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Dec 27 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas
R. Lawton McIntosh, Circuit Court Judge

Appellate Case No. 2024-001368

Casey Putnam and Arch Harrell.....Appellants,

v.

Jamie Marie McAdams, individually, and as (successor) Personal Representative of the Estate of Robin C. Winter, deceased, and as Personal Representative of the Estate of Scott F. McAdams, deceased; Dustin Winter TeBrugge; Greta Marie McAdams; and Tracy Christine McAdams,.....Respondents.

RECORD ON APPEAL

Daniel L. Draisen, SC Bar# 13536)
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Anderson, South Carolina 29621
(864) 888-8887
Attorney for Appellants

Scott F. Talley (SC Bar# 70364)
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Spartanburg, South Carolina 29302
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Attorney for Respondents

INDEX

Order Form 4CE, July 25, 2024	1
Order Form 4CE, August 6, 2024	5
Order on Respondents' Motion to Amend, August 16, 2024	8
Transcript of Non-Jury Trial, July 23, 2024	10
Amended Summons and Complaint (re: foreclosure), March 29, 2022	102
Statement of Creditor's Claim, June 6, 2022	109
Notice of Allowance/Disallowance of Claim, July 15, 2022	111
Summons and Petition for Allowance of Claim, August 8, 2022	115
Motion to Intervene (re: foreclosure), October 3, 2022	117
Notice of Final Hearing (re: foreclosure), October 14, 2022	130
Notice of Dismissal (re: foreclosure), November 14, 2022	133
Summons and Complaint with Lis Pendens, November 15, 2022	134
Rule to Vacate or Show Cause, November 17, 2022	160
Motion to Remove to Circuit Court, November 17, 2022	161
Answer and Counterclaim, December 1, 2022	164
Reply to Counterclaim, December 21, 2022	168
Motion to Reconsider, July 31, 2024	173
Motion to Alter/Amend, August 6, 2024	184
Standard Residential Lease Agreement, August 5, 2020	186
Text Messages	195
Letter, June 6, 2022	197
Amortization Calculations	199
Probate Estate Detail	205

Certificate of Appointment (Personal Representative)	214
Trust Account Statement	216
Property Record Detail from Anderson County ACPASS	217
Certificate of Appellants	218

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

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JUDGMENT IN A CIVIL CASE

Dec 27 2024

CASE NO. 2022CP0402359

Casey Putnam et al.
PLAINTIFF(S)

SC Court of Appeals

Jamie Marie Mcadams et al.
DEFENDANT(S)

Submitted by: R. Lawton McIntosh	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
----------------------------------	--

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. See Page 2 for additional information.
- 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:

ORDER INFORMATION

THIS MATTER IS BEFORE THE COURT ON PLAINTIFFS CONTENTION THAT THERE IS A VALID AND ENFORCEABLE LEASE OPTION TO PURCHASE THE PROPERTY IN QUESTION. THE PLAINTIFF CLAIMS THAT THE OPTION TO PURCHASE WAS FOR \$50,000 OR LESS. DEFENDANT ANSWERED AND COUNTERCLAIMED CONTENDING THAT PLAINTIFF WAS IN DEFAULT AND SEEKING DAMAGES FOR FAILURE TO PAY RENT AND FOR ATTORNEYS FEES. DEFENDANT DENIES THE ENFORCEABILITY OF THE OPTION TO PURCHASE, AND IF THE OPTION TO PURCHASE WAS ENFORCEABLE, THE PLAINTIFF IS IN DEFAULT.

PLAINTIFF ENTERED INTO THE AGREEMENT ON AUGUST 5TH, 2020. THE LEASE OPTION TO PURCHASE STATED: "OPTION TO PURCHASE, \$50,000 NEGOTIABLE". "NEGOTIABLE" IS NOT DEFINED IN THE LEASE. THEREFORE, THE COURT USES THE PLAIN AND ORDINARY MEANING OF THE WORD NEGOTIABLE. ACCORDING TO MERRIAM-WEBSTERS DICTIONARY, NEGOTIABLE IS DEFINED AS, "OPEN TO DISCUSSION OR DISPUTE". PLAINTIFFS ASSERTION THAT THE LANGUAGE OF THE LEASE OPTION TO PURCHASE MEANT THAT PLAINTIFF COULD PURCHASE THE PROPERTY FOR \$50,000 OR LESS IS NOT SUPPORTED BY THE EVIDENCE IN THE RECORD. THE \$50,000 NEGOTIABLE LANGUAGE IN THE LEASE OPTION CREATES A LACK OF A MEETING OF THE MINDS AS TO PLAINTIFFS RIGHT TO PURCHASE THE PROPERTY UNDER THE LEASE OPTION SINCE THE TERM IS AT BEST AMBIGUOUS. THEREFORE, THERE IS NO VALID AND ENFORCEABLE CONTRACT FOR PLAINTIFF TO PURCHASE THE PROPERTY.

HOWEVER, EVEN IF THE COURT ASSUMED THAT THERE WAS A MEETING OF THE MINDS, PLAINTIFF IS IN DEFAULT BASED ON HER FAILURE TO PAY RENT ON THREE SEPARATE OCCASSIONS. THE FIRST BEING FROM JULY OF 2021 TO DECEMBER OF 2021. ALTHOUGH PLAINTIFF DID NOT PAY FOR THIS TIME PERIOD, THE COURT AGREES THAT PLAINTIFF COULD NOT PAY RENT UNTIL A PERSONAL REPRESENTATIVE WAS APPOINTED. THE SECOND OCCASION PLAINTIFF FAILED TO PAY RENT WAS FROM APRIL OF 2022 TO DECEMBER OF 2022. THE THIRD OCCASION WAS FROM JANUARY OF 2023 TO JUNE OF 2023. FURTHER,

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Anderson Common Pleas

Case Caption: Casey Putnam , plaintiff, et al VS Jamie Marie Mcadams , defendant,
et al
Case Number: 2022CP0402359
Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2024-07-24 17:06:00 page 4 of 4

ELECTRONICALLY FILED - 2024 Jul 25 8:43 AM - ANDERSON - COMMON PLEAS - CASE#2022CP0402359

FORM 4

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

JUDGMENT IN A CIVIL CASE
 CASE NO. 2022 CP-04-02359

CASEY PUTNAM ET, AL.
 PLAINTIFF(S)

JAMIE MARIE MCADAMS ET, AL.
 DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

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. See Page 2 for additional information.
- 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:

ORDER INFORMATION

PLAINTIFF MOTION TO RECONSIDER IS DENIED WITHOUT THE NECESSITY OF A HEARING. NO FORMAL ORDER IS REQUESTED UNLESS REQUESTED BY COUNSEL. IF A FORMAL ORDER IS REQUESTED, DEFENSE COUSEL TO PREPARE.

This order ends does not end the case.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

2155

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Anderson Common Pleas

Case Caption: Casey Putnam , plaintiff, et al VS Jamie Marie Mcadams , defendant,
et al
Case Number: 2022CP0402359
Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

CASEY PUTNAM and ARCH HARRELL,

Plaintiffs,

-vs-

**JAMIE MARIE McADAMS, individually,
and as (successor) Personal Representative
of the ESTATE OF ROBIN C. WINTER,
deceased, and Personal Representative of
the ESTATE OF SCOTT F. McADAMS,
deceased; DUSTIN WINTER TeBRUGGE;
GRETA MARIE McADAMS; and TRACY
CHRISTINE McADAMS,**

Defendants.

ORDER

C/A No. 2022-CP-04-02359

This matter was before me on July 20, 2024, and Form 4 Order was filed on July 25, 2024. On August 4, 2024, Defendant, by and through her attorney Scott F. Talley, filed a Motion to Alter / Amend that Final Order filed July 25, 2024 in the following particulars:

1. Asking the Court to set forth the total amount of rent it finds to be due and owing per the July 25, 2024 Form 4 Order;
2. Requiring the immediate transfer of funds held by Plaintiff's counsel as rent payments in the amount of \$9400.00;
3. For the balance of the rent due and owing to be determined together with an attorney's fee/costs award;
4. For an order requiring the Plaintiff to pay rent while occupying the property and also vacate the property by a certain date.

WHEREFORE, based on the evidence in the record, including the documents and testimony of the parties as well as the findings of fact in the July 25, 2024, it is hereby ORDERED, ADJUDGED AND DECREED that:

1. The total amount of rent due and owing from April 2022 to present, pursuant to the July 25, 2024, Form 4 Order is \$23,200 (29 x \$800 months).
2. The Plaintiff, by and through her counsel, should transfer immediately the monies held in the amount of \$9400 to be applied to the total amount of rent due and owing. This money shall be transferred directly to Defendant's attorney within 10 days of the filing of this Order.
3. A judgment in the amount of \$24,260.79 (balance of rent in the amount of \$13,800 and \$10,460.79 in attorney's fees awarded) be entered by the Clerk of Court in Defendant's favor against the Plaintiff.
4. The Plaintiff is ordered to vacate the property on or before September 30, 2024 and shall continue to timely pay \$800 per month in rent directly to the Defendant for each month she occupies the property, including August 2024..

IT IS SO ORDERED.



Judge McIntosh

Date:

8-16-24
Anderson, SC

State of South Carolina
County of Anderson

Court of Common Pleas

Casey Putnam)
)
 Plaintiff,)
 v.)
 Jamie McAdams)
)
 Defendant.)

Transcript of Record
2022-CP-04-02359

July 23, 2034
Anderson, South Carolina

B E F O R E:

The Honorable R. Lawton McIntosh, Judge.

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

Daniel L. Draisen, Esquire
Attorney for the Plaintiff

Scott F. Talley, Esquire
Attorney for the Defendant

Lisa Scott
Circuit Court Reporter

I N D E X

<u>WITNESS</u>	<u>PAGE</u>
Casey Putnam	
Direct examination by Mr. Draisen.....	9
Cross-examination by Mr. Talley.....	36
Redirect examination Mr. Draisen.....	46
Recross-examination by Mr. Talley.....	52
Jamie McAdams	
Direct examination by Mr. Talley.....	55
Cross-examination by Mr. Draisen.....	63
Redirect examination by Mr. Talley.....	80
Recross-examination by Mr. Draisen.....	82

- - -

E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID.</u>	<u>EVD.</u>
1-10	Plaintiff - Notebook		X
1	Defense - Atty's Fee		X
2	Defense - RPC Tax Inquiry		X

- - -

P R O C E E D I N G S

- - -

1
2
3 THE COURT: Mr. Draisen, y'all come around.

4 (Parties approached.)

5 THE COURT: Y'all want to mark some exhibits?

6 (Joint Exhibit No. 1 was marked for
7 identification.)

8 THE COURT: Do you have any stipulations as far
9 as all of that?

10 MR. TALLEY: No, sir.

11 THE COURT: Do we need to sequester witnesses
12 at all?

13 MR. DRAISEN: I only have one.

14 MR. TALLEY: Just my client.

15 THE COURT: I was noticing people in the
16 gallery. I wasn't sure if it was your client.

17 All right. For the record, my court reporter
18 says we have exhibits 1 through 10, but you both
19 want to use them so she has them marked them Joint
20 Exhibit 1. Anybody have a problem with that?

21 MR. DRAISEN: I don't, Your Honor.

22 MR. TALLEY: No, sir.

23 THE COURT: All right. Y'all ready to go?

24 MR. DRAISEN: Yes, sir.

25 THE COURT: Do you want to give me an opening

1 statement? Or if you don't want to, call your
2 witness. Whatever you want to do.

3 MR. DRAISEN: Thank you, Judge. I'll just give
4 you a fairly brief one.

5 This case, Judge, involves the property at 109
6 Center Street in Williamston. The brief history is
7 that the property is titled in the name of Robin
8 Winters. She passed away, and her spouse, Scott
9 McAdams, inherited the property, along with her son.
10 She had four properties that were rental properties.
11 This is one of those four, and the only one that had
12 a mortgage on it.

13 THE COURT: Had what?

14 MR. DRAISEN: Only one that had a mortgage
15 issue.

16 My client rented the property at 109 Center
17 Street from Mr. McAdams in the initial lease
18 agreement. And then, subsequently, they had a
19 conversation about entering into a new lease
20 agreement with an option to purchase.

21 The seminal issue in this case probably is that
22 the language that's included in the option says
23 \$50,000 negotiable. That's the term that's used in
24 the option for the price. And so that's really what
25 the issue in this case is, is what does that mean?

1 Is it an enforceable option?

2 My client has chosen to exercise the option.
3 She's asked that it be exercised so she could
4 purchase the property. The opposing side has
5 basically said that she's decided she didn't want to
6 sell after Mr. McAdams passed away. This is his
7 daughter. And she's decided that she didn't want to
8 sell. My client's been trying to get them to
9 exercise the option since 2022.

10 And that's basically the issues in the case.
11 So we're asking the Court to look at the lease
12 agreement with the option to purchase, decide
13 whether or not it's an enforceable agreement, and
14 whether or not my client has the option to purchase
15 for the \$50,000. Incidentally, I mean ---

16 THE COURT: So your contention is the \$50,000
17 is the total purchase price?

18 MR. DRAISEN: Yes, sir. And it's -- and our --
19 our position is the \$50,000 is the maximum and that
20 we're not seeking to negotiate. It's \$50,000
21 negotiable. Our position is that that negotiable
22 would be down depending on how long it took to
23 exercise the option. If the lease is paid for two
24 years before an option is exercised, let's say, then
25 the issue would be, well, would he have accepted

1 less money, not more than \$50,000? And then my
2 client (inaudible) pay, and so she's not seeking to
3 negotiate. She's willing to pay 50. She was
4 willing to pay 50 the day she noticed them because
5 she wanted to exercise the option. So she's offered
6 the full amount, not seeking to negotiate any price.

7 THE COURT: All right.

8 MR. DRAISEN: And that's all, Judge.

9 THE COURT: Mr. Talley.

10 MR. TALLEY: Your Honor, thank you. May it
11 please the Court?

12 I'm proud to represent Ms. Jamie McAdams, who,
13 as Mr. Draisen indicated, is the personal
14 representative, not only for the Winters' estate,
15 but also her father, Scott McAdams' estate.

16 A lot of what Mr. Draisen said is not in
17 dispute. What we believe the issue in the case is,
18 it's twofold. Number one, the fact that the option
19 says \$50,000 negotiable means there was never a
20 meeting of the minds as to what the purchase price
21 was at that time or was going to be. This property
22 was initially purchased by Ms. Winters in 2002 for
23 \$47,400. So in 2022, would he have sold it for
24 \$50,000? We don't know. He passed away. We --
25 that's the first issue.

1 The second issue, Your Honor, is this and I
2 don't think it's going to be disputed. Although,
3 we'll get into the issue as we move forward. The
4 term of the lease is August 2020 through August 1,
5 2022. That's obviously two years ago.

6 At one point as the estates were -- were being
7 flushed out and my client was trying to be
8 appointed, the property went into foreclosure. My
9 client cured that. Paid the deficiencies at the
10 bank. Paid the mortgage off at that time. The
11 foreclosure never went forward, never impacted the
12 plaintiff at all.

13 At that time the plaintiff quit making the
14 monthly payments. In both the first lease and the
15 second lease, the payments were \$800 a month; \$50
16 late fee if paid after the fifth. In neither
17 document did that amount get applied to the purchase
18 price, whatever the purchase price may have been, so
19 straight lease.

20 Our counterclaim is she has defaulted on that
21 lease. She paid a lump sum amount to my client in
22 late 2021 after she was appointed. She then made a
23 few more ---

24 THE COURT: What was the amount she paid?

25 MR. TALLEY: She paid \$3900 in December of

1 2021. There's evidence we'll get into ---

2 THE COURT: Sure.

3 MR. TALLEY: --- as far as what some deductions
4 my client agreed to based on some repairs and things
5 like that that were done to the house.

6 In the beginning of 2022, she made four
7 payments of \$800 to my client. Then the foreclosure
8 issue came up. She has not, since April of 2022,
9 made any payments to my client.

10 Now, what she did do on two occasions is pay
11 some money into Mr. Draisen's trust account, and
12 he's provided those records in discovery and I'm
13 sure you'll see those today.

14 But our issue is this: The term of that lease
15 ended in August of 2022. It's now almost August of
16 2024. And for over two years, my client has
17 received no rent money. Not one dime since April of
18 2022. So regardless of what \$50,000 negotiable
19 means, and nobody here really knows, she's in
20 default and has been, and that's our counterclaim.

21 THE COURT: All right. Thank you. Call your
22 first witness.

23 MR. DRAISEN: Thank you, Your Honor. At this
24 time I would call Casey Putnam.

25 THE CLERK: Would you please come forward and

1 raise your right hand.

2 THE WITNESS: (Approaching.)

3 THE CLERK: Do you swear or affirm the
4 testimony you're about to give will be the truth, the
5 whole truth, and nothing but the truth?

6 THE WITNESS: Yes, ma'am.

7 THE CLERK: Thank you. Please come around and
8 take a seat there at the witness stand.

9 THE WITNESS: (Complying.)

10 MR. DRAISEN: May it please the Court?

11 THE COURT: Yes, sir.

12 CASEY PUTNAM,

13 having been produced and first duly sworn as a
14 witness on behalf of the Plaintiff, then testified
15 as follows:

16 DIRECT EXAMINATION

17 BY MR. DRAISEN:

18 Q. Ms. Putnam, would you state your name for the
19 record, please?

20 A. Casey Putnam.

21 THE COURT: Would you pull that microphone a
22 little bit closer, please?

23 THE WITNESS: (Complying.)

24 MR. DRAISEN: And I'm just going to remind you.
25 You need to speak up a little louder. The court

1 reporter is taking down everything, and you need to
2 make sure the judge can hear you. Okay?

3 THE WITNESS: Okay.

4 MR. DRAISEN: All right. So speak like you're
5 speaking to me out here. Okay?

6 THE WITNESS: Okay.

7 BY MR. DRAISEN:

8 Q. All right. Would you state your name again for
9 the record, please?

10 A. Casey Putnam.

11 Q. Okay. And where do you live?

12 A. 109 Center Street in Williamston.

13 Q. Okay. How long have you lived there?

14 A. Since 2019.

15 Q. Okay. All right. And do you know who owns 109
16 Center Street presently?

17 A. Presently, I assumed it would be Jamie.

18 Q. You think it's Jamie? Do you know whether or
19 not it's still in the name of Robin Winters or you
20 don't know?

21 A. I don't know.

22 Q. Okay. And let me ask you this: What is your
23 status? Are you -- you've been there since 2019; is
24 that right?

25 A. Yes.

1 Q. How did you first come to be there?

2 A. A lady that I work with lived across the road,
3 and he had a "for rent" sign on it. We exchanged
4 information. I called him and signed a rental
5 agreement. We moved in in August of 2019.

6 Q. Okay. I'm going show you what is Exhibit 1 and
7 ask you to take a look at that. Tell me if you
8 recognize it.

9 A. I do.

10 Q. Can you tell the Court what Exhibit 1 is,
11 please?

12 A. This is the original rental agreement.

13 Q. Okay. And what term is it for? From when to
14 when?

15 A. From August of 2019 to August of 2020.

16 Q. Okay. And what's the monthly rent?

17 A. Eight hundred.

18 Q. Okay. And what -- what's the address it's for?

19 A. 109 Center Street in Williamston.

20 Q. Okay. And who did you rent -- who did you rent
21 it from? Who's the lessor?

22 A. Scott McAdams.

23 Q. Okay. Who's Mr. McAdams?

24 A. He was the person that I thought owned the home
25 at the time.

1 Q. Okay. All right. But, obviously, the person
2 that was representing he had the authority to rent
3 the property?

4 A. Correct.

5 Q. All right. Now, pursuant to that lease, did
6 you rent the property for that period of time?

7 A. I did.

8 Q. Okay. At the end of that lease term, what
9 happened?

10 A. We entered into a new agreement with the option
11 to purchase after conversations were had.

12 MR. DRAISEN: Okay. Judge, I think Exhibit 1
13 has already been admitted by stipulation.

14 THE COURT: They've all been -- 1 through 10
15 have been admitted by stipulation is my
16 understanding; is that correct?

17 MR. TALLEY: Correct.

18 BY MR. DRAISEN:

19 Q. Hand you what's Exhibit 2. Okay. And I'm
20 going to ask you to look at Exhibit 2 and tell me if
21 you recognize it.

22 A. I do.

23 Q. Okay. And what is Exhibit 2, please?

24 A. This is the lease to purchase agreement that I
25 signed with Scott.

1 Q. Okay.

2 A. Mr. McAdams. Sorry.

3 Q. Now, without -- I don't want you to say what he
4 said because he's deceased, but what is your
5 understanding of the agreement that you had? Your
6 understanding of the agreement?

7 A. So this agreement was drafted for me to
8 purchase the house at the price we had spoken about
9 previously. Contingent with him being able to get
10 everything straight with the mortgage and probate.

11 Q. Okay. Let me kind of break that down a little
12 bit. It's a lease agreement?

13 A. Correct.

14 Q. Did you write it?

15 A. No.

16 Q. Okay. Was that provided to you by Mr. McAdams?

17 A. Yes.

18 Q. And you didn't type it?

19 A. No.

20 Q. You don't know who typed it?

21 A. No.

22 Q. Okay. But it was provided to you for your
23 signature?

24 A. Yes.

25 Q. And that's your signature that appears on it?

1 A. Yes.

2 Q. Okay. All right. And at the time that you
3 were provided that, did you have anything to do with
4 the typed wording or language that was in there
5 regarding the option?

6 A. No.

7 Q. Did you specify that term that says \$50,000
8 negotiable?

9 A. I did not specify that.

10 Q. What did the \$50,000 negotiable term mean to
11 you?

12 A. When we first spoke about it, he was willing
13 to ---

14 MR. TALLEY: Your Honor, object.

15 MR. DRAISEN: You can't say what ---

16 THE COURT: I sustain the objection based on
17 the statute.

18 BY MR. DRAISEN:

19 Q. You can't say what he said. It's your
20 understanding. You have to testify about what you
21 understood. Okay.

22 A. So my understanding, he wanted me to purchase
23 the property.

24 MR. TALLEY: Your Honor, I would object. She
25 can't testify as to what he wanted.

1 THE COURT: You can say what you understood it
2 to be, but you cannot say any conversation you had
3 with ---

4 THE WITNESS: Yes, sir.

5 THE COURT: --- the deceased. Okay.

6 BY MR. DRAISEN:

7 Q. Don't use the word "he." It means you can't
8 say anything he said. Okay. So it's what you
9 understood.

10 A. So it was my understanding that if I could pay
11 50,000 right then, that the house would be mine.

12 Q. All right. So it was your understanding at the
13 time that you had the ability to purchase for 50,000
14 immediately?

15 A. Correct.

16 Q. Okay. And did you want to do that?

17 A. I did.

18 Q. Okay. And why didn't you do that or why
19 couldn't you do that?

20 A. Because none of the mortgage information could
21 be provided to me at the time.

22 Q. Now, let's back up and make sure the Court
23 understands that. The property was originally in
24 the name of Ms. Winters, Robin Winters?

25 A. Correct.

Dec 27 2024

SC Court of Appeals

17

1 Q. And there was a mortgage on the property.

2 You're aware of that, right?

3 A. Correct.

4 Q. And the mortgage was in Ms. Winters' name?

5 A. Correct.

6 Q. And at the time that this lease was signed, had

7 Mr. McAdams -- did he have access to the bank

8 information?

9 A. No.

10 Q. Okay. Could you get a payoff?

11 A. No.

12 Q. And was that an issue that -- that was

13 important to you for paying him the money?

14 A. Very much.

15 Q. Okay. Why? What -- if you were going to pay

16 \$50,000, what did you expect to get in return?

17 A. The deed to the home.

18 Q. Okay. Clear of any liens and mortgages?

19 A. Yes.

20 Q. Is that right?

21 A. That's correct.

22 Q. Okay. All right. And at the time this lease

23 was signed, there was not the availability to get

24 the payoff amount at that time?

25 A. Correct.

1 Q. Okay. And so if you paid him \$50,000 and did
2 it that day, would've been subject to some unknown
3 lien amount?

4 A. Correct.

5 Q. Okay. All right. So you sign this agreement
6 and you rented the property?

7 A. Correct.

8 Q. Okay. And you continued to rent the property?
9 You been renting it?

10 A. Correct.

11 Q. Were you paying the monthly payments?

12 A. Yes.

13 Q. Then what happened to Mr. McAdams?

14 A. He passed away.

15 Q. Okay. When he passed away, who were you
16 supposed to pay rent to?

17 A. I had no idea.

18 Q. Okay. So at -- at the time of his death, you
19 had no idea who had the legal authority to accept
20 the rent?

21 A. Correct.

22 Q. Okay. And so what did you do?

23 A. I reached out for legal counsel and asked what
24 my options were, who I should pay, and I was advised
25 to not pay anyone until someone was appointed

1 representative over his estate.

2 Q. Okay. And did that take several months?

3 A. It did.

4 Q. Okay. And who was ultimately appointed to your
5 knowledge?

6 A. Ms. McAdams.

7 Q. Okay. When she was appointed, what did you do?

8 A. I paid her the amount that was due.

9 Q. Okay. And that's the \$3900 we talked about,
10 which is the amount less some repairs?

11 A. Correct.

12 Q. Okay. All right. And that would've brought
13 you current as of that time?

14 A. Correct.

15 Q. All right. So at that point, you were current.
16 Now, at some point did you start discussing or
17 telling Ms. McAdams after she was appointed that you
18 wanted to exercise your option to purchase the
19 property?

20 A. I did.

21 Q. How soon?

22 A. Pretty much immediately.

23 Q. Okay. All right. So I want to show you --
24 this is going to be one of the pages of Exhibit 3.
25 We're going to use all three of them eventually. So

1 I'm going to hand you the pages in Exhibit 3, and
2 I'm going to ask you if you would take a look at
3 those. Do you recognize the first page?

4 A. I do.

5 Q. What is it?

6 A. Text messages between me and Ms. McAdams.

7 Q. Okay. And what was the purpose of the text
8 message?

9 A. The purpose was touching base about where she
10 was with getting the -- everything finalized in
11 probate so I could purchase the home.

12 Q. Okay. And -- and that text message, had you
13 had a discussion about when she might be able to
14 sell it to you?

15 A. It does.

16 Q. Okay. And what does the -- what was your
17 understanding of what was going on at that time?

18 A. Well, with this text message, my understanding
19 was what she said that her brother was working on
20 the legal end of things, and they would work out a
21 purchase transaction with me once I was done.

22 Q. Okay. And do you know -- that was in early
23 22 -- 2022? Do you know?

24 A. I don't remember.

25 Q. If you'll look at the next page, there's

1 another -- what's the next page in there?

