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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Walton J. McLeod, Circuit Court Judge

Case No. 2022-001602

Rene S. Wells and Wilson Shealy, Jr.,
as Co-Personal Representatives of
Wilson Shealy, Sr., Respondent,

v.

David Shealy, Appellant.

David Shealy, Appellant,

v.

Rene Shealy Wells, Wilson Shealy, Jr.,
and Mimi Shealy, Respondents.

RECORD ON APPEAL

Tobias G. Ward, Jr., S.C. Bar No. 5826
J. Derrick Jackson, S.C. Bar No.15192
Tobias G. Ward, Jr., PA
Post Office Box 50124
Columbia, South Carolina 29250
(803) 708-4200
Attorneys for the Appellant

Eric S. Bland, S.C. Bar No. 64132
Bland Richter, LLP
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
(803) 256-9664
Attorneys for the Respondents

Richard R. Gleissner, S.C. Bar No. 15139
Gleissner Law Firm, L.L.C.
1316 Washington Street, Suite 101
Columbia, South Carolina 29201
(803) 787-0505
Attorneys for the Respondents

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STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives of Wilson Shealy, Sr., Plaintiff, v. David Shealy, Defendants.	Civil Action No.: 2021-CP-32-00633 **ORDER GRANTING SUMMARY JUDGMENT IN FAVOR OF PLAINTIFF AND THIRD-PARTY DEFENDANTS**
David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	

This matter is before the Court upon both Plaintiff's and Third-Party Defendant's respective Motions for Summary Judgement ("Motions"). A hearing was convened on this matter on August 4, 2022 via the WebEx Virtual Courtroom. Rick Gleisner, Esquire appeared for the Plaintiff, Eric Bland, Esquire appeared for the Third Party Defendants, and Derrick Jackson, Esquire appeared for Defendant and Third Party Plaintiff David Shealy ("Defendant" or "Third Party Plaintiff"). The procedural and factual history in this case warrant summarization as the totality of events all play a part in this Court's ruling.

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As there are no genuine issues of material fact and the motion may be decided as a matter of law, this Court grants Plaintiff's Motion for Summary Judgment and dismisses the Defendant's Counterclaims in this matter. Further, Third Party Defendant's Motion for Summary Judgment is granted as well.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

Wilson Shealy, Sr. ("Father") operated a crop dusting and aviation parts business for many years on their family's property. As the years passed, he placed more trust into his son Defendant David Shealy. Father initiated this lawsuit against his son on March 13, 2018, in civil action number 2018-CP-32-00913 (the "2018 Action"). In the 2018 Action, Father alleged that the Defendant (a) breached his fiduciary duty, (b) engaged in a defalcation of trust, (c) converted his Father's funds, (d) sought the imposition of a constructive trust and resulting trust on any property purchased using Father's funds, and (e) sought the sale of personal property for the purpose of paying storage fees. A primary allegation levied against Defendant was his improper use of Father's joint checking account for his own personal expenses. In addition, Wilson, Sr. alleged that Defendant signed a loan in his name without his authorization. The alleged amount involved in both the joint account and executed loan exceeded $600,000.00.

On July 23, 2018, the parties filed a Consent Order for Restraining Order and Preliminary Injunction, which prohibited Defendant from trespassing on Father's property, or otherwise contacting or being within 500 feet of Father. The Consent Order further allowed Defendant to submit a list of claimed property, which was filed with the Clerk of Court on July 25, 2018.

After an Order of Default was set aside, the Defendant Answered, Counterclaimed, and brought a third-party complaint against Renee Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy ("Third Party Defendants") on October 2, 2018 ("Original Answer"). In Paragraph 11 of the

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Original Answer, Defendant alleges that a portion of the personal property stored on the real property occupied by Father was his and includes as Exhibit A the list of personal property (the "Original List of Personal Property"). Defendant included a single counterclaim and cause of action in the third-party complaint for "Conversion." In the prayer for relief, Defendant sought only a monetary judgment. The parties mediated this case on November 13, 2019 without success.

After the Third-Party Defendants filed a Motion to Dismiss, the Defendant was given the opportunity to amend the Original Answer. Defendant filed an Amended Answer, Counterclaim and Third-Party Complaint on February 19, 2020 (the "Amended Answer"). While the allegations of Paragraph 11 remained the same, there was no Exhibit A and there did not appear to be a claim for the Original List of Personal Property. Instead, there were four causes of action for (a) conversion, (b) civil conspiracy, (c) breach of fiduciary duty, and (d) negligence. Again, the prayer for relief included only the requests for monetary damages; there was no request for the turnover of personal property, no replevin action, and no action for claim and delivery.

While some written discovery was exchanged between the parties, there were no depositions taken in this case prior to it being placed on the March 2, 2020 jury trial roster. The 2018 Action was dismissed by Consent Order on February 28, 2020 pursuant to Rule 40(j), SCRCP. The Consent Order language stated "Strike the Complaint, all counterclaims and third party complaint from the docket . . ." Wilson Shealy, Sr. died on December 30, 2020, and his Estate was subsequently opened on January 15, 2021 (2021-ES-32-00073).

On February 25, 2021, the case was restored to the active docket as provided for by Rule 40(j), SCRCP, and the Clerk of Court assigned the matter a new case number, 2021-CP-32-00633 (the "2021 Action"). On April 7, 2021, counsel for Defendant sought to withdraw from the 2021

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Action; his continued representation was not resolved until March of 2022, when an order substituting Defendant's current counsel was entered.

The Estate of Wilson Shealy, Sr. filed a Motion for Summary Judgment on March 21, 2022, while Third Party Defendants subsequently filed their own Motion for Summary Judgment on April 18, 2022. Defendant filed responses in opposition along with a sworn affidavit on August 1, 2022. Plaintiff filed a Reply Memorandum on August 3, 2022, and this matter came to a hearing on August 4, 2022.

THE UNDISPUTED FACTS

The primary legal issue between the parties for this motion is whether the death of Wilson Shealy, Sr. during the period his case was stricken from the active docket activates the "nonclaim" statute found in the S.C. Probate Code. The undisputed facts, as relevant to this Order, are as follows:

1. The death of Wilson Shealy, Sr. and the opening of his Estate occurred on December 30, 2020, during the period the 2018 Action was stricken from the docket pursuant to Rule 40(j), SCRCP.
2. Probate estate 2021-ES-32-00073 was opened on January 15, 2021 (the "Probate Estate").
3. Renee Shealy Wells and Wilson Shealy, Jr. were appointed Co-Personal Representatives.
4. On the date of his death, a great deal of personal property (the "Personal Property") existed on the Real Property (the "Real Property") that the Father leased from South Carolina Electric and Gas, now known as Dominion Energy ("Dominion").
5. On the date of his death, pursuant to his Will, all personal property passed into a Trust.
6. The Probate Estate remained open for the mandatory one year following the Father's passing.

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7. No claims against the estate were made by the Defendant or any other potential creditor.
8. At the time of the August 4, 2022 hearing on these Motions, no witness depositions had ever been taken by Defendant and Third Party Plaintiff David Shealy, although there has been more than four (4) years to do so.

STARDARD OF REVIEW

Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law. *Id.;* Rule 56(c), SCRCP. "When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." *Fleming*, 350 S.C. at 493–94, 567 S.E.2d at 860 (citation omitted). In order to withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence. *Hancock v. Mid–South Mgmt. Co., Inc.,* 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). In cases requiring a heightened burden of proof, the non-moving party must submit more than a mere scintilla of evidence to withstand a motion for summary judgment. *Id.* at 330–31, 673 S.E.2d at 803. 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 cannot simply rest on mere allegations or denials contained in the pleadings. *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (Ct.App.2003). Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial. *Rife*, 363 S.C. at 214, 609 S.E.2d at 568.

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*); Rumpf v. Massachusetts Mut. Life Ins. Co*., 357 S.C. 386, 593 S.E.2d 183 (Ct.App.2004). "[S]ummary

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judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery." *Baughman v. American Tel. & Tel. Co*., 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991)

ANALYSIS

I. Plaintiff's Motion for Summary Judgment on Defendant's Counterclaims

A. Whether the "Nonclaim" Statute Applies to Defendant's Counterclaims

In this case, Plaintiff argues that the passing of Decedent Wilson Shealy, Sr., and the creation of the Probate Estate during the time when the case was dismissed, results in the South Carolina Probate Code (the "Probate Code") and timelines provided for by the Probate Code to be followed. As such, Plaintiff contends that claims against the estate must be filed within one year of the decedent's death, pursuant to Section 62-3-803(a)(1), which states:

> All claims against a decedent's estate which arose before the death of the decedent, including claims of the State and any political subdivision thereof, whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis, if not barred earlier by another statute of limitations or nonclaim statute; are barred against the estate, the personal representative, the decedent's heirs and devisees, and nonprobate transferees of the decedent; unless presented within the earlier of the following: (1) one year after the decedent's death . . .

The parties agree that this section is referred to as a "nonclaim" statute.

Prior to this Court's hearing on the instant Motion for Summary Judgment, Defendant withdrew his counterclaim and third party cause of action for breach of fiduciary duty, leaving only causes of action for (a) conversion, (b) civil conspiracy, and (c) negligence; all of Defendant's remaining counterclaims sound in tort.

In defining "claims" under the aforementioned nonclaim statute, the South Carolina Supreme Court in *Beach First Nat'l Bank v. Gurnham (In re Estate of Hover)*, held as follows:

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> Pursuant to the general statutory scheme of the Probate Code, all claims against a decedent's estate and his successors must be presented after a personal representative is appointed and within the time limits prescribed by section 62-3-803, which our appellate courts have designated as a "nonclaim statute." . . . "Broadly speaking, all claims against the decedent should be presented for allowance, and the word 'claims' includes such debts or demands as existed against the decedent in his or her lifetime and that might have been enforced against him or her by personal actions for the recovery of money." 34 C.J.S. *Executors & Administrators* § 548 (Supp. 2013) (footnotes omitted). "Stated another way, the term includes every species of liability that the personal representative can be called on to pay out of the general funds of the estate." *Id*.

407 S.C. 194, 203-204, 754 S.E.2d 875, 879-880, (2014). The *Gurham* court was dealing with a deficiency judgment from a foreclosure of real property. The secured creditor did not file a claim with the probate court seeking to preserve the deficiency judgment until past the one-year provision but did file the claim as soon as the property was sold and the deficiency was determined. The court held that "noncompliance eliminates a claimant's right of action against a decedent's estate and, in turn, deprives the court of the power to adjudicate the claim." *Id*. at 208, 754 S.E. 2d at 882 (citation omitted). Put simply, the court in *Gurham* held that the nonclaim statute barred a deficiency claim.

Here, Defendant does not seem to contest the effect of the nonclaim statute. Instead, Defendant makes two arguments as to why this section of the code should not bar the counterclaims. First, Defendant argues that his claims were still pending at the time of Father's passing and, therefore, do not fall within the scope of the nonclaim statute. Second, Defendant argues that his claims challenge the titles to properties within the probate estate and, as such, are not "claims" as defined by the Probate Code.

B. Whether Defendant's Claims Were 'Pending' at the Time of Father's Death

As it relates to the first argument, Defendant cites Section 62-3-804(4), which provides:

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> Notwithstanding any other provision of this section, no presentation of a claim is required in regard to matters claimed in proceedings against the decedent which were pending at the time of the decedent's death.

SC Code Ann. §62-3-804(4) (Law. Co-op. 1976). This section requires that there be a proceeding "pending at the time of the decedent's death." The Defendant argues that the 2018 Action was still pending although it had been stricken pursuant to Rule 40(j). If, however, the Rule 40(j) Order is equivalent to a dismissal, the 2018 Action was not pending, and Defendant's claims cannot be heard by this Court.

The Plaintiff, on the other hand, relies upon the case of *Goodwin v. Landquest Dev., LLC*, which provides "there is a basis in our law for considering a case stricken pursuant to this rule as equivalent of dismissed." 414 S.C. 623, 630-632, 779 S.E.2d 826, 830-831 (2015). In discussing the effect of Rule 40(j), the South Carolina Court of Appeals in *Goodwin* reasoned that "the tolling period would not be necessary if striking the case pursuant to Rule 40(j) were not the equivalent of a dismissal." *Id*. (citations omitted).

In reaching this conclusion, the *Goodwin* Court discussed the historical foundation of Rule 40(j) by considering the Notes to 1994 Amendments and the South Carolina Supreme Court's interpretation therein:

> In the notes to the 1994 amendments to the South Carolina Rules of Civil Procedure, Rule 40(j) is described as "substantially revis[ing] the procedure for *dismissing* a case previously found in Rule 40(c)(3)." Rule 40, SCRCP Notes to 1994 Amendments (emphasis added). The notes go on to state, "Rule 40(j) now requires all adverse parties to consent to the *dismissal* in writing, but, the consent also operates to toll the statute of limitations for one year after the case is stricken. . . ." *Id.; see also Maxwell*, 356 S.C. at 621, 591 S.E.2d at 28 (relying on the notes in interpreting Rule 40(j)).

