

THE SOUTH CAROLINA COURT OF APPEALS

The Honorable James O. Spence
Lexington County

Case No. 2024-001080

Glenn A. Zeigler, individually and
As Personal Representative of the Estate
of Leon Zeigler and Lula Mae Zeigler,

Respondents,

Vs.

Deatrix Zeigler,

Appellant,

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SC Court of Appeals

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS FOR THE
ELEVENTH JUDICIAL CIRCUIT

Glenn A. Zeigler, individually and)
as Personal Representative of)
the Estate of Leon Zeigler and)
Lula Mae Zeigler,)

Plaintiffs,)

vs.)

Deatrix Zeigler,)

Defendant.)

ORDER

2021-CP-32-04055

Presiding Judge
Attorney for Plaintiff
Attorney for Defendant
Date of Hearing
Court Reporter

James O. Spence
Spencer Andrew Syrett
Jamie M. Best, III
November 2, 2023
Travis McLeod
Creel Court Reporting

CASE SUMMARY

The parties tried this family dispute case involving inter-family deed executions, other business matters, and defamation November 2, 2024. Plaintiff and Defendant submitted proposed Orders March, 2024.

Based on the Pleadings, the testimony, evidence admitted and the arguments of counsel, the Court finds that the deeds were executed improperly, the car loan is valid, and Defendant slandered Plaintiff as described in these findings of fact and conclusions of law.

UNDISPUTED FACTS

1. The action was referred to the Master in Equity on February 8, 2023. Any appeal from this action shall be directly to the South Carolina Court of Appeals. This Court has jurisdiction over the parties and the subject matter.
2. Leon Zeigler and Lula Mae Zeigler were husband and wife. They had six children,

including the Plaintiff, Glenn Zeigler and the Defendant, Deatrix Zeigler.

3. Leon Zeigler and Lula Mae Zeigler purchased the property at 203 Roach Avenue, Swansea, SC in 1970.
4. In 2018, Leon Zeigler was diagnosed with terminal cancer.
5. On July 29, 2018, Leon Zeigler and Lula Mae Zeigler signed a quit-claim deed purporting to convey the Roach Avenue property to Deatrix Zeigler. The consideration stated on the deed was \$200.00. The deed was executed in Mr. Zeigler's hospital room.
6. This deed was recorded August 1, 2018, in Record Book 20187 at page 120.
7. Although the deed appears to be signed by two witnesses, according to the testimony, neither witness were present when the deed was signed. Following the advice of the Notary Public, the Defendant had the witnesses sign the deed several days after it was executed.
8. Leon Zeigler died on August 3, 2018.
9. On August 31, 2018, Lula Mae Zeigler co-signed a loan for Deatrix Zeigler to buy a 2017 Dodge Charger. This vehicle is used exclusively by the Defendant.
10. Since the deed was signed, the Defendant and Plaintiff Lula Mae Zeigler have lived in the house. Deatrix Zeigler has controlled access by the Plaintiff and his siblings to the house based on her claim of ownership.

DISPUTED ISSUES

1. Was the deed signed by Mr. and Mrs. Zeigler effective to transfer title to the Defendant?
2. What protections should be imposed to protect Mrs. Zeigler if the Defendant defaults on the loan for the vehicle?
3. Should the deed of other property to Laymon Zeigler, signed by Leon Zeigler the same day as the deed to Deatrix Zeigler, be set aside?
4. Did Glenn Zeigler make defamatory statements about Deatrix Zeigler?

DISCUSSION

Was the deed signed by Mr. and Mrs. Zeigler to Deatrix Zeigler effective to transfer title?

Competency to Sign Deed

Plaintiffs allege that the deed should be set aside based on undue influence and failure of consideration. It is alleged that Mr. Zeigler was in very bad health when the deed was signed and that Mrs. Zeigler was unduly influenced by Deatrix Zeigler to sign the document.

Our Courts recognize that a grantor with sufficient mental ability to comprehend what he is doing and the ability to understand the nature of the act and its consequences has the capacity to make a deed. Mathias v. Mathias, 33 S. E. 2d. 626 (1945).

In an action to set aside a deed for undue influence or coercion, it is typically the burden of the party seeking to have the deed set aside to prove such undue influence or coercion. Middleton v. Suber, 388 S. E. 2d. 639 at 641 (1990). However, should a "confidential relationship" exist, the burden shifts to the other party to prove that there was no undue influence or coercion. Defendant admits the existence of such a confidential relationship and therefore has the burden to show that the conveyance was not the product of undue influence. Brooks v. Kay 530 S.E.2d. 120, 125 (2000).

In Russell v Wachovia Bank, N.A. 578 S.E. 2d 329, 333 (2003) our Court said that the influence must be of such a degree that it prevents the grantor's exercise of judgment and free choice. However a showing of general influence is not tantamount to undue influence. Calhoun v. Calhoun 290 S.E.2d. 415, 418 (1982).

It is also admitted that Deatrix Zeigler prepared the document. Based on the testimony

of Sylvia Brown, it is clear that Deatrix Zeigler merely prepared the document and that Melissa McClurkin, the Notary Public, supervised the execution of the document. (Transcript Page 145 line 9-18). Testimony from Glenn Zeigler (Transcript Page 127 line 10 through Page 128 line 7) makes it clear that Leon Zeigler was his "own man" and that he would not be pushed into signing anything against his wishes and that he had made a vehicle transfer to another child. While Leon Zeigler's medical records (Plaintiff's Exhibit # 5) indicate that he was receiving morphine during the time the deed was signed, the testimony reflects there were times when he was alert and clearly in charge of himself (Testimony of Lydell Zeigler Transcript Page 114 lines 9-14). They also testified that Leon Zeigler was not a man who could be pushed about. His medical records also show he directed his own medical care (Plaintiff's Exhibit # 5).

Lula Mae Zeigler did not testify at the trial of the within case. Her sons, Lydell Zeigler and Glenn Zeigler testified that they believed Lula Mae Zeigler was not competent to sign the deed on July 29, 2018 because she had dementia, exhibited confusion and that at some later time had indicated that she would not have signed this document.

However neither son was present when the deed was signed. They also testified that they discovered the transfer of the property almost 2 years after the fact. (Transcript Page 113 line 6 – 23). No medical testimony or records were produced to prove this diagnosis of dementia to substantiate the alleged incompetence of Lula Mae Zeigler. A mere suspicion of undue influence is not enough. There must be a showing of great mental weakness on the part of the grantor. Brooks v. Kay, 530 S. E. 2d. 120, 125-126 (2000).

Sylvia Brown testified that Lula and Leon Zeigler both willingly signed the document and that Mrs. Zeigler's acquiescence was in deference to her husband. (Transcript Page 145 line

6 – Page 146 line 2). It is of note that Lula Mae Zeigler signed both a Durable POA and a Healthcare POA some 2 years later appointing Glenn A. Zeigler as her Agent. This is an act which could only be performed if she were competent to do so. (Defendant's Exhibit #1 and 2).

