

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM RICHLAND COUNTY
Court of Common Pleas**

Jocelyn Newman, Circuit Court Judge

Case No. 2024-CP-40-05925

RECEIVED

MAR 25 2026

SC Court of Appeals

**Christine Ingrid Funk, as Personal Representative of the Estate
of Timothy Calhoun, Jr., ... Appellant,**

v.

Rochelle Graham & Dennis Graham, ... Respondents.

RECORD ON APPEAL

**William E. Booth III
3231 Sunset Boulevard, Suite A
West Columbia, SC 29169
(803) 791-9211 (T)
(803) 791-3159 (F)
SC Bar No. 771
Attorney for Appellant**

**Jason M. Hunter
Crawford & von Keller, LLC
Post Office Box 4216
Columbia, SC 29204
(803) 790-2626 (T)
SC Bar No. 101501
Attorneys for the Respondent**

INDEX

Order Granting Summary Judgment filed June 11, 2025	1
Form 4 Order filed May 28, 2025	12
Summons and Complaint filed October 2, 2024.....	15
Answer and Third-Party Complaint filed October 14, 2024	20
Answer of Third-Party Defendant filed November 13, 2024	29
Amended Answer and Counterclaim and Amended Third-Party Complaint filed December 5, 2024.....	32
Reply to Counterclaim filed January 6, 2025.....	41
Answer of Third-Party Defendant to Amended Third-Party Complaint filed January 6, 2025	43
Notice of Motion and Defendant's Motion for Summary Judgment as to Plaintiff's First and Second Causes of Action, with Exhibits, filed December 16, 2024	47
Memorandum in Opposition to the Granting of Motion for Summary Judgment of Defendants, with Exhibits, filed April 8, 2025	134
Memorandum in Opposition to the Granting of Motion for Summary Judgment of Defendants, filed May 2, 2025.....	152
Transcript of Hearing held on April 17, 2025	159
Certificate of Counsel	190

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

Christine Ingrid Funk, as Personal
Representative of the Estate of Timothy
Calhoun, Jr.,

Plaintiff,

-vs-

Rochelle Graham & Dennis Graham,

Defendant(s).

.....
Rochelle Graham & Dennis Graham,

Third-Party Plaintiffs,

-vs-

Christine Ingrid Funk, Individually,

Third-Party Defendants.

**IN THE COURT OF COMMON PLEAS
C/A No.: 2024-CP-40-05925**

**ORDER GRANTING SUMMARY
JUDGMENT**

0252-24-0001

This matter comes before me upon Motion of Defendants Rochelle Graham and Dennis Graham pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, seeking an Order Granting Summary Judgment and striking the Plaintiff's Complaint in this matter. This action concerns the ownership of real property located in Richland County, specifically, Plaintiff has alleged the existence of a parol contract for the sale of said real property.

On December 16, 2024, Defendants' counsel filed and served its Motion for Summary Judgment with supporting affidavits and verified exhibits. A Memorandum in Opposition and counter-affidavits were filed by Plaintiff's counsel on April 8, 2025. An additional Memorandum in Opposition was filed by counsel for the Plaintiff on May 2, 2025.

The hearing on the Defendant's Motion was held before me on April 17, 2025, at the Richland County Courthouse. Present and participating in the hearing was Jason M. Hunter of the

law firm Crawford & von Keller, LLC for the Defendants Rochelle Graham and Dennis Graham. The Plaintiff Christine Ingrid Funk, as Personal Representative of the Estate of Timothy Calhoun, Jr., was represented by William E. Booth, III of the Booth Law Firm, LLC.

Based upon the proof made of the facts and circumstances alleged in the pleadings, through the affidavits in support of summary judgment, and the verified exhibits thereto, I find, conclude and order as follows:

SUMMARY JUDGMENT STANDARD

Summary Judgment is warranted only if there is no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRCP. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." Bloom v. Ravoira, 339 S.C. 417, 529 S.E.2d 710 (2000). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. However, once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent must come forward with specific facts showing there is a genuine issue for trial." Garvin v. Bi-Lo, Inc., 337 S.C. 436, 523 S.E.2d 481 (Ct. App. 1999). The opponent cannot merely rely upon the pleadings, but must submit some additional evidence creating a genuine issue of material fact.

When plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. Ellis v. Davidson, 358 S.C. 509, 595 S.E.2d 817 (Ct. App. 2004). The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003). "It is a gratuitous cruelty to the parties and their witnesses to put them through the emotional ordeal when the outcome is foreordained" and in such cases summary judgment is appropriate. Mason v. Continental Illinois National Bank, 704 F.2d 361, 367 (7th Cir. 1983).

STANDARD AS TO PAROL CONTRACTS FOR THE SALE OF REAL PROPERTY

Where a party seeks to avoid the Statute of Frauds (S.C. Code Ann. § 32-3-10) and seek enforcement of an alleged parol contract for the sale of real property, the following considerations must be made:

First, a determination must be made as to whether a parol or oral contract existed. If not, then there is nothing to enforce. *The alleged contract must be proven with clear, definite,*

and certain evidence. Courts scrutinize such parol contracts carefully, requiring a higher standard of proof than in typical civil cases. The terms of the agreement must be established unambiguously and to a reasonable certainty to avoid reliance on guesswork or conjecture. *See Aust v. Beard*, 230 S.C. 515

Provided the existence and terms of an alleged parol contract are established by satisfactory proof, the alleging party must demonstrate sufficient part performance to remove the contract from the operation of the Statute of Frauds. Acts of part performance must be unequivocally referable to the alleged agreement and cannot be explained by any other relationship between the parties. Examples of such acts include taking possession of the property, making valuable and permanent improvements, or paying the purchase price. Payment alone is considered the weakest form of evidence and is insufficient by itself to remove the contract from the Statute. *See Aust v. Beard*, 230 S.C. 515; *Bradshaw v. Ewing*, 297 S.C. 242.

The nature and extent of any improvements made to the property are critical. Improvements must be substantial, permanent, and made with the knowledge or consent of the legal owner. Minor or temporary improvements are generally insufficient to support a claim of part performance *Aust v. Beard*, 230 S.C. 515, *Knight v. Stroud*, 214 S.C. 437.

The principle of equitable estoppel may apply, preventing a party from invoking the Statute of Frauds if the other party has acted in reliance on the oral agreement to such an extent that denying enforcement would be unconscionable. For instance, if the party alleging the contract has made significant improvements or incurred expenses based on the agreement, equity may intervene to prevent fraud. *See Parr v. Parr*, 268 S.C. 58; *Scurry v. Edwards*, 232 S.C. 53.

FINDINGS OF FACT

1) The Summons and Complaint were filed by the Plaintiff on October 2, 2024, seeking a judgment of specific performance as to an alleged installment sales contract, ordering Defendants to execute a general warranty deed conveying the property which is the subject of the instant case, and requesting attorneys fees and costs.

2) Plaintiff is the Personal Representative of the Estate of Richard Timothy Calhoun, Jr. by virtue of a Certificate of Appointment as Personal Representative. *See Case No. 2024-ES-40-01166.*

3) Defendants are residents of the State of South Carolina in Lexington County.

4) The real property which is the subject of the instant case is located in Richland County and is more thoroughly described as being:

Building Number 24, Apartment 1800 in the Carnaby Square Horizontal Property Regime, a horizontal property regime established by Carnaby Square – Joint Venture pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq. 1976 Code of Laws South Carolina by Master Deed dated January 25, 1980, recorded on March 19, 1980, in the ROD Office for Richland County in Deed Book D-534 at Page 232 which apartment is shown on the survey and site plan prepared by B.P. Barber and Associates, Inc., dated July 12, 1979, revised February 19, 1980 and being Exhibit A of the said Master Deed and being recorded in Plat Book Y at page 7004 and 7004A and Floor Plans of Apartment Buildings prepared by McNair, Gordon, Johnson and Karasiawicz, being Exhibit B, of said Master Deed and being recorded in Plat Book Y, Page 7005 through 7115,

This being the identical property conveyed to Rochelle Graham and Dennis Graham as joint tenants with right of survivorship, and not as tenants in common, by Deed of Rochelle Graham, dated July 14, 2014 and recorded in the Office of the ROD for Richland County in Book 1960 at Page 1784.

TMS No. 07482-02-07

("Subject Property" hereinafter).

5) This Court has jurisdiction over the instant matter pursuant to South Carolina Code of Laws Ann. §§ 15-7-10 & 36-2-802.

6) Defendants Rochelle Graham and Dennis Graham were deeded the Subject Property as joint tenants with the right of survivorship and not as tenants in common by that Deed to Real Estate recorded with the Richland County Register of Deeds on July 22, 2014 in Book 1960 at Page 1784.

7) Defendant Rochelle Graham entered into an Installment Contract of Sale for the Subject Property with non-party Matthew Graham on or about December 24, 2014. Said instrument was recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312. Defendant Dennis Graham was not a signatory to said Installment Contract.

8) The aforesaid Matthew Graham is a nephew of Defendants, was the brother of the Decedent Richard Timothy Calhoun, Jr., and is the son of the Plaintiff Christine Ingrid Funk, individually. Defendants played a large role in raising Matthew Graham and remain in a close relationship with him.

9) For a time, Matthew Graham and the Decedent, Richard Timothy Calhoun, Jr, resided together in the Subject Property. During that period, Mr. Calhoun paid rent unto Mr. Graham, and was considered a sub-tenant of Mr. Graham's, as evidenced by rental agreements between the two.

10) At some point, Matthew Graham indicated to the Defendants that he no longer wished to remain in the Subject Property and vacated the premises, subsequently purchasing a separate property for himself. Both the Defendants and Mr. Graham considered the Installment Contract of Sale to be mutually rescinded, void, and of no effect. Defendants also requested that prior counsel rescind and cancel the Installment Contract of Sale and had been of the belief that a rescission of record had been filed of record.

11) The aforesaid installment contract between the Defendants and Matthew Graham was never satisfied nor assigned.

12) To formalize and finalize the rescission of the Defendants' installment contract with Matthew Graham, a Cancellation & Rescission of an Installment Contract of Sale (Payment Unsatisfied) was executed by Defendants and Matthew Graham and was recorded with the Richland County Register of Deeds on December 16, 2024, in Book 2980 at Page 1286.

13) Following Matthew Graham's departure from the Subject Property, Mr. Calhoun remained therein as a tenant.

14) Defendants never entered into any rent-to-own or land sale installment contract or agreement with Mr. Calhoun. Mr. Calhoun was at all times considered to be a tenant at the Subject Property by the Defendant and, correspondingly, Defendants never received any indication from Mr. Calhoun that he considered himself to be anything more than a tenant. Defendants have presented evidence indicating that, because of their relationship with Mr. Calhoun, he was allowed to remain in the Subject Property as a tenant despite an inability to always pay rent on time or in full.

15) Defendants had considered gifting the Subject Property to Mr. Calhoun, but no gift was consummated prior to his passing. Further, Mr. Calhoun had expressed interest in purchasing a separate property of his own, and Defendants had engaged in discussions with Mr. Calhoun as to how they may assist him in purchasing a home. Such discussions included, but were not limited to, possibly selling the Subject Property and gifting him the proceeds to facilitate his purchase of another property.

16) Less than a week following Mr. Calhoun's passing on April 14, 2024, Christine Ingrid Funk, traveled from Ohio and began staying in the Subject Property. This was initially done with Defendants' implied consent. Ms. Funk was granted access to the subject property by those who were Mr. Calhoun roommates prior to his passing. Though Defendants did not expressly grant Ms. Funk access, they tacitly allowed her to remain in the property for a short time so that she could attend Mr. Calhoun's funeral and related family events.

17) Christine Ingrid Funk, despite holding no lease or color of title to the Subject Property, refused to vacate the premises and paid no rent or other payment unto Defendants throughout her stay.

18) Because of Christine Ingrid Funk's absolute refusal to leave, Defendants were forced to file a Notice to Quit to regain possession of the Subject Property. *See* C/A No. 2024CV4010302887.

19) Following a hearing in C/A No. 2024CV4010302887, Christine Ingrid Funk was adjudged a trespasser and a Writ of Ejectment was issued as to the Subject Property. It was only after this finding that Christine Ingrid Funk vacated the Subject Property.

20) Plaintiff has failed to produce any writing whatsoever to establish the alleged installment contract of sale of the Subject Property between Richard Timothy Calhoun, Jr. and Defendants. As such, Plaintiff's allegations regarding the alleged installment contract fail to satisfy the requirements as dictated by S.C. Code Ann. § 32-3-10 (the "Statute of Frauds").

21) As Plaintiff does not meet the standard of proof demanded by the Statute of Frauds, the alleged installment contract of sale must be considered under the paradigm of an oral or parol contract for the conveyance of real estate.

22) Prior to the hearing on Plaintiff's Motion for Summary Judgment, Plaintiff filed two sworn affidavits, one from Christine Ingrid Funk and another from non-party and brother of Ms. Funk, Steven Graham. The affidavit of Ms. Funk consists almost entirely of inadmissible hearsay, in which Ms. Funk makes allegations regarding things told to her by the decedent Richard Timothy Calhoun, Jr. and Defendant Dennis Graham. Ms. Funk also includes a ledger produced by her which allegedly speaks to payments made by the decedent Mr. Calhoun but is unsubstantiated by any actual bank records. The affidavit of Steven Graham consists entirely of inadmissible hearsay.

23) Plaintiff has failed to provide any evidence indicating that a parol or oral contract existed for the purchase of the Subject Property between Defendants and decedent Richard Timothy Calhoun, Jr., and have unequivocally failed to meet the high evidentiary standard of establishing such a contract by competent and satisfactory proof, such as is clear, definite, and certain.

24) Plaintiff has failed to provide evidence that decedent Richard Timothy Calhoun, Jr. performed in part or in full as to any parol or oral contract for the sale of the Subject Property, or that the decedent acted in any way out of reliance upon any oral or parol contract.

25) Plaintiff has failed to provide evidence that the Statute of Frauds should be avoided in the instant matter. As such, the records of the Subject Property as recorded in the Richland County Register of Deeds should be interpreted as the only documents of consideration as to ownership of the Subject Property.

CONCLUSIONS OF LAW

Due to the foregoing, it is therefore ORDERED, ADJUDGED, AND DECREED that:

- a) The Defendant's Motion for Summary Judgment against the Plaintiff is GRANTED.
- b) The Plaintiff's Complaint filed in the instant case on October 2, 2024 is dismissed.
- c) No contract of sale for the Subject Property existed between decedent Richard Timothy Calhoun, Jr. and the Defendants.
- d) The Clerk of Court is hereby ordered to dismiss the *Lis Pendens* filed in the instant case on November 20, 2024. Said *Lis Pendens* is a nullity of no force or effect.
- e) Neither Plaintiff; Christine Ingrid Funk individually; nor the Estate of Richard Timothy Calhoun, Jr. hold any title to or rights in the Subject Property.
- f) Defendants Rochelle Graham and Dennis Graham hold fee simple title to the Subject Property, and that Deed conveying title to them, recorded with the Richland County Register of Deeds on July 22, 2014 in Book 1960 at Page 1784 should be considered uncontradicted.

- g) Defendants/Third-Party Plaintiffs Rochelle Graham and Dennis Graham may proceed with their Third-Party Complaint against Christine Ingrid Funk, Individually.
- h) As to Third-Party Plaintiff's First Cause of Action for Trespass, as Christine Ingrid Funk, Individually has already been adjudged a trespasser in C/A No. 2024CV4010302887. As such, Third-Party Plaintiff's need only to schedule a damages hearing to present evidence as to the amount of damages for which Christine Ingrid Funk, Individually is liable.

AND IT IS SO ORDERED!

*****JUDGE'S SIGNATURE PAGE TO FOLLOW*****

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-40-05925

Christine Ingrid Funk, As Personal
Representative of the Estate of Timothy Calhoun,
Jr.

Rochelle Graham & Dennis Graham

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Jason M. Hunter Bar No. 101501

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ 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
- ☐ **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 order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

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)	
Rochelle Graham & Dennis Graham	Christine Ingrid Funk, Individually	\$ N/A
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

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:

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.



Richland Common Pleas

Case Caption: Christine Ingrid Funk , plaintiff, et al vs Rochelle Graham , defendant,
et al
Case Number: 2024CP4005925
Type: Order/Summary Judgment

So Ordered

Jocelyn Newman

Electronically signed on 2025-06-10 11:15:15 page 11 of 11

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP4005925

Christine Ingrid Funk et al
 PLAINTIFF(S)

Rochelle Graham et al
 DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Defendants' Motion for Summary Judgment (filed on 12/16/24) is GRANTED. Defense counsel shall efile proposed Order within 20 days.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/28/2025 .

Christine Ingrid Funk
 Dennis Graham
 Rochelle Graham
 Christine Ingrid Funk Prs
 Richard Timothy Calhoun Jr Estate
 Christine Ingrid Funk

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Richland Common Pleas

Case Caption: Christine Ingrid Funk , plaintiff, et al vs Rochelle Graham , defendant,
et al
Case Number: 2024CP4005925
Type: Order/Electronic Form 4

So Ordered

Jocelyn Newman

Electronically signed on 2025-05-28 14:06:56 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-

**SUMMONS
(Non-Jury)
(Specific Performance for
Sale of Real Property)**

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at 3231 Sunset Boulevard, Suite A, West Columbia, SC 29169, within thirty (30) days after the service hereof, exclusive of the date of such service; and in the case of your failure to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

BOOTH LAW FIRM, LLC

s/William E. Booth III

William E. Booth III

3231 Sunset Boulevard, Suite A

West Columbia, SC 29169

(T) (803) 791-9211

(F) (803) 791-3159

bill@boothlawfirmssc.com

SC Bar No. 771

West Columbia, South Carolina
October 2, 2024

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk, as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-

**COMPLAINT
(Non-Jury)
(Specific Performance for
Sale of Real Property)**

The Plaintiff above-named, complaining of the Defendants above named, alleges and requests as follows:

Introduction and Jurisdiction

1. Plaintiff, Christine Ingrid Funk, is the Personal Representative of the Estate of Richard Timothy Calhoun, Jr. by virtue of a Certificate of Appointment as Personal Representative executed August 8, 2024, by the Hon. Amy W. McCulloch, which said estate is currently being probated in Richland County, South Carolina, as Case No. 2024-ES-40-01166 (hereinafter referred to as "Buyer").

2. Upon information and belief, the Defendants, Rochelle Graham and Dennis Graham (hereinafter collectively referred to as "Seller"), are now and were at the times hereinafter mentioned, residents of the County of Lexington, State of South Carolina.

3. Ownership of real property is involved in this action and is located in the County of Richland, State of South Carolina, and is now and was, at all times hereinafter mentioned, owned by Seller.

4. This Court has jurisdiction over the parties and the subject matter of this action and the proper venue of this action is Richland County under S.C. Code Ann., § 15-7-10(1) (1976), as amended, and under S.C. Code Ann., § 15-7-30 (1976), as amended.

Factual Background

5. On June 24, 2019, the parties hereto entered into an installment contract of sale by which Seller sold to Richard Timothy Calhoun, Jr. (hereinafter referred to as "Calhoun") certain real property located in Richland County, with property address of 1800 Ashford Lane, as shown on the Richland County Assessor's Tax Maps as parcel number 07482-02-07. Payment for said property was by monthly payments with an initial purchase price of \$25,000.00 at an interest rate of 3.25%. In addition to the monthly payments, Calhoun, as owner of the subject property, was required to pay all property taxes, all regime fees, and the insurance on the property. Again, Calhoun was also responsible for all repairs to the property. The installment sales contract contemplated title to the property to be held by Seller with a deed to be executed and delivered when the full purchase price was paid. The legal description of the subject property (hereinafter referred to as the "Property") is as follows:

Building Number 24, Apartment 1800 in the Carnaby Square Horizontal Property Regime, a horizontal property regime established by Carnaby Square – Joint Venture pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq. 1976 Code of Laws South Carolina by Master Deed dated January 25, 1980, recorded on March 19, 1980, in the ROD Office for Richland County in Deed Book D-534 at Page 232 which apartment is shown on the survey and site plan prepared by B.P. Barber and Associates, Inc., dated July 12, 1979, revised February 19, 1980 and being Exhibit A of the said Master Deed and being recorded in Plat Book Y at page 7004 and 7004A and Floor Plans of Apartment Buildings prepared by McNair, Gordon, Johnson and Karasiawicz, being Exhibit B, of said Master Deed and being recorded in Plat Book Y, Page 7005 through 7115,

together with the undivided interest in common elements declared by said Master Deed to be an appurtenance to the Apartment conveyed hereby.

This being the property conveyed to Rochelle Graham by deed of Joseph M. Strickland, as Master-in-Equity for Richland County dated July 2, 2014, and recorded July 16, 2014, in Record Book 1959 at Page 1247, and subsequently conveyed by Rochelle Graham to Rochelle Graham and Dennis Graham by deed dated July 14, 2014, and recorded July 22, 2014, in Record Book 1960 at Page 1784.

6. The arrangement of an installment sales contract with Seller holding title was similar to a previous written installment sales contract on the same property with Matthew Graham, the son of the Plaintiff and the brother of Calhoun, but this installment sales contract was terminated by mutual agreement at the time that Calhoun entered into the installment sales contract with Seller.

7. Calhoun immediately took possession of the Property as his primary residence and lived in the Property until his death on April 14, 2024.

8. Prior to the death of Calhoun, he had made all payments of real estate taxes and had made all payments for regime fees.

9. Prior to the death of Calhoun, he had paid the cost of improvements to the Property, including the installation of new windows.

10. Prior to his death, Calhoun had paid in full all installment payments required by the installment sales contract with Seller entitling him, and now his estate, to receive a deed from Seller conveying good and marketable title to the Property, free and clear of all liens and encumbrances.

FOR A FIRST CAUSE OF ACTION
(Specific Performance)

11. The Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1 through 10, as set forth fully herein.

12. As the result of full performance of the installment sales contract, Buyer is informed and believed that she is entitled and hereby seeks an Order directing that Seller execute and deliver to Buyer a good and sufficient general warranty deed and that upon failure to comply that an Order be issued directing the Clerk of Court to execute and deliver said document to Buyer.

FOR A SECOND CAUSE OF ACTION
(Attorney's Fees)

13. The Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1 through 12, as set forth fully herein.

14. Buyer has incurred and will continue to incur costs and attorney's fees for the prosecution of this action.

15. Buyer is informed and believes that she is entitled to and hereby seeks to recover his costs and attorney's fees for this action.

WHEREFORE, the Plaintiff prays judgment and requests the following:

A. In the First Cause of Action, an Order directing that Defendants execute and deliver to Plaintiff a good and sufficient warranty deed for the above-described Property or, upon failure to so act, an Order directing the Clerk of Court to execute such deed.

B. In the Second Cause of Action, for costs and reasonable attorney's fees.

C. For such other relief as the Court may deem just and proper.

BOOTH LAW FIRM, LLC

s/William E. Booth III

William E. Booth III
3231 Sunset Boulevard, Suite A
West Columbia, SC 29169
(T) (803) 791-9211
(F) (803) 791-3159
bill@boothlawfirmssc.com
SC Bar No. 771

West Columbia, South Carolina
October 2, 2024

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS
C/A No.: 2024-CP-40-05925**

Christine Ingrid Funk, as Personal
Representative of the Estate of Timothy
Calhoun, Jr.,

Plaintiff,

-vs-

Rochelle Graham & Dennis Graham,

Defendant(s).

**ANSWER & THIRD PARTY
COMPLAINT**

.....
Rochelle Graham & Dennis Graham,

Third-Party Plaintiffs,

-vs-

Christine Ingrid Funk, Individually,

Third-Party Defendants.

0252-24-0001

The Defendants and Third-Party Plaintiffs, by and through its undersigned counsel, submits its Answer to Plaintiff 's Complaint and its Third-Party Complaint and sets forth the following allegations:

1. That the Complaint fails to allege facts sufficient to constitute a cause of action against the Plaintiff and, therefore, should be dismissed pursuant to Rule 12 SCRPC.
2. That the Defendants deny each and every allegation contained in the Complaint not specifically admitted or explained.
3. As Defendants lack sufficient information to confirm the allegations contained in Paragraph 1, the allegations therein are denied and strict proof is demanded thereof.

4. Defendants respond to Paragraphs 2,3, & 4 by admitting that this Court has jurisdiction over the instant case and parties. Defendants deny any other allegations contained therein and demand strict proof thereof.

5. Defendants assert and admit that they own the subject property fee simple as joint tenants with the right of survivorship, by virtue of that Deed to Real Estate recorded in the Richland County Register of Deeds on July 22, 2014 in Book 1960 at Page 1784, as is indicated in the derivation of the legal description included in Plaintiff's Paragraph 5. Defendants deny all other allegations contained therein and demand strict proof thereof.

6. Defendants deny the allegations contained in Paragraph 6,7,8,9 & 10 and demand strict proof thereof.

AS TO THE FIRST CAUSE OF ACTION

7. In response to Paragraph 11, Defendants reassert and reallege each paragraph above as if fully set forth herein verbatim.

8. Defendants would show that the allegations contained in Paragraph 12 are legal conclusions to which no response is required. Except as otherwise stated, Defendants deny the allegations contained in Paragraph 12 and demand strict proof thereof.

AS TO THE SECOND CAUSE OF ACTION

9. In response to Paragraph 13, Defendants reassert and re-allege each paragraph above as if fully set forth herein verbatim.

10. As Defendants lack sufficient information to confirm the allegations contained in Paragraph 14, the allegations therein are denied, and strict proof is demanded thereof

11. Defendants would show that the allegations of Paragraph 15 are legal conclusions to which no response is required. Except as otherwise stated, Defendants deny the allegations contained in Paragraph 15 and demand strict proof thereof.

FOR A FIRST DEFENSE

12. Defendant Rochelle Graham would show that that she entered into an Installment Contract of Sale ("Installment Contract") for the Subject Property with a Matthew Graham, on or about December 24, 2014. Said instrument is recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312. Defendants ask this Court to take notice that co-owner Dennis Graham was not a signatory to the Installment Contract.

13. The aforesaid Matthew Graham is a nephew of Defendants, was the brother of the Decedent, and is the son of Plaintiff Christine Ingrid Funk. Defendants played a large role in raising Matthew Graham and remain in a close, loving relationship with Mr. Graham.

14. At some point, Mr. Graham indicated that he no longer wished to remain in the subject property and vacated the premises, subsequently purchasing a separate property for himself. Defendants and Mr. Graham considered the Installment Contract of Sale to be rescinded, void, and of no effect. Defendants further requested of prior counsel that the Installment Contract of Sale be rescinded of record and believed that this rescission of record had been completed.

15. At no point was the Installment Contract assigned to anyone.

16. Defendants also cared a great deal about the Decedent, and allowed him to remain upon the subject premises as a lessee. Defendants will show that they allowed the Decedent to remain upon the premises through hardships despite his inability to pay rent on time.

17. There has never been any agreement between Defendants and the Decedent for the purchase of the Subject Premises. The Decedent's interest in the Subject Premises was always and at all times understood by both Defendants and the Decedent himself to be that of a lessee.

FOR A SECOND DEFENSE
(Statute of Frauds; S.C. Code Ann. § 32-3-10)

18. Defendants assert the Statute of Frauds as a complete defense to the allegations contained in Plaintiff's Complaint.

FOR A THIRD DEFENSE
(Lack of Privity)

19. Defendants assert that no contract, written or otherwise, existed between themselves and the Decedent Richard Timothy Calhoun, Jr. or Christine Ingrid Funk for the sale of the subject property.

FOR A FOURTH DEFENSE
(Estoppel)

20. By virtue of his trespass, and by virtue of there being no Landlord-Tenant relationship between the Parties, Plaintiff is estopped from enforcing any of the alleged rights, claims and obligations it seeks to enforce against Defendant. Defendant does not now and has never owed any sort of duty to Plaintiff.

FOR A FIFTH DEFENSE
(Unclean Hands)

21. Defendants assert that Plaintiff's causes of action are barred by the equitable doctrine of unclean hands.

FOR A SIXTH DEFENSE
(Fraud)

22. Defendants assert fraud on the part of the party seeking relief as a defense to the allegations contained in the Plaintiff's Complaint.

FOR A SEVENTH DEFENSE
(Misrepresentation)

23. Defendants assert misrepresentation as a defense to the allegations contained in the Plaintiff's Complaint.

FOR AN EIGHTH DEFENSE
(Lack of Mutuality)

24. Defendants assert a lack of mutuality as a defense to the allegations contained in the Plaintiff's Complaint.

FOR A NINTH DEFENSE
(Incompleteness or Uncertainty)

25. Defendants assert incompleteness and uncertainty as defenses to the allegations contained in the Plaintiff's Complaint.

FOR A TENTH DEFENSE

26. Defendants plead all affirmative defenses available under Rule 8(c) of the South Carolina Rules of Civil Procedure.

RESERVATION & NON-WAIVER

27. Defendants reserve and do not waive any additional or further defenses as may be revealed through additional information acquired in discovery or otherwise and hereby reserve the right to amend its Answer and Affirmative Defenses to Plaintiff's Complaint to include additional affirmative defenses as they become available

FOR A THIRD-PARTY COMPLAINT
(For a First Cause of Action: Trespass)

28. Third-Party Plaintiffs are the lawful owners of the Subject Property which is located in Richland County and is more thoroughly described as:

Building Number 24, Apartment 1800 in the Carnaby Square Horizontal Property Regime, a horizontal property regime established by Carnaby Square – Joint Venture

pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq. 1976 Code of Laws South Carolina by Master Deed dated January 25, 1980, recorded on March 19, 1980, in the ROD Office for Richland County in Deed Book D-534 at Page 232 which apartment is shown on the survey and site plan prepared by B.P. Barber and Associates, Inc., dated July 12, 1979, revised February 19, 1980 and being Exhibit A of the said Master Deed and being recorded in Plat Book Y at page 7004 and 7004A and Floor Plans of Apartment Buildings prepared by McNair, Gordon, Johnson and Karasiawicz, being Exhibit B, of said Master Deed and being recorded in Plat Book Y, Page 7005 through 7115,

This being the identical property conveyed to Rochelle Graham by Deed of Joseph M. Strickland, Richland County Master in Equity, dated July 2, 2014 and recorded in the Office of the ROD for Richland County in Book 1959 at Page 1247.

29. Third-Party Plaintiff's purchased the subject property as an investment.

30. Third-Party Defendant Christine Ingrid Funk is a resident of Richland County by virtue of her continuing trespass upon the Subject Property.