414 S.C. 623, 631, 779 S.E.2d 826, 830–31 (Ct. App. 2015). In sum, the Court of Appeals in *Goodwin* supports the contention that an Order under Rule 40(j) is, in fact, equivalent to a dismissal.

As such, once the Rule 40(j) Order was entered in the present case, the 2018 Action was dismissed and not pending upon the death of the Father. The Defendant's argument that the 2018 Action was still pending, therefore, must fail. Further, because the 2018 Action was not pending at the time of Father's death, the nonclaim statute controls, and the Plaintiff Estate is entitled to relief on Defendant's counterclaims pursuant to the nonclaim statute.

C. Whether Defendant's Counterclaims Constitute Disputes Regarding Title

Defendant's second argument is that his claims against Father's estate are "demands or disputes regarding title … to specific assets alleged to be included in the estate." Defendant's Return and Brief in Opposition to Plaintiff's Motion for Summary Judgment, p. 5-6. The Defendant cites Section 62-1-201(4) for the proposition that the definition of claims "does not include … disputes regarding title of a decedent … to specific assets alleged to be included in the estate." S.C. Code Ann. §62-1-201(4).

Defendant's counterclaims, however, do not constitute disputes regarding title to specific assets; rather, they are clearly causes of action for conversion, civil conspiracy, and negligence, which is further supported by Defendant's repeated assertions for relief in the form of monetary tort damages. It is clear that Defendant's counterclaims seek to prosecute claims that are barred by the nonclaim statute, rather than disputing ownership or title of specific assets. *See* S.C. Code Ann. §62-3-803-(a)(1). As such, Defendant's counterclaims against Plaintiff Father fail as a matter of law.

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II. Third Party Defendants' Motion for Summary Judgment on Third Party Plaintiff's Claims

As mentioned above, Defendant and Third Party Plaintiff David Shealy withdrew his claim for a breach of fiduciary duty at the August 4, 2022 hearing on these Motions; thus, Defendant's remaining third party claims are for (a) conversion, (b) civil conspiracy, and (c) negligence. Of note, Defendant has been aware of this dispute since its original filing on March 13, 2018; 1,670 days have passed between the date of original filing and the date of this order.

Although application of the nonclaim statute appears dispositive of all Defendant David Shealy's counterclaims and claims, the Court holds that summary judgment is also appropriate in favor of Third Party Defendants for the following reasons.

First, with respect to all Defendant's third party claims, each claim could have and should have been filed with the Estate of Wilson Shealy, Sr., as discussed at length above. Even if, however, the nonclaim statute did not control, Defendant David Shealy has had more than ample opportunity to prosecute his claims against the Third Party Defendants; yet, he has failed to do so. In fact, other than the allegations of Defendant's own third party complaint and a self-serving affidavit provided to the Court on August 1, 2022 ahead of the hearing on these Motions, the record in this action lacks any evidence supporting Defendant's allegations against the Third Party Defendants.

Second, with respect to Defendant's third party claim for conversion, Defendant must show the unauthorized assumption and exercise of the right and ownership over the goods or personal chattels of another, to the alteration of the condition or the exclusion of the owner's rights without permission or cause. See *Weinberg v. Wallace,* 314 S.C. 183, 442 S.E.2d 211 (Ct.App. 1994). This case is over four years old and the Defendant and Third-Party Plaintiff cannot reliably

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articulate specifically what has been converted. Outside of the allegations contained in Defendant's self-serving affidavit and the allegations of his third party complaint, the record is devoid of even a scintilla of evidence as to what was taken, when, by whom, or any damage the Defendant has suffered from the alleged conversion. As such, there is no genuine dispute of material fact regarding Defendant's third party claim for conversion, and therefore, the claim must fail as a matter of law.

Third, with respect to Defendant's third party claim for civil conspiracy, Defendant must show (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting from such a conspiracy. See *Paradis v. Charleston County School District*, 433 S.C. 562, 861 S.E.2d 774 (2021). Defendant has produced no evidence beyond a self-serving affidavit and allegations contained in the pleadings that can be construed to assert a combination or agreement between two or more persons for the purpose of injuring Defendant, nor has he produced any evidence that such an undertaking was accomplished by an unlawful act or unlawful means. As such, there is no genuine dispute of material fact regarding Defendant's third party claim for civil conspiracy, and therefore, the claim must fail as a matter of law.

Finally, with respect to Defendant's third party claim for negligence, Defendant must show (1) a duty of care owed to him by the Third-Party Defendants, (2) a breach of that duty by a negligent act or omission, and (3) damages proximately resulting from that breach. See *Shaw v. City of Charleston*, 351 S.C. 32, 567 S.E.2d 530 (2002). Third Party Defendants owed no duty to Defendant by law or by agreement to maintain or safeguard Defendant's property. Further, even if Third Party Defendants owed a duty, Defendant has produced no evidence of breach other than

a self-serving affidavit and the allegations of his pleadings. As such, there is no genuine dispute of material fact regarding Defendant's third party claim for negligence, and therefore, the claim must fail as a matter of law.

CONCLUSION

For the reasons stated above, Plaintiff's Motion for Summary Judgment as to Defendant's Counterclaims is hereby **GRANTED**. Further, Third Party Defendant's Motion for Summary Judgment as to Defendant's third party claims is hereby **GRANTED**. Defendant's counterclaims and third party claims, therefore, are hereby **DISMISSED**. Plaintiff Estate's claims set forth in the pleadings remain and will proceed forward.

AND IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE ON THE FOLLOWING PAGE]

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Lexington Common Pleas

Case Caption: Renee Shealy Wells & Wilson Shealy, Jr. as P. R. of Wilson Shealy, Sr. , plaintiff, et al VS David Shealy , defendant, et al

Case Number: 2021CP3200633

Type: Order/Summary Judgment

It Is So Ordered

s/ Walton J. McLeod

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STATE OF SOUTH CAROLINA)) COUNTY OF LEXINGTON)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr.,)) Plaintiff,)) v.)) David Shealy,)) Defendants.))	Civil Action No.: 2021-CP-32-00633 **ORDER SUBSTITUTING PERSONAL REPRESENTATIVES AS PLAINTIFF**
David Shealy,)) Third-Party Plaintiff,)) v.)) Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy,)) Third-Party Defendants.)	

It appearing to the satisfaction of the Court, Wilson Shealy, Sr. has passed, and upon reading the motion to substitute his Co-Personal Representatives as party Plaintiffs in this matter, and it appearing that it is appropriate to make this substitution.

Further, the Court has been informed that all parties consent to the substitution.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that Renee Shealy Wells and Wilson Shealy, Jr., as Personal Representatives of Wilson Shealy, Sr. are hereby substituted as Party Plaintiff in this matter.

AND IT IS SO ORDERED.

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Electronic Signature Page to Follow

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Lexington Common Pleas

Case Caption: Wilson R Shealy Sr , plaintiff, et al VS David Shealy , defendant, et al

Case Number: 2021CP3200633

Type: Order/Substitution of Parties

It Is So Ordered

s/ Walton J. McLeod

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STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF LEXINGTON	)	
Wilson Shealy, Sr.,	)	
Plaintiff,	)	**CIVIL ACTION NO.:2021-CP-32-00633**
-vs-	)	
	)	
David Shealy,	)	
Defendant,	)	
	)	
David Shealy,	)	**CONSENT ORDER FOR**
	)	**SUBSTITUTION OF COUNSEL**
Third-Party Plaintiff,	)	
	)	
-vs-	)	
	)	
Renee Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy,	)	
	)	
Third-Party Defendants.	)	
	)	

THIS MATTER COMES before the Court on the motion of Tobias G. Ward, Jr., to substitute as counsel for Defendant/Third-Party Plaintiff David Shealy, with the consent of William P. Walker, Jr., present counsel for Defendant/Third-Party Plaintiff David Shealy. Opposing counsel were consulted and have no objection to the substitution. Based upon the foregoing, and for good cause shown:

IT IS HEREBY ORDERED that Tobias G. Ward, Jr. should be and is hereby SUBSTITUTED as counsel of record for Defendant/Third-Party Plaintiff David Shealy in place of William P. Walker, Jr.;

IT IS FURTHER ORDERED that the motion to be relieved as counsel by Mr. Walker is now moot; and

IT IS FURTHER ORDERED that the Clerk of Court and all counsel of record and any unrepresented parties shall forthwith cause all future pleadings, notices and other matters concerning or required to be served on Defendant/Third-Party Plaintiff

David Shealy to be directed to Mr. Ward at the address indicated below, and delete Mr. Walker from future pleadings, notices and other matters concerning or required to be served on Defendant/Third-Party Plaintiff David Shealy.

AND IT IS SO ORDERED.

I SO MOVE:
s/ Tobias G. Ward, Jr.
Tobias G. Ward, Jr., Esquire
SC Bar #5826
P.O. Box 50124
Columbia, SC 29250
tw@tobywardlaw.com AND
dj@tobywardlaw.com

I CONSENT:
s/ William P. Walker, Jr.
William P. Walker, Jr., Esquire
SC Bar #5796
P.O. Box 949
Columbia, SC 29072
bw@walkerlaw.org

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Lexington Common Pleas

Case Caption: Wilson R Shealy Sr , plaintiff, et al VS David Shealy , defendant, et al

Case Number: 2021CP3200633

Type: Order/Consent Order

It Is So Ordered

s/ Walton J. McLeod

ELECTRONICALLY FILED - 2021 Feb 25 10:32 AM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE ELEVENTH JUDICIAL
CIRCUIT	
COUNTY OF LEXINGTON)	)
)	
Wilson Shealy, Sr.,)	Civil Action No.: 2018-CP-32-00913
)	
Plaintiff,)	
v.)	**ORDER TO RESTORE CASE TO ACTIVE DOCKET**
)	
David Shealy,)	
)	
Defendants.)	
)	
)	
David Shealy,)	
)	
Third-Party Plaintiff,)	
)	
v.)	
)	
Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy,)	)
)	
Third-Party Defendants.)	
)	

Upon motion by the Plaintiff, by and through its undersigned counsel, it is hereby ordered that the above-captioned case be restored to the active docket as allowed by Rule 40(j), SCRCP. The case was struck from the active docket by Order filed February 27, 2020.

The Clerk of Court shall assign a new civil action number to the case.

IT IS SO ORDERED.

SIGNATURE APPEARS ON NEXT PAGE

I SO MOVE:

s/Richard R. Gleissner
Richard R. Gleissner, SC Bar 15139
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201

(803) 787-0505
Attorneys for Plaintiff

February 22, 2021
Columbia, South Carolina

ELECTRONICALLY FILED - 2021 Feb 25 10:32 AM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

ELECTRONICALLY FILED - 2021 Feb 25 10:32 AM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr , plaintiff, et al VS David Shealy , defendant, et al

Case Number: 2018CP3200913

Type: Order/Restore Case To Active Docket

So Ordered

Debra R. McCaslin

Electronically signed on 2021-02-25 09:26:52 page 3 of 3

ELECTRONICALLY FILED - 2020 Feb 28 8:04 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON	)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr., Plaintiff, v. David Shealy, Defendants.	)	Civil Action No. 2018-CP-32-00913 CONSENT ORDER PURSUANT TO RULE 40(J)
David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	)	

Wilson Shealy, Sr. ("Plaintiff"), David Shealy ("Defendant"), and Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy (the "Third Party Defendants") request the Court to Strike the Complaint, all counterclaims and third party complaint from the docket pursuant to Rule 40(j) of the South Carolina Rules of Civil Procedure. This striking of the pleadings shall be without prejudice to the restoring of the case to the active roster.

ORDERED, ADJUDGED AND DECREED, that in accordance with Rule 40(j), SCRCP, the above matter is hereby stricken from the docket, by agreement, with the right of the parties to restore the case as provided by the Rule.

AND IT IS SO ORDERED.