A part of Defendant's case involved a recording she had made while talking to Leon Zeigler before his death. This recording was played for the Court. It was Defendant's contention that Leon Zeigler had asked for Defendant to prepare this deed for him to sign. On the recording, Mr. Leon Zeigler stated in part as recalled by Plaintiff's counsel, "I can't sign something after I'm dead", however there was no specific mention of the deed. (Transcript Page 88 line 20 – Page 89 line 2).

Defendant also produced testimony of Sylvia Brown who testified that she was present when Leon Zeigler and Lula Mae Zeigler signed the deed. Ms. Brown's testimony was that no person coerced the Ziegler's to sign the deed and that no undue influence was exerted. The deed was presented to the Ziegler's by the person who notarized it (Melissa McClurkin) and she explained the document to them. Ms. Brown testified that neither Leon Zeigler nor Lula Mae Zeigler hesitated or objected to signing the document. (Transcript Page 145 line 9 – Page 146 line 2). This witness (Sylvia Brown) to the execution of the deed *did not* act as a subscribing witness, however, she did sign the "probate section" of the deed as such.

Defendant has satisfied her burden of proof that she did not unduly influence either of her parents to convey the property to her. It was done at the father's request and with the mother's acquiescence after the document was explained by the Notary and willingly signed by both Leon and Lula Mae Zeigler. There is no showing of overbearing pressure or influence exerted by Defendant.

Failure of Consideration

Plaintiff asserts that Defendant never paid the stated consideration of Two Hundred (\$200.00) Dollars for the real property and that the amount was far below the actual value of the property and that the deed should be set aside for failure of consideration. Defendant produced a copy of her banking record to show she had paid the funds. (Defendant's Exhibit # 3). Ultimately for the reasons set forth below, neither failure of consideration nor consideration far below the actual value of the property is a determining factor in the Court's decision to declare the deed void.

Propriety of Deed

We first look to the four corners of the document to determine its propriety. On its face, the document has two witnesses and a "probate" and appears valid. After testimony was given by Deatrix Zeigler that neither subscribing witness was present when the deed was signed by Leon and Lula Mae Zeigler (Transcript Page 41 line 1 – Page 42 line 13) and testimony from Sylvia Brown (Transcript Page 146 line 14 – Page 147 line 3) that she had not signed as a subscribing witness, but had signed the "probate" section of the deed, it becomes clear that the deed was not correctly executed.

The provisions of § 27-7-10 of the SC Code of Laws (1976) as amended, provide that the witnesses to the signature of the grantor must be present when the Grantor signs. Leasing Enterprises v. Livingston, 363 S. E. 2d. 410 (S.C. App. 1987) Also the deed must be proved either by "probate" or acknowledgment. § 30-5-30 SC Code of Laws (1976), as amended. The deed was "proved" by use of the probate option, however the person who signed the probate

purporting to be a subscribing witness testified that she was not one of the two people who signed as "witnesses". Defendant also testified that the people who did sign as subscribing witnesses were not present when the Grantors signed the deed and affixed their signatures at a later time.

This deed does not meet the requirements of our statutes or case law to render the deed valid.

While I find that Plaintiff has produced insufficient proof of undue influence or lack of competency on the behalf of Leon and Lula Mae Zeigler to execute the deed and that Defendant has produced sufficient proof there was no undue influence or coercion, I find that the deed was not properly executed and is invalid to effect a transfer of the property to Defendant Deatrix Zeigler.¹

Should protections be imposed for Mrs. Zeigler as relates to the vehicle loan?

Plaintiff alleged that Defendant had coerced Lula Mae Zeigler to co-sign a car loan with her. Plaintiff asked that the Defendant's interest in the car be conveyed to Plaintiff Lula Mae Zeigler until the loan is paid in full and for an award of judgment against Defendant for the amount paid using Plaintiff's money.

Defendant testified that there *may* have been some funds of Lula Mae Zeigler used toward the car payments, but testified that the payments were made from a joint account she had with her mother. Plaintiff introduced banking records of Lula Mae Zeigler for the time period in question (Plaintiff's Exhibit #10). Plaintiff admitted that the banking records so produced

¹ While Plaintiff request finding in Order that Court make determination of heirs/ownership of property, the Pleadings nor Order of Reference indicate that Reference conferred authority to determine legal heirs if deed(s) invalidated. Since death occurred in 2018, estate may still be probated.

should show the car payments being deducted, however he could not point out any payment or withdrawal from the account, automatic or otherwise, which conclusively showed that any payment from those funds were made for the lien on the vehicle. (Transcript Page 138 line 8 – Page 140 line 8).

As to undue influence regarding the car loan, only Defendant and Lula Mae Zeigler were present when the car was purchased **and** present at the trial. Defendant testified that Lula Mae Zeigler willingly co-signed for the loan. Lula Mae Zeigler did not testify and or make any statement on her own behalf she had been unduly influenced or coerced.

Plaintiff has the burden of proving that the payments were made from funds of Lula Mae Zeigler, and based on the evidence received I determine that Plaintiff has not met the burden of proof, that Lula Mae Zeigler was not unduly influenced and the cause of action regarding the car loan fails.

I further find that since the majority of payments have been made by Deatrix Zeigler for the car, title to the vehicle shall be in the name of Deatrix Zeigler. Plaintiffs will sign any document necessary to effect the transfer accordingly once the lien is paid in full.

Should the deed to Laymon Zeigler, signed the same day as the deed to Deatrix Zeigler also be set aside?

Because Laymon Zeigler is not a party to the action, the Court can issue no orders affecting his ownership of the property conveyed to him. This does not prevent the Defendant or any other interested person from filing a separate action to challenge the validity of this deed.

Did Glenn Zeigler make defamatory statements about Deatrix Zeigler?

Defamation

Defamation is an action at law (citation omitted).

Defendant testified that Glenn Zeigler had made defamatory comments about her in public and that her reputation had been damaged. Beverly Zeigler verified that her husband (Laymon) had told her of what Glenn had been saying about Defendant. (Transcript Page 156 line 21 –Page 157 line 18). Sylvia Brown also testified that Glenn A. Zeigler had called Defendant a thief and a liar, (Transcript Page 149 lines 9-20). Deatrix Zeigler also testified that people in the community were “standoffish” toward her after Glenn made his remarks. (Transcript Page 169 line 8 – page 170 line 25).

Elements

The elements of defamation include: (1) a false and defamatory statement concerning another; (2) an unprivileged communication to another party; (3) fault on the part of the publisher; and (4) either actionability of the statement irrespective of special harm or the existence of special harm caused by the publication. *Holtzscheiter v. Thomson Newspapers, Inc.*, 506 S.E. 2d 497 (1998). Slander is actionable *per se* if it charges the person with one of five types of acts or characteristics, one of which is commission of a crime of moral turpitude. *Id.*

I find that Glenn A. Zeigler committed slander *per se* when he made statements in which he called Defendant a thief and a liar.