31. Jurisdiction in this Court is proper pursuant to S.C. Code § 15-7-10.

32. On or about April 2024, Third-Party Defendant moved into the Subject Property.

33. As of this filing, Third-Party Defendant continues to reside upon the Subject Property and, despite Third-Party Plaintiffs' request to cease and desist, Defendant has continued to trespass upon the Subject Property.

34. Third-Party Defendant's continued presence upon Plaintiff's property is unauthorized and constitutes a trespass.

35. As a direct and proximate result of Third-Party Defendant's trespass, Third-Party Plaintiff has suffered damages, including but not limited to Third-Party Plaintiff's exclusion from the Subject Property; inability to market the property for sale or lease; and inability to realize any gain from its investment.

36. The actions of Third-Party Defendant are also causing reputational damage to Third-Party Plaintiff's with the Homeowners Association of the Subject Property and risk exposing Third-Party Defendants to liability, as dogs kept upon the Subject Property by Third-Party Defendant have attacked other animals and/or neighboring residents (See *State of South Carolina -vs- Christine I. Funk* Case No.4032516; *State of South Carolina -vs- Christine I. Funk* Case No.4032517; *State of South Carolina -vs- Christine I. Funk* Case No.4032518; &, *State of South Carolina -vs- Christine I. Funk* Case No.4032519.

37. Request for Punitive Damages: Third-Party Defendant's actions were and are willful, wanton, and in reckless disregard of Plaintiff's rights.

38. Third-Party Defendant's willful continuing trespass and despite requests to vacate demonstrate a conscious indifference to Plaintiff's property rights. *Brogdon v. D. W. Alderman & Sons Co.*, 172 S.C. 511, *Hinson v. A.T. Sistare Constr. Co.*, 236 S.C. 125, *Rogers v. Wunderlich*, 135 S.C. 307.

39. Under South Carolina law, punitive damages are warranted to punish Defendant and deter similar conduct in the future. *Hinson v. A.T. Sistare Constr. Co.*, 236 S.C. 125, *Rogers v. Wunderlich*, 135 S.C. 307, *Oakman Service Station, Inc. v. People's Oil Co.*, 174 S.C. 517.

WHEREFORE, having fully responded to the Complaint, and issuing its Third-Party Complaint, Defendants/ Third-Party Plaintiffs pray for judgment against Plaintiff & Third-Party Defendant as follows:

- a. That Plaintiff's complaint be dismissed with prejudice;
- b. For actual damages in an amount to be determined at trial;
- c. For punitive damages in an amount sufficient to punish Defendant and deter future misconduct;
- d. For an injunction preventing Defendant from further trespassing on Plaintiff's property;
- e. For costs of this action and reasonable attorney's fees;
- f. For such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED

CRAWFORD & VON KELLER, LLC

/s/ Jason M. Hunter

Theodore von Keller, S.C. Bar No. 5718
B. Lindsay Crawford, III S.C. Bar No. 6510
B. Lindsay Crawford, IV S.C. Bar No. 101707
Charley S. FitzSimons S.C. Bar No. 104326
Jason M. Hunter S.C. Bar No. 101501
Post Office Box 4216
Columbia, South Carolina 29204
Telephone 803-790-2626
ATTORNEYS FOR THE PLAINTIFF

Columbia, SC

October 14, 2024

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS
C/A No.: 2024-CP-40-05925**

Christine Ingrid Funk, as Personal
Representative of the Estate of Timothy
Calhoun, Jr.,

Plaintiff,

SUMMONS

-vs-

Rochelle Graham & Dennis Graham,

Defendant(s).

.....
Rochelle Graham & Dennis Graham,

Third-Party Plaintiffs,

-vs-

Christine Ingrid Funk, Individually,

Third-Party Defendants.

TO: THE THIRD-PARTY DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer on the subscribers at Post Office Box 4216, Columbia, South Carolina 29204, within thirty (30) days after the service hereof, exclusive of the day of service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for judgment by default for the relief demanded in the Complaint.

CRAWFORD & VON KELLER, LLC

s/Jason M. Hunter

Columbia, South Carolina

Theodore von Keller
B. Lindsay Crawford, III
B. Lindsay Crawford, IV
Charley F. MacInnis
Jason M. Hunter, SC Bar No. 105101
Eric H. Nelson
Post Office Box 4216
Columbia, South Carolina 29240
Attorneys for Plaintiff
Telephone: (803) 790-2626
ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

Rochelle Graham and Dennis Graham,

Third-Party Plaintiffs,

vs.

Chritine Funk, Individually,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-05925

**ANSWER
OF
THIRD-PARTY DEFENDANT**

Third-Party Defendant, Christine Funk, answering the Third-Party Complaint filed on October 14, 2024, would respectfully show and request the following:

FOR A FIRST DEFENSE TO THE CAUSE OF ACTION: TRESPASS

1. Each and every allegation not herein specifically admitted, qualified, or explained, is denied and strict proof demanded thereof.

FOR A SECOND DEFENSE TO THE CAUSE OF ACTION: TRESPASS

2. Answering the allegations of paragraph 28 through 39, Third-Party Defendant states the following:

3. The allegations of Paragraph 28 are denied. Further answering the allegations of Paragraph 28, Third-Party Defendant alleges and would show that she is

the owner of the Subject Property, being the sole heir of her late son, Richard Timothy Calhoun, Jr., with the basis for ownership set forth in the Complaint filed by Third-Party Defendant as the Personal Representative of the Estate Richard Timothy Calhoun, Jr., as specified under the Cause of Action: Specific Performance.

4. Answering the allegations of Paragraph 29: Third-Party Defendant lacks sufficient information or belief as to the allegations set forth therein, and, therefore, denies same.

5. Answering the allegations of Paragraph 30: Third-Party Defendant admits that she now resides in the Subject Property but denies that she is a trespasser.

6. Answering the allegations of Paragraph 31: This allegation is a statement of law and does not require a response.

7. Answering the allegations of Paragraphs 32, 33, and 34: Third-Party Defendant alleges and would show that Third-Party Plaintiff was aware and acquiesced in Third-Party Defendant moving into the Subject Property as a result of the death of her son, Richard Timothy Calhoun, Jr. Further answering the allegations of Paragraphs 32, 33, and 34, Third-Party Defendant alleges and would show that she and the brother of Third-Party, Plaintiff Rochelle Graham, traveled together from the State of Ohio so that Third-Party Defendant could take possession of the Subject Property as the sole heir of her late son, Richard Timothy Calhoun, Jr. Further answering the allegations of Paragraphs 32, 33, and 34, Third-Party Defendant alleges and would show that Third-Party Plaintiffs visited Third-Party Defendant while she was living in the Subject Property on several occasions.

8. The allegations of Paragraphs 35 are denied.

9. Answering the allegations of Paragraph 36: Third-Party Defendant alleges and would show that there was one occasion when one of the dogs owned by her late son and living with him at the Subject Property, did interact with a dog and its owner and, unfortunately, causing a minor injury to the owner of the other dog. Third-Party Defendant alleges and would show that the injury suffered by the owner of the other dog was minor and upon information and belief she has fully recovered from the injury. Further answering the allegations of Paragraph 36, Third-Party Defendant alleges and would show that the other cases pending against her deal with the un-licensing of the dogs and that she was not aware the dogs needed licenses but immediately procured licenses for them. The remaining allegations of Paragraph 36 are denied.

10. The allegations of Paragraphs 37 and 38 are denied.

11. Answering the allegations of Paragraph 39: This allegation is a statement of law and does not require a response.

WHEREFORE, the Third-Party Defendant, Christine Funk, prays that the Court inquire into the matters set forth herein and take the following action:

A. That the relief requested in the Third-Party Complaint be denied and the Third-Party Complaint be dismissed with prejudice; and

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

BOOTH LAW FIRM, LLC

s/William E. Booth III
 William E. Booth III
 3231 Sunset Boulevard, Suite A
 West Columbia, SC 29169
 (T) (803) 791-9211
 (F) (803) 791-3159
 bill@boothlawfirmssc.com
 SC Bar No. 771
 Attorney for Third-Party Defendant

West Columbia, South Carolina
 November 13, 2024

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS
C/A No.: 2024-CP-40-05925**

Christine Ingrid Funk, as Personal
Representative of the Estate of Timothy
Calhoun, Jr.,

Plaintiff,

-vs-

Rochelle Graham & Dennis Graham,

Defendant(s).

**AMENDED ANSWER &
COUNTERCLAIM & AMENDED THIRD
PARTY COMPLAINT**

.....
Rochelle Graham & Dennis Graham,

Third-Party Plaintiffs,

-vs-

Christine Ingrid Funk, Individually,

Third-Party Defendants.

0252-24-0001

The Defendants and Third-Party Plaintiffs, by and through its undersigned counsel, submits its Amended Answer and Counterclaim to Plaintiff's Complaint and its Amended Third-Party Complaint and sets forth the following allegations:

1. That the Complaint fails to allege facts sufficient to constitute a cause of action against the Plaintiff and, therefore, should be dismissed pursuant to Rule 12 SCRPC.
2. That the Defendants deny each and every allegation contained in the Complaint not specifically admitted or explained.
3. As Defendants lack sufficient information to confirm the allegations contained in Paragraph 1, the allegations therein are denied and strict proof is demanded thereof.

4. Defendants respond to Paragraphs 2,3, & 4 by admitting that this Court has jurisdiction over the instant case and parties. Defendants deny any other allegations contained therein and demand strict proof thereof.

5. Defendants assert and admit that they own the subject property fee simple as joint tenants with the right of survivorship, by virtue of that Deed to Real Estate recorded in the Richland County Register of Deeds on July 22, 2014 in Book 1960 at Page 1784, as is indicated in the derivation of the legal description included in Plaintiff's Paragraph 5. Defendants deny all other allegations contained therein and demand strict proof thereof.

6. Defendants deny the allegations contained in Paragraph 6,7,8,9 & 10 and demand strict proof thereof.

AS TO THE FIRST CAUSE OF ACTION

7. In response to Paragraph 11, Defendants reassert and reallege each paragraph above as if fully set forth herein verbatim.

8. Defendants would show that the allegations contained in Paragraph 12 are legal conclusions to which no response is required. Except as otherwise stated, Defendants deny the allegations contained in Paragraph 12 and demand strict proof thereof.

AS TO THE SECOND CAUSE OF ACTION

9. In response to Paragraph 13, Defendants reassert and re-allege each paragraph above as if fully set forth herein verbatim.

10. As Defendants lack sufficient information to confirm the allegations contained in Paragraph 14, the allegations therein are denied, and strict proof is demanded thereof.

11. Defendants would show that the allegations of Paragraph 15 are legal conclusions to which no response is required. Except as otherwise stated, Defendants deny the allegations contained in Paragraph 15 and demand strict proof thereof.

FOR A FIRST DEFENSE

12. Defendant Rochelle Graham would show that that she entered into an Installment Contract of Sale ("Installment Contract") for the Subject Property with a Matthew Graham, on or about December 24, 2014. Said instrument is recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312. Defendants ask this Court to take notice that co-owner Dennis Graham was not a signatory to the Installment Contract.

13. The aforesaid Matthew Graham is a nephew of Defendants, was the brother of the Decedent, and is the son of Plaintiff Christine Ingrid Funk. Defendants played a large role in raising Matthew Graham and remain in a close, loving relationship with Mr. Graham.

14. At some point, Mr. Graham indicated that he no longer wished to remain in the subject property and vacated the premises, subsequently purchasing a separate property for himself. Defendants and Mr. Graham considered the Installment Contract of Sale to be rescinded, void, and of no effect. Defendants further requested of prior counsel that the Installment Contract of Sale be rescinded of record and believed that this rescission of record had been completed.

15. At no point was the Installment Contract assigned to anyone.

16. Defendants also cared a great deal about the Decedent, and allowed him to remain upon the subject premises as a lessee. Defendants will show that they allowed the Decedent to remain upon the premises through hardships despite his inability to pay rent on time.

17. There has never been any agreement between Defendants and the Decedent for the purchase of the Subject Premises. The Decedent's interest in the Subject Premises was always and at all times understood by both Defendants and the Decedent himself to be that of a lessee.

FOR A SECOND DEFENSE
(Statute of Frauds; S.C. Code Ann. § 32-3-10)

18. Defendants assert the Statute of Frauds as a complete defense to the allegations contained in Plaintiff's Complaint.

FOR A THIRD DEFENSE
(Lack of Privity)

19. Defendants assert that no contract, written or otherwise, existed between themselves and the Decedent Richard Timothy Calhoun, Jr. or Christine Ingrid Funk for the sale of the subject property.

FOR A FOURTH DEFENSE
(Estoppel)

20. By virtue of his trespass, and by virtue of there being no Landlord-Tenant relationship between the Parties, Plaintiff is estopped from enforcing any of the alleged rights, claims and obligations it seeks to enforce against Defendant. Defendant does not now and has never owed any sort of duty to Plaintiff.

FOR A FIFTH DEFENSE
(Unclean Hands)

21. Defendants assert that Plaintiff's causes of action are barred by the equitable doctrine of unclean hands.

FOR A SIXTH DEFENSE
(Fraud)

22. Defendants assert fraud on the part of the party seeking relief as a defense to the allegations contained in the Plaintiff's Complaint.

FOR A SEVENTH DEFENSE
(Misrepresentation)

23. Defendants assert misrepresentation as a defense to the allegations contained in the Plaintiff's Complaint.

FOR AN EIGHTH DEFENSE
(Lack of Mutuality)

24. Defendants assert a lack of mutuality as a defense to the allegations contained in the Plaintiff's Complaint.

FOR A NINTH DEFENSE
(Incompleteness or Uncertainty)

25. Defendants assert incompleteness and uncertainty as defenses to the allegations contained in the Plaintiff's Complaint.

FOR A TENTH DEFENSE

26. Defendants plead all affirmative defenses available under Rule 8(c) of the South Carolina Rules of Civil Procedure.

RESERVATION & NON-WAIVER

27. Defendants reserve and do not waive any additional or further defenses as may be revealed through additional information acquired in discovery or otherwise and hereby reserve the right to amend its Answer and Affirmative Defenses to Plaintiff's Complaint to include additional affirmative defenses as they become available.

FOR A FIRST COUNTERCLAIM
(Slander of Title)

28. On November 20, 2024, Plaintiff caused a *Lis Pendens* to be filed in the instant case referring to the subject property.

29. Said filing is the publication of a false statement, made with malice, derogatory to the Defendant's title, which has caused special damages, and has resulted in a diminution of value of the subject property in the eyes of third-parties.

30. For the foregoing reasons, Defendant should be awarded damages for Slander of Title.

THIRD-PARTY COMPLAINT

For a First Cause of Action: Trespass

31. Third-Party Plaintiffs are the lawful owners of the Subject Property which is located in Richland County and is more thoroughly described as:

Building Number 24, Apartment 1800 in the Carnaby Square Horizontal Property Regime, a horizontal property regime established by Carnaby Square – Joint Venture pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq. 1976 Code of Laws South Carolina by Master Deed dated January 25, 1980, recorded on March 19, 1980, in the ROD Office for Richland County in Deed Book D-534 at Page 232 which apartment is shown on the survey and site plan prepared by B.P. Barber and Associates, Inc., dated July 12, 1979, revised February 19, 1980 and being Exhibit A of the said Master Deed and being recorded in Plat Book Y at page 7004 and 7004A and Floor Plans of Apartment Buildings prepared by McNair, Gordon, Johnson and Karasiawicz, being Exhibit B, of said Master Deed and being recorded in Plat Book Y, Page 7005 through 7115,

This being the identical property conveyed to Rochelle Graham by Deed of Joseph M. Strickland, Richland County Master in Equity, dated July 2, 2014 and recorded in the Office of the ROD for Richland County in Book 1959 at Page 1247.

32. Third-Party Plaintiff's purchased the subject property as an investment.

33. Third-Party Defendant Christine Ingrid Funk is a resident of Richland County by virtue of her continuing trespass upon the Subject Property.

34. Jurisdiction in this Court is proper pursuant to S.C. Code § 15-7-10.

35. On or about April 2024, Third-Party Defendant moved into the Subject Property.

36. As of this filing, Third-Party Defendant continues to reside upon the Subject Property and, despite Third-Party Plaintiffs' request to cease and desist, Defendant has continued to trespass upon the Subject Property.

37. Third-Party Defendant's continued presence upon Plaintiff's property is unauthorized and constitutes a trespass.

38. As a direct and proximate result of Third-Party Defendant's trespass, Third-Party Plaintiff has suffered damages, including but not limited to Third-Party Plaintiff's exclusion

from the Subject Property; inability to market the property for sale or lease; and inability to realize any gain from its investment.

39. The actions of Third-Party Defendant are also causing reputational damage to Third-Party Plaintiff's with the Homeowners Association of the Subject Property and risk exposing Third-Party Defendants to liability, as dogs kept upon the Subject Property by Third-Party Defendant have attacked other animals and/or neighboring residents (See *State of South Carolina -vs- Christine I. Funk* Case No.4032516; *State of South Carolina -vs- Christine I. Funk* Case No.4032517; *State of South Carolina -vs- Christine I. Funk* Case No.4032518; & *State of South Carolina -vs- Christine I. Funk* Case No.4032519.

40. Request for Punitive Damages: Third-Party Defendant's actions were and are willful, wanton, and in reckless disregard of Plaintiff's rights.

41. Third-Party Defendant's willful continuing trespass and despite requests to vacate demonstrate a conscious indifference to Plaintiff's property rights. *Brogdon v. D. W. Alderman & Sons Co.*, 172 S.C. 511, *Hinson v. A.T. Sistare Constr. Co.*, 236 S.C. 125, *Rogers v. Wunderlich*, 135 S.C. 307.

42. Under South Carolina law, punitive damages are warranted to punish Defendant and deter similar conduct in the future. *Hinson v. A.T. Sistare Constr. Co.*, 236 S.C. 125, *Rogers v. Wunderlich*, 135 S.C. 307, *Oakman Service Station, Inc. v. People's Oil Co.*, 174 S.C. 517.

For a Second Cause of Action-Slander of Title

43. On November 20, 2024, Third-Party Defendant caused a Lis Pendens to be filed in the instant case referring to the subject property.

44. Said filing is the publication of a false statement, made with malice, derogatory to the Defendant's title, which has caused special damages, and has resulted in a diminution of value of the subject property in the eyes of third-parties.

45. For the foregoing reasons, Third-Party Plaintiff should be awarded damages for Slander of Title.

WHEREFORE, having fully responded to the Complaint, and issuing its Third-Party Complaint, Defendants/ Third-Party Plaintiffs pray for judgment against Plaintiff & Third-Party Defendant as follows:

- a. That Plaintiff's complaint be dismissed with prejudice;

- b. For actual damages in an amount to be determined at trial;
- c. For punitive damages in an amount sufficient to punish Third-Party Defendant and deter future misconduct;
- d. For an injunction preventing Third-Party Defendant from further trespassing on Third-Party Plaintiff's property;
- e. For an award of damages to Defendant/Third-Party Plaintiff for its Slander of Title Counterclaim/Third-Party Complaint Cause of Action;
- f. For costs of this action and reasonable attorney's fees;
- g. For such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED

CRAWFORD & VON KELLER, LLC

/s/ Jason M. Hunter

Theodore von Keller, S.C. Bar No. 5718
B. Lindsay Crawford, III S.C. Bar No. 6510
B. Lindsay Crawford, IV S.C. Bar No. 101707
Charley S. FitzSimons S.C. Bar No. 104326
Jason M. Hunter S.C. Bar No. 101501
Post Office Box 4216
Columbia, South Carolina 29204
Telephone 803-790-2626
ATTORNEYS FOR THE PLAINTIFF

Columbia, SC

December 5, 2024

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS
C/A No.: 2024-CP-40-05925**

Christine Ingrid Funk, as Personal
Representative of the Estate of Timothy
Calhoun, Jr.,

Plaintiff,

AMENDED SUMMONS

-vs-

Rochelle Graham & Dennis Graham,

Defendant(s).

.....

Rochelle Graham & Dennis Graham,

Third-Party Plaintiffs,

-vs-

Christine Ingrid Funk, Individually,

Third-Party Defendants.

TO: THE THIRD-PARTY DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer on the subscribers at Post Office Box 4216, Columbia, South Carolina 29204, within thirty (30) days after the service hereof, exclusive of the day of service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for judgment by default for the relief demanded in the Complaint.

CRAWFORD & VON KELLER, LLC

s/Jason M. Hunter

Columbia, South Carolina

Theodore von Keller
B. Lindsay Crawford, III
B. Lindsay Crawford, IV
Charley F. MacInnis
Jason M. Hunter, SC Bar No. 105101
Eric H. Nelson
Post Office Box 4216
Columbia, South Carolina 29240
Attorneys for Plaintiff
Telephone: (803) 790-2626
ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

Rochelle Graham and Dennis Graham,

Third-Party Plaintiffs,

vs.

Chritine Funk, Individually,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-05925

**PLAINTIFF'S REPLY TO AMENDED
ANSWER AND COUNTERCLAIM OF
DEFENDANTS**

The above-named Plaintiff, Christine Ingrid Funk as Personal Representative of the Estate of Richard Timothy Calhoun, Jr., replying to the Amended Answer and Counterclaim of Defendants Rochelle Graham and Dennis Graham, would respectfully show and request:

FOR A FIRST DEFENSE

1. Plaintiff reaffirms and reiterates all the allegations in the Complaint and denies every allegation of the Amended Answer and Counterclaim inconsistent with the said allegations except any allegations in the Amended Answer and Counterclaim admitted herein.

**FOR A SECOND DEFENSE AS TO
THE FIRST COUNTERCLAIM: SLANDER OF TITLE**

2. The allegations of Paragraph 28 are admitted.

3. Answering the allegations of Paragraphs 29 and 30: Plaintiff alleges and would show that the filing of a Lis Pendens is absolutely privileged in South Carolina. See, Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 567 S.E.2d 881 (Ct. App. 2002).

WHEREFORE, having fully replied to Defendants Rochelle Graham and Dennis Graham Amended Answer and Counterclaim, Plaintiff prays that the same be dismissed with costs, and that she be given judgment on her Complaint and for such other and further relief as this Court may deem just and proper.

BOOTH LAW FIRM, LLC

William E. Booth III
3231 Sunset Boulevard, Suite A
West Columbia, SC 29169
(T) (803) 791-9211
(F) (803) 791-3159
bill@boothlawfirmssc.com
SC Bar No. 771
Attorney for Plaintiff

West Columbia, South Carolina
January 6, 2025

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

Rochelle Graham and Dennis Graham,

Third-Party Plaintiffs,

vs.

Chritine Funk, Individually,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-05925

**ANSWER
OF
THIRD-PARTY DEFENDANT
TO AMENDED THIRD-PARTY
COMPLAINT**

Third-Party Defendant, Christine Funk, answering the Amended Third-Party Complaint filed on December 5, 2024, would respectfully show and request the following:

FOR A FIRST DEFENSE TO THE CAUSE OF ACTION: TRESPASS

1. Each and every allegation not herein specifically admitted, qualified, or explained, is denied and strict proof demanded thereof.

FOR A SECOND DEFENSE TO THE CAUSE OF ACTION: TRESPASS

2. Answering the allegations of paragraph 31 through 42, Third-Party Defendant states the following:

3. The allegations of Paragraph 31 are denied. Further answering the allegations of Paragraph 31, Third-Party Defendant alleges and would show that she is

the owner of the Subject Property, being the sole heir of her late son, Richard Timothy Calhoun, Jr., with the basis for ownership set forth in the Complaint filed by Third-Party Defendant as the Personal Representative of the Estate Richard Timothy Calhoun, Jr., as specified under the Cause of Action: Specific Performance.

4. Answering the allegations of Paragraph 32: Third-Party Defendant lacks sufficient information or belief as to the allegations set forth therein, and, therefore, denies same.

5. Answering the allegations of Paragraph 33: Third-Party Defendant admits that she resided in the Subject Property until on or about December 1, 2024, but denies that she was a trespasser.

6. Answering the allegations of Paragraph 34: This allegation is a statement of law and does not require a response.

7. Answering the allegations of Paragraphs 35, 36, and 37: Third-Party Defendant alleges and would show that Third-Party Plaintiff was aware and acquiesced in Third-Party Defendant moving into the Subject Property as a result of the death of her son, Richard Timothy Calhoun, Jr. Further answering the allegations of Paragraphs 32, 33, and 34, Third-Party Defendant alleges and would show that she and the brother of Third-Party, Plaintiff Rochelle Graham, traveled together from the State of Ohio so that Third-Party Defendant could take possession of the Subject Property as the sole heir of her late son, Richard Timothy Calhoun, Jr. Further answering the allegations of Paragraphs 32, 33, and 34, Third-Party Defendant alleges and would show that Third-Party Plaintiffs visited Third-Party Defendant while she was living in the Subject Property on several occasions.

8. The allegations of Paragraphs 38 are denied.

9. Answering the allegations of Paragraph 39: Third-Party Defendant alleges and would show that there was one occasion when one of the dogs owned by her late son and living with him at the Subject Property did interact with a dog and its owner and, unfortunately, causing a minor injury to the owner of the other dog. Third-Party Defendant alleges and would show that the injury suffered by the owner of the other dog was minor and upon information and belief she has fully recovered from the injury. Further answering the allegations of Paragraph 36, Third-Party Defendant alleges and would show that the other cases pending against her deal with the un-licensing of the dogs and that she was not aware the dogs needed licenses but immediately procured licenses for them. The remaining allegations of Paragraph 39 are denied.

10. The allegations of Paragraphs 40 and 41 are denied.

11. Answering the allegations of Paragraph 42: This allegation is a statement of law and does not require a response.

**FOR A SECOND DEFENSE TO THE
SECOND CAUSE OF ACTION: SLANDER OF TITLE**

12. Answering the allegations of paragraph 43 through 45, Third-Party Defendant states the following:

13. The allegations of Paragraph 43 are denied. Further answering the allegations of Paragraph 43, Third-Party Defendant alleges and would show that she did not personally file the Lis Pendens but the Lis Pendens was filed by the Plaintiff as the Personal Representative of the Estate of Richard Timothy Calhoun, Jr.

14. Answering the allegations of Paragraphs 44 and 45, without conceding that Third-Party Defendant was responsible for the filing of the Lis Pendens, Third-Party

Defendant alleges and would show that the filing of a Lis Pendens is absolutely privileged in South Carolina. See Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 567 S.E.2d 881 (Ct. App. 2002).

WHEREFORE, the Third-Party Defendant, Christine Funk, prays that the Court inquire into the matters set forth herein and take the following action:

- A. That the relief requested in the Third-Party Complaint be denied and the Third-Party Complaint be dismissed with prejudice; and
- B. For such other and further relief as this Court may deem just and proper.

BOOTH LAW FIRM, LLC

s/William E. Booth III

William E. Booth III
3231 Sunset Boulevard, Suite A
West Columbia, SC 29169
(T) (803) 791-9211
(F) (803) 791-3159
bill@boothlawfirmssc.com
SC Bar No. 771
Attorney for Third-Party Defendant

West Columbia, South Carolina
January 6, 2025

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**IN THE COURT OF COMMON PLEAS
C/A No.: 2024-CP-40-05925**

Christine Ingrid Funk, as Personal
Representative of the Estate of Timothy
Calhoun, Jr.,

Plaintiff,

-vs-

Rochelle Graham & Dennis Graham,

Defendant(s).

**NOTICE OF MOTION
&
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT AS TO
PLAINTIFF'S FIRST & SECOND
CAUSES OF ACTION**

.....
Rochelle Graham & Dennis Graham,

Third-Party Plaintiffs,

-vs-

Christine Ingrid Funk, Individually,

Third-Party Defendants.

0252-24-0001

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff will appear before the presiding judge for Dorchester County, ten (10) days after service hereof at 10:00 a.m., or at such other time and place as the Court may direct, and move for an order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting to the Plaintiff Summary Judgment on the grounds that there is no genuine issue as to any material fact, and the Plaintiff is entitled to an Order as a matter of law.

Said motion shall be based upon the statute and case law of the State of South Carolina, upon the pleadings and other evidence developed in discovery, and upon the affidavits attached hereto and other material properly received by the Court in connection therewith.

RESPECTFULLY SUBMITTED

CRAWFORD & VON KELLER, LLC

/s/ Jason M. Hunter

Theodore von Keller, S.C. Bar No. 5718
B. Lindsay Crawford, III S.C. Bar No. 6510
B. Lindsay Crawford, IV S.C. Bar No. 101707
Charley S. FitzSimons S.C. Bar No. 104326
Jason M. Hunter S.C. Bar No. 101501
Post Office Box 4216
Columbia, South Carolina 29204
Telephone 803-790-2626
ATTORNEYS FOR THE PLAINTIFF

Columbia, SC

December 16, 2024



**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

Christine Ingrid Funk, as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

-vs-

Rochelle Graham & Dennis Graham,

Defendant(s).

.....
Rochelle Graham & Dennis Graham,

Third-Party Plaintiffs,

-vs-

Christine Ingrid Funk, Individually,

Third-Party Defendants.

**IN THE COURT OF COMMON PLEAS
C/A No.: 2024-CP-40-05925**

AFFIDAVIT

0252-24-0001

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me, Rochelle Graham & Dennis Graham ("Defendant" or
"Defendants" hereinafter) who being duly sworn say:

1. We the Defendants own the property which is the subject of this action fee simple, as
joint tenants with the right of survivorship, by virtue of that Deed to Real Estate recorded in the
Richland County Register of Deeds on July 22, 2014 in Book 1960 at Page 1784. A copy of said
Deed along with the relevant Geographic Information System (GIS) records kept by Richland
County indicating Defendants as owners of the subject property are collectively attached hereto
as Exhibit 'A' and made a part hereof by reference.

1 //

2. Defendant Rochelle Graham entered into an Installment Contract of Sale ("Installment Contract") for the Subject Property with a Matthew Graham, on or about December 24, 2014. Said instrument was recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312. Defendant and co-owner of the subject property Dennis Graham did not execute the Installment Contract. A copy of the aforesaid Installment Contract is attached hereto as Exhibit 'B' and made a part hereof by reference.
3. The aforesaid Matthew Graham is a nephew of Defendants, was the brother of the Decedent Richard Timothy Calhoun, Jr., and is the son of Plaintiff and Third-Party Defendant Christine Ingrid Funk. Defendants played a large role in raising Matthew Graham and remain in a close, loving relationship with him. As such, the motivation behind entering into the Installment Contract was altruistic in nature.
4. For a time, Matthew Graham and the Decedent, Richard Timothy Calhoun, Jr, resided together in the subject property. During that period, Mr. Calhoun paid rent unto Mr. Graham, and was considered a sub-tenant of Mr. Graham's. This relationship is evidenced by Rental Agreements between the two. Copies of said Rental Agreements are attached hereto as Exhibit 'C' and made a part hereof by reference.
5. At some point, Matthew Graham indicated that he no longer wished to remain in the subject property and vacated the premises, subsequently purchasing a separate property for himself. Defendants and Mr. Graham considered the Installment Contract of Sale to be mutually rescinded, void, and of no effect. Defendants requested that prior counsel rescind and cancel the Installment Contract of Sale and had been under the belief that a rescission of record had been completed. Defendants along with Matthew Graham have executed and submitted for filing with the Richland County Register of Deeds a Cancellation and Rescission of the Installment Contract to consummate our prior belief. A copy of said Cancellation and Rescission is attached hereto as Exhibit 'D' and made a part hereof by reference.
6. The Installment Contract was never satisfied nor assigned.