2 A. This is other messages between me and
3 Ms. McAdams.

4 Q. Okay. And those have some dates on them?

5 A. It does.

6 Q. What ---

7 A. Those are -- the date on this one is October of
8 '21.

9 Q. Okay. So that even predates this?

10 A. Correct.

11 Q. Is that right?

12 A. Correct.

13 Q. Okay. And what are the discussions about at
14 that time in October of '21?

15 A. So this was me letting her know that I sent an
16 attorney my copies of the lease agreement or my
17 copy, and that there was an option for me to
18 purchase the house for \$50,000. I wasn't sure -- I
19 wasn't sure how that would proceed with Scott's
20 passing, but my attorney advised me that it was
21 still applicable.

22 She let me know that there had been no
23 decisions made yet. And once her brother and her
24 sat with their lawyer, she would know more. And she
25 said that she was going to call her lawyer's office,

1 and I said, "How much longer do you think it would
2 take?" And then we spoke about some of the general
3 things, you know, issues going on in the home as far
4 as repairs.

5 Q. Okay. So is it fair to say that as early as
6 October of 2021, you were having discussions with
7 Ms. McAdams, the defendant in the case, about the
8 option and your ability to purchase the property?

9 A. Right.

10 Q. Did you let her know you wanted to exercise the
11 option to purchase the property?

12 A. Yes.

13 Q. As early as October of 2021?

14 A. Yes.

15 Q. Okay. And then if you look at the last page --
16 let me do this. Do you know when Ms. McAdams was
17 appointed as personal representative for
18 Mr. McAdams' estate?

19 A. I believe it was November.

20 Q. Of 2021?

21 A. Correct.

22 Q. Is that right?

23 A. Yes.

24 Q. And I'll show you -- I'll show you the two
25 appointments. I think you may have them. This is

1 part of Exhibit 6. Ask if you recognize those.

2 A. Yes.

3 Q. Okay. If you'll look, there's two certificates
4 there. One of them is for Robin Winters' estate and
5 one is for Scott McAdams' estate.

6 A. Yes.

7 Q. Do you see the dates in which she was appointed
8 as executive for Mr. McAdams' estate?

9 A. McAdams' is October of '21.

10 Q. So at the same time as that message you just
11 read?

12 A. Correct.

13 Q. Okay. And then one is Ms. -- excuse me -- when
14 was she appointed for Ms. Winters' estate?

15 A. November of '21.

16 Q. Okay. So a month apart, October, November of
17 '21?

18 A. Yes.

19 Q. Okay. Now, you said that's when you began
20 communicating about wanting to purchasing the
21 property?

22 A. Correct.

23 Q. At that point in time, in October, November of
24 2021, were you current on the rent?

25 A. Yes.

1 Q. Okay. No issues with the rent at that time; is
2 that right?

3 A. (No response.)

4 Q. You paid that ---

5 A. I'm thinking. Sorry. I paid her a lump sum
6 then. Yes.

7 Q. And so when you paid that up after she was
8 appointed in October ---

9 A. Yes.

10 Q. --- you paid her a lump sum of the \$3900, which
11 caught up the rent once she had authority to collect
12 the rent?

13 A. Correct.

14 Q. And as of that time, you were current?

15 A. Correct.

16 Q. All right. And at that point in time, there's
17 another exhibit there. At some point in time, did
18 you actually put a written -- did you put her on a
19 written notice that you wanted to exercise the
20 option?

21 A. I did.

22 Q. All right. Is that the last page of that
23 exhibit?

24 A. It is.

25 Q. All right. And what was the purpose of you

1 writing that?

2 A. I wanted to put it in writing so that we -- I
3 could use it to show that I was trying to exercise
4 my right to purchase.

5 Q. And what date is that?

6 A. That is June 6th of '22.

7 Q. Okay. Now, prior to June 6th of '22 -- show
8 you Exhibit 10. Did somebody come to your door and
9 hand you papers?

10 A. They tried.

11 Q. Okay. Did you ultimately get the papers?

12 A. I did not take them.

13 Q. Okay. Did you find out what they were?

14 A. I did.

15 Q. What were they?

16 A. Foreclosure documents.

17 Q. Okay. Handing you Exhibit 10. Do you
18 recognize those?

19 A. I do.

20 Q. Okay. Look on the left side of that. There's
21 a line down the side. Do you see what date it was
22 filed?

23 A. March 2nd of '22.

24 Q. Okay. So as of March 2nd of '22, after you had
25 let Ms. McAdams know that you wanted to purchase the

1 property, had several discussions about it and
2 messages in there, you realized at some point that
3 the property was in foreclosure; is that right?

4 A. That's correct.

5 Q. What did you do?

6 A. I reached out to an attorney again, asked what
7 my options were, what I should do. Was advised ---

8 Q. Hold on. I just want to cover this to make
9 sure. What was your understanding of what you were
10 to do at that point?

11 A. I didn't have any understanding of what to do
12 honestly.

13 Q. Well, about payments. About continuing to make
14 payments or about whether or not you would still be
15 able to exercise your option. What was your
16 understanding?

17 A. With it being in foreclosure, I didn't think I
18 had any -- any option at that point because she let
19 go of the foreclosure.

20 Q. Well, if it had gone through foreclosure, what
21 would've happened?

22 A. I would've had to move.

23 Q. Okay. Would you have been able to buy the
24 house?

25 A. No.

1 Q. Okay. And so they wouldn't have been able to
2 honor the purchase option, is that right, if it was
3 lost to foreclosure?

4 A. That's correct.

5 Q. All right. And that's your understanding?

6 A. Yes.

7 Q. All right. And so after that foreclosure was
8 served, is there a point in time in which you
9 stopped making the payments?

10 A. Yes.

11 Q. Okay. And why'd you do that?

12 A. Because it was in foreclosure and that was a
13 breach of the agreement.

14 Q. Okay. And at that point in time, had you --
15 did you have any discussions with Ms. McAdams about
16 what's going to happen with the foreclosure?

17 A. I did.

18 Q. What was she able to tell you?

19 A. Just that it was in foreclosure. She was
20 working on it the best she could, and she was going
21 to try to get it out. That's all I knew.

22 Q. Did you tell her that until she got it
23 resolved, you weren't going to make payments?

24 A. I did.

25 Q. Did you tell her that you still wanted to buy

1 the property?

2 A. I did.

3 Q. Okay. And so she was aware the whole time that
4 you wanted to exercise the option to purchase?

5 A. Correct.

6 Q. Okay. All right. Now, I'm going to hand you
7 what is Exhibit 9. Ask you if you recognize that.

8 A. I do.

9 Q. Okay. What's Exhibit 9?

10 A. This is the money that -- or the transaction
11 detail of the escrow account that you have that I
12 deposited money in.

13 Q. Okay. When you stopped making payments because
14 of the foreclosure, what did you do with regard to
15 the monthly payments that you would be making?

16 A. I put them in savings.

17 Q. Okay. And then at some point in time, did you
18 put those in a trust account at my office?

19 A. I did.

20 Q. Okay. All right. What's the total amount of
21 money that you put into the trust account?

22 A. \$9,400.

23 Q. Okay. Is that money still in my trust today?

24 A. It is.

25 Q. Okay. All right. And that was the money that

1 you paid in during the disputed period of time while
2 it was in foreclosure; is that right?

3 A. Correct.

4 Q. Okay. Now, you haven't put any money in
5 lately, have you?

6 A. I have not.

7 Q. Why?

8 A. Well, when I asked to exercise my right to
9 purchase, then I was no longer renting.

10 Q. So let me make sure if I understand. So if you
11 had been allowed to purchase the property when you
12 asked to purchase the property as early as March of
13 2022, would you have continued to pay rent after the
14 purchase?

15 A. No.

16 Q. You would make a mortgage payment; is that
17 right?

18 A. Correct.

19 Q. To a bank?

20 A. Correct.

21 Q. Wouldn't have been paying rent to Ms. McAdams?

22 A. Right.

23 Q. So would you have owed rent as claimed by the
24 defendants in this case after the date that you
25 sought to exercise the option?

1 A. No.

2 Q. Had you closed?

3 A. Had I closed, I wouldn't have owed anything.

4 Q. Okay. So you believe that it's fair to ask
5 that you have to pay rent from '22 to '24 in a
6 period of time in which you've been demanding the
7 whole time to exercise your option to purchase?

8 A. No. It's not fair.

9 Q. Okay. All right. Now, let me be clear. Up to
10 the time that Scott McAdams passed away, you were
11 current on your rent?

12 A. I was.

13 Q. After Ms. McAdams was appointed and somebody
14 officially collect -- could collect rent, you paid
15 up the rent?

16 A. Correct.

17 Q. Okay. To somebody who could collect it
18 legally?

19 A. Correct.

20 Q. And did you pay, at that point in time, to the
21 foreclosure? Until it was in foreclosure, you paid
22 rent?

23 A. I did.

24 Q. Okay. And then when you learned it was in
25 foreclosure and that you might not be able to get

1 the house if it's lost to foreclosure, that's when
2 there was an issue of stopping rent, as well?

3 A. Correct.

4 Q. Okay. And then you paid \$9400 into escrow
5 during that period of time?

6 A. Correct.

7 Q. Continuing to ask that you be allowed to
8 purchase the property?

9 A. Correct.

10 Q. Okay. All right. Were you allowed to
11 purchase ---

12 THE COURT: What period of time -- what period
13 of time was this \$9400 purchase in?

14 MR. DRAISEN: It is from -- well, the period of
15 time would be from -- I think it was -- I'd have to
16 do the math. It think it was five -- seven months.
17 It's from -- it looks like it's from about March of
18 2022 to November of '22 because the first deposit
19 that was made was \$5400, Judge, on 11/17/22.

20 THE COURT: Okay.

21 MR. DRAISEN: Which would be -- which would be
22 -- at \$800 a month would be that whole period of
23 time. Then a second deposit was made after
24 deposition on 6/14/23 of another \$4,000.

25 THE COURT: Okay.

1 MR. DRAISEN: So that would bring it -- there
2 would be enough money at that point in time to cover
3 each month.

4 BY MR. DRAISEN:

5 Q. All right. Now, let me ask you this question,
6 Ms. Putnam. How did you plan to purchase the
7 property if you exercised the option?

8 A. I would have had to get financing.

9 Q. Okay. All right. Through a bank?

10 A. Yes.

11 Q. Okay. And did you -- at the time in 2022, did
12 you ask and look and see what the mortgage rates
13 were at the time?

14 A. Yes.

15 Q. Okay. All right. I'm going show you what
16 is -- I believe this is Exhibit 5 -- 4 -- Exhibit 4.
17 I'm going to ask if you recognize Exhibit 4.

18 A. I do.

19 Q. All right. What is it?

20 A. This is an amortization calculator, and it has
21 the interest rate for the loan amount that I
22 would've had to procure in July.

23 Q. Okay. All right. Now, do you know what
24 about -- what rates were about that time?

25 A. 3.5 percent.

1 Q. Okay. And that's an amortization calculator
2 from Bank Rate, so that's a reputable mortgage
3 calculator company?

4 A. Correct.

5 Q. Okay. If you look at -- if you look at the
6 last page of this first one on the amortization
7 schedule, does it show you what the total interest
8 would be if you paid \$50,000 over 30 years at
9 three-and-a-half percent?

10 A. \$30,828.04.

11 Q. So if you had been allowed to purchase this
12 property in mid-2022 when you asked to exercise your
13 option at three-and-a-half percent, the interest you
14 would've paid over the life of the loan was \$30,000?

15 A. Correct.

16 Q. Okay. Now, did you run one at what the current
17 rates are?

18 A. Yes.

19 Q. Do you have that one?

20 A. Uh-huh.

21 Q. Okay. And you ran another table at what rate?

22 A. 7.5 percent.

23 Q. Is that the rate you understand that you'd be
24 shopping at at this point?

25 A. Correct.

1 Q. Okay. And if you financed \$50,000 for 30 years
2 at seven-and-a-half percent, do you see the total of
3 what your interest would be at the end of 30 years?

4 A. (No response.)

5 Q. Did I mix up the papers?

6 A. \$75,858.51.

7 Q. So based on that, the increased amount of
8 interest alone that you would pay if you were
9 allowed to exercise the option today and finance it
10 at seven and a half percent, it would cost you
11 45,000 more dollars; is that right?

12 A. Correct.

13 Q. In interest?

14 A. Correct.

15 Q. Almost doubling the price you would've paid ---

16 A. Correct.

17 Q. --- if, in fact, you'd been allowed to purchase
18 at the time you asked to purchase?

19 A. That is correct.

20 Q. Okay. And is that a damage that you're seeking
21 to recover in this case at this time?

22 A. Yes.

23 Q. Okay. Now, knowing that you were attempting to
24 purchase the property, I'm just going to hand you
25 what's been marked as Exhibit 5 and ask if you

1 recognize that.

2 A. Yes.

3 Q. What is it?

4 A. This is an eviction notice that I received from
5 Ms. McAdams.

6 Q. Okay. It's actually a rule to vacate filed
7 with the court; is it not?

8 A. Yes.

9 Q. Okay. So -- and what's the date of that?

10 A. This is November 17th of 2022.

11 Q. Okay. So in November of 2022, knowing that you
12 wanted to purchase the property, you were served
13 with eviction papers?

14 A. Correct.

15 Q. Okay. What happened to the eviction?

16 A. Went to the hearing and it was found in my
17 favor.

18 Q. So they did not put you out?

19 A. They did not.

20 Q. Okay. And did you -- what did you tell the
21 Court?

22 A. I showed the Court the lawsuit I had already
23 drafted -- or you had already drafted for me to
24 purchase the property.

25 Q. Okay. And on that basis ---

1 A. And also the agreement -- the lease agreement
2 that I had with Scott.

3 Q. Okay. All right. But having told Ms. McAdams
4 as early of October of 2021 that you wanted to
5 purchase the property, having written in June of
6 2022 that you wanted to purchase the property and
7 put that option in writing, "I want to purchase the
8 property," in November of 2022, she seeks to have
9 you evicted?

10 A. Correct.

11 Q. Is that right?

12 A. That's correct.

13 Q. All right. Did she say why?

14 A. No.

15 Q. Did you talk to her about it?

16 A. I didn't.

17 Q. At any point in time, did Ms. Adams -- McAdams
18 tell you that she decided that she wanted to keep
19 the property?

20 A. Yes.

21 Q. When was that?

22 A. That was through a text message. I don't
23 remember the date.

24 Q. Did you ask her why she thought she had the
25 right to keep the property if you had the option to

1 purchase?

2 A. She said it was her -- I don't remember the
3 words. Honestly, I don't. I don't remember the
4 exact words.

5 Q. That's okay. You don't have to remember the
6 exact words. What was the impression that you got?

7 A. She wanted to keep it as a rental property and
8 that was the only reason.

9 Q. And did she say she decided she -- she was not
10 going to sell it to you?

11 A. Correct.

12 MR. DRAISEN: All right. Just one minute.
13 Okay. I believe that's all the questions I have for
14 now. Answer any questions Mr. Talley has.

15 MR. TALLEY: May it please the Court?

16 THE COURT: Yes, sir.

17 CROSS-EXAMINATION

18 BY MR. TALLEY:

19 Q. Ms. Putnam, do you have a copy of the exhibits?

20 A. I have the exhibits here.

21 Q. Ms. Putnam, I've handed you now what is marked
22 as Exhibit 5, the rule to vacate you just testified
23 about. There's a second page to Exhibit 5, as well,
24 correct?

25 A. Yes.

1 Q. Is that an e-mail dated November 3, 2022, that
2 my client sent you?

3 A. Yes.

4 Q. Okay. And in that e-mail, she's claiming that
5 rent is due as of November 3rd for the months of
6 April 22, 2022 through November 2022. Had you made
7 any payments during that time?

8 A. Not to her.

9 Q. In fact ---

10 THE COURT: What was your response?

11 THE WITNESS: Not to her.

12 BY MR. TALLEY:

13 Q. And, in fact, as of the date of this e-mail,
14 you hadn't made those payments to anyone, had you?

15 A. April 22nd to November 22nd, I would have to
16 look and see when I put the money in escrow.

17 Q. Well, now, I promise I'm not trying to trick
18 you, but your Exhibit 9 indicates that on
19 November 17, 2022, you paid \$5,400 into your
20 attorney's trust account. Do you dispute that date?

21 A. I do not.

22 Q. Okay. So as of November 3rd, you were in
23 default, were you not?

24 A. No, I wasn't.

25 Q. Why not?

1 A. Because the house was in foreclosure.

2 Q. Okay. Did the foreclosure affect you at all?

3 A. Yes, it did.

4 Q. How?

5 A. It could've.

6 Q. Could have. Did it affect you at all?

7 A. It affected my right to purchase.

8 Q. Okay. Well, we'll come back to that, but it
9 didn't affect you, did it, because you're still
10 living in the house today?

11 A. I am.

12 Q. Now, this November 3, 2022, e-mail, states that
13 minus some repairs, as of November 2022, you owed
14 \$5,740. Do you dispute that?

15 A. No.

16 Q. But your Exhibit 9 indicates that even after
17 that, you only paid 5400. Why didn't you pay the
18 additional \$300?

19 A. Because it was going into a trust account and
20 the lawsuit had already started ---

21 Q. Okay.

22 A. --- if I'm not mistaken.

23 Q. And so because of that, you felt like you did
24 not owe the rent?

25 A. That is not true.

1 Q. Okay. Well, the e-mail claims you owe 5,740,
2 and you only paid 5400, correct?

3 A. Correct.

4 Q. Okay. So you short paid even then?

5 A. I didn't short pay. I just didn't put it all
6 in at that point.

7 Q. Even though that was to represent April 2022
8 through November 2022 payment, correct?

9 A. Correct.

10 Q. Okay. And that wasn't the first time you had
11 withheld rent, was it?

12 A. No.

13 Q. You did it in 2021 also, right?

14 A. I did not withhold it.

15 Q. Okay. Well, who did you pay it to in 2021?

16 A. I paid it to Ms. McAdams.

17 Q. When?

18 THE COURT: What was your response?

19 THE WITNESS: I paid it to Ms. McAdams.

20 BY MR. TALLEY:

21 Q. When did you pay that?

22 A. It was November or December. It was after she
23 was appointed. I believe I've already said that.

24 Q. Right. And that's in the text messages that
25 your attorney showed you, Exhibit 3. Do you have

1 that?

2 A. (No response.)

3 Q. If you'll look at the bottom text message on
4 the second page of Exhibit 3. It's dated
5 December the 7, 2021. And the last text from
6 Ms. McAdams in the gray color. Her question is:
7 "How do you want to settle up on rent?"

8 A. I don't see that.

9 MR. TALLEY: May I approach the witness, Your
10 Honor?

11 THE COURT: Yes, sir.

12 THE WITNESS: Okay. That was the text message
13 for it being, in deed, separate and that's when I
14 would've paid her the money.

15 BY MR. TALLEY:

16 Q. And prior to that \$3900 payment, when was the
17 last time you paid rent?

18 A. Before Scott passed away.

19 THE COURT: Mr. Talley, on this Exhibit 9,
20 where are you referring to as you said about -- what
21 about the -- I can't find what you're talking about.
22 Is that at the very top of the page?

23 MR. TALLEY: Your Honor, I'm sorry?

24 THE COURT: You were looking at Exhibit 5.

25 MR. TALLEY: The second page.

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42

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1 THE COURT: Three? I'm sorry. Three. Or is
2 it five?

3 MR. TALLEY: The text message is three. Second
4 page of Exhibit 3 at the bottom. There's about five
5 texts under date December 7, '21, at 11:27 a.m. And
6 my question was in regards to the last of those
7 texts when Ms. McAdams asked, "How do you want to
8 settle up on the rent?"

9 THE COURT: That's what I can't find on here
10 for some reason.

11 BY MR. TALLEY:

12 Q. All right. Ms. Putnam, at the time of that
13 December 7, 2021, text, I think I had asked you when
14 the last time you had paid rent was. And you said
15 before Mr. McAdams passed?

16 A. Correct.

17 Q. When did he pass?

18 A. July I believe.

19 Q. Okay. So in 2021, you didn't pay rent from
20 July '21 to December '21, correct?

21 A. Correct.

22 Q. And then when you paid it, you paid \$3900?

23 A. I paid the amount that me and Ms. McAdams
24 agreed on.

25 Q. Okay. Then in 2022, you didn't pay rent from

1 April until November, correct?

2 A. Correct.

3 Q. And then you short paid when you finally paid?

4 A. I didn't short pay.

5 Q. Okay. Now, on Exhibit 9, you made another
6 payment into your attorney's trust account on
7 June 14, 2023, for \$4,000; is that correct?

8 A. That is correct.

9 Q. What did that amount represent? What months?

10 A. I believe my -- I've already testified to that.
11 I don't know the month off the top of my head, what
12 days -- what that money itself represented.

13 Q. Okay. Well, let me see if I can -- can help.
14 We looked at your payment in November of 2022 of
15 \$5400, right?

16 A. Correct.

17 Q. So in June -- from December through June,
18 that's seven months, correct?

19 A. Correct.

20 Q. You would've owed \$5600?

21 A. Correct.

22 Q. You paid 4,000?

23 A. I did.

24 Q. Why?

25 A. This deposit was made after the deposition, I

1 believe, and I'm pretty sure that was the number
2 that we come up with.

3 Q. Who is "we"?

4 A. You, Mr. Draisen, and myself.

5 Q. Okay. Well, if we need to get your deposition,
6 we can. I deposed you June 1, 2023, correct?

7 A. I'm not sure.

8 Q. That's fine. The date doesn't matter. And I
9 asked you during your deposition why you hadn't paid
10 rent since November of 2022. Do you remember that?

11 A. I don't remember specifically.

12 Q. All right. And your testimony was, "I have the
13 money. I'll pay it into my attorney." And then you
14 did two weeks later, right?

15 A. Correct.

16 Q. But you only paid \$4,000, right?

17 A. Correct.

18 Q. Now, how much have you paid into your
19 attorney's trust account since June of 2023?

20 A. I haven't paid anything in it since June of
21 '23.

22 Q. Have you made any payments directly to my
23 client since June of 2023?

24 A. I have not.

25 Q. Okay. So as we stand here today, you've lived

1 in the house another 13 months rent free?

2 A. Sure.

3 Q. You -- you stated earlier about fairness. Do
4 you think that's fair?

5 A. None of this is fair.

6 Q. Okay. Is there any document between you and
7 Mr. McAdams or you and Ms. McAdams that says, "This
8 is the purchase price"?

9 A. There is a document between me and Mr. McAdams.

10 Q. You're referring to Exhibit 2, correct?

11 A. The lease agreement ---

12 Q. Where it says negotiable?

13 A. --- with option to purchase -- with option to
14 purchase.

15 Q. Where it say negotiable?

16 A. It does say negotiable.

17 Q. Did y'all ever negotiate after that?

18 A. He passed away before we could.

19 Q. Okay. Have you applied for financing to
20 purchase the home?

21 A. Can't apply for something for financing for my
22 home that was in probate and had judgments on it.

23 Q. Who told you that?

24 A. My bank.

25 Q. Okay. Well, it happens all the time, but

1 that -- that's fine. So today still as we sit here
2 two years after this lease expired, you haven't
3 applied for financing?

4 A. Why would I apply for financing when she has
5 denied me the right to purchase?

6 Q. Okay. So you really don't know what your
7 financing terms may or may not be, do you?

8 A. (Nonverbal response.)

9 Q. You're asking this Court to award you interest
10 on a seven-and-a-half percent mortgage calculation,
11 but you have no idea as we sit here what the terms
12 of your loan may or may not be; is that right?

13 A. I don't know what the terms would be.

14 Q. All right. As we sit here today, do you have
15 the last 13 months rent readily available?

16 A. I could get it.

17 Q. When?

18 A. I'd have to see. That's not something I could
19 just pop off the top of my head.

20 Q. Okay. So we may not get August payment either,
21 right? Two years after the lease expiration, no
22 money, right?

23 A. Right.

24 Q. You understand that the lease, Exhibit 2, says
25 "failure to pay rent when due is a default." Do you

1 understand that?

2 A. The lease agreement with me and Mr. McAdams.

3 Yes.

4 Q. Okay. And that's the only one we got, right?

5 A. Correct.

6 MR. TALLEY: That's all the questions I have
7 right now, Your Honor.

8 THE COURT: Redirect?

9 MR. DRAISEN: Yes, sir. Just briefly.

10 REDIRECT EXAMINATION

11 BY MR. DRAISEN:

12 Q. Ms. Putnam, let's just be real clear. Did you
13 cause Scott McAdams' death?

14 A. I did not.

15 Q. Okay. Were you -- when -- once he died, was --
16 was it possible for you to perform and pay rent to
17 him?

18 A. No.

19 Q. Had they -- had they authorized or told you
20 anybody else who had the legal authority to pay rent
21 to him at that time?

22 A. No.

23 Q. So it was impossible for you to perform and pay
24 the rent after he died until someone was appointed
25 and had the legal authority to collect rent; is that

1 right?

2 A. Right.

3 Q. It isn't that you refused to pay rent during
4 that period of time?

5 A. Correct.

6 Q. You wanted to pay the rent?

7 A. Correct.

8 Q. You would've paid the rent if somebody had the
9 authority to collect it?

10 A. Correct.

11 Q. And as soon as somebody had the authority to
12 collect it as of December, what did you do?

13 A. I paid it.

14 Q. Okay. And that was the \$3900 that you and
15 Ms. McAdams agreed on would bring you current to
16 that point in time; is that right?

17 A. Correct.

18 Q. Do you feel like you breached the lease
19 agreement at that point in time?

20 A. No.

21 Q. Because you couldn't pay?

22 A. Correct.

23 Q. Impossibility of performance; is that right?

24 A. Correct.

25 Q. All right. Let's go to the second event. Did

1 you cause the property to go into foreclosure?

2 A. I did not.

3 Q. Okay. At the time in March of 2022 when that
4 lawsuit was filed, had Ms. McAdams been appointed
5 the executor of the estate?

6 A. Yes.

7 Q. Okay. Did she tell you why she wasn't paying
8 the mortgage payment?

9 A. No.

10 Q. Are you aware that Mr. McAdams had other rental
11 properties?

12 A. Yes.

13 Q. Do you know whether or not they were collecting
14 rent on the other rental properties?

15 A. She told me she was.

16 Q. Okay. And still didn't pay the mortgage
17 payment on the property that -- that you -- that you
18 were trying to purchase; is that right?

19 A. Correct.

20 Q. As of March of 2022, I believe you testified
21 that you had already made it clear to her that you
22 wanted to exercise the option to purchase; is that
23 right?

24 A. That's correct.

25 Q. And what would you have done if she said, okay,

1 let's do that?

2 A. I would've set things in motion to purchase the
3 property.

4 Q. Okay. And if you had purchased the property,
5 let's just say mid-2022, would you have owed any
6 more rent after the closing?

7 A. No.

8 Q. So all that questions that Mr. Talley asked you
9 about rent continuing to accrue, the reason that
10 that's going on is because they failed to close with
11 you on the option; is that right?