Hearsay

Plaintiff objected to testimony offered by Defendant and her witnesses concerning remarks made by Glenn A. Zeigler as being hearsay. Hearsay is defined as a statement, other

than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted. SC Rules of Evidence 801 (c). Statements allegedly made by Glenn A. Zeigler as testified to by Sylvia Brown and Beverly Zeigler were out-of-court statements which referred to Defendant as a thief and liar. This testimony was offered by Defendant to show that the statements had been made by Glenn A. Zeigler and **not** as proof of the matter asserted, i.e. that Defendant is in fact a thief and liar. So the testimony of Defendant's witnesses is not excluded as being hearsay.

CONCLUSIONS

Since this was a non-jury trial, the court acted as both finder of facts and made the following legal rulings. The court evaluated among others matters, what was said, how it was said, considered party's biases or interest, how their respective direct vs cross answers meshed, how each individual's testimony squared with the overall body of trial testimony and evidence.

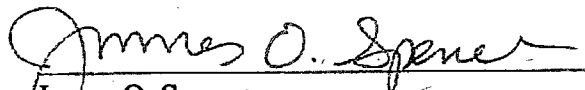
I find and conclude that:

1. The deed executed on July 29, 2018 by Leon Zeigler and Lula Mae Zeigler to Deatrix Zeigler was improperly executed and is invalid.
2. That Plaintiffs failed to meet the burden of proof regarding the cause of action regarding the vehicle loan;
3. That Glenn A. Zeigler did make defamatory comments about Deatrix Zeigler, at least one of which constitutes slander per se, which have caused damage to her reputation in the community.

AND IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- A. That the deed (Plaintiffs' Exhibit # 1) signed on July 29, 2018 and recorded August 1, 2018 found in Record Book 20187 at page 128 with Leon Zeigler and Lula Mae Zeigler as Grantors and Deatrix Zeigler as Grantee is set aside as void;
- B. That Plaintiff's claim for judgment against Deatrix Zeigler alleged payments on the car loan using funds of Lula Mae Zeigler is denied;
- C. That title to the vehicle shall be in the name of Deatrix Zeigler and Plaintiffs shall execute such documents as are necessary to effect transfer of the title once the lien is paid in full;
- D. That Defendant shall be granted an award of \$2,500.00 Dollars against Glenn A. Zeigler for defamation.
- E. That each party shall bear his/her own costs and fees as relates to this matter.

AND IT IS SO ORDERED.


James O. Spence
Master in Equity for Lexington County

April 4, 2024

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR THE
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

Glenn A. Zeigler, individually and)
as Personal Representative of)
the Estate of Leon Zeigler and)
Lula Mae Zeigler,)

Plaintiffs,)

vs.)

ORDER FROM HEARING
ON MOTION TO RECONSIDER

Deatrix Zeigler,)

2021-CP-32-04055

Defendant.)

Presiding Judge
Attorney for Plaintiff
Attorney for Defendant
Date of Hearing
Court Reporter

James O. Spence
Spencer Andrew Syrett
Jamie M. Best, III
May 13, 2024
Katherine M. Boone
Creel Court Reporting

This matter came before the Court a Motion to Reconsider filed on behalf of the Defendant. The attorneys for the parties and the parties were present.

HISTORY OF THE CASE

The Final Order from the hearing on the merits was issued on April 4, 2024.

The Defendant timely filed her Motion to Reconsider on April 15, 2024.

The Defendant properly served Plaintiff with the Motion to Reconsider when filed and with Notice of the within hearing on April 17, 2024.

The Motion to Reconsider requests amendment to Paragraph 1 on Page 10 and Paragraph "A" on Page 11 of the Final Order dated April 4, 2024.

This Court has continuing jurisdiction over the parties and the subject matter.

ARGUMENT

Defendant argues that the errors committed in the execution of the deed in question were not attributable to either of the parties to this action. Rather, it is clear from the argument and from the testimony in the record that the error was and is attributable to the person who supervised the execution of the document (the Notary).

Defendant argues that the errors in the execution of the deed in question should not be fatal to the intended effect of the document, i.e., that the property be conveyed to Defendant. Defendant furthermore argues that the principles of equity should determine that the transfer of the property to Defendant should be held valid.

The Court allowed the parties ten (10) days to present additional argument to it for its consideration.

DISCUSSION

May the Court consider requiring a “corrective deed” be issued to fulfill the intent of the original grantors?

Is it possible for the Court to reform the deed to fulfill the intent of the original grantors?

Does the acknowledgement signed by the Notary “override” the requirements of § 27-7-10 of the SC Code of Laws (1976) as amended?

Both the reformation of a deed and the propriety of a “corrective deed” have been discussed at length in our case law. Both possible avenues require that there be a “mutual mistake made by the parties” to the deed. *Gowdy v. Kelley, et. al.*, 185 S.C. 415; 194 S.E. 156 (1937) While I have held that in this case the grantors were competent, had not been coerced nor unduly influenced, and intended to transfer the property referenced in the deed, the deed is simply improper as it does not comply with our statutes. (§ 27-7-10 of the SC Code of Laws (1976), as amended.)

In clarification, I find that the mistake in the subject deed was not “a mutual mistake of the

parties". Rather, it was a unilateral mistake made by the *non-attorney* who supervised the execution. This is made abundantly clear by the Defendant's own testimony as contained in the record.

Therefore, neither reformation of the subject deed nor a "corrective deed" is an appropriate remedy available to Defendant in this matter. Also, one of the original grantors has passed away after the subject deed was signed and the other *may* now be considered not competent to execute any legal document, including a "corrective deed". I find that neither a corrective deed nor reformation of the subject deed can be had.

The requirements of § 27-7-10 of the SC Code of Laws (1976), as amended, are also abundantly clear in that the witnesses to the grantors' signatures must be present when the grantors affix their signatures. The Defendant's own testimony proves that this requirement was not met.

Defendant also argues that the recording statute was fulfilled in this case by the acknowledgement of the Notary and/or the probate of Sylvia Brown. § 30-5-30 of the SC Code of Laws (1976), as amended, provides that the deed must be proved by the affidavit of a ***subscribing witness*** taken by a Notary. Neither the Notary involved in the execution of the subject deed nor the person who signed the probate portion of the deed (Sylvia Brown) were in fact "subscribing witnesses" and, again, Defendant's testimony clearly shows that neither person who signed as a "subscribing witness" was actually present when the grantors signed the deed.

CONCLUSIONS

I therefore find and conclude that:

There was no mutual mistake made by the parties to the subject deed and that therefore reformation is not a remedy available to Defendant;

Since there was no mutual mistake made by the parties and since the grantors are now unable to execute any deed of a "corrective" nature, a corrective deed is also not a remedy available to Defendant;

Defendant's argument concerning whether or not the acknowledgement of the Notary or

the probate by Sylvia Brown overrides the requirements of § 27-7-10 of the SC Code of Laws (1976), as amended, is not viable due to neither the Notary nor Ms. Brown having affixed their signature as a subscribing witness when coupled with the clear testimony that neither person who *did* affix a signature as a subscribing witness was present when the grantors signed.

AND IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

- A. That Defendant's Motion to Reconsider is denied;
- B. That no amendment shall be made to the provisions of the Court's prior Order dated April 4, 2024.