~

7. Following Matthew Graham's departure from the subject property, Mr. Calhoun remained therein as a tenant.
8. Defendants also cared a great deal about Mr. Calhoun, and allowed him to remain upon the subject premises as a lessee through hardships despite his occasional inability to pay rent on time. These statements are evidenced by correspondence between Defendant Dennis Graham and Mr. Calhoun, copies of which are enclosed here as Exhibit 'E' and made a part hereof by reference.
9. Defendants never entered into any rent-to-own or land sale installment contract or agreement with Mr. Calhoun. Mr. Calhoun was at all times considered to be a tenant at the subject property.
10. Defendants have never received any indication from Mr. Calhoun that he believed himself to be anything but a tenant at the subject property. Defendants note that all correspondence written by Mr. Calhoun concerning his rental payments unto them were described as being "rent." See Exhibit 'E'.
11. Defendants had considered gifting the subject property to Mr. Calhoun, but no gift was consummated prior to his passing. Further, Mr. Calhoun had expressed interest in purchasing a separate property of his own, and Defendants had engaged in discussions with Mr. Calhoun as to how they may assist him in purchasing a home. Such discussions included, but were not limited to, possibly selling the subject property and gifting him the proceeds to facilitate his purchase of another property. See Exhibit 'E'.
12. Less than a week following Mr. Calhoun's passing on April 14, 2024, Plaintiff and Third-Party Defendant Christine Ingrid Funk traveled from Ohio and began staying in the subject property. This was initially done with Defendants' implied consent. Ms. Funk was granted access to the subject property by Mr. Calhoun's then-roommates. Though Defendants did not expressly grant Ms. Funk access, they tacitly allowed her to remain in the property for a short time so that she could attend Mr. Calhoun's funeral and related family events.

13. Throughout the period in which she remained upon the subject property Ms. Funk made no payment unto Defendants.

14. Ms. Funk exploited Defendants' kindness, and subsequently refused to vacate the subject premises. This refusal prompted Defendants to file through prior counsel an eviction action on or about August 1, 2024, with the Columbia Magistrate in Richland County. *See* C/A No. 2024CV4010302074. This eviction matter was subsequently dismissed without prejudice by the Magistrate, who found the initial pleadings to be incorrect, as no landlord-tenant relationship existed between the Defendants and Ms. Funk.

15. Through current counsel, Defendants filed a Notice to Quit naming Ms. Funk as a trespasser with the Columbia Magistrate in Richland County. *See* C/A No. 2024CV4010302887. On November 20, 2024, a hearing was held in the aforesaid matter, and the Magistrate issued a finding that Ms. Funk was a trespasser upon the subject property and should be removed.

16. A Writ of Ejectment was issued in C/A No. 2024CV4010302887, however prior to the scheduling of a setout date, Ms. Funk, through counsel, filed a circuit court appeal of the matter on November 25, 2024. *See* C/A No. 2024-CP-40-06903.

17. A bond hearing was scheduled pursuant to said appeal, but Ms. Funk voluntarily dismissed her appeal with prejudice on the day of the bond hearing, December 2, 2024. Ms. Funk also voluntarily abandoned the subject property on or about December 2, 2024.

18. Defendants were befuddled upon receiving Ms. Funk's initial pleadings in the instant case, as their ownership of the subject property had been explained to her prior, and Ms. Funk had also expressed interest in purchasing the subject property from Defendants at one point. *See* Exhibit 'F'.

19. Ms. Funk's continued trespass upon the subject property has caused Defendants hardship beyond her preventing the realization of any benefit from their ownership. On or about September 17, 2024, dogs Ms. Funk was walking around the subject property attacked a neighbor and her pet. This attack resulted in criminal charges against Ms. Funk which are still

pending. *See State of South Carolina -vs- Christine I. Funk* Case No.4032516; *State of South Carolina -vs- Christine I. Funk* Case No.4032517; *State of South Carolina -vs- Christine I. Funk* Case No.4032518; &, *State of South Carolina -vs- Christine I. Funk* Case No.4032519.

20. Subsequent to the attack, Defendants received a Violation Warning from the homeowner's association and have recently been sent correspondence from a law firm representing the victim in preparation for a civil suit against Defendants. Copies of the aforesaid Violation Warning; a statement from the victim, &; the letter from the law firm are attached hereto collectively as Exhibit 'G' and made a part hereof by reference.

21. Defendants feel as if their kindness towards their nephews has been manipulated by Ms. Funk, who is now attempting to use Defendants' magnanimity against them to take property which Ms. Funk has no right to whatsoever.

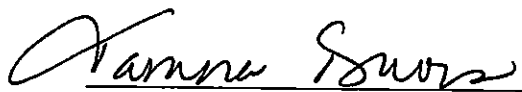
22. For the foregoing reasons, Defendants request that an Order granting summary judgment be issued in their favor, as Christine Ingrid Funk, individually or as Personal Representative of the Estate of Richard Timothy Calhoun, Jr holds no claim upon title to the subject property, equitable or otherwise.

AFFIANT FURTHER SAYETH NAUGHT!


Rochelle Graham

Sworn and subscribed before me this 16th day of

December, 2024



Notary Public for the State of South Carolina

My Commission Expires: 4/23/2031

****FURTHER ACKNOWLEDGEMENT ON FOLLOWING PAGE****

Dennis Graham
Dennis Graham

Sworn and subscribed before me this 12th day of
December, 2024

Faruna Davis

Notary Public for the State of South Carolina

My Commission Expires: 4/23/2031

Exhibit ‘A’

Deed Prepared By:
 Frederick I. Hall, III, P.A.
 301 Gibson Road
 Lexington, SC 29072
 803-957-1243
 FILE: 14-0622

Book 1960-1784
 2014053110 07/22/2014 12:03:40:143
 Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00
 2014053110 John T. Hopkins II
 Richland County R.O.D.

STATE OF SOUTH CAROLINA)
) DEED TO REAL ESTATE
 COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, That Rochelle Graham (Hereinafter Called "Grantor (s)") in the State aforesaid, for and in consideration of the Sum of Five and 00/100*** Dollars (\$5.00), and to establish a joint tenancy with right of survivorship, in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee(s),

Rochelle Graham and Dennis Graham
 As JOINT TENANTS, With the RIGHT OF SURVIVORSHIP,
 and not as Tenants in Common:

Building Number 24, Apartment 1800 in the Carnaby Square Horizontal Property Regime, a horizontal property regime established by Carnaby Square - Joint Venture pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq. 1976 Code of Laws South Carolina by Master Deed dated January 25, 1980, recorded on March 19, 1980, in the RMC Office for Richland County in Deed Book D-534, at Page 232, which apartment is shown on the survey and site plan prepared by B.P. Barber and Associates, Inc., dated July 12, 1979, revised February 19, 1980 and being Exhibit A of the aid Master Deed and being recorded in Plat Book Y at Page 7004 at 7004A and Floor Plans of Apartment Buildings prepared by McNair, Gordon, Johnson and Karasiawicz, being Exhibit B, of said Master Deed and being recorded in Plat Book Y, Page 7005 through 7115, together with the undivided interest in common elements declared by said mater Deed to be an appurtenance to the Apartment conveyed hereby.

FOR INFORMATIONAL PURPOSES ONLY:

This being the identical property conveyed to Rochelle Graham by Deed of Joseph M. Strickland, Richland County Master in Equity, dated July 2, 2014 and recorded in the Office of the ROD for Richland County in Book 1959, at Page 1247.

TMS # 07482-02-07

Grantee's Address: 608 Timberleaf Court, Columbia, SC 29212

This Deed is also made subject to all zoning and other governmental regulations of the County of Richland and any other governmental agency (local, state or federal).

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 said premises before mentioned unto the Grantee(s) and the Grantee (s) heirs and assigns forever.

And the Grantor(s) do hereby bind the Grantor(s) and the Grantor's successors, heirs and assigns to warrant and forever defend all and singular the before-mentioned premises unto the Grantee(s) and the Grantee(s) heirs and assigns against the Grantor(s) and the Grantor(s) successors, heirs and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 14th day of July, 2014.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

[Signature]

Rochelle Graham
Rochelle Graham

Jeff M. Cooper

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

Personally appeared before me the undersigned and made oath that he/she saw the within named Grantors sign, seal and as his/her/ their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he/she with the other witness subscribed above witnessed the execution thereof.

[Signature]

SWORN to before me this 14th day of July, 2014.

Jeff M. Cooper (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 11/30/19

MASTER'S DEED)
State of South Carolina)
COUNTY OF Richland)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Joseph M. Strickland, as Master in Equity for Richland County, in said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Richland County between **National Trust Company et al., as Plaintiff vs. Crystal Piper et al., as Defendant, Case Number 2013-CP-40-06669**, by an Order dated May 21, 2014, it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

WHEREAS, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on June 2, 2014 for the sum of \$11,600.00 said sum being the highest amount bid at said sale and having been made by **State Street Holdings, LLC** and having duly assigned said bid to **The Simoni Group, LLC**. The Simoni Group, LLC having duly assigned said bid to the hereinbelow named grantee and the bid was paid.

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee,

Grantee's Name : Rochelle Graham
608 Timberleaf Ct
Columbia, SC 29212

Book 1959-1247
2014051544 07/18/2014 14:32:56:877 Master's Deed-Foreclosure
Fee:\$10.00 County Tax:\$13.20 State Tax:\$31.20
2014051544 John T. Hopkins II Richland County R.O.D.

See attached property description.

Subject to assessments, Richland County taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

TOGETHER, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, their successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Richland County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 2nd day of July, in the year of our Lord Two Thousand and Fourteen, and in the Two Hundred and Thirty-seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED)
In the Presence of:)

Fristella Cornelius
John M. Strickland

State of South Carolina)
COUNTY OF RICHLAND)

(Seal)
Master in Equity, Richland County

PERSONALLY APPEARED the above named witness and made oath that (s)he saw the within named Joseph M. Strickland, as Master for Richland County, sign, seal and as his act and deed, deliver the within Deed; and that (s)he with the other above named witnessed the execution thereof.

Fristella Cornelius

SWORN TO AND SUBSCRIBED before me on
this 2nd day of July, 2014.

John M. Strickland
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: June 18, 2023

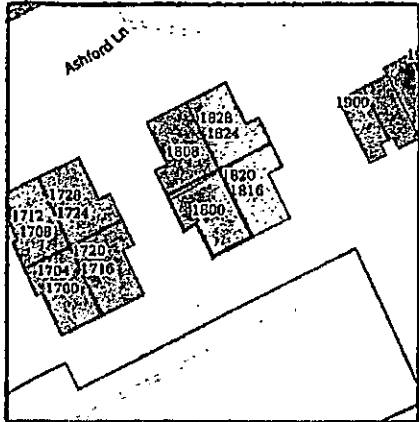
EXHIBIT A

Building Number 24, Apartment 1800 in the Carnaby Square Horizontal Property Regime, a horizontal property regime established by Carnaby Square- Joint Venture pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq. 1976 Code of Laws South Carolina by Master Deed dated January 25, 1980, recorded on March 19, 1980, in the RMC Office for Richland County in Deed Book D-534, page 232, which apartment is shown on the survey and site plan prepared by B.P. Barber and Associates, Inc., dated July 12, 1979, revised February 19, 1980 and being Exhibit A of the said Master Deed and being recorded in Plat Book Y at page 7004 and 7004-A and Floor Plans of Apartment Buildings prepared by McNair, Gordon, Johnson and Karasiawicz, being Exhibit B, of said Master Deed and being recorded in Plat Book Y, Page 7005 through 7115, together with the undivided interest in common elements declared by said Master Deed to be an appurtenance to the Apartment conveyed hereby.

DERIVATION: This being the same property conveyed to Crystal Piper by Deed of Joseph D. Smith dated January 13, 2003 and recorded January 19, 2006 in Deed Book 1143 at page 3363 in the ROD Office for Richland County, South Carolina. Thereafter the Honorable Joseph M. Strickland, Master in Equity for Richland County conveyed the subject property to Carnaby Square Horizontal Property Regime by Deed dated April 29, 2013 and recorded May 20, 2013 in Deed Book 1861 at Page 2543 in said ROD Office.

Current Property Address: 1800 Ashford Lane
Columbia, SC 29210

TMS: 07482-02-07



Address

Address	1800 ASHFORD LN 1800
Municipality	Unincorporated
School District	Richland School District 1
Garbage Coll. Day	Friday
Recycling Coll. Day	Friday EOW-B
Yard Trash Coll. Day	Friday
Latitude	0.00000
Longitude	0.00000
Elevation	188 ft

Census

Year	2010	2000	1990
Avg Hhld Income	\$34,716	\$31,074	\$29,400
Avg Home Value	\$59,800	\$91,900	\$70,800
Pop. Density (/sqmi)	1,067	5,225	2,384

Property

TMS	R07482-02-07
Owner	GRAHAM ROCHELLE & DENNIS
Beds	2.0
Baths	1.5
Heated Sqft	158,772
Year Built	1972
Tax District	1UR
Land Value	\$5,000
Building Value	\$79,800
Taxable Value	\$46,800
Market Value	\$84,900
Last Sale	\$39,881 (12/30/2014)
Zoning	R8
Secondary Zoning	
Owner Occupied	

Political

Voting Precinct	Westminster
Voting Location	Westminster Presbyterian Ch
County Council Dist.	4
County Council Rep.	Paul Livingston
SC Senate Dist.	19
SC Senate Rep.	Tameika Isaac Doyne
SC House Dist.	74
SC House Rep.	J. Todd Rutherford
County Magistrate Dist.	COLUMBIA
County Magistrate	JUDGE STEPHANIE BESS
Congressional Dist.	6
Congressional Rep.	James Clyburn
Sheriff Region	4

Disclaimer: This application is a product of the Richland County GIS Department. The data displayed here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

Exhibit 'B'

Book 1995-3121
 2014-2015 (12/02/2015) 12/02/2015
 Fee \$10.00 County Tax \$10.00 State Tax \$10.00
 2014-2015 (12/02/2015) 12/02/2015
 Fee \$10.00 County Tax \$10.00 State Tax \$10.00

STATE OF SOUTH CAROLINA
 COUNTY OF RICHLAND

INSTALLMENT CONTRACT OF SALE

THIS INSTALLMENT CONTRACT OF SALE entered into by and between Rochella Graham, her heirs and assigns (hereinafter referred to as "Seller"), and Matthew Graham (hereinafter referred to as "Buyer"), dated this 24th day of December, 2014.

Subject to all the terms and conditions hereof, it is agreed that:

1. Seller shall sell and Purchaser shall buy the following described property located in Richland County:

1800 Ashford Lane, Columbia, South Carolina 29210

TMS# 04482-02-07

2. The purchase price of the property is the sum of Thirty-nine thousand Eight hundred fifty-one and 76/100 dollars (\$39,861.76). Purchaser, at his option, has elected to purchase the property on terms and conditions of the Seller, as security for payment of the price. Seller retains title to the property.

TERMS: Seller is financing the property for Purchaser at the rate of three percent (3%). The Purchaser agrees to pay monthly payments in the amount of Three hundred Eighty four dollars and 90/100 (\$384.90) due on the first of every month, beginning January 1, 2015 and to continue payment monthly for ten years. There shall be no interest charged in addition to the aforementioned payment. There shall be no prepayment penalty if Purchaser shall satisfy the loan amount in full prior to the expiration of the ten year term.

3. Purchaser agrees to pay a Twenty-five and no/100 (\$25.00) late fee delinquency charge or late fee if any payment is over Five (5) or more days late.

4. Regime Fee, Taxes and Insurance: Purchaser shall be responsible for the full payment of property taxes, regime fee and insurance.

5. Repairs: Purchaser shall be responsible for any and all repairs to the property, including but not limited to any repairs needed for fixtures, appliances and HVAC units, hot water heater and all other repairs.

6. Title conveyed: Seller and Purchaser agree that title to the property will be conveyed to Purchaser and Seller will assign all right title and interest in the property to Purchaser when the property is paid off in full. Seller shall execute and deliver to the Purchaser a proper deed warranty deed free of encumbrances except as hereinafter stated with all liens, taxes and assessments.

7. Condition of Property and Risk of Loss: Purchaser accept possession of the property in its present condition as of the date of this Contract. The risk of loss or damage to said property thereafter by act of God or other casualty until the delivery of the deed as herein provided is assumed by Purchaser.

8. Use of Property: Purchaser shall use and occupy the property only in compliance with any lawful restrictions to which the property may be subject and shall not do or allow anything to be done thereon which would constitute a hazard to the property or a nuisance or danger to the neighborhood or the property of others. Purchaser shall comply with all governmental laws, ordinances, rules and regulations pertaining to the property.

9. Improvements and Maintenance: Any fixtures or improvements which are attached to any part of the property shall be considered a part of the property, and, if this contract becomes void as provided herein, Purchaser shall have no right or interest in same. During and after the installation or other construction of such fixtures or other improvements, Purchaser shall at all times and at their own expense keep and maintain all portions of the property in a neat and orderly condition and in good repair and promptly make all needful repairs to the property.

10. Protection of Seller: It is understood that Purchaser may have the full use and enjoyment of the property during the term of this agreement, provided however, at all times while this contract is in effect, Seller shall not be liable or responsible for any activities or accidents that may occur on or in connection with Purchaser's use of said premises. Purchaser shall be solely responsible for any damage, injury or other loss, to persons or property, that may occur upon the property as a result of the negligent, unlawful, or willful act or omission or result of the negligent, unlawful or willful act or omission of Purchaser or their visitor and shall defend, indemnify and hold the Sellers harmless for any damage, loss or expense resulting therefrom.

11. Insolvency of Purchaser: If Purchaser becomes insolvent, or if any judgment creditor or other party asserts and purported lien upon or seeks to attach the property on the Purchaser's right under this contract, then Purchaser shall be deemed to be in default hereunder and Sellers may pursue any of its remedies therefore as herein provided.

12. Remedies upon Default: It is further agreed that if the Purchaser fail and neglect to make or is delinquent in making any required payment within Sixty (60) days, or if the Purchaser otherwise fail or neglect to comply with any of the terms, provisions or conditions of this contract, or if there shall occur anything defined herein as an event of default, the Sellers, at their option, may declare void all rights of the Purchasers under this Contract, and the Seller shall be deemed to be landlord and the Purchaser shall be deemed to be tenants unlawfully holding over after the expiration of a lease and of notice to vacate and any and all sums previously paid by the Purchaser pursuant to this contract shall be retained by the Seller as rent for the Purchaser's use and occupancy of the property and as reimbursement for any advancements made by the Seller for the benefit of the Purchaser, and the Purchaser shall promptly surrender possession to the Seller and vacate the property, and the Seller may re-enter the property and expel the Purchaser or anyone claiming under them and remove the property of any of them without notice, formal claim or process, the Seller being absolved of any liability or claim for damages in doing anything reasonably necessary or

MG

[illegible]

12. Assignment of Seller's Interest: The Seller shall have the right to assign this contract and Purchaser agrees that if this contract be assigned, the Seller shall be deemed the agent of the Assignee. Upon such assignment Purchaser shall make all payments to the Assignee or its agent.
13. Assignment of Purchaser's Interest: Without Sellers prior consent, Purchaser shall not assign this contract or other wise transfer any right or interest hereunder. If Sellers give their consent, such approval shall not release Purchaser's obligation hereunder.
14. Purchaser hereby acknowledge that they have received, read and understood this Installment Contract of Sale and has inspected the property prior to the signing of this Contract.

SIGNED, SEALED AND DELIVERED this 24th day of December, 2014.

Q. m. com.

Matthew Graham
Matthew Graham

750-074

Jeff M. Cohen


Rochelle Graham

Blue Tag

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who under oath says that s/he saw the within Seller and Purchaser sign, seal and deliver the within written Installment Contract of Sale for the Uses and purposes therein mentioned and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this 24th day of December, 2014.

[Signature] (SEAL) [Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA WITNESS

My Commission Expires: 11/28/14

Exhibit 'C'

Rental Agreement

On 01/01/16, Richard Timothy Calhoun, signed a rental agreement for the residential
[Date]
property at the address listed below. By entering into this rental agreement, we hope to ensure
that rental responsibilities will be understood and shared by all parties as described in this
agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
[Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
[Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
identify the rights and responsibilities of each occupant during the course of the rental
agreement.

This Agreement is effective from 01.01.2016 to 01.31.2016

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not
exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates'
personal item(s) without the approval of the roommate who owns the property. Any exception(s)
to this rule will be clearly stated and agreed upon, and the roommate who owns the property
retains the right to change his/her mind about sharing his/her property. Any personal property
that is borrowed will be used respectfully and returned in the same condition. If any damage is
done to a roommate's personal property, the roommate(s) responsible for causing the damage
will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining
the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be
inside the residency.

Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:

Matthew A. Graham
[Landlord: Matthew A. Graham]

01/01/16
[Date]

Richard T. Calhoun
[Tenant: Richard Timothy Calhoun]

01/01/16
[Date]

Rental Agreement

On 02/01/16, Richard Timothy Calhoun, signed a rental agreement for the residential
[Date]
property at the address listed below. By entering into this rental agreement, we hope to ensure
that rental responsibilities will be understood and shared by all parties as described in this
agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
[Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
[Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
identify the rights and responsibilities of each occupant during the course of the rental
agreement.

This Agreement is effective from 02.01.2016 to 02.29.2016

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not
exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates'
personal item(s) without the approval of the roommate who owns the property. Any exception(s)
to this rule will be clearly stated and agreed upon, and the roommate who owns the property
retains the right to change his/her mind about sharing his/her property. Any personal property
that is borrowed will be used respectfully and returned in the same condition. If any damage is
done to a roommate's personal property, the roommate(s) responsible for causing the damage
will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining
the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be
inside the residency.

Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:

Matthew A. Graham
[Landlord: Matthew A. Graham]

02/01/16
[Date]

Richard T. Calhoun
[Tenant: Richard Timothy Calhoun]

02/01/16
[Date]

Rental Agreement

On 12/01/2015, Richard Timothy Calhoun, signed a rental agreement for the residential
 [Date]
 property at the address listed below. By entering into this rental agreement, we hope to ensure
 that rental responsibilities will be understood and shared by all parties as described in this
 agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
 [Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
 [Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
 identify the rights and responsibilities of each occupant during the course of the rental
 agreement.

This Agreement is effective from 12.01.2015 to 12.31.2015

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not
 exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates'
 personal item(s) without the approval of the roommate who owns the property. Any exception(s)
 to this rule will be clearly stated and agreed upon, and the roommate who owns the property
 retains the right to change his/her mind about sharing his/her property. Any personal property
 that is borrowed will be used respectfully and returned in the same condition. If any damage is
 done to a roommate's personal property, the roommate(s) responsible for causing the damage
 will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining
 the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
 cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be
 inside the residency.

Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:

Matthew A. Graham
[Landlord: Matthew A. Graham]

12/01/15
[Date]

Richard T. Calhoun
[Tenant: Richard Timothy Calhoun]

12/01/15
[Date]

Rental Agreement

On 11.01.2015, Richard Timothy Calhoun, signed a rental agreement for the residential
 [Date]
 property at the address listed below. By entering into this rental agreement, we hope to ensure
 that rental responsibilities will be understood and shared by all parties as described in this
 agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
 [Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
 [Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
 identify the rights and responsibilities of each occupant during the course of the rental
 agreement.

This Agreement is effective from 11.01.2015 to 11.30.2015

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not
 exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates'
 personal item(s) without the approval of the roommate who owns the property. Any exception(s)
 to this rule will be clearly stated and agreed upon, and the roommate who owns the property
 retains the right to change his/her mind about sharing his/her property. Any personal property
 that is borrowed will be used respectfully and returned in the same condition. If any damage is
 done to a roommate's personal property, the roommate(s) responsible for causing the damage
 will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining
 the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
 cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be
 inside the residency.

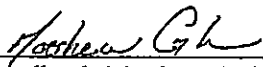
Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

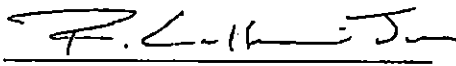
This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:


[Landlord: Matthew A. Graham]

11/13/15
[Date]


[Tenant: Richard Timothy Calhoun]

11/13/2015
[Date]

Rental Agreement

On 9.21.2015, Richard Timothy Calhoun, signed a rental agreement for the residential
 [Date]
 property at the address listed below. By entering into this rental agreement, we hope to ensure
 that rental responsibilities will be understood and shared by all parties as described in this
 agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
 [Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
 [Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
 identify the rights and responsibilities of each occupant during the course of the rental
 agreement.

This Agreement is effective from 10.01.2015 to 10.31.2015

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not
 exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates'
 personal item(s) without the approval of the roommate who owns the property. Any exception(s)
 to this rule will be clearly stated and agreed upon, and the roommate who owns the property
 retains the right to change his/her mind about sharing his/her property. Any personal property
 that is borrowed will be used respectfully and returned in the same condition. If any damage is
 done to a roommate's personal property, the roommate(s) responsible for causing the damage
 will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining
 the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
 cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be
 inside the residency.

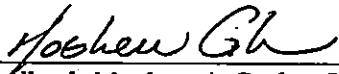
Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

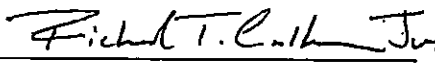
This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:


[Landlord: Matthew A. Graham]

09.21.15
[Date]


[Tenant: Richard Timothy Calhoun]

9.21.2015
[Date]

Exhibit ‘D’

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

**CANCELLATION & RESCISSION OF AN
INSTALLMENT CONTRACT
OF SALE (PAYMENT UNSATISFIED)**

On December 24, 2014, an Installment Contract of Sale ("Installment Contract") was entered into by and between Rochelle Graham, her heirs and assigns ("Seller" hereinafter) and Matthew Graham ("Buyer" hereinafter). Said Installment Contract of Sale was recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312.

Said Installment Contract of Sale concerned the following described property:

Building Number 24, Apartment 1800 in the Carnaby Square Horizontal Property Regime, a horizontal property regime established by Carnaby Square – Joint Venture pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq. 1976 Code of Laws South Carolina by Master Deed dated January 25, 1980, recorded on March 19, 1980, in the ROD Office for Richland County in Deed Book D-534 at Page 232 which apartment is shown on the survey and site plan prepared by B.P. Barber and Associates, Inc., dated July 12, 1979, revised February 19, 1980 and being Exhibit A of the said Master Deed and being recorded in Plat Book Y at page 7004 and 7004A and Floor Plans of Apartment Buildings prepared by McNair, Gordon, Johnson and Karasiawicz, being Exhibit B, of said Master Deed and being recorded in Plat Book Y, Page 7005 through 7115,

This being the identical property conveyed to Rochelle Graham and Dennis Graham as joint tenants with right of survivorship, and not as tenants in common, by Deed of Rochelle Graham, dated July 14, 2014 and recorded in the Office of the ROD for Richland County in Book 1960 at Page 1784.

TMS No. 07482-02-07

("Subject Property" hereinafter)

Under said Installment Contract, Buyer was to purchase the Subject Property for a sum of \$39,861.76 pursuant to the terms as described therein. The parties mutually assert and agree that: payments on the Installment Contract were never made in full and that the Installment Contract was not completed nor consummated; that, prior to making full payment, Buyer indicated a desire to walk away from the Installment Contract and that Seller agreed to accommodate

Buyer's desire without any penalty; that said Installment Contract was never assigned, and; that the Installment Contract never represented any conveyance of ownership of the Subject Property.

The parties mutually agree and declare that Said Installment Contract of Sale recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312 is forever cancelled and rescinded, and is declared a nullity in its entirety, having no force or effect whatsoever. Further, said Installment Contract is not a representation of any debt owed by Buyer unto Seller as the Parties agreed to mutually rescind the Contract prior to its consummation.

Upon recordation of the instant document, said Installment Contract of Sale recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312 shall not be considered as having any effect upon title to the Subject Property. Said Installment Contract represents no lien upon nor transfer of any ownership interest in the Subject Property.

As of the filing of this instrument, ownership of the Subject Property is indicated by that deed from Rochelle Graham and Dennis Graham as joint tenants with right of survivorship, and not as tenants in common, by Deed of Rochelle Graham, dated July 14, 2014 and recorded in the Office of the ROD for Richland County in Book 1960 at Page 1784.