_____

The Honorable Walton J. McLeod IV
Chief Administrative Judge

WE SO MOVE AND CONSENT:

\s William P. Walker, Jr.
William P. Walker, Jr., Esquire
WALKER MORGAN, LLC
Post Office Box 949
Lexington, South Carolina 29071
Telephone: 803-359-6194
Facsimile: 803-957-4584
bw@walkermorgan.com
Attorneys for the Defendant/
Third-Party Plaintiff

\s Richard R. Gleissner
Richard R. Gleissner, Esquire
GLEISSNER LAW FIRM, LLC
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 296201
Telephone: 803-787-0505
Facsimile: 803-712-4283
rick@gleissnerlaw.com
Attorneys for Plaintiff

\s Eric S. Bland
Eric S. Bland, Esquire
BLAND RICHTER, LLP
Post Office Box 72
Columbia, South Carolina 29202
Telephone: 803-256-9664
ericbland@blandrichter.com
Attorneys for Third-Party Defendants

ELECTRONICALLY FILED - 2020 Feb 28 8:04 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2020 Feb 28 8:04 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 **CP-32-00913**

Wilson Shealy, Sr.
PLAINTIFF(S)

David Shealy
DEFENDANT(S)

Submitted by: Richard R. Gleissner, Esquire Gleissner Law Firm, LLC 1237 Gadsden Street, Suite 200A Columbia, SC 29201	**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), SCRCP; □ Rule 41(a), SCRCP (Vol. Nonsuit); □ Rule 43(k), SCRCP (Settled); □ Other

□ **ACTION STRICKEN** (*CHECK REASON)*: □ Rule 40(j), SCRCP; □ Bankruptcy; □ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; □ Other

□ **STAYED DUE TO BANKRUPTCY**

□ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: □ Affirmed; □ Reversed; □ Remanded; □ Other

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

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

ORDER INFORMATION

This 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)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

ELECTRONICALLY FILED - 2020 Feb 28 8:04 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

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:

Richard R. Gleissner, Esquire
1237 Gadsden Street, Suite 200A
Columbia, SC 29201

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.

ELECTRONICALLY FILED - 2020 Feb 28 8:04 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr , plaintiff, et al VS David Shealy , defendant, et al

Case Number: 2018CP3200913

Type: Order/Dismissal Rule 40J

It Is So Ordered

s/ Walton J. McLeod

ELECTRONICALLY FILED - 2019 Nov 08 1:57 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA)) COUNTY OF LEXINGTON)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr.,)) Plaintiff,)) v.)) David Shealy,)) Defendants.)) David Shealy,)) Third-Party Plaintiff,)) v.)) Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy,)) Third-Party Defendants.)	Civil Action No.: 2018-CP-32-00913 **ORDER MODIFYING PRIOR RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

This matter is before the court upon the motion of David Shealy, (the "Defendant" or the "Son") to Modify this Court's Order of July 23, 2018 providing for a Temporary Restraining Order and Preliminary Injunction. The matter was heard on November 5, 2019. Present were the attorney for the Plaintiff, Wilson Shealy, Sr. (the "Plaintiff" or the "Father"), Richard Gleissner; the attorney for the Defendant William Walker; the attorney for the Third Party Defendants, Wilson Shealy, Jr. ("Wilson"), Rene Shealy Wells ("Rene"), or Mimi Shealy ("Mimi"), Eric Bland; and the Guardian ad Litem for the Father (the "Guardian"), Kelley Woody. Also present were the Father, Wilson, Rene, and David. The court reporter for the hearing was:

ELECTRONICALLY FILED - 2019 Nov 08 1:57 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Jaime D. Newton
Garber Reporting Service
Post Office Box 12349
Columbia, SC 29211
(803) 256-4500
Info@Garberreporting.com

Prior to this motion, Judge William A. McKinnon entered an order on October 23, 2019 ("Judge McKinnon's Order"). That Order provided that

> Defendant David Shealy's Motion to allow an independent inventory on the subject property is GRANTED, with the following two limitations: 1) the inventory must be completed by an independent third party and pursuant to the restraining order previously entered in this case Defendant David Shealy may not enter the property during the inventory; and 2) the fact the inventory has not been completed may not be asserted as a basis for a continuance in the trial of this matter.

Order of October 23, 2019. Prior to the hearing, the parties agreed that Judge McKinnon's Order does not prevent this court from modifying the restraining order. After hearing the testimony of the Defendant and the Guardian, this Court Orders as follows:

ORDERED, ADJUDGED AND DECREED, that the restraining Order shall be modified as follows to allow the Defendant to assist the independent third party (the "ITP") in preparing the inventory:

1. Under no circumstance shall the Defendant be allowed into the home of the Plaintiff. The ITP may enter the house and during the ITP's inspection, he may use skype of facetime or a similar technology to communicate with the Defendant.

2. The Defendant shall be allowed to accompany the ITP during the ITP's inspection of the property, outside of the home. The Defendant shall be in the presence of the ITP at all times.

ELECTRONICALLY FILED - 2019 Nov 08 1:57 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

3. A single inspection may occur at a time jointly agreeable to the Plaintiff and Defendant and may occur Monday through Friday from 9:00 a.m to 5:00 p.m. or such other time as jointly agreeable.

4. At the time of the hearing, the Defendant had not determined a proposed ITP. If the parties cannot agree upon an ITP, the Defendant will be responsible for seeking a hearing before Judge McKinnon to obtain the approval of his proposed ITP.

5. The ITP and the Defendant will perform their inspection at their own risk. They will indemnify and hold harmless the Plaintiff from any and all damages caused to the property by their inspection. The ITP and the Defendant shall assume any and all risk associated with the inspection and with performing the inspection. The Plaintiff shall not have any liability as a result of the inspection by the ITP or the Defendant and the ITP and the Defendant specifically waive any liability on the part of the Plaintiff for entering the property, being on the property or performing any part of the inspection.

6. All other aspects of the July 23, 2018 restraining order remain in full force and effect and nothing in this Order modifies that restraining Order other than what is stated herein for a single inspection.

AND IT IS SO ORDERED.

The Honorable James O. Spence
Master-in-Equity, Lexington County

Signature Page to Follow

ELECTRONICALLY FILED - 2019 Nov 08 1:57 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Master/Order/Other

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP3200913

Wilson R Shealy, Sr et al
PLAINTIFF(S)

David Shealy 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

Defendant David Shealy's Motion to allow an independent inventory of the subject property is GRANTED, with the following two limitations: 1) the inventory must be completed by an independent third party and pursuant to the retraining order previously entered in this case Defendant David Shealy may not enter the property during the inventory; and 2) the fact the inventory has not been completed may not be asserted as a basis for a continuance in the trial of this matter.

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 10/23/2019 .

Mimi Shealy
Wilson Shealy, Jr
Renee Shealy Wells
David Shealy

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2019 Oct 23 11:13 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

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.

ELECTRONICALLY FILED - 2019 Oct 23 11:13 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2019 Oct 23 11:13 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Order/Electronic Form 4

So Ordered

/s William A. McKinnon, #2761, Circuit Judge

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP3200913

Wilson R Shealy, Sr et al
PLAINTIFF(S)

David Shealy 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

Plaintiff's Motion to Compel is granted.

Defendant must provide as complete a response as they are able to Plaintiff's Discovery Requests (limited to those cited at the Hearing) within 15 days. If Defendant has no documentary evidence to support his ownership interests claim in the subject properties set forth in his previous discovery responses then Defendant must so state in his supplemental and complete responses.

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 09/27/2019 .

Mimi Shealy
Wilson Shealy, Jr
Renee Shealy Wells
David Shealy

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2019 Sep 30 9:01 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

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.

ELECTRONICALLY FILED - 2019 Sep 30 9:01 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2019 Sep 30 9:01 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Order/Electronic Form 4

So Ordered

s/Walton J. McLeod, 2765

ELECTRONICALLY FILED - 2019 May 24 1:13 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON	)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr., Plaintiff, v. David Shealy, Defendants.	)	Civil Action No. 2018-CP-32-00913 CONSENT ORDER ON PLAINTIFF'S MOTION TO COMPEL
David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	)	

This matter came before the Court upon the Motion to Compel filed by Wilson Shealy, Sr. Pursuant to the Motion, the Plaintiff properly served Interrogatories and Requests to Produce. The Defendant, David Shealy, has not responded. The Plaintiff's Motion is scheduled to be heard on May 28, 2019 at 2:00 p.m. Upon the consent of the Parties, the Plaintiff's Motion to Compel is granted and the Defendant will have until June 17, 2019 to respond to the Plaintiff's Interrogatories and Requests to Produce. The Hearing on the Plaintiff's Motion is no longer necessary.

AND IT IS SO ORDERED.

_____
The Honorable Alison R. Lee
Chief Administrative Judge

Lexington, South Carolina
May __, 2019

WE SO MOVE AND CONSENT:

\s William P. Walker, Jr.
William P. Walker, Jr., Esquire
WALKER MORGAN, LLC
Post Office Box 949
Lexington, South Carolina 29071
Telephone: 803-359-6194
Facsimile: 803-957-4584
bw@walkermorgan.com
Attorneys for the Defendant/
Third-Party Plaintiff

\s Richard R. Gleissner
Richard R. Gleissner, Esquire
GLEISSNER LAW FIRM, LLC
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 296201
Telephone: 803-787-0505
Facsimile: 803-712-4283
rick@gleissnerlaw.com
Attorneys for Plaintiff

\s Eric S. Bland
Eric S. Bland, Esquire
BLAND RICHTER, LLP
Post Office Box 72
Columbia, South Carolina 29202
Telephone: 803-256-9664
ericbland@blandrichter.com
Attorneys for Third-Party Defendants

ELECTRONICALLY FILED - 2019 May 24 1:13 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2019 May 24 1:13 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 **CP-32-00913**

Wilson Shealy, Sr.
PLAINTIFF(S)

David Shealy
DEFENDANT(S)

Submitted by: Richard R. Gleissner, Esquire Gleissner Law Firm, LLC 1237 Gadsden Street, Suite 200A Columbia, SC 29201	**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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This 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)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

ELECTRONICALLY FILED - 2019 May 24 1:13 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

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:

Richard R. Gleissner, Esquire
1237 Gadsden Street, Suite 200A
Columbia, SC 29201

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.

ELECTRONICALLY FILED - 2019 May 24 1:13 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Order/Consent Order

IT IS SO ORDERED!

s/ Alison Renee Lee, Chief Administrative Judge

ELECTRONICALLY FILED - 2018 Dec 05 8:41 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2018CP3200913

Wilson R Shealy Sr	**David Shealy**	**David Shealy** **Wilson Shealy Jr**	**Renee Shealy Wells** **Mimi Shealy**
PLAINTIFF(S)		**DEFENDANT(S)**	
Submitted by:		**Attorney for:** ☐ Plaintiff ☐ Defendant ☐ 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

ORDER INFORMATION

This 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)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

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

	3068	12/4/2018
James O. Spence, Master In Equity	**Judge Code**	**Date**

For Clerk of Court Office Use Only

CPFORM4Cm

SCCA SCRCP Form 4C (Revised 2/17)

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

Richard R. Gleissner 1237 Gadsden Street, Suite 200A Columbia, SC 29201
Eric Steven Bland PO Box 72 Columbia, SC 29202

William P. Walker Jr. PO Box 949 135 East Main Street Lexington, SC 29072

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Lisa M. Comer - 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 matter was referred to Equity Court pursuant to Order signed by Clerk of Court June 21, 2018. The defendant was in default and a damage hearing was contemplated. Defendant filed a Motion to Vacate which this court granted, allowing Defendant to answer. In both the Plaintiff's Complaint and in Plaintiff's Reply to Defendant's Answer and Counterclaim etc. Plaintiff requested a Jury Trial. Therefore, this action should be returned to Circuit Court to hear any and all jury matters.

ELECTRONICALLY FILED - 2018 Dec 05 8:41 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2018 Dec 05 8:41 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Order/Form 4

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068

ELECTRONICALLY FILED - 2018 Sep 17 3:39 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA)) COUNTY OF LEXINGTON)	IN THE COURT OF COMMON PLEAS ELEVENTH JUDICIAL CIRCIUT C/A: 2018-CP-32-00913
Wilson Shealy, Sr.,)) Plaintiff,)) David Shealy,) Defendant.)) _____	**ORDER VACATING DEFAULT**

This matter came before the Court upon the Defendant's Motion to Set Aside Entry of Default. The matter was heard on August 13, 2018 and present were Richard R. Gleissner and Eric S. Bland, attorneys for the Plaintiff, Wilson Shealy, Sr., and William P. Walker, the attorney for the Defendant, David Shealy.

Prior to the hearing, the Defendant submitted the affidavit of David Shealy and Julie Shealy in support of setting aside the default. Basically, these affidavits allege that David Shealy did not receive personal service. In response, Plaintiff submitted affidavits of the process server and others to establish the extensive diligence that the Plaintiff had engaged in to find and personally serve the Defendant prior to requesting the order seeking to serve the Defendant by Publication.

While the court reviewed this evidence, the court is limited to an examination of the Order of Publication and the Affidavits submitted to the Court when the Plaintiff's sought the Order of Publication. *See Caldwell v. Wiquist*, 402 S.C. 565, 741 S.E.2d 583 (Ct. App. 2013) (where the court of appeals examined the affidavit in support of the request for publication). Generally, the trial court is "without authority to overrule the finding of the clerk of court." *Montgomery v. Mullins*, 325 S.C. 500, 505-506, 480 S.E.