AND IT IS SO ORDERED.

James O. Spence
Master in Equity for Lexington County

May_____, 2024



Lexington Common Pleas

Case Caption: Glenn A. Zeigler , plaintiff, et al VS Deatrix Zeigler

Case Number: 2021CP3204055

Type: Master/Order/Other

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068

Electronically signed on 2024-05-28 12:03:49 page 5 of 5

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR THE
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

Glenn A. Zeigler, individually and)
as Personal Representative of)
the Estate of Leon Zeigler and)
Lula Mae Zeigler,)

Plaintiffs,)

vs.)

Deatrix Zeigler,)

Defendant.)

SUMMONS

2021-CP-32-0

TO THE DEFENDANT ABOVE NAMED:

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

s/Spencer Andrew Syrett

Spencer Andrew Syrett SC BAR 05459
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syrettlaw@sc.rr.com

December 16, 2021

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR THE
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

Glenn A. Zeigler, individually and)
as Personal Representative of)
the Estate of Leon Zeigler and)
Lula Mae Zeigler,)

Plaintiffs,)

vs.)

Deatrix Zeigler,)

Defendant.)

COMPLAINT

2021-CP-32-0

The Plaintiffs respectfully allege:

FOR A FIRST CAUSE OF ACTION:

1. The Court has jurisdiction over the parties and the subject matter hereof.
2. The Plaintiff, Glenn A. Zeigler is an heir of Leon Zeigler, who died intestate on August 3, 2018. The Plaintiff is also the Personal Representative of the Estate of Leon Zeigler.
3. The Plaintiff, Lula Mae Zeigler, is the widow of Leon Zeigler and was a co-owner of the property in question. The Plaintiff is over 80 years old.
4. The Defendant is the youngest daughter of Leon and Lula Mae Zeigler.
5. The property which is the subject of this action is described as follows:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the Southeastern side of Roach Avenue in the Town of Swansea, in the County of Lexington, State of South Carolina, being shown and designated as Lot 15 on plat of Swansea Heights, prepared by John K. Davis, R.L.S., dated January 6, 1969, and recorded in the Office of the Register of Deeds for Lexington County in Plat Book 71-G at page 97.

TMS: 01319-10-015

6. On July 29, 2018, five days before the death of Leon Zeigler, the Defendant procured a deed in which Leon Zeigler and Lula Mae Zeigler purported to convey title to the property to the Defendant.

7. The deed was recorded on August 1, 2018, in Record Book 20187 at page 120. A copy of the deed is attached hereto and incorporated by reference.
8. The consideration stated on the deed is \$200.00. The fair market value of the property is at least \$40,000.00. The Plaintiffs are informed and believe that the stated consideration was never actually paid.
9. At the time the deed was purportedly executed, Leon Zeigler was on hospice comfort care and was incompetent to execute any legal documents. Leon Zeigler either did not sign the document or, if he did sign it, he was unable to comprehend the nature of the document he was signing.
10. At the time the document was signed, the Defendant concealed the nature of the document from Lula Mae Zeigler and Lula Mae Zeigler did not know she was executing a deed of her interest in the property.
11. The Defendant had a confidential relationship with her parents and took undue advantage of that relationship.
12. At the time that the deed was recorded, Defendant was subject to a Federal Tax lien in the principal amount of \$24,577.34. A copy of the lien is attached hereto and incorporated by reference.
13. At the time that the deed was recorded, Defendant was subject to State Tax liens in the principal amount of \$977.35. A copy of the lien is attached hereto and incorporated by reference.
14. The Plaintiffs are informed and believe that they are entitled to an Order of the Court declaring the deed to be void ab initio.

FOR A SECOND CAUSE OF ACTION:

15. The allegations of the preceding Causes of Action are incorporated herein as if set forth verbatim.
16. On August 31, 2018, the Defendant induced the Plaintiff, Lula Mae Zeigler, to co-sign for the purchase of a 2017 used Dodge Charger.
17. The Plaintiff did not realize that she was co-signing on a 6 year installment loan in the amount of \$38,276.00 at an annual interest rate of 11.56%.
18. Defendant uses this vehicle exclusively and the Plaintiff has no access to or use of

it.

19. Subsequent to the purchase the Defendant paid the loan by using the Plaintiff's money without her knowledge or consent.
20. Plaintiff is informed and believes that she is entitled to a judgment against the Defendant for the amount of Plaintiff's funds that Defendant used to pay the loan.
21. Plaintiff believes that Defendant has now been making timely payments on the loan from her own funds but Defendant refuses to provide proof that the loan is current.
22. Plaintiff is informed and believes that she is entitled to an order requiring the Defendant to convey Defendant's interest in the vehicle to her to be held until such time as the loan is paid in full.

WHEREFORE PLAINTIFFS PRAY:

1. For an Order of the Court declaring the deed to be void ab initio.
2. For judgment against the Defendant for the amount of Plaintiff's money that Defendant used to pay the loan.
3. For an Order requiring the Defendant to provide proof that the loan is current on a monthly basis.
4. For an Order requiring the Defendant to convey Defendant's interest in the vehicle to Plaintiff to be held by her until such time as the loan is paid in full.
5. For an award of the costs of this action.
6. For such other and further relief as may be just and proper.

s/Spencer Andrew Syrett
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December 16, 2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

DOCKET NUMBER: 2021-CP-32-04055

Glenn A. Zeigler, individually and as
 Personal Representative of the Estate
 Of Leon Zeigler and Lula Mae Zeigler

Plaintiffs,

vs.

Deatrix Zeigler

Defendant.

ANSWER AND COUNTERCLAIM
AGAINST Glenn A. Zeigler

The Defendant, by and through her undersigned attorney, answers the Complaint of Plaintiff as follows:

FOR A FIRST DEFENSE

1. For each allegation not hereinafter admitted, explained or qualified, the same is denied.
2. Defendant admits the allegations contained in Paragraphs 1, 2, 3 and 4 of the Complaint.
3. That the allegations of Paragraph 5 are upon information and belief admitted, however Defendant defers to the correct legal description and TMS# as might show on Lexington County records.
4. That the allegations of Paragraph 6, 7 and the first sentence of Paragraph 8 are admitted. Defendant believes the fair market value of said property to be in the range of \$30,000.00 to \$35, 000.00 and alleges that she paid the \$200.00 in consideration to

her mother's account.

5. In response to the allegations of Paragraph 9, Defendant denies that Leon Zeigler was incompetent and denies that he was on hospice comfort care. Defendant specifically alleges that Leon Zeigler was in the hospital but that he fully understood the nature of the document signed and in fact requested that same be prepared.
6. In response to the allegations of Paragraphs 10 and 11, Defendant admits *only* that she had a confidential relationship with her parents, however, she denies that she took advantage of that relationship and denies that she concealed the nature of the document from her parents.
7. In response to the allegations in Paragraphs 12 and 13, Defendant admits that she at one time was subject to Federal and State Tax liens, however cannot confirm or deny the exact amount of said liens. Defendant will further allege that she has in place a "payment plan" for the repayment of said liens and that a recent check of the SC Tax Lien Registry shows that all State Tax Liens against her are now satisfied.
8. That Defendant denies the allegations of Paragraph 14.