THE BELOW-SIGNED PARTIES SO MUTUALLY ATTEST AND AGREE:

****ACKNOWLEDGEMENTS BELOW****

Rochelle Graham
Rochelle Graham

Witness One: Aubrey Townsend

Witness One Print Name: Aubrey Townsend

Witness Two: Tamara Davis

Witness Two Print Name: TAMARA DAVIS

Sworn and subscribed before me

This 16th day of December 2024

Marcia R. Amos

Notary Public for the State of South Carolina

My Commission Expires: 04-05-2026

****ACKNOWLEDGEMENTS CONTINUE BELOW****

		<u><i>Dennis Graham</i></u> Dennis Graham
Witness One:	<u><i>Aubrey Townsend</i></u>	
Witness One Print Name:	<u>Aubrey Townsend</u>	
Witness Two:	<u><i>Marcia R. Amas</i></u>	
Witness Two Print Name:	<u>Marcia R. Amas</u>	
Sworn and subscribed before me		
This	<u>12th</u>	day of <u>December</u> 2024
<u><i>Kamra Swors</i></u>		
Notary Public for the State of South Carolina		
My Commission Expires:		<u>4/23/2031</u>

****ACKNOWLEDGEMENTS CONTINUE BELOW****

Matthew Graham
Matthew Graham

Witness One: [Signature]

Witness One Print Name: Jamison Wright

Witness Two: [Signature]

Witness Two Print Name: Jennifer Townsend

Sworn and subscribed before me

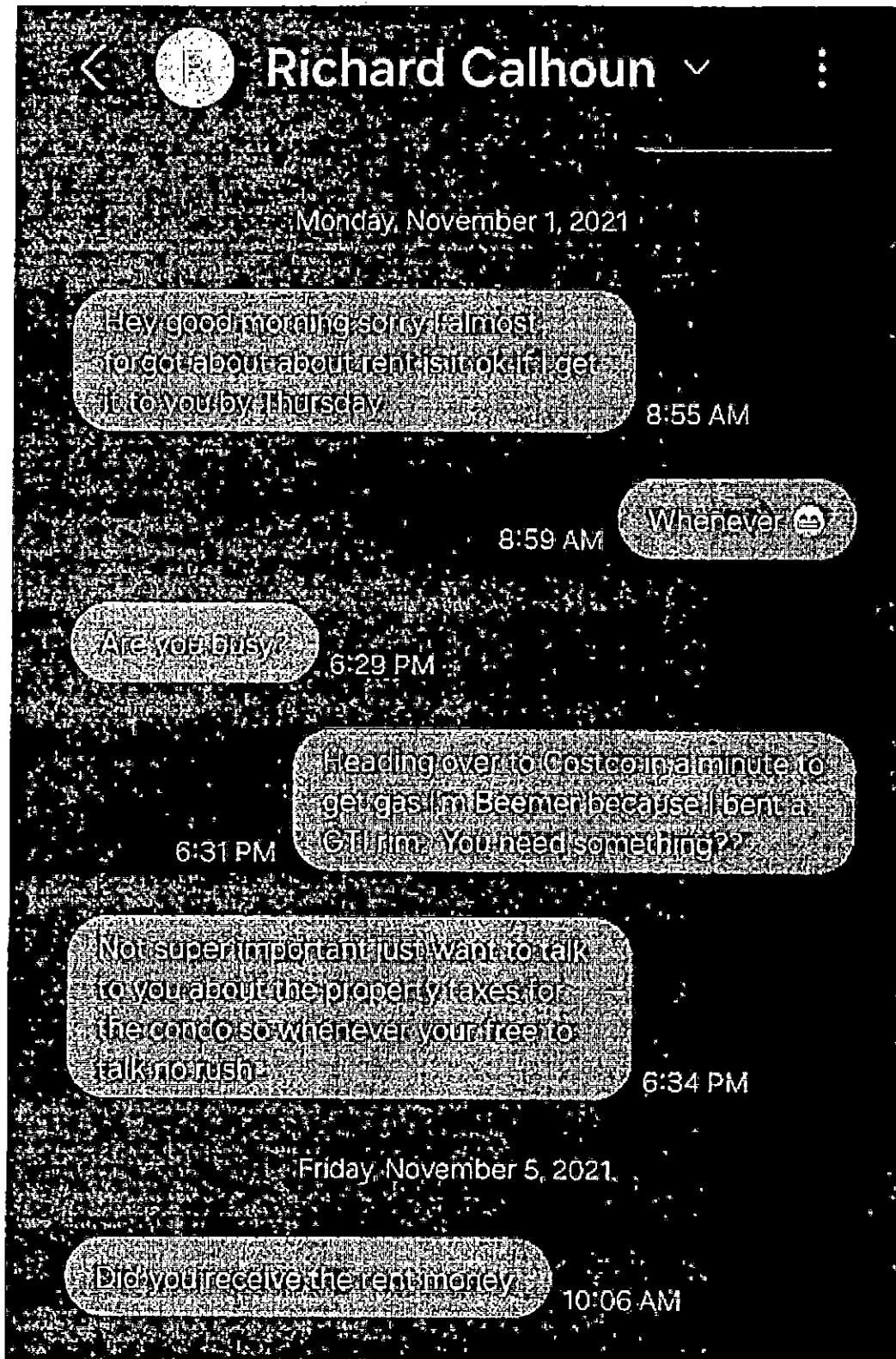
This 12th day of December 2024

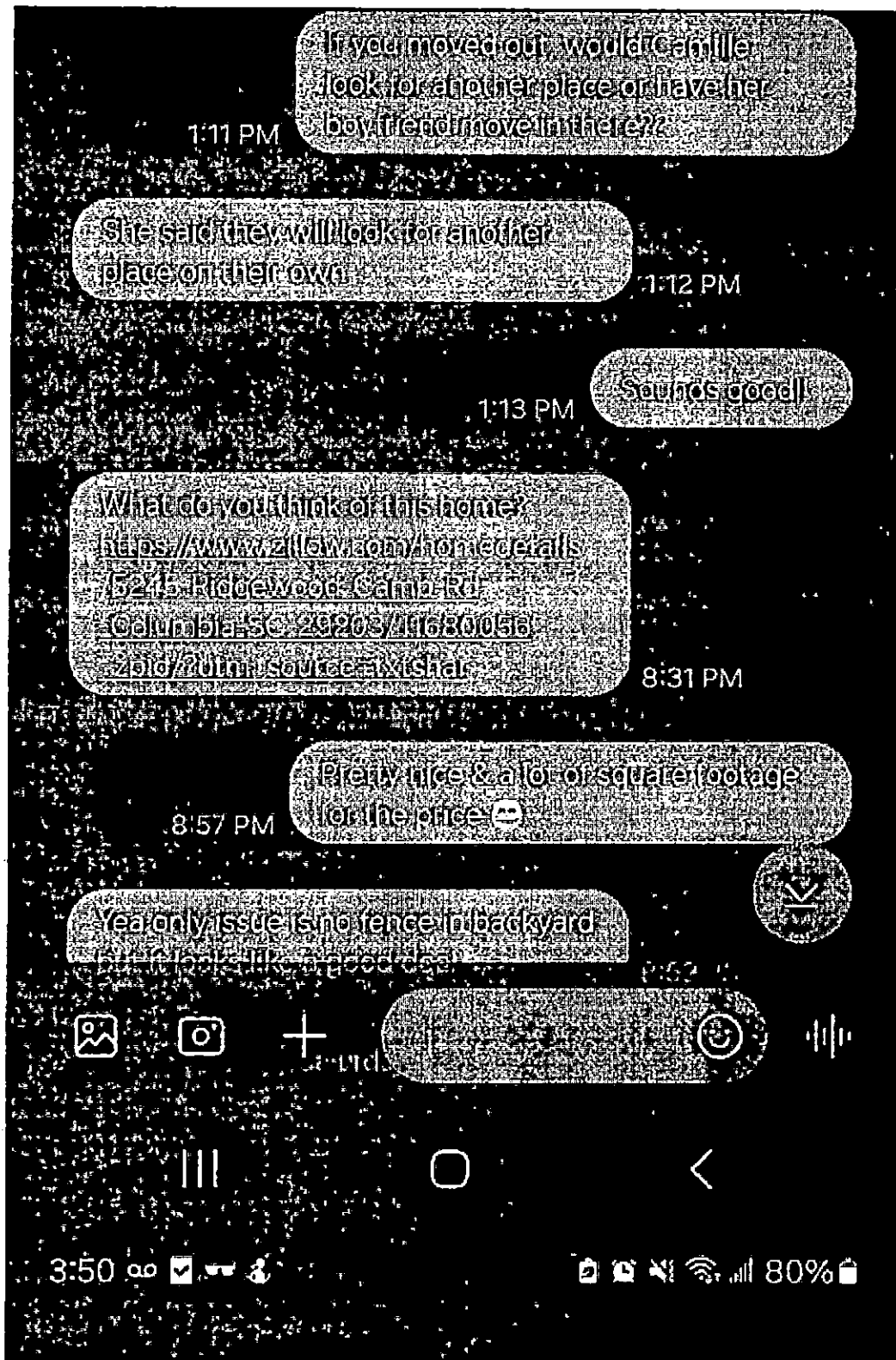
[Signature]

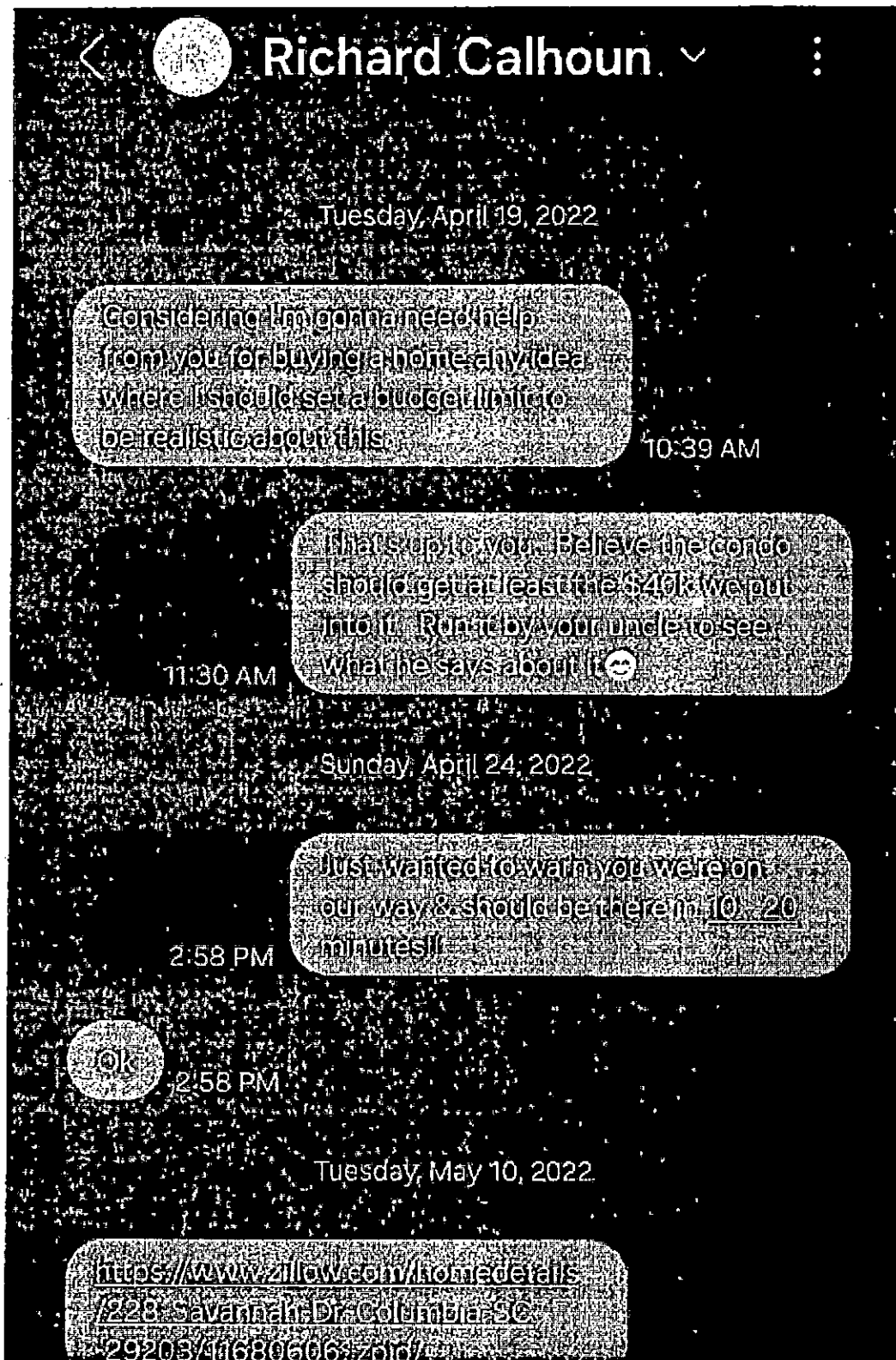
Notary Public for the State of South Carolina

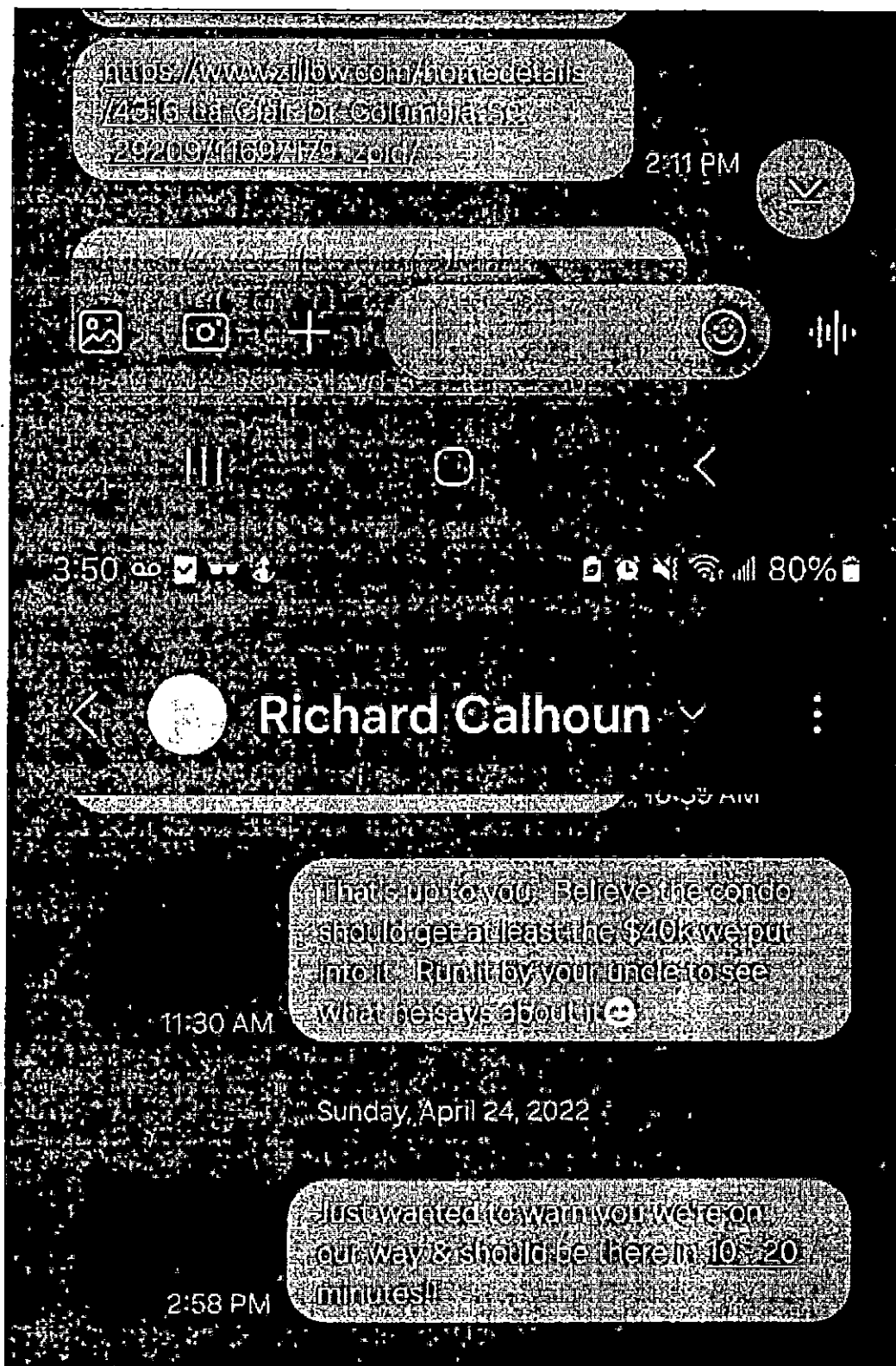
My Commission Expires: 7-05-2026

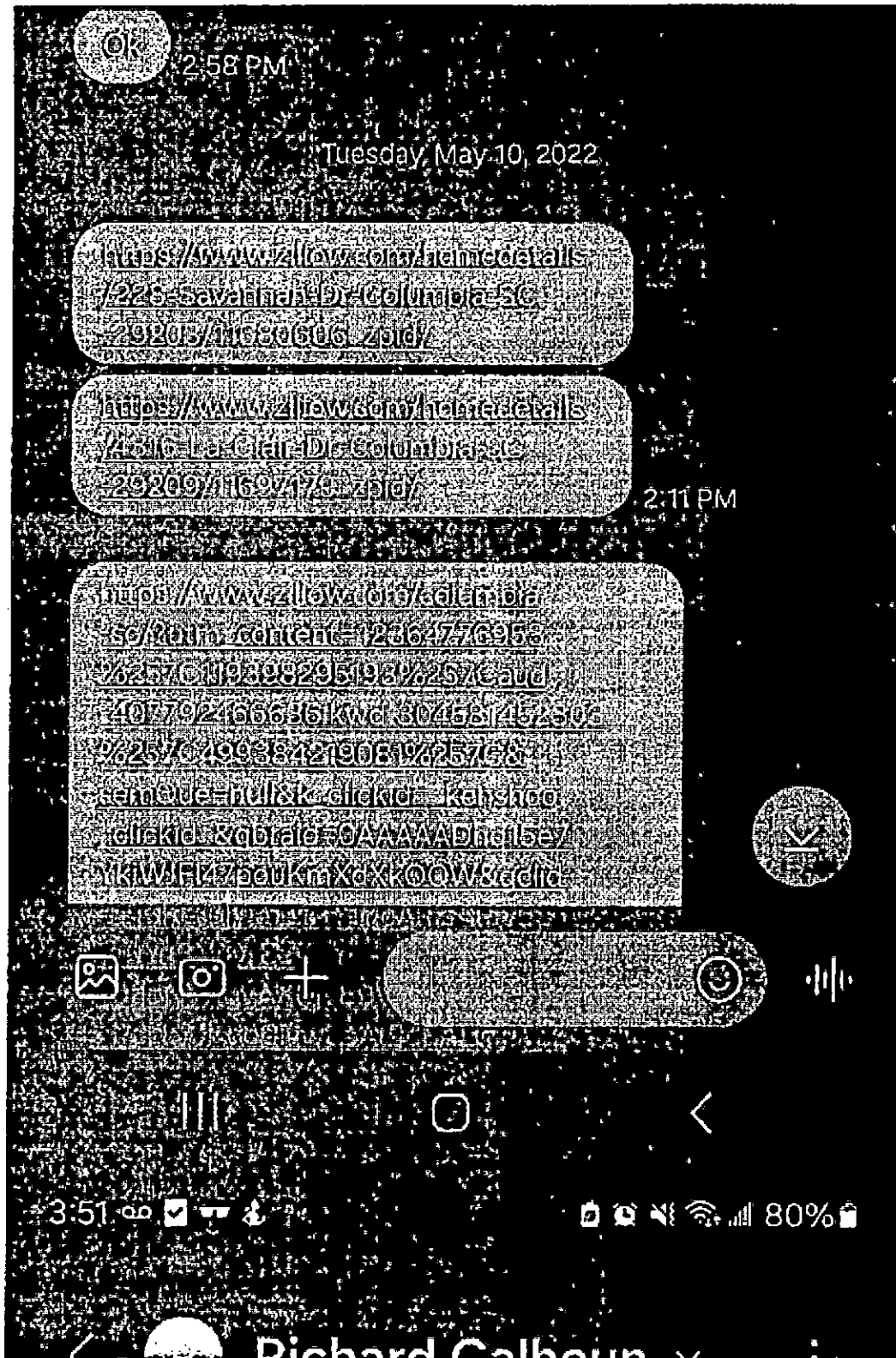
Exhibit ‘E’











Richard Calhoun

Tuesday, May 10, 2022

https://www.zillow.com/homedetails/228-Savannah-Dr-Columbia-SC-29206/11680606_zpid/

https://www.zillow.com/homedetails/4316-Las-Cajal-Dr-Columbia-SC-29209/11687479_zpid/

2:11 PM

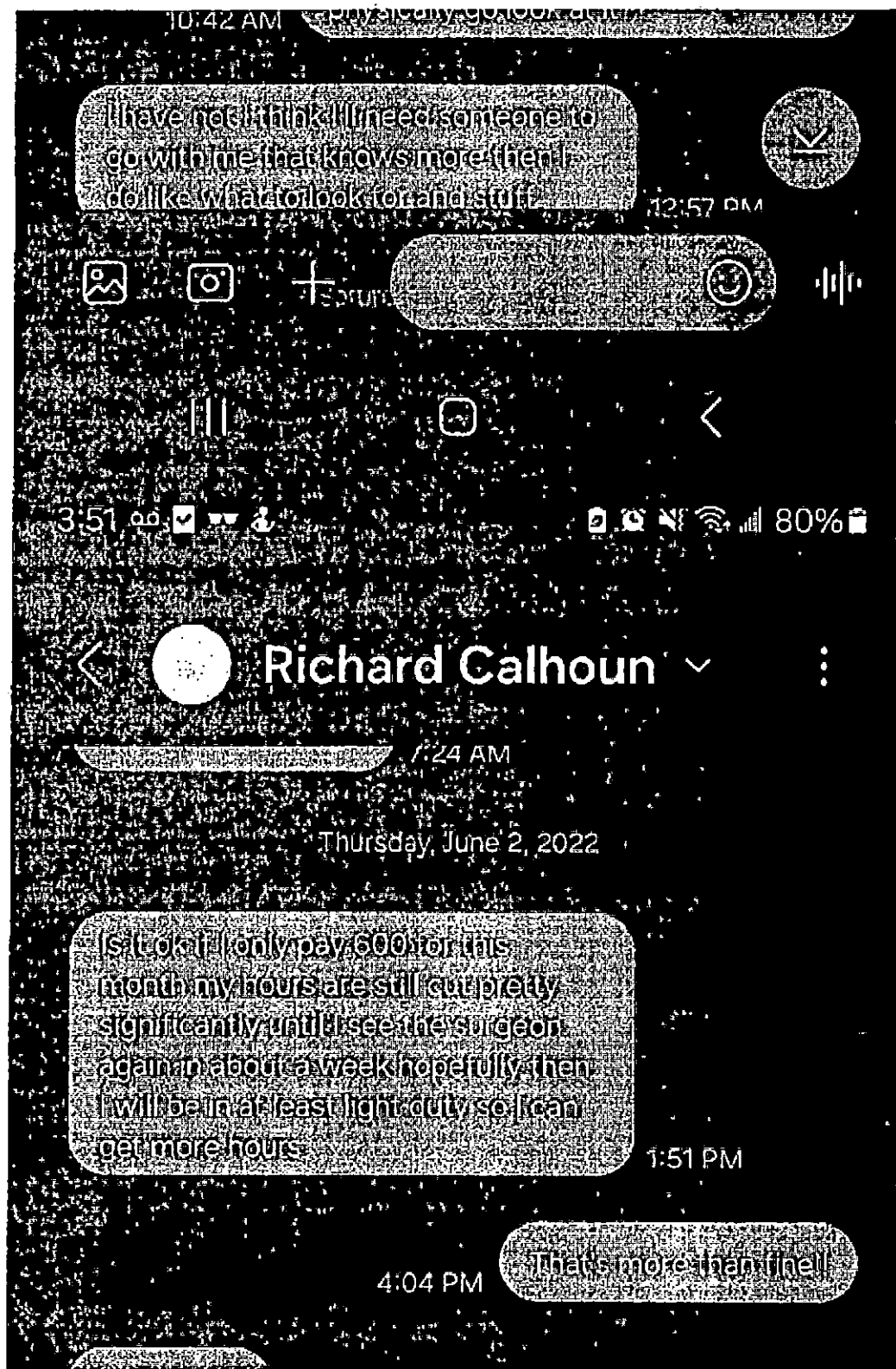
<https://www.zillow.com/columbia-sc/zillow-content=12864776958-%257C119398295198%257Caid=407792466686kw=304581152303-%257C499384219081%257C8-semQue=adl&keclickio=kenshoo-clickio-&qdrat=0AAAAADhc15e7YKWWJ14/poekmX6XKQOW&cdld=cdldKQOWmd14BDoAR16AP1cdLooXG8N1WIEaVom-0tmNVXGvVUj/39V7cU6D6-Pozk7/kco9N1WIEa19cEALW-wEB>