ELECTRONICALLY FILED - 2018 Sep 17 3:39 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

2d 467, 470 (Ct. App. 1997). Further, "in the absence of fraud or collusion, the decision of the officer ordering service by publication is final." Id. At 506, 480 S.E.2d at 470.

While in this case, there is no fraud or collusion, the issue presented is whether the affidavits submitted in seeking the Order of Publication are sufficient to meet the requirements of Section 15-9-710 of the South Carolina Code of Laws. This section provides in pertinent part that "[w]hen the person on whom the service of the summons is to be made cannot, after due diligence, be found within the state, and … that fact appears by affidavit to the satisfaction of the court or judge thereof, the clerk of court of common pleas, the master or the probate judge of the court in which the cause I pending … an order that service be made by the publication of the summons." In this case, while the affidavit does state that the Plaintiff engaged in due diligence, it does not go further in describing the due diligence that was actually performed. Similarly, the affidavit of the process server does not provide the extensive diligence actually performed and only states that an attempt was made to serve the Defendant at his last known residence, which is the residence of his wife who indicated that he does not live there.

Section 15-9-740 provides, in relevant part:

> The order of publication shall direct the publication to be made in one newspaper, to be designated by the officer before whom the application is made, most likely to give notice to the person to be served and for such length of time as may be deemed reasonable not less than once a week for three weeks. The court, judge, clerk, master or judge of probate shall also direct that a copy of the summons be forthwith deposited in the post office directed to the person to be served at his place of residence, unless it appears that such residence is neither known to the party making the application nor can, with reasonable diligence, be ascertained by him.

See, S.C. Code Ann. 15-9-740 (Law. Co-op. 2018). In this case, the Order from the clerk did not require the depositing of the summons and complaint in the post office.

Similar in *Caldwell*, the court found that the "affidavits requesting service by publication do not contain any statements regarding the due diligence undertaken." 402 S.C. at 572, 741 S.E. 2d at 587.

Consequently, this court finds that the affidavit to be facially defective and believes that the default should be set aside. It is therefore,

ORDERED ADJUDGED AND DECREED that the Defendant's Motion for Relief from Default is hereby granted and the Defendant shall have 15 days from date of Notification of E-filing to respond to the Complaint.

AND IT IS SO ORDERED.

Signature page to follow

ELECTRONICALLY FILED - 2018 Sep 17 3:39 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2018 Sep 17 3:39 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Master/Order/Other

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068

ELECTRONICALLY FILED - 2018 Jul 23 4:34 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL
COUNTY OF LEXINGTON	)	CIRCUIT
Wilson Shealy, Sr.,	)	Civil Action No.: 2018-CP-32-00913
	)	
Plaintiff,	)	
	)	**CONSENT ORDER FOR**
v.	)	**RESTRAINING ORDER AND**
	)	**PRELIMINARY INJUNCTION**
David Shealy,	)	
	)	
Defendants.	)	
	)	

This matter is before the court upon the motion of Wilson Shealy, Sr., (the "Plaintiff" or the "Father") pursuant to Rule 65 of the South Carolina Rules of Civil Procedure (the "Rules") for a Temporary Restraining Order and Preliminary Injunction. The matter was heard at a status conference on July 23 2018. Present were the attorneys for the Plaintiff, Eric Bland and Richard Gleissner. Also present was the attorney for the Defendant David Shealy ("David Shealy"), William Walker. The parties agreed to this mutual restraining order and preliminary injunction pending a final adjudication in this matter or further order of this Court. It is therefore,

ORDERED, ADJUDGED AND DECREED, that David Shealy, and his representatives or designees (except his attorney William Walker), is hereby restrained from directly or indirectly contacting, threatening, harassing or being within 500 feet of the Father, Wilson Shealy, Jr. ("Wilson"), Rene Shealy Wells ("Rene"), or Mimi Shealy ("Mimi") and from trespassing on the property of the Father or being within 500 feet of the Property located at 1425 Frank Shealy Road, Leesville, South Carolina 29070 (the "Father's Home").

IT IS FURTHER ORDERED, that the Father, Wilson, Rene, and Mimi, and their representatives and designees, are hereby restrained from directly or indirectly contacting, threatening, harassing or being within 500 feet of David Shealy. Further, David Shealy claims ownership to a certain 416 Caterpillar Backhoe Tractor (the "Backhoe"). David Shealy may claim ownership to other vehicles that he is in possession of the title for and these vehicles are at the Father's Home. David Shealy is hereby given the opportunity to provide a list of these vehicles or copies of the titles to these vehicles to the Plaintiff (the "Claimed Property"). The Father is hereby restrained from selling or moving the Backhoe. Upon receipt of the list of the Claimed Property, the Father is restrained from selling or moving the Claimed Property.

IT IS FURTHER ORDERED, that any mail for David Shealy delivered to the Father's Home, this mail shall be turned over to the attorneys for the Father within 48 hours of its receipt and the attorneys shall turn the mail over to the attorney for David Shealy.

AND IT IS SO ORDERED.

_____
The Honorable James O. Spence
Master-in-Equity, Lexington County

Lexington, South Carolina
_____, 2018.

ELECTRONICALLY FILED - 2018 Jul 23 4:34 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2018 Jul 23 4:34 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Order/Temporary Restraining Order

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068

ELECTRONICALLY FILED - 2018 Jun 21 12:37 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
Wilson Shealy, Sr.,	)	Civil Action No.: 2018-CP-32-00913
	)	
Plaintiff,	)	
	)	
v.	)	**ORDER OF DEFAULT**
	)	**AS TO DEFENDANT**
David Shealy,	)	
	)	
Defendants.	)	
_____)		

It appearing that pursuant to Rule 55 SCRCP and pursuant to the Affidavit of Default filed by counsel for the Plaintiff, Wilson Shealy, Sr., that the Defendant, David Shealy, is now in default as to the claims asserted by the Plaintiff against Defendant, David Shealy in the above referenced matter.

NOW, upon motion of the attorneys for the Plaintiffs,

IT IS ORDERED that Defendant David Shealy is in default in this pending civil action.

IT IS SO ORDERED.

_____
Presiding Judge, Eleventh Judicial Circuit/ or
Clerk of Court, Lexington County

Columbia, South Carolina

_____, 2018

FORM 4

ELECTRONICALLY FILED - 2018 Jun 21 12:37 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 **CP-32-00913**

Wilson Shealy, Sr.
PLAINTIFF(S)

David Shealy
DEFENDANT(S)

Submitted by: Richard R. Gleissner, Esquire Gleissner Law Firm, LLC 1237 Gadsden Street, Suite 200A Columbia, SC 29201	**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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This 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)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

ELECTRONICALLY FILED - 2018 Jun 21 12:37 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

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:

Richard R. Gleissner, Esquire
1237 Gadsden Street, Suite 200A
Columbia, SC 29201

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.

ELECTRONICALLY FILED - 2018 Jun 21 12:37 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Order/Entry of Default

s/Lisa M. Comer

Lexington County Clerk of Court

ELECTRONICALLY FILED - 2018 Jun 21 12:19 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
Wilson Shealy, Sr.,	)	Civil Action No.: 2018-CP-32-00913
	)	
Plaintiff,	)	
	)	
v.	)	**ORDER OF REFERENCE**
	)	
David Shealy,	)	
	)	
Defendants.	)	
_____)		

It appearing that pursuant to Rules 53(b) SCRCP, that the Defendant in this action is in default, none of the parties are seeking a jury trial, and therefore this action is an appropriate action to be referred to James O. Spence, Master in Equity for Lexington County with authority to enter a final judgment in the case;

NOW, upon motion of the attorneys for the Plaintiff,

IT IS ORDERED that this case is referred to James O. Spence, Master in Equity for Lexington County, who, pursuant to Rule 53(b) SCRCP, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of final judgment in this action under Rule 53(b) SCRCP; hearing any issues, including motions, after sale or judgment; issuing any and all Orders and Supplemental Orders, Writs of Assistance and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-360, *et seq.* of the South Carolina Code. Pursuant to Rule 53(b) SCRCP, any appeal from the final judgment entered by the Master in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject

of this action may be held on a day other than the regular judicial sale day; and

IT IS SO ORDERED.

_____
Presiding Judge, Eleventh Judicial Circuit/ or
Clerk of Court, Lexington County

Columbia, South Carolina
_____, 2018

ELECTRONICALLY FILED - 2018 Jun 21 12:19 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2018 Jun 21 12:19 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 **CP-32-00913**

Wilson Shealy, Sr.
PLAINTIFF(S)

David Shealy
DEFENDANT(S)

Submitted by: Richard R. Gleissner, Esquire Gleissner Law Firm, LLC 1237 Gadsden Street, Suite 200A Columbia, SC 29201	**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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This 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)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$

ELECTRONICALLY FILED - 2018 Jun 21 12:19 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

		$
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:

Richard R. Gleissner, Esquire
1237 Gadsden Street, Suite 200A
Columbia, SC 29201
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.

ELECTRONICALLY FILED - 2018 Jun 21 12:19 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2018 Jun 21 12:19 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

Lexington Common Pleas

Case Caption: Wilson R Shealy Sr VS David Shealy

Case Number: 2018CP3200913

Type: Order/Referred to Master or Special Referee

s/Lisa M. Comer

Lexington County Clerk of Court

ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF LEXINGTON	)	
Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives of Wilson Shealy, Sr.,	)	**CIVIL ACTION NO.: 2021-CP-32-00633**
Plaintiff,	)	
-vs-	)	
David Shealy,	)	**AFFIDAVIT OF DEFENDANT DAVID SHEALY**
Defendant.	)	
David Shealy,	)	
Third-Party Plaintiff,	)	
-vs-	)	
Rene Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy,	)	
Third-Party Defendants.	)	

The undersigned David Shealy, having personal knowledge and being duly sworn, deposes and says:

1. My late father, Wilson Shealy, Sr., resided at 1425 Frank Shealy Road, Leesville, South Carolina 29070, until his passing in December 2020.

2. I lived with my father at 1425 Frank Shealy Road on and off for about 53 years until July 2018, when I was forced off the property because of my siblings' influence on my father.

ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

3. Over the years that I resided with my father at 1425 Frank Shealy Road, I purchased and stored many items of my own personal property there. An authentic list of these items is attached as Exhibit A and incorporated by reference.

4. On July 23, 2018, a preliminary injunction was entered which prohibited me from entering the property at 1425 Frank Shealy Road and retrieving my personal property and my records.

5. From March 2018 until the present, my father (until his death) and my siblings, Rene Shealy Wells and Wilson Shealy, Jr., had and still have exclusive care, custody, and control of the property where my personal property is located.

6. After my father's passing, my siblings, Rene Shealy Wells and Wilson Shealy, Jr., were appointed co-personal representatives of my father's estate.

7. I am informed and believe that after excluding me from the real property and separating me from my personal property without my permission or consent, the Plaintiff and Third-Party Defendants began systematic disposal of my personal property without my consent under the guise of claiming it was my father's property.

8. For example, I claim ownership of a backhoe and trailer which my father "sold" to Wilson Shealy, Jr. for Violet Shealy Properties. (Exhibit B)

9. I own numerous vehicles on the property, and I am informed and believe that several vehicles were sold by or on behalf of the Plaintiff and Third-Party Defendants for scrap in May 2018. (See Exhibit A for vehicles, Exhibit C for some ownership documents, and Exhibit D for the scrap documents)

10. I also owned numerous valuable guns, as identified in Exhibit A, which were kept at my home at 1425 Frank Shealy Road. These were removed from my home and the property, as verified by my sister in her affidavit previously filed with the court.

11. The Plaintiff and Third-Party Defendants contracted with Starman Bros. Auctions to host auctions on August 12, 2022, and August 13, 2022, to sell personal property remaining at 1425 Frank Shealy Road. (See Exhibit E) While I am still reviewing the

pictures and auction catalog, I know that some of the items shown are mine. I have also requested that Steve Starman provide me copies of any invoices for items which I previously purchased from them under the names "Davette's or Davette's Refinishing and Repair."

12. The Plaintiff and the Third-Party Defendants signed an agreement with Dominion Energy South Carolina, which owns and rented 1425 Frank Shealy Road to my father during his lifetime, that requires any and all personal property remaining at 1425 Frank Shealy Road to be removed by August 31, 2022, otherwise the personal property "will conclusively be deemed to have been abandoned." A copy of this agreement is attached as Exhibit F.

13. Under this Agreement, the Plaintiff and the Third-Party Defendants assumed the obligation to secure and maintain the Personal Property. They also agreed to coordinate and work together to remove any Personal Property belonging to David J. Shealy.

14. I want my personal property back and the Plaintiff and Third-Party Defendants have assumed ownership and control of my property and converted it to their own use.

