



## FINDINGS OF FACT

1. In the Complaint, Plaintiffs made the following allegations, which the Court accepts as correct. The Plaintiffs Robert Jones and Jessica Jones and Defendant Charles Smith are citizens and residents of Sumter County, South Carolina.

2. The Defendant, Aaron Quincy is a resident of Sumter County, South Carolina.

3. The property continues to be occupied by Aaron Quincy and his wife, Bridgette.

4. By Lease to Own Contract dated November 17, 2016, Robert Jones and Jessica Jones agreed to sell to Aaron Quincy the property, which is the subject of this action, which is generally described as the 2804 Kolb Road, Sumter, SC 29154, and more particularly described as follows:

All that certain piece, parcel, or lot of land situate lying and being in Privateer Township, Sumter County South Carolina delineated as Lot 14B on plat prepared by William E. Lindler, Jr., PLS, dated April 30, 2007 and recorded May 3, 2007 in Plat Book 2007 at Page 214 in the Rod Office for Sumter County, and bounded and measuring as Follows: On the North by Lot 14A and measuring thereon 541.83 feet; on the East by Kolb Road and measuring thereon 189.42 feet; on the South by Tract No. 11 and measuring thereon 442.84 feet; and on the Southwest by lands now or formerly of Sumter Reforestation, Inc. and measuring thereon 234.07 feet, be the said measurements more or less. This is the property known as 2804 Kolb Road, Sumter South Carolina bearing Sumter County tax map number: 179-00-01-036.

This is the property conveyed to Robert Jones and Jessica Jones by deed of Charles Smith dated January 29, 2008 and recorded February 1, 2008 in Book 1099 at Page 2646 in the ROD Office for Sumter, County.

5. The Lease to Own Contract has not been recorded in the Sumter County ROD Office.

6. Pursuant to that contract, Aaron Quincy as leasee was to pay monthly payments of \$750.00 by the 10th of every month. In addition, the contract set forth late fees and required maintenance of the property by leasee.

7. Defendant Quincy failed to pay the required payments, and the plaintiff through his attorney sent to him a notice of default and right to cure.

8. Sometime thereafter, the mobile home on the property was destroyed by fire, and Aaron Quincy moved a camper onto the property to live in, but has failed to make the required payments.

9. Soon after the fire, Plaintiff and Defendant, Aaron Quincy entered into a verbal agreement whereby Quincy could purchase the balance of the property for the sum of \$27,000.00 with that amount be paid in full by April 1, 2025. However, Quincy failed to make any payments toward that verbal agreement.

10. As a result of the default in payments both of the original Contract and of the verbal modification, Plaintiffs have requested that the Lease to Own Contract should be cancelled, including any right and/or equity of redemption which Defendant Quincy might have had in the property. Further, the Plaintiffs have alleged that they should be entitled to keep all funds received from the Defendant are rental payments and/or liquidated damaged, and the contract should be cancelled of record.

11. Charles Smith has entered into a contract with the Plaintiffs to purchase this property from Plaintiffs if they recover the property from the Defendant. Mr. Smith has made a financial deposit toward the purchase price, and Plaintiffs will either give Mr. Smith a credit for that deposit at the sale of the property to Smith or refund the amount of his advances in the event the sale does not go through.

12. The Plaintiffs declared the Lease to Own Contract to be in default, as well as the verbal modification of same, with all remaining payments and advances made by Plaintiffs to pay taxes immediately due and payable, and Plaintiffs desire that the Court issue an Order cancelling the Lease to Own Contract, terminating any equity of redemption that the Defendant may have in the property, and quiet title to the property in the name of the Plaintiffs, subject to the mortgage given to Mr. Smith.

13. The Plaintiffs are informed and believe the Lease to Own Contract, and verbal modification of same, should be cancelled including any right and/or equity of redemption that Aaron Quincy may have in the property, and that Mr. Quincy and any other occupants should be required to vacate the premises so that Plaintiff will have the peaceful possession of same, and that the Plaintiff should be entitled to keep all funds received by him as liquidated damaged, and the Lease to Own Contract should be cancelled of record.

In addition to the facts as set forth above, based on the testimony of the witnesses at the hearing, and other evidence presented, the Court makes the following additional findings.

14. The contract admitted into evidence was a lease to own from 2016. Per the testimony there were two other contracts and some disagreement over the signing and terms. The Exhibit of a written contract is blurred text and difficult to read.