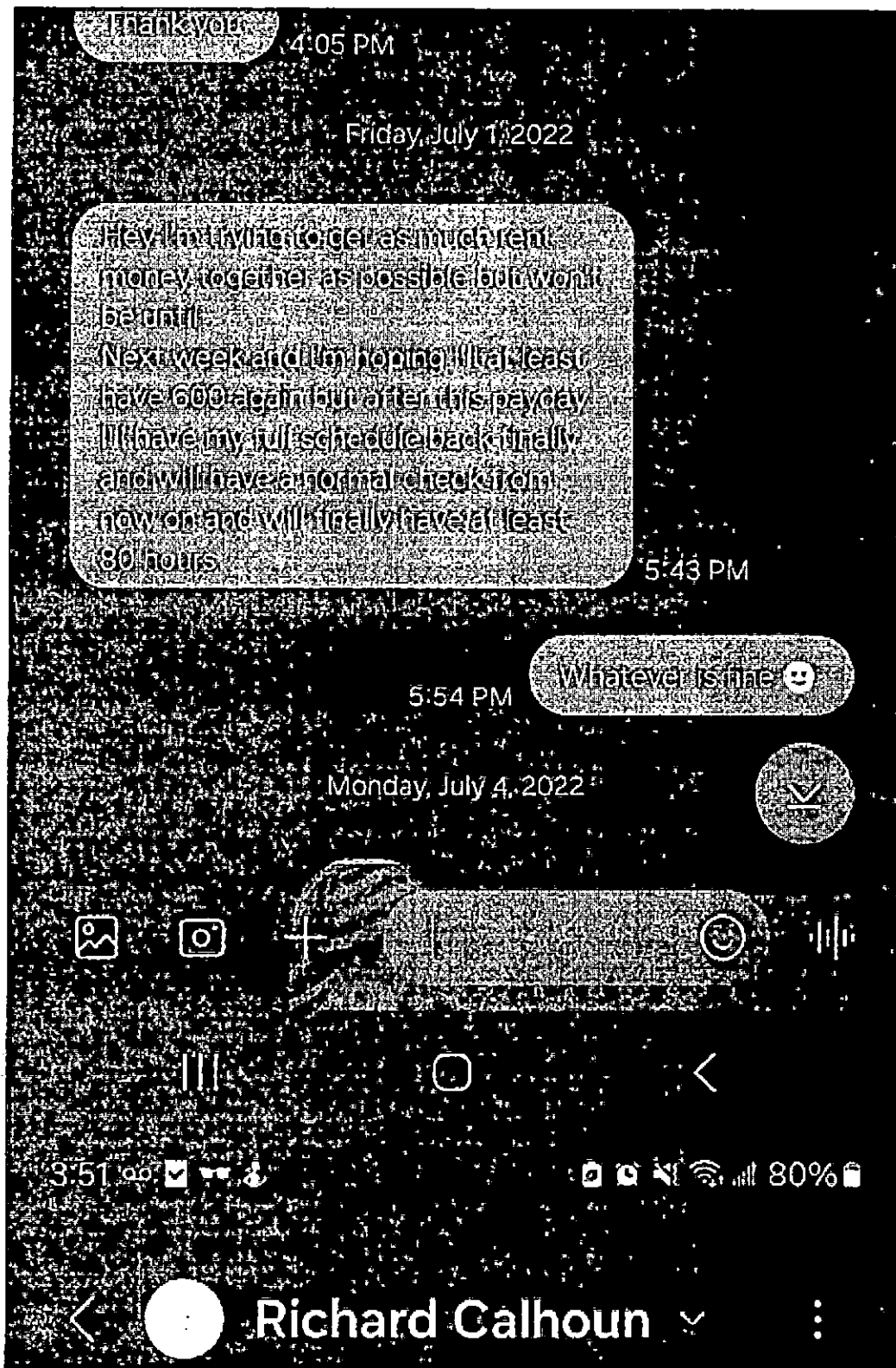
View all

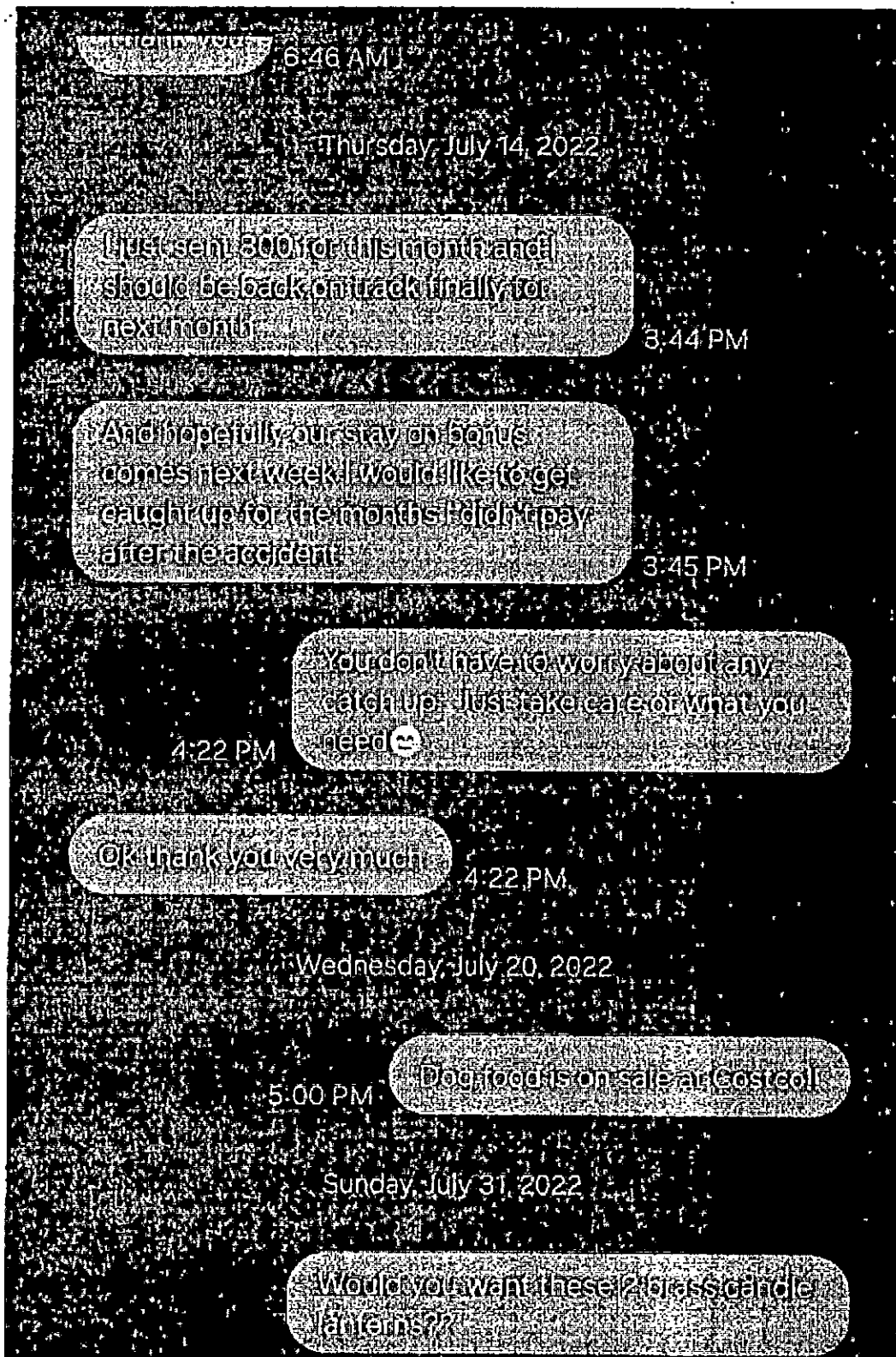
2:12 PM

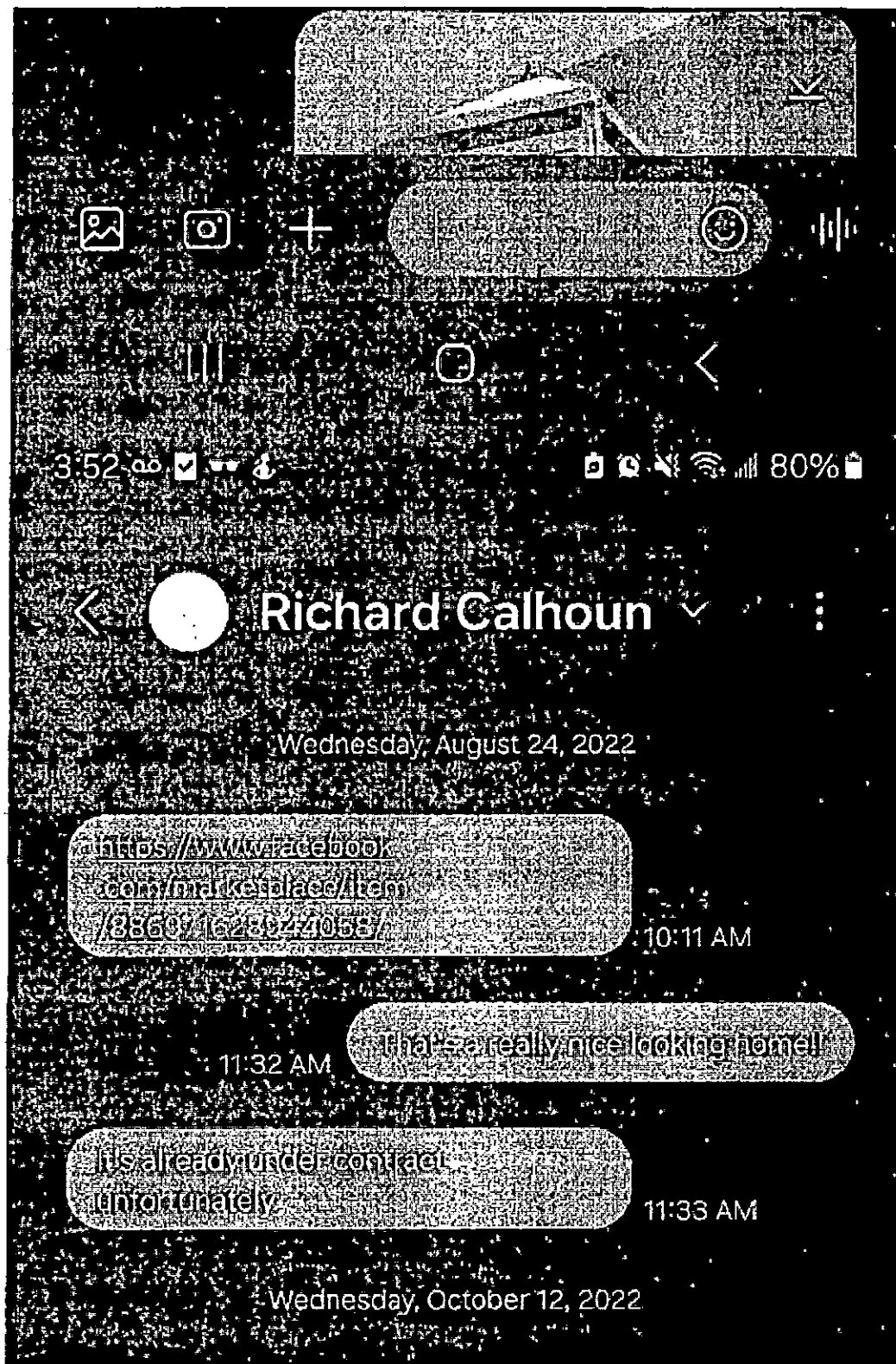
Wednesday, May 11, 2022

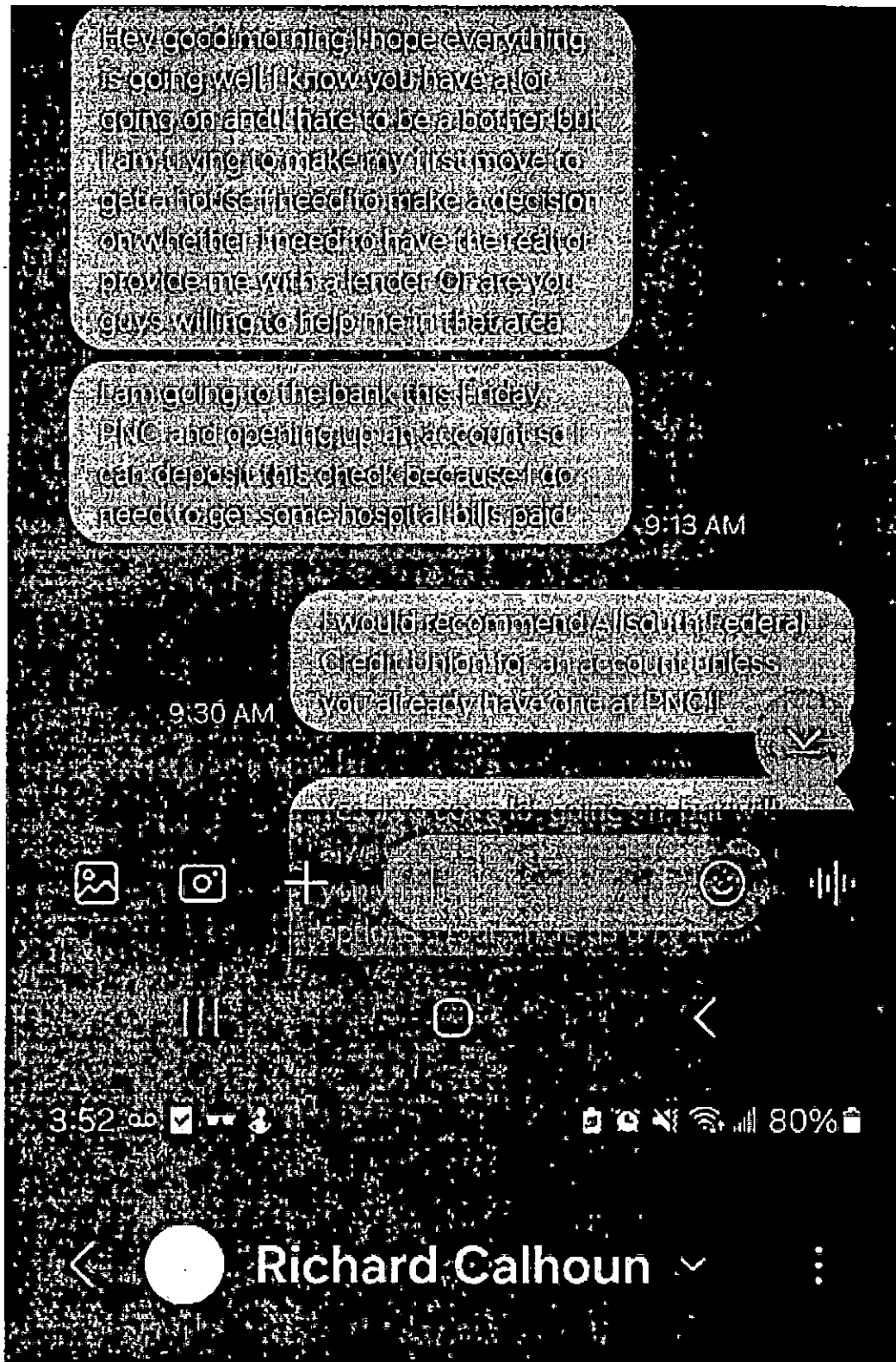
Did you set up appointment to physically look at it?











Wednesday, October 12, 2022

Hey good morning I hope everything is going well I know you have a lot going on and I hate to be a bother but I am trying to make my ass move to get a house I need to make a decision on whether I need to have the realtor provide me with a lender or are you guys willing to help me in that area

I am going to the bank this Friday PNC and opening up an account so I can deposit this check because I do need to get some hospital bills paid

9:13 AM

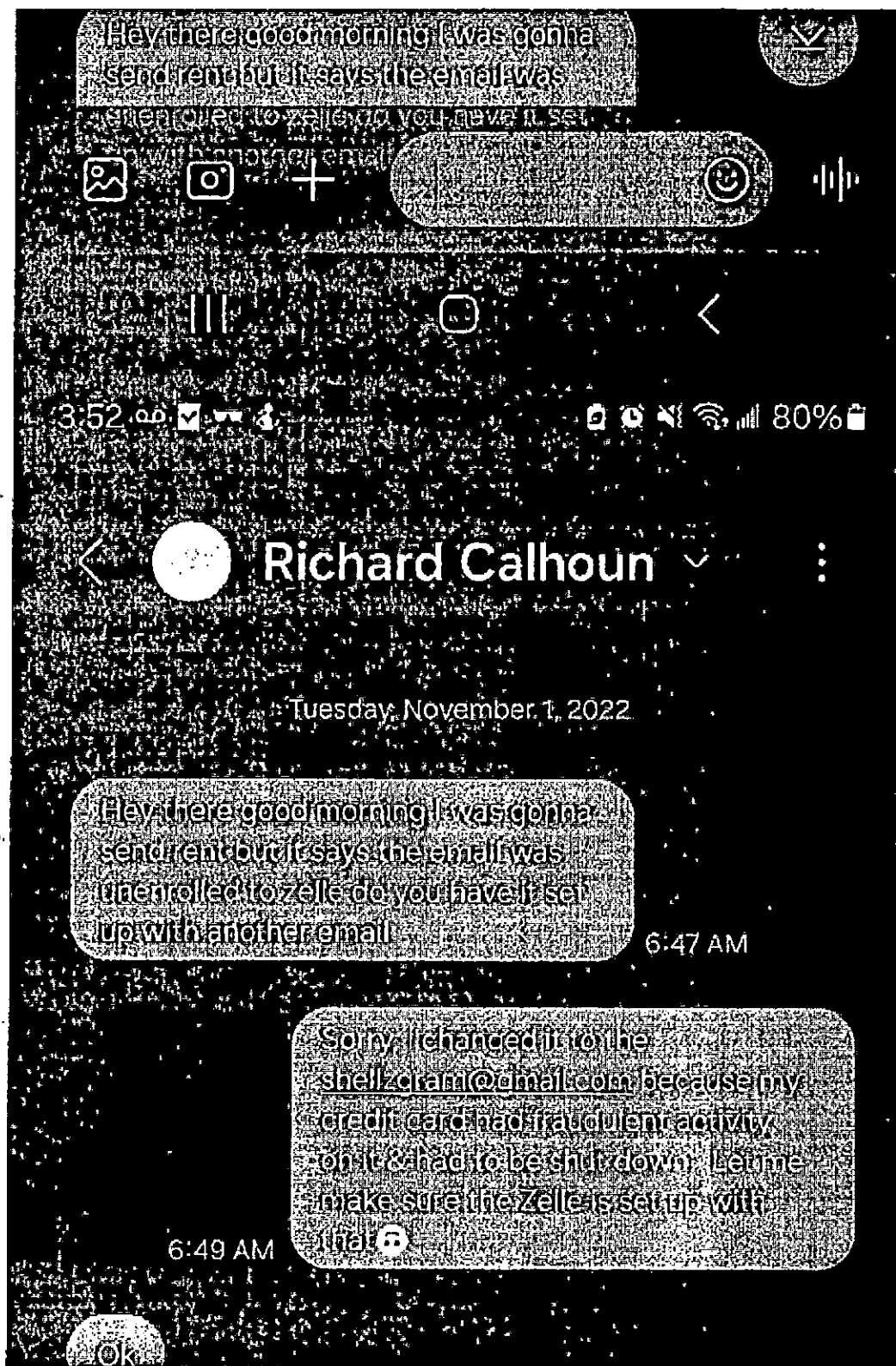
9:30 AM

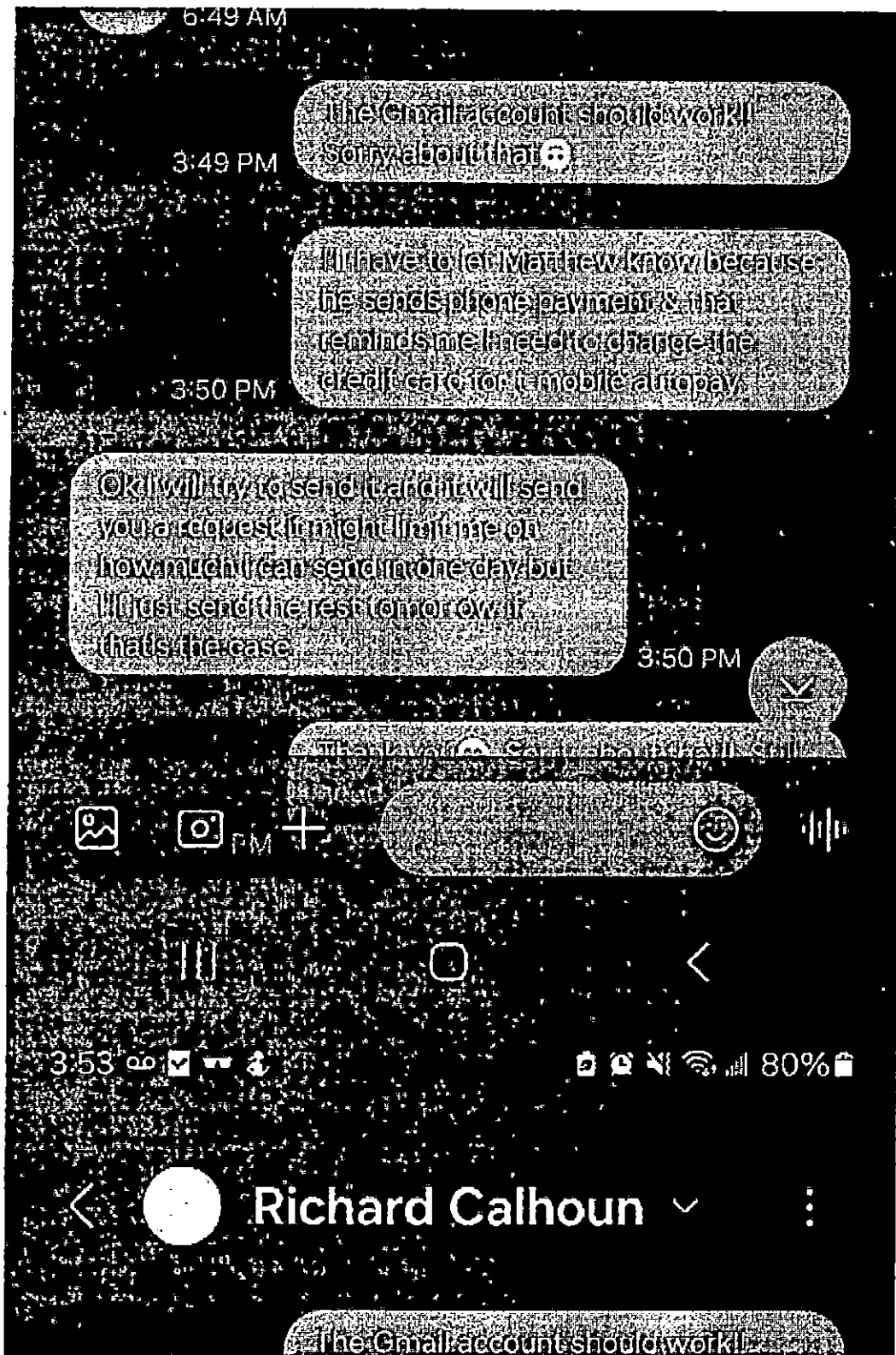
I would recommend Allsouth Federal Credit Union for an account unless you already have one at PNC

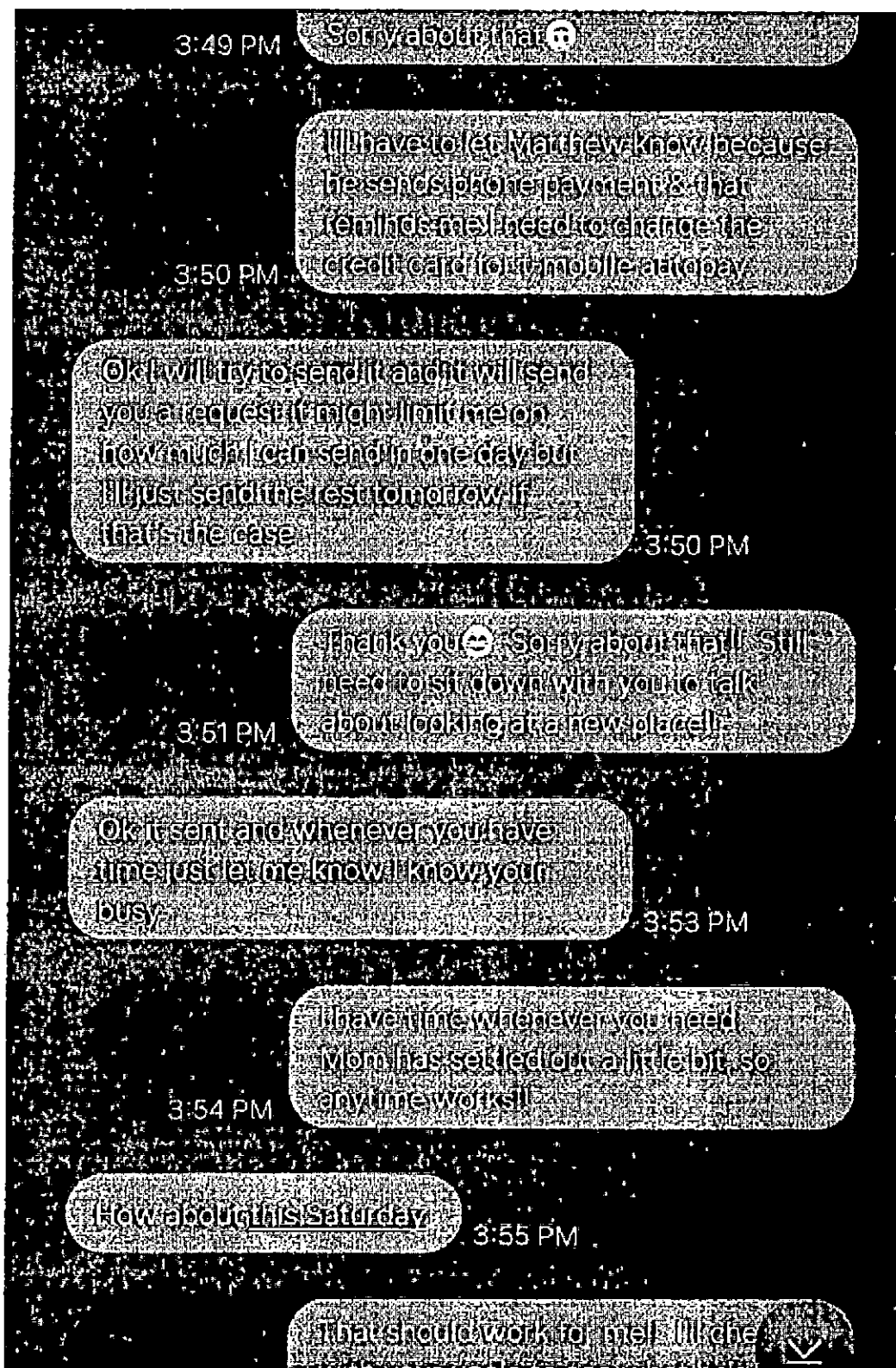
9:32 AM

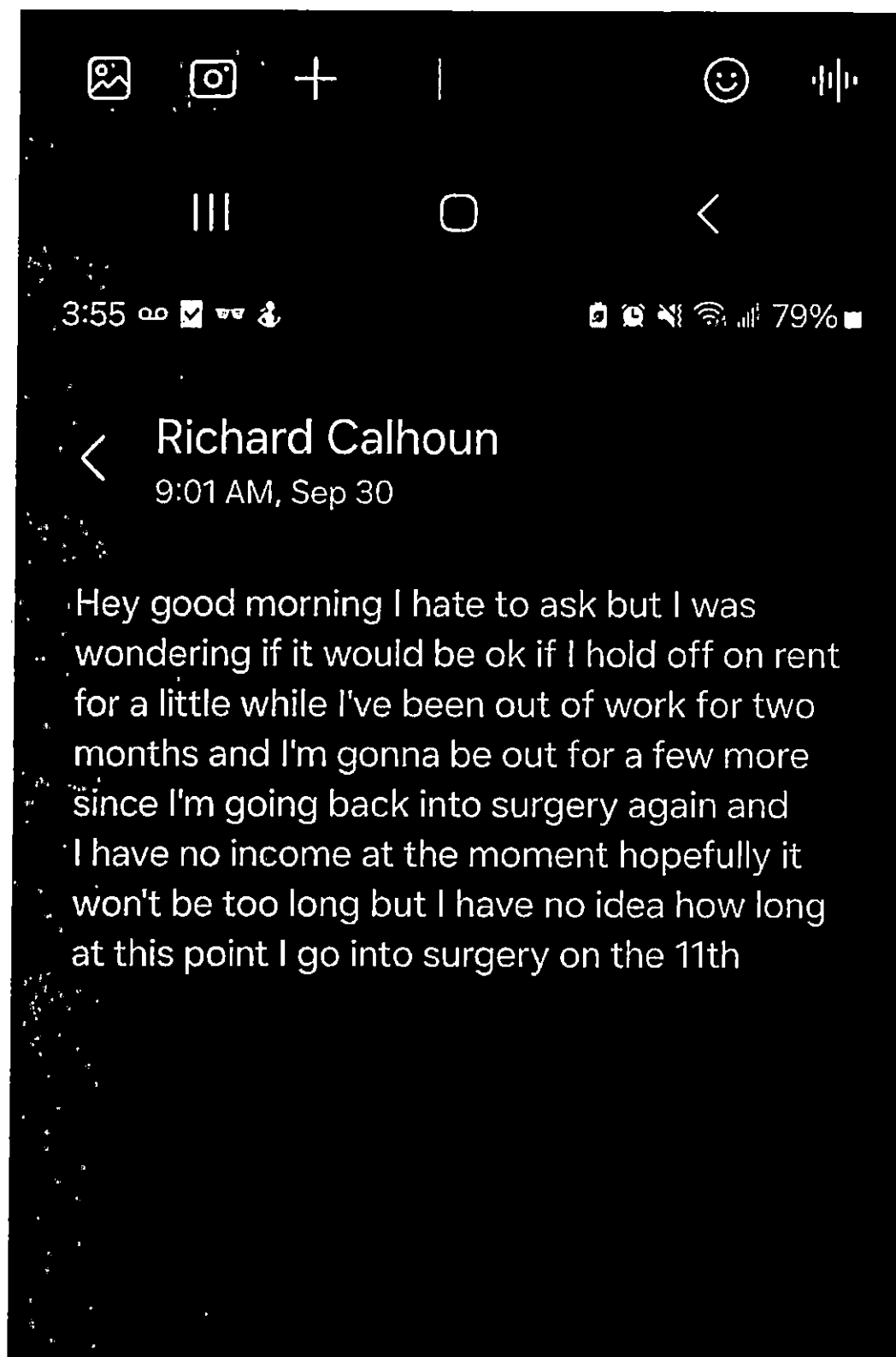
Yes I've got a lot going on but I will always find time. Can sit down with you when you have time to discuss options. Your uncle is on vacation this week so can always check his schedule & get something up so you can move forward without us holding you up 😊

Tuesday, November 1, 2022









9:01 AM

Good morning Ricky 🙋🏻♂️!! You never need to ask & take as long as you need. Is there anything we can do? It's too bad you need another surgery. It's never easy to recover & have to keep getting things fixed!!

9:42 AM

Do you need some groceries, dog food, meals or anything else?

9:43 AM

You know we're here anytime you need us!!

9:44 AM

I know it doesn't seem that way sometimes, but we're here to help 🤝

I'm ok for now I appreciate it yea my leg still isn't healing so I had to go to a specialist they are gonna replace the rod and screws again and do another bone graft this time pulling bone marrow from my pelvis

I really appreciate it if I need anything I'll let you know 🙋🏻♂️

9:44 AM

Thursday, October 12, 2023



Exhibit ‘F’

10:23 84%

Christine Funk

Dennis,
Please tell me how much I would have to
give you to keep Ricky's home.
You told me at Thanksgiving that he
almost had it paid off or maybe had it
paid off and it was just a matter of
transferring the deed to him or giving him
the value which you said was around
\$40,000.
Please tell me what I have to give you to
keep his home and his things here and his
dogs and Camille and Bastian here.
Please.

Tuesday, May 7 • 6:51 PM

The only legal agreement we had was
with Matthew. Whatever gifting we may or
may not have been planning to do with
Ricky is moot.

Tuesday, May 7 • 8:01 PM

Okay. I want to purchase the condo. How
much will you sell me the condo for?

We can discuss some things but the
condo is not for sale.

RCS message

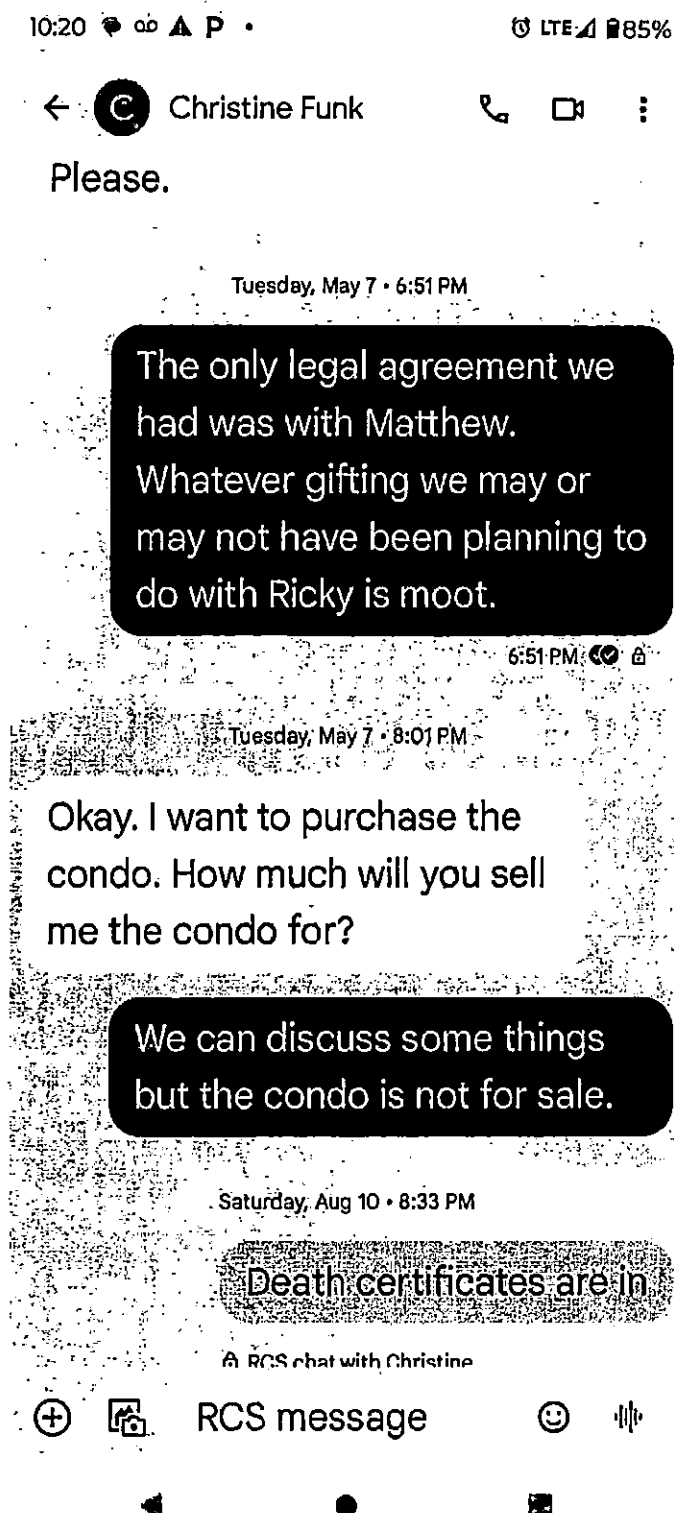


Exhibit 'G'

Violation Warning - 1800 Ashford Lane

Carnaby Square Association Inc.
1905 Sunset Blvd., Suite E
W. Columbia, SC 29169

10/15/2024

To: Rochelle & Dennis Graham
608 Timberleaf Court
Columbia, SC 29212

Dear Rochelle & Dennis Graham,

The Carnaby Square Association Inc. Homeowners Association (HOA) has conducted a routine inspection of the property located at **1800 Ashford Lane**. During our inspection, we have identified the following violations of the HOA rules and regulations:

Pets

(Reports of multiple dogs not on leash and free to roam in the community. These dogs are larger than the rules allow. (only small breeds allowed) Also a dog attack was report around 9/20/24 with 2 of these dogs involving an owner and her small dog.)

The above mentioned violate section(s) Master Deed Section 14, which states:

Only small type dogs and cats permitted. Pets are not allowed on the complex unless they are on a leash or carried. Pets are not to be walked on grassy areas. The areas adjacent to Longcreek Drive entrance and along Frontage Road are designated pet walking areas. Pet owners are required to clean up after their pets and dispose feces in dumpsters. Pets are not to be left unattended in the common areas. All pets must be tagged by Richland County. All ordinances which are enforced by Richland County will be observed in our complex. Renters need homeowner's permission to have a pet.

We kindly request your prompt attention to correct the stated violations. **Please adhere to community guidelines regarding one's pets. The next reported violation will result in a fine of \$25, applied to the owner's account. All subsequent reported violations will result in additional fines, increasing by \$25 per incident.** If your unit is a rental, it is your responsibility to notify the tenant.