15. I want access to the property to retrieve my personal property (if any is left) before it is deemed abandoned by Dominion Energy.

16. I also want to be compensated for any of my personal property which is missing or converted by the Plaintiff and Third-Party Defendants after they assumed control of the property and excluded me.

David Shealy, Defendant

SWORN to before me this
01 day of August 2022

(L.S.)
Notary Public for South Carolina
My Commission Expires: 04-28-2032

EUGENE A. MASSEY
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 04-28-32

ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

Guns and Ammo

1) Browning Buckmark Bulls Eye 22 cal. pistol ser.# 655NT35824. It has a 7" barrel in mat black. In the original case and box. This gun is out of production by Browning. Purchased from Rodney Montgomery in Edgefield, SC. $800

2) Remington Model 11, 12 gauge semi automatic shot gun. Never been shot as far as the seller knew and is in new condition. Purchased from Rodney Montgomery in Edgefield, SC. $4,500

3) I have purchased (3) Stevens model 311, 410 cal. double barrel shotguns from Rodney Montgomery in Edgefield, SC over the last 35 years. Two of them gave from an older man who never shot them. One had a vented rid and was in perfect condition $1,200. The other one did not have a vented rib but was in excellent condition too $1,000. The last one had a light colored wood stock and was used but in good condition also $900.

4) Baikal 12 gauge over and under shot gun still new in the box. Purchased from Rodney Montgomery in Edgefield, SC $650.

5) Baikal 410 gauge over and under shot gun still new in the box. Purchased from Rodney Montgomery in Edgefield, SC $650.

6) A Turkish made 12 gauge over and under shot gun new in the box never shot. Purchased from Rodney Montgomery in Edgefield, SC $600.

7) Used 410 pump shot gun. Purchased from Rodney Montgomery in Edgefield, SC $450.

8) Remington model 552 Deluxe Speedmaster semi automatic 22 cal. New in the box, never shot. Purchased from Rodney Montgomery in Edgefield, SC $825.

9) Marlin model 922, 22 magnum semi automatic rifle with large scope. Purchased new from Rodney Montgomery in Edgefield, SC $575

ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

10) New England 12 gauge single shot gun. Purchased new from Rodney Montgomery in Edgefield, SC. Was shot very little $375.

11) New England 410 gauge single shot gum. Purchased new from Rodney Montgomery in Edgefield, SC. was shot very little $375.

12) New in the box, never shot, 22 cal. "Youth" rifle. Purchased from Rodney Montgomery in Edgefield, SC $375.

13) Taurus 38 special revolver in stainless steel. This is a used gun. Purchased from Rodney Montgomery in Edgefield, SC $400.

14) Tommy Gun in 22 cal. and stainless steel. Had 2 - 30 round magazines and a 100 round drum, all in stainless steel. Shot very little and was in the original box. Purchased from Rodney Montgomery in Edgefield, SC $2,000.

15) Tommy Gun in 22 cal.. Blued steel finish with 3 – 30 round magazines and a 100 round drum, all in blued steel. Also had a finger adapter. Purchased from Rodney Montgomery in Edgefield, SC $1,500.

16) Remington 22 cal. Target Master bolt action rifle. Bought from an auction. This gun is worn out and should NEVER be shot. There is a possibly of the firing pin being launched into the shooter's face. $100

17) Stevens 410 single shot shotgun. Was purchased from Randy Caughman. First gun that I ever bought. $300

*18) Bushmaster AR-15 in .223 cal.. It is in the original black plastic carrying case. Also had a quick disconnect scope and a flash suppressor. Came with 500 rounds of Russian solid metal jacket ammunition. Purchased from my brother on September 28th 2002 for $950. Replacement cost is $1,600 for the gun and $375 for the ammunition.

19) An Italian bayonet in a metal sheath from WW2.. $150

20) Various ammunition in 410 and 12 gauge, 38 special 8 boxes of regular bullets and 2 boxes of Federal Hydra-Shok, and .223 in Wolf. $1,000

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2002 S-10 ZR2 4x4 Blazer 48,000 original miles, extra clean (pewter) $7,500

2001 S-10 ZR2 4x4 Blazer 36,000 original miles, extra clean (pewter) $7,500

2000 S-10 4x4 Blazer 4 dr. (burned on interior) Complete drive train was good $1,000

1988 Limited Edition Turbo Coupe T-Bird; complete car with clean title. (silver) $5,000

1995 Chrysler Town and Country van. 39,000 miles; good engine and transmission (gold) $1,500

1986 Nissan extended cab pickup (Lt. blue) $500

1988 Honda CRX (red) $800

1968 All original Chevrolet Impala; clean title; 327 with factory 4 barrel; turbo 400 transmission; A/C; (white) bought this car in 1985 $20,000

1974 Chevrolet Caprice game warden car; original 454 (green) bought in 1984 $8,000

1974 F100 Ford pickup; given to me by Uncle Charles Lt Blue) $4,000

1984 Chevrolet Caprice (tan) $1,500

1986 944 Porsche; 51,000 miles; good engine and transaxle; complete front clip; both doors; rear hatch with glass; paid $5,800 in 1995 (dark blue) $15,000

1988 Caddy Deville (red) had new GM transmission $500

1967 Pontiac 4dr. Had a OHC 6 cly. with a Rodchester 4 barrel; (white) $8,000

1971 VW Karman Ghia (green) $10,000

1970 VW Karman Ghia (green) $10,000

1988 Cadillac DeVille (Burgandy) $800

1995 Chevrolet Corsica boby (white) $600

1983 Toyota 2 dr. (silver) $500

1984 S-10 rolling chaise Owned by Tim Mack of Aiken ($1,000)

1971 VW super beetle Owned by Tim Mack of Aiken ($5,000)

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List of Property by the Map

1) 30 foot long flat semi trailer with a truck bed off of a 6x6 army truck. Inside this truck bed of the was a new large industrial fan. Replacement cost for these items: $6,000 for the trailer. $1,500 for the truck bed. $500 for the fan

2) 45 foot long Conex box with airplane parts. These parts go to one my Stinson V-77 Gullwing airplanes.

3) 50 foot long steel bar joists. A large pile that came from Shop Rd. in Columbia. Replacement cost: $16,000 – 40 bar joist at $400@

4) A big pile of 6" steel "I" beams about 8, 10 and 12 feet long. Replacement cost: $2,500

5) Steel life boat built in 1959. Replacement cost: $7,500
Also an aluminum Tracker boat. Replacement cost: $1,500

6) There are four 45 foot long Conex boxes and a semi trailer. Everything in the semi trailer is mine. Most of what is in the Conex boxes are mine, not everything. Example from right to left: this container has a brand new Bosch double compound miter saw and stand(new) in the boxes $1,000. A John Beam (name brand) 2 post car lift $3,500. A John Beam 4 post car lift $5,000. A "Gray" oil filter crusher $2,500 and more. The second from the right has a Rockwell drill press $600, a scroll saw $250, a sander $400, tables, furniture, large piece of glass, cabnets, ($500). There is a green "A" frame with wench $2,500. plus more. The third has a used large red 60 ton hydraulic press $8,400 , a new 99hp Perkins diesel that goes to my D5 dozer $5,000 , a wood molding machine brand new in the box $4,500, a gray parts washing vat with a blue top $450 and more. The forth has mostly aircraft parts from an auction in Atlanta,GA. The first 3 Conex boxes are mine. The semi trailer on the west end has new house windows in it. The trailer and all contents are mine $2,500.

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7) There are 3 truck boxes here with contents. They contain 3 LS1 Chevy engines and 1 has a transmission still attached 6 speed manual and has all the electronics from a silver 1998 Chevrolet Camero with only 4,500 miles $12,000. There is a fuel injected 454 Chevy with transmission $500. There are cabinets $500, diesel engine oil $200, 1,200 pounds on new welding wire $1,200, 2 or 3 Giberson diesel radial engines $30,000, steel building parts. Also 2 pallets that are "Steel Master" buildings. There is a 40'X60' Steelmaster steel building "S" style brand new on the pallet $18,000. There is a 30'x40' Steelmaster steel building "A" style brand new on the pallet $12,000.

8) There is a Volvo box truck $3,000 with content. Consisting of, a glass beading cabinet $600, a black gun safe $2,000, a large sand blasting pot $1,500, a transmission out of a 1998 E350 Ford van with only 22,000 miles $800, a 350 Chevy engine and transmission $300, a coke machine $400, 4-1978 Pontiac Trans Am snowflake rims $600, shop cabinets and bolt bins $1,000, 2 hand wenchs for over head doors $200, a stainless steel grill attachment set $575 and more. A 28' long enclosed semi trailer $3,000 with content. Consisting of, a set of large wood cabinets $3400 and HID over lights from the Columbia airport $600. In the front is a Coca Cola horizontal refrigerator box from the 1940s in operational condition. With 4 doors, 2 are stainless steel $2,500. Concrete blocks that go to a tower. Four more pieces to the tower that is standing and another 80' tower $6,000. Four Large piece(s) of granite $800. Large piece of thick plate steel $1,000. A free standing 80' tall ROHN tower $5,000.

9) Steel 300 gallon tank with 280 gallons 100 LL airplane gas in it The tank $300, the fuel at current price of $7.62 per gallon $2,134.

10) 3 UD trucks $20,000

11) Small metal building with content. Consisting of a 8.3 liter diesel Cummings engine (250 hp) with transmission (6 speed) with less than 23,000 orginal miles $15,000. UD parts that go with the trucks, 1998 SS leather Camaro seats $900, rims and tires from the same car $1,200, ect. International delivery step van $1,500, consisting of construction parts,lights, sinks, facets $1,000 and 1 brand

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new cast iron bath tub. It is a brand new ball and claw single slipper tub coated in porcelain inside and out, on a pallet at the rear off the truck $1,800.

Five old truck boxes with content. Everything in these truck boxes are mine with the exception of one. And I will allow my brother to get his items out. One of these boxes has a 1942 V77 Stinson airplane in it that I purchased from a lady in Daytona Beach late 1995. Airplane has less than 400 total hours since new and also has the original engine that was installed on the airplane when it was built. $150,000. One truck body has 90 sheets of ¾" marine grade plywood $10,080 along with personal items $4,000. Another box has been use by my brother without my permission. I own the box $2,500. There is a short box that has 2 professional HO brand water skies. 1 is green with double high wrap boots and 1 is pink and white with double high wrap boots $1,500. There is an auto jack $400. There are several sets of new tires $2,000. There is a home stereo system $100. Portable air compressor $400. 4 brand new Goodyear hose reels $1,000. 1996 FL 70 Freightliner cab and chaise $7,500. A complete grain bin is disassembled on the back of the Freightliner chaise $800. There is a single 50' main support bar joist truss $900

12) Chevrolet school bus $2,500 and a 500 gallon aluminum oval military tank with kerosene in it, sitting on a 4 wheel trailer $2,000.

13) This is the "warehouse". I have some things in it, from car parts, childhood toys consisting of original G.I. Joe toys (most still in the original box) $2,000, metal Tonka truck and construction equipment in excellent condition $800, 2 heavy glass doors $500, new 220 volt large window A/C unit $450, a stainless steel commercial refrigerator and a freezer (2 pieces) $800, automotive interiors for a 1995.5 944 Porsche and a 1989 Mazda MX6 $1,700 more. There is a shed on the back of this building. I had a pallet of new fire brick there. Around 300 pieces $1,200. On the end of the shed was a blue sissor lift that came out of a plant. It was operational $2,500. There is a grain bin next to this building. It was full of car and truck engines. They were all on the floor, no shelving was inside. $3,000 Behind the grain bin I had a large stack of roofing metal that was 25' long $4,000.

14) This is where my cars were crushed. (see crushed car sheet)

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15) Cars here, (2) green VW Karman Ghais $16,000, a red 4 door S-10 Blazer $200, a 1979 Pontiac Trans Am $10,000 , a white 4 door late 80s Mercury Topaz $200 and a 1988 Shadow runabout speed boat (the first 1 ever built) $4,500.

