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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FAIRFIELD COUNTY
In The Circuit Court

Brian M. Gibbons, Circuit Court Judge

Appellate Case No. 2022-000987

ROBERT F. GOOREY,

Appellant,

v.

DEBORAH A. GOOREY and
SHAWN GOOREY,

of whom SHAWN GOOREY is the

Respondent.

RECORD ON APPEAL

John Martin Foster
Post Office Box 106
Rock Hill, SC 29731-6106
803 324-8100
jmfoster340@gmail.com
Attorney for Appellant

Joe'Terrious K. Neal
Morton & Gettys, LLC
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Rock Hill, SC 29731
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Attorneys for Shawn Goorey

INDEX

Order filed June 26, 2023	1
Order of Summary Judgment, filed June 30, 2023	4
Order denying Rule 59 relief, filed July 7, 2023	8
Summons and Complaint with exhibits, filed April 13, 2021	11
<i>Lis Pendens</i> of Appellant filed April 13, 2021	23
Answer of Shawn Goorey, filed July 12, 2021	24
Motion of Shawn Goorey for Summary Judgment, with Exhibit, filed April 25, 2023	28
Affidavit of Shawn Goorey in support of Motion, with Exhibits, filed April 25, 2023	29
Memo in Support of Motion, filed April 25, 2023	41
Rule 59 Motion of Robert Goorey, filed July 5, 2023	55
Transcript of Motion argument, June 16, 2023	61

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO. 2021CP1200157

Robert F Goorey
PLAINTIFF(S)

Deborah A Goorey et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

On Friday July 16, 2023, sitting in Chester County, this Court granted Defendant's motion for summary judgement.

ORDER INFORMATION

This order ends does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/26/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCF.

ELECTRONICALLY FILED - 2023 Jun 26 3:58 PM - CHESTER - COMMON PLEAS - CASE#2021CP1200157



Chester Common Pleas

Case Caption: Robert F Goorey VS Deborah A Goorey , defendant, et al
Case Number: 2021CP1200157
Type: Order/Electronic Form 4

15th Circuit Resident Judge

s/ B. Alex Hyman

Electronically signed on 2023-06-26 15:51:38 page 3 of 3

ELECTRONICALLY FILED - 2023 Jun 26 3:58 PM - CHESTER - COMMON PLEAS - CASE#2021CP1200157

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

Robert F. Goorey,

Plaintiff,

v.

Deborah A. Goorey and Shawn Goorey,

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
CASE NO.: 2021-CP-1200-157

**ORDER FOR SUMMARY
JUDGMENT**

This matter was heard by the Court on June 16, 2023, on the Motion for Summary Judgment of Defendant Shawn Goorey (“Shawn”), pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Appearing on behalf of Shawn was Joe Terrious Neal. Appearing on behalf of Plaintiff Robert Goorey (“Plaintiff”) was John Martin Foster and appearing on behalf of Defendant Deborah Goorey (“Deborah”) was April Porter. The Court considered the Court records, the pleadings of record, the Memoranda and Affidavit in Support of Summary Judgment, and the arguments of counsel for Plaintiff and Shawn. For the reasons set forth below, I make the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. Plaintiff currently resides at 2519 Old Catholic Church Road, Blackstock, SC 29014, consisting of approximately 3 acres in Chester County (“Property”). Deborah, who is Plaintiff’s ex-wife, purchased the property on April 7, 2017, and is the sole title owner of the Property. Shawn is Plaintiff and Deborah’s son.

2. Plaintiff alleges that on or about January 2017, he and Shawn entered into a verbal agreement for Shawn to purchase the Property on in Shawn’s name, but to be occupied by Plaintiff

for life. Plaintiff alleges that Shawn assigned the Property to Deborah without his knowledge and Deborah titled the Property in her name.

3. No signed contract or memorandum exists between Plaintiff and Shawn that outlines the terms of the alleged agreement. Text messages between Plaintiff and Shawn show the pair discussing a tract of land that is described as 13 acres in size, considerably larger than the Property alleged in the Complaint.

4. Shawn was not a party to the purchase and sale contract for Deborah to purchase the Property and has never been listed on or claimed title to or any interest in the Property.

5. Plaintiff seeks a declaratory judgment for the Court to determine the parties' rights and interest in the Property.

CONCLUSIONS OF LAW

6. Summary judgment is appropriate when it is clear that there is no genuine issue of material fact, and that the moving party is entitled to judgment as a matter of law. *Baird v. Charleston County*, 333 S.C. 519, 511 S.E.2d 69 (1999).

7. A party seeking summary judgment must clearly establish the absence of a triable issue of material fact based upon the record presented to the court. *Stanford Fire Ins. Co. v. Marine Contracting and Towing*, 301 S.C. 418, 392 S.E.2d 460 (1990).

8. In determining whether any triable issue of fact exists, the court must view the evidence and all reasonable inferences to be drawn therefrom in a light most favorable to the nonmoving party. *Strother v. Lexington County Recreation Comm'n*, 332 S.C. 54, 504 S.E.2d 117 (1998).

9. The Statute of Frauds provides that no action shall be brought to enforce "any contract or sale of lands, tenements or hereditaments or any interest in or concerning them . . .

Unless the agreement . . . [or] memorandum or note thereof shall be in writing and signed”
S.C. Code Ann. 32 3-10(4).

10. To satisfy the Statute of Frauds, every essential element of the contract must be expressed in a writing signed by the party to be compelled. *Fici v. Koon*, 642 S.E.2d 602, 604, 372 S.C. 341 (S.C. 2007); *Speed v. Speed*, 213 S.C. 401, 49 S.E.2d 588 (1948).

11. In the context of a land sale, a description of the property must be in a signed writing; parol evidence cannot supply this essential element. *Fici*, 642 S.E.2d at 604.

12. It is undisputed that a writing exists containing the essential elements of the oral contract alleged by the Plaintiff. Plaintiff attempts to circumvent the Statute of Frauds by contending that the agreement to purchase the Property is reflected in the text messages between himself and Shawn attached to the Complaint. However, the text messages referenced by Plaintiff relate to a different property containing 13.6 acres. The Property at issue in this lawsuit contains only 3 acres. Even if Plaintiff’s allegations are taken as true and the text messages memorialize the alleged agreement, the text messages do not satisfy the Statute of Frauds because the parties never purchased the 13-acre property that is detailed in the writing.

13. In the absence of a writing sufficient to satisfy the Statute of Frauds, any oral agreement between Plaintiff and Shawn for the purchase of the Property is unenforceable and summary judgment is appropriate. *Player v. Chandler*, 299 S.C. 101, 106, 382 S.E.2d 891, 895 (1989).

Based upon the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW,

1. That summary judgment be and is hereby allowed and GRANTED in favor of Defendant Shawn Goorey against Plaintiff on Plaintiff’s cause of action for Declaratory Judgment, there being no genuine issue of material fact and Defendant Shawn Goorey being entitled to judgment as a matter of law.



Chester Common Pleas

Case Caption: Robert F Goorey VS Deborah A Goorey , defendant, et al

Case Number: 2021CP1200157

Type: Order/Summary Judgment

15th Circuit Resident Judge

s/ B. Alex Hyman

Electronically signed on 2023-06-30 12:37:26 page 4 of 4

ELECTRONICALLY FILED - 2023 Jun 30 3:16 PM - CHESTER - COMMON PLEAS - CASE#2021CP1200157

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

JUDGMENT IN A CIVIL CASE
CASE NO. 2021CP1200157

Robert F Goorey
PLAINTIFF(S)

Deborah A Goorey
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter was originally heard on June 16, 2023 and this Court granted the defendant's motion for summary judgement as to defendant Shawn Goorey. After careful consideration of Plaintiff's motion to reconsider along with the previous arguments made by both parties, this Court finds that further oral argument or testimony is not needed and denies Plaintiff's motion to reconsider.

ORDER INFORMATION

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

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/06/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2023 Jul 06 10:53 AM - CHESTER - COMMON PLEAS - CASE#2021CP1200157

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCF.

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Chester Common Pleas

Case Caption: Robert F Goorey VS Deborah A Goorey , defendant, et al

Case Number: 2021CP1200157

Type: Order/Electronic Form 4

15th Circuit Resident Judge

s/ B. Alex Hyman

Electronically signed on 2023-07-06 10:42:26 page 3 of 3

ELECTRONICALLY FILED - 2023 JUL 06 10:53 AM - CHESTER - COMMON PLEAS - CASE#2021CP1200157

STATE OF SOUTH CAROLINA]
COUNTY OF CHESTER]
ROBERT F. GOOREY,]
Plaintiff,]
vs.]
DEBORAH A. GOOREY and]
SHAWN GOOREY,]
Defendants.]

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

SUMMONS

C.A. No. 2021-CP-12-_____

TO THE DEFENDANT(s):

IF UPON AN INDIVIDUAL, OTHER THAN A MINOR, OR AN INCOMPETENT PERSON, CORPORATION, PARTNERSHIP, OR OTHER UNINCORPORATED ASSOCIATION WHICH IS SUBJECT TO SUIT UNDER A COMMON NAME:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within thirty (30) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within thirty (30) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

IF UPON A MINOR, A PERSON JUDICIALLY DECLARED INCAPABLE OF CONDUCTING HIS OWN AFFAIRS, OR AN INCOMPETENT PERSON:

YOU ARE NOTIFIED if you have a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may defend on your behalf.