12 A. Correct.

13 Q. So you'd been making mortgage payments?

14 A. Correct.

15 Q. But you wouldn't have been paying rent?

16 A. That's correct.

17 Q. All right. And the amount of money that you
18 put into escrow at my office actually covered a
19 period well beyond when you felt like you wouldn't
20 have owed any more rent?

21 A. Correct.

22 Q. Is that right?

23 A. That is correct.

24 Q. Why'd you put it in there?

25 A. So I would've had money in there to pay -- to

1 buy the property, show good faith that I was
2 intending to purchase the property.

3 Q. And so that \$9400, it could go as a down
4 payment at this point?

5 A. Correct.

6 Q. Towards purchasing the property?

7 A. Correct.

8 Q. Is that what you would do with it now?

9 A. Correct.

10 Q. All right. Now, during the period of time
11 from, let's just say mid-2022 to now, has
12 Ms. McAdams made repairs to the property?

13 A. No.

14 Q. Okay. So in the lease agreement, if the --
15 had -- had Scott made repairs to the property while
16 you were renting it before?

17 A. Some.

18 Q. Okay. And do you believe it was the landlord's
19 obligation to make repairs during the lease term?

20 A. Yes.

21 Q. Okay. And -- but since 2022, mid-2022,
22 Ms. McAdams hasn't made any repairs to the house?

23 A. Correct.

24 Q. Have you had issues that needed repair?

25 A. Yes.

1 Q. Do you have issues right now that need repair?

2 A. Yes.

3 Q. And have they been addressed by the landlord?

4 A. No.

5 Q. Okay. At all?

6 A. No.

7 Q. Okay. All right. So has the landlord done
8 anything -- in the last year and a half they're
9 saying you didn't pay rent, have they done anything
10 to help maintain the property?

11 A. No.

12 Q. So have they lived up to their end of bargain
13 if there's still a lease agreement in place?

14 A. No, sir.

15 Q. Okay. So pretty much as I understand it,
16 they've done nothing. They say you've done nothing.
17 Things have just kind of sat status quo for the last
18 year and a half while we've been in litigation; is
19 that about fair?

20 A. That's fair.

21 MR. DRAISEN: That's all I have.

22 THE COURT: Thank you, ma'am. You may step
23 down.

24 MR. TALLEY: Your Honor?

25 THE COURT: Do you have a question?

1 MR. TALLEY: May I?

2 THE COURT: Yes, sir.

3 MR. TALLEY: I'll do my best to be very brief.

4 THE COURT: Sure.

5 RE-CROSS-EXAMINATION

6 BY MR. TALLEY:

7 Q. Ms. Putnam, do you still have the e-mail dated
8 November 3, 2022, Exhibit 5?

9 A. That e-mail?

10 Q. Yes, ma'am.

11 A. Yes.

12 Q. Okay. Your attorney was just asking you about
13 repairs. Does this e-mail from my client not speak
14 to certain things in a deduction from rent she
15 agreed at that time for repairs?

16 A. For -- for repairs that I paid for.

17 Q. Right. And so she deducted that from the rent
18 owed, correct?

19 A. In this e-mail. Yes.

20 Q. All right. And then she also says if there
21 were any other necessary repairs made between April
22 and November, "Please e-mail me back to let me know
23 and I will deduct that from rent owed." Did you do
24 that?

25 A. I don't remember.

1 Q. Okay. Well, do you remember sending her
2 anything after November of 2022 through today
3 saying, hey, here's this issue at the home?

4 A. She's the owner. I did not.

5 Q. So how would she know if something needed to be
6 repaired if you wouldn't tell her? You're the one
7 living there, right?

8 A. Well, she's the one who owns it, so she could
9 come and see it.

10 Q. Okay. But the answer to my question is since
11 November of 2022, you have not brought any issue
12 regarding the home needing repair to her attention,
13 have you?

14 A. Not that I can think of at the moment.

15 MR. TALLEY: Okay. Now, in -- that's it. I
16 said I'd be brief, I'll be brief. Thank you.

17 THE COURT: Thank you, ma'am. You may step
18 down.

19 (Witness excused.)

20 THE COURT: Any other witnesses?

21 MR. DRAISEN: No, Your Honor. Just reserve the
22 right to recall her as rebuttal. I don't know what
23 to expect.

24 THE COURT: All right. Let's go ahead and move
25 on with testimony. We'll take motions at the end.

1 MR. TALLEY: Okay.

2 THE COURT: Is that alright with everybody?

3 MR. TALLEY: Yes, sir.

4 THE COURT: Call your witness.

5 MR. TALLEY: I call Ms. McAdams to the stand.

6 THE COURT: Yes, sir.

7 (Witness approached.)

8 THE CLERK: Please come forward and raise your
9 right hand.

10 THE WITNESS: (Complying.)

11 THE CLERK: Do you swear or affirm the
12 testimony you're about to give will be the truth,
13 the whole truth, and nothing but the truth?

14 THE WITNESS: Yes, ma'am, I do.

15 THE CLERK: Thank you. Please come around and
16 take the witness stand.

17 THE WITNESS: Thank you.

18 MR. TALLEY: All right. If you'll pull up
19 closer, our court reporter can hear you and try to
20 keep your voice up as best you can. Okay?

21 THE WITNESS: Okay.

22 JAMIE MCADAMS,
23 having been produced and first duly sworn as a
24 witness on behalf of the Defendant, testified as
25 follows:

1 DIRECT EXAMINATION

2 BY MR. TALLEY:

3 Q. Good start. State your name for the record.

4 A. Jamie McAdams.

5 Q. All right. Ms. McAdams, you are the personal
6 representative of your father, Scott McAdams,
7 estate; is that correct?

8 A. Yes.

9 Q. Okay. And you were appointed in October of
10 2021 as evidenced in the record that's already been
11 admitted, correct?

12 A. Yes.

13 Q. You're also serving as personal representative
14 of the estate of Robin Winters; is that correct?

15 A. Yes, sir.

16 Q. And that appointment was done about that same
17 time in 2021, correct?

18 A. Yes, sir.

19 Q. Okay. Now, you've heard testimony about the
20 back and forth you and Ms. Putnam had in December of
21 2021. Just briefly tell the Court how you got
22 involved with Ms. Putnam and how that started once
23 your father passed away.24 A. Sure. When my father passed away, I contacted
25 all of the tenants in the different rental homes. I

1 let them know what was going on and asked them to
2 please pay rent to me going forward.

3 Ms. Putnam and I spoke likely in July. She
4 informed me that she did not pay rent for July, but
5 was weary of doing so until someone was appointed.

6 Q. And at that time you -- you had not been
7 appointed, correct?

8 A. Correct.

9 Q. All right. To your knowledge, was any rent
10 paid prior to that text message we looked at in
11 December of '21?

12 A. There was no rent paid to me between July --
13 July through December or July through November.

14 Q. Then you got a lump sum payment, correct?

15 A. Correct.

16 Q. And that was an amount of \$3900?

17 A. Yes.

18 Q. As I understand the facts, she then made
19 payments directly to you for a period of four
20 months, correct?

21 A. That's correct.

22 Q. Then she stopped again in April of 2022?

23 A. Yes.

24 Q. At the time you were appointed personal
25 representative, were you aware of the deficiency on

1 the mortgage?

2 A. Not exactly. It was a lot of sifting through
3 papers and information, and I tried to keep her
4 informed the best I could about what I was
5 discovering, but, yeah, I'm not sure when I became
6 aware of the foreclosure or the nonpayment of the
7 mortgage.

8 Q. I represented earlier that you, in fact, paid
9 that mortgage off; is that accurate?

10 A. Yes, sir.

11 Q. Do you recall when that was?

12 A. It was October or November of '22. Yes.

13 Q. Okay. And you ---

14 A. Or '21. I'm sorry. No. It had to be '22.

15 Q. I'm going to show you the second page of
16 Exhibit 5.

17 A. Thank you.

18 Q. If you'll take a look at that, that might
19 refresh your recollection.

20 A. Yes. So I paid the foreclosure off in October
21 or November of '22.

22 Q. And attached to that e-mail you sent Ms. Putnam
23 is evidence that the foreclosure had been paid in
24 full, correct?

25 A. Yes. Correct.

1 Q. Okay. You also asked her in that e-mail to pay
2 rent of \$5,740, correct?

3 A. Correct.

4 Q. Did you receive that?

5 A. No.

6 Q. In fact, as we sit here today, have you
7 received any rent since April of 2022?

8 A. No, sir.

9 Q. Have you received any request for repairs since
10 that e-mail from Ms. Putnam?

11 A. No, sir.

12 Q. Other than this lawsuit, has there been any
13 communication between the two of you at all?

14 A. No, sir.

15 Q. Father -- your father's estate is still open,
16 correct?

17 A. Correct.

18 Q. You were not present when Exhibit 2, the lease,
19 was signed, were you?

20 A. I was not.

21 Q. You didn't play any role in those terms or
22 those provisions of that document, did you?

23 A. No, sir.

24 Q. Do you believe that Ms. Putnam is in default of
25 the lease agreement?

1 A. I do believe that.

2 Q. Do you believe that she owes you rent in the
3 amount of \$800 for the time that she's been there?

4 A. Yes, I do.

5 MR. TALLEY: Now, in the lease, Exhibit 2, I'm
6 going to show you -- the pages aren't numbered, Your
7 Honor.

8 THE COURT: Okay. This is Exhibit 2?

9 MR. TALLEY: This is Exhibit 2 and I'm looking
10 at the fifth page of that exhibit.

11 BY MR. TALLEY:

12 Q. Ms. McAdams, have you reviewed Exhibit 2?

13 A. Yes.

14 Q. Okay.

15 A. Yes, I have.

16 Q. Are you familiar with the provision at the top
17 of the fifth page of Exhibit 2 entitled "attorney's
18 fees"?

19 A. Yes, I am familiar.

20 Q. Does it state that should it become necessary
21 for the landlord to employ an attorney to enforce
22 any of the conditions or covenants hereof, including
23 the collection of rentals or gaining possession of
24 the premises, the tenant agrees to pay all expenses
25 so incurred, including reasonable attorney's fees.

1 Is that what that says?

2 A. Yes, sir.

3 Q. Are you asking this Court to help you in the
4 collection of rent?

5 A. Yes. That would be great.

6 Q. And she still has possession of the home,
7 correct?

8 A. Yes, sir.

9 Q. All right. So you're asking the Court to award
10 you attorney's fees and cost and find in your favor?

11 A. Yes.

12 Q. You and I have had an hourly retainer agreement
13 since you hired me; is that correct?

14 A. Yes.

15 Q. Okay. I want to show you this. If you'll take
16 a look at that. My question is: Does that reflect
17 the correct hourly rate, not only for me, but also
18 my paralegal in pursuing this matter?

19 A. Yes, sir.

20 MR. TALLEY: Your Honor, I'd like to hand up
21 this affidavit of attorney's fees if I may?

22 THE COURT: What number will that be?

23 MR. TALLEY: It would be Defendant's No. 1.

24 THE COURT: Number 1?

25 MR. TALLEY: Yes, sir.

1 THE COURT: Any objection?

2 MR. DRAISEN: No, Your Honor.

3 THE COURT: Admitted.

4 (Defendant's Exhibit No. 1 was received into
5 evidence.)

6 BY MR. TALLEY:

7 Q. Ms. McAdams, who pays the taxes pursuant to the
8 lease?

9 A. I've been paying the taxes from the estate
10 account.

11 Q. Okay. And so as we sit here today, are the
12 taxes current through 2023?

13 A. Yes, sir.

14 Q. So despite receiving no rent, you've continued
15 to pay the taxes for the property Ms. Putnam
16 occupies, correct?

17 A. I have. Yes.

18 Q. Just for the record, I'm going to show you
19 that. Does that represent and show the payment of
20 taxes made from 2020 through 2023?

21 A. Yes, sir.

22 MR. TALLEY: Your Honor, I'd like to have this
23 marked as Defendant's Exhibit 2.

24 THE COURT: Any objection?

25 MR. DRAISEN: No, Your Honor.

1 THE COURT: Admitted.

2 (Defendant's Exhibit No. 2 was received into
3 evidence.)

4 MR. TALLEY: Beg the Court's indulgence one
5 second. I lost my place.

6 BY MR. TALLEY:

7 Q. All right. Ms. McAdams, I'm going to show you
8 the second page of Exhibit 9 already admitted into
9 evidence. Are you familiar with this document?

10 A. Yes, I am.

11 Q. And does it show that Robin Winters purchased
12 this property in 2022 for \$47,400?

13 A. Yes, it does.

14 Q. Over 20 years ago?

15 A. Yes.

16 Q. Does it also show the amount that the county
17 has assessed taxes that you just paid as reflected
18 in Exhibit 2?

19 A. Yes.

20 Q. And what is that amount?

21 A. That is 112,000 and 300 [sic].

22 Q. Okay. And that's as of 2023; is that right?

23 A. Yes.

24 MR. TALLEY: Okay. That's already entered as
25 Exhibit 9. That's all the questions I have at this

1 time, Your Honor.

2 MR. DRAISEN: Please the Court, Judge?

3 CROSS-EXAMINATION

4 BY MR. DRAISEN:

5 Q. Ms. McAdams, if you recall, I met you at your
6 deposition I took; is that right?

7 A. (No response.)

8 Q. And I asked you ---

9 A. Yes.

10 Q. I asked you at that deposition, particularly
11 with regard to Exhibit 2. You have Exhibit 2 up
12 there, the lease agreement?

13 A. No, sir.

14 Q. You would agree with me that this is the lease
15 agreement that we're here talking about today; is
16 that right?

17 A. Yes, sir.

18 Q. And if you recall, I asked you a series of
19 questions in your deposition about whether or not
20 you had anything to do with the creation of the
21 lease.

22 A. I remember that. Yeas.

23 Q. And your answer was?

24 A. No. I did not have anything to do with the
25 creation.

1 Q. And I asked you if you knew anything about how
2 it was created or by whom, and your answer was?

3 A. I do not know who created the lease.

4 Q. Okay. I asked you if you had any evidence as
5 to who printed it or typed the information that's on
6 it, and your answer was?

7 A. I have no evidence.

8 Q. Okay. And I asked you if you had any evidence
9 that suggests my client had anything to do with
10 filling it out or completing what's typed in the
11 document. Your answer was?

12 A. No.

13 Q. You don't know anything about how the lease
14 came to be. Is that fair to say?

15 A. That is fair. Yes.

16 Q. You weren't present when it was negotiated; is
17 that right?

18 A. That's right.

19 Q. Hadn't had any discussions with your father --
20 can't talk about them anyway, but you had no
21 discussions with your father about the creation of
22 this particular lease?

23 A. That's correct.

24 Q. Is it fair to say that even as of the date of
25 his death, you didn't know what -- what leases

1 existed?

2 A. Yes. That's fair.

3 Q. All right. So you were not involved in the
4 negotiations, discussions with -- between Ms. Putnam
5 and Scott McAdams about the lease or the optional
6 language that's contained therein?

7 A. Right. I was not involved.

8 Q. And you don't have any evidence that supports
9 any allegations that my client drafted the lease?

10 A. No, I do not.

11 Q. Now, I asked you a question about whether or
12 not you thought Scott would have wanted to sell some
13 of the properties or get rid of them back in August
14 of 2020. Do you remember that?

15 A. I do.

16 Q. And do you recall what you told me?

17 A. I said it is likely that he wanted to sell.

18 Q. And -- and did you tell me why?

19 A. Yes. He was under a lot of pressure.

20 Q. I think you said things like he had lost his
21 first wife. Her family was turning on him. He lost
22 a second spouse, and there was a lot of things going
23 on at the time that were putting pressure on
24 Mr. McAdams; is that right?

25 A. Yes, sir. That's correct.

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67

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1 Q. And this was the only property he had a
2 mortgage on; is that right?

3 A. That's right.

4 Q. Now, let's talk just a minute about discussions
5 that you had. When you first started talking with
6 Ms. Putnam, that would've been after Scott passed
7 away I think?

8 A. Yes, sir.

9 Q. All right. And did you have a discussion with
10 her about who was authorized to collect rent
11 payments?

12 A. Yes.

13 Q. Did she tell you that she was concerned about
14 paying rent until somebody was appointed?

15 A. She did.

16 Q. Okay. And that was -- you had that discussion
17 before -- like early on before she's not paying
18 rent; is that right?

19 A. Yes.

20 Q. Okay. All right. And then -- so you were
21 aware that she had concerns about paying rent until
22 somebody had legal authority to collect the rent?

23 A. Yes.

24 Q. Okay. All right. And then once you were
25 appointed, which I believe was in October or

1 November, I assume you made her aware?

2 A. Yes, I did.

3 Q. And then you guys made arrangements for her to
4 pay up the rent in December?

5 A. Yes.

6 Q. For what was owed?

7 A. Yes, sir.

8 Q. Now, during that period of time, it's my
9 understanding that she made some repairs and that
10 you had agreed to deduct the repairs from the total
11 that was owed?

12 A. Yes. That's correct.

13 Q. Okay. And that's why it's \$3900 that was paid?

14 A. Yes, sir.

15 Q. Do you agree that when that \$3900 was paid, it
16 brought it current as of that time?

17 A. Yes, I do.

18 Q. And then after that, I think you testified that
19 she made four months payments, which would've been
20 January -- January, February, March -- December,
21 January, February, March?

22 A. Right. December through March.

23 Q. Okay. All right. And what happened in March
24 of 2022 with regard to the property?

25 A. I -- when I was appointed personal

1 representative of Robin Winters' estate, the
2 mortgage company had intended to foreclose on it,
3 and the home went into foreclosure.

4 Q. Okay. And that happened in March of 2022?

5 A. Yes, sir.

6 Q. 2022?

7 A. Yes.

8 Q. Okay. And did you have a discussion with
9 Ms. Putnam at that time? I think I asked you that
10 about the home being in foreclosure.

11 A. Yes.

12 Q. So y'all talked about it?

13 A. We did.

14 Q. And do you recall how that conversation went?

15 A. Yeah, we discovered it was in foreclosure, and
16 I was actually at her home. We discussed it in
17 person. She told me she wanted to purchase, and I
18 said, "I'm not sure how things are going to work out
19 yet, so I can't agree to anything."

20 Q. Okay. So -- so you -- you're acknowledging
21 that as of March '22 when you were served with the
22 foreclosure papers, even at that point my client had
23 said, "I want to purchase"?

24 A. Yes, sir.

25 Q. And because of the foreclosure and I assume

1 probate and other things, you weren't sure about how
2 you could make that happen or if it could?

3 A. That's correct.

4 Q. All right. But she told you she wanted to
5 purchase?

6 A. She did.

7 Q. Okay. And did y'all talk about rent and what
8 would happen while the property was in foreclosure?

9 A. Not that I recall.

10 Q. Okay. At any point in time -- I assume you
11 realize that at some point she had stopped paying
12 the rent?

13 A. Yes.

14 Q. Did you have a discussion about that?

15 A. We did.

16 Q. Okay. I assume you contacted her and said, why
17 are you not paying rent?

18 A. Yes.

19 Q. And what do you recall that conversation was?

20 A. She said that she did not want to be put out on
21 the streets and she was afraid that if the home went
22 into foreclosure, she wouldn't have anywhere to go.

23 Q. Okay. Did she express concerns about being
24 able to exercise the option?

25 A. Not that I recall at that time.

1 Q. Not at that time. Now, you do acknowledge that
2 y'all passed some tax -- text messages back and
3 forth to each other during that period of time?

4 A. Yes, sir.

5 Q. And did you receive the exhibit where she, in
6 writing, told you in June of 2022 that she wanted to
7 purchase the property?

8 A. Yes.

9 Q. Okay. And when you got that in June of 2022,
10 what was your position at that time?

11 A. My position on the sale or -- I'm sorry. Can
12 you rephrase the question maybe?

13 Q. When you received the -- I think you may have
14 it up there in the exhibits that were left there.
15 Do you have the June 2022 letter up there?

16 A. I do not.

17 Q. Do you recall receiving that letter?

18 A. Yes, sir.

19 Q. All right. So what -- what was your reaction
20 when you received that letter in June of 2022?

21 A. Well, I was not happy. This letter was in
22 conjunction with the lawsuit that she filed on my
23 father's estate at that time, and it was also after
24 I sent a five-day notice to pay or quit in June of
25 2022.

1 Q. Okay. Let's -- let's back up a second.

2 A. Sure.

3 Q. I think -- are you referring to the creditors'
4 claims that were filed in the estate of your
5 dad's ---

6 A. No, sir.

7 Q. --- in June of 2022?

8 A. No, sir. I am referring to the case that a
9 claim that Casey filed on my father's estate. It
10 has since -- since been withdrawn, but this e-mail
11 was in conjunction with that case against his
12 probate estate.

13 Q. I'm going to have you look at Exhibit 6. This
14 is in the original exhibits.

15 A. Yes. This is what I'm referring to.

16 Q. Okay. And you'll see that that's a statement
17 of creditors' claim ---

18 A. Yes.

19 Q. --- in the probate case?

20 A. Yes.

21 Q. That's why -- I mean, legally, that's what I'm
22 calling it.

23 A. I understand.

24 Q. You understand -- you understand that a claim
25 in a probate estate is basically -- that's Scott

1 McAdams' estate; is that right?

2 A. Umm ---

3 Q. What that's in reference to?

4 A. Yes, sir.

5 Q. And if you'll see there, what does she claim in
6 the -- in the section where it says what her claim
7 is in the handwriting there?

8 A. Yes. Basis of claims says, "Lease to purchase
9 agreement for 109 Center Street, Williamston, signed
10 by Scott McAdams on August 5, 2020."

11 Q. So in June of 2022, my client filed with the
12 probate court in Scott McAdams' estate a claim
13 saying that she believes she had the right to
14 purchase the property because of the lease
15 agreement; is that right?

16 A. Yes, sir.

17 Q. And that's what you were referring to when you
18 said the lawsuit that she filed?

19 A. It is.

20 Q. And you said that upset you that she filed
21 that?

22 A. Yes.

23 Q. Why?

24 A. I didn't want to be involved in a lawsuit. I
25 don't really know how to answer that. I'm sorry.

1 Q. Okay. What did you do after you received that?
2 What did you do in response to it?

3 A. I believe I let my probate attorney know what
4 was going on, asked for her advice.

5 Q. That would have been Carolyn Baird?

6 A. Yes, sir.

7 Q. All right. And -- now, at that point in time
8 in June of 2022, the foreclosure had already been
9 filed?

10 A. Yes.

11 Q. And rent wasn't being paid at that point in
12 time because it was still in foreclosure; is that
13 right?

14 A. Correct.

15 Q. Okay. And do you know how long a creditor has
16 to file a claim in probate court?

17 A. Ninety days? No, I don't know.

18 Q. It's fine, but do -- you understand that if a
19 creditor doesn't file the claim within a certain
20 period of time, it is barred?

21 A. I do. Yes.

22 Q. You've learned that as the PR?

23 A. Yes.

24 Q. Okay. All right. So you understand that if my
25 client felt like she had a claim that she needed to

1 assert, it had to be within a certain period of
2 time? She had to file it or she would lose the
3 right to make the claim?

4 A. Yes. I understand that.

5 Q. All right. Okay. Now, in your deposition, I
6 asked you some questions about -- we've already
7 covered so many of them. Now, I think you already
8 said that you agree that there had been ongoing
9 discussions about my client wanting to purchase the
10 property.

11 And, initially, it seems like you and your
12 brother were talking about -- is your brother --
13 it's your brother?

14 A. So-to-speak.

15 Q. Is he a stepbrother?

16 A. Yes.

17 Q. --- stepbrother had been talking about whether
18 or not that was going to be able to be done. Now,
19 let me clear this up. So in addition to -- there
20 was a mortgage, right?

21 A. Yes.

22 Q. And the foreclosure lawsuit that we referred
23 to, I think it said the balance owed was like 15,000
24 some-odd dollars at the time. Does that sound
25 right?

1 A. Yes, sir.

2 Q. On the foreclosure lawsuit itself?

3 A. Yes.

4 Q. But in addition to the foreclosure,
5 Mr. McAdams, Scott, had some judgments ---

6 A. Yes.

7 Q. --- other liens that were filed?

8 A. Yes.

9 Q. Some health -- health bills or something that
10 people filed claims for?

11 A. Yes, sir.

12 Q. And those also were things that you had to deal
13 with as far as paying off his debt; is that right?

14 A. Yes.

15 Q. And when you ultimately paid to get this
16 property out of foreclosure, my recollection is the
17 amount was somewhere around \$26,000?

18 A. Yes, sir.

19 Q. Did that -- was that just for the mortgage
20 foreclosure, or did that have -- did it get rid of
21 any of the other expenses that were on the property?

22 A. It was only for the foreclosure and attorney's
23 fees.

24 Q. Okay. So in addition to resolving the
25 foreclosure, which you did when you paid for it,

1 there's still outstanding issues with regard to
2 creditors' claims against the estate. Do they still
3 exist today?

4 A. There are claims against Robin Winters' estate.
5 Yes.

6 Q. And is it right that the title is actually
7 still showing in Robin Winters' name as of today?

8 A. That's correct.

9 Q. So Robin Winters' estate has claims that would
10 still cloud the title. Do you know what I mean by
11 that?

12 A. Yes, sir.

13 Q. On that property -- on 109 Center Street as we
14 sit here today?

15 A. Yes, sir.

16 Q. And if you were going to close and sell the
17 property to Ms. Putnam, those would have to be
18 resolved; is that right ---

19 A. Yes.

20 Q. --- in order to get ---

21 A. I believe so. Uh-huh.

22 Q. Okay. All right. And is it right that
23 currently there's four owners of the property?

24 A. Yes. That is correct.

25 Q. And those are Ms. Winters' son, you, and a

1 sister, and your stepbrother?

2 A. My mother's ---

3 Q. Mother.

4 A. --- sister and Dustin.

5 Q. Sorry. Okay. And that -- but that's who the
6 four owners would be if and when you could do a
7 deeded distribution for the property and distribute
8 it out. It's still actually Ms. Winters' name,
9 right now. You haven't done a deeded distribution;
10 is that right?

11 A. That's correct.

12 Q. Now, initially when you were talking with my
13 client and she was telling you she wanted to
14 purchase it, you didn't tell her that you weren't
15 willing to sell it to her; is that right?

16 A. I did tell her this in December when we met at
17 her home, and she paid the rent that was owed. I
18 told her I don't believe that we're going sell it,
19 and she said she understood.

20 Q. Okay. And -- but at that point in time, she
21 still continued to tell you that she wanted to
22 purchase after that, right, because there's text
23 messages beyond that?

24 A. That's correct.

25 Q. And she writes you in June of 2022 and tells

1 you she wants to purchase the property?

2 A. Yes.

3 Q. Okay. Did you tell her at some point why you
4 decided you didn't want to sell the property?

5 A. I probably said I wanted to keep it as a rental
6 home.

7 Q. Okay. And is that what you decided?

8 A. Yes, sir.

9 Q. Okay. Now, I mean, there's four owners. So is
10 it that all of you want to keep it as a rental home,
11 or was it going to be a deal where you were going to
12 end up with the property?

