

59. On or about November 17, 2014, Defendant caused the November 18<sup>th</sup> Deed to be drafted and allegedly executed by Clarkin.

60. On November 18, 2014, Defendant recorded the November 18<sup>th</sup> Deed in the RMC Office of Charleston County.

61. Transfer of Clarkin's interest in the Subject Property put Clarkin in breach of the terms of the Mortgage.

62. Plaintiff is of the opinion and belief that the November 18<sup>th</sup> Deed should be declared null and void based upon a lack of capacity and intent on the part of Clarkin to transfer her remaining half interest in the subject property to Defendant through the November 18<sup>th</sup> Deed.

63. Clarkin remains obligated pursuant to the terms of the Note and Mortgage upon the Subject Property.

64. The Defendants in this case are named as parties hereto by virtue of their alleged rights, title or interest in the Subject Property as follows:

a) Defendant by virtue of the August 7, 2013, deed recorded in the Charleston RMC Office in Book 0351, Page 348, and the November 18<sup>th</sup> Deed.

b) Wells Fargo Bank, NA, as successor in interest, to Wachovia Bank, NA pursuant to the Mortgage.

65. Plaintiff is entitled to and requests that this Court declare the November 18<sup>th</sup> Deed null and void and further declare that Clarkin owns a one-half interest in the Subject Property as a tenant in common with Defendant with rights of survivorship.

**FOR AND AS A FOURTH CAUSE OF ACTION AGAINST DEFENDANT  
(CONVERSION)**

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

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

a) \$1,500.00 of Clarkin's money obtained by Defendant from Clarkin on or about August 21, 2013.

b) \$6,000.00 of Clarkin's money obtained by Defendant from Clarkin on or about November 18, 2014;

c) \$10,000.00 taken by Defendant on December 23, 2014, as a cash advance from Clarkin's Wells Fargo credit card account, bearing an account number with the last four digits 5793.

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

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

70. Defendant did not have permission and/or authority to obtain and/or retain said funds.

71. Defendant has acknowledged an obligation to repay some and/or all of said funds of Clarkin.

72. In November and December of 2014, Clarkin did not have the capacity to give Defendant the permission and/or authority to obtain those particular funds.

73. With regard to the \$10,000.00 cash advance Plaintiff has been damaged by the continued accrual of interest upon the cash advance.

74. Plaintiff is entitled to and requests an award of the \$17,500.00, the cost of the interest incurred for the \$10,000 cash advance, and legal interest upon the \$17,500.00 from the times which Defendant converted the funds to her own use and benefit.

**FOR AND AS A FIFTH CAUSE OF ACTION AGAINST DEFENDANT  
(Unjust Enrichment)**

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

76. Defendant has been unjustly enriched at the expense of and to the detriment of Clarkin in the amount of \$17,500.00.

77. Defendant has been unjustly enriched at the expense of and to the detriment of Clarkin by Defendant enjoying the benefit of living in the Subject Property while failing to pay Clarkin monthly rent for the Subject Property as Defendant had agreed to do.

78. 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 SIXTH CAUSE OF ACTION AGAINST DEFENDANT  
(Money Had and Received)**

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

80. Defendant presently holds \$17,500.00 in her possession or control that was received from Clarkin.

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

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

83. 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 SEVENTH CAUSE OF ACTION AGAINST DEFENDANT  
(Promissory Estoppel)**

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

85. Defendant promised to pay Clarkin rent in exchange for Defendant residing in the subject property.

86. Defendant has failed to pay Clarkin said rent as promised.

87. Clarkin relied upon Defendant's promise to pay Clarkin rent.

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

89. Plaintiff has suffered damages as a result of Defendant's failure to pay Clarkin rent as promised.

90. Plaintiff is informed and believes that it is entitled to recover from Defendant all rent not paid to Clarkin by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

**FOR AND AS A SEVENTH CAUSE OF ACTION AGAINST DEFENDANT  
(Quantum Meruit)**

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

92. Clarkin conferred upon Defendant a benefit of \$17,500, as well as the use and benefit of the Subject Property.

93. Defendant realized the benefits as described above.

94. 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.

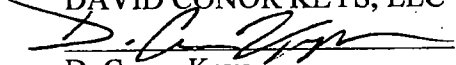
95. Plaintiff is informed and believes that it is entitled to recover from Defendant all benefits retained by Defendant as a result, consequence, and/or incidentally related to Defendant's actions as alleged above.

**JURY TRIAL DEMANDED**

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

RESPECTUFLY 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](mailto:conor@dconorkeyslaw.com)

*Attorney for Plaintiff*

November 29, 2017  
Charleston, SC

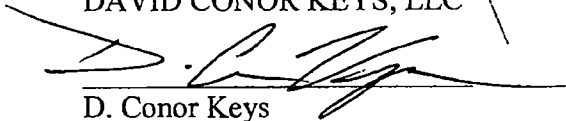
**CERTIFICATE OF SERVICE**

2017-CP-10-5427

I certify that on this 29th day of November 2017, a copy of the within Amended Complaint was mailed United States mail, addressed to parties and opposing counsel as follows:

Alan David Toporek  
Uricchio Howe Krell Jacobson  
Torporek Theos & Keith, PA  
PO Box 399  
Charleston, SC 29402  
[alan@uricchio.com](mailto:alan@uricchio.com)  
*Attorney for*  
*Patricia Clarkin Smith*

THE LAW OFFICE OF  
DAVID CONOR KEYS, LLC

  
D. Conor Keys

FILED  
2017 DEC -4 PM 2:49  
JULIE S. ARMSTRONG  
CLERK OF COURT

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

November 29, 2017

Julie J. Armstrong  
Clerk of Court, Charleston County  
100 Broad St, Suite 106  
Charleston, SC 29401

**RE: Family Services, Inc., Conservator for Muriel W. Clarkin v. Patricia  
Clarkin Smith, et al  
Case No. 2017-CP-10-5427**

Madam Clerk:

Enclosed please find with regard to the above referenced matter, Plaintiff's amended complaint and an accompanying certificate of service. I kindly request that you file the same.

With kind regards,

THE LAW OFFICE OF  
DAVID CONOR KEYS, LLC

  
D. Conor Keys

Enclosures:  
(as stated)  
CC:  
Alan Toporek

STATE OF SOUTH CAROLINA ) IN AND FOR THE COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON ) THE NINTH JUDICIAL CIRCUIT  
 ) CASE NO.: 2017-CP-10-5427

Family Services, Inc, Conservator for )  
Muriel W. Clarkin, )  
 )  
Plaintiff, )

versus )

Patricia Clarkin Smith and Wells Fargo )  
N.A, )  
 )  
Defendant. )

ANSWER of DEFENDANT  
PATRICIA CLARKIN SMITH

FILED  
2017 NOV 28 PM 12:56  
JULIE J. ARMSTRONG  
CLERK OF COURT

TO THE PLAINTIFF AND THEIR ATTORNEY, DAVID CONNER KEYS, ESQUIRE:

1. The Defendant, Patricia Clarkin Smith **ADMITS** Paragraphs 1 through 13 of the Plaintiff's Complaint.

2. The Defendant, Patricia Clarkin Smith, responding to Paragraph 14, would assert that in or around November, 2014, Muriel Clarkin volunteered to be evaluated for Alzheimers and Dementia research protocol.