15. The property is located at 2804 Kolb Road and is approximately 2.23 acres, with a 28x76 mobile home and a 16x32 outbuilding. Robert Jones, hereafter Robert, lived in this home between 2008 through 2014 after his purchase from Charles Smith. The parties intended for Aaron Quincy, hereafter Aaron, to have a purchase interest in the property and not solely a lease interest. Robert testified the purchase option was for 3 years, but he has offered Aaron the purchase option until the present time. Per Robert Aaron made a purchase offer at one time that was less than the balance owed on Robert's mortgage loan. Aaron has had possession of the property by agreement of the parties for approximately nine years. He has made monthly payments between \$750 and \$850 per the testimony. He stopped making payments and currently does not reside on the property. He does still have personal property stored on the property.

16. Robert testified that Aaron has not paid since July of 2024 and is 15 payments behind on the agreement. There is a \$50 late payment fee and a \$100 grass cut fee in the agreement. There was testimony that these fees were applied several times over the years. Robert sent a Right to Cure letter through his attorney to Aaron.

17. Two fires (February 2024 and labor day) and related suppression efforts have rendered the structures and improvements (mobile home and outbuilding / shop) on the property unusable in terms of living space and largely unusable in terms of storage or work activities. The testimony was that the mobile home now had full length skylight where the roof was opened up to allow for water to be sprayed in. It is now a total loss. The outbuilding was burned completely on one side. It was also considered a total loss. Robert testified that it would cost approximately \$7,000 to demolish and remove the structures, mobile home and outbuilding down to the slab. He offered to complete this work but Aaron did not respond.

18. Both parties acknowledged the value of the property in its current condition was less than the balance on the debt owed by Robert on the mortgage. In common terms, the property is now upside down. So much so, that even the insurance proceeds check sitting with the mortgage company from the second more serious fire loss is not sufficient to satisfy the mortgage debt.

19. Per Robert it will require approximately \$17,000 more than the \$62,500 in insurance proceeds to satisfy the loan. The first fire resulted in only a \$7,000 insurance payment as it was the outbuilding. There was no testimony as to how this payment was applied. Aaron also had insurance, but no benefits were received per his testimony. Aaron testified that there was a dispute over payment of the premium.

20. There is no win here for anybody and Robert has only brought this matter to this court because Aaron has stopped payments and he (Robert) still has to pay monthly on the mortgage until it satisfied. Aaron laments the fact that he has paid over 8 to 9 years, around \$70,000 to \$80,000 by my math and will have nothing of significant value to show for it. Of course, in the event of foreclosure on Robert's mortgage, nobody will have anything either and Robert's credit will be negatively impacted. Aaron testified his credit was not good enough to obtain a loan to purchase the property, but his credit is not tied to the loan on this property as it remains only in Robert's name.

21. The testimony went round and round in terms of who did what, when and how in the context of the landlord and tenant relationship. Who had responsibility and whether they handled and discharged such responsibility appropriately was contested and argued repeatedly. The mold discovery was an example of this, as well as some of the improvements and repairs made to the home. Other examples were a shower leak, and an air conditioning problem. Both parties acknowledged during their testimony that the other had tried to make this agreement work and allow Aaron to purchase the property.

22. Aaron acknowledged his credit would not allow him to purchase the home from Robert outright in his name (Aaron's). Robert acknowledged Aaron paid regularly and timely for the majority of the lease period.

23. Robert requests that Aaron's contract rights be terminated by the court and his equity of redemption barred. I find that that Aaron has an equity of redemption by virtue of his significant payments made to Robert since 2016; his (Aaron's) improvements made to the property over such time; and his (Aaron's) maintenance of the property over such time. This is the case even though the payments were only equal to rental value of the

property. A buyer's equity of redemption must be resolved by the court, as it not waived and cannot be unilaterally canceled by the seller. *Cody Discount, Inc. v Merritt*, 629 S.E.2d 697 (Ct. App. 2006); *Lewis v. Premium Investment Corp.*, 568 S.E.2d 361 (2002).

24. Aaron's equity of redemption shall be exercised by paying the balance due on the mortgage and freeing Robert's obligation with the mortgage holder within 30 days of the date of this order. The mortgage must be paid in full and satisfied, and Robert released from the obligation, otherwise the equity of redemption is not exercised and is hereby barred and terminated by the court. I find that a foreclosure sale of the property would add additional expense and not likely generate sufficient funds to satisfy the mortgage, even with the insurance proceeds applied to the loan. A sale is not practical in this instance. Both parties acknowledged there is no equity in the property.