13 A. No. We would all -- I mean, we -- we're all
14 making a decision.

15 Q. Okay. But you're the only one that paid off
16 the mortgage?

17 A. Correct.

18 Q. Do they owe you for that?

19 A. Not in my mind.

20 Q. So you paid \$26,000 out-of-pocket to pay off
21 the mortgage, there's still creditors on the
22 property, but yet the other three owners don't owe
23 any part of it to you?

24 A. We haven't really discussed that yet.

25 Q. I'm just asking because, I mean, I want to know

1 if they're supposed to be contributing equally.

2 A. Right.

3 Q. I mean, if, let's say, my client closed on the
4 property and was allowed to purchase for \$50,000,
5 would that \$50,000 be split four ways?

6 A. I'm not sure how that would work.

7 Q. You just don't know?

8 A. Right.

9 Q. Okay. Let me ask you this: Prior to
10 Ms. Putnam filing her creditors' claim in 2022, had
11 you ever sent her anything in writing called a
12 "notice in right to cure" telling her that she had
13 breached the terms of the lease?

14 A. No, sir.

15 Q. Have you ever sent her anything like that?

16 A. No, sir.

17 Q. Even -- even to today, have you ever said, hey,
18 look, you've breached the lease agreement. I don't
19 feel like I have to honor the option to purchase at
20 this point because you're breach of the lease in
21 writing?

22 A. No, sir. I don't believe so.

23 Q. Okay. And after you received the June 2022
24 purchase option letter, did you write her back at
25 that point in time and say, I understand you want to

1 purchase, but I don't feel like I'm obligated to
2 sell to you or that you've breached the agreement?

3 A. No, sir.

4 Q. Other than Ms. Putnam and Scott McAdams, are
5 you aware of anybody else who can help us or tell us
6 what the \$50,000 negotiable means in the lease
7 agreement?

8 A. No, sir.

9 Q. You haven't named anybody else that I'm aware
10 of, so I just want to make sure that those are the
11 only two people who could tell us what the agreement
12 was, correct?

13 A. Yes.

14 MR. DRAISEN: Just give me one second. Your
15 Honor, that's all I have.

16 THE COURT: Redirect?

17 REDIRECT EXAMINATION

18 BY MR. TALLEY:

19 Q. Ms. McAdams, you were asked about the June 6th
20 letter you got, which is part of Exhibit 3.

21 A. Yes, sir.

22 Q. Are you familiar with that? Do you have that?

23 A. Yes.

24 Q. And Ms. Putnam says in there, "Per our
25 discussion in July, October, and November of 2021, I

1 want to exercise my purchase option," right?

2 A. Yes.

3 Q. In July, October, and November in 2021, she was
4 in default, was she not?

5 A. She was.

6 Q. In fact, she paid you \$3900 on December the
7 10th, correct?

8 A. Yes, sir.

9 Q. And then when she sent you this letter
10 June 6th, by her own admission she stopped paying in
11 April of 2022, correct?

12 A. Yes, sir.

13 Q. So she was two months in default when she sent
14 you this June 6th letter, correct?

15 A. Yes, sir.

16 Q. And you still haven't gotten this money?

17 A. Correct.

18 Q. Now, you said this -- you referred to it as a
19 lawsuit claim dated June 6th unnerved you a little
20 bit. Do you have that in front of you?

21 A. I do. Yes.

22 Q. Do you see where Ms. Putnam told the probate
23 court on June 6, 2022, that your father's estate
24 owed her \$12,200?

25 A. Yes.

1 Q. Does your father's estate owe her any money?

2 A. Not in my opinion.

3 Q. Do you have any idea where she came up with a
4 claim for \$12,200?

5 A. I do not.

6 Q. In fact, at that time she owed your father's
7 estate two months rent, correct?

8 A. Yes, sir.

9 MR. TALLEY: That's all the questions, Your
10 Honor.

11 MR. DRAISEN: Just briefly.

12 RECROSS-EXAMINATION

13 BY MR. DRAISEN:

14 Q. Your lawyer keeps referring to my client being
15 in default, but I want to be clear that after Scott
16 McAdams died, there was nobody to pay rent to for a
17 period of time; is that not right?

18 A. That's correct.

19 Q. So who was she supposed to pay between the time
20 he died and the date of your appointment?

21 A. I don't know.

22 Q. What would've happened if she just gave it to
23 some random person, and then you came up later and
24 got appointed and said, but I didn't ---

25 THE COURT: Go ahead and move past that. I got

1 it.

2 MR. DRAISEN: Okay. That's it, Judge. Thank
3 you.

4 THE COURT: Thank you, ma'am. You may step
5 down.

6 THE WITNESS: Thank you.

7 (Witness excused.)

8 THE COURT: Any other witnesses?

9 MR. TALLEY: No other witnesses from the
10 defendant.

11 THE COURT: All right. I'm going to let you
12 make your motions and then your closing arguments.
13 Mr. Talley first for involuntary nonsuit motion.

14 MR. TALLEY: Your Honor, yes. As stated in our
15 counterclaim, we believe that the evidence shows
16 that on multiple occasions the defendant is in
17 default, or excuse me, the plaintiff is in default
18 on the terms of the lease. By her own admission,
19 she withheld rent on two occasions. One time in
20 2021, and then again, 2022, which persists even
21 still today.

22 When I stated in my opening that there was no
23 meeting of the minds, Your Honor, I'll be honest.
24 I've never seen a purchase price set forth a number
25 negotiable and anybody know what that means,

1 particularly in this instance where one of the
2 parties has passed away.

3 The property was purchased for \$47,400 back in
4 2002. What they meant by 50,000 negotiable, no one
5 knows. No one knows. I think based on her default
6 alone, if the Court were to find that that is a
7 valid option at some number, whatever that number
8 may be, her default -- her breach of that contract
9 by failing to pay the rent, none of which was to be
10 applied to the purchase price, forgoes any exercise
11 of any option that she could have.

12 And I think that's clear, not only in the
13 testimony, but I think that's clear in the law in
14 this state. She has breached the agreement that she
15 now wants this Court some two years ago to go back
16 and enforce a negotiable term. Thank you.

17 THE COURT: Thank you, sir. Mr. Draisen.

18 MR. DRAISEN: Your Honor, obviously, two things
19 that I'll point out to the Court in response.
20 Number one is, my client didn't write the contract.
21 Under South Carolina law, she's entitled to any
22 inferences and any ambiguities construed most
23 favorably to the non-drafting party in this case.
24 The only person that can tell this Court what was
25 intended at the time of the terms is my client, and

1 she told you what she understood that agreement to
2 be. \$50,000 was a cap price. It's possible it
3 could be less.

4 THE COURT: That -- that -- let me ask you
5 this: That testimony is barred by the dead man's
6 statute, isn't it?

7 MR. DRAISEN: No. I don't think that testimony
8 is barred by the dead man's statute.

9 THE COURT: I think it is. I mean, she has an
10 interest and she's basically saying what our
11 agreement was with the deceased person.

12 MR. DRAISEN: Well, she's not saying what she
13 said. She's saying what her understanding was of
14 the contract she signed. And I don't think she's
15 prohibited under law from her saying what I believe
16 the contract I signed says. If she had testified
17 and said he and I had a discussion and this is what
18 he said to me, I think, obviously, that's barred
19 under the ---

20 THE COURT: That is.

21 MR. DRAISEN: But I think in this instance,
22 there's only two parties to this contract. And even
23 if you don't take anything she says ---

24 THE COURT: Well, let me ask both of the
25 attorneys. In this case, the lease, I've seen it a

1 couple of times. Obviously, I haven't studied it.
2 It certainly doesn't appear to define negotiable,
3 right?

4 MR. DRAISEN: It does not.

5 THE COURT: So isn't the rules of construction
6 if it's not defined in the contract that you go to
7 the every day normal meaning under Webster's or the
8 like of the definition of what negotiable means?

9 MR. DRAISEN: That's right.

10 THE COURT: Okay.

11 MR. DRAISEN: And, Judge, I have no issue with
12 that. And our position on that is that it was us
13 that had the option to negotiate, and we're not
14 seeking to negotiate the 50. When I see some -- in
15 other words, Judge, you -- you would understand that
16 if you were negotiating a purchase contract and you
17 said, I'll pay 50 at the most, but there may be a
18 reason why if we lease -- if this lease goes for two
19 years and I've paid you \$10,000 a year for two
20 years, that's \$20,000, that the seller would take
21 into consideration what I've paid and would reduce
22 the price.

23 So you put a cap price, but you could negotiate
24 a lesser price. And that's what she's saying.
25 That's what she says her understanding was is that

1 it could've been less, but no more than 50 and she's
2 not seeking to negotiate. She says, I'll pay 50.
3 I've offered to pay 50. I'll pay the 50. I'm --
4 negotiable means nothing in this contract because
5 I'm not seeking to negotiate. I'm -- I'm willing to
6 pay the 50. That's been her position from day one.

7 And it would be inconceivable I think in a
8 sense to read the contract as saying, oh, it's
9 50,000. Why put a price in there at all? If you
10 were going to say it's a negotiable price, you
11 wouldn't put a number. You'd just say the price is
12 to be negotiated at the time that option is to be
13 exercised.

14 Instead, they didn't choose to put that
15 language in there. By the way, she didn't write
16 this contract. Mr. McAdams wrote the contract.
17 There's no evidence to the contrary. Our position
18 is that he wrote it 50,000 and negotiable. I may be
19 willing to negotiate that price to something less.

20 THE COURT: Let me ask you this: Other than
21 your argument -- excuse me for interrupting.

22 MR. DRAISEN: No, sir.

23 THE COURT: If I heard the testimony right,
24 there's really no testimony from the witnesses in
25 the record as to who actually wrote the contract.

1 She said I didn't, but nobody really knew who drew
2 the contract; is that correct?

3 MR. DRAISEN: Well, she did say it was provided
4 to her by him.

5 THE COURT: From him, right. Okay.

6 MR. DRAISEN: So, I mean, yeah, and, I mean ---

7 THE COURT: And ---

8 MR. DRAISEN: --- probably came off a computer
9 somewhere. That's who wrote it. You know, and in
10 terms of it being some sort of standard lease that
11 somebody found on a computer, but, I mean, her
12 testimony is he brought it to her for signature.
13 That's what she testified to.

14 THE COURT: Okay.

15 MR. DRAISEN: But in any event, you know, so I
16 do think that's obviously a seminal question in this
17 case is, you know, I guess, is there an enforceable
18 contract? That's the thing we've been disputing all
19 along. Our position has been, we've lived up to the
20 terms of the contract. We tried to exercise the
21 option to purchase very early when he passed away.
22 These arguments about us being in default, we've got
23 an impossibility of performance for a period of time
24 whereas he died. There wasn't anybody to pay. I
25 don't think that constitutes a default. It's not in

1 the contract. It's my recollection it wasn't.

2 And then on the terms of the foreclosure,
3 again, if the property is foreclosed, the option to
4 purchase is foreclosed. And that money was being
5 withheld and it was paid to me and she says based on
6 the advice of counsel. So, you know, it's not that
7 she wasn't willing to pay the money. But, you know,
8 obviously our argument, Judge, is that if she had
9 been allowed to exercise the option to purchase in
10 March or June of 2022, there'd be no rent payment.
11 And so this idea that rent has continued to go and
12 accrue for all these months when we've been
13 demanding since she filed a claim in June of 2022 in
14 probate court, we've been saying we want to close on
15 the purchase of this property.

16 So as to that part of the argument, our
17 position is that you've got a breach on the other
18 side first by allowing the property to go into
19 foreclosure and the threat of the property being
20 foreclosed and her having an inability until she
21 cured that by paying the mortgage off. At which
22 point in time, we were in this litigation and
23 Ms. McAdams had made it clear she had no intention
24 of selling the property to us. So we've all
25 basically maintained the status quo for the last

1 year or so while this case has been pending in
2 court.

3 So, you know, as to -- as to the motions, I
4 think certainly there's -- there's questions of
5 fact. I think we certainly pled enough for the
6 Court and put up enough testimony for the Court to
7 take this based on the evidence, not based on a
8 failure to stake a claim.

9 THE COURT: Thank you, sir. All right. I'm
10 going to read through the exhibits and I will make a
11 decision.

12 Would you like to cross-examine Mr. Talley as
13 to his attorney's fees?

14 MR. DRAISEN: No, Your Honor.

15 THE COURT: All right. Very good. Thank you.
16 Thank you, gentlemen, and I'll let y'all know my
17 decision.

18 MR. TALLEY: Thank you, Judge.

19 (The proceedings concluded at 11:17 a.m.)

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C E R T I F I C A T E O F R E P O R T E R

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

RECEIVED
Dec 27 2024
SC Court of Appeals

I, the undersigned, Lisa Scott, Circuit Court Reporter for the Tenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal in the Circuit Court for Anderson County, South Carolina, on the 23rd day of July, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

September 24, 2024

/s/Lisa Scott

Lisa Scott
Circuit Court Reporter

54800.F51151

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Community Loan Servicing, LLC,

PLAINTIFF,

vs.

Jamie Marie McAdams, Individually and as Personal Representative of the Estates of Robin C. Winter, deceased, and Scott F. McAdams, deceased; Dustin Winter TeBrugge; Greta Marie McAdams; Tracy Christine McAdams; Discover Bank; Duke Medicine; Carolina Mountain Emergency Medicine; Capital One; Prisma Health Upstate; and University Medical Group of Prisma Health - Upstate,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2022CP0400474

(NON-JURY MORTGAGE FORECLOSURE)

**AMENDED
SUMMONS**

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Amended Complaint upon the plaintiff's attorneys at their office, 4000 Faber Place, Suite 450 (29405), P.O. Box 71727, North Charleston, South Carolina, 29415, or by email as allowed under S.C. Supreme Court Order 2021-08-27-01, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; **and except that defendants previously served with the original Summons and Complaint shall have the time remaining for response to the original Complaint, or fifteen (15) days after service of the Amended Complaint, whichever period may be the longer;** and if you fail to answer the Amended Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Anderson County, which Order shall, pursuant to Rule 53(b) of the SCRCF, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

By: s/Elizabeth S. Moore, Bar# 69236
EMoore@FinkelLaw.com
FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460
Attorneys for Plaintiff

March 29, 2022

54800.F51151

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Community Loan Servicing, LLC,

PLAINTIFF,

vs.

Jamie Marie McAdams, Individually and as Personal Representative of the Estates of Robin C. Winter, deceased, and Scott F. McAdams, deceased; Dustin Winter TeBrugge; Greta Marie McAdams; Tracy Christine McAdams; Discover Bank; Duke Medicine; Carolina Mountain Medical Emergency; Capital One; Prisma Health Upstate; and University Medical Group of Prisma Health - Upstate,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2022CP0400474

**AMENDED
COMPLAINT**

(NON-JURY MORTGAGE FORECLOSURE)

The Plaintiff alleges as follows:

1. The Plaintiff, a corporation or other legal entity, brings this foreclosure action to collect a debt and/or enforce a mortgage, security interest, or other rights in property securing the debt.
2. The Plaintiff is the servicer and/or mortgagee of the note and mortgage covering real property located in Anderson County, which is the subject of the within captioned action, and is entitled to enforce same.
3. The defendant(s) named herein may have an interest in the property that is the subject of this action.
4. Any defendant(s) described herein as Judgment Creditor(s) have by filing judgment(s) designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of §15-35-840 of the South Carolina Code of Laws (1976 as amended).

5. The defendant(s) Jamie Marie McAdams, Dustin Winter TeBrugge, Tracy Christine McAdams and Greta Marie McAdams are not in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).

6. On or about June 5, 2007, for value received, Robin C. Winter executed and delivered to First Trust Mortgage Corp. of the South a certain promissory note in the sum of \$66,500.00, together with interest thereon pursuant to the terms of the note.

7. To secure the payment of the said note and debt, secured thereby, and in accordance with the terms and conditions thereof, on June 5, 2007, Robin C. Winter executed and delivered to First Trust Mortgage Corp. of the South, its successors and assigns, a mortgage covering the following described property:

All that piece, parcel, or lot of land, situate, lying and being in Anderson County, State of South Carolina, being known and designated as Lot No. 40, being more fully described in Plat Book 1028, Page 6-A recorded in the RMC Office for Anderson County. Reference is hereby made to said plat for a more complete description of metes and bounds thereof.

TMS #: 221-12-01-011-000

Property Address: 109 Center St., Williamston, SC 29697

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Anderson County in book 8074 at page 230 on June 14, 2007.

9. The mortgage constitutes a first mortgage lien on the subject property.

10. This mortgage was assigned to Plaintiff by:

- a. instrument recorded January 25, 2008 in book 8469 at page 33;
- b. instrument recorded April 28, 2008 in book 8632 at page 115;
- c. instrument recorded November 18, 2019, in book 14218 at page 83;
- d. instrument recorded December 20, 2019, in book 14275 at page 217; and
- e. thereafter, on September 28, 2020, Bayview Loan Servicing, LLC changed its name to Community Loan Servicing, LLC.

11. Pursuant to the Administrative Order of the Chief Justice, 2009-05-022-01, the loan that is the subject of this action is not subject to modification under the Home Affordable Modification Program because the program terminated on December 31, 2016 pursuant to Section 709(b) of the Consolidated Appropriations Act, 2016, P.L. 114-113.

12. Robin C. Winter died on or about February 25, 2014, and her estate is being administered in Anderson County (see estate 2014ES0400820). Jamie Marie McAdams is the Personal Representative of the Estate. Scott F. McAdams and Dustin Winter TeBrugge are the successors to the interest of Robin C. Winter, and any such interest is subordinate to Plaintiff's mortgage.

13. Scott F. McAdams died on or about July 5, 2021, and his estate is being administered in Anderson County (see estate 2021ES04013012). Jamie Marie McAdams is the Personal Representative of the Estate of Jamie Marie McAdams, Tracy Christine McAdams, and Greta Marie McAdams are the successors to the decedent's interest, and any such interest is subordinate to Plaintiff's mortgage.

14. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

15. The monthly payments on the note secured by the subject mortgage are due as of March 1, 2020, although demand therefore has been made, and the plaintiff, as the holder thereof, and after providing all required notices, elects to, and does declare the entire balance due and payable; and the principal due totals \$15,611.64, together with interest at the rate of 6.750% per annum from February 1, 2020, the costs and disbursements of this action, and attorney's fees.

16. All statutory and contractual notices have been given as required.

17. Plaintiff seeks only to enforce its lien against the property and therefore waives its right to any personal or deficiency judgment against any obligor.

18. The following Defendant(s) claim(s), or may claim a lien upon or interest in the subject property as follows:

- (a) Discover Bank, by virtue of a judgment against Robin C Winter, filed June 14, 2014, Case No. 2012CP0403685, in the amount of \$13,569.13;
- (b) Duke Medicine, by virtue of a Creditor's Claim in the Matter of Estate of Robin C. Winter, filed November 7, 2014, in the amount of \$23,916.24;
- (c) Carolina Mountain Emergency Medicine, by virtue of a Creditor's Claim in the matter of Robin C Winter, filed December 22, 2014, in the amount of \$317.00;

- (d) Capital One, by virtue of a Creditor's Claim filed in the matter of Robin C Winter, filed December 29, 2014, in the amount of \$9,551.37;
- (e) Prisma Health Upstate, by virtue of a Creditor's Claim against Scott McAdams dated November 10, 2021, in the amount of \$207,146.19; and
- (f) University Medical Group of Prisma Health – Upstate, by virtue of a creditor's claim filed in the matter of Scott Francis McAdams, dated December 2, 2021, in the amount of \$10,455.70.

The interests or liens of the above Defendants, if any, are junior and subordinate to Plaintiff's first mortgage lien.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and that:

1. The amount due upon the said note and mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

3. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with the attorney's fees as aforesaid, and

Third, the surplus, if any be distributed according to law.

4. An Order be entered directing and empowering the Sheriff of Anderson County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

5. An Order be entered for the ejectment of the defendants in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the plaintiff's mortgage, which personal property if not removed shall be

deemed abandoned and shall be removed by the plaintiff or its agents from the subject property by placing said property on the public street or highway or by any other means.

6. An Order be entered granting the appointment of a Receiver to secure and supervise the rental of the property sought to be foreclosed with authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt.

7. An Order be entered for reimbursement of all costs for inspecting and securing the property incurred by the plaintiff as a result of the delinquency.

8. An Order be entered for such other and further relief as may be just and proper.

By: s/Elizabeth S. Moore, SC Bar# 69236
EMoore@FinkelLaw.com
Attorneys for Plaintiff
FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, S.C. 29415
(843) 577-5460

March 29, 2022

STATE OF SOUTH CAROLINA)
)
 COUNTY OF Anderson)
)
 IN THE MATTER OF:)
Scott Francis McAdams)
 (Decedent))

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: 2021ES0401301 2

Decedent's Date of Death (if known): July 2021
 Decedent's Last Mailing Address: 410 Hwy 413 Belton SC 29627

Creditor:	<u>Casey Putnam and Arch Harrell</u>
Address:	<u>109 Center st Williamston SC 29697</u>
Telephone:	<u>843-221-5035</u>
Email:	<u>putnamc2001@gmail.com</u>
Original Creditor: Address (if different from above)	
Claim Amount Due:	<u>\$ 12,200</u>
Account Number:	
Other Reference Number:	
Basis of claim (Ex: Contract, Services Rendered for decedent, etc):	<u>Lease to purchase agreement for 109 Center st Williamston S.C. 29697 signed by Scott McAdams on August 5th 2020</u>
Date claim will become due (if not already due)	
Nature of uncertainty as to the claim, if any (i.e. contingent claim, amount of claim, due date):	<u>Purchase option for \$50,000</u>
Description of security as to the claim, if any (Ex: Collateral for the debt)	

Signature: Casey R Putnam
 Printed Name: Casey R. Putnam
 Title: Tenant and leaseholder
 Date: 6-6-2022

INSTRUCTIONS: Claims **MUST** be filed with the Probate Court of the county in which the Decedent's Estate is under administration and may be delivered or mailed to the fiduciary appointed to administer the Estate (see SCPC 62-3-803, 62-3-804, and 62-3-806).

No claim against a Decedent's estate may be presented or legal action commenced against a Decedent's Estate prior to the appointment of a Personal Representative to administer the Decedent's Estate (except see SCPC 62-3-804(1)(b)).

Satisfaction or withdrawal of claim (FORM 325) **MUST** be filed once claim is resolved.

STATE OF SOUTH CAROLINA)
COUNTY OF: Anderson)
IN THE MATTER OF: Scott Francis McAdams)
(Decedent)

IN THE PROBATE COURT
PROOF OF DELIVERY
CASE NUMBER: 02ALESO4013012

On the 7th day of June, 2022, I mailed or delivered the following document(s):

Statement of creditors claim

- A copy of which is attached hereto and incorporated herein, or
- The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

- personal delivery
- certified mail
- commercial delivery
- ordinary first-class mail
- registered mail
- electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
<u>Jamie McAdams</u>	<u>191 Sand Pit Rd Spartanburg SC 29307</u>

SWORN to before me this 7th day of June, 2022
[Signature]
Notary Public for South Carolina
My Commission Expires: 4-7-2032

Signature: [Signature]
Print Name: Cary R Putnam
Address: 109 Center St
Williamston SC 29167
Telephone (Work): 804-221-5035
(Home):
(Cell):
E-mail: putnamc2011@gmail
Relationship to Decedent/Estate: heir/creditor



FORM #120PC (1/2014)
02-1-401, 02-3-700, 02-3-1001, 02-3-1002

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT)

COUNTY OF: ANDERSON)

NOTICE OF ALLOWANCE/DISALLOWANCE OF CLAIM)

IN THE MATTER OF:)
SCOTT FRANCIS MCADAMS)
(Decedent))



CASE NUMBER: 2021-ES-04-01301 2)

TO:	Creditor:	CASEY PUTNAM AND ARCH HARRELL
	Address:	109 CENTER STREET, WILLIAMSTON, SC 29697
	Telephone:	864-221-5035
	Email:	PUTNAMC206618@GMAIL.COM
	Original Creditor:	
	Address (if different from above)	
	Filed Date of Claim:	JUL 15 2022
	Claim Amount:	\$12,200
	Account Number:	
	Other Reference Number:	

Allowance of a claim is evidence the Personal Representative accepts the claim as a valid debt of the Decedent's estate. Allowance of a claim may not be construed to imply the estate will have sufficient assets with which to pay the claim.

the claim is allowed.

the claim is partially allowed in the amount of \$ _____ ; the balance is disallowed. Explanation (optional):

the claim is disallowed in full. Explanation (optional):

The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Executed this 15th day of July, 2022.

Signature:

Print Name: JAMIE MARIE MCADAMS

Address: 191 SAND PIT ROAD
SPARTANBURG, SC 29307

Telephone (Work): _____

(Home): _____

(Cell): 864-529-4203

Email: JAMIEMMARIE333@GMAIL.COM

Attorney: CAROLYN G. BAIRD

Address: PO BOX 987
ANDERSON, SC 29627

Telephone: 864-224-3474

Email: CAROLYN@JONESFIRM.COM

Jones Law Firm, P.A.
P. O. Box 987
Anderson, SC 29622
Attn: ccob

STATE OF SOUTH CAROLINA)
)
COUNTY OF: ANDERSON)
)
IN THE MATTER OF:)
SCOTT FRANCIS MCADAMS)
(Decedent))



IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2021-ES-04-01301 2

On the 15 day of July, 2022, I mailed or delivered the following document(s):

Notice of Disallowance of Claim

- A copy of which is attached hereto and incorporated herein, or
- The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

JUL 15 2022

- personal delivery
- certified mail
- commercial delivery
- ordinary first-class mail
- registered mail
- electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
DANIEL DRAISEN, ESQUIRE	2006 NORTH MAIN STREET, ANDERSON, SC 29621

SWORN to before me this 15th day of July, 2022

Cherry L. Smith
 Notary Public for South Carolina
 My Commission Expires: 06-23-2027

Signature: *Patricia C. Milford*
 Print Name: PATRICIA C. MILFORD
 Address: PO BOX 987
 ANDERSON, SC 29622
 Telephone (Work): _____
 (Home): _____
 (Cell): 864-224-3474
 E-mail: PATTI@JONESFIRM.COM

Relationship to Decedent/Estate: _____

Jones Law Firm, P.A.
P. O. Box 987
Anderson, SC 29622
Attn: C. W. D.

KL

STATE OF SOUTH CAROLINA,)
)
 COUNTY OF ANDERSON)
)
 CASEY PUTNAM and ARCH HARRELL,)
 Petitioner,)
)
 vs.)
)
 JAMIE MARIE MCADAMS, as Personal)
 Representative of the Estate of Scott Francis)
 McAdams,)
)
 Respondent(s).)