3. The Defendant, Patricia Clarkin Smith, **DENIES** Paragraph 15 of the Plaintiff's Complaint.

4. The Defendant, Patricia Clarkin Smith, **ADMITS** so much of Paragraph 16 which alleges that on November 18, 2014, a deed was recorded in the RMC Office for Charleston County in Book 441 on Page 484 which was executed by Muriel Clarkin and conveyed to the Defendant her remaining half interest in the subject property.

5. The Defendant, Patricia Clarkin Smith, **ADMITS** Paragraphs 17 and 18 of the Plaintiff's Complaint.

6. The Defendant, Patricia Clarkin Smith, **DENIES** Paragraphs 19, 20, 21, 22, 23, 24, 25, 26 and 27 of the Plaintiff's Complaint.

7. The Defendant, Patricia Clarkin Smith, **ADMITS** Paragraphs 28, 29, 30, and 31 of the Complaint.

8. The Defendant, Patricia Clarkin Smith, **DENIES** Paragraphs 32, 33, 34, 35 and 36 of the Plaintiff's Complaint.

9. The Defendant, Patricia Clarkin Smith, **ADMITS** Paragraph 37 of the Plaintiff's Complaint.

10. The Defendant, Patricia Clarkin Smith, **DENIES** Paragraph 38 of the Plaintiff's Complaint.

11. The Defendant, Patricia Clarkin Smith, **ADMITS** Paragraphs 39, 40, and 41 of the Plaintiff's Complaint.

12. The Defendant, Patricia Clarkin Smith, **DENIES** Paragraphs 42, 43, 44, 45, 46, 47, 48, 49, 50, and 51 of the Plaintiff's Complaint.

13. The Defendant, Patricia Clarkin Smith, **ADMITS** Paragraphs 52, 53, 54, 55, 56, and 57 of the Plaintiff's Complaint.

14. The Defendant, Patricia Clarkin Smith, **DENIES** Paragraph 58 of the Plaintiff's Complaint.

15. The Defendant, Patricia Clarkin Smith, **ADMITS** Paragraph 59 of the Plaintiff's Complaint.

16. The Defendant, Patricia Clarkin Smith, **DENIES** Paragraphs 60 and 61 of the Plaintiff's Complaint.

17. The Defendant, Patricia Clarkin Smith, **ADMITS** Paragraphs 62 and 63 of the Plaintiff's Complaint.

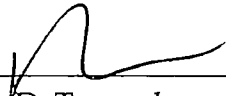
18. The Defendant, Patricia Clarkin Smith, **DENIES** Paragraphs 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 91, 92, 93, 94, and 95.

WHEREFORE, having fully answered the Plaintiff's Complaint, the Defendant prays as follows:

- (a) That the Plaintiff's Complaint be dismissed with costs assessed against the Plaintiff.

Respectfully submitted this 27 day of November, 2017.

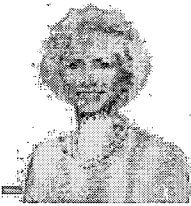
**URICCHIO, HOWE, KRELL, JACOBSON,  
TOPOREK, THEOS & KEITH, P.A.**



---

Alan D. Toporek  
17 ½ Broad Street  
Post Office Box 399  
Charleston, South Carolina 29401  
Phone: 843/723-7491  
Facsimile: 843/577-4179  
[alan@uricchio.com](mailto:alan@uricchio.com)  
Attorney for the Defendant

Charleston, South Carolina



**Julie J. Armstrong**  
Charleston County Clerk of Court

**Charleston County  
Circuit Court Case Details  
Public Index**

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**Family Services Inc , plaintiff, et al VS Patricia Clarkin Smith , defendant, et al**

|                      |                    |                   |                        |                    |            |
|----------------------|--------------------|-------------------|------------------------|--------------------|------------|
| Case Number:         | 2017CP1005427      | Court Agency:     | Common Pleas           | Filed Date:        | 10/20/2017 |
| Case Type:           | Common Pleas       | Case Sub Type:    | Real Prop/Other 499    | File Type:         | Non-Jury   |
| Status:              | Referred To Master | Assigned Judge:   | Scarborough, Mikell R. |                    |            |
| Disposition:         |                    | Disposition Date: |                        | Disposition Judge: |            |
| Original Source Doc: |                    | Original Case #:  |                        |                    |            |
| Judgment Number:     |                    | Court Roster:     |                        |                    |            |

**Case Parties**

Click the ☒ icon to show associated parties.

| Name                                                                        | Address                                                                      | Race | Sex | Year Of Birth | Party Type         | Party Status | Last Updated |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------|------|-----|---------------|--------------------|--------------|--------------|
| Blair, Laurel R.S.(Inactive)                                                | 5 Exchange Street PO Box 999 Charleston SC 29402                             |      |     |               | Alternate Mediator |              | 04/09/2019   |
| <input checked="" type="checkbox"/> Clarkin, Muriel W                       |                                                                              |      |     |               | Plaintiff          |              | 10/23/2017   |
| <input checked="" type="checkbox"/> DeJong, Karen Marie(Inactive)           | 222 West Coleman Boulevard Suite 110 Mt. Pleasant SC 29464                   |      |     |               | Defendant Attorney |              | 10/16/2019   |
| <input checked="" type="checkbox"/> Family Services Inc                     |                                                                              |      |     |               | Plaintiff          |              | 10/07/2020   |
| <input checked="" type="checkbox"/> Family Services Inc as conservator      |                                                                              |      |     |               | Plaintiff          |              | 10/23/2017   |
| <input checked="" type="checkbox"/> Hawk, John C. IV(Inactive)              | PO Box 999 Charleston SC 29402                                               |      |     |               | Defendant Attorney |              | 05/28/2019   |
| Howell, Ladson Fishburne Jr.(Inactive)                                      | 250 Mathis Ferry Road, Suite 102 Howell Law Group, LLC Mt. Pleasant SC 29464 |      |     |               | Mediator           |              | 10/16/2019   |
| <input checked="" type="checkbox"/> Hyman, Melvin Richardson Jr. (Inactive) | PO Box 127 Charleston SC 29402                                               |      |     |               | Defendant Attorney |              | 07/08/2020   |
| <input checked="" type="checkbox"/> Kelley, Ashley Kutz(Inactive)           | PO Box 999 Charleston SC 29402                                               |      |     |               | Defendant Attorney |              | 05/28/2019   |
| <input checked="" type="checkbox"/> Keys, David Conor                       | PO Box 14225 Charleston SC 29422                                             |      |     |               | Plaintiff Attorney |              | 10/20/2017   |
| <input checked="" type="checkbox"/> Laney, Shelton Sterling III(Inactive)   | PO Box 10208 Greenville SC 296030208                                         |      |     |               | Defendant Attorney |              | 05/28/2019   |
| <input checked="" type="checkbox"/> Smith, Patricia Clarkin                 |                                                                              |      |     |               | Defendant          |              | 02/18/2020   |
| <input checked="" type="checkbox"/> Smith, Patricia Clarkin                 | 602 Atlantic Street Mount Pleasant SC 29464                                  |      |     |               | Defendant Pro Se   |              | 02/26/2020   |
| <input checked="" type="checkbox"/> Toporek, Alan David(Inactive)           | PO Box 399 Charleston SC 294020399                                           |      |     |               | Defendant Attorney |              | 05/28/2019   |
| <input checked="" type="checkbox"/> Wells Fargo Bank N A(Inactive)          |                                                                              |      |     |               | Defendant          |              | 05/28/2019   |