WITH REGARD TO THE SECOND CAUSE OF ACTION

9. Defendant incorporates her allegations in Paragraphs 1 through 8 above as if repeated here verbatim, which responds to Paragraph 15 of the Complaint.
10. That the allegations of Paragraph 16 are admitted, except Defendant denies having exerted any undue influence or coercion against Lula Mae Zeigler in connection with said transaction.
11. That the allegations of Paragraph 17 are denied.
12. That the allegations of Paragraph 18 are admitted.

13. That the allegations of Paragraphs 19, 20 and 22 are denied.
14. That the allegations of Paragraph 21 are admitted to the extent that the loan is current and Defendant is timely making the payments using her own funds. Defendant denies using funds of Lula Mae Zeigler to make said payments.

FOR A SECOND DEFENSE TO THE FIRST AND SECOND CAUSES OF
ACTION and BY WAY OF COUNTERCLAIM

15. Defendant alleges that the transactions alleged in Plaintiff's Complaint were not the only transactions involving transfer of assets from her parents to members of the family, Glenn A. Zeigler included.
16. If the transactions involving the within Defendant are required to be set aside, the Defendant asks that *all* transactions from her parents to her siblings also be set aside.

BY WAY OF COUNTERCLAIM AGAINST GLENN A. ZEIGLER

17. Defendant re-alleges and incorporates the matters contained in Paragraphs 1 through 14 above, as if repeated here verbatim.
18. Defendant alleges that Glenn A. Zeigler has shared this Defendant's personal and confidential information with members of the community.
19. Glenn A. Zeigler has talked with many members of the community about the matters he alleges in his Complaint, but has also implied that Defendant has done something illegal or immoral in connection with the transactions with her parents, implying dishonesty on the part of the Defendant.
20. Defendant is informed and believes that Glenn A. Zeigler has defamed her character and that she is entitled to recover damages from Glenn A. Zeigler, individually.
21. Defendant is also informed and believes that she should be entitled to her attorney's

fees and costs associated with this action.

WEREFORE, having fully responded to the Complaint of Plaintiffs, Defendant prays:

- A. That the relief requested by Plaintiffs be denied and the Complaint dismissed; or
- B. That all transactions mad by Leon Zeigler immediately prior to his death be set aside;
and,
- C. That Defendant be granted a judgment against Glenn A. Zeigler, individually for
defamation of character in such amount as is properly found due by the Court.

s/Jamie M. Best III SC Bar # 685

Jamie M. Best III

Attorney for Defendant

P.O. Box 9507, Columbia, SC 29290

6208 B Garners Ferry Rd., Columbia, SC 29209

803-776-8380 (O); 803-776-2988 (fax)

agblawoffice@yahoo.com

February 28, 2022

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR THE
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

Glenn A. Zeigler, individually and)
as Personal Representative of)
the Estate Of Leon Zeigler and)
Lula Mae Zeigler,)

Plaintiffs,)

vs.)

Deatrix Zeigler,)

Defendant.)

REPLY

2021-CP-32-04055

The Plaintiffs, in reply, respectfully allege:

FOR A FIRST REPLY:

1. The Plaintiffs reallege each and every allegation of the Complaint.

FOR A SECOND REPLY:

2. The Counterclaim fails to state a claim for which relief can be granted.

FOR A THIRD REPLY:

3. Except where the Answer and Counterclaim admits allegations of the Complaint, the Plaintiffs deny each and every allegation of the Answer and Counterclaim and demand strict proof thereof.

FOR A FOURTH REPLY TO THE SECOND DEFENSE:

4. The Plaintiffs deny the allegations of Paragraph 15 of the Counterclaim.
5. The Plaintiffs deny the allegations of Paragraph 16 of the Counterclaim.
6. The Defendant has failed to name necessary parties to obtain the relief sought..

FOR A FIFTH REPLY:

7. Paragraph 17 requires no response.
8. The Plaintiffs deny the allegations of Paragraph 18 of the Counterclaim.
9. The Plaintiffs deny the allegations of Paragraph 19 of the Counterclaim.
10. The Plaintiffs deny the allegations of Paragraph 20 of the Counterclaim.

11. The Plaintiffs deny the allegations of Paragraph 21 of the Counterclaim. There is no statute nor any agreement which would entitle the Defendant to seek an award of attorney fees.

FOR A SIXTH REPLY

12. Defendants incorporate by reference all of the above paragraphs as if set forth fully herein.
13. Plaintiff has not suffered any compensable damages as a result of Defendant's alleged conduct.

FOR A SEVENTH REPLY:

14. Defendants incorporate by reference all of the above paragraphs as if set forth fully herein.
15. Plaintiff's claim for slander is barred because any statements made by Defendants were not slander *per se*, and Plaintiff cannot prove special damages.

FOR AN EIGHTH REPLY

16. Defendants incorporate by reference all of the above paragraphs as if set forth fully herein.
17. Plaintiff's claim for defamation is barred because any statements made by Defendant were truthful or, in the alternative, were merely statements of opinion, not fact.

FOR A NINTH REPLY:

18. Defendants incorporate by reference all of the above paragraphs as if set forth fully herein.
19. Plaintiff's claim for slander is barred because Defendant enjoyed a qualified privilege and Plaintiff cannot show that any statements were made with actual malice.

FOR A TENTH REPLY:

20. Defendants incorporate by reference all of the above paragraphs as if set forth fully herein.
21. Plaintiff's claims are barred in their entirety by the doctrine of unclean hands, laches, estoppel, and waiver.

FOR AN ELEVENTH REPLY:

22. Defendants incorporate by reference all of the above paragraphs as if set forth fully herein.
23. An award of punitive damages or penalties against Defendants would be a violation of the due process and equal protection clauses of the Fifth and Fourteenth Amendments and the excessive fines and punishment clauses of the Eighth Amendment of the United States Constitution, as well as the applicable corresponding sections of the Constitution of the State of South Carolina.

FOR A TWELFTH REPLY:

24. Defendants incorporate by reference all of the above paragraphs as if set forth fully herein.
25. Plaintiff is not entitled to punitive damages, but, in any event, any award of punitive damages is limited by the statutory cap of S.C. Code Ann. § 15-32-530.

WHEREFORE PLAINTIFFS PRAY:

1. That Plaintiffs have the relief set forth in the Complaint.
2. That the Answer and Counterclaim be dismissed.
3. For such other and further relief as may be just and proper.

s/Spencer Andrew Syrett
Spencer Andrew Syrett SC BAR 05459
Attorney for the Plaintiffs
712 Richland Street, Suite E
P.O. Box 7403
Columbia, SC 29202
803-765-2110
FAX ONLY 803-765-9950
syrettlaw@sc.rr.com

March 27, 2022

1 Q: Okay. And then were you aware that he was back
2 in the hospital July the -- let's see, let's
3 see -- he was back in the hospital July 13th
4 and stayed until July 25th?