IN THE PROBATE COURT

SUMMONS

CASE NO. 2021-ES-04-001301 - 2



TO THE RESPONDENT(S) ABOVE-NAMED:

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

ANDERSON, South Carolina

Dated: August 8, 2022

Address: 2006 North Main Street,
 ANDERSON, SC 29621

[Handwritten Signature]

 Petitioner/Attorney for Petitioner

IMAGED *[Handwritten initials]*

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF ANDERSON)

IN THE MATTER OF:)

SCOTT FRANCIS MCADAMS)
(Decedent))

CASE NUMBER: 2021 ES 04 01301 - 2

CASEY PUTNAM and ARCH HARRELL

Petitioner(s)

***PETITION FOR
ALLOWANCE OF CREDITOR CLAIM**

vs.

JAMIE MARIE MCADAMS, as Personal
Representative of the Estate of Scott Francis
McAdams

Respondent(s)



The undersigned petitions the Court to allow the following claims against the Estate in the amounts set forth below:

<u>Creditor Name and Address</u>	<u>Amount of Claim</u>
Casey Putnam and Arch Harrell	\$12,200

In support of this Petition, Petitioner incorporates the claim(s) referenced above as presented to the Court and alleges that each claim is valid and (i) was presented within the period for the presentation of claims as provided by law and/or (ii) any claim not yet presented is attached to this Petition and made a part hereof and is being presented within the period for the presentation of claim(s) as provided by law.

(Other:) See Attached

Executed this 8th day of August, 2022.

Signature: *Daniel L. Draisen*
 Print Name: Daniel L. Draisen, Esq.
 Address: 2006 North Main Street
Anderson, South Carolina 29621
 Telephone (Work): 864 888-8887
 (Home): _____
 (Cell): _____
 Email: daniel@injuredSC.com

Attorney: Same as above
 Address: _____
 Telephone: _____
 Email: _____

***NOTE: THIS IS A FORMAL PROCEEDING. IN ADDITION TO A PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC) AND PAY THE STATUTORY FILING FEE OF \$150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**



STATE OF SOUTH CAROLINA COUNTY OF ANDERSON	IN THE COURT OF COMMON PLEAS C/A No. 2022-CP-04-00474
<p>Community Loan Servicing, LLC,</p> <p>Plaintiff,</p> <p>vs.</p> <p>Jamie Marie McAdams, individually, and as Personal Representative of the Estate s of Robin C. Winter, deceased, and Scott F. McAdams, deceased; Dustin Winter TeBrugge; Greta Marie McAdams; Tracy Christine McAdams; Discover Bank; Duke Medicine; Carolina Mountain Emergency Medicine; Capital One; Prisma Health Upstate; and University Medical Group of Prisma Health – Upstate,</p> <p>Defendants.</p>	<p>NOTICE OF MOTION AND MOTION TO INTERVENE</p>

COMES NOW CASEY PUTNAM and notifies the Plaintiff and the Defendants in the within action that he will move before the Honorable Court, within ten (10) days of the date hereof, or at such date and time as may be set by the Court, for an Order allowing Ms. Putnam to intervene in the within matter for the reasons set forth herein below.

MOTION TO INTERVENE

COMES NOW CASEY PUTNAM and moves the Court, pursuant to SCRCP, Rule 24, to intervene in the within matter as a party Plaintiff. By virtue of that certain Standard Residential Lease Agreement entered into by and between Defendant Scott F. McAdams, deceased, and the movant on August 5, 2020 for the property located at 109 Center Street, Williamston, South

Carolina (hereinafter the "Agreement) (see copy of Standard Residential Lease Agreement attached hereto and incorporated by reference thereto as Exhibit A).

The Agreement containing an express Option to Purchase as follows:

ADDITIONAL PROVISIONS.

option to purchase, \$50,000 negotiable

and movant notified the Personal Representative of the Estate of Scott F. McAdams, Defendant Jamie Marie McAdams, in writing of her intention to exercise the Option to Purchase for \$50,000.00, Casey Putnam has an interest in the property which is the subject of the action and she is so situated that the disposition of the action may, as a practical matter, impair or impede her ability to protect her interest in the property that is the subject of the within foreclosure action.

Pursuant to SCRCP, Rule 11, Counsel for Ms. Putnam asserts that he was unable to confer with the Defendants regarding this Motion because as of the date of filing of this Motion, counsel has not yet ascertained who all the parties' representatives are.

Pursuant to Rule 24(b): In exercising its discretion the Court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties. Ms. Putnam asserts that there will be no undue delay or prejudice to the parties because the within issues need to be addressed for the proper adjudication of the matter, and it is more judicially efficient to address them at this time rather than through subsequent appeals or actions to remedy the deficiencies.

WHEREFORE, the Movant, Casey Putnam, prays for the following relief:

1. That the Court allow Casey Putnam, pursuant to Rule 24, to intervene in the within matter for the purpose of protecting her interest (as the holder of an Option to Purchase) in the property which is the subject of the action as the disposition of the action as is it presently postured may, as a practical matter, impair or impede her ability to protect her interest in the property that is the subject of the within foreclosure action; and
2. For such other and further relief and the Court may deem just and proper.

Respectfully submitted,

THE INJURY LAW FIRM, PC

s/Daniel L. Draisen

DANIEL L. DRAISEN (SC Bar# 13536)

2006 North Main Street

Anderson, South Carolina 29621

(864) 888-8887

daniel@injuredSC.com

ATTORNEY FOR THE INTERVENOR

October 3, 2022
Anderson, South Carolina

EXHIBIT A

STANDARD RESIDENTIAL LEASE AGREEMENT

PARTIES. This Residential Lease Agreement ("Agreement") made this 5th day of August, 2020 is between:

Landlord Name: Scott McAdams ("Landlord")

Landlord Address: 410 Hwy 413 Belton S.C. 29627, AND

Tenant(s): Casey Putnam, Arch Harrell,
_____, _____ ("Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

LEASE TERM. This Agreement shall begin on the 1 day of August, 2020 and end on the 1st day of August, 2022, hereinafter known as the "Lease Term".

PROPERTY. The Landlord agrees to lease the described property to the Tenant:

Address: 109 Center St Williamston S.C. 29697 ("Premises").

Residence Type: Single-family Apartment Condominium Other: _____

OCCUPANTS. The Premises is to be used as a residential dwelling only. The Tenant:

WILL have additional Occupant(s) residing in the Premises:

Gracie Putnam ("Occupant(s)")

WILL NOT have additional Occupants residing in the Premises.

RENT. The rent to be paid by the Tenant to the Landlord throughout the term of this Agreement is to be made in monthly installments of \$800 ("Rent") and shall be due on the 5th day of each month ("Due Date").

The rent should be paid in the following manner: Direct Deposit Upstate Federal or Cash to Scott McAdams.

RENT PRE-PAYMENT. The Tenant will (check one):

- Not be Pre-paying Rent.
- Pre-pay Rent in the amount of \$_____. Equal to _____ day(s), starting on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____.

SECURITY DEPOSIT. Upon the due execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$NA receipt of which is hereby acknowledged by the Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to the Tenant, less any itemized deductions, within NA days after the end of the Lease Term.

FURNISHINGS. The Premises is (check one):

- Not furnished.
- Furnished with the following items: _____

LATE FEE. If Rent is unpaid by the Due Date:

- The Tenant will NOT be charged a late fee.
- If rent is not paid within _____ days of the Due Date, the Tenant will be charged a Late Fee of \$_____.

RETURNED CHECKS. If the Tenant submits a check that bounces due to insufficient funds:

- The Tenant will NOT be charged a fee.
- The Tenant will be charged a fee of \$ bank fees per incident.

UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant: tenants pay all utilities

APPLIANCES. The Landlord shall provide the following appliances:
Stove, Dishwasher, Microwave , OR

- Appliances are not provided.

PARKING. The Tenant (check one):

- Is allotted NA parking space(s):

- Free of charge (included in Rent)

- At a cost of \$_____ to be paid: at the start of the lease, or on a monthly recurring basis. The parking lot(s) can be described as:

_____.

- Is NOT provided parking.

MOVE-IN INSPECTION. At the start of the Lease Term, the Parties shall (check one):

- Not jointly inspect the Premises.

- Inspect the Premises and record any apparent damages or potential repairs on a move-in checklist.

NOTICES. Any and all notices sent by the Landlord or the Tenant to each other shall be sent to the following addresses:

Landlord Mailing Address: 410 Hwy 413 Belton S.C. 29627 .

Tenant Mailing Address: 109 Center St Williamston S.C. 29697 .

AGENT / MANAGER. The Landlord (check one):

- **DOES** have a manager on the Premises. They can be contacted for maintenance and repair requests at:

Agent/Manager Name: _____

Phone: _____ Email: _____

- **Does NOT** have a manager on the Premises.

SALE OF PROPERTY. In the event the Premises is sold, the Landlord is to notify the Tenant as to the name(s) of the new Owner and Manager (if applicable), and provide contact information for requesting repairs. The new Owner:

- Does NOT have the right to terminate the Agreement.
- Has the right to terminate the Agreement, so long the Tenant is delivered a notice ____ days' in advance of the termination.

PETS. The Tenant is (check one):

- NOT permitted to have pets of any nature on the Premises.
- Permitted to have NA pet(s) on the Premises, ONLY consisting of NA _____ . (Pet type(s))

If permitted, the Landlord shall:

- Charge a (refundable non-refundable) fee of \$_____, unless there are damages that result from the pet(s).
- NOT charge a fee for the Tenant's right to have pet(s) on the premises.

SMOKING. Smoking on the Premises is (check one):

- NOT permitted on the Premises and common areas.
- Permitted in the following areas ONLY: Outside _____ .

SMOKE DETECTORS. The Tenant shall inspect and certify that the Premises has a working smoke detector or detectors within NA days after taking possession thereof. If such detector(s) are not working the Tenant shall notify the Landlord promptly. The Tenant shall be responsible for keeping all smoke detectors in working order and with working batteries. The Tenant shall not disable or alter such detector(s).

INSPECTION OF PREMISES. The Landlord and the Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon by providing twenty-four (24) hours' notice. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs,

fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

MAINTENANCE, REPAIR, & ALTERATIONS. Tenant will, at the Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Agreement and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

LIABILITY. The Landlord shall not be liable for any damages or losses to the Tenant, its occupants, guests, invitees or other persons regardless of the cause therefore, unless caused by the gross negligence or willful misconduct of the Landlord. The Tenant shall indemnify, defend and hold the Landlord harmless from any and all loss, damage or claims of any type due to the actions of the Tenant, its occupants, guests or other invitees resulting in damage to any person or property.

RECEIVED

Dec 27 2024

SC Court of Appeals

DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) the Tenant does not pay rent or other amounts that are owed; (b) the Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) the Tenant abandons the Premises; (d) the Tenant gives incorrect or false information in the rental application; (e) the Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

ABANDONMENT. Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the State mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.

COMPLIANCE WITH LAW. The Tenant agrees that during the Lease Term, that they shall promptly comply with any present and future laws, ordinances, orders, rules, regulation, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

ELECTRONICALLY FILED - 2022 Oct 03 2:52 PM - ANDERSON - COMMON PLEAS - CASE#2022CP0400474

GUESTS. The Tenant is NOT permitted to have persons living on the Premises other than the Tenant and Occupant(s) listed Section 4. Guests to the Premises can stay for a maximum of forty-eight (48) hours unless the Tenant obtains written approval from the Landlord.

INSURANCE. The Tenant is advised and understands that the personal property of the Tenant is not insured by the Landlord against any damage or loss, and the Tenant agrees that the Landlord shall have no liability in connection with any such damage or loss. The Tenant shall procure renter's insurance to protect the Tenant's property and for liability claims, and shall provide evidence thereof to the Landlord upon the Landlord's request.

ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

JOINT AND SEVERAL. If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all

access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

POSSESSION & SURRENDER. Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. Upon termination of the Agreement, Tenant shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.

PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

GOVERNING LAW. This Agreement shall be governed by the laws of the state of South Carolina.

LEAD BASED PAINT. The Premises (check one):

- Was not built prior to 1978.
- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

ADDITIONAL PROVISIONS.

option to purchase, \$50,000 negotiable

ENTIRE AGREEMENT. This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Parties. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

LANDLORD(S) SIGNATURE

Landlord's Signature 

TENANT(S) SIGNATURE

Tenant's Signature 

Tenant's Signature 

58020.F51151

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Community Loan Servicing, LLC

PLAINTIFF,

vs.

Jamie Marie McAdams, Individually and as Personal Representative of the Estates of Robin C. Winter, deceased, and Scott F. McAdams, deceased; Dustin Winter TeBrugge; Greta Marie McAdams; Tracy Christine McAdams; Discover Bank; Duke Medicine; Carolina Mountain Emergency Medicine; Capital One; Prisma Health Upstate; and University Medical Group of Prisma Health - Upstate,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: **2022CP0400474**

(NON-JURY MORTGAGE FORECLOSURE)

NOTICE OF FINAL HEARING

TO THE DEFENDANTS ABOVE NAMED:

PLEASE TAKE NOTICE THAT a hearing will be held before Steven C. Kirven, Master in Equity for Anderson County, on **November 7, 2022, at 10:45AM** for the purposes of taking testimony, making findings of facts and conclusions of law, and to enter final judgment therein without further order of the court. **This hearing will be held at the Anderson County Courthouse, 100 South Main Street, 3rd Floor, Courtroom #2, Anderson, SC.**

You will also take notice that the Plaintiff's attorney will submit written testimony on behalf of the Plaintiff pursuant to South Carolina Code Ann. §14-11-110 (as amended). All issues raised in the pleadings will be decided at this hearing. As a result of the hearing, a foreclosure sale could be ordered as soon as allowed by law after the foreclosure hearing.

Additionally, if you plan to attend this hearing, please send an email to hearings@finkellaw.com or leave a message for the firm's scheduling clerk at (843) 577-5460 to notify us of your intent to appear, so that we may notify you in advance if the hearing is canceled for any reason.

s/Thomas A. Shook, SC Bar # 68340
FINKEL LAW FIRM LLC
Attorneys for Plaintiff
Post Office Box 71727
N. Charleston, SC 29415
(843) 577-5460
ashook@finkellaw.com

This is an attempt to collect a debt and any information provided will be used for that purpose. However, if the debtor is in active bankruptcy or has received a discharge of the debt in bankruptcy, this communication is not an attempt to collect a debt but is intended for informational purposes only.

58020.F51151

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Community Loan Servicing, LLC

PLAINTIFF,

vs.

Jamie Marie McAdams; et al.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2022CP0400474

(NON-JURY MORTGAGE FORECLOSURE)

CERTIFICATE OF SERVICE BY MAIL

I, Ana Silva, do hereby certify that I served a copy of the **Notice of Foreclosure Hearing** on the persons as listed below, by depositing same in the United States Mail, postage prepaid, at Charleston, South Carolina, where there is regular communication by mail, on October 14, 2022.

OCCUPANT
109 Center Street
Williamston, SC 29697

Dustin Winter TeBrugge
104 North River Hills Drive
Spartanburg, SC 29303

Greta Marie McAdams
75 North Main Street, #105
Willits, CA 95490

Tracy Christine McAdams
11640 N. Tatum Blvd., Unit 1100
Phoenix, AZ 85028

Duke Medicine
c/o: Pamela J. Bernard, R/A
310 Blackwell Street, 4th Floor
Durham, NC 27701

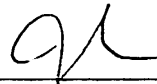
Capital One
Capital One Financial Group
1680 Capital One Drive
McLean, VA 22102

Discover Bank
Richardson, Plowden & Robinson, PA
Attorney(s) of Record:
1900 Bamwell Street
Columbia, SC 29201

Prisma Health Upstate
300 East McBee Avenue, Suite 410
Greenville, SC 29601

University Medical Group of Prisma Health – Upstate
7 Independence Pointe, Suite 140
Greenville, SC 29615

Carolina Mountain Emergency Medicine
c/o: Stace E. Horine, Agent
53 Cedar Hill Dr.
Asheville, NC 28803



Ana Silva, Foreclosure Paralegal
FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, SC 29415
(843) 577-5460

58020.F51151
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Nationstar Mortgage, LLC,

PLAINTIFF,

vs.

Jamie Marie McAdams, Individually and as
Personal Representative of the Estates of
Robin C. Winter, deceased, and Scott F.
McAdams, deceased; Dustin Winter
TeBrugge; Greta Marie McAdams; Tracy
Christine McAdams; Discover Bank; Duke
Medicine; Carolina Mountain Emergency
Medicine; Capital One; Prisma Health
Upstate; and University Medical Group of
Prisma Health - Upstate,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2022CP0400474

STIPULATION OF DISMISSAL

The plaintiff and the answering defendant(s) hereby stipulate to the dismissal of this
action pursuant to Rule 41(a)(1), SCRCP.¹

By: s/Thomas A. Shook, SC Bar # 68340
FINKEL LAW FIRM LLC
Attorneys for Plaintiff
Post Office Box 71727
N. Charleston, SC 29415
(843) 577-5460
ashook@finkellaw.com

Daniel L. Draisen, SC Bar# 13536
Attorney for Casey Putnam
2006 North Main Street
Anderson, South Carolina 29621
(864) 888-8887
daniel@injuredSC.com

By: s/Carolyn G. Baird, SC Bar # 480
Jones, Law Firm, PA
Post Office Box 987
Anderson, SC 29622
(864) 224-3474
Carolyn@jonesfirm.com

¹ The movant/submitting attorney affirmatively states (s)he has obtained the required consent(s) shown on this document.

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

CASEY PUTNAM and ARCH HARRELL,

Plaintiffs,

-vs-

**JAMIE MARIE McADAMS,
individually, and as (successor)
Personal Representative of the
ESTATE OF ROBIN C. WINTER,
deceased, and Personal Representative
of the ESTATE OF SCOTT F.
McADAMS, deceased; DUSTIN
WINTER TeBRUGGE; GRETA
MARIE McADAMS; and TRACY
CHRISTINE McADAMS,**

Defendants.

SUMMONS

C/A No. 2022-CP-04-_____

(NON-JURY)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at his office at 2006 North Main Street, Anderson, South Carolina 29621, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the said relief demanded in the Complaint.

TO INFANT(S) OVER FOURTEEN YEARS OF AGE (AN IMPRISONED PERSON):

You are further summoned and notified to apply for the appointment of a Guardian ad Litem to represent you in this action within 30 days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) herein.

TO INFANT(S) UNDER FOURTEEN YEARS OF AGE (INCOMPETENT OR INSANE) AND TO, (GENERAL OR TESTAMENTARY GUARDIAN) (COMMITTEE) WITH WHOM (S)HE/(THEY) RESIDE(S):

You are further summoned and notified to apply for the appointment of a Guardian ad Litem to represent said infant(s) under 14 years of age (said incompetent or insane person) within 30 days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) herein.

THE INJURY LAW FIRM, P.C.

November 15, 2022

s/Daniel L. Draisen (SC Bar# 13536)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

CASEY PUTNAM and ARCH HARRELL,

Plaintiffs,

-vs-

COMPLAINT

C/A No. 2022-CP-04-_____

(NON-JURY)

**JAMIE MARIE McADAMS,
individually, and as (successor)
Personal Representative of the
ESTATE OF ROBIN C. WINTER,
deceased, and Personal Representative
of the ESTATE OF SCOTT F.
McADAMS, deceased; DUSTIN
WINTER TeBRUGGE; GRETA
MARIE McADAMS; and TRACY
CHRISTINE McADAMS,**

Defendants.

The Plaintiffs, complaining of the Defendants herein, would respectfully show unto the Court and allege as follows:

1.

The Plaintiffs, **CASEY PUTNAM and ARCH HARRELL**, are citizens and residents of the County of Anderson, State of South Carolina.

2.

The Plaintiffs are informed and believe that Defendant **JAMIE MARIE McADAMS, individually, and as (successor) Personal Representative of the ESTATE OF ROBIN C.**

WINTER, deceased, and Personal Representative of the ESTATE OF SCOTT F. McADAMS, deceased, is a citizen and resident of the County of Spartanburg, State of South Carolina. Defendant Jamie Marie McAdams is the duly appointed successor Personal Representative of the Estate of Robin C. Winter, deceased, by Order of Appointment of the Anderson County Probate Court in Probate Case No. 2014-ES-04-00820-2, and is the duly appointed Personal Representative of the Estate of Scott F. McAdams, deceased, by Order of Appointment, dated October 11, 2021, of the Anderson County Probate Court in Probate Case No. 2021-ES-04-01301-2.

3.

Upon information and belief, Defendant **DUSTIN WINTER TeBRUGGE** is a citizen and resident of Mt. Pleasant, Charleston County, South Carolina; Defendant **GRETA MARIE McADAMS** is a citizen and resident of Willits, Mindocino County, California; and **TRACY CHRISTINE McADAMS** is a citizen and resident of Phoenix, Maricopa County, Arizona.

4.

The real property (hereinafter "Property") at issue in this matter is located in the County of Anderson, State of South Carolina, and is more particularly described as follows:

All that certain piece, parcel or lot of land lying and being situate, in the County of Anderson, State of South Carolina, being shown and designated as Lot Number Forty (40), on a plat prepared by R.D. Garrison RLS #3972, dated May 21, 1999, recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 1028 at Page 6-A. For a more complete description as to metes, bounds, courses and distances reference to said plat is hereby invited which is incorporated herein by reference thereto.

This being the same property conveyed to Robin C. Winter by Quit Claim Deed of LaSalle National Bank, as Trustee Under the Pooling and Servicing Agreement Dated 06-01-1999, Series 1999-2, dated January 18, 2022, recorded January 29, 2002 in Deed Book 4576, Page 142 of the Register of Deeds Office for Anderson County, South Carolina.

TMS# 221-12-01-011

4

5.

All parties, matters, and things herein are within the jurisdiction of this Court.

FOR A FIRST CAUSE OF ACTION
(Breach of Agreement - Specific Performance)

6.

On or about August 5, 2020, the Plaintiffs and Scott McAdams, individually, and as duly appointed Personal Representative of the Estate of Robin C. Winter, deceased, acting with actual or apparent authority, entered into a Standard Residential Lease Agreement (with purchase option provision) (hereinafter the "Agreement") for the Property located at 109 Center Street, Williamston, South Carolina (a copy of the Agreement is attached hereto as Exhibit A and incorporated by reference thereto.)

7.

The Agreement was drafted by or at the direction of Scott McAdams. The Plaintiffs did not write the Agreement. As such, any ambiguities are to be construed most favorably to the Plaintiffs and against the Defendants.

8.

In relevant part, the Agreement provides as follows:

LEASE TERM. This Agreement shall begin on the 1 day of August, 2020 and end on the 1st day of August, 2022, hereinafter known as the "Lease Term."

PROPERTY. The Landlord agrees to lease the described property to the Tenant:
Address: 109 Center St Williamston S.C. 29697 ("Premises").

RENT: The rent to be paid by the Tenant to the Landlord throughout the term of this Agreement is to be made in monthly installments of \$800 ("Rent") and shall be due on the 5th day of each month ("Due Date").
The rent should be paid in the following manner: Direct Deposit Upstate Federal or Cash to Scott McAdams.

5

ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

ADDITIONAL PROVISIONS. Option to purchase, \$50,000 negotiable

9.

Plaintiffs timely made all monthly payments as required by the Agreement up until around July 2021 when Scott McAdams passed away. Upon the advice of counsel, Plaintiffs ceased making payments until someone was appointed Personal Representative. In November, 2021, Defendant Jamie Marie McAdams was appointed Personal Representative. On December 10, 2021, Plaintiffs paid Ms. McAdams the total sum of \$3,900 for July through December, less out of pocket repairs made by the Plaintiffs, as agreed by Ms. McAdams. The Plaintiffs made timely payments thereafter through April 2022 when the Plaintiffs received notification that Defendant Jamie Marie McAdams had not been making the monthly mortgage payments on the Property and that the Property had gone into foreclosure.

10.

The Plaintiffs immediately contacted Defendant Jamie Marie McAdams upon learning that the Property was in foreclosure, advised that they would not make any additional payments on the Property due to the foreclosure and the risk of loss of the Property until the property was out of foreclosure, and that they wanted the sale of the property to them arranged.

11.

Thereafter, Defendant McAdams attempted to have the Plaintiffs evicted on June 3, 2022.

12.

In July, the Plaintiffs formally notified Defendant McAdams that they wanted to exercise the Option to purchase the Property for \$50,000 as stated in the Agreement. Defendant McAdams responded via text message and advised that she and Dustin were working out the legal end of things and would work out a purchase transaction after then. On December 7, 2021, Defendant McAdams sent a text to the Plaintiffs and said that she and Dustin had decided to keep the home as a rental and had no intention of selling it to the Plaintiffs.

13.

In July, October, November and December 2021, Plaintiff Casey Putnam had verbal discussions with Defendant Jamie Marie McAdams wherein she notified McAdams that she wished to exercise the purchase option and to buy the Property per the terms of the Agreement. Plaintiff Casey Putnam also asked about the purchase in January, March and April 2022; however, the Defendant McAdams has failed and refused, and continues to fail and to refuse, despite repeated demands to sell and to transfer the title to the Property for \$50,000 to the Plaintiffs per the terms of the Agreement.

14.

On June 6, 2022, Plaintiff Casey Putnam sent written notice to Defendant Jamie Marie McAdams that she wished to exercise the option to purchase the Property, asked for a payoff statement from the bank to determine what amount of the proceeds from the purchase price would have to be paid to get the Property released from the mortgage, and requested a closing. (copy of the letter dated June 6, 2022 is attached hereto as Exhibit B and incorporated by reference thereto).

15.

The Plaintiff has made monthly payments in the amount of \$800.00 and has otherwise acted substantially in compliance with the terms of the Agreement (up until the property went into foreclosure, at which point the Plaintiffs promptly gave notice that they wanted to exercise the purchase option).

16.

Having given notice that the Plaintiffs wished to exercise their option to purchase in July 2021, Defendant Jamie Marie McAdams has failed and refused, despite repeated demands, to close on the sale of the property to the Plaintiffs, free and clear of any liens or encumbrances, as required by the terms of the Agreement and is therefore in breach of the Agreement he entered into with the Plaintiffs.

17.

Defendants Dustin Winter TeBrugge, Greta Marie McAdams, and Tracy Christine McAdams have been named as party Defendants in this matter because, upon information and belief, they may claim some right, title or interest in and to the subject Property by virtue of being heirs or beneficiaries of the Estate of Robin C. Winter or the Estate of Scott F. McAdams, any such interest, if any, being junior to and subject to the rights of the Plaintiffs created by the Agreement giving them the option to purchase the subject Property.

18.

Plaintiffs assert that if the Defendants do not transfer title to the Property as agreed, they would have no adequate remedy at law other than specific performance of the Agreement because each parcel or tract of land is distinct and unique, has a specific geographic location, and no amount of money damages would place the Plaintiffs in the same position they would have been had the

Defendants not breached the Agreement and completed the sale of the Property to the Plaintiffs.