16) There are 7 parts car here. 1974 VW Super Beatle orange $7,500, Karman Ghai red $10,000, 1986 XJS 2 door Jaguar with a V12 and true wire spoke rims $6,000 , 1985.5 red 944 Porsche $9,000, 1988 SS Camaro $2,500, 1989 black Mazda MX 6 $700 , a red 2 door S-10 Blazer with 35,000 original miles $600

17) A VW bus transaxle and a Sears garden tractor. $1,500

18) I have shop items under this shed, yellow wagon $40, 3 heavy filling cabinets with tool in them $3,000, a parts tumbler washer in new condition $2,500, new LP gas house heater $300, (2) oxygen compressed gas tanks $350, 1 acetylene compressed gas tank $200. Inside the "wood shed", I had a solid steel safe that was a night time drop box at a bank. I welded the hole in the top shut $1,000. No one knew about it including my father. There were documents in the safe along with 4 roles of quarters, brand new never circulated, of each state as soon as the new release was out. So $10 a role, 4 roles per state, 50 states is $2,000. There is two 4 blade stainless steel OMC outboard propellers in this building. One is a 24 degree and the other is a 27 degree $550. The Conex box next to this shed, has a pair of old cast iron table legs that came from Olympia Mills in Columbia. They were stolen from me years ago by my brother. I just them found out that he had them. I will gladly provide an affidavit from the girl (aka his X fiancée) that I got them from if necessary $600

19) 6 propane tanks. 1 is a 500 gallon tank that is full, 2-330 gallon tanks that are full, 2-250 tanks that are empty and 1 -120 gallon vertical tank $6000.

20) Old truck box and content. Everything in here is mine, tools, over 400 music CDs, new stainless steel Holland grill in the box, coolers, a old 410 gauge shot gun disassembled, 6 new go cart axles, new side grinders in the box(s), legal documents, a lot more personal items, ect. $7,000

21) Personal belongings in the house: Kitchen: my coffee cups from all over the USA $400. A polished school bell given to me by both my mother and father $200.

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The dinning room has a very large satellite photograph that I think I had laminated $500. The is also the original plat of the property there that is laminated. The "porch" in the center of the house has my gray metal desk $500, important papers that I am sure they have been through, 2 metal cabinets also gray in color $400, and book on the shelves. The "hallway" has several old Hess toy trucks and a Hess ship all in perfect condition $5,500. There are boxes of new Hess toys too. The "living room" has 3 new black office chairs $2,400, 6 new computer monitors in the box $1,200, a large outside pedestal clock in the box $350, computer parts $900, and more. The front bedroom aka "Rene's bedroom", I have cloths in the closet under the stairs and a South Carolina History book $2,800. There were items on the stairs going to upstairs. Upstairs: I have car parts, there is a new aluminum Weiand Tunnal Ram intake for a square port big block Chevy $575. There is a new B&M blower with fuel injection kit for a small block Chevy that goes in a C4 Corvette and is complete $5,700, a new in the box Cutco grilling set $200, a new mandolin food slicer $100, a pile of new GM parts for my 1970 El Camino that cannot be replaced $2,500, years of Hess toys new in the boxes in groups of 4 or 6 multi years $9,000, my high school diploma, and MORE. My bedroom: ALL of my firearms, ammunition, knives, clothes, new in the box large model airplane V77 Stinson, gold chains, gold rings, collection of new Elvis 29 cent stamps, albums, pure silver dollar coins, silver certificate paper dollars, cook books, bed room furniture, entertainment center, $28,000 ect. The garage: is full of all kind of hand tools all high end $12,000, tool boxes -- 1 is a light purple Matco Hot Rod Edition with tools in it $9,000, shelves with contents $3,000, 1994 Honda 900RR motorcycle with 1,500 miles $11,000, 26 Gumball Wizard gumball machines of which 8 had around $400 still in them $32,400, brand new medium size Smith cutting torch kit brand new in the box $400 and more.

22) 100 foot tall mobile cell phone tower and concrete base with 3 tie downs. $7,500

23) This is the "little barn". Inside of the barn is full of shop stuff, there the VW engine for the 1974 Super Beatle, a metal shelf with new A/C compressors $400, Sharp 775 spray gun with cup $300, an old Pepsi machine that came from Motor Supply when they closed in 1986 or 87 $1,200. *My gray filing cabinet is here

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from my shop in Lexington. Almost all of my bills of sales and titles for most of my car are in it*. Mazda MX 6 under the shed that has 000,014 original miles $5,000. A blue Karman Ghia is here too $9,000. There is a half of a whiskey barrel that I converted into an ice holder for drinks. The inside of the barrel is coated in fiber glass and a spigot for a drain was added $350.

24) 1970 SS El Camino $15,000

25) An A/C unit off the front of a semi trailer $4,000. 1988 Caddy. 2002 S-10 2 dr Balzer $7500. 1500 gallon plastic water tank $500. Hi Ranger bucket truck body with a 37' reach $8,000. 12'x24' white wooden storage building with a red roof $5,000 and content. Consisting of windows and 2 front doors for new homes. The front doors now retail for around $14,000. A glass water jug $25. An old chicken house is next to it $0. There is a 40 foot tall aluminum flag pole $900 and a power pole with security light $200.

26) U-haul box truck $4,500 with content. Consisting of, a new pressure pot paint sprayer $4,800, new kitchen cabinets $4,000, dinner table top $400, Samsung refrigerator $2,000, and more. Old Pontiac Bonneville wrecked in the front $700 is beside the U-Haul truck. A burgundy Dodge Neon $1,500.

27) Ten I-beams 38' long. 200' more of heavy I-beams that are for over head crane track (4 pieces) These are the legs for my 5- 85' long roof trusses located at the farm in Monetta. $24,000

28) Cumming 855 cubic inch /14 liter diesel engine that was in like new condition $12,000

29) Fiat track hoe $40,000 and my 6 wheel drive motor grader $8,000. There is also a 92" Bush Hog finishing mower $7,000. Estate rake $850. Hay cutter $5,000

30) Two 40' Conex boxes with the sides cut out to make 1 building $3,000

31) Channel iron $400

32) 2 pieces of granite (actually 1 big piece that is broken in half) $300

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33) Truck box off of my FL 70 Freightliner $2,500. I have six 2400cf oxygen bottles $2,400, 2 carbon dioxide $200, and 2 or 3 acetylene bottles $500. I also have a tire truing machine $1,400, a barber chair $800 and a cabinet $300 in the old grain bin next to it $1,000.

34) This is the hanger. I have some things in here but not a lot. In the "front room" I have 2 Tech tire repair cabinets full of product $2,000. Tire balancing lead $700. An air operated paint shacked $450. Some blue inline air filters $200. A cabinet against the wall with items in it $300. Outside that door is my air compressor that I purchased in 1985. It is a silver Speed Air compressor with an off white Weg electric motor and a magnetic starter. It is all on top of a vertical 80 gallon tank, off green in color $1,800. It is NOT attached to the building. In the "wing room" there is a bare 454 Chevy block $500 that I bought many years ago, at the glass beading machine there is an old black corn sheller $150 and an alumina intake for a Ford $250. In the hanger: At the front there is a lot of hand tools $2,000, 2 seats out of a Honda CRX $300, Julie's wooden swing $250, a drill bit sharpener (gray in color) $600, tire spinner and attachments $2,800, a large fan (blue frame with white fan blades and red tips on the end, no motor) $400, 2 burgundy cloth cars seats $400, 2 brand new 8.5hp Wisconsin gas engines black in color horizontal shafts $800, the orginal hood to my 1969 Corvette $5,000, engine parts $2,500, ladder bars for my 1970 El Camino yellow in color $475, headers and V8 swap kit for my 1983 S-10 Blazer $1,200, 1200 Datsun engine $400, Rockwell engine single cylinder with torque converter attached $400, my yellow stock Stearman against the back wall given to me in 1995 (complete) $75,000, ect. There is Safety Kleen wash tank out front $250. A stainless steel hot water pressure washer $1,500

35) Single axel black boat trailer for my Shadow boat $1,500. Several pieces on steel $750 leaning against an old rail road tank. One piece is 5/8" thick and the other is 1 ¼" thick. Set of heavy steel table legs white in color $600.

36) Last known location of my Cat 416 back hoe that I have provided proof that I own $40,000.

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37) This is three 45 foot Conex boxes. The content in these I own including the boxes $9,000. From left to right. This box has my blue golf cart $1,000, a new vertical 60 gallon air compressor from Lowes $700. 1 extra tire for the front of my backhoe GEO name brand $250. Truck parts $375, tools $900, old medical light on stand $100, 2 lawn mower tire on rims $220, a water control manifold for water heated floors in a house $1,100, and more. The second box has a OCT air table $1,800, an Accu Turn brake lathe $3,600, 2 sets of new tires $2,200, a Goodwrench blue tire machine $1,000, a red tire balancer (Coat 1025) $1,500 and a tire balancer for truck tires $3,500, tire tools some new in the box $2,500, wrenches $3,000, 2 jack stands built by Steve Hall $400, silver side by side go cart $500, ect. The third box has a milling machine $3,800, small lathe $2,500, aircraft parts and a small airplane that I brought from CA $18,000.

38) ~~There is a Pontiac G6~~, a 2002 35th Anniversary SS Camaro $8,000 , 2007 Chevrolet dully truck bed with a hiden under bed ball attachment $2,200. Warehouse racks $3,000 and other items. A 120 gallon vertical air compressor tank $1,000 (green in color), a 1943 US Marine "level table" on wooden legs $900.

39) 1987 KW mobile home mover $10,000, old Town Car $700, a CareTree tree spade $10,000.

40) 1983 black Chevrolet S-10 Blazer $4,000.

41) Old tan Mercedes $ 2,000 and old green Caddy $100

42) ~~8 aluminum semi wheels are missing~~

43) John Deere track loader $28,000

44) old band saw $500

45) An air compressor that is in parts with a 120 gallon tank and a new 25 hp electric motor 3 ph $950. And a stainless steel wash tank on legs $1,000. A 450lb anvil with the stand that I got from the Gaston Copper demolition project $3,000 per my brother and sister's appraisal.

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46) My 165 Massy Ferguson tractor $4,500. 4 Nissan aluminum rims. $400.

47) Old brown 300D Mercedes. $700

48) Two old cast iron park grills. $300 and $150

49) 2001 2 dr. S-10 Blazer ZR2 pewter $7,500 and a 2001 4 dr. S-10 Blazer for parts $800

50) Volvo crane truck $8,000. Red 16' rail trailer $3,000

51) Old truck box and content. Consisting of a old hot water pressure washer $450, medical cabinet cream in color $100, a high pressure hydraulic hand pump $500, an Isuzu power unit on a stand with radiator $2,400, a Rotec small aircraft engine $1,000, a spray system with tank and gas engine $600, car parts and seats $300, wooden shelves $800, rolls of new fiber glass $1,000 ect.

52) Tan Chevrolet Impala $1,500

53) This is the "big barn". I have an airplane engine on the mount with the propeller $20,000. 2 wings for one of my Stinson V77 Gullwing. A Piper J-4 fuselage and original instruments with aluminum wheel pants $10,000. My mini bike frame is in the top $50. There is also my 12 foot metal break in the door way $2,500.

54) This is where my large grill was located. I finished building it on November 16th 2001. $3,500, it weighs around 1,500 lbs.

The rest of my property is at "the farm" outside of Moneta, S.C., south of town on hwy 39, on the left about 5 miles before I-20. There is an old house, several old buildings including an old peach shed. At the corner of Mt. Eable and Kneece Mill road, there is a 30'x50' steel building. I have the following contents inside the building.

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55) 1943 Stinson V-77 Gullwing airplane that you can see on the Pawn Stars TV show. The episode was in season 3 called Chumlee's Dummies. The engine was a fresh rebuild (Lycoming 680-300) and I have all the documents $100,000. There is another 1944 Stinson V-77 Gullwing that was my first airplane purchase in September 1995. It had about 10 hours on the engine since major overhaul. It has a Pratt and Whitney 985 – 450hp and came on the aircraft from Stinson. This is a rare airplane. $150,000. There is material in the building to recover the airplane $15,000. There is a 1987 Chevrolet El Camino, real SS choo choo model. It is complete less engine and transmission which are in storage at the lake $25,000. There is an Ford 2.3 turbo engine that has been rebuilt complete with wiring harness and a 5 speed manual transmission $3,800. Car jack $250. shop table $200. Brand new wood burning stove with glass doors $750. A large gray air compressor on a military skid $1,000. Arron engine hoist $1,200. A piece of I-beam steel from a sky rise building about 3 feet long $500. A old metal lathe $3,000.

56) There a 5- 85 foot long building trusses that are all welded together. Each truss weights 10,000 lbs each. The legs are at the lake. These trusses with the legs are valued at $25,000. They came from Winnsboro.