If you are not otherwise represented in this civil action or the Court shall deem it proper, the Court shall appoint a Guardian *ad litem* for you.

If you are a minor party of the age of 14 years or over, you may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are a minor party under the age of 14 years, your parent, general or testamentary guardian, relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are an imprisoned person, you, your relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If no application for the appointment of a Guardian *ad litem* is made by or in your behalf within Thirty (30) days after service of this Summons upon you, then the undersigned as attorney for the Plaintiff will make application for the appointment of such Guardian *ad Litem*, after first giving notice of such application to the person or persons to whom such notice must be given under Rule 17(d)(3), (4), or (5), S.C.R.C.P.

IF UPON THE UNITED STATES OF AMERICA:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within Sixty (60) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within Sixty (60) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

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

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

Post Office Box 106
Rock Hill, SC 29731-6106

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

April 13, 2021

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF CHESTER]

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

ROBERT F. GOOREY,]
Plaintiff,]
vs.]
DEBORAH A. GOOREY and]
SHAWN GOOREY,]
Defendants.]

COMPLAINT FOR
DECLARATORY JUDGMENT

C.A. No. 2021-CP-12-_____

The Plaintiff alleges:

FOR A FIRST CAUSE OF ACTION:
EQUITABLE LIEN AND RESULTING TRUST

1. The Plaintiff ROBERT F. GOOREY is a resident of Chester County, South Carolina.
2. The Defendants DEBORAH A. GOOREY and SHAWN GOOREY are residents of York County, South Carolina.
3. The Defendant is the former wife of Plaintiff; the parties are now divorced. SHAWN GOOREY is the son of that marriage.
4. This civil action involves the equitable ownership of an interest in real property located within Chester County, South Carolina.
5. In and about January, 2017, the Plaintiff and SHAWN GOOREY entered into an agreement for the purchase of real property to be occupied by the Plaintiff as his home and held in the name of SHAWN GOOREY. That real property (hereafter also "the subject real property") is described as follows:

All that piece, parcel or lot of land with all improvements thereon, lying and being situate near Blackstock, SC, in Chester County, SC, one mile west of 1-77 and one mile south of SC Highway 97 on Old Catholic Church Road and containing 3 acres, more or less as shown on plat by Jack Smith Surveying, dated March 11, 2008, which plat is incorporated herein by reference and is recorded in Plat Book 2, Page 419.

Including herewith and being permanently affixed to the real estate a 2008 Clayton

manufactured home 28 x 60 which by intention of all parties shall constitute a part of the realty and shall pass with it.

Being the same property conveyed to Deborah Goorey from Jackie G. Fairchild, II by Title to Real Estate dated March 31, 2017 and recorded April 7, 2017 among the Land Records of Chester County, State of South Carolina in Book 1202, Page 273.

Tax Account #: 129-00-00-045

6. Pursuant to this agreement, the Plaintiff advanced the sum of Thirty-Five Thousand and no/100 (\$35,000.00) Dollars to his son toward the purchase of the below described real property and undertook to pay monthly sums representing one-half of the purchase mortgage payments, cable and electric. Partial proof of those payments are attached hereto and incorporated herein as Exhibit A.
7. These terms are set out on copies of texts between the Plaintiff and his son, some of which are attached hereto and incorporated herein as Exhibit B.
8. The purpose of the Plaintiff's said agreement with SHAWN GOOREY was to give the Plaintiff a permanent home, given his retirement, his disability and his limited resources.
9. Without the knowledge of the Plaintiff, SHAWN GOOREY assigned the said real property to his mother, DEBORAH A. GOOREY. On knowledge and information, Mrs. GOOREY advanced monies toward the purchase of the property, and the same was titled in her name. A copy of the Deed into her name is attached hereto and incorporated herein as Exhibit C.
10. Since at least March, 2020, DEBORAH A. GOOREY has made intermittent demands that the Plaintiff vacate the subject real property, and claimed in a series of eviction actions in the Magistrate's Court that he is simply her "tenant" at that address. These demands have been accompanied by DEBORAH A. GOOREY's promise to refund the sums advanced for purchase.
11. The Plaintiff has, throughout his presence on the subject real property, proffered sums toward expenses as agreed between the parties. Neither Defendant has ever resided on the subject real property.
12. The Plaintiff institutes this action for a declaration of the respective rights, status and legal relations of the parties as to the subject real property, pursuant to S.C. Code Ann. § 15-53-30.
13. On knowledge and information, the parties hereto are all the persons who have or claim any interest which would be affected by the said declaration of rights, and no declaration shall prejudice the rights of persons not parties to the said proceeding, within the meaning of S.C.

Code Ann. § 15-53-80.

14. On knowledge and information, the Plaintiff has an equitable ownership in the subject real property; a resulting trust was created under the transactions between the parties; and a declaratory judgment should issue from this Court that the Plaintiff is an equitable owner of an interest in the subject real property now held in the Defendant DEBORAH A. GOOREY's name.
15. Pursuant to S.C. Code 15-11-10, the Plaintiff has caused his *Lis Pendens* in this matter to be filed simultaneously with this civil action.

WHEREFORE, the Plaintiff prays for judgment as follows:

1. For a judicial determination of the existence, and of his rights and duties under, his equitable ownership of an interest in the subject real property created by his advancement of purchase money on behalf of the Defendant SHAWN GOOREY for the subject real property and the parties' agreement that he would occupy the subject real property as his permanent home; and
2. That this Court include a prayer for other and further relief to which Plaintiff may be entitled; and
3. For such other and further relief as this Court may deem just and proper.

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

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

Post Office Box 106
Rock Hill, S. C. 29731-6106

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

Rock Hill, South Carolina

April 13, 2021

Wells Fargo Platinum Savings

Account number: **1492666977** ■ January 1, 2017 - February 28, 2017 ■ Page 1 of 3

WELLS
FARGO

034383 1 AV 0.373 159033



ROBERT GOOREY
SHAWN R GOOREY
129 SW MADISON CIR N APT 8
SAINT PETERSBURG FL 33703-1338

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted
1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (287)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Activity summary

Beginning balance on 1/1	\$35,007.48
Deposits/Additions	11.40
Withdrawals/Subtractions	- 33,012.00
Ending balance on 2/28	\$2,006.88

Account number: **1492666977**

ROBERT GOOREY
SHAWN R GOOREY

Florida account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 063107513

Interest summary

Interest paid this statement	\$11.40
Average collected balance	\$30,417.79
Annual percentage yield earned	0.23%
Interest earned this statement period	\$11.40
Interest paid this year	\$11.40
Total interest paid in 2016	\$7.48

The Special Pricing interest rate on your account expires **03/01/2017**. At that time, your interest rate changes to the account's standard interest rate. For current standard interest rates on your account, please contact your local banker or call the number listed on your statement.

ELECTRONICALLY FILED - 2021 Apr 13 3:27 PM - CHESTER - COMMON PLEAS - CASE#2021CP1200157
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Transaction history

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/31	Interest Payment	7.44		35,014.92
2/17	Purchase Bank Check OR Draft		500.00	
2/17	* Online Transfer to Goorey S Checking xxxxxxxx4080 Ref #1b036Kcz2 on 02/17/17		10,000.00	24,514.92
2/21	* Online Transfer to Goorey S Checking xxxxxxxx4080 Ref #1b036Mdh3J on 02/19/17		5,000.00	19,514.92
2/23	* Online Transfer to Goorey S Checking xxxxxxxx4080 Ref #1b036Wyrxc on 02/23/17		17,500.00	2,014.92
2/28	Interest Payment	3.96		
2/28	Monthly Service Fee		12.00	2,006.88
Ending balance on 2/28				2,006.88
Totals		\$11.40	\$33,012.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

* Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wells Fargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 01/01/2017 - 01/31/2017	Standard monthly service fee \$12.00	You paid \$0.00
We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.		
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Minimum daily balance	\$3,500.00	\$35,007.48 <input checked="" type="checkbox"/>
Fee period 02/01/2017 - 02/28/2017	Standard monthly service fee \$12.00	You paid \$12.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Minimum daily balance	\$3,500.00	\$2,014.92 <input type="checkbox"/>

MEME

138848

IMPORTANT ACCOUNT INFORMATION

Amendment to our Funds Availability Policy

Good news! Effective April 5, 2017, we've updated our funds availability policy to remove the delay of funds by one additional business day for certain checks deposited at a Wells Fargo location in Alaska. This applies only if the check was drawn on or payable at or through a paying bank not located in Alaska. Other funds availability policies are still in effect. Please see our Consumer Account Agreement for additional funds availability policies and details.



From: Robert Goorey <bgoorey1@gmail.com>
Date: 10/20/20, 10:14 AM
To: John Martin Foster <jmfoster@comporium.net>

Shawn just text me the message below. I'm not quite sure what he means. Take a look at it and see if you can figure it out.

How much do you make a year? I'm adding your income to mine because I'm financing your new land and home. Hopefully looking at it more closely Monday or Tuesday, but I think I found a winner. Will be using your money as down payment and some small improvements before you move in. The mobile home was made in 2012, and it sits on 13.6 acres!