19.

The Plaintiffs are entitled to specific performance of the terms, conditions, and provisions of the Contract by Court decree, ordering among other things, that Defendant Jamie Marie McAdams, individually, and as Personal Representative of the Estate of Robin C. Winter and Personal Representative of the Estate of Scott F. McAdams, transfer good and marketable fee simple title to the Property to the Plaintiffs for the sum of \$50,000, free and clear of any liens or encumbrances, as required by the Agreement.

FOR A SECOND CAUSE OF ACTION
(Breach of Agreement - Damages)

20.

The Plaintiffs hereby incorporate all of the previous allegations of their Complaint as if fully restated herein.

21.

The Agreement provides as follows:

ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

22.

Plaintiffs assert that this provision likewise entitles them, should it become necessary for them to employ an attorney to enforce the conditions or covenants of the Agreement, to an award of all expenses, including a reasonable attorney's fee, incurred in enforcement of the Agreement

23.

As a direct and proximate result of the Defendant Jamie Marie McAdams' breach of the Agreement as is more fully set forth above herein, the Plaintiffs have been forced to retain the services of an attorney to protect their interests and to incur the cost thereof, all to the Plaintiffs' damage in an amount to be determined by the Court at the trial of this case.

WHEREFORE, The Plaintiffs pray that they have judgment against the Defendants as follows:

1. That the Defendants be ordered to specifically perform and, in exchange for payment by the Plaintiffs in the amount of \$50,000, to execute a proper Title to Real Estate transferring good and marketable fee simple title to the Property, free and clear of any liens or encumbrances, to the Plaintiffs as required by the Agreement;

2. That the Court determine that the interests of Defendants Dustin Winter TeBrugge, Greta Marie McAdams, and Tracy Christine McAdams, if any, are junior to and subject to the rights of the Plaintiffs created by the Agreement giving them the option to purchase the subject Property;

3. That the Plaintiffs be awarded damages for breach of the Agreement in an amount to be determined by the Court at the trial of this case, including their attorneys' fees and all costs of litigation, all actual, consequential, and special damages, plus prejudgment interest at the maximum rate allowed by law; and

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

Respectfully submitted,

THE INJURY LAW FIRM, P.C.

s/Daniel L. Draisen

DANIEL L. DRAISEN (SC Bar # 13536)

2006 North Main Street

Anderson, South Carolina 29621

(864) 888-8887

daniel@injuredSC.com

ATTORNEY FOR THE PLAINTIFFS

November 15, 2022
Anderson, South Carolina

EXHIBIT A

STANDARD RESIDENTIAL LEASE AGREEMENT

PARTIES. This Residential Lease Agreement ("Agreement") made this 5th day of August, 2020 is between:

Landlord Name: Scott McAdams ("Landlord")

Landlord Address: 410 Hwy 413 Belton S.C. 29627, AND

Tenant(s): Casey Putnam, Arch Harrell,
_____, _____ ("Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

LEASE TERM. This Agreement shall begin on the 1 day of August, 2020 and end on the 1st day of August, 2022, hereinafter known as the "Lease Term".

PROPERTY. The Landlord agrees to lease the described property to the Tenant:

Address: 109 Center St Williamston S.C. 29697 ("Premises").

Residence Type: Single-family Apartment Condominium Other: _____

OCCUPANTS. The Premises is to be used as a residential dwelling only. The Tenant:

WILL have additional Occupant(s) residing in the Premises:

Gracie Putnam ("Occupant(s)")

WILL NOT have additional Occupants residing in the Premises.

RENT. The rent to be paid by the Tenant to the Landlord throughout the term of this Agreement is to be made in monthly installments of \$800 ("Rent") and shall be due on the 5th day of each month ("Due Date").

The rent should be paid in the following manner: Direct Deposit Upstate Federal or Cash to Scott McAdams.

RENT PRE-PAYMENT. The Tenant will (check one):

- Not be Pre-paying Rent.

- Pre-pay Rent in the amount of \$_____. Equal to _____ day(s), starting on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____.

SECURITY DEPOSIT. Upon the due execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$NA receipt of which is hereby acknowledged by the Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to the Tenant, less any itemized deductions, within NA days after the end of the Lease Term.

FURNISHINGS. The Premises is (check one):

- Not furnished.

- Furnished with the following items: _____
_____.

LATE FEE. If Rent is unpaid by the Due Date:

- The Tenant will NOT be charged a late fee.

- If rent is not paid within _____ days of the Due Date, the Tenant will be charged a Late Fee of \$_____.

RETURNED CHECKS. If the Tenant submits a check that bounces due to insufficient funds:

- The Tenant will NOT be charged a fee.

- The Tenant will be charged a fee of \$ bank fees per incident.

UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant: tenants pay all utilities
_____.

APPLIANCES. The Landlord shall provide the following appliances:

Stove, Dishwasher, Microwave, OR

- Appliances are not provided.

PARKING. The Tenant (check one):

- Is allotted NA parking space(s):

- Free of charge (included in Rent)

- At a cost of \$_____ to be paid: at the start of the lease, or on a monthly recurring basis. The parking lot(s) can be described as:

_____.

- Is NOT provided parking.

MOVE-IN INSPECTION. At the start of the Lease Term, the Parties shall (check one):

- Not jointly inspect the Premises.

- Inspect the Premises and record any apparent damages or potential repairs on a move-in checklist.

NOTICES. Any and all notices sent by the Landlord or the Tenant to each other shall be sent to the following addresses:

Landlord Mailing Address: 410 Hwy 413 Belton S.C. 29627.

Tenant Mailing Address: 109 Center St Williamston S.C. 29697.

AGENT / MANAGER. The Landlord (check one):

- **DOES** have a manager on the Premises. They can be contacted for maintenance and repair requests at:

Agent/Manager Name: _____

Phone: _____ Email: _____

- **Does NOT** have a manager on the Premises.

SALE OF PROPERTY. In the event the Premises is sold, the Landlord is to notify the Tenant as to the name(s) of the new Owner and Manager (if applicable), and provide contact information for requesting repairs. The new Owner:

- Does NOT have the right to terminate the Agreement.
- Has the right to terminate the Agreement, so long the Tenant is delivered a notice ____ days' in advance of the termination.

PETS. The Tenant is (check one):

- NOT permitted to have pets of any nature on the Premises.
- Permitted to have NA pet(s) on the Premises, ONLY consisting of NA _____ . (Pet type(s))

If permitted, the Landlord shall:

- Charge a (refundable non-refundable) fee of \$_____, unless there are damages that result from the pet(s).
- NOT charge a fee for the Tenant's right to have pet(s) on the premises.

SMOKING. Smoking on the Premises is (check one):

- NOT permitted on the Premises and common areas.
- Permitted in the following areas ONLY: Outside _____ .

SMOKE DETECTORS. The Tenant shall inspect and certify that the Premises has a working smoke detector or detectors within NA days after taking possession thereof. If such detector(s) are not working the Tenant shall notify the Landlord promptly. The Tenant shall be responsible for keeping all smoke detectors in working order and with working batteries. The Tenant shall not disable or alter such detector(s).

INSPECTION OF PREMISES. The Landlord and the Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon by providing twenty-four (24) hours' notice. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs,

fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

MAINTENANCE, REPAIR, & ALTERATIONS. Tenant will, at the Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Agreement and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

LIABILITY. The Landlord shall not be liable for any damages or losses to the Tenant, its occupants, guests, invitees or other persons regardless of the cause therefore, unless caused by the gross negligence or willful misconduct of the Landlord. The Tenant shall indemnify, defend and hold the Landlord harmless from any and all loss, damage or claims of any type due to the actions of the Tenant, its occupants, guests or other invitees resulting in damage to any person or property.

RECEIVED

Dec 27 2024

SC Court of Appeals

DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) the Tenant does not pay rent or other amounts that are owed; (b) the Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) the Tenant abandons the Premises; (d) the Tenant gives incorrect or false information in the rental application; (e) the Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

ABANDONMENT. Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the State mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.

COMPLIANCE WITH LAW. The Tenant agrees that during the Lease Term, that they shall promptly comply with any present and future laws, ordinances, orders, rules, regulation, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

ELECTRONICALLY FILED - 2022 Nov 15 8:49 AM - ANDERSON - COMMON PLEAS - CASE#2022CP0402359

GUESTS. The Tenant is NOT permitted to have persons living on the Premises other than the Tenant and Occupant(s) listed Section 4. Guests to the Premises can stay for a maximum of forty-eight (48) hours unless the Tenant obtains written approval from the Landlord.

INSURANCE. The Tenant is advised and understands that the personal property of the Tenant is not insured by the Landlord against any damage or loss, and the Tenant agrees that the Landlord shall have no liability in connection with any such damage or loss. The Tenant shall procure renter's insurance to protect the Tenant's property and for liability claims, and shall provide evidence thereof to the Landlord upon the Landlord's request.

ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

JOINT AND SEVERAL. If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all

access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

POSSESSION & SURRENDER. Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. Upon termination of the Agreement, Tenant shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.

PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

GOVERNING LAW. This Agreement shall be governed by the laws of the state of South Carolina.

LEAD BASED PAINT. The Premises (check one):

- Was not built prior to 1978.
- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

ADDITIONAL PROVISIONS.


option to purchase, \$50,000 negotiable

ENTIRE AGREEMENT. This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Parties. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

LANDLORD(S) SIGNATURE

Landlord's Signature 

TENANT(S) SIGNATURE

Tenant's Signature 

Tenant's Signature 

EXHIBIT B

Jamie McAdams, please be advised that per our discussion in July, October, and November of 2021, this letter serves as my notice that I elect to exercise the purchase option granted to me by your father. If you obtain a mortgage payoff statement from the bank, I will proceed with a closing.

Your father entered into the agreement with me with actual or apparent authority on behalf of your stepmother's estate, and you are bound to his agreement. The option to purchase is mine, and not yours to reject. Please see attached documents that include the agreement between your father and I, and messages between you and I where you acknowledged the agreement, and later rejected it.

Thank you,

Casey Putnam

864-221-2035

putnamc206618@gmail.com

06/06/2022

Hey Casey. It's jamie McAdams. It sounds like my brother is working on the legal end of things and will work out a purchase transaction when the time comes. Thanks again for the info you shared with me.

Ok. You can pass my number on to him if you would like.

Cool thank you. He and I will meet with probate before the end of the month.

Sounds good

Just keep me in the loop

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

CASEY PUTNAM and ARCH HARRELL,

Plaintiffs,

-vs-

LIS PENDENS

C/A No. 2022-CP-04-_____

(NON-JURY)

**JAMIE MARIE McADAMS,
individually, and as (successor)
Personal Representative of the
ESTATE OF ROBIN C. WINTER,
deceased, and Personal Representative
of the ESTATE OF SCOTT F.
McADAMS, deceased; DUSTIN
WINTER TeBRUGGE; GRETA
MARIE McADAMS; and TRACY
CHRISTINE McADAMS,**

Defendants.

NOTICE IS HEREBY GIVEN that the Plaintiffs above named, by virtue of a Summons and Complaint filed this same date, may claim some right, title or interest in and to the following property:

All that certain piece, parcel or lot of land lying and being situate, in the County of Anderson, State of South Carolina, being shown and designated as Lot Number Forty (40), on a plat prepared by R.D. Garrison RLS #3972, dated May 21, 1999, recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 1028 at Page 6-A. For a more complete description as to metes, bounds, courses and distances reference to said plat is hereby invited which is incorporated herein by reference thereto.

This being the same property conveyed to Robin C. Winter by Quit Claim Deed of LaSalle National Bank, as Trustee Under the Pooling and Servicing Agreement Dated 06-01-1999, Series 1999-2, dated January 18, 2022, recorded January 29,

2002 in Deed Book 4576, Page 142 of the Register of Deeds Office for Anderson County, South Carolina.

TMS# 221-12-01-011

Respectfully submitted,

THE INJURY LAW FIRM, P.C.

s/Daniel L. Draisen

DANIEL L. DRAISEN (SC Bar # 13536)

2006 North Main Street

Anderson, South Carolina 29621

(864) 888-8887

daniel@injuredSC.com

ATTORNEY FOR THE PLAINTIFFS

November 15, 2022
Anderson, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE MAGISTRATE'S COURT
CASE NO.: 2022-CV-0410900531

Jamie McAdams, as personal representative
of the **Estate of Robbin Winter**,
PO Box 433
Converse, SC 29329
(864) 529-4203

Plaintiff,

vs.

Casey Putnam,
109 Center Street
Williamston, SC 29697

Defendant.

**RULE TO VACATE OR
SHOW CAUSE**
(Eviction)

YOU MUST CONTACT THE COURT IN TEN (10) DAYS TO GET A HEARING

Plaintiff has asked the Court to evict you from **109 Center Street, Williamston, SC 29697** because they claim that you have failed to pay rent when due in the amount of \$5,700.00.

You and all other residents are ordered to vacate the premises immediately, or, if you want a court hearing, you must contact the **Williamston Summary Court** within ten (10) days of receiving this notice.

If you do not vacate or contact the Court and request a hearing within ten days, the Court may issue an order authorizing law enforcement to forcibly remove you from the property.

Judge Mary Frances Cole
Williamston Summary Court
12 West Main Street
Williamston, SC 29697
Tel. (864) 847-5560
Fax (833) 609-0695
mfcole@andersoncountysc.org

November 17, 2022
Williamston, South Carolina

Personally appeared before me, the undersigned deponent who, being duly sworn, states that they are over the age of eighteen, that they are not a party to or interested in this action, and that they served, or attempted to serve, the defendant with the Rule to Vacate as follows:

POSTINGS

PERSONAL DELIVERY

1st Post: _____ at _____ am/pm _____

Date delivered: _____ at _____ am/pm

2nd Post: _____ at _____ am/pm _____

Delivered to: _____

SWORN to before me
on this _____ day of _____, 2022

Deponent Signature

Notary Public
My Commission Expires: _____

ON _____, I DEPOSITED IN THE UNITED STATES MAIL A COPY OF THIS DOCUMENT IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) WITH FIRST CLASS POSTAGE AFFIXED THERETO. 00160

MAGISTRATE/CLERK: _____

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE PROBATE COURT

**IN THE MATTER OF:
SCOTT F. McADAMS**

Probate File No. 2021-ES-04-01301-2

**CASEY PUTNAM and ARCH
HARRELL,**

Petitioners,

**NOTICE OF MOTION AND
MOTION TO REMOVE TO
CIRCUIT COURT**

-vs-

**JAMIE MARIE McADAMS, as Personal
Representative of the Estate of SCOTT F.
McADAMS,**

Respondent.

TO: THE RESPONDENT AND HER ATTORNEY, CAROLYN BAIRD, ESQ.,

The Petitioners, by and through their undersigned counsel, hereby move pursuant to S.C Code Ann. §62-1-302 to remove the above-captioned case from the Anderson County Probate Court to the Anderson County Circuit Court.

The Petitioners, in addition to the Creditor's Claim asserted in the within probate action, have filed a Summons and Complaint in the Court of Common Pleas, C/A No. 2022-CP-04-02359, for breach of contract, specific performance, and damages arising out of the breach of a Lease with Purchase Option agreement that is the subject of the Creditor's Claim. Petitioners seek, in the interest of judicial economy, to remove the Creditor's Claim matter to the Circuit Court for the purpose of consolidating both actions.

In accordance with S.C Code Ann. §62-1-302(d)(5) and (f), any action or proceeding filed in the probate court and relating to actions in which a party has a right to trial by jury and which involve an amount in controversy of at least five thousand dollars in value, on motion of a party, or by the court on its own motion, must be removed to the Circuit Court and in these cases the Circuit Court shall proceed upon the matter de novo. Therefore, the Petitioners respectfully request that the above-captioned matter be removed to the Anderson County Court of Common Pleas.

Respectfully submitted,

THE INJURY LAW FIRM, P.C.



DANIEL L. DRAISEN (SC Bar # 13536)

2006 North Main Street

Anderson, South Carolina 29621

(864) 888-8887

daniel@injuredSC.com

ATTORNEY FOR THE RESPONDENT

November 16, 2022
Anderson, South Carolina

STATE OF SOUTH CAROLINA,)
)
COUNTY OF ANDERSON)
)
IN RE: THE MATTER OF)
JAMIE MARIE MCADAMS)
)
)
)

IN THE PROBATE COURT
CASE NO. 2021 ES 04 01301-2
**ORDER OF REMOVAL
TO CIRCUIT COURT**

This matter comes before the Court by *sua sponte* Motion OR This matter comes before the Court upon a Motion for Removal to Circuit Court by Daniel Draisen, Esq. On [DATE November 28, 2022], Daniel Drasiem, Esq. filed a Petition for Relief from the prohibitions of 18 U.S.C. § 922(g)(4) or S.C. Code Ann. § 23-31-1040.

Pursuant to S.C. Code Ann. § 23-31-1030(D), this case may be removed to the circuit court on motion of the Court or motion of the Petitioner made not later than ten days following the date the petition is filed.

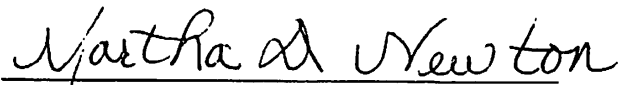
Therefore, it is ORDERED, ADJUDGED, AND DECREED that:

This case is removed to Circuit Court immediately.

IT IS SO ORDERED!

Anderson, South Carolina

Date: November 29, 2022



Hon. Martha D. Newton
Probate Judge for Anderson County

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

Casey Putnam and Arch Harrell

Plaintiff,

vs.

Jamie Marie McAdams, individually,
and as (successor) Personal
Representative of the Estate of Robin
C. Winter, deceased, and Personal
Representative of the Estate of Scott F.
McAdams, deceased; Dustin Winter
TeBrugge. Greta Marie McAdams

Defendants.

IN THE COURT OF COMMON PLEAS

ANSWER AND COUNTERCLAIM

CA. NO.: 2022-CP-04-02359

TO THE PLAINTIFFS ABOVE NAMED, BY AND THROUGH THEIR COUNSEL OF RECORD, DANIEL L. DRAISEN, ESQUIRE:

Defendants, Jamie Marie McAdams, individually, and as (successor) Personal Representative of the Estate of Robin C. Winter, deceased, and Personal Representative of the Estate of Scott F. McAdams, deceased, by and through their undersigned attorney, answers Plaintiffs' Complaint as follows:

1. Each and every allegation of the Complaint not hereinafter admitted is deemed to be denied.
2. Upon information and belief paragraph 1 is admitted.
3. Paragraph 2 is admitted.
4. Answering Defendants are without information sufficient to admit or deny the allegations of paragraph 3.
5. Paragraph 4 is admitted.

6. Paragraph 5 is admitted.
7. Paragraph 6 is admitted.
8. Paragraph 7 is denied.
9. In response to paragraph 8, reference is craved to the document, which speaks for itself.
10. Paragraph 9 is denied.
11. In response to paragraph 10, Defendant McAdams acknowledges that she has had some correspondence with the Plaintiffs.
12. Paragraph 11 is admitted.
13. Paragraph 12 is denied.
14. Paragraph 13 is denied.
15. Paragraph 14 is denied.
16. Paragraph 15 is denied.
17. Paragraph 16 is denied.
18. No response is necessary from the answering Defendants as to the allegations of paragraph 17.
19. Paragraph 18 is denied.
20. Paragraph 19 is denied.
21. In response to paragraph 21, the agreement speaks for itself. Defendants crave reference to the document.
22. Paragraph 22 is denied.
23. Paragraph 23 is denied.

FOR A SECOND DEFENSE

24. Defendants reallege and set forth herein as if repeated verbatim its previous defense.

25. Defendants allege that, pursuant to Rule 12(b)(6), *South Carolina Rules of Civil Procedure*, Plaintiffs' Complaint shall be dismissed as it fails to set forth facts sufficient to constitute a cause of action upon which relief can be granted.

FOR A THIRD DEFENSE

26. Defendants reallege and set forth herein as if repeated verbatim its previous defenses.

27. Defendants allege that the Plaintiffs have waived any claims that it may have against the Defendants.

FOR A FOURTH DEFENSE

28. Defendants reallege and set forth herein as if repeated verbatim its previous defenses.

29. Defendants allege that the Plaintiffs' claims against the Defendants are barred by the doctrine of estoppel.

FOR A FIFTH DEFENSE

30. Defendants reallege and set forth herein as if repeated verbatim its previous defenses

31. Defendants allege the equitable defense of unclean hands as a bar to Plaintiff's Complaint and requested relief.

FOR A SIXTH DEFENSE

32. Defendants reallege and set forth herein as if repeated verbatim its previous defenses.

33. Defendants allege that Plaintiffs failed to satisfy a condition precedent in bringing its causes of action and the Complaint.

**FOR A SEVENTH DEFENSE AND BY WAY OF COUNTERCLAIM FOR A FIRST
CAUSE OF ACTION**
(Breach of Contract)

34. Defendants reallege as if repeated herein verbatim their previous defenses.

35. Plaintiffs and Scott McAdams entered into an agreement dated August 5, 2020. The terms of said agreement, attached to Plaintiff's Complaint are incorporated herein by reference.
36. Pursuant to said agreement, Plaintiffs agreed to pay rent of \$800.00 per month each month on or before the 5th day of each month.
37. The agreement was for a period of time from August 1, 2020 until August 1, 2022. The term has now expired.
38. While Plaintiffs were granted a negotiable option to purchase the property during the term, there was never a meeting of the minds, written agreement as to purchase price or any purchase of the property by the Plaintiffs during the term of the agreement.
39. Plaintiffs have breached the agreement and have caused the Defendants to suffer damages, including but not limited to lost rental income for the premises, failure to vacate the premises at the expiration of the term of the agreement and for attorneys fees as permitted by the agreement between the Plaintiff and the Landlord (as defined in the agreement).

WHEREFORE, having answered the Complaint of the Plaintiffs and set forth their counterclaims, Defendants pray that the Court inquire into the matters set forth herein, dismiss the action against said Defendants, and for such other and further relief as the Court deems just and proper.

/s/ Scott F. Talley
Scott F. Talley, Esquire (SC Bar No. 70364)
TALLEY LAW FIRM, PA
291 S. Pine St.
Spartanburg, South Carolina 29302
864-595-2966
Counsel for Defendants Jamie Marie McAdams,
Individually, and as Personal Representative of the
Estate of Robin C. Winter and the Estate of Scott
F. McAdams

December 1, 2022
Spartanburg, SC

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

CASEY PUTNAM and ARCH HARRELL,

Plaintiffs,

-vs-

REPLY TO COUNTERCLAIM

C/A No. 2022-CP-04-02359

**JAMIE MARIE McADAMS,
individually, and as (successor)
Personal Representative of the
ESTATE OF ROBIN C. WINTER,
deceased, and Personal Representative
of the ESTATE OF SCOTT F.
McADAMS, deceased; DUSTIN
WINTER TeBRUGGE; GRETA
MARIE McADAMS; and TRACY
CHRISTINE McADAMS,**

Defendants.

The Plaintiffs herein, responding to the Counterclaim of the Defendant in the above-stated cause of action, would respectfully show unto the Court and allege:

FOR A FIRST DEFENSE

1. The Plaintiffs deny each and every allegation of the Defendant's Counterclaim not hereinafter admitted, modified or explained and demands strict proof thereof.
2. Subject to the allegations of Plaintiffs' Complaint (which are incorporated herein by reference thereto) and the defenses contained herein below, with regard to Paragraph 36 the Plaintiffs admit that payments of \$800.00 per month were to be paid pursuant to the agreement.

3. Subject to the allegations of Plaintiffs' Complaint (which are incorporated herein by reference thereto) and the defenses contained herein below, with regard to Paragraph 37 the Plaintiffs admit that the agreement was for a term from August 1, 2020 until August 1, 2022. However, the Plaintiffs affirmatively assert that they gave written notice to the Defendant that they wished to exercise the option to purchase during the term. The remaining allegations are denied, and strict proof is demanded thereof.

4. The Plaintiffs expressly deny each and every allegation contained in Paragraphs 38 and 39 of Defendant's Counterclaim and demand strict proof thereof.

FOR A SECOND DEFENSE

5. The Plaintiffs reiterate the allegations contained in their First Defense as if fully restated herein.

6. Pursuant to Rule 12(b)(6), South Carolina Rules of Civil Procedure, the Defendant has failed to state facts sufficient to constitute a cause of action against the Plaintiffs.

FOR A THIRD DEFENSE

7. The Plaintiffs reiterate the allegations contained in their previous Defenses as if fully restated herein.

8. The Agreement at issue in this matter was drafted by or at the request of the Defendant's decedent, Scott F. McAdams. As such, any ambiguities in the written Agreement must be construed, as a matter of law, most favorably towards the non-drafting party, the Plaintiffs, and as against the Defendants.

FOR A FOURTH DEFENSE

9. The Plaintiffs reiterate the allegations contained in their previous Defenses as if fully restated herein.

10. By refusing to sell the property to the Plaintiffs after having been given written notice by the Plaintiffs of their election to exercise the purchase option, and by allowing the property to go into foreclosure, the Defendants breached the Agreement with the Plaintiffs prior to any alleged breaches by the Plaintiffs, which are denied. The Plaintiffs plead prior breach and/or anticipatory breach as a complete defense to Defendant's claims.

FOR A FIFTH DEFENSE

11. The Plaintiffs reiterate the allegations contained in their previous Defenses as if fully restated herein.

12. The Plaintiffs substantially performed all requirements, contractual or otherwise, and standards, in a reasonable manner. As such, the Plaintiffs plead substantial compliance as defense to and bar to Defendant's claims.

FOR A SIXTH DEFENSE

13. The Plaintiffs reiterate the allegations contained in their previous Defenses as if fully restated herein.

14. Defendant's claims may be barred by the doctrines of estoppel, laches, and waiver.

FOR A SEVENTH DEFENSE

15. The Plaintiffs reiterate the allegations contained in their previous Defenses as if fully restated herein.

16. Defendant's claims may be barred by the equitable doctrine of unclean hands.

FOR AN EIGHTH DEFENSE

17. The Plaintiffs reiterate the allegations contained in their previous Defenses as if fully restated herein.

18. Defendant's claims may be barred by the doctrine of spoliation of evidence.

FOR A NINTH DEFENSE

19. The Plaintiffs reiterate the allegations contained in their previous Defenses as if fully restated herein.

20. Defendant's claims as they relate to anything outside of the written Agreement may be barred by the Dead Man's Statute and same is pled as a complete bar to any such claims.

FOR A TENTH DEFENSE

21. The Plaintiffs reiterate the allegations contained in their previous Defenses as if fully restated herein.

22. The Plaintiffs do not waive, expressly reserve, and hereby assert as if fully set forth herein all other statutory and common law defenses, including all affirmative defenses, not previously set forth above. Further, the Plaintiffs expressly reserves the right to amend their Complaint and Reply to assert such other and further defenses, counterclaims, or crossclaims as may, through the course of discovery, be deemed necessary and proper in this matter.