5 A: I'm, I'm sure that. He would have a bout of
6 chemo and then he would -- the chemo was so
7 strong. It was so -- it was too strong for
8 him. Although that -- a doctor was giving him
9 a low dosage, it would, it would make him too
10 sick. And so he would have to go in the
11 hospital to get rejuvenated.

12 Q: Okay. And then the last time he was in the end
13 of July through August 1st. And that's during
14 the period of time that that deed was executed.
15 Is that correct?

16 A: The 29th -- July the 29th.

17 Q: Right. The deed was signed July 29th. He was
18 in the hospital up 'til August 1st, correct?

19 A: Right. Hospital not o- -- not in home.

20 Q: He ---

21 A: --- on hospice.

22 Q: --- he was in the hos- -- he was in the
23 hospital when he executed this deed ---

24 A: Right.

25 Q: --- correct?



- 1 A: He was in the hospital.
- 2 Q: Okay.
- 3 A: You are ab- -- absolutely correct.
- 4 Q: Okay. Were you aware that he was being given
- 5 morphine?
- 6 A: Yes.
- 7 Q: Okay. Now, who prepared this deed? The deed
- 8 that you go -- that you had them sign to
- 9 transfer the property to you?
- 10 A: I, I prepared the deed.
- 11 Q: And where did you get that from?
- 12 A: Online. I called the, I called the tax
- 13 assessor in Lexington County. I told him the
- 14 situation that my father was in the hospital
- 15 and that we didn't have much money. And he w-
- 16 -- he had three pieces of property and that
- 17 what was the quickest way without getting an
- 18 attorney involved. And she told me exactly
- 19 where to go and what to do.
- 20 Q: What did she tell you?
- 21 A: She said to go to this website and do quit
- 22 claim deeds. And have it notarized and, and
- 23 witnessed.
- 24 Q: Okay. All right. Do you know what time of day
- 25 this deed was signed?



1 A: I don't know the time.

2 Q: Was it in the morning, the afternoon ---

3 A: It was ---

4 Q: --- at ---

5 A: --- af- ---

6 Q: --- night?

7 A: It was afternoon.

8 Q: In the afternoon. Okay. I have to admit I

9 cannot read the witnesses' signatures. Do you

10 know who those people were or where they came

11 from?

12 A: Yes.

13 Q: Okay. Who were they?

14 A: Younique Booker and that's Brown and Sylvia

15 daughter.

16 Q: No, I'm talking about the signatures up here.

17 A: Yes. Those are You- -- Younique Booker and

18 Sylvia Brown's daughter. I can't, I can't see

19 her first name.

20 Q: Is that -- are you saying that one of those

21 signatures is Sylvia Brown?

22 A: No, Brown. I can't read her daughter's name.

23 Q: Okay. So that was Sylvia's daughter. Is that

24 what you're saying?

25 A: Yes.



1 Q: Was she present?

2 A: No.

3 Q: She was not present when the deed was signed?

4 A: No. She was -- Sylvia was present.

5 Q: Okay. So would you -- all right. How about

6 this person?

7 A: No.

8 Q: Was she present?

9 A: No.

10 Q: Okay. So the ---

11 **THE COURT:** When, wh- -- when you say this person,

12 which person ---

13 **MR. SYRETT:** All right. I'm saying -- I'm -- the

14 de- ---

15 Q: What is that name?

16 A: Younique Booker. She was -- yes.

17 Q: Okay. Was she present? Younique? Younic- ---

18 A: No.

19 Q: You're saying so that when the deed was signed,

20 Sylvia was there and Ms. McClerkin was there.

21 A: Yes.

22 Q: Okay. But the people who signed as witnesses

23 were not present?

24 A: No. Melissa told -- a- -- advised me to take

25 those forms since mom and dad had already



1 signed because they knew those persons that
2 they would be able to sign.

3 Q: Okay. All right. So there were two people
4 present, but neither one of them signed as
5 witnesses, and the people who did sign as
6 witnesses were not present. Is that what
7 you're telling me?

8 A: I was a- -- advised by Melissa that Sylvia had
9 to be present to sign and that because the
10 other two people knew the mo- -- my mom and dad
11 that they could, they could sign.

12 Q: Okay. But they were not present.

13 A: They, they were not present.

14 Q: Okay. All right. All right. Okay. Did you
15 tell them, your brothers and sisters, that they
16 had signed this deed?

17 A: Did I tell -- no.

18 Q: Okay. Now, at the same time sh- -- your father
19 signed this deed to Layman, correct?

20 A: Yes.

21 Q: Okay.

22 **THE COURT:** All right. What -- which ---

23 **MR. SYRETT:** I'mma, I'mma get that to -- just a
24 moment, Your Honor. Okay. Plaintiff's Exhibit
25 3 is a deed reporting to be from Leon Zeigler



1 and some odd dollars.

2 A: So the car wasn't paid for -- it doesn't ---

3 Q: It does not appear from these statements that
4 any -- would you agree? You couldn't find
5 them. I don't see them. There's no record of
6 a payment for the car in these statements.

7 A: If I, if I can't show it -- if it's not there
8 -- it was deducted out of TD Bank.

9 Q: All right. And that was Plaintiff's Exhibit
10 Number 10 that we were looking at. Okay?

11 A: Yes, sir.

12 Q: All right. No further questions.

13 **THE COURT:** All right. Thank you. You may step
14 down.

15 **MR. SYRETT:** Your Honor, I have one motion to make
16 and then I'll ---

17 **THE COURT:** Okay ---

18 **MR. SYRETT:** --- and we'll, we'll, we'll rest.

19 **THE COURT:** Okay. All right. If you'll step down
20 first.

21 **MOTION TO AMEND COMPLAINT - MR. SYRETT:**

22 **MR. SYRETT:** Your Honor, I move to amend the
23 complaint to comply with the proof that has
24 been adduced so far that the, the deed is
25 deficient because the persons who signed as



1 witnesses were not present at the signing of
2 the document. Th- -- therefore, the deed is --
3 was not properly witnessed, and so, therefore,
4 was not entitled to be recorded.

5 **MR. BEST:** You're moving to amend.

6 **MR. SYRETT:** Right. Under ---

7 **MR. BEST:** For the Court to consi- -- I understand -
8 --

9 **MR. SYRETT:** Yeah.

10 **MR. BEST:** Okay. I don't have a problem with his
11 motion to amend the pleadings to conform to the
12 evidence, Your Honor.

13 **THE COURT:** Right. And, and I think it, it is
14 granted and I think that would have been part
15 of my analysis anyway, 'cause I have to when
16 I'm examining a deed.

17 **MR. SYRETT:** Right.

18 **MR. BEST:** Right.

19 **MR. SYRETT:** But I, I would just want to make sure
20 the record ---

21 **THE COURT:** --- I, I ---

22 **MR. SYRETT:** --- was clear.

23 **THE COURT:** --- understand. So the motion ---

24 **MR. SYRETT:** Because we ---

25 **THE COURT:** --- is granted.