ELECTRONICALLY FILED - 2021 Apr 13 3:27 PM - CHESTER - COMMON PLEAS - CASE#2021CP1200157

From: Robert Goorey <bgoorey1@gmail.com>
Date: 10/20/20, 10:17 AM
To: John Martin Foster <jmfoster@comporium.net>

Below is the text message Shawn sent me regarding the monthly payment.

.....

So the only things you will need to pay for are your monthly costs, prescriptions, food, gas, etc.

House (\$835)
Cable and internet (\$150), Electric(\$100)
are included in your monthly payments. If you can pay \$550 a month (half), that would be good. If you can pay more, that would be great lol.

Planning on a refi in a few years to lower the payments.

201700094766
Filed for Record in
CHESTER COUNTY SC
SUE K. CARPENTER, CLERK OF COURT
04-07-2017 at 10:37:12 am.
DEED 10.00
STATE 241.80
COUNTY 102.30
Volume 1202 Page 272 - 276

ELECTRONICALLY FILED - 2021 APR 13 3:27 PM - CHESTER - COMMON PLEAS - CASE#2021CP120157

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF CHESTER)

KNOW ALL MEN BY THESE PRESENTS, that

JACKIE G. FAIRCHILD, II,

hereinafter "Grantor(s)," in the State aforesaid, for and in consideration of the sum of NINETY TWO NINE HUNDRED DOLLARS and No/100 (\$92,900.00), and No Other Consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto

DEBORAH GOOREY, her heirs and assigns forever,

hereinafter referred to as "Grantee(s)," the following described real estate, to wit:

All that piece, parcel or lot of land with all improvements thereon, lying and being situate near Blackstock, SC, in Chester County, SC, one mile west of I-77 and one mile south of SC Highway 97 on Old Catholic Church Road and containing 3 acres, more or less as shown on plat by Jack Smith Surveying, dated March 11, 2008, which plat is incorporated herein by reference and is recorded in Plat Book 2, Page 419.

INCLUDED HERewith and being permanently affixed to the real estate a 2008 Clayton Manufactured Home 28 x 60 which by intention of all parties shall constitute a part of the realty and shall pass with it.

This being the same property conveyed to Jackie G. Fairchild by Vanderbilt Mortgage and Finance, Inc. by deed dated August 25, 2015 and recorded September 3, 2015 in Deed Book 1131 at Page 39, in the Office of the Clerk of Court for Chester County, SC.

TMS No. 129-00-00-045-00

Property Address: 2519 Old Catholic Church Rd., Blackstock, SC 29014

Grantee's Address: Same as Property Address

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property. TOGETHER with all and singular, the rights, members,

STATE OF SOUTH CAROLINA]
COUNTY OF CHESTER]

ROBERT F. GOOREY,]
]]
Plaintiff,]
vs.]
]]
DEBORAH A. GOOREY and]
SHAWN GOOREY,]
]]
Defendants.]
_____]

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

LIS PENDENS

C.A. No. 2021-LP-12-_____

NOTICE IS HEREBY GIVEN that an action has been commenced by the above-named Plaintiff against the above-named Defendants for a declaratory judgment to establish the existence of the ownership of an equitable interest in the below-described subject real estate. A description of the premises subject to the above-referenced civil action is set out in full below:

All that piece, parcel or lot of land with all improvements thereon, lying and being situate near Blackstock, SC, in Chester County, SC, one mile west of 1-77 and one mile south of SC Highway 97 on Old Catholic Church Road and containing 3 acres, more or less as shown on plat by Jack Smith Surveying, dated March 11, 2008, which plat is incorporated herein by reference and is recorded in Plat Book 2, Page 419.

Including herewith and being permanently affixed to the real estate a 2008 Clayton manufactured home 28 x 60 which by intention of all parties shall constitute a part of the realty and shall pass with it.

Being the same property conveyed to Deborah Goorey from Jackie G. Fairchild, II by Title to Real Estate dated March 31, 2017 and recorded April 7, 2017 among the Land Records of Chester County, State of South Carolina in Book 1202, Page 273.

Tax Account #: 129-00-00-045

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

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

Post Office Box 106
Rock Hill, S. C. 29731-6106

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

April 13, 2021

Rock Hill, South Carolina

STATE OF SOUTH
CAROLINA

COUNTY OF CHESTER

Robert F. Goorey,

Plaintiff,

v.

Deborah A. Goorey and Shawn Goorey,

Defendants.

IN THE COURT OF COMMON PLEAS

SIXTH JUDICIAL CIRCUIT

2021-CP-12-00157

ANSWER

The Defendant Shawn Goorey ("Shawn"), responding to the Complaint of Plaintiff Robert F. Goorey, ("Plaintiff"), would show unto this Honorable Court the following:

FOR A FIRST DEFENSE
(General and Specific Denials)

1. Shawn denies each and every allegation and prayer of the Complaint not hereinafter expressly admitted, modified, or otherwise explained.
2. Shawn admits the allegations of paragraph 1 of the Complaint.
3. Shawn admits the allegations of paragraph 2 of the Complaint.
4. Shawn admits the allegations of paragraph 3 of the Complaint.
5. To the extent a response is required, Shawn denies the allegations of paragraph 4 of the Complaint.
6. Shawn denies the allegations of paragraph 5 of the Complaint.
7. Shawn denies the allegations of paragraph 6 of the Complaint.
8. Responding to the allegations of paragraph 7 of the Complaint, Shawn denies that Exhibit B outlines the terms of any agreement between Shawn and Plaintiff for Shawn to provide

Plaintiff a permanent home. Further responding, Shawn denies that the 13.6-acre property that is referenced in Exhibit B is the same property that is at issue in this action

9. Shawn denies the allegations of paragraph 8 of the Complaint.

10. Shawn denies the allegations of paragraph 9 of the Complaint.

11. As the allegations do not pertain to him, Shawn do not provide any response to the allegations of paragraph 10 of the Complaint.

12. Shawn denies the allegations of paragraph 11 of the Complaint.

13. To the extent a response is required, Shawn denies the allegations of paragraph 12 of the Complaint.

14. To the extent a response is required, Shawn denies the allegations of paragraph 13 of the Complaint.

15. Shawn denies the allegations of paragraph 14 of the Complaint.

16. To the extent a response is required, Shawn denies the allegations of paragraph 15 of the Complaint.

FOR A SECOND DEFENSE
(Motion to Dismiss)

17. Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action against Shawn and this action should be dismissed pursuant to rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE
(Statute of Frauds)

18. Plaintiff's claims are barred by the statute of frauds.

FOR A FOURTH DEFENSE
(Frivolous Legal Proceedings)

19. Plaintiff's claims are not warranted under existing law and is the result of bad faith.
20. Plaintiff's actions constitute a frivolous legal proceeding under S.C. Code Ann. §15-36-10.
21. Shawn is entitled to recover attorney's fees and costs from Plaintiff as a result of his conduct.

WHEREFORE, Shawn prays that this Court dismiss Plaintiff's claims with prejudice; find the Plaintiff's claims are frivolous under S.C. Code Ann. §15-36-10; award Shawn attorneys' fees and costs; and grants such other and further relief as this Court deems just and proper.

Respectfully submitted,

s/ Joe Terrious Neal

Joe Terrious K. Neal, SC Bar No. 104319
Attorney for Shawn Goorey
Morton & Gettys, LLC
P.O. Box 707
Rock Hill, SC 29731
T: 803.366.3388
F: 803.366.4044
joe.neal@mortongettys.com

July 12, 2021
Rock Hill, South Carolina

CERTIFICATE OF SERVICE
2021-CP-12-00157

The undersigned certifies that the foregoing answer was served upon counsel of record for the Plaintiff Robert F. Goorey and Defendant Deborah A. Goorey on the 12th day of July 2021, via Chester County's E-Filing and E-Service system as follows:

John Martin Foster
Attorney for Robert F. Goorey

April Dawn Porter
Attorney for Deborah A. Goorey

s/ Joe Terrious K. Neal
Joe Terrious K. Neal
Attorney for Shawn Goorey

ELECTRONICALLY FILED - 2021 Jul 12 11:05 AM - CHESTER - COMMON PLEAS - CASE#2021CP1200157

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

Robert F. Goorey,

Plaintiff,

v.

Deborah A. Goorey and Shawn Goorey,

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-46-04358

**MOTION FOR SUMMARY
JUDGMENT**

Defendant Shawn Goorey ("Goorey") hereby moves for summary judgment pursuant to Rule 56 S.C. R. Civ. P. In support of this motion, Goorey would show that there is no disputed issue of material fact and Goorey is entitled to judgment in its favor as a matter of law.

This motion will be based upon the accompanying Memorandum in Support, the South Carolina Rules of Civil Procedure, the affidavits and discovery responses of record, and the appropriate statutory and case law. Counsel certifies, pursuant to Rule 11 S.C. R. Civ. P., that he had no obligation to consult with opposing counsel prior to filing this motion.

Respectfully submitted,

s/ Joe Terrious K. Neal

Joe Terrious K. Neal, SC Bar No. 104319

Morton & Gettys, LLC

Attorney for Defendant

P.O. Box 707

Rock Hill, SC 29731

T: 803.366.3388

F: 803.366.4044

joe.neal@mortongettys.com

April 24, 2023

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

Robert F. Goorey,

Plaintiff,

v.