**Tax Map Information**

| Agency name             |               | Tax Map Number                                              |              | Tax Map Description                                              |                 |                  |                 |             |
|-------------------------|---------------|-------------------------------------------------------------|--------------|------------------------------------------------------------------|-----------------|------------------|-----------------|-------------|
| Common Pleas            |               | 5320600129                                                  |              |                                                                  |                 |                  |                 |             |
| Associated Cases        |               |                                                             |              |                                                                  |                 |                  |                 |             |
| Agency                  | Case #        | External                                                    | Relationship | Description                                                      | Case Filed Date | Disposition Date | Case Status     | Disposition |
| Master In Equity        | 2017CP1005427 | N                                                           | MIETR        | Master in Equity Case Transfer to agency 10003: Master In Equity | 02/12/2020      |                  | Pending         |             |
| Common Pleas            | 2017LP1001138 | N                                                           | LP           | Associated by Case Transfer To                                   | 10/20/2017      |                  | Pending         |             |
| Actions                 |               |                                                             |              |                                                                  |                 |                  |                 |             |
| Name                    |               | Description                                                 |              | Type                                                             | Motion Roster   | Begin Date       | Completion Date | Documents   |
| Family Services Inc     |               | NEF(04-16-2021 10:32:46 AM) Notice/Notice of Hearing and... |              | Filing                                                           |                 | 04/16/2021-10:38 |                 |             |
| Family Services Inc     |               | Notice/Notice of Hearing and Service                        |              | Filing                                                           |                 | 04/16/2021-10:32 |                 |             |
| Family Services Inc     |               | NEF(12-24-2020 12:40:16 PM) Service/Certificate Of Servi... |              | Filing                                                           |                 | 12/30/2020-09:33 |                 |             |
| Family Services Inc     |               | Notice of Hearing and Service                               |              | Filing                                                           |                 | 12/24/2020-12:40 |                 |             |
| Family Services Inc     |               | Service/Certificate Of Service                              |              | Filing                                                           |                 | 12/24/2020-12:40 |                 |             |
| Family Services Inc     |               | NEF(10-06-2020 08:17:38 PM) Motion/Summary Judgment         |              | Filing                                                           |                 | 10/07/2020-10:48 |                 |             |
| Family Services Inc     |               | Motion for Summary Judgment, Crt/Svc                        |              | Motion                                                           |                 | 10/06/2020-20:17 |                 |             |
| Family Services Inc     |               | NEF(07-20-2020 08:31:19 PM) Motion/Reconsider               |              | Filing                                                           |                 | 07/21/2020-08:58 |                 |             |
| Family Services Inc     |               | Motion/Reconsider (FILED IN ERROR, WRONG CASE)              |              | Motion                                                           |                 | 07/20/2020-20:31 |                 |             |
| Family Services Inc     |               | NEF(07-08-2020 11:36:37 AM) Order/Electronic Form 4         |              | Filing                                                           |                 | 07/08/2020-11:36 |                 |             |
| Family Services Inc     |               | Order/Motion to Enforce Denied, Atty Hyman relieved         |              | Order                                                            |                 | 07/08/2020-11:36 |                 |             |
| Smith, Patricia Clarkin |               | NEF(06-30-2020 03:50:53 PM) Memo/Memo in Opposition         |              | Filing                                                           |                 | 06/30/2020-16:03 |                 |             |
| Smith, Patricia Clarkin |               | Patricia Clarkin Smith's Memo in Opp to Enforce Settlement  |              | Filing                                                           |                 | 06/30/2020-15:50 |                 |             |
| Smith, Patricia Clarkin |               | NEF(06-30-2020 03:19:02 PM) Notice/Other                    |              | Filing                                                           |                 | 06/30/2020-15:37 |                 |             |
| Smith, Patricia Clarkin |               | Notice of Limited Appearance for Settlement Agreement       |              | Filing                                                           |                 | 06/30/2020-15:19 |                 |             |
| Smith, Patricia Clarkin |               | NEF(06-30-2020 03:16:59 PM) Notice/Notice of Appearance     |              | Filing                                                           |                 | 06/30/2020-15:17 |                 |             |
| Smith, Patricia Clarkin |               | Notice/Notice of Appearance                                 |              | Filing                                                           |                 | 06/30/2020-15:16 |                 |             |
| Family Services Inc     |               | NEF(06-25-2020 02:28:25 PM) Order/Electronic Form 4         |              | Filing                                                           |                 | 06/25/2020-14:28 |                 |             |
| Family Services Inc     |               | Order/Motion to Enforce Settlement taken under Advisement   |              | Order                                                            |                 | 06/25/2020-14:28 |                 |             |