1 **MR. SYRETT:** --- did not set forth that in our, in
2 our initial complaint.

3 **THE COURT:** I understand. Granted.

4 **MR. SYRETT:** Thank you, Your Honor.

5 **THE COURT:** Okay. Are you rested?

6 **MR. SYRETT:** We rest.

7 **THE COURT:** Okay. Plaintiff has rested.

8 **MOTION FOR NONSUIT - MR. BEST:**

9 **MR. BEST:** Yes, sir. Now, I just a brief motion. I
10 don't believe that the Plaintiff's have proved,
11 number one, payments on the automobile. He
12 can't find anything in the record to that, they
13 can't prove any undue influence, coercion on
14 behalf of ---

15 **THE COURT:** Hold, hold, hold a minute. Y'all,
16 please, don't talk while he's making his
17 motion.

18 **MR. BEST:** No undue influence on behalf of my client
19 putting pressure on her parents to sign this
20 deed. Even Mr. Glenn Zeigler had doubt,
21 admitted that that looked like mom's signature
22 on the deed. She might not remember it now,
23 but she was there, he was not, and there are,
24 of course, other witnesses who will testify
25 that were there. I think Plaintiff failed to



- 1 Q: Okay.
- 2 A: Yes, sir.
- 3 Q: We- -- were you present at the hospital that
- 4 day?
- 5 A: I was.
- 6 Q: Okay. And you were present when the deed was
- 7 signed?
- 8 A: I was.
- 9 Q: And can you tell me how did the deed come to be
- 10 signed? Who not orchestrated it, but who, who
- 11 presented it to Mr. Leon and Ms. Lula Mae to
- 12 have their signatures?
- 13 A: I think her name was Melissa. She was there
- 14 and she asked Mr. Leon, she explained it to him
- 15 and asked him are you aware of what you're
- 16 signing. Ms. Lula was there and he said yes.
- 17 Ms. Lula agreed and they signed it. And I just
- 18 witnessed.
- 19 Q: Okay.
- 20 A: I didn't read it. I just signed it.
- 21 Q: That's not your, your place to read it.
- 22 A: Exactly.
- 23 Q: Now -- but you say it was done willingly?
- 24 A: Yes, sir.
- 25 Q: On both parts, Leon Zeigler and Lula Mae



1 Zeigler.

2 A: Yes, sir.

3 Q: Now, this is Plaintiff's Exhibit 1, which is

4 the deed to Deatrix.

5 A: Okay.

6 Q: And on page two, of course it's got the date up

7 here.

8 A: Uh-huh.

9 Q: And then it's got Mr. Leon and Ms. Lula Mae.

10 A: Okay.

11 Q: And then it's got a witness, and this looks

12 like so and so Brown.

13 A: Okay.

14 Q: Is that you?

15 A: No, that's not me.

16 Q: Okay. So you didn't sign ---

17 A: No.

18 Q: --- as a -- on the witness page. And that's

19 not your signature, is it?

20 A: No, sir.

21 Q: Okay. On page three of said exhibit, is that

22 your signature?

23 A: That is my signature.

24 Q: Okay. And it's on a page that's titled from

25 wherever web- -- whatever website that she got



- 1 it from probate/affidavit of subscribing
2 witness.
- 3 A: Okay.
- 4 Q: Okay? And it's notarized by Melissa McClerkin.
- 5 A: Yes, sir.
- 6 Q: And she was the one -- she's the Melissa that
7 you referred to.
- 8 A: Uh-huh.
- 9 Q: Did she instruct you where to sign it?
- 10 A: She did.
- 11 Q: Okay. And whether or not it was done
12 correctly, is it your belief that Leon Zeigler
13 and Lula Mae Zeigler willingly signed that
14 deed?
- 15 A: It is my belief.
- 16 Q: Okay. And were you also present when they
17 sign- -- the deed was signed for Layman?
- 18 A: No.
- 19 Q: You weren't? On page three of that deed, the
20 same ---
- 21 A: Okay.
- 22 Q: --- probate or affidavit of subscribing witness
23 appeared.
- 24 A: Okay.
- 25 Q: But that was a deed where Leon Zeigler



1 A: It was him.

2 Q: Okay. And it was Ms. Lula Mae who put her
3 signature there, too, right?

4 A: Yes, sir.

5 Q: No further questions.

6 **THE COURT:** Cross.

7 **SYLVIA BROWN - CROSS-EXAMINATION BY MR. SYRETT:**

8 Q: Now, Ms. Brown, when you signed these two
9 deeds, this probate affidavit and subscribing
10 witness ---

11 A: Uh-huh.

12 Q: --- you did not actually sign as a witness to
13 either one of these deeds, did you?

14 A: I signed this.

15 Q: You signed this statement ---

16 A: Th- -- this ---

17 Q: --- but you ---

18 A: --- here ---

19 Q: --- over here where it says witness ---

20 A: No, because ---

21 Q: --- and witness ---

22 A: --- I didn't ---

23 Q: --- you didn't ---

24 A: --- that ---

25 Q: --- sign that.



- 1 A: No.
- 2 Q: Okay. And on -- that's on the deed. That's
- 3 Plaintiff's Exhibit 1. On Plaintiff's Exhibit
- 4 3, you didn't sign either as witness on each
- 5 one -- either one of those ---
- 6 A: No.
- 7 Q: --- blanks. But you did sign ---
- 8 A: That.
- 9 Q: --- this document ---
- 10 A: Uh-huh.
- 11 Q: --- called a probate, so. All right. And the
- 12 probate that you signed on -- Number 3, says
- 13 that you witnessed it along with, and it's
- 14 blank. It wasn't ever filled out, was it?
- 15 A: No.
- 16 Q: Okay. And the same thing on Plaintiff's
- 17 Exhibit 1, that name wasn't filled out either.
- 18 A: Okay.
- 19 Q: Okay. In fact, I -- you probably don't know
- 20 this, but normally one of the two witnesses to
- 21 a deed that signed as witnesses are the ones
- 22 who would sign the document that they had you
- 23 sign.
- 24 A: Oh, okay.
- 25 Q: Okay. So. Now, I don't think you did anything



1 wrong 'cause you were following instructions
2 from Ms. McClerkin, I'm sure.

3 A: Exactly.

4 Q: Okay. Did anything that Glenn say about
5 Deatrix change your opinion about her?

6 A: No.

7 Q: Okay. Do you still like her just as much as
8 you did?

9 A: Yeah.

10 Q: Okay. Would it surprise you that Ms. Lula
11 doesn't remember this day at all?

12 A: Yeah, it would surprise me.

13 Q: Okay. Have you had a chance to interact with
14 her in the last -- after ---

15 A: No.

16 Q: --- that day?

17 A: No.

18 Q: So you haven't really, you haven't really seen
19 her in the last couple of years.

20 A: No, I haven't.

21 Q: Okay. All right. That's all the questions I
22 have, Your Honor.

23 **THE COURT:** Thank you.

24 **MR. BEST:** No redirect, Your Honor.

25 **THE COURT:** Well, same -- you -- can she be ---



1 **MR. SYRETT:** I don't believe that's the law.