Deborah A. Goorey and Shawn

Goorey,

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-46-04358

AFFIDAVIT OF SHAWN GOOREY

PERSONALLY, APPEARED ME, Shawn Goorey, who has been duly sworn deposes and says as follows:

1. I am over 21 years of age and am competent to testify regarding the matters set forth in this Affidavit.
2. I am a citizen and resident of York County, South Carolina.
3. The Plaintiff, Robert Goorey, is my father. Deborah Goorey, my codefendant, is my mother.
4. My father has filed a declaratory judgment action to determine his "rights and duties under his equitable ownership of an interest" in the property bearing tax map number 129-00-00-045.
5. I do not have an interest in the property that is at issue in this action.
6. I never entered a contract with my father to purchase the property at issue in this action.

1 of 2
Affidavit of Shawn Goorey

7. Although my father alleges that I assigned the property to my mother, I was not a party to the sales contract. Exhibit 1.
8. The property is solely titled in my mother's name. Exhibit 2.
9. I should be dismissed from this action because I do not have anything at stake in this matter.
10. My mom and dad's rights and duties as it relates to the property do not affect me.

Respectfully Submitted,


Shawn Goorey
Defendant

SWORN to and subscribed before me this 24th day of April 2023.



Notary Public for Washington
My commission expires 05/24/2023



EXHIBIT 1

Mar 01 17 02:47p

p. 1

ELECTRONICALLY FILED - 2023 Apr 25 11:20 AM - CHESTER - COMMON PLEAS - CASE#2021CP1200157



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Deborah Goorey ("Buyer"), and Seller(s), Jackie Fairchild ("Seller").

- (A) "Party" - defined as either Buyer or Seller. "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing Carolina Closings
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 92,900.00

Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD. Verification of Cash available for Closing is attached not attached to be Delivered before The sale of Buyer's real property is not a contingency for Purchase and terms are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, and lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, alarm systems, satellite equipment, roll carts).

Address 2519 Old Catholic Church Rd Unit # City Blacks Zip 29014-9524 County of Chester Lot Block Section/Phase Subdivision Other Tax Map 129-00-00-045-000

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before March 31, 2017 ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded

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FORM 310 PAGE 1 of 8

Erica Homes LLC : Lancaster, 1196-A Greel Falls Highway Lancaster, SC 29720 Phone: 803-287-2396 Fax: 803-656-0899 Greenville Office

Deborah Goorey

Produced with pdf-form by e-File, 4610 Filmore Mall, Raleigh, NC 27616 919.488.8878

general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total \$ 500.00 (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ _____ will be paid within 3 Business Days after Effective Date and Earnest Money is in the form of check cash other (e.g. wire) Cashier's Check to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Stephen Bull as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. UNLESS OTHERWISE AGREED UPON IN WRITING, THE PARTIES AGREE THAT THE ESCROW AGENT SHALL DISBURSE THE EARNEST MONEY TO THE BUYER UNLESS THERE IS A DISPUTE. PARTIES AGREE THAT A DISPUTE IS DEFINED SOLELY TO MEAN ONLY THAT THE SELLER OR SELLER'S ATTORNEY HAS FILED A LEGAL ACTION TO DETERMINE DISTRIBUTION OF THE EARNEST MONEY WITH A COURT OF COMPETENT JURISDICTION AND SERVED THE LEGAL ACTION'S SUMMONS AND COMPLAINT UPON THE ESCROW AGENT NO LATER THAN 30 BUSINESS DAYS AFTER THIS CONTRACT'S STATED CLOSING DATE. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance-lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ 4,500.00 OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the Seller's or Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

7. **FINANCE:** Buyer's obligation under this Contract is not contingent upon obtaining financing of a 30 year or 15 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum 80.000 % and maximum 80.000 % of the Purchase Price or Appraised Value

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Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the inspections
Other see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and inspectors use insurance to manage risk.

10. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 15 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands determined, and appropriate insurance (e.g. flood, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date will will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payer. Proposed HWC and type of HWC: _____

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") (check one):

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain inspections of all Property Issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.J., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-9-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may: (i) Deliver Notice of Default to Seller and terminate Contract; and

[Signature] BUYER BUYER *[Signature]* SELLER SELLER HAVE READ THIS PAGE

- (ii) Pursue any remedies available to Buyer at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-803-772-5206). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of an interpleader action or other action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda.

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FORM 310 PAGE 6 of 8

amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here: _____

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of those documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 AM PM on February 27, 2017, unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: _____

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signer is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Deborah Goorey ^{02/27/2017} Date: _____ Time: _____
BUYER: _____ Date: _____ Time: _____
_____ Date: _____ Time: _____
_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Jessica Linnell Date: 03/01/17 Time: 1:36 PM
SELLER: _____ Date: _____ Time: _____
_____ Date: _____ Time: _____
_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: jsfarchibald@frontiers.com

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FORM 310 PAGE 7 of 8

Deborah Goorey

TRANSACTIONAL INFORMATION:

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Stephen Bull

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Carolina Closings

ESCROW AGENT CONTACT INFO: _____

LICENSEE: Kiswana Green SC LICENSE # 94505 EXPIRES 05/30/2017

BROKER IN CHARGE: Erica Simpson SC LICENSE # _____ EXPIRES 05/30/2018

BROKERAGE COMPANY NAME: Erica Homes, LLC

INVOLVED AS: BUYER AGENT SELLER SUBAGENT DUAL AGENT BUYER DESIGNATED AGENT*
 CUSTOMER REPRESENTATIVE TRANSACTION BROKERAGE

MEMBERS OF Central Carolina ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1196 Great Falls Rd

NOTICE EMAIL/FAX: kiswana@ericahomes.com

MOBILE PHONE: (803) 287-2396 OFFICE PHONE: _____

OTHER: _____

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: SELLER AGENT SELLER SUBAGENT DUAL AGENT SELLER DESIGNATED AGENT*
 CUSTOMER REPRESENTATIVE TRANSACTION BROKERAGE

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

Robert F. Goorey,
Plaintiff,

v.

Deborah A. Goorey and Shawn Goorey,
Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-46-04358

**MEMORANDUM IN SUPPORT of
DEFENDANT'S SUMMARY
JUDGMENT MOTION**

This case arises out of Plaintiff Robert F. Goorey's ("Robert") attempt to exert leverage over his ex-wife Deborah ("Deborah") and prevent her from evicting him from the property that she owns located at 2519 Old Catholic Church Road, Blackstock, SC 29014 ("Property"). Robert has included his son Shawn Goorey ("Shawn") in this action, although Shawn does not have an interest in the Property. In this action, Robert alleges that he entered an agreement with Shawn for Shawn to purchase a permanent home on Robert's behalf for Robert to reside and seeks a declaratory judgment that Robert has an interest in Deborah's Property. Viewing the evidence of the purchase contract of the Property and the corresponding deed in the light most favorable to Robert, it is clear that Shawn does not have any interest in the property.

BACKGROUND

Shawn is the son of Robert Goorey and Deborah Goorey. Shawn moved to North Carolina with his parents from Texas on or about the year 2000. In 2005, Robert and Deborah separated, and Robert returned to Texas. Although Shawn maintained a relationship with both of his parents, the strength of his relationship with Robert has been sporadic. Shawn purchased a home in York County, South Carolina on or about March 1, 2007. In 2009, Robert and Deborah's divorce was finalized in the York County, South Carolina Family Court. Shawn remained in the York County,

South Carolina area with Deborah since 2007. Robert moved to Florida sometime between 2009 and 2016.

On or about December 2016, Robert threatened Shawn that he would park his car in Shawn's driveway if Shawn did not find somewhere for Robert to live for \$550 a month or less. Shawn was testing the market at the time and considered allowing Robert to rent from him temporarily if Shawn could purchase a home. Around that same time, Robert opened a joint account with Shawn and gave Shawn autonomy to use the funds at his discretion.

During Shawn's search for an investment property, he discovered that his debt-to-income ratio would not allow him to purchase another home. Shawn's mother, Deborah, was also in the market to purchase a home. Deborah qualified for a mortgage loan and identified the Property as a potential investment. Shawn offered to assist Deborah by paying the down payment. Shawn, still hoping to find somewhere for his father to live, asked Deborah if she would allow Robert to rent the Property, to which she agreed. Shawn's discussions with Robert regarding the purchase of a potential property and his discussions with Deborah regarding her purchase of the subject Property, never involved Robert taking title by joint ownership or a live estate. Robert had a foreclosure on his record that was prohibitive to him securing any mortgage loan.

Deborah purchased the Property April 7, 2017, and Robert moved in shortly thereafter. Deborah rented the Property to Robert until about March 2020, where she initiated eviction proceedings against Robert. Robert filed this suit for declaratory judgment against Deborah and Shawn on April 13, 2021.

Procedural Standard

Summary judgment is appropriate when it is clear that there is no genuine issue of material fact, and that the moving party is entitled to judgment as a matter of law. *Baird v. Charleston*

County, 333 S.C. 519, 511 S.E.2d 69 (1999). A party seeking summary judgment must clearly establish the absence of a triable issue of material fact based upon the record presented to the court. *Stanford Fire Ins. Co. v. Marine Contracting and Towing*, 301 S.C. 418, 392 S.E.2d 460 (1990). In determining whether any triable issue of fact exists, the court must view the evidence and all reasonable inferences to be drawn therefrom in a light most favorable to the nonmoving party. *Strother v. Lexington County Recreation Comm'n*, 332 S.C. 54, 504 S.E.2d 117 (1998). Despite this lofty standard, the evidence is clear that summary judgment in Shawn's favor is proper.