|                         |                                                                 |        |  |                  |                  |  |
|-------------------------|-----------------------------------------------------------------|--------|--|------------------|------------------|--|
| Family Services Inc     | NEF(06-23-2020 11:00:37 AM)<br>Memo/Memo in Support             | Filing |  | 06/23/2020-11:11 |                  |  |
| Family Services Inc     | Family Services Inc's Memo in Supp<br>to Enforce Settlement     | Filing |  | 06/23/2020-11:00 |                  |  |
| Smith, Patricia Clarkin | Defnt Motion/Continuance                                        | Motion |  | 02/18/2020-10:20 |                  |  |
| Smith, Patricia Clarkin | Motion/Motion Filing Fee                                        | Filing |  | 02/18/2020-09:53 |                  |  |
| Family Services Inc     | NEF(02-12-2020 02:51:21 PM)<br>Order/Referred to Master or ...  | Filing |  | 02/12/2020-14:51 |                  |  |
| Family Services Inc     | Order/Referred to Master or Special<br>Referee                  | Order  |  | 02/12/2020-14:51 |                  |  |
| Family Services Inc     | NEF(02-11-2020 12:59:05 PM)<br>Proposed Order/Referred to M...  | Filing |  | 02/11/2020-13:40 |                  |  |
| Family Services Inc     | Motion F/Order of Reference &<br>Crt/Srv                        | Motion |  | 02/11/2020-12:59 | 02/12/2020-12:59 |  |
| Keys, David Conor       | 2/24/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 01/28/2020-10:38 |                  |  |
| Smith, Patricia Clarkin | 2/24/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 01/28/2020-10:38 |                  |  |
| Smith, Patricia Clarkin | Motion/Motion Filing Fee                                        | Filing |  | 01/27/2020-16:24 |                  |  |
| Smith, Patricia Clarkin | Motion/Continuance                                              | Motion |  | 01/27/2020-10:23 |                  |  |
| Smith, Patricia Clarkin | 1/27/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 01/16/2020-08:48 |                  |  |
| Keys, David Conor       | 1/27/2020_MOTION_Roster/Notice<br>of Motions Roster Publication | Action |  | 01/16/2020-08:48 |                  |  |
|                         | Certificate Of Service                                          | Filing |  | 12/05/2019-10:39 |                  |  |
| Keys, David Conor       | 12/16/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 12/05/2019-10:13 |                  |  |
| Smith, Patricia Clarkin | 12/16/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 12/05/2019-10:13 |                  |  |
| Smith, Patricia Clarkin | Defnt Motion/Continuance                                        | Motion |  | 11/27/2019-09:24 | 12/11/2019-09:24 |  |
| Smith, Patricia Clarkin | 11/18/2019_JRY_Roster/Notice of<br>Case Roster Publication Sent | Action |  | 11/12/2019-08:47 |                  |  |
| Keys, David Conor       | 11/18/2019_JRY_Roster/Notice of<br>Case Roster Publication Sent | Action |  | 11/12/2019-08:47 |                  |  |
| Keys, David Conor       | 12/16/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 11/08/2019-08:08 |                  |  |
| Smith, Patricia Clarkin | 12/16/2019_MOTION_Roster/Notice<br>of Motions Roster Publicatio | Action |  | 11/08/2019-08:08 |                  |  |
| Smith, Patricia Clarkin | Letter to Judge Young in re;<br>Proceeding Pro Se               | Filing |  | 11/01/2019-10:55 |                  |  |
|                         | Order Disqualifying Counsel &<br>Continuing Motion/Enforce Sett | Order  |  | 10/10/2019-14:18 |                  |  |
|                         | Affidavit of Kelley Evans                                       | Filing |  | 08/13/2019-11:48 |                  |  |
| Keys, David Conor       | 8/19/2019_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 08/13/2019-08:44 |                  |  |
| DeJong, Karen Marie     | 8/19/2019_JRY_Roster/Notice of<br>Case Roster Publication Sent  | Action |  | 08/13/2019-08:44 |                  |  |
| DeJong, Karen Marie     | 8/26/2019_MOTION_Roster/Notice                                  | Action |  | 07/29/2019-12:06 |                  |  |

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|                             | of Motions Roster Publication                                |        |  |                  |                  |                                                                                       |
|-----------------------------|--------------------------------------------------------------|--------|--|------------------|------------------|---------------------------------------------------------------------------------------|
| Keys, David Conor           | 8/26/2019_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 07/29/2019-12:06 |                  |                                                                                       |
| Keys, David Conor           | 8/26/2019_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 07/29/2019-12:06 |                  |                                                                                       |
| DeJong, Karen Marie         | 8/26/2019_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 07/29/2019-12:06 |                  |                                                                                       |
| Keys, David Conor           | Pltff Motion/Enforce Settlement & Crt/Srv                    | Motion |  | 07/10/2019-12:52 | 06/25/2020-12:52 |    |
| Keys, David Conor           | Pltff Motion/Disqualify & Crt/Srv                            | Motion |  | 07/10/2019-12:51 | 08/30/2019-12:51 |    |
| Family Services Inc         | Motion/Motion Filing Fee                                     | Filing |  | 07/10/2019-11:11 | 02/12/2020-11:11 |                                                                                       |
| Family Services Inc         | Motion/Motion Filing Fee                                     | Filing |  | 07/10/2019-11:09 | 02/12/2020-11:09 |                                                                                       |
| Keys, David Conor           | 7/29/2019_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/21/2019-08:11 |                  |                                                                                       |
| DeJong, Karen Marie         | 7/29/2019_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/21/2019-08:11 |                  |                                                                                       |
|                             | Consent Order Substutng Atty, Scheduling & Dismissing Def    | Order  |  | 05/23/2019-16:10 |                  |    |
| Wells Fargo Bank N A        | Order/Order Filing Fee                                       | Filing |  | 05/23/2019-10:27 |                  |                                                                                       |
| Keys, David Conor           | 4/15/2019_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 04/09/2019-08:32 |                  |                                                                                       |
| Kelley, Ashley Kutz         | 4/15/2019_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 04/09/2019-08:32 |                  |                                                                                       |
| Laney, Shelton Sterling III | 4/15/2019_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 04/09/2019-08:32 |                  |                                                                                       |
| Hawk, John C. IV            | 4/15/2019_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 04/09/2019-08:32 |                  |                                                                                       |
| Toporek, Alan David         | 4/15/2019_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 04/09/2019-08:32 |                  |                                                                                       |
| Smith, Patricia Clarkin     | Order/Order Filing Fee                                       | Filing |  | 04/04/2019-16:59 |                  |                                                                                       |
| Toporek, Alan David         | Defendant Motion to Relieve Counsel                          | Motion |  | 04/04/2019-14:21 | 07/22/2019-14:21 |   |
| Wells Fargo Bank N A        | Notice of Appearance of Atty Laney & Atty Hawk, crt/srv      | Filing |  | 03/20/2019-14:40 |                  |  |
| Keys, David Conor           | 3/25/2019_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 03/19/2019-08:35 |                  |                                                                                       |
| Toporek, Alan David         | 3/25/2019_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 03/19/2019-08:35 |                  |                                                                                       |
| Kelley, Ashley Kutz         | 3/25/2019_JRY_Roster/Notice of Case Roster Publication Sent  | Action |  | 03/19/2019-08:35 |                  |                                                                                       |
| Family Services Inc         | ADR/Notice of ADR                                            | Action |  | 08/16/2018-08:29 |                  |                                                                                       |
| Wells Fargo Bank N A        | Answer to Amended Complaint, crt/srv                         | Filing |  | 08/15/2018-09:48 |                  |  |
|                             | Plaintiff's Memo in Support of Motion to Compel, crt/srv     | Filing |  | 07/11/2018-10:49 |                  |  |
| Toporek, Alan David         | 7/16/2018_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/26/2018-09:11 |                  |                                                                                       |
| Keys, David Conor           | 7/16/2018_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 06/26/2018-09:11 |                  |                                                                                       |
| Family Services Inc         | ADR/Alternative Dispute Resolution                           | Action |  | 05/18/2018-14:24 | 08/16/2018-14:24 |                                                                                       |

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|                                    | (Workflow)                          |        |  |                  |                  |
|------------------------------------|-------------------------------------|--------|--|------------------|------------------|
| Family Services Inc                | Archived Document                   | Filing |  | 05/18/2018-00:00 |                  |
| Family Services Inc as conservator | Archived Document                   | Filing |  | 05/18/2018-00:00 |                  |
| Clarkin, Muriel W                  | Archived Document                   | Filing |  | 05/18/2018-00:00 |                  |
| Family Services Inc                | Motion/Motion Filing Fee            | Filing |  | 05/01/2018-13:23 | 02/12/2020-13:23 |
| Keys, David Conor                  | Motion/Compel by Plaintiff, crt/srv | Motion |  | 05/01/2018-11:15 | 07/19/2018-11:15 |
|                                    | Pltffs Amended Complaint & cert/srv | Filing |  | 12/04/2017-12:49 |                  |
| Smith, Patricia Clarkin            | Answer                              | Filing |  | 11/28/2017-15:53 |                  |
| Family Services Inc                | Lis Pendens Filed                   | Filing |  | 10/26/2017-08:44 |                  |
| Family Services Inc                | Summons & Complaint                 | Filing |  | 10/20/2017-14:20 |                  |