57) There are 9- 50 foot wide roof trusses. They came from Owens Field in Columbia. $9,000

58) In the old peach shed I have a old blue belt driven drill press that is about 8 feet tall. $800

Exhibit A- 14

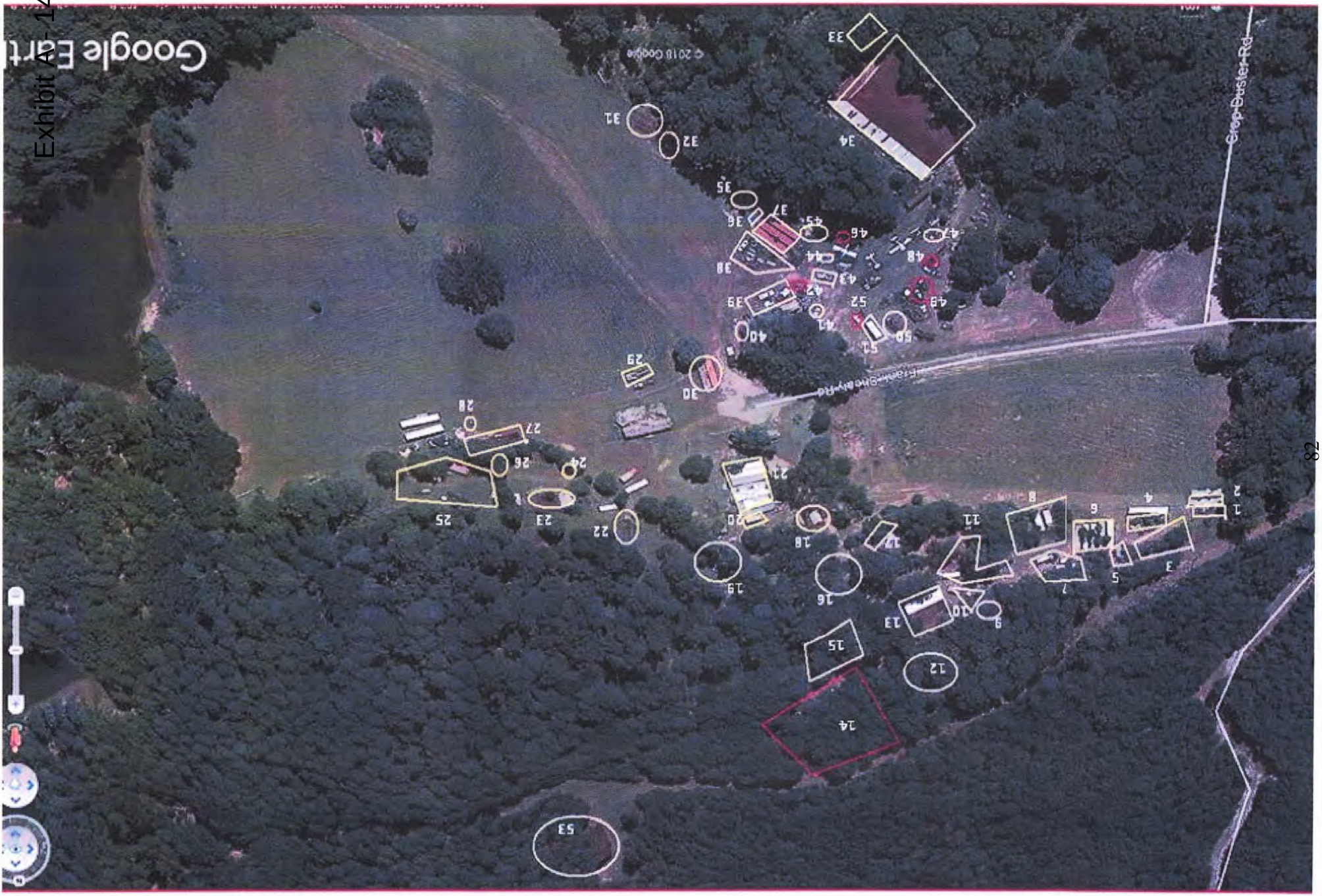
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Exhibit A - 13
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Legend
Untitled Map
Write a description for your map.
#55 shop in Monetta
Kneece Mill Rd
Mt Ebo Rd
108
134
400 ft
Google Earth

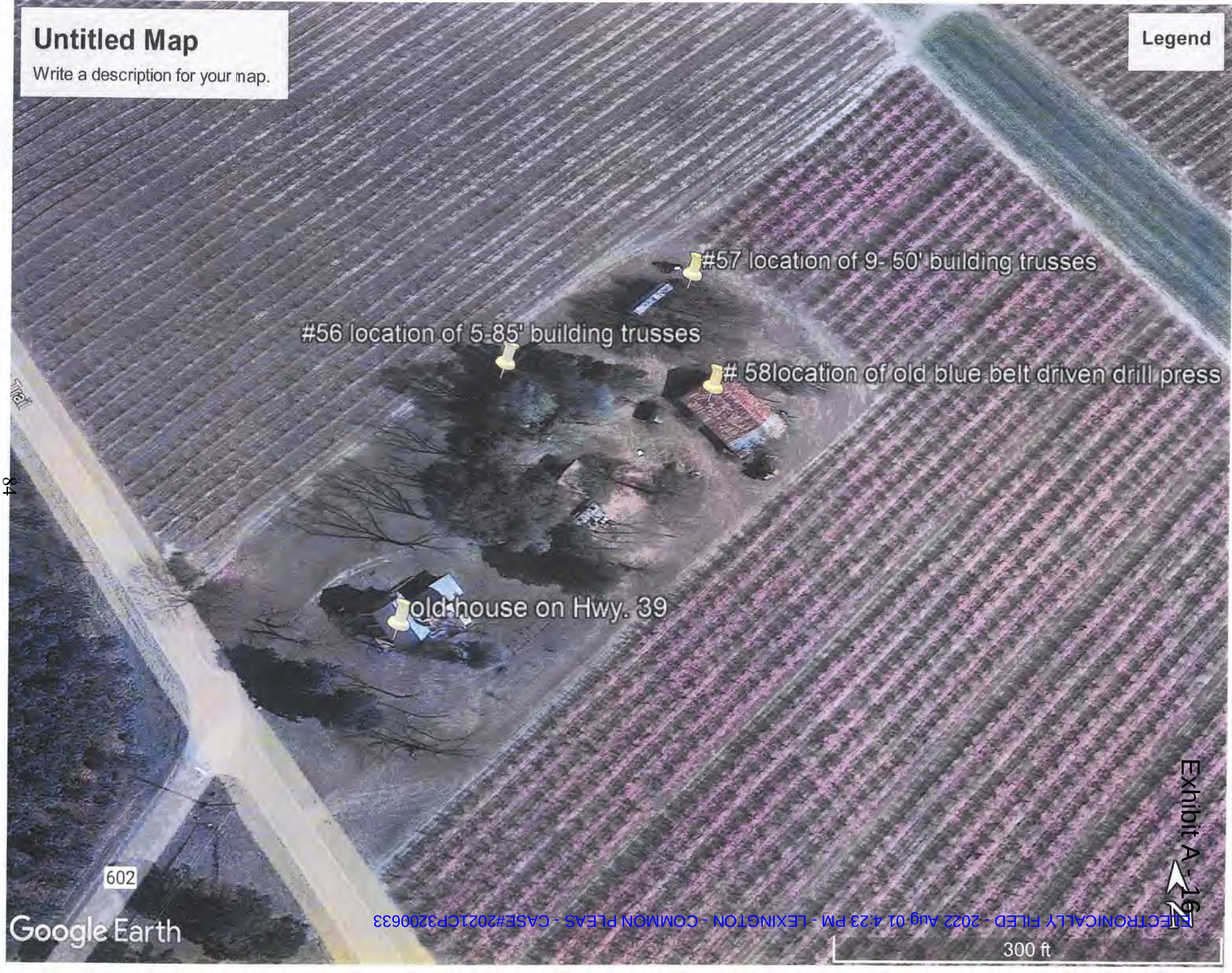

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Exhibit A - 16

84

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Bill of Sale

I Wilson Shealy do agree to the sale of one Caterpillar 416C Tractor Backhoe. For the amount of $9000.00 to the Violet Shealy Properties LLC.

Caterpillar # 5YN04154
Serial # 5HK64963

Signed Wilson Shealy Seller
Wilson Shealy

Notary Jim Crapps 7/9/2018
My Commission Expires 3/3/2019

Signed Wilson Shealy Jr. Buyer
Wilson Shealy Jr. for the
Violet Shealy Properties LLC.

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Bill Of Sale

I Wilson Shealy do agree to the sale of one 8 X 35 Spartan Royal Manor Trailer Serial Number 535AH332 Model 8435 for the sum of $3250.00 to my son Wilson Shealy Jr.

Signed Wilson Shealy Seller

Wilson Shealy

Notary Lyn Crapps 7/9/2018

My Commission Expires 3/3/2019

Signed _____ Buyer

Wilson Shealy Jr.

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Customer Vehicles

Customer Number: 25497541
Customer Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1G8C518B6D0135454	1983	CHEV	BLZ	SU	392EDZ	RP	1	PVOL	04/25/2002	05/31/2006

Title Number: 000000027767881
Status: CURRENT TITLE
Purchase Date: 01/01/1900
Issue Date: 07/31/2002
Dup: N
Print Date: 07/31/2002
Odometer: 186200
Legend: EXCEEDS MECH LIMITS
Salvage %: 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1GCEC14H7SZ139253	1995	CHEV	GMT-400	PK	3112LZ	GT1	5	TFR	03/27/2019	03/31/2020

Title Number: 770560341206236
Status: CURRENT TITLE
Purchase Date: 08/18/2012
Issue Date: 01/11/2018
Dup: N
Print Date: 01/11/2018
Odometer: 75427
Legend: ACTUAL MILEAGE
Salvage %: 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1FUP2CYB1JH337546	1988	FRHT	CONVENTIONAL TRD120		34561F	MFM2	5	ACT	05/09/2019	03/31/2020

Title Number: 770560260602563
Status: CURRENT TITLE
Purchase Date: 03/15/2013
Issue Date: 03/15/2013
Dup: N
Print Date: 03/20/2013
Odometer: 0
Legend: EXEMPT
Salvage %: 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Relationship: OR

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Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

Owner Number: 33087184
Owner Name: SHEALY FARMS

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
3GKEC16T21G265802	2001	GMC	YUKON XL C1500	SU	KDV328	RP1	1	TFR	05/31/2017	05/31/2020

Title Number: 770560278812501
Purchase Date: 12/04/2013
Odometer: 0
Status: CURRENT TITLE
Issue Date: 05/12/2014
Legend: EXEMPT
Dup: N
Salvage %: 75
Print Date: 05/19/2014

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1GCDC14Z5KE237175	1989	CHEV	GMT-400	PK						

Title Number: 770560341205501
Purchase Date: 08/18/2012
Odometer: 94123
Status: CURRENT TITLE
Issue Date: 01/11/2018
Legend: ACTUAL MILEAGE
Dup: N
Salvage %: 0
Print Date: 01/11/2018

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1G8CS18B6D0135454	1983	CHEV	BLAZER	SU						

Title Number: 770560350107028
Purchase Date: 11/25/1997
Odometer: 186427
Status: CURRENT TITLE
Issue Date: 07/09/2018
Legend: EXCEEDS MECH LIMITS
Dup: N
Salvage %: 0
Print Date: 07/09/2018

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1Z8789S416625	1979	CHEV	1Z87	2S						

Title Number: 770560350108331
Purchase Date: 08/21/1998
Status: CURRENT TITLE
Issue Date: 07/09/2018
Dup: N
Print Date: 07/09/2018

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Odometer: 28901 **Legend:** ACTUAL MILEAGE **Salvage %:** 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1946795704521	1969	CHEV	19467	2S						

Title Number: 770560350108158 **Status:** CURRENT TITLE
Purchase Date: 11/25/1995 **Issue Date:** 07/09/2018 **Dup:** N **Print Date:** 07/09/2018
Odometer: 64369 **Legend:** ACTUAL MILEAGE **Salvage %:** 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1NKDL29X5HS339341	1987	KW	CONSTRUCTIONTR							

Title Number: 770560350098151 **Status:** CURRENT TITLE
Purchase Date: 10/01/2009 **Issue Date:** 07/06/2018 **Dup:** N **Print Date:** 07/06/2018
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1GDE6D1B4JV524344	1988	GMC	C6000	TR						

Title Number: 770560350098698 **Status:** CURRENT TITLE
Purchase Date: 02/13/2007 **Issue Date:** 07/06/2018 **Dup:** N **Print Date:** 07/06/2018
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1HSHKG2R1MH351371	1991	INTL	8000 SERIES 8300R							

Title Number: 770560341204173 **Status:** CURRENT TITLE

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Purchase Date: 06/29/2012 **Issue Date:** 01/11/2018 **Dup:** N **Print Date:** 01/11/2018
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1HTMNAAM26H234437	2006	INTL	4000 SERIES 4300	DR	P588457	TR1	5	EXP	02/16/2017	02/28/2019

Title Number: 770560325330820C **Status:** CURRENT TITLE
Purchase Date: 02/16/2017 **Issue Date:** 02/16/2017 **Dup:** N **Print Date:** 02/17/2017
Odometer: 373373 **Legend:** ACTUAL MILEAGE **Salvage %:** 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
3GNBABFW4BS526955	2011	CHEV	HHR	SU	REI232	RP2	1	ACT	05/09/2019	05/31/2021