The alleged contract between Robert and Shawn does not satisfy the Statute of Frauds.

Robert's cause of action is based on the existence of a purported contract to purchase land. See Compl. ¶ 5. The Statute of Frauds provides that no action shall be brought to enforce "any contract or sale of lands, tenements or hereditaments or any interest in or concerning them . . . Unless the agreement . . . [or] memorandum or note thereof shall be in writing and signed" S.C. Code Ann. 32-3-10(4). To satisfy the Statute of Frauds, every essential element of the contract must be expressed in a writing signed by the party to be compelled. *Fici v. Koon*, 642 S.E.2d 602, 372 S.C. 341 (S.C. 2007); *Speed v. Speed*, 213 S.C. 401, 49 S.E.2d 588 (1948). The burden of proof is on the party seeking to enforce the contract. *Id.* In the context of a land sale, a description of the property must be in a signed writing; parol evidence cannot supply this essential element *Id.*

Here, the alleged contract between Robert and Shawn is oral in nature and does not have definite terms. Robert failed to produce any documentation that bares his or Shawn's signature in relation to a purchase and sale contract. In Robert's Complaint, he alleges that he entered into a contract with Shawn whereby the parties would purchase the Property to be occupied by Robert as his "permanent home" and titled in Shawn's name. Complaint ¶ 5, 8. South Carolina law is clear

that every element of an agreement of this nature must be detailed in a signed writing. Robert failed to produce any documentation indicating a signed writing exists and fails to allege that a signed writing exists.

Robert attempts to circumvent the Statute of Frauds by alleging that agreement to purchase the Property is written in the text messages between himself and Shawn attached to the Complaint as Exhibit B; however, the text messages in Exhibit B reference a different property containing 13.6 acres and the Property at issue in this lawsuit contains only 3 acres. Even if Robert's allegations are taken as true and the text messages memorialize the alleged agreement, the text messages do not satisfy the Statute of Frauds because the parties never purchased the 13-acre property that is detailed in the writing. Robert's allegations are inconsistent, and he offers minimal facts or circumstances detailing the alleged agreement between himself and Shawn. Robert's allegations are vague, and he is unable to produce a signed writing because Shawn never promised Robert that he would provide Robert with a permanent home for his retirement. Summary Judgment is proper in this matter for Shawn because based upon the record, Robert has not produced evidence to satisfy the Statute of Frauds.

Shawn does not have an interest in the Property.

Even if the court finds that Robert has satisfied the Statute of Frauds and he and Shawn had a contract, Shawn is entitled to summary judgment because he does not have an ownership interest in the property. Robert has alleged that Shawn assigned his interest in the Property to his mother Deborah without Robert's knowledge. Complaint ¶ 9.

In this case, Robert did not present any evidence that Shawn ever had any interest in the Property or was involved in the transaction for Deborah to purchase the home. In fact, Shawn was not involved in the process with Deborah when she purchased the home. The purchase and sale

contract for the Property lists the buyer as Deborah Goorey and the seller as Jackie Fairchild, the same parties that are listed as the grantor and grantee in the deed to the Property. The contract is attached hereto as Exhibit 1. Shawn does not hold an interest in the property and has not held an interest in the Property at any time in the past. So too, like the lack of evidence that Robert has presented to substantiate an oral agreement, Robert has failed to produce evidence to show that Shawn has any relation to the Property. Shawn is entitled to summary judgment and should be dismissed as a party to the case.

CONCLUSION

Accordingly, Shawn asks the Court to grant his motion for summary judgment against Robert.

s/ Joe Terrious K. Neal

Joe Terrious Neal, SC Bar No. 104319
Morton & Gettys, LLC
P.O. Box 707
Rock Hill, SC 29731
T: 803.366.3388
F: 803.366.4044
Joe.Neal@mortongettys.com

ATTORNEY FOR SHAWN GOOREY

April 25, 2023

CERTIFICATE OF SERVICE

2019-CP-46-04358

The undersigned certifies that the foregoing Motion for Summary Judgment, Memorandum in Support, Affidavit of Shawn Goorey, and exhibits were served upon counsel on April 25, 2023, via South Carolina's E-Filing and E-Service system as follows:

April Porter for Deborah A Goorey
John Foster for Robert F Goorey

s/ Joe Terrious K. Neal

Joe Terrious K. Neal

ELECTRONICALLY FILED - 2023 Apr 25 11:20 AM - CHESTER - COMMON PLEAS - CASE#2021CP1200157

EXHIBIT 1

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AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Deborah Goorey ("Buyer"), and Seller(s), Jackie Fairchild ("Seller").

- (A) "Party" - defined as either Buyer or Seller. "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Carolina Closings
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 92,900.00

Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD. Verification of Cash available for Closing is attached not attached to be Delivered before The sale of Buyer's real property is not a contingency for Purchase and terms are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, and lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, alarm systems, satellite equipment, roll carts).

Address 2519 Old Catholic Church Rd Unit # City Blackstock State of South Carolina Zip 29014-9524 County of Chester Lot Block Section/Phase Subdivision Other Tax Map 129-00-00-045-000

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before March 31, 2017 ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded

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FORM 310 PAGE 1 of 8

Eric Homes LLC - Lancaster, 1196-A Great Falls Highway Lancaster, SC 29720 Phone: 803-287-2396 Fax: 803-656-0499

Deborah Goorey

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general warranty deed free of encumbrances and liens except as herein stated; and in name(s): _____

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total \$ 500.00 (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ _____ will be paid within 3 Business Days after Effective Date and Earnest Money is in the form of check cash other (e.g. wire) Cashier's Check to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Stephen Bull as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. UNLESS OTHERWISE AGREED UPON IN WRITING, THE PARTIES AGREE THAT THE ESCROW AGENT SHALL DISBURSE THE EARNEST MONEY TO THE BUYER UNLESS THERE IS A DISPUTE. PARTIES AGREE THAT A DISPUTE IS DEFINED SOLELY TO MEAN ONLY THAT THE SELLER OR SELLER'S ATTORNEY HAS FILED A LEGAL ACTION TO DETERMINE DISTRIBUTION OF THE EARNEST MONEY WITH A COURT OF COMPETENT JURISDICTION AND SERVED THE LEGAL ACTION'S SUMMONS AND COMPLAINT UPON THE ESCROW AGENT NO LATER THAN 30 BUSINESS DAYS AFTER THIS CONTRACT'S STATED CLOSING DATE. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ 4,500.00 OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the Seller's or Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

7. FINANCE: Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 30 year or 15 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum 80.000 % and maximum 80.000 % of the Purchase Price or Appraised Value

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Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the inspections see attached.

Other _____

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and inspectors use insurance to manage risk.

10. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 15 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands determined, and appropriate insurance (e.g. flood, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date will will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payer Proposed HWC and type of HWC: _____

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15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance, the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property Issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws (e.g. 12-9-580 (as amended)) regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

- (i) Deliver Notice of Default to Seller and terminate Contract; and

DB BUYER BUYER *JS* SELLER SELLER HAVE READ THIS PAGE

- (ii) Pursue any remedies available to Buyer at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (Info@SCREALTORS.org 1-803-772-5208). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of an interpleader action or other action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. **NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.**

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda,

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE
 FORM 310 PAGE 6 of 8
 Deborah Cooney

amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here: _____

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5:00 AM PM on February 27, 2017 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: _____

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signer is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Deborah Goorey ^{02/27/2017} Date: 02:32 AM GMT Time: _____
BUYER: _____ Date: _____ Time: _____
_____ Date: _____ Time: _____
_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Jessie Fairchild Date: 03/01/17 Time: 1:36 pm
SELLER: _____ Date: _____ Time: _____
_____ Date: _____ Time: _____
_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: jsfairchild@frontier.com

REALTORS® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCAR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCAR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCAR. SCAR makes no representation as to the legal accuracy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal needs.

TRANSACTIONAL INFORMATION:

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Stephen Bull

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Carolina Closings

ESCROW AGENT CONTACT INFO: _____

LICENSEE: Kiswana Green SC LICENSE # 94505 EXPIRES 06/30/2017

BROKER IN CHARGE: Erica Simpson SC LICENSE # _____ EXPIRES 05/30/2018

BROKERAGE COMPANY NAME: Erica Homes, LLC

INVOLVED AS: BUYER AGENT SELLER SUBAGENT DUAL AGENT BUYER DESIGNATED AGENT*
 CUSTOMER REPRESENTATIVE TRANSACTION BROKERAGE

MEMBERS OF Central Carolina ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 1196 Great Falls Rd

NOTICE EMAIL/FAX: kiswana@ericahomes.com

MOBILE PHONE: (803)287-2396 OFFICE PHONE: _____

OTHER: _____

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: SELLER AGENT SELLER SUBAGENT DUAL AGENT SELLER DESIGNATED AGENT*
 CUSTOMER REPRESENTATIVE TRANSACTION BROKERAGE

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

STATE OF SOUTH CAROLINA]
COUNTY OF CHESTER]

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

ROBERT F. GOOREY,]
]
Plaintiff,]

NOTICE AND MOTION

vs.]