## Financials

| Summary     |          |                            |          |              |        |
|-------------|----------|----------------------------|----------|--------------|--------|
| Fine/Costs: | \$400.00 | Total Paid for fine/costs: | \$400.00 | Balance Due: | \$0.00 |

| Costs                               |           |         |               |                  |
|-------------------------------------|-----------|---------|---------------|------------------|
| Description                         | Cost Code | Amount  | Charge Action | Disbursed Amount |
| Civil Filing Fee County 44%/100%    | CVFFCN    | \$44.00 |               | \$44.00          |
| Civil Filing Fee State 56%          | CVFFST    | \$56.00 |               | \$56.00          |
| SCJD Filing Fee Proviso \$50 / \$25 | SCJDPV    | \$50.00 |               | \$50.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |

| Payments     |                |            |                       |                |
|--------------|----------------|------------|-----------------------|----------------|
| Payment Date | Receipt Number | Entered By | Transaction Type Code | Payment Amount |
| 10/07/2020   | 624625         | COCAXB     | PY                    | \$25.00        |
| 02/18/2020   | 615210         | coceba     | PY                    | \$25.00        |
| 02/11/2020   | 614946         | COCMRR     | PY                    | \$25.00        |
| 01/27/2020   | 614113         | COCAXB     | PY                    | \$25.00        |
| 11/27/2019   | 611327         | COCAXB     | PY                    | \$25.00        |
| 07/10/2019   | 605313         | coceba     | PY                    | \$25.00        |
| 07/10/2019   | 605314         | coceba     | PY                    | \$25.00        |
| 05/23/2019   | 603370         | coceba     | PY                    | \$25.00        |

|                   |               |               |           |                 |
|-------------------|---------------|---------------|-----------|-----------------|
| <b>04/04/2019</b> | <b>601354</b> | <b>coceba</b> | <b>PY</b> | <b>\$25.00</b>  |
| <b>05/01/2018</b> | <b>588211</b> | <b>COCJSJ</b> | <b>PY</b> | <b>\$25.00</b>  |
| <b>10/20/2017</b> | <b>580402</b> | <b>coceba</b> | <b>PY</b> | <b>\$150.00</b> |
|                   |               |               |           |                 |

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RECORD 729

STATE OF SOUTH CAROLINA  
COUNTY OF: CHARLESTON

IN THE PROBATE COURT

EX PARTE:

Family Services, Inc.  
Conservator/Applicant

IN RE:

Muriel Clarkin  
Protected Person

FILED  
17 AUG 17 AM 9:44

CLERK OF COURT  
CHARLESTON COUNTY

APPLICATION FOR EXPENDITURE(S)

CASE NUMBER: 2014GC10-0209

Applicant is the duly appointed Conservator for the Minor/Incapacitated Person and is now actively engaged in the duties as such. The Minor/Incapacitated Person currently resides at 911 S. Shem Dr., Mt. Pleasant, SC. S(he) has total cash assets of \$115,050.44. Said Minor/Incapacitated Person is now in need of certain items, and your Petitioner requests permission of the Court to purchase the following:

| <u>Item</u>                                  | <u>Estimated Cost</u> | <u>Reason for Purchase</u>                 |
|----------------------------------------------|-----------------------|--------------------------------------------|
| 1. Retainer fees for D. Conor Keys, Attorney | \$5,000               | See attached letter and retainer agreement |
| 2. Retainer fees for D. Conor Keys, Attorney | \$5,000               | See attached letter and retainer agreement |
| 3.                                           |                       |                                            |

If available, documentation supporting each requested expenditure is attached.

SWORN to before me this 3rd day of

August, 2017

  
Notary Public for South Carolina

My Commission Expires: 8/13/2019

Signature: 

Name: Family Services, Inc.

Address: 4925 Lacross Rd, Ste 215  
North Charleston, SC 29406

E-mail: kevans@originsc.org

Telephone (O): (843) 735-7828

(H):

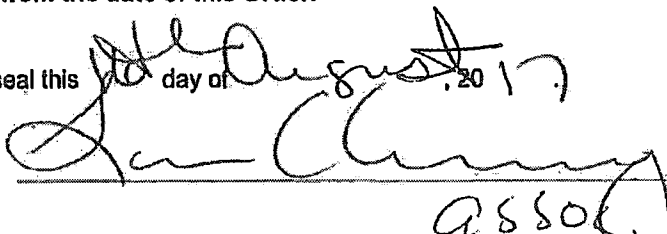
#### ORDER

Upon consideration of the above Application and any matters deemed appropriate by the Court and determining that the requested expenditure(s) is/are in the best interest of the Protected Person, IT IS ORDERED, that the said Conservator have permission to use \$ 0,000 specifically for the purpose so stated in the Application.

Receipts to be filed with the Court within 30 days from the date of this Order.

Given under my hand and seal this

17th day of August, 2017

  
Clerk of Court



your path to **stability** starts here

August 3, 2017

Charleston County Probate Court  
100 Broad Street, Suite 469  
Charleston, SC 29401

RE: Muriel Clarkin  
Case #2014GC10-0209

To whom it may concern:

Family Services, Inc. is petitioning to retain attorney D. Conor Keys to investigate and potentially file suit against Ms. Clarkin's granddaughter Bridget Inman and daughter Patricia Clarkin Smith.

Prior to the Court's involvement, Ms. Clarkin took out \$150,000 in an equity loan and disbursed the funds to both granddaughter and daughter. She used 602 Atlantic St, Mt. Pleasant, SC as collateral.

For years, Ms. Inman has been making payments towards this loan and even claiming the interest earned on her taxes. In May 2017, she abruptly stopped making payments. Tax records show that she has sold the property that she purchased with the equity funds and has bought another property. Because the loan is solely in Ms. Clarkin's name, Ms. Inman has stated to the Conservator that she is not liable for any debt and recent actions seem to indicate that she has no intention to contribute any further towards the remaining \$131,000 debt.

On a separate note, Ms. Clarkin had owned 50% of 602 Atlantic St along with her daughter Ms. Clarkin Smith. However, one month before the Probate Court appointed her a Guardian and Conservator, Ms. Clarkin signed over the property in full to Patricia. This has always been viewed as suspicious, at best.

Because 602 Atlantic St was used as collateral for the equity line, this property is now in danger to be seized by the bank for non-payment. The value of the property is substantially higher than the value of the loan, so if the bank were to foreclose on the property, then Ms. Clarkin Smith, as present owner, would receive potentially sizeable proceeds.