Should you require clarification regarding the violations, scheduled fines, or assistance in achieving compliance, please do not hesitate to contact the HOA management office.

Thank you for your cooperation.

Sincerely,

Association Management Professionals
(803)457-2442



Search for Hand...



Deborah Dobson

Carnaby Square · 1w ·



My name is Deborah on Tuesday my little Maltese Leah and I were attacked by two pit bull dogs. I was on the sidewalk right near my yard. The owner was also there but could not control them. I crossed an four foot wall and I am 69 years old to get away from them. Those dogs jumped the wall to. I had my little one in my arms and he still bit her on her jaw and broke it half into. I hit the dig an he let go of his grip. I covered her under me until the owner finally got them off of us. Richland County was called EMS an Animal Control. The County didn't come but I called them again after I can from the hospital. Now I came home the same day with a bite but my little one went to the hospital and had to have surgery removed apart of her jaw and stitches under her jaw and near eye. I can't even sleep without seeing those dogs. They didn't remove those dogs yet an it's Saturday I am afraid to go out. What kind of help can I get to remove these dogs the owner can't even control them. Animal Control is waiting on what they call protocol. What is that.

Add a comment...

109

158



Home



Search



Post



For Sale



Notifications



6 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040

[illegible][illegible][illegible]

...and the only way to get out of the ...

Starch: 4%

၂၅၈၆-၁၀၂၇

၁၇၈၀ ခုနှစ်တွင် နယ်လွှဲရာတွင် နယ်လွှဲရာတွင် နယ်လွှဲရာတွင် နယ်လွှဲရာတွင် နယ်လွှဲရာတွင်

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

Christine Ingrid Funk, as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

-vs-

Rochelle Graham & Dennis Graham,

Defendant(s).

.....

Rochelle Graham & Dennis Graham,

Third-Party Plaintiffs,

-vs-

Christine Ingrid Funk, Individually,

Third-Party Defendants.

AFFIDAVIT

**IN THE COURT OF COMMON PLEAS
C/A No.: 2024-CP-40-05925**

0252-24-0001

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

PERSONALLY appeared before me, Matthew Graham who being duly sworn says:

1. My name is Matthew Graham, I am the nephew of Defendants Rochelle and Dennis Graham, the brother of Decedent Richard Timothy Calhoun, Jr., and the son of Plaintiff and Third-Party Defendant Christine Ingrid Funk.
2. I entered into an Installment Contract of Sale ("Installment Contract") for the Subject Property with Defendant Rochelle Graham on or about December 24, 2014. Said instrument was recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312. A copy of the aforesaid Installment Contract is attached hereto as Exhibit 'A' and made a part hereof by reference.

3. Sometime subsequent to my moving into the subject property, my brother, Mr. Calhoun, moved in and lived with me. During that period, Mr. Calhoun paid rent unto me and was considered my sub-tenant. This relationship is evidenced by Rental Agreements between the two. Copies of said Rental Agreements are attached hereto as Exhibit 'B' and made a part hereof by reference.

4. As Mr. Calhoun was my brother, I did not keep consistent or comprehensive rental agreements or records. Given our relationship, I was not overly concerned about any discord arising from our living arrangement.

5. I eventually purchased a separate home and moved out of the subject property. Upon my moving out I considered the Installment Contract of Sale to be mutually rescinded, void, and of no effect.

6. I have never satisfied the payments as dictated in the Installment Contract and do not believe that I hold any current ownership interest in the subject property.

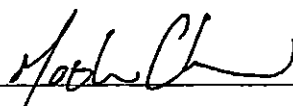
7. I have never assigned nor attempted to assign the Installment Contract. Specifically, I never assigned nor attempted to assign the Installment Contract to my brother, Mr. Calhoun.

8. I have never heard my brother Mr. Calhoun express any feeling, impression, or belief that he was anything but a tenant at the subject property.

9. I, along with Defendants Rochelle Graham and Dennis Graham have executed and submitted for filing with the Richland County Register of Deeds a Cancellation and Rescission of the Installment Contract. A copy of said Cancellation and Rescission is attached hereto as Exhibit 'C' and made a part hereof by reference.

AFFIANT FURTHER SAYETH NAUGHT!

****ACKNOWLEDGEMENT ON FOLLOWING PAGE****


Matthew Graham

Sworn and subscribed before me this 12th day of
December, 2024



Notary Public for the State of South Carolina

My Commission Expires: 4-05-2026

Exhibit ‘A’

Book 1896-312
 20140904 11:23:20 12.17.2020
 Fee \$10.00 County Tax \$0.00 State Tax \$0.00



20140904 11:23:20 12.17.2020

STATE OF SOUTH CAROLINA

INSTALLMENT CONTRACT OF SALE

COUNTY OF RICHLAND

THIS INSTALLMENT CONTRACT OF SALE entered into by and between Rochelle Graham, her heirs and assigns (hereinafter referred to as "Seller"), and Matthew Graham (hereinafter referred to as "Buyer"), dated this 21st day of December, 2014.

Subject to all the terms and conditions hereof, it is agreed that:

1. Seller shall sell and Purchaser shall buy the following described property located in Richland County:

1800 Ashford Lane, Columbia, South Carolina 29210

TMS# 07482-02-07

2. The purchase price of the property is the sum of Thirty-nine thousand Eight hundred Sixty-one and 76/100 dollars (\$39,861.76). Purchaser, at his option, has elected to purchase the property on terms and conditions of the Seller, as security for payment of the price. Seller retains title to the property.

TERMS: Seller is financing the property for Purchaser at the rate of three percent (3%). The Purchaser agrees to pay monthly payments in the amount of Three hundred Eighty four dollars and 90/100 (\$384.90) due on the first of every month, beginning January 1, 2015 and to continue payment monthly for ten years. There shall be no interest charged in addition to the aforementioned payment. There shall be no prepayment penalty if Purchaser shall satisfy the loan amount in full prior to the expiration of the ten-year term.

3. Purchaser agrees to pay a Twenty-five and no/100 (\$25.00) late fee delinquency charge or late fee if any payment is ever Five (5) or more days late.

4. **Regime Fee, Taxes and Insurance:** Purchaser shall be responsible for the full payment of property taxes, regime fee and insurance.

5. **Repairs:** Purchaser shall be responsible for any and all repairs to the property including but not limited to any repairs needed for fixtures, appliances and HVAC units, hot water, heater and all other repairs.

6. **Title conveyed:** Seller and Purchaser agree that title to the property will be conveyed to Purchaser and Seller will assign all right title and interest in the property to Purchaser when the property is paid off in full. Seller shall execute and deliver to the Purchaser a proper deed and warranty deed, free of encumbrances except as herein stated, with all blank lines and references.

7. Condition of Property and Risk of Loss: Purchasers accept possession of the property in its present condition as of the date of this Contract. The risk of loss or damage to said property thereafter by act of God or other casualty until the delivery of the deed as herein provided is assumed by Purchaser.

8. Use of Property: Purchaser shall use and occupy the property only in compliance with any lawful restrictions to which the property may be subject and shall not do or allow anything to be done thereon which would constitute a hazard to the property or a nuisance or danger to the neighborhood or the property of others. Purchaser shall comply with all governmental laws, ordinances, rules and regulations pertaining to the property.

9. Improvements and Maintenance: Any fixtures or improvements which are attached to any part of the property shall be considered a part of the property, and, if this contract becomes void as provided herein, Purchaser shall have no right or interest in same. During and after the installation or other construction of such fixtures or other improvements, Purchaser shall at all times and at their own expense keep and maintain all portions of the property in a neat and orderly condition and in good repair and promptly make all needful repairs to the property.

10. Protection of Seller: It is understood that Purchaser may have the full use and enjoyment of the property during the term of this agreement, provided however, at all times while this contract is in effect, Seller shall not be liable or responsible for any activities or accidents that may occur on or in connection with Purchaser's use of said premises. Purchaser shall be solely responsible for any damage, injury or other loss, to persons or property, that may occur upon the property as a result of the negligent, unlawful, or willful act or omission of result of the negligent, unlawful or willful act or omission of Purchaser or their visitor and shall defend, indemnify and hold the Sellers harmless for any damage, loss or expense resulting therefrom.

11. Insolvency of Purchaser: If Purchaser becomes insolvent, or if any judgment creditor or other party asserts and purported lien upon or seeks to attach the property on the Purchaser's right under this contract, then Purchaser shall be deemed to be in default hereunder and Sellers may pursue any of its remedies therefore at herein provided.

12. Remedies upon Default: It is further agreed that if the Purchaser fail and neglect to make or is delinquent in making any required payment within Sixty (60) days, or if the Purchaser otherwise fail or neglect to comply with any of the terms, provisions or conditions of this contract, or if there shall occur anything defined herein as an event of default, the Sellers, at their option, may declare void all rights of the Purchasers under this Contract, and the Seller shall be deemed to be landlord and the Purchaser shall be deemed to be tenants unlawfully holding over after the expiration of a lease and of notice to vacate and any and all sums previously paid by the Purchaser pursuant to this contract shall be retained by the Seller as rent for the Purchaser's use and occupancy of the property and as reimbursement for any advancements made by the Seller for the benefit of the Purchaser, and the Purchaser shall promptly surrender possession to the Seller and vacate the property, and the Seller may re-enter the property and expel the Purchaser or anyone claiming under them and remove the property of any of them without notice, formal claim or process, the Seller being absolved of any liability or claim for damages in doing anything reasonably necessary or



appropriate in connection therewith. If Seller shall choose to exercise said option, Seller shall send notice thereof by registered mail to Purchaser at his last known address. If this Contract is recorded in the Office of the Register of Mesne Conveyances for Richland County, then upon Seller's filing with said Register an Affidavit that such notice was duly given (with registry slip attached), said Seller shall note in the appropriate records that this Contract has been **CANCELLED AND SATISFIED**.

12. Assignment of Seller's Interest: The Seller shall have the right to assign this contract and Purchaser agrees that if this contract be assigned, the Seller shall be deemed the agent of the Assignee. Upon such assignment, Purchaser shall make all payments to the Assignee or its agent.

13. Assignment of Purchaser's Interest: Without Sellers' prior consent, Purchaser shall not assign this contract or other wise transfer any right or interest hereunder. If Sellers give their consent, such approval shall not release Purchaser's obligation hereunder.

14. Purchaser hereby acknowledge that they have received, read and understood this Installment Contract of Sale and has inspected the property prior to the signing of this Contract.

SIGNED, SEALED AND DELIVERED this 24th day of December, 2014.

Jeff M. Coon

Matthew Graham
Matthew Graham

Debra Telford

Jeff M. Coon

Rochelle Graham
Rochelle Graham

Debra Telford

Exhibit ‘B’

Rental Agreement

On 01/01/16, Richard Timothy Calhoun, signed a rental agreement for the residential
 [Date]
 property at the address listed below. By entering into this rental agreement, we hope to ensure
 that rental responsibilities will be understood and shared by all parties as described in this
 agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
 [Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
 [Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
 identify the rights and responsibilities of each occupant during the course of the rental
 agreement.

This Agreement is effective from 01.01.2016 to 01.31.2016

1. RENT: The total rental amount will be paid biweekly, due on the Tenants payday, not
 exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. PERSONAL PROPERTY: All tenants agree to not use or borrow other roommates'
 personal item(s) without the approval of the roommate who owns the property. Any exception(s)
 to this rule will be clearly stated and agreed upon, and the roommate who owns the property
 retains the right to change his/her mind about sharing his/her property. Any personal property
 that is borrowed will be used respectfully and returned in the same condition. If any damage is
 done to a roommate's personal property, the roommate(s) responsible for causing the damage
 will compensate the roommate who owns the personal property for his/her loss.

3. CLEANING: Each roommate agrees to share the responsibilities of cleaning and maintaining
 the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
 cleaning bathrooms, and other duties.

4. OCCUPANTS (VISITORS): Occupants (visitors) must have consent from the landlord to be
 inside the residency.

Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:

Matthew Graham
[Landlord: Matthew A. Graham]

01/01/16
[Date]

Richard T. Calhoun
[Tenant: Richard Timothy Calhoun]

01/01/16
[Date]

Rental Agreement

On 02/01/16, Richard Timothy Calhoun, signed a rental agreement for the residential
 [Date]
 property at the address listed below. By entering into this rental agreement, we hope to ensure
 that rental responsibilities will be understood and shared by all parties as described in this
 agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
 [Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
 [Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
 identify the rights and responsibilities of each occupant during the course of the rental
 agreement.

This Agreement is effective from 02.01.2016 to 02.29.2016

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not
 exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates'
 personal item(s) without the approval of the roommate who owns the property. Any exception(s)
 to this rule will be clearly stated and agreed upon, and the roommate who owns the property
 retains the right to change his/her mind about sharing his/her property. Any personal property
 that is borrowed will be used respectfully and returned in the same condition. If any damage is
 done to a roommate's personal property, the roommate(s) responsible for causing the damage
 will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining
 the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
 cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be
 inside the residency.

Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:

Matthew A. Graham
[Landlord: Matthew A. Graham]

02/01/16
[Date]

Richard T. Calhoun
[Tenant: Richard Timothy Calhoun]

02/01/16
[Date]

Rental Agreement

On 12/01/2015, Richard Timothy Calhoun, signed a rental agreement for the residential
[Date]
property at the address listed below. By entering into this rental agreement, we hope to ensure
that rental responsibilities will be understood and shared by all parties as described in this
agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
[Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
[Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
identify the rights and responsibilities of each occupant during the course of the rental
agreement.

This Agreement is effective from 12.01.2015 to 12.31.2015

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not
exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates'
personal item(s) without the approval of the roommate who owns the property. Any exception(s)
to this rule will be clearly stated and agreed upon, and the roommate who owns the property
retains the right to change his/her mind about sharing his/her property. Any personal property
that is borrowed will be used respectfully and returned in the same condition. If any damage is
done to a roommate's personal property, the roommate(s) responsible for causing the damage
will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining
the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be
inside the residency.

Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:

Matthew A. Graham
[Landlord: Matthew A. Graham]

12/01/15
[Date]

Richard T. Calhoun Jr.
[Tenant: Richard Timothy Calhoun]

12/01/15
[Date]

Rental Agreement

On 11.01.2015 [Date] Richard Timothy Calhoun, signed a rental agreement for the residential property at the address listed below. By entering into this rental agreement, we hope to ensure that rental responsibilities will be understood and shared by all parties as described in this agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC, 29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to identify the rights and responsibilities of each occupant during the course of the rental agreement.

This Agreement is effective from 11.01.2015 to 11.30.2015

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates' personal item(s) without the approval of the roommate who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the roommate who owns the property retains the right to change his/her mind about sharing his/her property. Any personal property that is borrowed will be used respectfully and returned in the same condition. If any damage is done to a roommate's personal property, the roommate(s) responsible for causing the damage will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors, cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be inside the residency.

Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

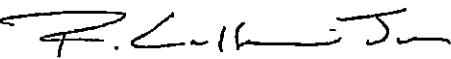
This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:


[Landlord: Matthew A. Graham]

11/13/15
[Date]


[Tenant: Richard Timothy Calhoun]

11/13/2015
[Date]

Rental Agreement

On 9.21.2015, Richard Timothy Calhoun, signed a rental agreement for the residential
 [Date]
 property at the address listed below. By entering into this rental agreement, we hope to ensure
 that rental responsibilities will be understood and shared by all parties as described in this
 agreement.

This Rental Agreement (the "Agreement") is made by and between Matthew A. Graham and
 [Landlord]
Richard Timothy Calhoun, for the residential property at: 1800 Ashford Lane Columbia SC,
 [Tenant]
29210, the bedroom next to the master bedroom. We are entering into this Agreement in order to
 identify the rights and responsibilities of each occupant during the course of the rental
 agreement.

This Agreement is effective from 10.01.2015 to 10.31.2015

1. **RENT:** The total rental amount will be paid biweekly, due on the Tenants payday, not
 exceeding two payments per month, in the amount of \$197.15.

Rent must be paid in the form of cash to Matthew A. Graham.

2. **PERSONAL PROPERTY:** All tenants agree to not use or borrow other roommates'
 personal item(s) without the approval of the roommate who owns the property. Any exception(s)
 to this rule will be clearly stated and agreed upon, and the roommate who owns the property
 retains the right to change his/her mind about sharing his/her property. Any personal property
 that is borrowed will be used respectfully and returned in the same condition. If any damage is
 done to a roommate's personal property, the roommate(s) responsible for causing the damage
 will compensate the roommate who owns the personal property for his/her loss.

3. **CLEANING:** Each roommate agrees to share the responsibilities of cleaning and maintaining
 the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors,
 cleaning bathrooms, and other duties.

4. **OCCUPANTS (VISITORS):** Occupants (visitors) must have consent from the landlord to be
 inside the residency.

Continued on next page

5. ADDITIONAL AGREEMENT TERMS: Richard Timothy Calhoun has agreed to purchase Matthew A. Graham's 2012 Toyota Yaris (VIN # JTDKTUD38CD536123) in biweekly installments, not exceeding two payments per month, in the amount of \$182.85 until the maturity date of the auto loan held by Matthew A. Graham. Each installment also covers the auto insurance provided by Matthew A. Graham. Should Richard Timothy Calhoun wish to break this agreement at anytime, he forfeits any contribution made towards the purchase of the vehicle.

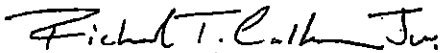
This Agreement represents the complete and final understanding of the occupants' intent. All preliminary discussions and negotiations by the occupants are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all occupants.

We, the undersigned, agree to the above terms.

SIGNATURES:


[Landlord: Matthew A. Graham]

09.21.15
[Date]


[Tenant: Richard Timothy Calhoun]

9.21.2015
[Date]

Exhibit 'C'

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

**CANCELLATION & RESCISSION OF AN
INSTALLMENT CONTRACT
OF SALE (PAYMENT UNSATISFIED)**

On December 24, 2014, an Installment Contract of Sale ("Installment Contract") was entered into by and between Rochelle Graham, her heirs and assigns ("Seller" hereinafter) and Matthew Graham ("Buyer" hereinafter). Said Installment Contract of Sale was recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312.

Said Installment Contract of Sale concerned the following described property:

Building Number 24, Apartment 1800 in the Carnaby Square Horizontal Property Regime, a horizontal property regime established by Carnaby Square – Joint Venture pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et seq. 1976 Code of Laws South Carolina by Master Deed dated January 25, 1980, recorded on March 19, 1980, in the ROD Office for Richland County in Deed Book D-534 at Page 232 which apartment is shown on the survey and site plan prepared by B.P. Barber and Associates, Inc., dated July 12, 1979, revised February 19, 1980 and being Exhibit A of the said Master Deed and being recorded in Plat Book Y at page 7004 and 7004A and Floor Plans of Apartment Buildings prepared by McNair, Gordon, Johnson and Karasiawicz, being Exhibit B, of said Master Deed and being recorded in Plat Book Y, Page 7005 through 7115,

This being the identical property conveyed to Rochelle Graham and Dennis Graham as joint tenants with right of survivorship, and not as tenants in common, by Deed of Rochelle Graham, dated July 14, 2014 and recorded in the Office of the ROD for Richland County in Book 1960 at Page 1784.

TMS No. 07482-02-07

("Subject Property" hereinafter)

Under said Installment Contract, Buyer was to purchase the Subject Property for a sum of \$39,861.76 pursuant to the terms as described therein. The parties mutually assert and agree that: payments on the Installment Contract were never made in full and that the Installment Contract was not completed nor consummated; that, prior to making full payment, Buyer indicated a desire to walk away from the Installment Contract and that Seller agreed to accommodate

Buyer's desire without any penalty; that said Installment Contract was never assigned, and; that the Installment Contract never represented any conveyance of ownership of the Subject Property.

The parties mutually agree and declare that Said Installment Contract of Sale recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312 is forever cancelled and rescinded, and is declared a nullity in its entirety, having no force or effect whatsoever. Further, said Installment Contract is not a representation of any debt owed by Buyer unto Seller as the Parties agreed to mutually rescind the Contract prior to its consummation.

Upon recordation of the instant document, said Installment Contract of Sale recorded in the Richland County Register of Deeds on December 30, 2014 in Book 1996 at Page 312 shall not be considered as having any effect upon title to the Subject Property. Said Installment Contract represents no lien upon nor transfer of any ownership interest in the Subject Property.

As of the filing of this instrument, ownership of the Subject Property is indicated by that deed from Rochelle Graham and Dennis Graham as joint tenants with right of survivorship, and not as tenants in common, by Deed of Rochelle Graham, dated July 14, 2014 and recorded in the Office of the ROD for Richland County in Book 1960 at Page 1784.

THE BELOW-SIGNED PARTIES SO MUTUALLY ATTEST AND AGREE:

****ACKNOWLEDGEMENTS BELOW****

Rochelle Graham
Rochelle Graham

Witness One: Aubrey Townsend

Witness One Print Name: Aubrey Townsend

Witness Two: Tamra Davis

Witness Two Print Name: TAMRA DAVIS

Sworn and subscribed before me

This 16th day of December, 2024

Marcia R. Amos

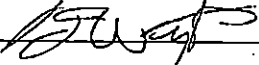
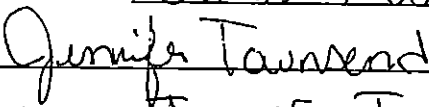
Notary Public for the State of South Carolina

My Commission Expires: 04-05-2026

****ACKNOWLEDGEMENTS CONTINUE BELOW****

	<u><i>Dennis Graham</i></u> Dennis Graham
Witness One:	<u><i>Aubrey Townsend</i></u>
Witness One Print Name:	<u>Aubrey Townsend</u>
Witness Two:	<u><i>Marcia R. Amas</i></u>
Witness Two Print Name:	<u>Marcia R. Amas</u>
Sworn and subscribed before me	
This <u>12th</u> day of <u>December</u> , 2024	
<u><i>Kamara Swors</i></u>	
Notary Public for the State of South Carolina	
My Commission Expires: <u>4/23/2031</u>	

****ACKNOWLEDGEMENTS CONTINUE BELOW****

 Matthew Graham	
Witness One:	
Witness One Print Name:	Jamison Wright
Witness Two:	
Witness Two Print Name:	Jennifer Townsend
Sworn and subscribed before me	
This <u>12th</u> day of <u>December</u> 2024	
 Notary Public for the State of South Carolina My Commission Expires: <u>7-05-2026</u>	

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

Rochelle Graham and Dennis Graham,

Third-Party Plaintiffs,

vs.

Christine Funk, Individually,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-05925

**MEMORANDUM IN OPPOSITION
TO THE GRANTING OF
MOTION FOR SUMMARY JUDGMENT
OF DEFENDANTS**

Plaintiff respectfully requests that this Court deny the Motion for Summary Judgment in that there are genuine issues of fact that need to be determined by a jury. In support for the denial of the Motion, the Affidavit of Christine Ingrid Funk is attached hereto as Exhibit "A" and the Affidavit of Steven Graham is attached hereto as Exhibit "B" showing that there are genuine issues of fact dealing with the purchase of the real estate.

Plaintiff reserves the right to supplement this Memorandum with additional discussion of the evidence and argument as to the legal issues.

BOOTH LAW FIRM, LLC

s/William E. Booth III
William E. Booth III
3231 Sunset Boulevard, Suite A
West Columbia, SC 29169
(T) (803) 791-9211
(F) (803) 791-3159
bill@boothlawfirmllc.com
SC Bar No. 771

West Columbia, South Carolina
April 8, 2025

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

Rochelle Graham and Dennis Graham,

Third-Party Plaintiffs,

vs.

Chritine Funk, Individually,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-05925

**AFFIDAVIT OF
CHRISTINE INGRID FUNK**

Personally appeared before me, **CHRISTINE INGRID FUNK**, who being properly
sworn deposes and states as follows:

1. I am Christine Ingrid Funk and I currently reside in North Carolina.
2. I am providing this affidavit in regard to a motion for summary judgment filed
by the Defendants and my affidavit is intended to present facts that should be considered
in denying the motion for summary judgment.
3. Richard Timothy Calhoun, Jr. is my son and he died on April 14, 2024.
4. I was appointed as the Personal Representative of Richard's Estate on
August 8, 2024, by a Certificate of Appointment as Personal Representative by the Hon.

Amy W. McCulloch, which estate is currently being probated in Richland County, South Carolina, as Case No. 2024-ES-40-01166.

5. Richard and Matthew Calhoun, as brothers, lived in the condominium located at 1800 Ashford Ln Columbia SC 29210 starting at the time the condominium was purchased through a foreclosure sale by Rochelle Graham and Dennis Graham. Richard and Matthew both helped rehabilitate the condominium through providing labor to repair items and funds to purchase materials and new windows.

6. My son Richard, prior to his death, told me on several occasions that after his brother moved into a new home (deed into Matthew Graham attached as Exhibit "A"), he remained in the condominium as his personal residence. Richard told me that the Grahams had allowed him to remain in the condominium as his personal residence and that they also gave him the opportunity to purchase the condominium.

7. Richard was told me that the Defendants had agreed to sell him the the condominium for \$25,000.00 and that he would make a payment of \$600.00 per month, and that this payment would also pay for the HOA monthly dues. He also told me that the interest rate was 3.25%.

8. The Defendants, as owners, did not require the termination of the recorded Installment Sales Contract (attached hereto as Exhibit "B") since they obviously desired that Richard be able to purchase the property using the same type of installment sales contract. They did not require a rental agreement with Richard because he was buying the condominium by making monthly payments to go towards the ultimate payment of all installment payments so that he would get a deed to the property. The intent of the Defendants can be shown by the filing of an eviction case based upon a rental agreement

and having this was dismissed because they could not prove that there was a rental agreement in existence between them and Richard.

9. At Thanksgiving, on November 23, 2023, I talked with my brother, Dennis Graham, regarding the purchase of the condominium by Richard. Dennis told me that he and his wife, as owners of the condominium, understood and agreed that Richard was purchasing the condominium by installment payments. My brother also told me that he understood that Richard had already paid all the necessary payments and that a deed would need to be signed by him and his wife for the conveyance of the condominium to Richard.

10. As I was appointed personal representative of my son's estate, I was able to obtain bank statements showing payments made by him to the Grahams. He had a checking account at Wells Fargo Bank and the bank statements I collected were from August 2017 through August 2024.

11. After analysis of the bank statements, I prepared a spreadsheet showing payments made and I attach the spreadsheet as Exhibit "B".

12. As you will see from the analysis of the payments made to the Grahams by Richard, he started making payments on June 24, 2019, and the final payment was made on March 5, 2024. The total payments made were \$39,650.00.

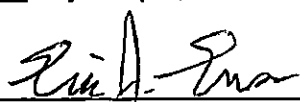
13. I put on the spreadsheet attached as Exhibit "B" the use of an amortization calculator to determine that all payments had been made.

14. The spreadsheet also shows that Richard paid several years of real estate taxes to Richland County with the last payment made for the 2023 real estate taxes on February 14, 2024, in the amount of \$1,194.24. I attach to my affidavit that paid tax bill

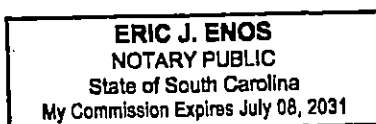
receipt as Exhibit "C". The receipt indicates a payment made over the internet by credit card in the amount of \$1,173.29. The difference of \$20.95 is the fee for making a payment by credit card.


Christine Ingrid Funk

Sworn to before me this
8th day of April, 2025


Notary Public for South Carolina
My commission expires: July 8, 2031

(AFFIX SEAL)





2020020018 BK: 20871 PG: 3129 - 3132

4 PGS

DEED

Rec: \$15.00 Cnty: \$108.90 State: \$257.40

May 15, 2020 04:47:45 PM

FILED IN LEXINGTON COUNTY, SC

Tina Quarry

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, **Shantal Morgan n/k/a Shantal Finch**, hereinafter referred to as the "Grantor", in the State aforesaid, in consideration of the sum of Ninety Nine Thousand and 00/100 Dollars (\$99,000.00) to Grantor, in hand, well and truly paid by, **Matthew A. Graham and Htoo Bla Wah**, hereinafter referred to as the "Grantees", at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantees, Grantees' heirs, devisees, successors or assigns, forever, absolutely, completely, in fee simple, any and all of Grantor's rights, title and interest in, and to, the following described property:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lot Five (5) and the western twenty (20) feet of Lot Six (6), Block B on a plat of Lucas Heights dated August 14, 1947 and recorded in the in the Office of the Clerk of Court/Register of Mesne Conveyances (RMC)/Register of Deeds (ROD) for Lexington County in Record/Plat Book 17-G, Page 36. Same being more particularly shown and depicted as Lot 5 and a portion of Lot 6, Block B, containing 0.22 of an acre, more or less, on a plat prepared for Eric N. Vancleave by Ben Whetstone Associates, dated October 12, 2000 and recorded on October 24, 2000 in the ROD for Lexington County in Record/Plat Book 6028, Page 204. Said plats are hereby adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This being property conveyed to Shantal Morgan (n/k/a Shantal Finch) by deeds of Tammy Dubose recorded July 22, 2013 in the Office of the Clerk of Court/RMC/ROD for Lexington County in Record/Deed Book 16421, Page 306 and re-recorded August 15, 2013 in Record/Deed Book 16483, Page 105.

Current TMS Number: 005725-03-003 (For informational purposes only)

Grantees' Mailing Address: Matthew A. Graham and Htoo Bla Wah
1409 Prentiss Street
Cayce, SC 29033

THIS CONVEYANCE IS MADE SUBJECT TO: All conditions, covenants, easements, restrictions and rights-of-way indicated by instruments, including plats, of record, and to all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate.

Together with all and singular, the rights, members, hereditaments, and appurtenances to the said

premises belonging or in anywise incident or appertaining.

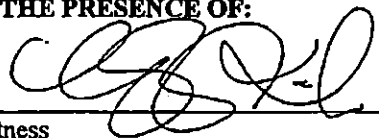
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, Grantee's heirs, successors and assigns forever.

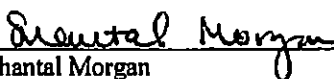
And Grantor does hereby bind Grantor and Grantor's heirs, successors or assigns to warrant and forever defend all and singular the said premises unto the said Grantees, Grantees' heirs, successors and assigns, against Grantor and Grantor's heirs, successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

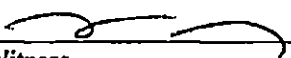
Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the grantee.

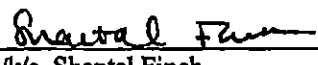
WITNESS the Grantor's hand and seal this 15th day of May, 2020.

**SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:**


Witness


Shantal Morgan


Witness


n/k/a Shantal Finch

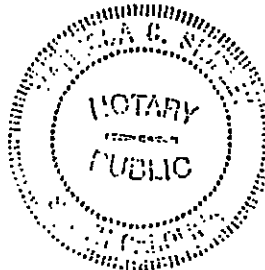
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for the State of South Carolina, do hereby certify that Shantal Morgan n/k/a Shantal Finch, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 15th day of May, 2020.


Notary Public for South Carolina
My Commission Expires: 4/20/30



STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON) AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

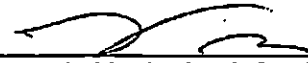
1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is commonly referred to as:
1409 Prentiss Street, Cayce, South Carolina 29033.
3. Check one of the following: The Deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (exemption # 5)
 (If exempt, please skip items 4-6, and go to item 7 of this affidavit)
4. Check one of the following if either 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid in the amount of
\$ 99,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The Deed Recording Fee is computed as follows:
 - (a) 99,000.00 the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) 99,000.00 subtract line 6(b) from Line 6(a) and place the result.

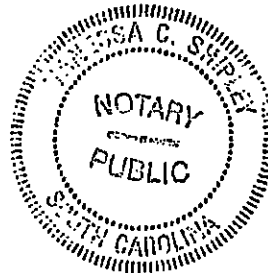
7. The deed recording fee due is based on the amount listed on Line 6 c) above and the deed recording fee due is: \$381.30.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantees
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Matthew A. Graham


Htoo Bla Wah

SWORN TO before me this 15th day
of May, 2020.


Notary Public for South Carolina
My Commission Expires: 4/20/30





Book 1996-312
2014094940 12/30/2014 12:47:02:890 Contract of Sale
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) **INSTALLMENT CONTRACT OF SALE**

THIS INSTALLMENT CONTRACT OF SALE entered into by and between **Rochelle Graham**, her heirs and assigns (hereinafter referred to as "Seller"), and **Matthew Graham** (hereinafter referred to as "Buyer"), dated this 24th day of December, 2014.

Subject to all the terms and conditions hereof, it is agreed that:

1. Seller shall sell and Purchaser shall buy the following described property located in Richland County:

1800 Ashford Lane, Columbia, South Carolina 29210

TMS # 07482-02-07

2. The purchase price of the property is the sum of **Thirty-nine thousand Eight hundred sixty-one and 76/100 dollars (\$39,861.76)**. Purchaser, at his option, has elected to purchase the property on terms and conditions of the Seller, as security for payment of the price, Seller retains title to the property.

TERMS: Seller is financing the property for Purchaser at the rate of three percent (3%). The Purchaser agrees to pay monthly payments in the amount of **Three-hundred Eighty four dollars and 90/100 (\$384.90)** due on the first of every month, beginning January 1, 2015 and to continue payment monthly for ten years. There shall be no interest charged in addition to the aforementioned payment. There shall be no prepayment penalty if Purchaser shall satisfy the loan amount in full prior to the expiration of the ten year term.

3. Purchaser agrees to pay a **Twenty -five and no/100 (\$25.00)** late fee delinquency charge or late fee if any payment is ever Five (5) or more days late.

4. Regime Fee, Taxes and Insurance: Purchaser shall be responsible for the full payment of property taxes, regime fee and insurance

5. Repairs: Purchaser shall be responsible for any and all repairs to the property, including but not limited to any repairs needed for fixtures, appliances and HVAC units, hot water heater and all other repairs.

6. Title conveyed: Seller and Purchaser agree that title to the property will be conveyed to Purchaser and Seller will assign all right title and interest in the property to Purchaser when the property is paid off in full. Seller shall execute and deliver to the Purchaser a proper statutory warranty deed, free of encumbrances except as herein stated, with all stamps affixed thereto.

RG
MG

7. Condition of Property and Risk of Loss: Purchasers accept possession of the property in its present condition as of the date of this Contract. The risk of loss or damage to said property thereafter by act of God or other casualty until the delivery of the deed as herein provided is assumed by Purchaser.

8. Use of Property: Purchaser shall use and occupy the property only in compliance with any lawful restrictions to which the property may be subject and shall not do or allow anything to be done thereon which would constitute a hazard to the property or a nuisance or danger to the neighborhood or the property of others. Purchaser shall comply with all governmental laws, ordinances, rules and regulations pertaining to the property.

9. Improvements and Maintenance: Any fixtures or improvements which are attached to any part of the property shall be considered a part of the property, and, if this contract becomes void as provided herein, Purchaser shall have no right or interest in same. During and after the installation or other construction of such fixtures or other improvements, Purchaser shall at all times and at their own expense keep and maintain all portions of the property in a neat and orderly condition and in good repair and promptly make all needful repairs to the property.

10. Protection of Seller: It is understood that Purchaser may have the full use and enjoyment of the property during the term of this agreement, provided however, at all times while this contract is in effect, Seller shall not be liable or responsible for any activities or accidents that may occur on or in connection with Purchaser's use of said premises. Purchaser shall be solely responsible for any damage, injury or other loss, to persons or property, that may occur upon the property as a result of the negligent, unlawful, or willful act or omission of result of the negligent, unlawful or willful act or omission of Purchaser or their visitor and shall defend, indemnify and hold the Sellers harmless for any damage, loss or expense resulting therefrom.

11. Insolvency of Purchaser: If Purchaser becomes insolvent, or if any judgment creditor or other party asserts and purported lien upon or seeks to attach the property on the Purchaser's right under this contract, then Purchaser shall be deemed to be in default hereunder and Sellers may pursue any of its remedies therefore at herein provided.

12. Remedies upon Default: It is further agreed that if the Purchaser fail and neglect to make or is delinquent in making any required payment within Sixty (60) days, or if the Purchaser otherwise fail or neglect to comply with any of the terms, provisions or conditions of this contract, or if there shall occur anything defined herein as an event of default, the Sellers, at their option, may declare void all rights of the Purchasers under this Contract, and the Seller shall be deemed to be landlord and the Purchaser shall be deemed to be tenants unlawfully holding over after the expiration of a lease and of notice to vacate and any and all sums previously paid by the Purchaser pursuant to this contract shall be retained by the Seller as rent for the Purchaser's use and occupancy of the property and as reimbursement for any advancements made by the Seller for the benefit of the Purchaser, and the Purchaser shall promptly surrender possession to the Seller and vacate the property, and the Seller may re-enter the property and expel the Purchaser or anyone claiming under them and remove the property of any of them without notice, formal claim or process, the Seller being absolved of any liability or claim for damages in doing anything reasonably necessary or

appropriate in connection therewith. If Seller shall choose to exercise said option, shall send notice thereof by registered mail to Purchaser at his last known address. If this Contract is recorded in the Office of the Register of Mesne Conveyances for Richland County, then upon Seller's filing with said Register an Affidavit that such notice was duly given (with registry slip attached), said Register shall note in the appropriate records that this Contract has been "CANCELLED AND SATISFIED".

12. Assignment of Seller's Interest: The Seller shall have the right to assign this contract and Purchaser agrees that if this contract be assigned, the Seller shall be deemed the agent of the Assignee. Upon such assignment, Purchaser shall make all payments to the Assignee or its agent.

13. Assignment of Purchaser's Interest: Without Sellers' prior consent, Purchaser shall not assign this contract or other wise transfer any right or interest hereunder. If Sellers give their consent, such approval shall not release Purchaser's obligation hereunder.

14. Purchaser hereby acknowledge that they have received, read and understood this Installment Contract of Sale and has inspected the property prior to the signing of this Contract.

SIGNED, SEALED AND DELIVERED this 24th day of December, 2014.

Jeff M. Coon

Matthew Graham
Matthew Graham

Shelia Tapp

Jeff M. Coon

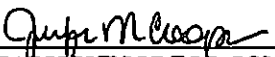
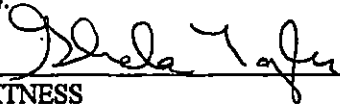
Rochelle Graham
Rochelle Graham

Shelia Tapp

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned witness, who under oath says that s/he saw the within Seller and Purchaser sign, seal and deliver the within written Installment Contract of Sale for the Uses and purposes therein mentioned and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this 24th day of December, 2014.

 (SEAL) 
NOTARY PUBLIC FOR SOUTH CAROLINA WITNESS

My Commission Expires: 11/30/19

EXHIBIT "C"

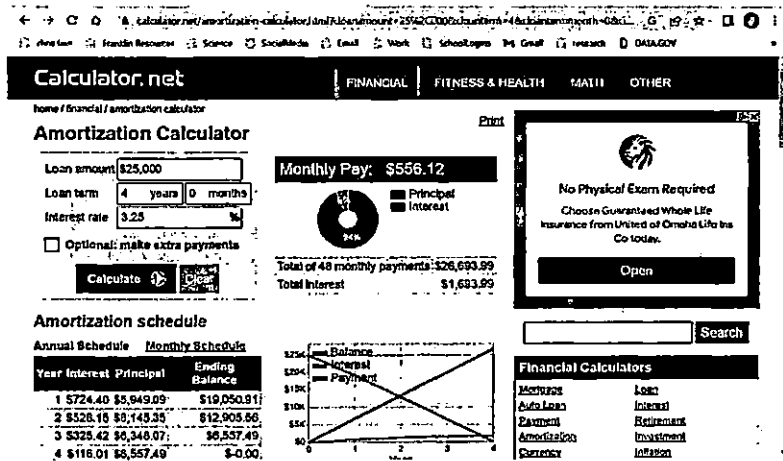
LAND CONTRACT PAYMENTS MADE TO ROCHELLE GRAHAM BY RICHARD T> CALHOUN JR. FOR 1800 ASHFORD LN

DATE AMOUNT

6/24/2019 \$ 500.00
6/25/2019 \$ 300.00
7/19/2019 \$ 800.00
8/29/2019 \$ 800.00
9/26/2019 \$ 800.00
10/24/2019 \$ 800.00
11/21/2019 \$ 800.00
12/23/2019 \$ 800.00
1/30/2020 \$ 800.00
2/27/2020 \$ 800.00
3/30/2020 \$ 800.00
4/24/2020 \$ 800.00
5/4/2020 \$ 500.00
5/21/2020 \$ 1,000.00
6/18/2020 \$ 1,000.00
7/30/2020 \$ 800.00
8/28/2020 \$ 800.00
9/24/2020 \$ 800.00
10/22/2020 \$ 800.00
12/3/2020 \$ 800.00
12/31/2020 \$ 800.00
1/29/2021 \$ 800.00
3/1/2021 \$ 800.00
3/25/2021 \$ 800.00
5/6/2021 \$ 500.00
5/7/2021 \$ 300.00
6/1/2021 \$ 800.00
7/1/2021 \$ 800.00
8/2/2021 \$ 800.00
9/9/2021 \$ 800.00
10/4/2021 \$ 800.00
11/4/2021 \$ 800.00
12/2/2021 \$ 800.00
1/3/2022 \$ 800.00
1/31/2022 \$ 800.00
2/5/2022 accident
3/1/2022
4/1/2022
5/1/2022 recovery
6/2/2022 \$ 600.00
7/14/2022 \$ 800.00
7/29/2022 \$ 800.00
9/2/2022 \$ 800.00
10/6/2022 \$ 800.00
11/1/2022 \$ 800.00
12/6/2022 \$ 800.00
1/3/2023 \$ 800.00
2/2/2023 \$ 800.00
3/1/2023 \$ 800.00
4/3/2023 \$ 800.00
5/4/2023 \$ 800.00
6/5/2023 \$ 800.00
7/3/2023 \$ 800.00
8/1/2023 \$ 800.00
9/7/2023 \$ 800.00
2/2/2024 \$ 250.00 HOA fees
3/5/2024 \$ 300.00 HOA fees
\$ 39,650.00

PROPERTY TAX PAID BY RICHARD ON 1800 ASHFORD LN

DATE AMOUNT
12/9/2019 \$ 284.71
1/15/2021 \$ 280.84
11/16/2022 \$ 1,084.43
2/14/2024 \$ 1,194.24



Total Richard paid \$ 39,650.00
Total Amortization \$ (26,694.00)
Balance HOA Fees \$ 12,956.00 (\$14000 estimated amount of total HOA fees since Land contract)

ELECTRONICALLY FILED - 2025 Apr 08 3:41 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005925

Richland County Tax Information
Kendra L. Dove
Richland County Treasurer



The Richland County Treasurer's Office offers several convenient ways to pay your taxes. In addition to paying your taxes in person, through the mail, or at Synovus bank locations throughout the Midlands, we now accept credit card payments with MasterCard, Visa, Discover, and American Express or by electronic check.

Your online payment will be processed by SC.GOV, a third party, working under contract administered by the South Carolina Department of Administration's Division of Technology Operations. The online price of items or services purchased through SC.GOV, the state's official Web portal, includes funds used to develop, maintain, enhance, and expand the service offerings of the state's portal.



Richland County Real Estate Tax																															
RICHLAND COUNTY PO BOX 11947 COLUMBIA, SC 29211 <u>Date:</u> 2/13/2024 <u>Time:</u> 10:13:06 <u>Tax year:</u> 2023 <u>Tax Map #:</u> 07482-02-07 Loc: 1804 ASHFORD LN APT 1800 BLDG 24 #SU C Millage: 476.60 <table border="0"> <tr> <td>Dist #</td> <td>Tot-Asm</td> </tr> <tr> <td>1UR</td> <td>2,390</td> </tr> </table> Where: IN Clerk: AEG Batch: 96290 Tran #: 20205 Other: 1,173.29 <u>Bill #:</u> R-2023-071690 GRAHAM ROCHELLE & DENNIS 1800 ASHFORD LN COLUMBIA, SC 29210-	Dist #	Tot-Asm	1UR	2,390	REAL ESTATE TAX Kendra L. Dove County Treasurer (803) 576-2250 Ext. 2 treasurer@rcgov.us <table border="0" style="width: 100%;"> <tr> <td>Current Payment:</td> <td align="right">1,173.29</td> </tr> <tr> <td>County Tax</td> <td align="right">1,139.07</td> </tr> <tr> <td>County Sales-Cr</td> <td align="right">-72.44</td> </tr> <tr> <td>Homestead</td> <td align="right">0.00</td> </tr> <tr> <td>County Relief</td> <td align="right">0.00</td> </tr> <tr> <td>Solid Waste</td> <td align="right">0.00</td> </tr> <tr> <td>Pen/Cost</td> <td align="right">106.66</td> </tr> <tr> <td>City Tax</td> <td align="right">0.00</td> </tr> <tr> <td>City Sales-Cr</td> <td align="right">0.00</td> </tr> <tr> <td>City Pen</td> <td align="right">0.00</td> </tr> <tr> <td> Paid to Date:</td> <td align="right"> 1,173.29</td> </tr> <tr> <td>Date Paid:</td> <td align="right">2/13/2024</td> </tr> <tr> <td>Amount Due:</td> <td align="right">0.00</td> </tr> </table> Remark: PD BY INTERNET CREDIT CARD This is a paid receipt.	Current Payment:	1,173.29	County Tax	1,139.07	County Sales-Cr	-72.44	Homestead	0.00	County Relief	0.00	Solid Waste	0.00	Pen/Cost	106.66	City Tax	0.00	City Sales-Cr	0.00	City Pen	0.00	 Paid to Date:	 1,173.29	Date Paid:	2/13/2024	Amount Due:	0.00
Dist #	Tot-Asm																														
1UR	2,390																														
Current Payment:	1,173.29																														
County Tax	1,139.07																														
County Sales-Cr	-72.44																														
Homestead	0.00																														
County Relief	0.00																														
Solid Waste	0.00																														
Pen/Cost	106.66																														
City Tax	0.00																														
City Sales-Cr	0.00																														
City Pen	0.00																														
 Paid to Date:	 1,173.29																														
Date Paid:	2/13/2024																														
Amount Due:	0.00																														

ELECTRONICALLY FILED - 2025 Apr 08 3:41 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4005925

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

Rochelle Graham and Dennis Graham,

Third-Party Plaintiffs,

vs.

Chritine Funk, Individually,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-05925

**AFFIDAVIT OF
STEVEN GRAHAM**

Personally appeared before me, **STEVEN GRAHAM**, who being properly sworn
deposes and states as follows:

1. I am Steven Graham and I live in Ohio and I am related to Christine Funk as her brother. Richard Timothy Calhoun, Jr. is the son of my sister.
2. I am familiar with the purchase by Richard Timothy Calhoun, Jr. of a condominium located in Columbia, South Carolina.
3. Ricky, as he is known, visited me many times over the last several years so I had opportunities to discuss with him the arrangements he had with Rochelle Graham and Dennis Graham for the purchase of the condominium.

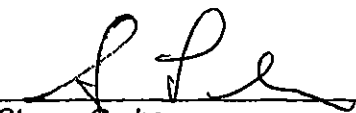
Affidavit of Steven Graham

5744.2631-0039.docx (03.13.25)

Page 1

4. On multiple occasions, Ricky told me that he was purchasing the condominium and shortly before his death he told me he had already paid all the necessary payments to acquire ownership of the condominium. I encouraged him many times to make sure he got the deed to the property but, of course, he died in April of 2024.

5. I submit this affidavit in support of the lawsuit involving my sister as the personal representative of Ricky's estate so that the estate will be able to obtain ownership of this condominium by deed.


Steven Graham

Sworn to before me this
18th day of March, 2025


Notary Public for Ohio
My commission expires: 2-5-2030

(AFFIX SEAL)



SAMUEL FISHER
Notary Public, State of Ohio
My Commission Exp.
February 05, 2030

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Christine Ingrid Funk as Personal
Representative of the Estate of Richard
Timothy Calhoun, Jr.,

Plaintiff,

vs.

Rochelle Graham and Dennis Graham,

Defendants.

Rochelle Graham and Dennis Graham,

Third-Party Plaintiffs,

vs.

Christine Funk, Individually,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-05925

**MEMORANDUM IN OPPOSITION
TO THE GRANTING OF
MOTION FOR SUMMARY JUDGMENT
OF DEFENDANTS**

An in-person hearing was held before this Court on April 17, 2025, during which appearances were as follows: William E. Booth III representing Christine Ingrid Funk as Personal Representative of the Estate of Richard Timothy Calhoun, Jr.; and Jason M. Hunter representing Rochelle Graham and Dennis Graham. Counsel for Plaintiff initially argued that the Motion for Summary Judgment filed on December 16, 2024, should be dismissed because there were no specific grounds given for the granting of the summary judgment. Counsel for Defendants then presented two legal cases along with the Statute of Frauds, S.C. Code §32-3-10.

This Court then granted Plaintiff a fifteen (15) day time period in order to file a memorandum based upon the argument that summary judgment should not be granted

based on the Statute of Frauds. This Memorandum is that response and will discuss the evidence presented during the summary judgment hearing.

The Motion for Summary Judgment was supported by the affidavit of Dennis Graham and Rochelle Graham and the affidavit of Matthew Graham, along with several exhibits. Plaintiff filed affidavits of herself and her brother, Steven Graham.

EVIDENCE FROM PLAINTIFF'S AFFIDAVITS

The Affidavit of Christine Ingrid Funk states that she was appointed as the personal representative of her late son's estate by Certificate of Appointment dated August 8, 2024. She further states that her son Richard and her other son, Matthew Calhoun, lived in the subject property for several years and that they both helped rehabilitate the condominium through providing labor and funds. The affidavit further states that her son Richard, prior to his death (he died on April 14, 2024), told her several times that after Matthew moved out that he agreed to purchase the condominium from the Grahams for the payment of \$25,000.00.

Her affidavit provides statements made by Richard to her stating that on June 24, 2019, the parties hereto entered into an installment contract of sale by which Seller sold to Richard Timothy Calhoun, Jr. (hereinafter referred to as "Calhoun") certain real property located in Richland County, with property address of 1800 Ashford Lane, as shown on the Richland County Assessor's Tax Maps as parcel number 07482-02-07 (the "Property"). Payment for said property was made by monthly payments with an initial purchase price of \$25,000.00 at an interest rate of 3.25%. In addition to the monthly payments, Calhoun, as owner of the subject property, was required to pay all property

taxes, all regime fees, and the insurance on the property. Again, Calhoun was also responsible for all repairs to the property.

The Affidavit of Christine Ingrid Funk further states that she knew about the installment sales contract and that Richard was allowed to remain in the condominium even though there was no rental agreement provided. The Affidavit of Christine Ingrid Funk further states that on November 23, 2023, at a family gathering for Thanksgiving the Defendant Dennis Graham confirmed that Richard was purchasing the condominium by installment payments and that he had already made all the necessary payments and that a deed needed to be signed by him and his wife.

The arrangement of an installment sales contract with Seller holding title was similar to a previous written installment sales contract on the same property with Matthew Graham, the son of the Plaintiff and the brother of Calhoun, but this installment sales contract was terminated by mutual agreement at the time that Calhoun entered into the installment sales contract with Seller.

Calhoun immediately took possession of the Property as his primary residence and lived in the Property until his death on April 14, 2024.

Prior to the death of Calhoun, he had made all payments of real estate taxes and had made all payments for regime fees.

Prior to the death of Calhoun, he had paid the cost of improvements to the Property, including the installation of new windows.

Prior to his death, Calhoun had paid in full all installment payments required by the installment sales contract with Seller entitling him, and now his estate, to receive a deed

from Seller conveying good and marketable title to the Property, free and clear of all liens and encumbrances.

The affidavit of Steven Graham, who is the brother of Plaintiff, supports her statements about Richard purchasing the condominium unit and that he knew he would be able to get a deed soon.

The affidavit of Steven Graham states that Richard visited him often over the last few years and told him that he was buying the condominium located at 1800 Ashford Lane.

EVIDENCE FROM DEFENDANTS' AFFIDAVITS

The Affidavit of Rochelle and Dennis Graham admits that the installment sales contract with Matthew was signed on December 24, 2014, and that he had made payments until he purchased a new home and moved out of the condominium. The Affidavit of the Grahams states that the recorded installment sales contract should have been terminated, or rescinded, but that a previous lawyer had failed to follow through. The Affidavit of the Grahams only talks about a rental arrangement with Richard, but there was never a written lease agreement made. The Affidavit of the Grahams contains as attachments several text messages between them and Richard and there is shown on these text messages an intent for Richard to sell the property for use in the purchase of a new home. The Affidavit of the Grahams says they contemplated gifting him the proceeds from the sale of the condominium for use in the purchase of a new home.

LEGAL ARGUMENT

The requirements for granting summary judgment under Rule 56 are often stated and according to the decision in *Osborne v. Adams*, 346 S.C. 4, 550 S.E.2d 319 (2001), the standard is:

In reviewing the grant of a summary judgment motion, this Court applies the same standard which governs the trial court under Rule 56(c), SCRCP: summary judgment is proper when "there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law." *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991).

In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997). On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below. *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 230 S.E.2d 447 (1976).

Id. at 7.

The argument of the Defendants is that the Statute of Frauds prevents enforcement or recognition of the oral contract or installment sales contract made with Richard.

As stated by Justice Rhodes in *Young vs. Independent Publishing Co.*, 273, S.C. 107, 254 S.E.2d 681 (1976):

The Statute of Frauds does not require that memoranda of the contract be contained in one document, but permits the essential contractual terms to be gathered from several writings which are connected either expressly or through internal evidence of the subject matter and occasion.

The case of *Godwin v. Hilton Head Co.*, *supra*, is indistinguishable with the present case. Notwithstanding the fact that a written offer signed and delivered to the property

owner for the purchase of Lot 20 in the Port Royal Plantation and of three and one-half acres adjoining Lot 20 was never signed by the property owner, Chief Justice Lewis affirmed the finding of the lower court that the written documents in evidence created after the delivery of the offer and the actions of the property owner after delivery satisfied the requirements of the Statute of Frauds. The written documents and actions included the written offer, the deposit of the buyer's earnest money, and a survey obtained by the seller and mailed to the buyer. Obviously, the depositing of the earnest money check and the preparation of the survey by the seller occurred after delivery of the offer to purchase Lot 20 and the adjoining three and one-half acres.

The first exception to the Statute of Frauds is found in Gibson v. Hryskos, 293 S.C. 8, 358 S.E.2d 173 (Ct. App. 1987), where the Court of Appeals citing numerous prior South Carolina cases, noted that "Courts of equity will decree the specific performance of [even] an oral agreement for acquisition of an interest in land, despite the statute of frauds, where sufficient part performance has occurred" Id., 293 S.C. at 13. The second exception to the Statute of Frauds is found in the Scurry v. Edwards, 232 S.C. 53, 100 S.E.2d 812 (1957), where over forty years ago, the South Carolina Supreme Court expressly noted that "equity should relieve against the operation of the Statute in cases where it would be unconscionable for the vendor to rely upon it in defense" Id. at 63.

The Defendants clearly showed the intent to allow Richard to continue living in the condominium and the arrangement made with him was for him to pay the remaining balance through monthly payments and obtaining a deed to the property after all payments had been made. While the Defendants, as owners, did not require Richard to sign a new installment sales contract, their intent was very clear.

CONCLUSION

Consequently, there are genuine issues of fact that need to be determined, and a motion for summary judgment is not appropriate.

BOOTH LAW FIRM, LLC

s/William E. Booth III

William E. Booth III
3231 Sunset Boulevard, Suite A
West Columbia, SC 29169
(T) (803) 791-9211
(F) (803) 791-3159
bill@boothlawfirmllc.com
SC Bar No. 771
Attorney for Plaintiff

West Columbia, South Carolina
May 2, 2025

STATE OF SOUTH CAROLINA

DOCKET NUMBER
2024-CP-40-05925

COMMON PLEAS

COUNTY OF RICHLAND

CHRISTINE INGRID FUNK AS PERSONAL)
REPRESENTATIVE OF THE ESTATE OF)
RICHARD TIMOTHY CALHOUN, JR.,)
Plaintiff,)
vs.)
ROCHELLE GRAHAM,)
Defendant.)

April 17, 2025

MOTION FOR SUMMARY JUDGMENT

B E F O R E:

The Honorable Jocelyn Newman, Presiding Judge.

C O U R T:

South Carolina Circuit Court 5

T R A N S C R I B E D B Y:

Barbie Teboe, Transcriber

Legal Eagle
107 LeGrand Blvd.
Greenville, SC 29607
864-467-1373
transcripts@legaleagleinc.com

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

WILLIAM E. BOOTH, Esq.
Booth Law Firm, LLC
3231 Sunset Boulevard, Suite A
West Columbia, SC 29169

Attorney for the Plaintiff

JASON MARK HUNTER, Esq.
Crawford & von Keller, LLC
1640 Saint Julian Place
Columbia, SC 29204

Attorney for the Defendant

1	<u>INDEX</u>	
2	<u>DESCRIPTION</u>	<u>PAGE</u>
3		
4	<u>THURSDAY, APRIL 17, 2025</u>	<u>4</u>
5		
6	MOTION FOR SUMMARY JUDGMENT	
7	Mr. Hunter, for the Defendant	4, 20
8	Mr. Booth, for the Plaintiff	13, 25
9	COURT TAKES UNDER ADVISEMENT	29
10	RECESS	30
11	CERTIFICATE OF TRANSCRIBER	31
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

P R O C E E D I N G S

(Whereupon, the following proceedings started at 0:22:07.)

THE COURT: C. Ingrid Funk versus Rochelle Graham,
2024-CP-40-05925.

(Pause.)

THE COURT: All right. This is a Motion for Summary
Judgment. Okay.

Mr. Hunter.

MR. HUNTER: Yes, Your Honor. May it please the Court.

THE COURT: Yes, sir.

MR. HUNTER: Jason Hunter for the plaintiff.

Your Honor, this case is about the plaintiff trying to
take something from the defendants that she has no right to.
The plaintiff has alleged there was an oral contract between
her deceased son and my clients.

Your Honor, just to --

And it's for the purpose of real estate.

First, we're going to call (indiscernible). Just to set
the table some, Your Honor, parties are such: The plaintiff
is, of course, the mother of the decedent. His name is
Richard Timothy Calhoun; Ricky, he went by, we understand.
Ricky passed away about a year ago, last April. Dennis Graham
is the plaintiff's father; Rochelle is Dennis's wife. And
they are, of course, aunt and uncle to the decedent. Also,
you'll hear him refer to Matthew Graham. Matthew Graham is

1 the brother -- was the brother of the decedent and nephew
2 of -- brother of the decedent, son of the plaintiff, and the
3 nephew to my client.

4 Your Honor, and my clients had a very close loving
5 relationship with Ricky and remained in their close loving
6 relationship with Matthew.

7 Your Honor, the condo in question is a small condo off
8 Broad River Road. It was purchased back in December of 2014,
9 in a foreclosure sale. And a Master's Deed was reported, you
10 know, I believe on December 3rd of 2014. We included it as a
11 copy -- we included a copy of that (indiscernible) date.

12 Now, my clients entered into a Land Sale Installment
13 Contract with Matthew on Christmas Eve of that year. Again,
14 it was meant to be a gift. They had a close, loving
15 relationship; he wanted to provide him a place to live.

16 Following Matthew's moving into the property, Ricky, the
17 decedent, moved in with Matthew, and they lived together for a
18 time. Matthew, it looks like pretty spottily -- I have an
19 affidavit from him, as well, but -- he would occasionally have
20 Ricky sign a lease, but not always, I believe. He has
21 testified, you know, in the affidavit, that he was not overly
22 concerned -- it was his brother -- he was not overly concerned
23 if he was keeping copies of records.

24 At some point, Matthew decides he wants to buy a separate
25 home. Same (indiscernible), though. So he moves out of the

1 condo and buys a new place and moves -- you know, moves out.
2 Ricky remains in the property. And I will say this. At the
3 point which Matthew moves out, it was the understanding of all
4 parties that the land sale installment contract was a nullity.
5 My clients were told -- the defendants indicated in her
6 affidavits that they'd assumed it was a nullity -- Dennis and
7 Rochelle, the defendants. As testified, they informed former
8 counsel to cancel the payment record; that was never done. It
9 has been done now. I filed, I think it was 15th. We included
10 an unrecorded copy with our affidavit, but I filed the 15th.
11 In this case with a recorded copy of that cancellation
12 (indiscernible) document. That's, of course, executed by
13 Matthew and Rochelle and Dennis.

14 Everyone testifies -- and there's no evidence of
15 record -- that this thing was ever assigned to anyone. There
16 was no signing of record, no attempt to sign. But anyway, as
17 I said, Ricky remained on the property as a tenant.