TO ALTER OR AMEND JUDGMENT

DEBORAH A. GOOREY and]
SHAWN GOOREY,]

C.A. No. 2021-CP-12-00157

Defendants.]

To: Joe Terrious K. Neal
Morton & Gettys, LLC
Attorneys for Shawn Goorey
P.O. Box 707
Rock Hill, SC 29731
Joe.Neal@mortongettys.com

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

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

PLACE: The Chester County Courthouse
140 Main Street
Chester, South Carolina 29706,
or such other place as may be designated by the Judge or the Clerk of Court.

Pursuant to Rule 59(e), S.C.R.C.P., the Plaintiff RICHARD F. GOOREY, by and through his attorney, moves this Court:

For an Order reopening that decision or Order of this Court filed June 30, 2023, entitled Order for Summary Judgment;

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

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

on the grounds that the Orders of the Court are contrary to law and the evidence as shown at the hearing, on the following bases:

1. This civil action involves the equitable ownership of an interest in real property located within Chester County, South Carolina. By his verified Complaint, the Plaintiff ROBERT E. GOOREY stated as follows:

5. In and about January, 2017, the Plaintiff and SHAWN GOOREY entered into an agreement for the purchase of real property to be occupied by the Plaintiff as his home and held in the name of SHAWN GOOREY. That real property (hereafter also "the subject real property") is described as follows:

All that piece, parcel or lot of land with all improvements thereon, lying and being situate near Blackstock, SC, in Chester County, SC, one mile west of 1-77 and one mile south of SC Highway 97 on Old Catholic Church Road and containing 3 acres, more or less as shown on plat by Jack Smith Surveying, dated March 11, 2008, which plat is incorporated herein by reference and is recorded in Plat Book 2, Page 419.

Including herewith and being permanently affixed to the real estate a 2008 Clayton manufactured home 28 x 60 which by intention of all parties shall constitute a part of the realty and shall pass with it.

Being the same property conveyed to Deborah Goorey from Jackie G. Fairchild, II by Title to Real Estate dated March 31, 2017 and recorded April 7, 2017 among the Land Records of Chester County, State of South Carolina in Book 1202, Page 273.

Tax Account #: 129-00-00-045

6. Pursuant to this agreement, the Plaintiff advanced the sum of Thirty-Five Thousand and no/100 (\$35,000.00) Dollars to his son toward the purchase of the below described real property and undertook to pay monthly sums representing one-half of the purchase mortgage payments, cable and electric. Partial proof of those payments are attached hereto and incorporated in the Complaint as Exhibit A.
7. These terms are set out on copies of texts between the Plaintiff and his son, some of which are attached hereto and incorporated in the Complaint as Exhibit B.
8. The purpose of the Plaintiff's said agreement with SHAWN GOOREY was to give the Plaintiff a permanent home, given his retirement, his disability and his limited resources.
9. Without the knowledge of the Plaintiff, SHAWN GOOREY assigned the said real property to his mother, DEBORAH A. GOOREY. On knowledge and information,

Mrs. GOOREY advanced monies toward the purchase of the property, and the same was titled in her name. A copy of the Deed into her name is attached hereto and incorporated in the Complaint as Exhibit C.

10. Since at least March, 2020, DEBORAH A. GOOREY has made intermittent demands that the Plaintiff vacate the subject real property, and claimed in a series of eviction actions in the Magistrate's Court that he is simply her "tenant" at that address. These demands have been accompanied by DEBORAH A. GOOREY's promise to refund the sums advanced for purchase.
 11. The Plaintiff has, throughout his presence on the subject real property, proffered sums toward expenses as agreed between the parties. Neither Defendant has ever resided on the subject real property.
 12. The Plaintiff instituted this action for a declaration of the respective rights, status and legal relations of the parties as to the subject real property, pursuant to S.C. Code § 15-53-30.
 13. On knowledge and information, the parties to this action are all the persons who have or claim any interest which would be affected by the said declaration of rights, and no declaration shall prejudice the rights of persons not parties to the said proceeding, within the meaning of S.C. Code § 15-53-80.
 14. On knowledge and information, the Plaintiff has an equitable ownership in the subject real property; a resulting trust was created under the transactions between the parties; and a declaratory judgment should issue from this Court that the Plaintiff is an equitable owner of an interest in the subject real property now held in the Defendant DEBORAH A. GOOREY's name.
2. This matter came before the Court on a Motion by SHAWN GOOREY for summary judgment. At hearing on June 16th, 2023, counsel for SHAWN GOOREY advanced various grounds for dismissal as to his client. The Order of June 30th, 2023 by this Court is grounded solely upon the Plaintiff's failure to meet the Statute of Frauds.
 3. In argument at the hearing and by reference to the verified pleading, the fact of part performance of an oral contract and the consequent removal of a defense under the Statute of Frauds was raised. In discussing this doctrine in *Scurry v. Edwards*, 232 S.C. 53, 100 S.E.2d 812 (1957), our Supreme Court stated:

The general rule is well settled that sufficient part performance of a parol contract for the conveyance of real estate will, in equity, remove the contract from the operation of the statute. 49 AM.JUR., *Statute of Frauds*, Section 419, p. 723. And we have repeatedly held, with regard to oral agreements for partition, that actual possession is the most satisfactory evidence of part performance. *Kennemore v. Kennemore*, 26 S.C. 251, 1 S.E. 881; *Wilson v. Cooper*, 226 S.C. 538, 86 S.E.2d 59. So also will the courts require specific performance of an oral contract for the conveyance of land, where the terms of the contract are clear, definite and certain and are established by competent and satisfactory proof, and where the party seeking to rescue it from the statute shows such acts of performance or part performance on his part, clearly and unequivocally referable to such agreement, as would render application of the statute unconscionable. *Crawford v. Crawford*, 77 S.C. 205, 57 S.E. 837; *White v. Felkel*, 222 S.C. 313, 72 S.E.2d 531.

[*Id.*, 232 S.C. 60-61, 100 S.E.2d 816; *formatting added.*]

4. The doctrine of part performance has been adequately raised by the Complaint of Plaintiff; his occupancy of the premises is admitted by the Defendants. The Plaintiff maintains his Complaint, with its exhibits, are competent and satisfactory proof of his contract terms with his son SHAWN GOOREY. Whether that proof is satisfactory is, in any event, a question of fact; as such the Plaintiff is entitled to have disputed facts viewed in the light most favorable to him. Summary judgment cannot be awarded under the circumstances.
5. The Plaintiff also notes that in *Springob v. Univ. of S.C.*, 407 S.C. 490, 757 S.E.2d 384 (2014), our Supreme Court dealt with a defense of the Statute of Frauds. That Court found there had been no writing sufficient to satisfy that statute, but nevertheless held that the Plaintiff could proceed to trial on the basis of equitable estoppel. That decision held:

“[T]he doctrine of estoppel may be invoked to prevent a party from asserting the statute of frauds.” *Collins Music Co. v. Cook*, 281 S.C. 580, 583, 316 S.E.2d 418, 420 (Ct.App.1984) (citing *Florence Printing Co. v. Parnell*, 178 S.C. 119, 127, 182 S.E. 313, 316 (1935)). The party asserting estoppel “must show that he has suffered a definite, substantial, detrimental change of position in reliance on the contract, and that no remedy except enforcement of the bargain is adequate to restore his former position.” *Id.* “It is not sufficient to show merely that he has lost an expected benefit under the contract.” *Id.* “Before the estoppel doctrine can be invoked, however, there must be competent proof of

the existence of the oral contract." *Atl. Wholesale Co. v. Solondz*, 283 S.C. 36, 40, 320 S.E.2d 720, 723 (Ct.App.1984) (quotations and citations omitted).
[*Id.*, 407 S.C. ___, 757 S.E.2d 387-88.]

In light of its holding referenced above, the Supreme Court held in that case:

Taking the evidence in the light most favorable to the Appellants, we find there is proof of an oral contract between the parties.
[*Id.*]

6. The doctrine of equitable estoppel has been adequately raised by the Complaint of Plaintiff; he has sworn to the agreement with his son and his payment to that end. His action is undertaken to hold his right to his home. The Plaintiff maintains his Complaint, with its exhibits, are competent and satisfactory proof of his contract terms with his son SHAWN GOOREY. Whether that proof is satisfactory is, in any event, a question of fact; as such the Plaintiff is entitled to have disputed facts viewed in the light most favorable to him. Summary judgment cannot be awarded under the circumstances.

Counsel for the Plaintiff is not required to attempt in good faith to resolve the matter contained in this Motion by reason of the dispositive nature thereof.

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

Respectfully submitted,

/s/ John Martin Foster
Attorney for Plaintiff
S.C. Bar No. 2086

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, SC 29730
Post Office Box 106
Rock Hill, SC 29731-6109

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

July 5, 2023
\
Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF CHESTER]
ROBERT F. GOOREY,]
Plaintiff,]
vs.]
DEBORAH A. GOOREY and]
SHAWN GOOREY,]
Defendants.]