The Conservator believes that 1) Ms. Inman needs to be held accountable for her debt in the equity arrangement; 2) Ms. Clarkin may have lacked capacity to convey property. I have conferred with Ms. Clarkin's GAL Kathryn Cockrill regarding these issues and she is in agreement that the Conservator has a duty to pursue both matters. I am requesting to retain Mr. Keys in order to investigate these two separate but related actions.

Please see the attached petition and retainer agreements. Please feel free to contact me at (843) 735-7828 if you need any additional information.

Sincerely,

Kelley Evans  
Family Services, Inc. DBA Origin SC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )



BP0319644

**GENERAL DURABLE  
POWER OF ATTORNEY**

RMC BK 0319 Pg 644 : pg 1 \*

**ARTICLE I**  
**Declarations**

KNOW ALL MEN BY THESE PRESENTS, that I, MURIEL WALSH CLARKIN, of County of Charleston, South Carolina, have constituted, made and appointed by these presents do constitute, make and appoint MURIEL CLARKIN KENNEDY as my true and lawful attorney for me and my said attorney, and if MURIEL CLARKIN KENNEDY is deceased, or is not able, or chose not to serve as my true and lawful attorney, then I hereby appoint PATRICIA CLARKIN SMITH as my successor true and lawful attorney in fact, for these presents full and whole power, strength and authority, in and about the premises, to be my true and lawful attorney in fact, for me and in my name, place and stead, and on my behalf, and for my use and benefit as follows:

1. To Receive Debts, Etc.: To ask, demand, sue for, recover, and receive all sums of money, debts, rent, dues, goods, wares, merchandise, chattels, effects, and things of whatsoever nature or description which are not or hereafter shall be or become due, owing, payable, or belonging to me in or by any right, title, ways, to means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases, or other discharges for the same respectively as he/she shall think fit or be advised, and to file any proof of debt, or take any other proceeding under the Bankruptcy Act, or under the law of any state or territory of the United States, in connection with any such claim, debt, money or demand, and, in any such proceeding or proceedings, to vote in the election of any trustee or trustees, or assignee or assignees, and to demand, receive and accept any dividend or dividends, or distribution or distributions, that may be or become payable.

2. To Settle Accounts: To settle any account or reckoning whatsoever wherein I now am or at any time hereafter shall be in any way interested or concerned with any person whomsoever, and

*MWC* *(am)* *CL*

RECORD 732

to pay or receive the balance thereof as the case may require.

3. To Compound, Submit to Arbitration, Etc.: To compound with or make allowance to any person for or in respect to any debt or demand whatsoever which now is or shall at any time hereafter become due and payable to me, and to take and receive any composition or dividend thereof or thereupon, and to give releases or other discharges for the whole of such debts or demands, or to settle, compromise, or submit to arbitration every such debt or demand and every other right, matter, and thing due to or concerning me as my Attorney in Fact shall think best, and for that purpose to enter into and execute and deliver such bond of arbitration or other instruments as my Attorney in Fact may deem advisable.

4. To Prosecute and Defend: To commence, prosecute, discontinue or defend all actions or other legal proceedings touching my estate or any part thereof, or touching any matter in which I or my estate may be in any way concerned.

5. To Manage Real Estate: To enter into and upon all and singular my real estate, and to let, manage, and improve the same or any part thereof, and to repair or otherwise improve or alter, and to insure the same and any buildings or improvement thereon. To extend, renew, replace or increase any mortgage or mortgages now or hereafter affecting any of my lands and/or any personal property belonging to me, and, for any of such purposes, to sign, deal, acknowledge and deliver any bond or bonds, or to make, sign and deliver any note or notes, and any extension, renewal, consolidation or apportionment agreement or agreements, or any other instrument, whether sealed or unsealed, that may be useful or necessary to accomplish any of the foregoing purposes.

6. To Sell or Exchange Real or Personal Estate: To sell, either at public or private sale, or exchange any part or parts of my real estate or personal property for such consideration and upon such terms as my Attorney in Fact shall think fit, and to execute and deliver good and sufficient deeds, assignments, stock, powers, or other instruments for the conveyance or transfer of the same, with such covenants or warranty or otherwise as my Attorney in Fact shall see fit, and to give good

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*cmj* *Al*

and effectual receipts for all or any part of the purchase price or other consideration.

7. To Deposit Monies, Withdraw, Invest, Etc.: To deposit any monies which may come to my Attorney in Fact's hands as such Attorney in Fact with any bank or banker in my name, and any of such money or any other money which I am entitled which is now or shall be so deposited or to withdraw, and either employ as my Attorney in Fact shall think fit in the payment of any debts, or interest, payable by me, or become due and payable on account of my real and personal estate, or in or about any of the purposes mentioned herein, or otherwise for my use and benefit, or to invest in my name in any stocks, shares, bonds, notes securities, certificates of deposit, money market or management accounts, government, bank and savings and loan obligations, partnership interests, or other property, real or personal, as my Attorney in Fact may think proper, and to receive and give receipts for any income or dividend arising from such investments, and all and any such investments or other investments to vary or dispose of for my use and benefit as my Attorney in Fact may think fit. To sign checks and make withdrawals on any banks or savings and loan account or against certificate of deposit, and to enter safe deposit box or boxes.

8. To Borrow Money, Mortgage, Etc.: To borrow any sum of money on such terms and with security, whether real or personal property, as my Attorney in Fact may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, and other instruments which may be necessary or proper.

9. To Engage and Dismiss Agents, Etc.: To engage, employ, and dismiss any agents, attorneys, clerks, servants, or other persons in and about the performance of these presents as my Attorney in Fact shall think fit.

10. To Exercise or to Renounce Fiduciary Powers as Far as May Be Delegated: To exercise or to renounce any powers and any duties vested in me, whether solely or jointly, with any other or others as a Personal Representative, administrator, attorney in fact, or trustee or in any other fiduciary capacity, as far as such power or duty is capable of being validly delegated.

*mae  
amy*

11. To Execute Deeds, Bills, Notes, Etc.: For all or any of the purposes of these presents to enter into and sign, seal, execute, acknowledge, and deliver any contracts, deeds, or other instruments whatsoever, and to draw, accept, make, endorse, discount, or otherwise deal with any bills of exchange, checks, promissory notes, or other commercial or mercantile instruments.

12. To Pay Household Expenses: To pay every month the sum required to meet my ordinary household expenses including mortgage(s) and unanticipated household expenses.

13. To File Income Tax Returns and Declarations: To prepare, sign, and file Income and Gift Tax Returns (including but not limited to Forms 1040, 1040-EZ, 1040-A, SC 1040, SC 1040-EZ, and SC 709) or Declaration of Estimated Tax (specifically Forms 1040-ES and SC 1040-ES) elected to be filed under the Internal Revenue Code for any taxable year during the period this Power of Attorney continues to be in effect. To sign, gift tax returns consenting to a split gift with spouse. Also, to represent me before any office of the Internal Revenue Service with respect to any and all Internal Revenue tax matters and any and all years or periods. To receive confidential information and to have full powers to perform, on my behalf, the following acts with respect to any matter to which this Power of Attorney shall apply:

- a) To receive, and to endorse and collect, checks in payment of any refund of Internal Revenue taxes, penalties, or interest;
- b) To execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies in tax and waiver of notice of disallowance of a claim for credit or refund;
- c) To execute extending the statutory period for assessment or collection of taxes; and
- d) To delegate authority or to substitute another representative.