2 **THE COURT:** I, I -- I'm not certain that's the law,
3 either, because you called her, you called her
4 as your witness. And you could've talked to
5 her about anything.

6 **MR. BEST:** Yeah ---

7 **THE COURT:** So, so he's -- but he's not limited here
8 ---

9 **MR. BEST:** Okay.

10 **THE COURT:** --- on, on cross. So I'm gonna allow,
11 I'm gonna allow the questions, but ---

12 **MR. SYRETT:** All right.

13 **Q:** This is the deeds to your, to your -- from your
14 parents.

15 **A:** Uh-huh.

16 **Q:** Now, you testified that the witnessed that are
17 signed on there were not present when the deed
18 was signed, correct?

19 **A:** No ---

20 **Q:** Okay. And they signed later.

21 **A:** Based upon the instructions from Ms. McClerklin
22 that they could sign later.

23 **Q:** Okay. Did you try to take that deed to the
24 register of deeds to record it before they
25 signed?



1 A: No.

2 Q: Well, when did they actually sign?

3 A: A day or two later ---

4 Q: A day or two ---

5 A: --- because ---

6 Q: --- later ---

7 A: --- Melissa said I had so many days to get the,

8 the deed signed.

9 Q: So you didn't attempt to record it before they

10 signed?

11 A: No.

12 Q: Are you sure?

13 A: Did I attempt to get it recorded in the ---

14 Q: Did you take it to the register of deeds

15 office, say on July 30th or 31st and, and

16 attempt to record it, and they said you don't

17 have any witnesses?

18 A: I don't, I don't recall that. I don't recall

19 -- I know Melissa ---

20 Q: You don't ---

21 A: --- said ---

22 Q: --- recall going to the register of deeds

23 office?

24 A: I do recall going to the register of deeds

25 office. I know Melissa said that Sylvia had to



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08/01/2018 16:46:10:453
REC FEE: \$10.00 ST FEE: \$1.30
CD FEE: \$0.55 Pages: 4
Lexington County R.O.D. Tina Guerry
QUIT CLAIM DEED Rk:Pg 20187:120

Please send recorded document and future tax statements to:

Deatrix Zeigler
203 Roach Avenue
Swansea, SC 29160

QUITCLAIM DEED

Know all men by these presents that the grantor,
Leon Zeigler and Lula Mae Zeigler, husband and wife, as joint tenants with survivorship rights, not as tenants in
common.

in consideration of the sum of \$200.00 (two- hundred dollars)
dollars, in hand paid to the said grantor by the grantee,
"Deatrix Kenette Zeigler, a single woman": A woman who has never been married.
203 Roach Avenue
Swansea, SC 29160

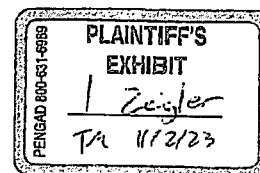
the receipt of which is hereby acknowledged, has remised, released, and forever quitclaimed and
by these presents do remise, release, and forever quitclaim unto the said grantee, all that parcel of
real property situated in the municipality of Swansea, in Lexington
County, South Carolina, more particularly described as:

Roach Avenue near the Town of Swansea, in Swansea Heights made by John K. Davis, R.L.S.,
dated January 6, 1969 and recorded in the office of the Clerk of Court for Lexington County in
Plat Book 71-G at page 97 in the office of Lexington County, SC Register of Deeds.
together with all and singular the rights, members, hereditaments and appurtenances to said
premises belonging or in any wise incident or appertaining; to have and to hold all and singular
the premises before mentioned unto said grantee, his heirs and assigns, forever.

Tax district, Map, and Parcel ID #: 013019-10-015
Property address: 203 Roach Avenue Swansea, SC 29160
Derivation of Title:

This said property is that conveyed to Jacob A. Bailey by deed of N.S.T. Builders, Inc., dated
May 25, 1970, and recorded in the office of Clerk of Court for Lexington County in Deed Book
19-A at page 274.

THIS CONVEYANCE is made subject to:
Easements and restrictions of record and otherwise affecting the subject property.



Witness my hand and seal this 29th day of July, 2018.

Deatrix Kenette Zeigler
Signature
Capacity: OWNER

Lula Mae Zeigler
Signature
Capacity: OWNER

Deatrix Kenette Zeigler
Signature
Capacity: WITNESS

Deatrix Kenette Zeigler
Signature
Capacity: WITNESS

Signature
Capacity: _____

Signature
Capacity: _____

Construe all terms with the appropriate gender and quantity required by the sense of this deed.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

I, Melisa Y. McClurkin, do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 29th day of July, 2018.

Melisa Y. McClurkin
Signature of Officer
My commission expires: 9-25-2019

MELISA Y. McCLURKIN
Notary Public
State of South Carolina
My Commission Expires 09-25-2019

Document prepared by:
Deatrix Kenette Zeigler
203 Roach Avenue
Swansea, South Carolina

Probate - Affidavit of Subscribing Witness

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

Personally appeared before me the below-signed witness and made oath that (s)he saw the within named Grantor sign, and as their act and deed deliver the within written _____, and that (s)he together with the other witness did witness the execution thereof.

Witness's signature

Print name:

Sylvia O. Brown
Sylvia O. Brown

Witness my official seal this the 29th day of July, 20 18

Melisa Y. McClurkin
Notary Public for South Carolina

My commission expires: 9-25-2019

MELISA Y. McCLURKIN
Notary Public
State of South Carolina
My Commission Expires 09-25-2019

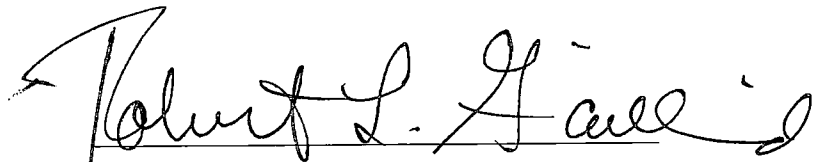
Exhibit A

Deatrix Kenette Zeigler, HER HEIR AND ASSIGN:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the southeastern side of Roach Avenue near the Town of Swansea, in the County of Lexington, State of South Carolina, being designated as Lot 15 on plat of Swansea Heights made by John K. Davis, R.L.S., dated January 6, 1969, and recorded in the office of the Clerk of Court for Lexington County in Plat Book 71-G at page 97; and being bounded and measures as follows: on the Northeast by Lot 14, One Hundred Eighty-two feet; on the Southeast property now or formerly of B.V. Jumper, One Hundred Sixty-five(165') feet; on the Southwest by Lot 16, One Hundred Eighty-two (182') feet; and on the Northwest by Roach Avenue, One Hundred Sixty-five(165') feet; all as shown on said plat, be all measurements a little more or less.

CERTIFICATE OF COUNSEL

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

A handwritten signature in black ink, reading "Robert L. Gailliard", written over a horizontal line.

Robert L. Gailliard
Attorney for Appellant
6650 Rivers Avenue
North Charleston, SC 29406
SC Bar # 2284
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