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CERTIFICATE OF SERVICE
C.A. No. 2021-CP-12-00157

The undersigned, counsel for Plaintiff in the civil action above, hereby certifies that on July 5, 2023 he served copies of the following pleadings or documents in the above-captioned and numbered civil action, the original of which were sent to be filed with the Clerk of the Court for the Court named above,:

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

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

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

April D. Porter
Attorney for Defendant Deborah Goorey
176 Columbia Street
Chester, SC 29706

Joe'Terrious K. Neal
Morton & Gettys, LLC
Attorneys for Shawn Goorey
P.O. Box 707
Rock Hill, SC 29731

/s/ John Martin Foster
Attorney for Plaintiff
Post Office Box 106
Rock Hill, SC 29731-6109
jmfoster@comporium.net

May 8, 2023

Rock Hill, South Carolina

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STATE OF SOUTH CAROLINA: COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT: CHESTER COUNTY

ROBERT R. GOOREY,)
) Docket No.
 PLAINTIFF,) 2021-CP-12-00157
)
)
 V.)
)
)
 DEBORAH A. GOOREY and) **MOTION FOR SUMMARY JUDGEMENT**
 SHAWN GOOREY,)
)
)
 DEFENDANTS.)

June 16, 2023
Chester, South Carolina

B-E-F-O-R-E:

BEFORE THE HONORABLE B. ALEX HYMAN

A-P-P-E-A-R-A-N-C-E-S:

JOHN MARTIN FOSTER, ESQ.
Attorney for the Plaintiff

JOE'TERRIOUS NEAL, ESQ.
Attorney for the Defendant (Shawn Goorey)

APRIL PORTER, ESQ.
Attorney for the Defendant (Deborah Goorey)

Maria DiScioscia, RPR
Official Court Reporter

1 THE COURT: Good morning. Is this Mr. Neal?

2 MR. NEAL: Yes, your Honor.

3 THE COURT: And Ms. Porter?

4 MS. PORTER: Yes, your Honor. April Porter
5 for the defendant, Deborah Goorey.

6 THE COURT: Okay, Ms. Porter.

7 I believe this is y'all's motion. Happy to
8 hear from you.

9 MR. NEAL: Yes, your Honor.

10 THE COURT: And I have read over your
11 memorandum in support of the motion, just to let you
12 know.

13 MR. NEAL: Thank you, your Honor.

14 Well, really quick your Honor. As you know,
15 the plaintiff, Robert Goorey brought a declaratory
16 judgement action against his son, who's my client, and
17 his ex-wife, Deborah Goorey. Robert's cause of action
18 arises from the purported contract between himself and
19 Shawn. For Shawn to purchase the property located at
20 2519 Old Catholic Church Road in Chester County. The
21 property description is included in Robert's complaint.

22 Robert alleges that the purpose of this
23 contract was for Shawn to provide a permanent residence
24 for the rest of his life. The crux of Robert's complaint
25 is that, his son entered into this purchase and sale

1 contract and assigned it to his mother without Robert's
2 knowledge. Robert expects to live on this property and
3 after he was served with a series of eviction notices
4 from Deborah, he filed this action for declaratory
5 judgement, asking the Court to determine his interest in
6 the property.

7 Your Honor, Paragraph 12 of Robert's complaint
8 states as follow:

9 "The Plaintiff instituted this action for a
10 declaration of the respective rights, status and legal
11 relations of the parties as to the subject real
12 property, pursuant to South Carolina Code 15-53-30."

13 I'm here to tell you, your Honor, my client
14 doesn't have any legal relation to this property.

15 Your Honor, it's undisputed that my client's
16 name is not included on the deed to the property.
17 Likewise your Honor, my client has never resided at this
18 property. This is confirmed by Paragraph 12 of Robert's
19 complaint.

20 Lastly your Honor, Shawn has never demanded
21 that Robert vacate the property. Robert only alleges in
22 his complaint that Deborah has made intermittent demands
23 that he vacate the property and that Deborah has
24 initiated a series of eviction actions.

25 Your Honor, summary judgment is proper in this

1 case, because Robert did not have an enforceable
2 contract with Shawn. And because Shawn has never had an
3 interest in this property and does not claim to have an
4 interest this property.

5 Your Honor, as you know, summary judgment is
6 appropriate when, "It's clear there is no genuine issue
7 of material fact and that the moving party is entitled
8 to a judgment as a matter of law."

9 "A party seeking summary judgement must
10 clearly establish the absence of triable issue of
11 material fact based upon the records presented to the
12 Court."

13 Your Honor, in this case, the alleged contract
14 between Robert and Shawn does not satisfy the Statute of
15 Frauds. Your Honor, as you know, the Statue of Fraud
16 provides that: "No action shall be brought to enforce
17 any contract for the sale of lands, tenements, or
18 hereditament or any interests in or concerning them,
19 unless the agreement or memorandum or note thereof,
20 shall be in writing and signed." That's from South
21 Carolina Code 32-3-10(4).

22 Your Honor, to satisfy the Statue of Frauds,
23 "Every essential element of a contact must be expressed
24 in writing signed by the party to be compelled." In
25 this case, that would be Shawn. The burden of proof is

1 on the party seeking to enforce the contract. In this
2 case, that's Robert.

3 "In the context of land sale, a description of
4 the property must be in a signed writing, parol evidence
5 cannot supply this essential element." Your Honor, this
6 is from *Fici V Koon, 642-S.E.2d 602 and Speed Versus*
7 *Speed, 213-S.C.401.*

8 Your Honor, here we don't have a signed
9 writing, which is the core of the Statue of Frauds.
10 Robert intends to circumvent this element by attaching
11 text messages between himself and my client in his
12 complaint. However, your Honor, it's clear from those
13 text messages that they refer to a different property
14 altogether. They reference a 13.6 acre piece of
15 property. And the property at issue in this case is 3
16 acres. Again your Honor, that property description is
17 included in the plaintiff's complaint.

18 Thus, there is no genuine dispute that a
19 signed contract existed between Robert and Shawn for
20 Shawn to purchase the subject property in this
21 litigation.

22 Lastly your Honor, Shawn is entitled to
23 summary judgment because he doesn't have an interest in
24 the property. Paragraph 13 of Robert's complaint
25 alleges that the parties, including Shawn, are all the

1 people who have an interest or a claim to have an
2 interest in the property, which would be affected by
3 this declaration of rights.

4 However, Robert doesn't present any evidence
5 that Shawn ever had an interest in the property. As
6 I've already covered, Sean's not listed on the deed.

7 Paragraph 14 of the plaintiff's complaint
8 confirms this fact. It states and I quote, "the subject
9 real property is now held in the name of Deborah
10 Goorey."

11 Robert pulled Shawn into this transaction by
12 alleging in Paragraph 9 that Shawn assigned the property
13 — I'm sorry. That Shawn assigned the contract to his
14 mother, Deborah.

15 Your Honor, I've attached a copy of that
16 purchase and sale agreement to my memorandum. Deborah
17 Goorey served responses to my request to submit where
18 she admitted this is a true and genuine copy.

19 Your Honor, that purchase and sale contract
20 shows that the buyer was Deborah Goorey and the seller
21 was Jackie Fairchild. Shawn was not a party to this
22 transaction. This is not a fact that can be disputed.

23 However, let's assume that this was an
24 enforceable contract between Robert and Shawn, and Shawn
25 really did assign this contract to Deborah like Robert

1 alleges. Your Honor, summary judgment would still be
2 appropriate. Your Honor, as you know, assignment is a
3 transfer of rights from the assignor to the assignee, so
4 the assignee stands in the shoes of the assignor. The
5 affect of assignment is to extinguish the contractual
6 relationship between the assignor and the other party to
7 the contract and create privity of contract between the
8 third party assignee and the other party to the
9 contract. In this case, that would be Deborah and
10 Robert and this is from *Moore v Weinberg 644-S.E.2d-740*.

11 Thus, if we take all of Robert's allegations
12 as true and there was a contract between Robert and
13 Shawn and Shawn assigned it to Deborah, there's no
14 longer privity of contract between Robert and Shawn.
15 And Shawn is thus, entitled to judgment as a matter of
16 law.

17 Your Honor, the adjudication of this lawsuit
18 has no bearing on Shawn whatsoever. This matter is
19 between Robert and Deborah Goorey alone. Shawn
20 shouldn't be pulled in the middle of a dispute between
21 his parents. He had enough of that when they got a
22 divorced. At best your Honor, my client would serve as
23 a fact witness in this case your Honor. And if that's
24 what Robert wants, if he wants Shawn to be a fact
25 witness to build up on the facts to create what he's

1 alleging to be a resulting trust, then he can subpoena
2 Shawn to be a witness at trial. However, Shawn should
3 not continue to incur legal expenses to defend this
4 case.

5 In conclusion your Honor, I respectfully ask
6 that you grant summary judgment in my client's favor.
7 Thank you.

8 THE COURT: Thank you Mr. Neal.

9 Mr. Foster?

10 MR. FOSTER: Thank you, your Honor.

11 If I may correct opposing counsel. The name
12 of his client and mine is Goorey.

13 Let me briefly go through the facts hereon the
14 case, your Honor. I would note that we have filed with
15 the Court a verified complaint. I would note that as I
16 will be arguing that the affidavit that Mr. Shawn Goorey
17 has given us, does not meet the facts.

18 Our argument and verified complaint is, that
19 my client made an agreement with his son with about the
20 only monies he has left from his retirement to find him
21 a place to live. He paid him, according to our
22 verification, \$35,000. We have attached to the
23 complaint documentation showing that at least \$32,500
24 was paid by Robert to his son Shawn. After this and
25 after the agreement that he was going to find a place

1 for his father, there was a sale in which the property
2 was in fact, put in the name of his mother, Deborah.