14. To Do All Other Things, Etc.: In general, to do all other acts, deeds, matters, and things whatsoever in or about my estate, property, and affairs including medicals, or to concur with persons jointly interested with myself therein in doing all acts, deeds, matters, and things herein, either particularity or generally described, as fully and effectually to all intents and purposes as I

could do in my proper persons if personally present.

15. To Appoint Substitutes: To substitute and appoint in my Attorney in Fact's place and stead (on such terms and at such salary or compensation as my Attorney in Fact shall think fit) one or more attorney in fact or attorneys in fact to exercise for me as my attorney in fact or attorneys in fact any or all of the powers and authorities hereby conferred, and to revoke any such appointment from time to time, and to substitute or appoint any other or others in the place of such attorney in fact or attorneys in fact as my Attorney in Fact shall time to time think fit.

16. To Manage Insurance Policies: To make and file claims and execute any and all necessary forms under any policy of insurance insuring me and to receipt therefor in my name, which receipt shall be effective to release fully any person or corporation, to pay insurance premiums, to current policies for cash value, to borrow money on insurance policies, to transfer the same and to change the beneficiary on any insurance policy.

17. Power to Make Gifts: To make gifts, grants or other transfer without consideration, either outright or in trust, including the forgiveness of indebtedness to my Spouse and to my Children even if the donee is serving as my Agent.

My Agent is authorized to make gifts, grants or other transfer without consideration, either outright or in trust, including the forgiveness of indebtedness to my Children and to those specified in my Last Will and Testament in effect at the time the gift is made. Any gifts made to beneficiaries under my Will shall be counted toward their ultimate distributive share. The following limitations shall apply to any gifts made by my Agent:

- a. Gifts made by my Agent may be made that qualify for annual exclusion treatment under I.R.C. § 2503(b), with or without spousal gift splitting.
- b. Gifts made by my Agent may be made for educational purposes as described in I.R.C. § 2503(e)(2)(A) and in such a way as to not be subject to the federal gift tax.
- c. Gifts made by my Agent may be made for medical expenses as described in I.R.C. § 2503(e)(2)(B) and in such a way as to not be subject to the federal gift tax.

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In connection with tax procedures occasioned by gifts made by my Agent on my behalf or gifts as to which I may consent, my Agent is authorized and directed at my expense to cause federal and local gift tax and generation skipping transfer tax returns to be prepared and filed on my behalf, if necessary and to pay any tax shown to be due. My Agent is authorized to make gifts, grants or other transfers without consideration, whether outright or in trust, including forgiveness of indebtedness, to my spouse and my issue, including my Agent; provided, however, that if an gift is made to a child or mine, and equal gift shall be made to any other child of mine who is living at the time of the gift.

18. To Manage Trust: To execute a revocable trust agreement with such trustee or trustees as my Attorney in Fact shall select, which trust shall provide that all income and principal applied for my benefit in such amounts as I or my Attorney in Fact shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative, and that trust may be revoked or amended by me or my Attorney in Fact at any time and from time to time; provided, however, that any amendment by my Attorney in Fact must be such that by law or under the provisions of this instrument could have been included in the original trust agreement; to deliver and convey any or all of my assets to the trustee or trustees thereof; to add any or all of my assets to such a trust already in existence at the time of the creation of this instrument or created by me at any time thereafter; to any trust of mine irrevocable under such terms and conditions as directed by my Attorney in Fact for my benefit of my Attorney in Fact (this power is to be exercised by my Attorney in Fact and shall not be delegated in whole or part).

Further, my Attorney in Fact may transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, including any rights to receive income from any source; and for this purpose to enter and remove from any safe deposit box of mine (whether the box is registered in my name alone or jointly with

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one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient; to make such transfers absolutely in fee simple or for lifetime only with the remainder of reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the State in which I shall die as a resident; in Attorney in Fact's sole discretion, to assign to any such Trust presently and prospectively (or designate such Trustee as beneficiary of ) the proceeds of any policies of insurance which I may now or hereafter become entitled to receive, including but not limited to insurance proceeds payable by reason of my disability, the said proceeds to be held, administered and distributed in accordance with the terms of the Trust.

19. Other Transfers: To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such persons or organizations as my Attorney in Fact shall select; to make payments for the college and postgraduate tuition and medical care of any dependents, or issue of mine; to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws and to pay any gift tax that may arise by reason of such gifts.

20. Exclusions: Notwithstanding any provision herein to the contrary, my Attorney in Fact shall have no power or authority whatsoever with respect to any interest I may own in any policy of insurance on the life of my said Attorney in Fact; shall have no power or authority whatsoever with respect to any irrevocable trust created by my Attorney in Fact as to which I am the trustee or a beneficiary or any asset given to me by my said Attorney in Fact; and shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my said Attorney in Fact, my Attorney in Fact's estate, my Attorney in Fact's creditors, or the creditors of my Attorney in Fact's estate,

RECORD 738

(b) disclaiming assets to which I would otherwise be entitled to if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Attorney in Fact or his or her estate, (c) using my assets to discharge any of my said Attorney in Fact's legal obligations, including any obligation of support which my Attorney in Fact may owe to others (excluding those whom I am equally with my Attorney in Fact legally obligated to support).

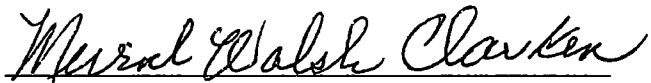
21. Invalid Provisions: Any provision of this instrument found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this instrument.

22. Recordation: The Power of Attorney shall be probated and recorded in the same manner as a deed.

23. Safe Deposit Box: My Attorney in Fact is hereby authorized to have access at any time to any safe deposit box in my name for the purpose of removing my original Durable Power of Attorney, and any institution where there is a safe deposit in my name shall not be required to make any inquiry and shall not incur any liability to me or to my estate for permitting my Attorney in Fact to exercise this power as set forth herein without further notice to me or to anyone else and without any prior court order.

I give unto my said attorney full power to do and perform all and every act that I may legally do through an attorney-in-fact; and I further give every proper power necessary to carry out the purposes for which this power is granted. This Power of Attorney shall not be affected by the physical disability or mental incompetence of the Principal which renders the Principal incapable of managing her own estate.

IN WITNESS WHEREOF, I sign my name (or willingly direct another to sign for me) to this instrument dated in Charleston County, South Carolina, this 18 day of March, 2013, and I have directed that photographic copies of the Power of Attorney be made which shall have the same force and effect as an original.