25. Aaron could refinance the mortgage balance through his own lender, or he could assume the loan through Robert's mortgagee if the loan is even assumable (most current mortgage loans are not assumable) and he (Aaron) qualifies through the mortgagee from a credit standpoint. In any event Robert must be fully released from the mortgage loan. In the event Aaron provides proof of loan approval to refinance through his own lender, or approval to assume Robert's mortgage loan, he (Aaron) shall have an additional 30 days to close.

26. In addition to paying off the loan, Aaron shall pay Robert \$12,000 for 15 months of rent within 30 days. Perhaps such amount could be added to and financed as part of any loan to satisfy Robert's mortgage. I contemplate the amount required to be approximately \$17,000 (additional required with insurance proceeds check of \$62,500 to pay off mortgage) + \$12,000 (back rent) equals \$29,000. In addition, if the \$7,000 insurance proceeds check has not been applied to the mortgage, or to reduce Aaron's back rental

amount due, then he (Aaron) shall be given credit for same, either against the mortgage payoff, or against the \$12,000 in back rent due to Robert. Robert testified he offered the property to Aaron for \$35,000, less \$7,000 for the cleanup. That equals about the \$29,000 also.

27. Paying one or the other, but not both of the above shall result in termination of the equity of redemption. The period for redemption shall be 30 days from the date this order is filed, plus an additional 30 days as set forth above with proof of qualification and loan approval. If not completed within such timeframe, then the equity of redemption is barred, and Robert shall take possession of the property and may complete a sale to Charles Smith. After such transfer, I assume Robert's mortgage will be paid in full, and I will consider what if any back rent obligation remains due to Robert from Aaron, that will remain an issue. Robert has testified that he simply wants to be free of the mortgage debt on the property and is not looking to make anything from the sale. Either a refinance by Aaron, or a sale to Charles Smith should accomplish this goal.

28. Upon satisfaction of the above conditions by Aaron, Robert shall tender a deed, title and any other indicia of ownership of the property and improvements (mobile home) to Aaron. The above will allow Aaron the opportunity to complete his contract and have the property.

29. If the property is foreclosed by Robert's mortgage lender, not only will neither buyer or seller receive any equity whatsoever, but in such event, Aaron will suffer no additional credit damage from the foreclosure, as the loan was at all times in Robert's name.

30. At the start of the hearing, I granted Plaintiffs' 12(b)(6) motion as to the counterclaims. Aaron requested more time to seek additional information through discovery, but I do not see that additional records or discovery would impact the above analysis.

Based on my Findings of Fact, the Court makes the following

CONCLUSIONS OF LAW

- a) This Court has jurisdiction over the parties and over the subject matter of this action.
- b) The Plaintiffs are entitled to an order granting to them the cancellation of the Lease to Own Contract thus holding that the Plaintiffs are the fee simple owner of the real property, and that the Defendants, or their heirs or assignees, or any other unknown parties have no right in, lien on, or other interest in the real property, subject to the conditions and time periods set forth in my Findings of Fact.
- c) The Plaintiff is entitled to receive the cancellation of the Lease to Own Contract for the property, subject to the conditions and time periods set forth in my Findings of Fact.

Based on my findings of fact and conclusions of law,

IT IS ORDERED as follows:

- a. The Plaintiff is entitled to the cancellation of the Lease to Own Contract from Defendant Quincy pursuant to the Contract, subject to the conditions and time periods set forth in my Findings of Fact. In the event that Defendant Quincy is unable to meet the conditions and time periods set forth in my Findings of Fact, the Master-in-Equity shall sign an Order cancelling the lease to Own Contract and Order shall be filed by Mr. Weissenstein.
- b. Any Claim of the Defendant Quincy, both named and unknown, to the property or any persons claiming through them, including every equity of redemption, are barred, subject to the conditions and time periods set forth in my Findings of Fact.
- c. In the event that Defendant is unable to comply with the conditions and time periods set forth in my Findings of Fact, any occupants shall vacate the premises and reserve

their items of personal property, or same will be considered abandoned by such occupants, so that Plaintiff may retain or dispose of same.

IT IS SO ORDERED!

Sumter, South Carolina  
November \_\_\_\_, 2025

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Michael M. Jordon  
Master in Equity for Sumter County



Sumter Common Pleas

**Case Caption:** Robert Jones , plaintiff, et al VS Aaron Quincy , defendant, et al  
**Case Number:** 2025CP4301193  
**Type:** Master/Order/Other

And It Is So Ordered

S/ Michael M. Jordan - 3085