3 Counsel cites the Statue on Frauds. Simple
4 answer to that is, that there is a simple answer in the
5 Statute of Frauds and we've alleged it. It's called
6 "reliance". We've adequately set that out. I believe
7 the problem we have here, your Honor, at least in our
8 view is this. Opposing counsel has what I believe is an
9 improper view of what a declaratory judgment is. My
10 client has documentation verified that he paid his son
11 at least \$32,500. We have documentation --

12 THE COURT: -- let me just ask you a question
13 on that.

14 I looked at your paperwork and it appears from
15 what I'm seeing is a joint account between father and
16 son. Do you agree with that?

17 MR. FOSTER: Yes. This was money paid to the
18 son as shown. And the only thing we have to deny that
19 is an unverified statement. My client has stated under
20 oath that it was given to his son. My point being more
21 generally your Honor, and I hope I didn't interrupt the
22 Court.

23 I believe that counsel doesn't understand what
24 we believe to be the basis for declaratory judgment.
25 We've cited in our complaint as follows in the paragraph

1 after counsel has said.

2 This is 13: "All knowledge and information of
3 the party hereto are all the persons who have a claim in
4 the interest which would be affected by the said
5 declaration of rights, and no declaration shall
6 prejudice the rights to persons not parties to the
7 proceeding." *And we cite 15-53-80.*

8 We have documentation, we have swearing, that
9 my client gave his son \$35,000. We have written
10 documentation of \$32,500. There's a missing period
11 there. My understanding of declaration of a judgment is
12 to say: What's going on here?

13 Now, we maintain that there was an agreement
14 that my client was to get a place to live. That he was
15 going to pay so much a month. That his son was the one
16 involved and this was violated. Maybe we're wrong, but
17 if we're wrong the question is still in front of this
18 court because we've said in our complaint.

19 Okay, what's going on?

20 What happened to the money?

21 What is going on between these people?

22 Client maintains, well the Statue of Frauds.
23 There's some emails where it's obvious something is
24 going on between these people, son and father, in which
25 there's going to be a place my guy lives and pays some

1 rent.

2 And the response is, well, here are these
3 technicalities to show why we would prevail.

4 Okay. Then where's the money?

5 What was agreed to?

6 To say that there's evidence that there is a
7 discussion between these people of where he's gonna live
8 and what he's gonna pay and that he pays money, son to
9 father -- father to son and then to say, there's nothing
10 in writings.

11 Well, I beg your pardon. There is something
12 in writing. There are the emails. Within the limits of
13 what a declaratory judgment is, we have to bring in all
14 interested parties, the son is interested. He either
15 took the money or he took the money and didn't do what
16 he said or something happened. We have the right to
17 have this court declare that fact.

18 We maintain that what happened was, there was
19 an agreement that the property was bought. Some
20 property was bought. And that the parties went through
21 the contract until mamma decided:

22 It's in my name.

23 I'm going to sell to now and to heck with your
24 agreement. To heck with the money you've paid in it.

25 Of such is a declaratory judgement.

1 We've added to the thing -- if I may say:
2 We've posed our compliant as follows: We maintain there
3 was an equitable interest in the resulting trust.

4 Suppose we're wrong?

5 Okay. The matter is in declaratory judgment
6 before this court, we'll find out what's right then.
7 And if that's the case, we'll find out what happened to
8 the money. Where it went. And who's going to get it
9 now or what's going to happen to the property now.

10 Mr. Shawn Goorey is a necessary party to those
11 facts. I would add for what it's worth, Mr. Shawn
12 Goorey and his mother have decamped to Arizona. I would
13 opine that one reason, no offense to opposing counsel
14 for this motion, is to be sure that we will have the
15 greatest difficulty in getting him here as a witness.

16 My view. If I'm wrong, I'm wrong.

17 Your Honor, under the rules as I understand
18 them as declaratory judgement, we have the right to put
19 him in the case. We have the right to bring him in as a
20 party. We have a right to keep him in as a party.
21 That's where we're at.

22 THE COURT: And while I agree with you, you
23 have a right to bring him in as a party, we're here for
24 summary judgment and --

25 MR. FOSTER: -- Yes, sir --

1 THE COURT: -- the facts that I'm seeing are,
2 that there was some kind of communication, whether it's
3 a text message or an email. Where it is very obvious to
4 the Court that there's a different of the property. The
5 emails consist of text or messages about 13 acres versus
6 3 acres.

7 MR. FOSTER: If that is the case -- I don't
8 mean to interrupt the Court.

9 If that is the case, it still indicates the
10 basis of what we're claiming. That they dealt with each
11 other. That he was finding a place for his father. And
12 there was going to be an arrangement under which my guy
13 paid rent. The fact there's different property is a
14 detail.

15 THE COURT: But you've brought an action on
16 this property.

17 MR. FOSTER: Yes, sir, as we have too. It's
18 the one we ended up with. It's the one that resulted in
19 what my client's dealings with his son ended up with.

20 THE COURT: But you would agree though, that
21 the contract specifically has "Deborah" not "Shawn"?

22 MR. FOSTER: The agreement to buy the property
23 has "Deborah". We're going on the basis of our
24 agreement with Shawn, in which we paid money to him and
25 dealt with him to accomplish a certain end. After that

1 fact, my client moved into the property and lived there
2 for several years before the mother, Deborah, decided to
3 throw him out.

4 Now, that is enough, in my opinion, your
5 Honor, to establish the existence of an agreement, a
6 reliance, and a matter to go forward with.

7 THE COURT: The facts as I am seeing them that
8 don't seem to be disputed is that, there may have been
9 some talk between Shawn and his father concerning the
10 purchasing of property. That there was a joint account
11 of Shawn and his father that money was transferred out
12 of into Shawn's name. Is that correct?

13 MR. FOSTER: Yes, sir. And that is enough to
14 establish the basis of what we're claiming. It's enough
15 to show that the son had an interest in this business,
16 in this whole situation. The father relied upon him.
17 The son did something other than what he was told he was
18 going to do. The money is now gone. Who knows where?

19 THE COURT: Have you filed a -- is there any
20 part in your complaint explaining --

21 MR. FOSTER: I'm sorry?

22 THE COURT: I said, is there anything in your
23 complaint explaining any kind of, or claiming any kind
24 of unjust enrichment?

25 MR. FOSTER: We're claiming, your Honor, that

1 we have an equitable right in the property. If in all
2 the alternative this court finds on the basis of
3 evidence as presented at trial, there is no evidence
4 here. The question's going to be:

5 Where is the money and who has the right to
6 it?

7 That is the flip side of the case.

8 THE COURT: But that's not what you've
9 complained?

10 MR. FOSTER: It's not what we've alleged, sir,
11 to be the case. What we've alleged is an equitable
12 right. We've asked the Court for declaratory judgement.

13 What are the rights?

14 What is situation between these parties?

15 If we're wrong, there are still facts out
16 there that have to be to determined.

17 THE COURT: But would you admit that Shawn
18 Goorey does not have an ownership in this property?

19 MR. FOSTER: He has no ownership in the
20 property, but he is an interested party with regard to
21 the declaratory judgment and with regard to the elements
22 that happened.

23 THE COURT: Okay. Thank you, Mr. Foster.

24 Counsel, I'm gonna grant your motion. I find
25 that while he maybe "interested" as far as as witness,

1 for fact reasons, I don't believe he is proper in this
2 and I don't think we dispute that fact.

3 MR. NEAL: Thank you, your Honor.

4 MS. PORTER: Thank you, your Honor.

5 MR. FOSTER: Your Honor, just if I may add?

6 THE COURT: Yes.

7 MR. FOSTER: I believe you just ruled against
8 me.

9 THE COURT: I did, yes, sir.

10 MR. FOSTER: Thank you.

11 (Whereupon, the above-captioned case was
12 concluded.)

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C E R T I F I C A T E

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I, the undersigned Maria DiScioscia, Official Court Reporter for the Sixth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of the record of all the proceedings in the captioned case, in the Circuit Court for Chester, South Carolina, on the 16th day of June, 2023.

I do further certify that I am not related, either by blood or marriage, to any of the parties in this action; and that I am in no way interested in the outcome of this matter.



Maria DiScioscia
Official Court Reporter

CERTIFICATE OF COUNSEL

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

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Sep 20 2024

SC Court of Appeals

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Sep 20 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FAIRFIELD COUNTY
In The Circuit Court

Brian M. Gibbons, Circuit Court Judge

Appellate Case No. 2022-000987

ROBERT F. GOOREY,

Appellant,

v.

DEBORAH A. GOOREY and
SHAWN GOOREY,

of whom SHAWN GOOREY is the

Respondent.

CERTIFICATE OF SERVICE

The undersigned, counsel for Appellant in the civil appeal above, hereby certifies that, on the date written below, he served copies of the following pleadings or documents in the above-captioned and numbered civil action:

Record on Appeal; and
this Certificate of Service

by service to the opposing lawyer's primary e-mail address listed in the Attorney Information System (AIS), as authorized by Section 1(d) of the Order of the Supreme Court dealing with Electronic Filing and Service amended May 27, 2022.

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