  
MURIEL WALSH CLARKIN

**SIGNED, PUBLISHED, AND DECLARED** by the above named Principal, **MURIEL WALSH CLARKIN** (or signed in the Principal's name by some other person in the Principal's presence and by her direction), as her true lawful Attorney-in-Fact with the above described powers of Attorney-in-Fact, in our presence, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto:

Catherine C Latta  
Witness

ADDRESS: 3 Belvue Rd, Charleston, SC

Chas. S. 29407  
Witness

ADDRESS: 1118 Savannah Hwy. Chas., SC 29407

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

**PROBATE**

PERSONALLY, appeared before me, Catherine Latta, the undersigned witness, who made oath that (s)he saw the within named **MURIEL WALSH CLARKIN** sign (or saw some other person sign the Principal's name, in her presence and by her direction) and as his/her act and deed, deliver the within written Power of Attorney, and that (s)he with the other witness named witness witnessed the execution thereof.

Catherine C Latta  
(Signature of Witness)

SWORN to before me this  
18<sup>th</sup> day of March, 2013.

Chas. S. 29407  
Notary Public for South Carolina  
My Commission Expires: Feb. 2, 2015

# RECORDER'S PAGE

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## RECORDED

Date: March 27, 2013

Time: 9:32:51 AM

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P/Atty

Charlie Lybrand, Register  
Charleston County, SC

**Filed By:**

C MAC GIBSON JR

1118 SAVANNAH HIGHWAY  
CHAS SC 29407 (MAILBACK)

**MAKER:**

CLARKIN MURIEL W

**RECIPIENT:**

KENNEDY MURIEL C

**Original Book:**

**Original Page:**

# of Sats:

# of Pages: 10

# of References:

Note:

Recording Fee \$ 15.00

Extra Reference Cost \$ -

Extra Pages \$ 5.00

Postage \$ -

Chattel \$ -

**TOTAL \$ 20.00**

**DRAWER Drawer 3**

**CLERK ECP**



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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 FIVE AND NO/100 (\$5.00) DOLLARS and love and affection, to the Grantor in hand paid, before the sealing of these presents by **MURIEL WALSH CLARKIN and 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 **MURIEL WALSH CLARKIN and PATRICIA CLARKIN SMITH**, a joint tenancy with rights of survivorship, and not as tenancy in common, the following described property, to-wit:

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-subdivision of Mt. Pleasant Heights made by J. O'Hear Sanders, Jr., January 1950, recorded in the R.M.C. 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 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.

BEING the same property devised to the Grantor herein 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 in Book J-295, Page 592.

TMS# 532-06-00-129

Grantees' Address: 602 Atlantic Street, Mt. Pleasant, SC 29464

TOGETHER with all and singular, the Rights, Members, Hereditament and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **MURIEL WALSH CLARKIN and PATRICIA CLARKIN SMITH** as joint tenants with rights of survivorship, not as tenants in common, their Heirs, Successors



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and Assigns forever.

AND the said **MURIEL WALSH CLARKIN and PATRICIA CLARKIN SMITH** do hereby bind their Heirs, Personal Representative, Executors and Administrators to warrant and forever defend, all and singular, the said Premises unto the said **MURIEL WALSH CLARKIN and PATRICIA CLARKIN SMITH**, as joint tenants with rights of survivorship, not as tenants in common, their Heirs, and Assigns and against all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS her Hand and Seal, this 30 day of July in the year of our Lord Two Thousand and Thirteen and in the two hundred and thirty-seven year of the Sovereignty and Independence of the United States of America.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF

Cheri T. Warren

Muriel Walsh Clarkin  
MURIEL WALSH CLARKIN

[Signature]

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

WE, CHERI T. WARREN and Charla M. Gibson Jr.  
do hereby certify that **MURIEL WALSH CLARKIN** personally appeared before us this day and acknowledged the due execution of the foregoing instrument.

Cheri T. Warren

SWORN to before me this 30 day  
of July, 2013.

[Signature] (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: Feb 2018

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

Date of Transfer of Title  
Closing Date: July 30, 2013

### 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 MURIEL WALSH CLARKIN and PATRICIA CLARKIN SMITH, a joint tenancy with rights of survivorship, not as tenancy in common on or about July 30, 2013.
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.  
X exempt from the Deed recording fee because Consideration is Five Dollars.
4. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.
5. 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 X No
6. The Deed recording fee is computed as follows:
  - a. \$ \_\_\_\_\_ the amount listed in item #4, above
  - b. \$ \_\_\_\_\_ the amount listed in item #5, above (or zero)
  - c. \$ \_\_\_\_\_ subtract line 6b from 6a and place result here
7. 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.
8. Check if property other than real property is being transferred with this deed:  
\_\_\_\_ Mobile Home  
\_\_\_\_ Other
9. 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.
10. 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.

C. Mac Gibson, Jr.  
Grantee, Grantor or Legal Representative

SWORN to before me  
this 31 day of July, 2013.

Cheri T. Warr

Notary Public for South Carolina

My Commission expires: 12/22/2018

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**Filed By:**

C MAC GIBSON JR

1118 SAVANNAH HIGHWAY  
CHAS SC 29407 (MAILBACK)

## RECORDED

Date: August 7, 2013

Time: 9:36:47 AM

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Deed

Charlie Lybrand, Register  
Charleston County, SC

**MAKER:**

CLARKIN MURIEL W

**RECIPIENT:**

CLARKIN MURIEL W AL

Note:

# of Pages: 4

Recording Fee \$ 10.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$ -

Postage \$ -

Chattel \$ -

**TOTAL \$ 10.00**

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**Original Page:**

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RECEIVED FROM RMC

AUG - 8 2013

PETER J. TECKLENBURG  
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP

DATE

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8/8/13  
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**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 17<sup>th</sup> day of November, 2014.

[Signature]  
Witness #1 Sign Here

Muriel Walsh Clarkin  
MURIEL WALSH CLARKIN

[Signature]  
~~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]  
signature / Witness #1

SWORN to before me this 17 day of November, 2014.

[Signature] (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 number 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) 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 17 day of November, 2014.  
[Signature] (SEAL)  
Notary Public for South Carolina  
My commission expires: 3/21/15

# RECORDER'S PAGE

**NOTE:** This page **MUST** remain  
with the original document



**Filed By:**

PATRICIA CLARKIN SMITH

602 ATLANTIC STREET  
MT PLEASANT, SC 29464

**MAKER:**

CLARKIN MURIEL W

**RECIPIENT:**

SMITH PATRICIA C

**Original Book:**

**Original Page:**

AUDITOR STAMP HERE

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NOV 19 2014

PETER J. TECKLENBURG  
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP

DATE

*MKD*  
*11/20/14*  
*21*

## RECORDED

Date: November 18, 2014

Time: 3:45:34 PM

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Deed

Charlie Lybrand, Register  
Charleston County, SC

# of Pages: 5

Recording Fee \$ 10.00

State Fee <EXEMPT>

County Fee <EXEMPT>

Extra Pages \$ -

Postage \$ 0.50

Chattel \$ -

**TOTAL \$ 10.50**

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CLERK JBA



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IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

**SC Court of Appeals**

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.

CERTIFICATE OF COUNSEL

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

May 19, 2021

THE LAW OFFICE OF  
DAVID CONOR KEYS, LLC  
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P.O. Box 14225  
Charleston, SC 29422  
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conor@dconorkeyslaw.com  
*Attorney for Appellant*