WHEREFORE, the Plaintiffs having fully answered the Counterclaim of the Defendant pray:

1. That Defendant's Counterclaim be dismissed with costs;
2. That the Plaintiffs be granted the relief sought in their Complaint; and
3. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

THE INJURY LAW FIRM, P.C.

s/Daniel L. Draisen

DANIEL L. DRAISEN (SC Bar # 13536)

2006 North Main Street

Anderson, South Carolina 29621

(864) 888-8887

daniel@injuredSC.com

ATTORNEY FOR THE PLAINTIFFS

December 21, 2022
Anderson, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

CASEY PUTNAM and ARCH HARRELL,

Plaintiffs,

-vs-

**MOTION TO RECONSIDER,
ALTER OR AMEND
JUDGMENT**

C/A No. 2022-CP-04-02359

**JAMIE MARIE McADAMS,
individually, and as (successor)
Personal Representative of the
ESTATE OF ROBIN C. WINTER,
deceased, and Personal Representative
of the ESTATE OF SCOTT F.
McADAMS, deceased; DUSTIN
WINTER TeBRUGGE; GRETA
MARIE McADAMS; and TRACY
CHRISTINE McADAMS,**

Defendants.

**TO THE HON. R. LAWTON McINTOSH, THE DEFENDANT(S) ABOVE NAMED and
their attorney, SCOTT F. TALLEY, ESQ.:**

COME NOW the Plaintiffs, by and through their undersigned attorney, and hereby file their Motion to Reconsider, Alter or Amend.

STATEMENT OF THE CASE

This matter arises initially out of a Creditor’s Claim filed in the Anderson County Probate Court by the Plaintiffs against the Estate of Scott F. McAdams seeking specific performance of a Lease with Purchase Option. Defendant McAdams, as Personal Representative, filed a Notice of Disallowance of the Claim, and thereafter Plaintiffs filed their Summons and Petition seeking to

enforce the Claim. The Plaintiffs, in addition to the Creditor's Claim filed the Summons and Complaint in the instant matter for breach of contract, specific performance, and damages arising out of the breach of a Lease with Purchase Option agreement that is the subject of the Creditor's Claim. In the interest of judicial economy, Plaintiffs then filed, pursuant to S.C Code Ann. §62-1-302(d)(5) and (f), to remove the Creditor's Claim matter to the Circuit Court for the purpose of consolidating both actions. These matters were tried before the Court at a non-jury trial held on July 23, 2024. The Court issued its Form 4 Order on July 25, 2024, finding in favor of the Defendants. Plaintiffs' motion herein is filed within ten (10) days of the date of the Form 4 Order.

QUESTIONS PRESENTED

1. Did the Court err in its application of basic contract law to the written Additional Provisions contained within the Standard Residential Lease Agreement?
 - A. When finding that an ambiguity exists and in interpreting the written Additional Provisions, the Court fails to give meaning to the \$50,000 price term stated.
 - B. The Court fails to apply the well-established rule that contract provisions must be construed liberally and strongly in favor of the non-drafting party.
2. Did the court err in holding that the Plaintiffs were in default under the terms of the Lease with Purchase Option when a) Defendant first breached the agreement by repudiating the agreement, and b) Plaintiffs at all times had the right to cure?
3. Did the Court err in failing to consider that the Defendant, Personal Representative, had *repudiated* the contract prior to any breach by the Plaintiffs by failing to allow the Plaintiffs to exercise the Option, and/or that the Defendants had engaged in behavior that gives rise to an anticipatory breach prior to any breach by the Plaintiffs?

LEGAL ARGUMENT

1. **Did the Court err in its application of basic contract law to the written Additional Provisions contained within the Standard Residential Lease Agreement?**

Stated simply, “[a] contract is ambiguous when it is capable of more than one meaning or when its meaning is unclear.” Ellie, Inc. v. Miccichi, 358 S.C. 78, 94, 594 S.E.2d 485, 494 (Ct.App.2004). “An ambiguous contract is one capable of being understood in more senses than one, an agreement obscure in meaning, through indefiniteness of expression, or having a double meaning.” Bruce v. Blalock, 241 S.C. 155, 160, 127 S.E.2d 439, 441 (1962). *Accordingly, when a court makes a finding of ambiguity, it must set forth either how a provision is capable of more than one meaning or is obscure in meaning. A simple finding of ambiguity, absent any reasoning, is insufficient. Without more, an appellate court is unable to review the validity of a circuit court's conclusion that a provision is ambiguous.* Bardsley v. Gov't Emps. Ins. Co., 405 S.C. 68, 747 S.E.2d 436 (S.C. 2013).

A contract must be read as a whole document so that "one may not, by pointing out a single sentence or clause, create an ambiguity." Schulmeyer v. State Farm Fire and Cas. Co., 353 S.C. 491, 579 S.E.2d 132 (2003), citing Yarborough v. Phoenix Mut. Life Ins. Co., 266 S.C. 584, 592, 225 S.E.2d 344, 348 (1976). *"It is a well-settled principle of contract interpretation that absent a contractual definition to the contrary, contract language is given its ordinary and plain meaning.* See, e.g., Dean v. Am. Fire & Cas. Co., 249 S.C. 39, 41, 152 S.E.2d 247, 248 (1967)..." Bardsley v. Gov't Emps. Ins. Co., 405 S.C. 68, 747 S.E.2d 436 (S.C. 2013).

Generally, if the terms of a contract are clear and unambiguous, this Court must enforce the contract according to its terms regardless of its wisdom or folly. Ellis v. Taylor, 316 S.C. 245, 449 S.E.2d 487 (1994). *Ambiguous language in a contract, however, should be construed liberally and interpreted strongly in favor of the non-drafting party.* Myrtle Beach Lumber Co., Inc. v. Willoughby, 276 S.C. 3, 274 S.E.2d 423 (1981). *"After all, the drafting party has the greater opportunity to prevent mistakes in meaning. It is responsible for any ambiguity and should be the*

Dec 27 2024

SC Court of Appeals

one to suffer from its shortcomings." Bazzle v. Green Tree Financial Corp., 351 S.C. 244, 262, 569 S.E.2d 349, 358 (2002), vacated on other grounds, 123 S.Ct. 2402, 156 L.Ed.2d 414 (2003) (emphasis added).

A. When finding that an ambiguity exists and in interpreting the written Additional Provisions, the Court fails to give meaning to the \$50,000 price term stated.

The provision of the Standard Residential Lease Agreement at issue in this matter is as follows:

ADDITIONAL PROVISIONS.

option to purchase, \$50,000 negotiable

_____.

In its ruling, the Court focuses solely on the word “negotiable.” The Court finds that the term “negotiable” as used in the Additional Provisions is ambiguous, is not defined in the Lease, and therefore correctly gives the word its plain and ordinary meaning as defined by Merriam-Websters Dictionary as “open to discussion or dispute.” However, the Court did not determine or set forth in its ruling what the “\$50,000” stated amount means, or why such amount is set out specifically in the written provision.

Plaintiffs assert that the Court’s ruling on the interpretation of the Additional Provision is essentially the same as if the drafter had written: “*price to be determined at the time option to purchase is exercised*” and nothing more. Yet, those were not the words used. The Court’s interpretation gives no import or meaning to the “\$50,000” amount included in the wording, and Plaintiffs assert that this provision must be given some meaning or import.

The Court held that Plaintiffs' position is not supported by the evidence in the record. This is, respectfully, incorrect. In fact, Plaintiff's position is entirely supported by the only evidence in the record regarding what she understood the Additional Provisions meant at the time she executed the agreement. The Plaintiff testified at trial, and her testimony is unrefuted by any other evidence or witness testimony in the record, that \$50,000 was the maximum price she would pay but that the parties could negotiate a lower price depending on when the option was exercised and how much was owed on the mortgage at that time. She further testified that she did not seek, and has never requested, to negotiate the price down from the \$50,000 price. Plaintiff asserts that the written provision meant something more akin to "\$50,000, or best offer."

As set forth above, when a court makes a finding of ambiguity, it must set forth either how a provision is capable of more than one meaning or is obscure in meaning. A simple finding of ambiguity, absent any reasoning, is insufficient. Without more, an appellate court is unable to review the validity of a circuit court's conclusion that a provision is ambiguous. Bardsley v. Gov't Emps. Ins. Co., 405 S.C. 68, 747 S.E.2d 436 (S.C. 2013). In the instant case, the Court has given no import or meaning to the "\$50,000" amount included in the wording. Plaintiffs request that the Court reconsider its ruling and determine the meaning of the phrase "\$50,000 negotiable" as a whole, construing same liberally and interpreting the phrase strongly in favor of the non-drafting party.

B. The Court fails to apply the well-established rule that contract provisions must be construed liberally and strongly in favor of the non-drafting party.

With regard to the well-established rule that contract provisions must be construed most favorably to the non-drafting party, the only evidence in the record regarding who drafted the

Standard Residential Lease Agreement is the testimony of the Plaintiff who stated that Scott McAdams brought the Lease to her for her to sign, and that she did not type the lease or have anything to do with the words that appear in the typed Lease. The Defendants submitted no evidence by way of witness testimony or documents that refutes that the Lease was drafted by or for Scott McAdams and provided to the Plaintiff, and quite candidly testified that they did not know anything about the circumstances surrounding the drafting or execution of the Lease document. Absent any evidence to the contrary, the Plaintiffs, respectfully, must be deemed to be the non-drafting party. *Ambiguous language in a contract, however, should be construed liberally and interpreted strongly in favor of the non-drafting party.* Myrtle Beach Lumber Co., Inc. v. Willoughby, 276 S.C. 3, 274 S.E.2d 423 (1981). *"After all, the drafting party has the greater opportunity to prevent mistakes in meaning. It is responsible for any ambiguity and should be the one to suffer from its shortcomings."* Bazzle v. Green Tree Financial Corp., 351 S.C. 244, 262, 569 S.E.2d 349, 358 (2002), vacated on other grounds, 123 S.Ct. 2402, 156 L.Ed.2d 414 (2003) (emphasis added).

Rather than construing the provisions "liberally and strongly in favor of" the Plaintiffs, the Court instead held that there was a lack of a meeting of the minds as to Plaintiff's right to purchase the property, and that there is no valid and enforceable contract for Plaintiff to purchase the property. This holding is, respectfully, contrary to the well-established rule regarding contract interpretation in South Carolina. The Court has erred in failing to construe the Additional Provisions liberally or strongly in favor of the non-drafting party, the Plaintiffs, and has instead construed the provisions conservatively and in most favorably to the drafting party. Plaintiffs request that the Court reconsider its ruling, and in doing so that the Court construe the provisions liberally and strongly in favor of the non-drafting party as required by South Carolina law.

2. Did the court err in holding that the Plaintiffs were in default under the terms of the Lease with Purchase Option when a) Defendant first breached the agreement by repudiating the agreement, and b) Plaintiffs at all times had the right to cure?

In its ruling, the Court held that the Plaintiff is in default on her failure to pay rent on three separate occasions. The Court held:

THE FIRST BEING FROM JULY OF 2021 TO DECEMBER OF 2021. ALTHOUGH PLAINTIFF DID NOT PAY FOR THIS TIME PERIOD, THE COURT AGREES THAT PLAINTIFF COULD NOT PAY RENT UNTIL A PERSONAL REPRESENTATIVE WAS APPOINTED. THE SECOND OCCASION PLAINTIFF FAILED TO PAY RENT WAS FROM APRIL OF 2022 TO DECEMBER OF 2022. THE THIRD OCCASION WAS FROM JANUARY OF 2023 TO JUNE OF 2023. FURTHER, PLAINTIFF LAST MADE A RENT PAYMENT IN JUNE OF 2023, AND HAS CURRENTLY BEEN LIVING AT THE PROPERTY FOR 13 MONTHS WITHOUT MAKING A RENT PAYMENT. ACCORDINGLY, PLAINTIFF WOULD HAVE NO RIGHT TO ENFORCE THE LEASE OPTION IN THE EVENT THAT IT WERE ENFORCEABLE DUE TO BEING IN DEFAULT CURRENTLY AND ON MULTIPLE OCCASSIONS PRIOR.

The undisputed evidence in the record is that the Plaintiff began giving notice to the Defendant as early as October or November 2021 that she wanted to exercise the option to purchase the property pursuant to the terms of the Additional Provisions of the Lease. The text messages introduced into evidence and the testimony of the Defendant corroborate these facts. In addition, in June 2022 the Plaintiff provided written notice to the Defendant of her intention to exercise the option to purchase the property. This letter was entered into evidence.

As to the first event, Death of Lessor. Plaintiffs assert, and the Court correctly held, that performance and payment of rent was rendered impossible by the death of Scott McAdams until a Personal Representative was appointed. In fact, Plaintiffs assert that this “first event” did not constitute a “default” on the part of the Plaintiffs due to impossibility of performance. Once a Personal Representative was appointed, the Plaintiffs paid the amount that accrued, less repairs made by the Plaintiffs (that should have been made by Defendants at their expense) as agreed between the parties.

As to the second event, Foreclosure filed. The Court held that the Plaintiff failed to pay rent from April 2022 to December 2022. The Plaintiffs made rent payments through April 2022 when the Plaintiffs learned that the property had gone into foreclosure. The Plaintiffs were current on the rent as of April 2022, had notified the Defendant on multiple occasions that they intended to exercise the option to purchase, but had not been allowed purchase the property. When the property went into foreclosure, Plaintiffs again requested to exercise the purchase option; however, Defendant advised she was not sure what she was going to do at that point. With the property in foreclosure, Plaintiffs assert that an anticipatory breach of contract occurred. The act of allowing the property to go into foreclosure occurred before Plaintiffs were allowed to exercise the purchase option, and the outcome of a foreclosure would be that the Defendant could not perform and would therefore have to refuse performance in the future. In fact, the Defendant testified at trial that she, individually, had to use her own funds to pay off the mortgage to get the property out of foreclosure presumably because the estate did not have sufficient funds to do so.

Per 30 S.C. Jur. Contracts § 66 (1999), In general, an anticipatory breach of contract is one committed before the time has come when there is a present duty of performance and is the outcome of words or acts evincing an intention to refuse performance in the future. Walters Construction, Inc. v. Sledziona, 2015-UP-233 (S.C. App. May 06, 2015)

Accordingly, Plaintiffs were current on the rent until the Defendant a) allowed the property to go into foreclosure, b) refused to allow the Plaintiffs to exercise the purchase option, and c) told the Plaintiffs that she decided that she did not want to sell the property and wanted to keep the property as a rental. Plaintiffs assert that such constitutes an actual breach of the terms

of the Lease with regard to the Additional Provisions and an anticipatory breach by the Defendants *occurring prior* to any alleged breach by the Plaintiffs for failure to pay rent.

As to the third event, Prior Breach by Defendant. The Court held that Plaintiffs failed to pay rent from January 2023 to June 2023, and that Plaintiffs have not made any rent payments since that time. However, Plaintiffs submitted evidence into the record that Plaintiff paid money into escrow at her attorney's office during the pendency of this litigation on two separate occasions despite Defendant's prior breach and repudiation of the purchase option (and the fact that Plaintiff was not required to do so). More importantly, the Defendant had a) committed an anticipatory breach of the contract, and b) repudiated the Additional Provisions of the contract both constituting prior breaches by the Defendant *before* any alleged breach by the Plaintiffs.

3. Did the Court err in failing to consider that the Defendant, Personal Representative, had repudiated the contract prior to any breach by the Plaintiffs by failing to allow the Plaintiffs to exercise the Option, and/or that the Defendants had engaged in behavior that gives rise to an anticipatory breach prior to any breach by the Plaintiffs?

In the matter of Hampton v. Supreme Lodge K. P., 161 S.C. 540, 159 S.E. 923 (S.C. 1931) the Supreme Court held:

"Where a contract embodies mutual and interdependent conditions and obligations, and one party either disables himself from performing, or prevents the other from performing, or repudiates in advance his obligations under the contract, and refuses to be longer bound thereby, communicating such repudiation to the other party, *the latter party is not only excused from further performance on his part, but may at his option treat the contract as terminated for all purposes of performance, and maintain an action at once for damages occasioned by such repudiation, without awaiting the time fixed by the contract for performance by the defendant.*"...(emphasis added)

From Ervin's South Carolina Request to Charge - Civil, §22-23 Repudiation:

The plaintiff claims the defendant breached the contract by refusing to acknowledge the contract as a valid agreement. The law calls such a refusal repudiation of the contract.

The absolute repudiation of a valid contract by one of the parties to the contract is considered a breach of the agreement and the repudiating party is liable to the other in damages.

The refusal of a party to recognize the existence of a contract or the doing of something inconsistent with its existence may be treated as a breach if it happens after the time for the performance of the contract.

Of course, the repudiation of a contract that has by its own terms expired is not a breach of contract.

If you should find that there was a valid, enforceable contract and that the plaintiff proved that the defendant repudiated it, then your verdict must be for the plaintiff.

In accordance with the law as set forth in Hampton (1931), *the latter party is not only excused from further performance on his part, but may at his option treat the contract as terminated for all purposes of performance, and maintain an action at once for damages occasioned by such repudiation, without awaiting the time fixed by the contract for performance by the defendant.*

Accordingly, the Plaintiffs assert that as a result of Defendant's repudiation of the purchase option and anticipatory breach, Plaintiffs were excused from further performance and could maintain an action for damages occasioned by such repudiation (said action being the instant case which is before the Court). The Plaintiffs request that the Court reconsider its ruling in regard to the finding of breaches by the Plaintiffs without first examining whether it was, in fact, the Defendant who first repudiated the purchase option, engaged in anticipatory breach, and that such prior breach by the Defendant excuses any subsequent alleged breach by the Plaintiffs.

CONCLUSION

For the reasons set forth herein above the Plaintiffs request that Court reconsider, alter, or amend its ruling issued on July 25, 2024, that the Court reconsider its ruling and determine the meaning of the phrase "\$50,000 negotiable" as a whole, construing same liberally and interpreting

the phrase strongly in favor of the non-drafting party, that the Court determine if the Defendant committed an anticipatory breach by allowing the property to go into foreclosure *before* any alleged breach by the Plaintiffs, that the Court determine if the Defendant repudiated the Additional Provisions of the Lease *before* any alleged breach by the Plaintiffs, and alter or amend the Order accordingly,

Respectfully submitted,

THE INJURY LAW FIRM, P.C.

s/Daniel L. Draisen

DANIEL L. DRAISEN (SC Bar # 13536)

2006 North Main Street

Anderson, South Carolina 29621

(864) 888-8887

daniel@injuredSC.com

ATTORNEY FOR THE PLAINTIFFS

July 31, 2024
Anderson, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Casey Putnam and Arch Harrell

Plaintiff,

vs.

Jamie Marie McAdams, individually,
and as (successor) Personal
Representative of the Estate of Robin
C. Winter, deceased, and Personal
Representative of the Estate of Scott F.
McAdams, deceased; Dustin Winter
TeBrugge. Greta Marie McAdams

Defendants.

IN THE COURT OF COMMON PLEAS

MOTION TO ALTER /AMEND

CA. NO.: 2022-CP-04-02359

**TO: PLAINTIFF, BY AND THROUGH ATTORNEY OF RECORD, DANIEL DRAISEN,
ESQ.:**

COMES NOW, Defendant, Jamie Marie McAdams, by and through her undersigned attorney, and submits her Motion to Alter/Amend and would respectfully ask the Court based on the Final Order with Form 4 being filed with this Court on July 25, 2024, wherein the Court found that rent is due and owing from the Plaintiff to Jamie Marie McAdams, as Personal Representative of the Estates of Robin C. Winter and Scott F. McAdams for clarification/specific findings as to the following:

1. Defendant is asking the Court to set forth the total amount of rent it finds to be due and owing per the July 25, 2024 Form 4 Order. Testimony in the record indicates that upon payment of \$3900 in late 2021, rent was current as of that payment. No further payments have been made to the Personal Representative as rent since March 2022, leaving payments

due from April 2022 to present, thus there have been 29 months (this includes August 2024) since the last payment has been made (29 x \$800/month is \$23,200);

2. Require the immediate transfer of monies being held by counsel for the Plaintiff in the amount of \$9400.00 to be applied to the total amount of rent due and owing;
3. For the balance of the rent found to be due and owing (\$13,800) together with the attorney's fees awarded in the amount of \$10,460.79 through the date of trial together equaling \$24,260.79 to be the amount entered in Defendant's favor as judgment against the Plaintiff, to be increased by an further fees/costs incurred and
4. If necessary, an Order to vacate by a certain date, subject to the requirement to pay rent, or empower the Sheriff to assist in Defendant gaining peaceful possession of the property.

Respectfully submitted,

/s/ Scott F. Talley
Scott F. Talley, Esquire
TALLEY LAW FIRM, P.A.
291 S. Pine Street
Spartanburg, SC 29302
864/595-2966
Attorney for Defendant Jamie McAdams,
individually and as PR of the named Estates

STANDARD RESIDENTIAL LEASE AGREEMENT

PARTIES. This Residential Lease Agreement ("Agreement") made this 5th day of August, 2020 is between:

Landlord Name: Scott McAdams ("Landlord")

Landlord Address: 410 Hwy 413 Belton S.C. 29627, AND

Tenant(s): Casey Putnam, Arch Harrell,
_____, _____ ("Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties".

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

LEASE TERM. This Agreement shall begin on the 1 day of August, 2020 and end on the 1st day of August, 2022, hereinafter known as the "Lease Term".

PROPERTY. The Landlord agrees to lease the described property to the Tenant:

Address: 109 Center St Williamston S.C. 29697 ("Premises").

Residence Type: Single-family Apartment Condominium Other: _____

OCCUPANTS. The Premises is to be used as a residential dwelling only. The Tenant:

WILL have additional Occupant(s) residing in the Premises:

Gracie Putnam ("Occupant(s)")

WILL NOT have additional Occupants residing in the Premises.

RENT. The rent to be paid by the Tenant to the Landlord throughout the term of this Agreement is to be made in monthly installments of \$800 ("Rent") and shall be due on the 5th day of each month ("Due Date").

The rent should be paid in the following manner: Direct Deposit Upstate Federal or Cash to Scott McAdams.

RENT PRE-PAYMENT. The Tenant will (check one):

- Not be Pre-paying Rent.

- Pre-pay Rent in the amount of \$_____. Equal to _____ day(s), starting on the ____ day of _____, 20____, and ending on the ____ day of _____, 20____.

SECURITY DEPOSIT. Upon the due execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$NA receipt of which is hereby acknowledged by the Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to the Tenant, less any itemized deductions, within NA days after the end of the Lease Term.

FURNISHINGS. The Premises is (check one):

- Not furnished.

- Furnished with the following items: _____
_____.

LATE FEE. If Rent is unpaid by the Due Date:

- The Tenant will NOT be charged a late fee.

- If rent is not paid within _____ days of the Due Date, the Tenant will be charged a Late Fee of \$_____.

RETURNED CHECKS. If the Tenant submits a check that bounces due to insufficient funds:

- The Tenant will NOT be charged a fee.

- The Tenant will be charged a fee of \$ bank fees per incident.

UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant: tenants pay all utilities
_____.

APPLIANCES. The Landlord shall provide the following appliances:

Stove, Dishwasher, Microwave, OR

- Appliances are not provided.

PARKING. The Tenant (check one):

- Is allotted NA parking space(s):

- Free of charge (included in Rent)

- At a cost of \$_____ to be paid: at the start of the lease, or on a monthly recurring basis. The parking lot(s) can be described as:

- Is NOT provided parking.

MOVE-IN INSPECTION. At the start of the Lease Term, the Parties shall (check one):

- Not jointly inspect the Premises.

- Inspect the Premises and record any apparent damages or potential repairs on a move-in checklist.

NOTICES. Any and all notices sent by the Landlord or the Tenant to each other shall be sent to the following addresses:

Landlord Mailing Address: 410 Hwy 413 Belton S.C. 29627

Tenant Mailing Address: 109 Center St Williamston S.C. 29697

AGENT / MANAGER. The Landlord (check one):

- **DOES** have a manager on the Premises. They can be contacted for maintenance and repair requests at:

Agent/Manager Name: _____

Phone: _____ Email: _____

- **Does NOT** have a manager on the Premises.

SALE OF PROPERTY. In the event the Premises is sold, the Landlord is to notify the Tenant as to the name(s) of the new Owner and Manager (if applicable), and provide contact information for requesting repairs. The new Owner:

- Does NOT have the right to terminate the Agreement.
- Has the right to terminate the Agreement, so long the Tenant is delivered a notice ____ days' in advance of the termination.

PETS. The Tenant is (check one):

- NOT permitted to have pets of any nature on the Premises.
- Permitted to have NA pet(s) on the Premises, ONLY consisting of NA _____ . (Pet type(s))

If permitted, the Landlord shall:

- Charge a (refundable non-refundable) fee of \$_____, unless there are damages that result from the pet(s).
- NOT charge a fee for the Tenant's right to have pet(s) on the premises.

SMOKING. Smoking on the Premises is (check one):

- NOT permitted on the Premises and common areas.
- Permitted in the following areas ONLY: Outside _____ .

SMOKE DETECTORS. The Tenant shall inspect and certify that the Premises has a working smoke detector or detectors within NA days after taking possession thereof. If such detector(s) are not working the Tenant shall notify the Landlord promptly. The Tenant shall be responsible for keeping all smoke detectors in working order and with working batteries. The Tenant shall not disable or alter such detector(s).

INSPECTION OF PREMISES. The Landlord and the Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon by providing twenty-four (24) hours' notice. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs,

fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

ATTORNEYS' FEES. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

MAINTENANCE, REPAIR, & ALTERATIONS. Tenant will, at the Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Agreement and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

WAIVER. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

LIABILITY. The Landlord shall not be liable for any damages or losses to the Tenant, its occupants, guests, invitees or other persons regardless of the cause therefore, unless caused by the gross negligence or willful misconduct of the Landlord. The Tenant shall indemnify, defend and hold the Landlord harmless from any and all loss, damage or claims of any type due to the actions of the Tenant, its occupants, guests or other invitees resulting in damage to any person or property.

DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) the Tenant does not pay rent or other amounts that are owed; (b) the Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) the Tenant abandons the Premises; (d) the Tenant gives incorrect or false information in the rental application; (e) the Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

ABANDONMENT. Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the State mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.

COMPLIANCE WITH LAW. The Tenant agrees that during the Lease Term, that they shall promptly comply with any present and future laws, ordinances, orders, rules, regulation, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

GUESTS. The Tenant is NOT permitted to have persons living on the Premises other than the Tenant and Occupant(s) listed Section 4. Guests to the Premises can stay for a maximum of forty-eight (48) hours unless the Tenant obtains written approval from the Landlord.

INSURANCE. The Tenant is advised and understands that the personal property of the Tenant is not insured by the Landlord against any damage or loss, and the Tenant agrees that the Landlord shall have no liability in connection with any such damage or loss. The Tenant shall procure renter's insurance to protect the Tenant's property and for liability claims, and shall provide evidence thereof to the Landlord upon the Landlord's request.

ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

JOINT AND SEVERAL. If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all

access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

POSSESSION & SURRENDER. Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. Upon termination of the Agreement, Tenant shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.

PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

GOVERNING LAW. This Agreement shall be governed by the laws of the state of South Carolina.

LEAD BASED PAINT. The Premises (check one):

- Was not built prior to 1978.

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

ADDITIONAL PROVISIONS.


option to purchase, \$50,000 negotiable

ENTIRE AGREEMENT. This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Parties. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.


LANDLORD(S) SIGNATURE

Landlord's Signature 

TENANT(S) SIGNATURE



Tenant's Signature 

Tenant's Signature 



Hey Casey. It's jamie
McAdams. It sounds like my
brother is working on the legal
end of things and will work out
a purchase transaction when
the time comes. Thanks again
for the info you shared with
me.

Ok. You can pass my number
on to him if you would like.



Cool thank you. He and I will
meet with probate before the
end of the month.

Sounds good



Just keep me in the loop



Putnam 0000010
00195

Ok good. So I sent my attorney my copies of the lease agreements. He said that with the lease agreement that there is an option for me to purchase the house for \$50,000. I was not sure if that would matter since Scott's passing but my attorney advise me that it was still applicable. With that being said, and assuming the mortgage isn't much different from that amount, is this something we can work out after you are appointed?

Sorry for the delayed text, I had a Spanish call and those take forever lol

10/28/21, 2:42 PM

It's too soon to make any decisions yet. Once my brother and I sit down with the lawyer I'll know more. Thank you for the info though.

Ok. I'm just trying to get the financing in order for this.

11/2/21, 6:16 PM

The mortgage company was here taking pictures again earlier

11/2/21, 7:33 PM

Uh oh. Thank you for telling me, I'm going to call the lawyers office tomorrow and ask how much longer they think it will take.

Ok. Cool. Please keep me updated.

11/4/21, 2:33 PM

Hey Casey, I was wondering if you talked to the people taking pictures and if they told you who they were with? How did the hvac repair go?

I wasn't here when they came. The heat is working fine now.

Ok glad the heats working. Thank you

Last time they came when I was here I think she said SunTrust

12/1/21, 10:01 AM

Hey, I have to call a plumber, the kitchen sink is still leaking and now the water flow inlet valve for the toilet is leaking.

Ok, thanks for letting me know. We will deduct all the repairs from the rent owed. I checked with the lawyer Monday and they are still working on getting the pr certificates. I hope everything gets fixed quickly for you.

12/7/21, 11:27 AM

I'll call you back.

Sorry, at the drs office at the moment. Can you text?

Sure. I wanted to let you know that I received the personal representative certificates for Robin.

Awesome!!!! So now you can speak with the Mortgage company.

Yes I've sent them the info and it takes 7-10 days for them to verify. How do you want to settle up on rent?

Jamie McAdams, please be advised that per our discussion in July, October, and November of 2021, this letter serves as my notice that I elect to exercise the purchase option granted to me by your father. If you obtain a mortgage payoff statement from the bank, I will proceed with a closing.

Your father entered into the agreement with me with actual or apparent authority on behalf of your stepmother's estate, and you are bound to his agreement. The option to purchase is mine, and not yours to reject. Please see attached documents that include the agreement between your father and I, and messages between you and I where you acknowledged the agreement, and later rejected it.

Thank you,

Casey Putnam

864-221-2035

putnamc206618@gmail.com

06/06/2022

Jamie McAdams, please be advised that per our discussion in July, October, and November of 2021, this letter serves as my notice that I elect to exercise the purchase option granted to me by your father. If you obtain a mortgage payoff statement from the bank, I will proceed with a closing.

Your father entered into the agreement with me with actual or apparent authority on behalf of your stepmother's estate, and you are bound to his agreement. The option to purchase is mine, and not yours to reject. Please see attached documents that include the agreement between your father and I, and messages between you and I where you acknowledged the agreement, and later rejected it.

Thank you,

Casey Putnam

864-221-2035

putnamc206618@gmail.com

06/06/2022



Mortgages › Amortization Calculator

Amortization Calculator

Amortization is the process of paying off a debt over time in equal installments. As you make payments, one portion goes toward the loan principal (the amount you borrowed) while the other goes toward interest. As the loan amortizes, the amount going toward principal starts out small, then gradually grows larger over time. On an amortization schedule, you can see how much money you'll pay in principal and interest at various times in the repayment term. Use this calculator to input the details of your mortgage and see how those payments break down over your loan term.

ON THIS PAGE ▾

Loan amount

\$50,000

Loan term

30 years

Interest rate

3.5

%

Loan start date

Jul 2024



Optional: Make extra payments ▾

By adding extra payment, you can pay off your loan faster and save on interest.

ON THIS PAGE



SUMMARY

Number of payments: 360

Monthly payment
\$225

Total interest paid
\$30,828

Total cost of loan
\$80,828

Payoff date
Jul 2054

Amortization schedule breakdown

This table lists how much principal and interest are paid in each scheduled mortgage payment.

First payment

Jul 2024

Last payment

→ **Jul 2054**

Expand all years



Date	Principal	Interest	Remaining balance
+ 2024	\$395.75	\$726.86	\$49,604.25
+ 2025	\$1,369.39	\$2,447.49	\$48,630.61
+ 2026	\$2,377.66	\$4,133.49	\$47,622.34
+ 2027	\$3,421.79	\$5,783.63	\$46,578.21
+ 2028	\$4,503.05	\$7,396.63	\$45,496.95
+ 2029	\$5,622.78	\$8,971.18	\$44,377.22
+ 2030	\$6,782.32	\$10,505.90	\$43,217.68
+ 2031	\$7,983.12	\$11,999.37	\$42,016.88
+ 2032	\$9,226.61	\$13,450.14	\$40,773.39
+ 2033	\$10,514.34	\$14,856.68	\$39,485.66

ON THIS PAGE



+ 2034	\$11,047.07	\$10,217.43	\$30,132.13
+ 2035	\$13,228.82	\$17,530.74	\$36,771.18
+ 2036	\$14,658.90	\$18,794.93	\$35,341.10
+ 2037	\$16,139.83	\$20,008.26	\$33,860.17
+ 2038	\$17,673.44	\$21,168.92	\$32,326.56
+ 2039	\$19,261.60	\$22,275.04	\$30,738.40
+ 2040	\$20,906.24	\$23,324.66	\$29,093.76
+ 2041	\$22,609.37	\$24,315.80	\$27,390.63
+ 2042	\$24,373.08	\$25,246.36	\$25,626.92
+ 2043	\$26,199.52	\$26,114.18	\$23,800.48
+ 2044	\$28,090.92	\$26,917.05	\$21,909.08
+ 2045	\$30,049.60	\$27,652.65	\$19,950.40
+ 2046	\$32,077.93	\$28,318.58	\$17,922.07
+ 2047	\$34,178.41	\$28,912.37	\$15,821.59
+ 2048	\$36,353.60	\$29,431.45	\$13,646.40
+ 2049	\$38,606.15	\$29,873.17	\$11,393.85
+ 2050	\$40,938.82	\$30,234.77	\$9,061.18
+ 2051	\$43,354.45	\$30,513.40	\$6,645.55
+ 2052	\$45,856.00	\$30,706.12	\$4,144.00
+ 2053	\$48,446.52	\$30,809.87	\$1,553.48
+ 2054	\$50,000.00	\$30,828.04	\$0.00

Export as CSV

Mortgages › Amortization Calculator

Amortization Calculator

Amortization is the process of paying off a debt over time in equal installments. As you make payments, one portion goes toward the loan principal (the amount you borrowed) while the other goes toward interest. As the loan amortizes, the amount going toward principal starts out small, then gradually grows larger over time. On an amortization schedule, you can see how much money you'll pay in principal and interest at various times in the repayment term. Use this calculator to input the details of your mortgage and see how those payments break down over your loan term.

ON THIS PAGE ▾

Loan amount

\$50,000

Loan term

30 years

Interest rate

7.5

%

Loan start date

Jul 2024

**Optional: Make extra payments ▾**

By adding extra payment, you can pay off your loan faster and save on interest.

ON THIS PAGE



SUMMARY

Number of payments: 360

Monthly payment
\$350

Total interest paid
\$75,859

Total cost of loan
\$125,859

Payoff date
Jul 2054

Amortization schedule breakdown

This table lists how much principal and interest are paid in each scheduled mortgage payment.

First payment

Jul 2024



Last payment

→ **Jul 2054**

Expand all years



Date	Principal	Interest	Remaining balance
+ 2024	\$187.87	\$1,560.17	\$49,812.13
+ 2025	\$663.37	\$5,279.95	\$49,336.63
+ 2026	\$1,175.79	\$8,962.82	\$48,824.21
+ 2027	\$1,727.99	\$12,605.91	\$48,272.01
+ 2028	\$2,323.05	\$16,206.13	\$47,676.95
+ 2029	\$2,964.31	\$19,760.16	\$47,035.69
+ 2030	\$3,655.36	\$23,264.40	\$46,344.64
+ 2031	\$4,400.05	\$26,715.00	\$45,599.95
+ 2032	\$5,202.55	\$30,107.78	\$44,797.45
+ 2033	\$6,067.36	\$33,438.26	\$43,932.64

ON THIS PAGE



+ 2034	\$0,999.30	\$30,701.01	\$43,000.70
+ 2035	\$8,003.59	\$39,892.60	\$41,996.41
+ 2036	\$9,085.85	\$43,005.63	\$40,914.15
+ 2037	\$10,252.12	\$46,034.64	\$39,747.88
+ 2038	\$11,508.94	\$48,973.12	\$38,491.06
+ 2039	\$12,863.33	\$51,814.02	\$37,136.67
+ 2040	\$14,322.86	\$54,549.77	\$35,677.14
+ 2041	\$15,895.69	\$57,172.22	\$34,104.31
+ 2042	\$17,590.63	\$59,672.57	\$32,409.37
+ 2043	\$19,417.16	\$62,041.33	\$30,582.84
+ 2044	\$21,385.48	\$64,268.30	\$28,614.52
+ 2045	\$23,506.61	\$66,342.46	\$26,493.39
+ 2046	\$25,792.40	\$68,251.95	\$24,207.60
+ 2047	\$28,255.65	\$69,983.99	\$21,744.35
+ 2048	\$30,910.13	\$71,524.80	\$19,089.87
+ 2049	\$33,770.68	\$72,859.53	\$16,229.32
+ 2050	\$36,853.30	\$73,972.20	\$13,146.70
+ 2051	\$40,175.24	\$74,845.55	\$9,824.76
+ 2052	\$43,755.06	\$75,461.01	\$6,244.94
+ 2053	\$47,612.80	\$75,798.56	\$2,387.20
+ 2054	\$50,000.00	\$75,858.61	\$0.00

Export as CSV

Main=>Courts=>Probate Court=>Estate Search=>Estate Detail

Estate Detail					
Case Number:	2021ES0401301 2	Case Date:	10/11/2021	Status:	Active
Case Type:		Status Date:			
Comment:					

Informal Probate of Will Formal Testacy...
 Appointment... Appointment

Petitioner		
Name:	MCADAMS, JAMIE MARIE	
Address1:	191 SAND PIT ROAD	
Address2:		
City, St Zip:	SPARTANBURG SC 29307	
County:	04	Birthdate:
Comment:		
Nature:	DAUGHTER	

Decedent		
Name:	MCADAMS, SCOTT FRANCIS	
Address1:	410 HWY 413	
Address2:		
City, St Zip:	BELTON SC 2/9627	
County:	04	Birthdate:
Date of Death:	7/05/2021	Age:
		65

Domiciled in county at time of death...	<input checked="" type="checkbox"/>
Not domiciled S.C., own property in county...	<input type="checkbox"/>
Right for legal action in county.....	<input type="checkbox"/>

Inventory	Accounting	Last Order	Last Hearing
2/11/2022		10/20/2021	

Devises	

Non Devises	
JAMIE MARIE MCADAMS 191 SAND PIT ROAD SPARTANBURG SC 29307 DAUGHTER	
TRACY CHRISTINE MCADAMS 11640 N TATUM BLVD UNIT 1100 PHOENIX AZ 85028 DAUGHT	
GRETA MARIE MCADAMS 75 NORTH MAIN STR. #105 WILLITS CA 95490 WIFE	

- 5 Did decedent have any change of marital status or the birth or adoption of any children after execution of the Will (if one exist). (This includes illegitimate children.)
 No Yes If yes, see case explanations.
- 6 To the best of your knowledge was the decedent a patient in a South Carolina Mental health facility during his/her lifetime?
 No Yes If yes, see case explanations.
- 7 Has a guardian or conservator ever been appointed for this person?
 No Yes If yes, see case explanations.
- 8 Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
 No Yes If yes, see case explanations for details including name and address of Personal Representative.
- 9 Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
 No Yes If yes, see case explanations for details including name and address.
- 10 Have more than ten years passed since the decedent's death?
 No Yes If yes, see case explanations for circumstances authorizing fee to trustee.
- 11 The petitioner had and retains adequate assets the value of

The decedent died testate. The will is:

The decedent died testate. IT IS THEREFORE ORDERED that the last WILL and TESTAMENT of the above named decedent (date) be admitted for probate.

Executed this date:

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate qualification and acceptance.

Executed this date: 10/11/2021

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Name: JAMIE MARIE MCADAMS	Name
Address: 191 SAND PIT ROAD	Address
SPARTANBURG SC 29307	

Attorney:
Address:

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Main=>Courts=>Probate Court=>Estate Search=>Estate Detail

Estate Detail						
Case Number	2014ES0400820 2	Case Date	11/18/2021	Status	Active	Status Date
Case Type						
Comment						

Informal Probate of Will Formal Testacy...
 Appointment Appointment

Petitioner			
Name	MCADAMS, JAMIE MARIE		
Address1	191 SAND PIT ROAD		
Address2			
City, St Zip	SPARTANBURG SC 29307		
County	42	Birthdate	
Comment	*CLOSE WHEN DEED OF DISTRIBUTI		
Nature	*SUBSEQUENT ADMIN		
Decedent			
Name	WINTER, ROBIN C		
Address1	516 FIRE TOWER RD		
Address2			
City, St Zip	HONEA PATH SC 2/9654		
County	04	Birthdate	6/20/1969
Date of Death	2/25/2014	Age	
Domiciled in county at time of death		<input type="checkbox"/>	
Not domiciled S.C. own property in county..		<input type="checkbox"/>	
Right for legal action in county.....		<input type="checkbox"/>	
Inventory	Accounting	Last Order	Last Hearing
Devises			
Non Devises			

5 Did decedent have any change of marital status or the birth or adoption of any children after execution of the Will (if one exist)

This includes illegitimate children :

No Yes If yes, see case explanations.

6 To the best of your knowledge was the decedent a patient in a South Carolina Mental health facility during his/her lifetime ?

No Yes If yes, see case explanations

7 Has a guardian or conservator ever been appointed for this person ?

No Yes If yes, see case explanations

8 Have a personal representative of the decedent been appointed prior to this date by a Court in this State or elsewhere ?

No Yes If yes, see case explanations for details including name and address of Personal Representative.

9 Have you received or are you aware of any demands for notice of any probate or appointment proceeding in or among the decedent that may have been filed in this State or elsewhere ?

No Yes If yes, see case explanations for details including parties and dates.

10 Have more than ten years elapsed since the decedent's death ?

No Yes If yes, see case explanations for circumstances authorizing late probate.

11 The decedent has been a resident of this State for at least one year immediately prior to his/her death or at least six months immediately prior to his/her death if the decedent was a non-domiciliary resident of this State at the time of his/her death.

1. Do the copies of the will attached to this petition include the following:
- (a) a copy of the original will, or a copy of the original will with all amendments thereto attached thereto;
 - (b) a copy of the original will, or a copy of the original will with all amendments thereto attached thereto;

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION:

1. Has the will been:
- (a) the original is attached;
 - (b) the original is in the Court's possession;
 - (c) authorized copy of will produced in another jurisdiction is attached;
 - (d) authenticated copy of a will not produced in another jurisdiction is attached;
 - (e) will is not produced but otherwise unavailable however a deposition of its contents is attached.
2. Do you believe to the best of your knowledge the will described above was lawfully executed?
- Yes No If no, see case explanations
3. The state of execution of the will was:
4. Are you aware of any instrument or document amending or revising the Will?
- No Yes If yes, see case explanations
5. Have you exercised reasonable diligence to determine there is no instrument or document revising the will?
- Yes No If no, see case explanations
6. Do you believe the will defined in (1) above is the decedent's last will?
- Yes No If no, see case explanations

	Case Explanations	
	Personal Representatives	

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE FOLLOWING:

1. Priority for this appointment is:
- (a) named as Primary Personal Representative in will or nominee of Primary Personal Representative named as Alternate Personal Representative in will or nominee of Alternate Personal Representative nominee of above Primary Personal Representative;
 - (b) nominee of above Alternate Primary Personal Representative in will;
 - (c) surviving spouse of decedent who is devisee of decedent;
 - (d) other devisee of decedent (describe);
 - (e) surviving spouse of decedent;
 - (f) other heir of decedent (describe);
 - (g) creditor (Forty-five days after death must have passed);
 - (h) other (describe):

	Additional Appointments	

2. The petitioner proffers to sign with me a sworn affidavit affirming the foregoing statements in truth to the best of the petitioner's knowledge and belief, and that the decedent's will is the Court's duly admitted testament.

Signature
Name
Street
City

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the petition for appointment for probate of a will is
 GRANTED DENIED.

ORDER FOR HEARING ON FORMAL PETITION

DATE
TIME
COURT
EXHIBIT NUMBER

1. Reading of the will to the Court is required. Read the will and describe its contents to the Court. If the will is not in English, the Court may require a translation.

2. The Court will hear the following:
- (a) The petition for appointment for probate of a will.
 - (b) The petition for appointment for probate of a will.
 - (c) The petition for appointment for probate of a will.

Executed this date:

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate qualification and acceptance

Executed this date:

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate

Name
Address:

Name
Address

Attorney
Address

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Main=>Courts=>Probate Court=>Estate Search=>Estate Detail

Estate Detail					
Case Number:	2014ES0400820 0	Case Date:	7/15/2014	Status:	Closed
Case Type:		Status Date:			
Comment:					

Informal Probate of Will Formal Testacy...
Appointment... Appointment

Petitioner			
Name:	MCADAMS, SCOTT F.		
Address1:	516 FIRE TOWER RD.		
Address2:			
City, St Zip:	HONEA PATH SC 29654		
County:		Birthdate:	
Comment:			
Nature:	FRIEND AND NAMED IN WILL TO SERVE		
Decedent			
Name:	WINTER, ROBIN C.		
Address1:	516 FIRE TOWER RD.		
Address2:			
City, St Zip:	HONEA PATH SC 29654		
County:	04	Birthdate:	6/20/1969
Date of Death:	2/25/2014	Age:	44
Domiciled in county at time of death.....	<input checked="" type="checkbox"/>		
Not domiciled S.C., own property in county.....	<input type="checkbox"/>		
Right for legal action in county.....	<input type="checkbox"/>		
Inventory	Accounting	Last Order	Last Hearing
9/12/2014		7/23/2014	
Devises			
DUSTIN WINTER TEBRUGGE 1209 COASTAL MARSH RD. MT. PLEASANT SC 29464 SON			
TRACY MCADAMS 200 EAST FILLMORE ST.APT. 227 PHOENIX AZ 85004 FRIEND			
JAMIE MCADAMS 191 SAND PIT RD. SPARTANBURG SC 29307 FRIEND			
SCOTT F. MCADAMS 516 FIRE TOWER RD. HONEA PATH SC 29654 FRIEND			
Non Devises			

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of the Will (if one exist) (This includes illegitimate children.)

No Yes If yes, see case explanations

6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental health facility during his/her lifetime?

No Yes If yes, see case explanations

7. Has a guardian or conservator ever been appointed for this person?

No Yes If yes, see case explanations

8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?

No Yes If yes, see case explanations for details including name and address of Personal Representative

9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?

No Yes If yes, see case explanations for details including name and address

10. If more than ten years passed since the decedent's death?

No Yes If yes, see case explanations for all instances, including probate

11 The decedent filed with a personal representative, a will, a will and real-estate of about the value of (A full inventory and appraisal form #305PC must be filed within 90 days if decedent was a non-resident, please attach S.C. TAX COMMISSION form ET 10.)

12 After the exercise of reasonable diligence are you aware of any unrevoked will and/or codicil(s) other than the one(s) attached hereto relating to property in this State?

No Yes If yes, see case explanations then proceed to section II

II IF A WILL EXISTS PLEASE COMPLETE THIS SECTION

1 Regarding the decedent's will

- the original is attached
- the original is in the Court's possession
- authorized copy of will probated in another jurisdiction is attached
- authenticated copy of a will not probated in another jurisdiction is attached
- will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached

2 Do you believe to the best of your knowledge the will described above was validly executed?

Yes No If no, see case explanations

3 The date of execution of the will was: 5/20/2010 codicil(s)

4 Are you aware of any instrument or document amending or revoking the Will?

No Yes If yes, see case explanations

5 Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

Yes No If no, see case explanations

6 Do you believe the will defined in (1) above is the decedent's last will?

Yes No If no, see case explanations

Case Explanations					
Personal Representatives					
SCOTT F. MCADAMS	516 FIRE TOWER RD.	HONEA PATH	SC	29654	

III IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT PLEASE COMPLETE FOLLOWING

2 Priority for this appointment is

- named as Primary Personal representative in will or nominee of Primary personal Representative
- named as Alternate Personal representative in will or nominee of Alternate Personal representative
- nominee of above Primary Personal Representative
- nominee of above Alternate Primary Personal Representative in Will
- surviving spouse of decedent who is devisee of decedent
- other devisee of decedent (describe):
- surviving spouse of decedent
- other heir of decedent (describe):
- creditor (Forty-five days after death must have passed)
- other (describe):

Additional Appointments					
STEVE YACOBI-SEE RENUNCIATION					

IV The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter

Signature

Signature
Name SCOTT F. MCADAMS
Signature
Name

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be

GRANTED DENIED informally this day of 7-15-2014

ORDER FOR HEARING ON FORMAL PETITION

DATE

TIME

PLACE

Executed this date

On hearing of the above petition, this Court finds that the person deceased, value is proper, and the proceeding was conducted within appropriate time limits.

The Court before sits for

The decedent died testate. The heirs are:

The decedent died testate. IT IS THEREFORE ORDERED that the last will and TESTAMENT of the above named decedent dated [] be admitted formally to probate.

Executed this date:

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond, as appropriate, qualification and acceptance.

Executed this date 7/15/2014

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Name: SCOTT F. MCADAMS
Address: 516 FIRE TOWER RD
HONEA PATH SC 29654

Name
Address

Attorney
Address

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STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
IN THE MATTER OF)
WINTER, ROBIN C)
(Decedent))

IN THE PROBATE COURT
CERTIFICATE OF APPOINTMENT
CASE NUMBER 2014 ES0400820

This is to certify that

JAMIE MARIE MCADAMS

is/are the duly qualified

- PERSONAL REPRESENTATIVE
 SUCCESSOR PERSONAL REPRESENTATIVE
 SPECIAL ADMINISTRATOR

in the above matter and that this appointment, having been executed on the 18TH day of
NOVEMBER 2021 is in full force and effect

RESTRICTIONS

Executed this 18TH day of NOVEMBER . 2021

Martha D. Newton

Probate Court Judge

Do not accept a copy of this certificate without
the raised seal of the Probate Court

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
IN THE MATTER OF)
)
MCADAMS, SCOTT FRANCIS)
)
(Decedent))

IN THE PROBATE COURT
CERTIFICATE OF APPOINTMENT
CASE NUMBER 2021ES0401301 2

This is to certify that

JAMIE MARIE MCADAMS

is/are the duly qualified

- PERSONAL REPRESENTATIVE
 SUCCESSOR PERSONAL REPRESENTATIVE
 SPECIAL ADMINISTRATOR

in the above matter and that this appointment, having been executed on the 11TH day of
OCTOBER 2021 is in full force and effect

RESTRICTIONS

NONE

Executed this 19TH day of JANUARY, 2022

Martha D. Newton

Probate Court Judge

Do not accept a copy of this certificate without
the raised seal of the Probate Court

10:31 AM

07/18/23

ILF TRUST ACCT
Customer Balance Detail
All Transactions

Type	Date	Num	Account	Class	Amount	Balance
Putnam, Casey-Scott F. McAdams						
Deposit	11/17/2022	309738	Escrow Deposit		5,400.00	5,400.00
Deposit	06/14/2023	5301...	Escrow Deposit		4,000.00	9,400.00
Total Putnam, Casey-Scott F. McAdams					9,400.00	9,400.00
TOTAL					9,400.00	9,400.00

Main=>Real Property=>Property Search=>Select Record=>Property Detail

Property Record Detail									
View Taxes		View Parcel							
TAXMAP NO.		OLD TAMAP NO.			PARENT TMS NO.				
221-12-01-011-000									
Owner Information									
Current Owner					Previous Owner				
Name	WINTER ROBIN C			Name	LASALLE NATIONAL BANK AS TRUSTEE				
Address	516 FIRETOWER RD			Address	516 FIRE TOWER RD				
City, State	HONEA PATH SC			City, State	HONEA PATH SC				
Zip	29654-0000			Zip	29654-0000				
Sales Information									
Date	Book#	Page#	Price	Purchaser					
1/18/2002	4576	00142	\$ 47,400.00	WINTER ROBIN C					
11/14/2000	3956	00094	\$ 55,000.00	LASALLE NATIONAL BANK AS TRUSTEE					
6/24/1999	3417	35	\$ 94,000.00	WILLIAMS SUSAN E					
10/25/1995	2210	129	\$ 43,553.00	GLOVER CASEY E + DANIEL					
10/11/1995	2201	27	\$ 1.00	SEAY JERRY F					
3/27/1987	21A	751	\$ 46,000.00	SEAY JERRY F + KATHY G HALL					
Property Information									
Subdivision	RIDGECREST			Tax District	102				
Physical Address	109 CENTER ST			Market Value	112,300				
M/H				Prior Value	91,710				
				Tax Value	102,085				
				Exempt					
Legal Description									
Legal Desc 1	CP S 1028/6A PP 097/0588								
Legal Desc 2	F0150 D198 PP 065/0153								
Legal Desc 3	LT 40 CENTER ST .67 AC								
Assessment Totals									
YEAR	ACRES	LOTS	LAND ASMT	#BLDG	BLDG ASMT	TOT ASMT	RAT CD	RC	
2022		1	1130	2	5610	6740	C	01	
2021		1	840	2	5040	5880	C		
2020		1	840	2	5040	5880	C		
2019		1	840	2	5040	5880	C		

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