18 Now, we have a -- we've included text messages with our
19 affidavit, correspondence between Dennis and Ricky, you know,
20 since Ricky (indiscernible) the uncle. And it shows every
21 time he makes a payment to Dennis and Rochelle, he calls it
22 rent. Every time, he calls it rent in there. And Dennis and
23 Rochelle were looking to also help Ricky find a place of his
24 own. And they discussed selling the condo, using proceeds to
25 help him purchase a new place. You'll see in the

1 correspondence between Dennis and Ricky that they -- you know,
2 they're sending Zillow listings, that sort of thing.

3 But unfortunately, before any of that could come to pass,
4 Ricky died. I believe he was only 38, maybe. But when he
5 died, like I said last April, and his mother, Mrs. Funk comes
6 down. Now, Ms. Funk is granted access to this condominium by
7 Ricky's then roommates. They let her in. And she just does
8 not leave. She doesn't pay anything. But she just does not
9 leave.

10 And a prior attorney for my clients filed an eviction. I
11 talked to him. And they filed an eviction because the other
12 two folks were tenants, the prior roommates of Ricky. But
13 anyway, they just leave at some point of their volition. And
14 Ms. Funk still does not leave; refuses to leave.

15 So I had to file a Notice to Quit in magistrate court.
16 Magistrate court (indiscernible), finds her as a trespasser,
17 and kicks her out. That's why she lives in North Carolina.
18 She was removed from the property.

19 And you know, Your Honor, this speaks more to our third-
20 party Complaint -- of course, this Motion for Summary Judgment
21 is justice to plaintiff's First and Second Cause of Action.
22 But this speaks more to her third-party Complaint, but my
23 clients have tremendous amount of difficulty with this.
24 Rochelle is -- Ms. Funk is walking dogs one day, outside of
25 the apartment, and they attack someone's Chihuahua. They're

1 now involved in a lawsuit because of that. Anyway, they --
2 you know, they've been through a lot with this.

3 Your Honor, if I could approach?

4 THE COURT: Yes, sir.

5 MR. HUNTER: Your Honor, I'm just handing up two cases --
6 thank you, Judge --

7 THE COURT: Yep.

8 MR. HUNTER: -- two cases and a (indiscernible) Notice
9 for the Property Statute of Fraud.

10 Your Honor, the Statute of Fraud, of course, says the
11 contract for a sale of real estate --

12 MR. BOOTH: May I interrupt just for a second?

13 THE COURT: (indiscernible.)

14 MR. HUNTER: Judge, this Motion was filed for summary
15 judgment a good while ago.

16 THE COURT: Yes, sir.

17 MR. BOOTH: And there's not a mention made in the Motion
18 grounds including the Statute of Frauds. So I would object to
19 counsel (indiscernible) Statute of Frauds without being put in
20 the Motion. Because the Motion doesn't have any grounds in
21 it. It's just standard motion. I could use it for any
22 summary judgment. So I do think that's something the Court
23 should consider. I mean, I -- not that I didn't anticipate
24 this, but he's given me the Statute, he's given me some cases.
25 One of them happens to be -- did you see my name on that?

1 (indiscernible). As a lawyer, not as a defendant. And these
2 other cases are, in fact, the same.

3 So I'm a little at a disadvantage, because the Motion for
4 Summary Judgment, it should have said, "Motion based upon
5 grounds that this agreement's not legal or that the
6 (indiscernible) not based upon the (indiscernible). That's
7 not what the Motion says.

8 THE COURT: Right.

9 MR. BOOTH: So I'm just saying, Judge, that I think we're
10 obligated as attorneys to notice the -- notify the other party
11 about the grounds. Which, right now, I'm just -- first time
12 finding out. So I'm just pointing that out to the Court.

13 THE COURT: Yes, sir. I'm going to overrule your motion,
14 but I will give you an opportunity to respond in writing to
15 the extent that, you know, you can't just respond off the cuff
16 today. I will give you some time to submit a memorandum for
17 anything that you don't argue orally today.

18 And now I'm going to get on my soapbox and say, I --
19 frankly, I hate the way our system is. Now, the Rule does
20 require that you put in the motion some particularity. And in
21 a Motion for Summary Judgment, I feel like that's almost never
22 done. And while I'm not one that just does things the way
23 they've always been done because of -- they's always been done
24 that way, this is one of those things where I have been
25 operating in that fashion because most of the judges would

1 probably say, "oh, his motion's fine. He filed a memo later,
2 yada-yada-yada."

3 I fully agree that the grounds should be in the motion.
4 I, in fact, think that we should mimic the federal rules where
5 the memorandum has to be filed contemporaneously with the
6 motion so that we know what we're talking about.

7 So I'm not picking on you, Mr. Hunter, because this,
8 really, is sort of the course of dealing that we've had. This
9 is the way we have been operating. I just think it's a bad
10 way. You're not outside the norm by any stroke of the
11 imagination.

12 MR. HUNTER: Right.

13 THE COURT: This is the same summary judgment motion I
14 see for everything. As a matter of fact, we should probably
15 print out a stack of this language and just let you pick up
16 one and fill in the blanks for the names of the plaintiff and
17 defendant. That's how common and (indiscernible) this is,
18 like every other summary judgment motion, except there is a
19 typo in this one. Those are Dorchester County, but that's --

20 So I hate it as much as you. I agree with you, Mr.
21 Booth. But I'm going to allow him to make his arguments,
22 because I feel like me trying to fix that is trying to, like,
23 turn a yacht in the ocean. And it maybe's incrementally and
24 the more I talk about it and maybe next time people will have
25 a little bit more particularity in his motion. And that's why

1 I'm on the soapbox. But I'm trying to turn the yacht in the
2 sea. And I'm making incremental progress.

3 But I will allow you to respond in writing.

4 So off of my soapbox, back to you, Mr. Hunter.

5 MR. HUNTER: Thank you, Judge.

6 I do believe the Statute of Frauds was a (indiscernible).

7 Anyway, Your Honor, the Statute of Frauds, of course,
8 says that contract for the sale of real estate has to be in
9 writing.

10 In the first case I gave you, Peachee (phonetic) versus
11 Coon, a Supreme Court case. It says, "Every essential element
12 of the contract must be expressed in writing, signed by the
13 party to be compelled. But the burden of proof is on the
14 party seeking to enforce a contract."

15 Your Honor, I don't know what exactly opposing counsel is
16 going to present to you today, but what he is not going to
17 present is anything saying, "This is a written contract
18 between my client and the decedent." Because it doesn't
19 exist. There's no document evidencing any transfer of any
20 interest in property between Rochelle, Dennis, and Ricky.

21 Your Honor -- and further, Your Honor, there's nothing --
22 there's no evidence in the record. This is the plaintiff's
23 day in court; there's no evidence in -- on record that shows
24 anything by the way of partial performance, which would take
25 it out of the Statute of Frauds. Of course, the partial

1 performance is to be used on a case where it would be so
2 inequitable because someone changed their position so much
3 that you could say, "Well, he didn't have a contract." But he
4 did all this stuff. And he was planning on it, but it's a
5 very exceptional road.

6 And the second case I gave you is Ausse versus
7 (indiscernible), talking about the evidentiary standard that
8 says -- if you'll indulge me a second -- "To establish such a
9 contract, being a parole or an oral contract, by confident and
10 satisfactory proof, such as is clear, definite, and certain.
11 The degree of certainty required is reasonable certainty."

12 Your Honor, the only thing that's in front of the Court
13 is hearsay. It's all hearsay. It's two affidavits, of some
14 guy in Ohio and the plaintiff. And everything in that
15 affidavit is hearsay. Conveniently, the deceased gave her the
16 rights to the contract, even the interest rate he was paying.
17 Which -- wow.

18 The plaintiff says in her affidavit, she had access to
19 bank records and has recreated a ledger -- and she attached
20 this ledger that she made up. She made the ledge by her
21 admission. There's no bank record referenced in
22 (indiscernible).

23 Your Honor, opposing counsel is invariably going to say
24 that there is a dispute issue of (indiscernible) in this case.
25 But just saying that doesn't make it so. There's no evidence

1 countering what we have before the Court, Your Honor. There's
2 absolutely no dispute issue here which will need to be
3 resolved at trial.

4 And, Your Honor, I don't get to feeling bad for many of
5 my clients. My clients are often banks, so I don't fee bad
6 for them, usually. But I feel bad for these people. This is
7 scary for -- you know, someone that is, essentially, trying to
8 steal your home. You're wrapped up in a lawsuit because of
9 the -- because of this women -- another lawsuit, a personal
10 injury lawsuit. And you've also had to already go through a
11 magistrate suit that kicked the woman out.

12 So, Your Honor, there's nothing before the Court that
13 would -- instill any doubt into what we presented. And we're
14 asking that you grant the motion. Thank you.

15 THE COURT: Mr. Booth?

16 MR. BOOTH: Like I said, the Peachee (indiscernible) --
17 you see on down there, I'm representing Ms. Peachee. So that
18 case is totally different from this one. That case involved
19 an actual contract written up and signed. But the legal
20 description is what's sufficient enough to make it enforceable
21 -- legal description. So that's what happens now.

22 Then the other one -- this one, the Ausse
23 (indiscernible). It's about -- I have spend a little bit of
24 time reading that, but it wasn't specific points case exactly
25 where the fact (indiscernible), if I'm reading it.

1 But I do -- would like about 15 days to respond, and I'll
2 know right to what he's presented today.

3 THE COURT: Of course.

4 MR. BOOTH: And I appreciate that offer.

5 What's missing from his argument are two things, Judge.
6 Number 1, if there was a transition from selling the house to
7 Brother Matthew to something different from Matthew moved out,
8 in roughly 2019, over to Ricky -- Richard, selling him the
9 condo. And he had been there before, Mr. (indiscernible). So
10 there's a change in -- Matthew wanted to move out. He was
11 making payments, no dispute about that -- unless she paid
12 under the installment sale contract that was done a few years
13 before. He made a lot of payments, obviously, a number of
14 years, assuming he paid on time with 300 a month. So he
15 decided to move out. Ricky, who'd been there, sort of, as his
16 tenant -- oh, not -- sorry -- as a tenant of his brother, even
17 though there was really not much documentation. But obviously
18 they did go together.

19 But then, when Ingrid (indiscernible), Matthew, then
20 Ricky -- or Richard, stayed there and made payments. And I'm
21 not sure why (indiscernible) rely upon my client who was
22 appointed as the first representative to go through banking
23 records -- which she said under oath, "I went through banking
24 records." And she created a spreadsheet showing the payments
25 that were made from 2019, roughly, until he -- about a month

1 before he passed away. And again, he passed away almost a
2 year ago in April.

3 So we have a listing of payments that she put together.
4 I've heard nothing from the other side to say those payments
5 were whatever. But all I hear is, when that transition
6 occurred, all of a sudden, it became a rental arrangement in
7 that Ricky continued to stay in there and made fairly large
8 payments over that time period from 2019, like I said, until
9 2024, March, a month before he died, end of October, about
10 \$40,000. So he made those payments.

11 And again, testimony -- that testimony in the affidavit
12 from Steven Graham, where Ricky is his uncle, and he
13 (indiscernible) him several times. And again, the second was,
14 yeah, I'm living there; now I'm buying the condo unit. Just
15 as (indiscernible) Matthew replied. And then we have the
16 affidavit from Christine, who's the PR for the estate, putting
17 in her affidavit that she and Ricky had conversations with
18 that and also conversations with the Grahams. And it was all
19 understood that they would give Matthew -- excuse me -- Ricky
20 the same opportunity to buy the condo as they had done for
21 Matthew. Now, he was (indiscernible) breaks down. They've
22 got a nice installment sales contract a few years ago. It's
23 still in existence on record when all of this was going on at
24 the magistrate court. It's still there.

25 So I brought it up, and I get this explanation, "Well, we

1 told some other attorney to cancel what Matthew had done. But
2 nothing was reported for a long time. So all of a sudden,
3 they record a document which is in the record, that somehow
4 says that previous installment sales contract was now
5 accommodated with Matthew. But I'm not arguing that that
6 installment sales contract was assigned to my client. I never
7 said that. But still, I think it's a question of fact,
8 whether my -- the Grahams allowed Ricky to stay in there after
9 Matthew moved out and also made these payments, why we
10 couldn't have another installment sales contract.

11 And then again, I have testimony from two witnesses: Ms.
12 Funk, obviously, the plaintiff; and she already
13 (indiscernible) from Steven Graham, who says that, that that's
14 what Ricky told him. Many times, he would (indiscernible) te
15 house. Again, you look at the payment history. And one of
16 the payments that I'm going to bring out, I have it in the
17 document. Ms. Funk, she's paying the real estate taxes on it,
18 which is normally required if you're doing installment sales
19 contract. Again, the deed's held by the sellers, or the
20 owners, but when everything is paid, then you do a deed from
21 the -- in this case, the Grahams to Ricky -- Richard. And I
22 believe that would have been done, except for the
23 unfortunate -- of him dying in a motorcycle accident about a
24 year ago.

25 Now, with respect to what happened in magistrate's court,

1 I will just simply tell you that my client, who's lived
2 there -- I don't know if she says it here, but she's told me
3 and I thought I heard earlier, they said that they invited
4 her -- two people that lived there also with Ricky were like
5 co-tenants or (indiscernible). But yet they allow her in
6 there. And again, I got (indiscernible) a little bit about
7 that. So she stayed in there and she thought it -- the
8 understanding that that was okay with everybody while they
9 were taking care of Ricky's final arrangements, that sort of
10 thing.

11 So when I was hired, I filed it as (indiscernible) case,
12 but I felt like based on what I had -- which, I've given it to
13 you -- so far two affidavits. Those are the exhibits. And
14 you have the moving out of Matthew and then the -- quite a few
15 payments. I've got the payment history there as one of the
16 (indiscernible) response to exhibit.

17 So explain that, Grahams. Explain what those payments
18 were for. You say they were paid for rent. Well, I've never
19 heard of rent that fluctuate from month to month. I mean,
20 normally, rent's a set amount. You don't pay when you
21 (indiscernible). But here, you've got fluctuating payments.
22 And to me, that shows some -- something -- and plus it's a
23 pretty large payment. It was like three times what Matthew
24 was paying under the installment sales contract. And I think
25 he was paying \$400 and the payments were sometimes up to

1 \$2,000. So you have that going on. So I just think there are
2 facts that need to be brought out and have a finding a fact.

3 I just don't think summary judgment for this case
4 (indiscernible) oral contract. (Indiscernible) okay. I've
5 got the Gibson case -- and I put it in my memo -- that, it's
6 (indiscernible) and point to this. There was a dispute about
7 a oral agreement for this case, to rent a space. They had to
8 forepay on it. There was sufficient evidence to prove the
9 existence of the oral lease agreement. And the judge in that
10 case -- this is the Court of Appeals -- but they did find that
11 the tenants have established the verbal lease, and therefore
12 (indiscernible) lease will be enforced. There was some --
13 paid for a (indiscernible) and all that. That's where it kind
14 of get it -- got into the court.

15 So here, you have similar situation. You have, again, my
16 client's testimony that her son told her this. Based upon her
17 discussion, he was -- he allowed to purchase the condo for a
18 set price. And honestly, that reflects the fact that there --
19 his brother had paid a lot of money. Now, when you have an
20 installment sales contract, it's like a note on a mortgage.
21 Obviously, it starts out at this much, and then later on, the
22 note balanced is going to be a lot less, in this case, quite a
23 bit less. And we can with amortization schedules and any kind
24 of analysis you want.

25 So that's why I contend that it never got (indiscernible)

1 to go forward. Our -- the Grahams haven't suffered any
2 because I'm doing this lawsuit over it. She stated in there,
3 you know, why didn't you have a better understanding of
4 Richard? You had plenty of time to have a (indiscernible)
5 what he was doing in there. No lease agreement was signed.
6 This installment sales contract, a second one could have been
7 done -- don't know, but still, that leaves a lot of opening
8 for facts to be established at trial. That's exactly what the
9 (indiscernible).

10 But again, I'll point out, nothing in their affidavit --
11 the Grahams -- that says anything about what the lease
12 payments were. This case is -- this Gibson case was their
13 understanding of what the lease payments would be. That's
14 what won the case.

15 But here, based on payment history, we're seeing
16 (indiscernible) denied; that's not correct. So we think that
17 shows definitely something more than a lease arrangement. And
18 again, there is specific performance laws. It can't be oral.
19 The Gibson case, I'll supply later, talk about all of the
20 exceptions, and one of them is making payments and acuments,
21 which is what we've got here. Then, again, I have proof that
22 Richard paid the real estate taxes, which is not usual for a
23 tenant. I'm not saying just for him. That's unusual. But we
24 have no terms for the rental at all in her affidavits, which,
25 to me, that leaves a (indiscernible) to if it was truly

1 rental, what was the deal?

2 But I think we can prove with the arrangement that my
3 client said was made between them and her late son. I think
4 that's enough to go forward, and the Motion should be denied,
5 Your Honor.

6 THE COURT: Anything else, Mr. Hunter?

7 MR. HUNTER: Just briefly, Your Honor.

8 The -- like, again, I'll just point out what an
9 exceptional remedy this is and the absolute dearth of evidence
10 from the other side. They have nothing even insinuating a
11 contract here, except hearsay. This is all something the
12 plaintiff is saying her deceased son said to her and some
13 (indiscernible) too.

14 And, Your Honor, I have no doubt that the payments did
15 fluctuate. There were many times you'll see through the text
16 messages between the decedent and my client, texts that he
17 couldn't make a payment. He was -- he had medical
18 difficulties. And he's say, "Don't worry about it; just pay
19 when you can. It's not a big deal. Don't -- " he told her
20 at one point, "Don't worry about catching up on rent." Your
21 Honor, there's absolutely zero evidence that there's any
22 intent that they sell this property to Ricky.

23 At one point, the plaintiff -- and this is part of her
24 affidavit, too -- at one point in the -- not in the affidavit,
25 but at one point, there was a text message between the

1 plaintiff and my client Dennis, and she offers to buy the
2 property. Why would you offer to buy the property if you
3 think you've already got it? So, Your Honor, this is simply
4 someone trying to steal a piece of property from somebody.

5 So I -- we again ask that you grant the motion and keep
6 in mind the absolutely exceptional relief that the party's
7 asking for here.

8 THE COURT: Well, this is not a legal (indiscernible) but
9 out of curiosity, why didn't they ever want to see it to
10 Ricky?

11 MR. HUNTER: Well, Your Honor, if you read that
12 correspondence -- and I'm sure you will -- they considered
13 giving it to him at some point. They even talked about "Let's
14 sell it," and then I think one text message exchange, he says,
15 "Well, we should get -- we should be able to get the forty
16 grand we paid for it out fo the condo, and we'll be able to
17 give that to you to purchase another property." So that, you
18 know, there's simply nothing evidencing that it was sold.

19 THE COURT: Well, why? But -- no -- and I know this is
20 difficult because I ask lawyers to sometimes take their lawyer
21 hat off, and it's affixed to your head

22 MR. HUNTER: Yeah.

23 THE COURT: Like -- but that's what I'm asking you to try
24 to do. Like, I get your legal argument, but if they were
25 going to give it to him, if they were going to sell it to his

1 brother, if they were going to, at one point, consider giving
2 it to him, why did it make sense that they wouldn't want to
3 sell it to him -- if they were going to give it to him?

4 MR. HUNTER: Your Honor, from what I'm told, Ricky never
5 showed any interest in buying the thing. Again, he's -- my
6 clients were helping him look for another piece of property to
7 buy. I never did think that -- I've given -- been given every
8 indication from my client that Ricky didn't want to stay there
9 forever. He wanted to buy another piece of property. I
10 understand he had dogs. He wanted a place with a yard that he
11 could put his dogs.

12 THE COURT: Now the (indiscernible) answer to "why
13 doesn't he want to buy it?" My question is, "Why didn't they
14 want to see it to him?"

15 MR. HUNTER: When someone doesn't want to buy something,
16 you're not even going to offer to sell it to them.

17 THE COURT: But you have intentions on giving it to him?

18 MR. HUNTER: Well, they were trying to help him out.
19 Again, I don't really understand -- I mean, if I don't -- I'm
20 not going to offer you (indiscernible) save my car if you
21 don't express an interest in buying it.

22 THE COURT: Sure. That makes sense.

23 MR. HUNTER: Yeah.

24 THE COURT: I just -- I don't guess -- (indiscernible)
25 makes sense, but for it to not make sense that they would have

1 been willing to sell it to him --

2 MR. HUNTER: I'm sure they would have been.

3 THE COURT: Okay. So that sort of debunks -- and I know,
4 again -- lawyer hat back on -- we're talking about evidence
5 and whether it's evidence.

6 MR. HUNTER: Right.

7 THE COURT: Of course. But I'm also trying to
8 practically get to the point that, like, well, of course
9 there's not evidence that they were going to sell it to him
10 because they didn't -- they never offered to sell it to him.
11 All this, like, well, I know they didn't want to keep it
12 because, I mean, they didn't live there. They were selling it
13 to Ricky.

14 UNIDENTIFIED SPEAKER: Matthew.

15 THE COURT: To Matthew. Sorry.

16 UNIDENTIFIED SPEAKER: It's okay.

17 THE COURT: They took him up and they and they offered to
18 give to Ricky. So I don't know -- I guess --

19 MR. BOOTH: And I (indiscernible) negative, Your Honor.
20 My -- you know, my response to that is, he -- as I understand
21 it -- he had -- I think he had a couple of large dogs. And he
22 wanted a place with a yard. And that's why you see that
23 correspondence between them where he's looking another place
24 to purchase.

25 And it's not that my clients -- and that was all, you

1 know, the generosity of my clients to their nephews. It's not
2 they -- you know, if -- I'm sure that neither of them thought
3 they were keeping it as rental property. They have someone --
4 as I understand, someone's renting it now. But they were just
5 trying to help out. And I have no doubt that if Ricky had
6 said, "I really want this condo," they would have said, "Sure,
7 we'll sell it to you, you know."

8 And I do ask -- if my clients are so particular of
9 entering into this contract with Matthew, why wouldn't they do
10 the same thing; you know? It makes no sense to say, you know.

11 THE COURT: Well, it actually looks like -- I don't know,
12 if I was looking -- outside observer, it looks like maybe they
13 just kind of got lazy. Like, they were on top of things in
14 2014, and then -- because, I mean, if Ricky says, "I'm not
15 buying it. I'm moving out. Whatever."

16 And the cancellation --

17 UNIDENTIFIED SPEAKER: Matt's moving out.

18 THE COURT: Matt's (indiscernible). Sorry.
19 Matthew.

20 And the cancellation of the installment sales contract,
21 isn't filed when you move out. It's not filed when Ricky
22 starts paying rent. It's not filed -- it's not -- in fact,
23 it's not filed until after this case was brought up.

24 MR. BOOTH: Yeah.

25 THE COURT: So they got a little lazy and soft.

1 MR. HUNTER: And I told -- Your Honor, my clients said,
2 "I asked an attorney to do, and I assumed he did."

3 So I don't know. But they need a good attorney like me
4 to actually follow through, I guess. No.

5 THE COURT: I guess you filed a few months ago.
6 (indiscernible), not with this --

7 MR. HUNTER: Yeah.

8 THE COURT: -- you know.

9 MR. HUNTER: But it -- there is no assignment, Your
10 Honor. And there has to be an assignment.

11 THE COURT: I --

12 MR. HUNTER: I just --

13 THE COURT: Again, I understand from a legal perspective.
14 I'm just trying to think, really -- I don't know. I sometimes
15 start on this word "equitable," (indiscernible).

16 Because on the flip side -- I'll leave you alone, now --
17 on the flip side, it also doesn't make sense that whether
18 there is evidence of it or not -- and I know it's in the
19 affidavit -- that Ricky had an offer to buy this thing for
20 \$25,000, paying \$600 a month plus the HOA fee, and then he
21 ultimately pays nearly \$40,000 and still are not titled to the
22 place. I thought it was offered to him for \$25,000. Once you
23 get to the \$25,000, wouldn't you stop paying and get it
24 titled?

25 MR. BOOTH: (Indiscernible) making a big assumption here.

1 I think you're looking to Ricky to know that, that he had paid
2 it off. If it had -- based on our argument, it is, the
3 installment sales contract. It was also their burden, if we
4 do prove the installment sales contract, it's their burden to
5 have deeded it to him, not make him do something about a fancy
6 legal matter to get them to sign it.

7 THE COURT: Sure.

8 MR. BOOTH: So you (indiscernible) have that going on.

9 THE COURT: Exactly.

10 MR. BOOTH: I think --

11 THE COURT: And again, taking my legal hat off.

12 MR. BOOTH: Yeah.

13 THE COURT: But I know -- I guarantee, guarantee I will
14 know the exact moment that I make the last payment on my
15 mortgage, when the bank is opposed to it. You know, cancel
16 the mortgage, (indiscernible), I'm keeping it. I'm buying it.

17 MR. BOOTH: That's a mortgage.

18 THE COURT: I'm just saying from a --

19 Sure. But even from a practical standpoint, if you know
20 that you're working towards \$25,000, then you have some idea
21 of how close you are to having paid \$25,000.

22 Again, not a legal -- you know, I know there were
23 different legalities, but I'm trying to figure out what makes
24 sense and what's going on here.

25 MR. BOOTH: Right.

1 THE COURT: Yeah. So --

2 MR. BOOTH: I guess --

3 THE COURT: It has no foot.

4 MR. BOOTH: Unfortunately, he passed away. I'm not sure
5 what the path (indiscernible) if he continued to live. That
6 was unfortunate. But again, his mother, the PR, is saying the
7 estate should be able to get this property into the estate.
8 That's what would happen. If we don't get a deed, it would be
9 transferred and deeded to the estate. And then they
10 distribute it as normal when the property of an estate.

11 So we reserve those rights. We're in the probate
12 process. And that's why she's labeled as the PR, pursuing
13 this case -- bringing this case.

14 So the mother feels very strongly that Ricky had paid all
15 the payments. Again, this chart that we did shows the
16 payments and shows it really has been (indiscernible) off.

17 Now, I will go back to your mortgage. If you continue to
18 pay down your mortgage but it's over, I'm pretty sure you're
19 likely to getting a refund. Just -- but really, and that's --
20 even though we had argued that today, but that's still an
21 issue.

22 THE COURT: That was going to be my next point. Because
23 if --

24 MR. BOOTH: (indiscernible.) Yeah.

25 THE COURT: If there was a \$25,000 offer and if they have

1 done this accounting, and he's paid nearly \$40,000, I'm
2 wondering where my other \$15,000 is.

3 MR. BOOTH: But there was -- some of those payments
4 included HOAs, which technically, (indiscernible), but it's
5 pretty close. I don't disagree with you. But --

6 THE COURT: Sure.

7 MR. BOOTH: But that's the way it's set up. Again,
8 that's normal on installment sales contract. You take care of
9 taxes, you take care of -- in this case, the taxes are the
10 main thing. Plus, in this case, I think there might be HOA
11 dues.

12 UNIDENTIFIED SPEAKER: Yes, sir.

13 MR. BOOTH: Confident.

14 So he was doing those, along with making payments.

15 So how you break it down, we did our best on this. We
16 always do the amortization calculator there.

17 THE COURT: I saw that.

18 MR. BOOTH: So we try to give you at least, for summary
19 judgment purposes, enough evidence to show that this should
20 not be granted. (Indiscernible) summary judgment should
21 continue on so we can do more discovery. We've done very
22 little discovery. (indiscernible) perfect, but certainly some
23 of those issues will be discussed to further the discovery;
24 like, deposition will be the main thing.

25 So right now, I don't think, based on what's been filed

1 here, the motion should be granted. As a matter of law,
2 there's no contract. Again -- that's what the argument is --
3 that there's no contract that can be enforceable. And that's
4 what your Statute of Fraud is. But to say that under summary
5 judgment, I think that would not be correct. And I would,
6 again, urge you to deny the Motion for Summary Judgment and
7 let us go forward.

8 THE COURT: I'm going to take this one under advisement
9 and allow you, Mr. Booth, to get me -- (indiscernible) with
10 respect to the Statute of Frauds.

11 MR. BOOTH: Yeah.

12 THE COURT: And then I will just look over everything.

13 I will acknowledge on the record that my -- I guess, the
14 difficulty of my question to you at the end there is weighing
15 the evidence. And that's not --

16 MR. BOOTH: (Indiscernible.)

17 THE COURT: -- my job.

18 MR. BOOTH: Yeah.

19 THE COURT: Yeah. Exactly. That's not my job.

20 MR. BOOTH: I know you're curious. I know.

21 THE COURT: But, right -- it's the curiosity. So what is
22 going on here. But I assure you, based on the law that
23 applies to this case, I will bring your decision and not
24 weighing the evidence, as though I'm a juror or a finder of
25 fact.

1 (Pause.)

2 THE COURT: Mr. Booth, I'll give you --

3 MR. BOOTH: Yeah. Fifteen days, (indiscernible).

4 THE COURT: Fifteen days.

5 MR. BOOTH: That will get you something short and sweet

6 and --

7 THE COURT: Yes.

8 MR. BOOTH: -- (indiscernible). Thank you, Judge.

9 THE COURT: All right. Sounds good. Thank you.

10 MR. HUNTER: Thank you, Your Honor.

11 THE COURT: Yes, sir.

12

13

14

15 (At 1:00:31, the hearing concluded.)

16

17

18

END OF TRANSCRIPT.

19

20

21

22

23

24

25

CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Richland

I, BARBIE TEBOE, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings and evidence introduced in the trial of the captioned case, in the Court of Common Pleas for Richland County, South Carolina, on the 17th day of April, 2025.

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

November 11, 2025

A handwritten signature in cursive script that reads "Barbie K. Teboe". The signature is written in dark ink and is positioned above a horizontal line.

Barbie Teboe,
Transcriber

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Jocelyn Newman, Circuit Court Judge

Case No. 2024-CP-40-05925

RECEIVED

MAR 25 2026

SC Court of Appeals

Christine Ingrid Funk, as Personal Representative of the Estate
of Timothy Calhoun, Jr., ... Appellant,

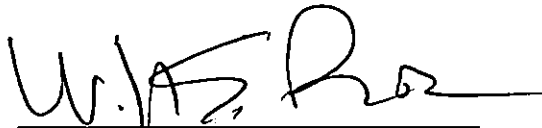
v.

Rochelle Graham & Dennis Graham, ... Respondents.

CERTIFICATE OF COUNSEL

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

March 25, 2026



William E. Booth III
3231 Sunset Boulevard, Suite A
West Columbia, SC 29169
(803) 791-9211 (T)
(803) 791-3159 (F)
SC Bar No. 771
Attorney for Appellant