Title Number: 770320361832431 **Status:** CURRENT TITLE
Purchase Date: 02/20/2019 **Issue Date:** 03/13/2019 **Dup:** N **Print Date:** 03/18/2019
Odometer: 132784 **Legend:** ACTUAL MILEAGE **Salvage %:** 100

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
JNALC20HXVGD60029	1997	UD	UD2300	TK	P511613	TA1	5	ACT	10/29/2018	08/31/2020

Title Number: 770560295804671 **Status:** CURRENT TITLE
Purchase Date: 05/21/2015 **Issue Date:** 05/22/2015 **Dup:** N **Print Date:** 07/29/2015
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Relationship: DBA
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

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Owner Number: 18135044
Owner Name: DAVETTES REFINISHING & REPAIR

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
136800K193783	1970	CHEV	EL CAMINO	PK						

Title Number: 770560350107572
Purchase Date: 10/10/1981
Odometer: 84318
Status: CURRENT TITLE
Issue Date: 07/09/2018
Legend: ACTUAL MILEAGE
Dup: N
Salvage %: 0
Print Date: 07/09/2018

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
JNAMB20H4WGK65097	1998	UD	UD2000	TR						

Title Number: 770560350107416
Purchase Date: 04/01/2002
Odometer: 117751
Status: CURRENT TITLE
Issue Date: 07/09/2018
Legend: ACTUAL MILEAGE
Dup: N
Salvage %: 0
Print Date: 07/09/2018

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1GBG6P1A2FV110478	1985	CHEV	S6000	BU						

Title Number: 770560350108018
Purchase Date: 11/29/2007
Odometer: 241033
Status: CURRENT TITLE
Issue Date: 07/09/2018
Legend: ACTUAL MILEAGE
Dup: N
Salvage %: 0
Print Date: 07/09/2018

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
1G2ZH158864139626	2006	PONT	G6	CP	KDV328	RP1	1	PVOL	05/31/2017	05/31/2020

Title Number: 770560351412260
Purchase Date: 07/02/2015
Odometer: 116080
Status: CURRENT TITLE
Issue Date: 08/02/2018
Legend: ACTUAL MILEAGE
Dup: N
Salvage %: 0
Print Date: 08/02/2018

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Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

VIN	Year	Make	Model	Body	Plate	Class	Type	Status	Decal Exp.	Plate Exp.
3C6UR5DLXGG328810	2016	RAM	2500	PK	3112LZ	GT1	5	ACT	03/27/2019	03/31/2020

Title Number: 770560364938376
Purchase Date: 05/09/2019
Odometer: 7272
Status: CURRENT TITLE
Issue Date: 05/09/2019
Legend: ACTUAL MILEAGE
Dup: N
Salvage %: 0
Print Date: 05/13/2019

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

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Title History

VIN: 136800K193783 **Year:** 1970 **Make:** CHEV **Model:** EL CAMINO **Body:** PK
New/Used: USED **Empty Weight:** 3200

Title Number: 770560350107572 **Status:** CURRENT TITLE
Purchase Date: 10/10/1981 **Issue Date:** 07/09/2018 **Dup:** N
Odometer: 84318 **Legend:** ACTUAL MILEAGE **Salvage %:** 0
Tax Credit: $0.00 **Tax Exemption:** XMO **State Tax Paid:**
Vehicle Brands:
None.

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

Title Number: 000000013739492 **Status:** CANCELLED: CVS
Purchase Date: 10/01/1981 **Issue Date:** 07/09/2018 **Dup:** N
Odometer: 8431 **Legend:** ACTUAL MILEAGE **Salvage %:** 0
Vehicle Brands:
None.

Owner Number: 25496299
Owner Name: SHEALY, VIOLET E
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

End of Report

South Carolina
Department of Motor Vehicles

07/10/2019

GLEISSNER LAW FIRM
1237 GADSDEN ST STE 200A
COLUMBIA, SC 29201-3098

1970 CHEVROLET 136800K193783

Dear SIR:

This letter is in response to your inquiry regarding the above referenced vehicle.

The South Carolina Department of Motor Vehicles does not maintain copies of documents used to support the issuance of a title and/or registration prior to 2004.

If additional information is needed, please contact our Customer Service Unit at the number provided below.

Comments: WE DON'T HAVE THE SUPPORTING DOCUMENTS FOR TITLE # 13739492.

Items Returned:

Customer Service Unit: (803) 896-5000
SC Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016-0024

Customer No.: 034786439
File No.: 026601521

/LMS

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SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**07/09/2018**
Driver License # / Dealer #:	**003092969**
Customer #:	**25497541**
Last Name / Dealer Name:	**SHEALY**
Tag #:	
Title # / Ticket #:	**770560350107572**
Type Code / Dealer Type:	
VIN:	**136800K193783**
Numeric Document Type:	**15**

South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

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(Rev. 02/18)
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Applications can be mailed to: SCDMV P.O. Box 1498 –10311 Wilson Blvd. Blythewood, SC 29016 – 0024. Title will be mailed to the address on record with SCDMV. Visit our website www.scdmvonline.com to verify and correct your mailing address prior to requesting the title or call our Customer Call Center at (803) 896-5000.

I am applying for a (check box that applies): ☐ NEW TITLE AND REGISTRATION ☐ TITLE AND PLATE TRANSFER ☒ TITLE ONLY ☐ LEASED VEHICLE

SECTION A – VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER	TRANSFER PLATE NUMBER
136800K19 3783	

MAKE	YEAR	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
Chev	1970	PKP		032	

ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM RESIDENTIAL ADDRESS)	CITY	STATE	ZIP CODE	COUNTY
		SC		

NEW OR USED	DATE OF PURCHASE	DATE FIRST OPERATED IN SC	ENERGY EFFICIENT MANUFACTURED HOME?	FUEL TYPE (GAS, ELECTRIC)
Used	10-10-1981		☐ YES ☐ NO	

SECTION B – ODOMETER MILEAGE

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads 84,318 (no tenths) and to the best of my knowledge that it reflects the **ACTUAL** mileage of the vehicle described above unless one of the following statements is checked:

WARNING

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I certify that to the best of my knowledge the mileage stated is in excess of its mechanical limits (the odometer started at zero again).

☐ I certify that the odometer reading is not the ACTUAL mileage. **WARNING ODOMETER DISCREPANCY.**

SECTION C – OWNER INFORMATION

LEASING COMPANY NAME ONLY COMPLETE FOR LEASED VEHICLES	PHONE NO.	CONTACT PERSON	CUSTOMER NO.

LEASING COMPANY ADDRESS	CITY	STATE	ZIP CODE	COUNTY

PRIMARY OWNER'S / REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)	CO-OWNER'S / CO-REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)
David Shealy	

PRIMARY OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH	CO-OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH

PRIMARY OWNER'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE	CO-OWNERS'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE
1425 Frank Shealy Rd	SC		

CITY	ZIP CODE	COUNTY	CITY	ZIP CODE	COUNTY
Leesville	29070	Lex			

SHARED OWNERSHIP	DAYTIME PHONE NUMBER	EMAIL ADDRESS
☐ AND ☐ OR		

SECTION D – LIEN INFORMATION

IS THERE A SECOND LIEN? ☐ YES ☐ NO IF YES, COMPLETE FORM 400-L FOR THE SECOND LIEN

CUSTOMER NO.	LIENHOLDER NAME	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER

MAILING ADDRESS	CITY	STATE	ZIPCODE

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South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

Form 400
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SECTION E – SALES TAX / IMF EXEMPTION NEW VEHICLE PURCHASES TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX OR INFRASTRUCTURE MAINTENANCE FEE (IMF) UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF $500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.) NEW RESIDENTS MOVING INTO SC ARE SUBJECT TO THE $250.00 IMF FOR VEHICLES ALREADY TITLED IN THEIR NAME.

TRANSFERRED FROM:		TRANSFERRED AS:	MILITARY:	OTHER:
☒ PARENT	☐ SPOUSE	☐ LEGAL HEIR	☐ ACTIVE DUTY NON RESIDENT	☐ THIS VEHICLE WAS A BONAFIDE GIFT
☐ CHILD	☐ BROTHER/SISTER	☐ BENEFICIARY	☐ SPOUSE/DEPENDENT	TAX CREDIT PAID IN RECIPROCAL STATE: $
☐ GRANDPARENT	☐ GRANDCHILD	☐ DISTRIBUTEE		

SECTION F – SELLER INFORMATION

SELLER OR DEALER NAME	SC DEALER/WHOLESALER NO.	SC SALES TAX NO.	SALES PRICE	TRADE-IN
Violet E. Shealy				
SELLER/DEALER ADDRESS		**CITY**	**STATE**	**ZIPCODE**
Rt. 2 Box 429		Leesville	SC	29070

SECTION G – INSURANCE CERTIFICATION NOT REQUIRED FOR TITLE ONLY

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS **INSURED** BY A **LIABILITY INSURANCE** POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY _____

SECTION H – DONATE LIFE SC YES, I WISH TO DONATE $5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT $_____

SECTION I – SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS.., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

SIGNATURE OF OWNER _____ DATE 7-6-18 SIGNATURE OF CO-OWNER _____ DATE _____

DISCLOSURE STATEMENT REQUIRED FOR VEHICLES 26,000 LBS. OR BUS COMMON CARRIER ONLY.

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN _____ OR FEIN _____

FEES

TITLE FEE: $15.00 **EXPEDITED TITLE FEE:** $20.00 *IF MAILED, CAN NOT BE EXPEDITED*	**TRANSFER FEE:** $10.00 **SALES TAX / IMF:** 5% OF SELLING PRICE OR $500.00 MAX.	FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS: **46 - 60 DAYS LATE - $10.00** **61 - 75 DAYS LATE - $25.00** **76 - 135 DAYS LATE - $50.00** **OVER 135 DAYS LATE - $75.00**

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

☐ DEALER USE ☐ RETAIL ☐ RENTAL

THIS SECTION FOR DMV USE ONLY

PROCESSED BY AND OFFICE # _____ PLATE NUMBER _____

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

MAKE OF VEHICLE	VEHICLE IDENTIFICATION (SERIAL) NUMBER	DO NOT WRITE IN THIS SPACE
Chev	136800K193783	13739492 A

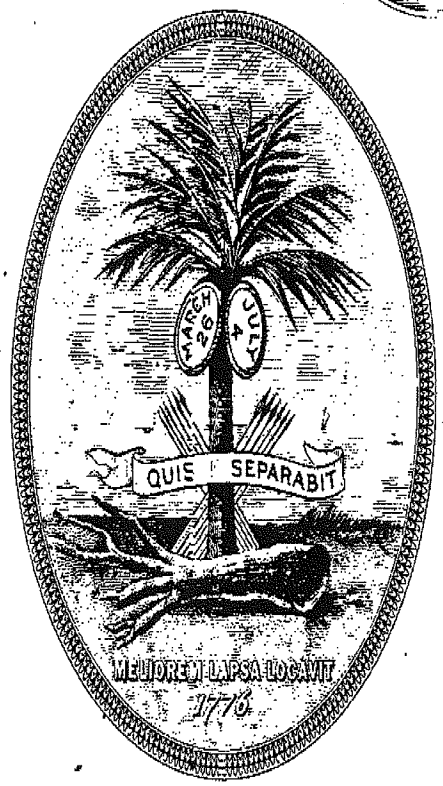
BODY STYLE	MODEL NUMBER	YEAR MAKE	NEW USED	OFFICE USE ONLY	STATE	NO. AXLES
Pkp.		70	U	13294826C	SC	3

NAME	VEHICLE WEIGHT
Violet E. Shealy	032
STREET ADDRESS OR ROUTE	ODOMETER MILEAGE
R-2, Box 429	8431.8

CITY	STATE	ZIP CODE	COUNTY
Leesville	SC	29070	Lex

VEHICLE IS SUBJECT TO THE FOLLOWING LIENS

1ST LIEN	DATE
None	AMOUNT
CITY STATE	
2 ND LIEN	DATE
ADDRESS	AMOUNT
3 RD LIEN	DATE
ADDRESS	AMOUNT



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND THE SEAL OF THE SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION.

THE SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION HEREBY CERTIFIES THAT ON APPLICATION DULY MADE, THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

THIS CERTIFICATE OF TITLE IS ISSUED PURSUANT TO CHAPTER 19, TITLE 56, 1978 SOUTH CAROLINA CODE OF LAWS AS AMENDED AND IS SUBJECT TO ALL OF THE PROVISIONS THEREOF.

E. B. Rudin, Jr.
DIRECTOR MOTOR VEHICLE DIVISION

Paul W. Cobb
CHIEF COMMISSIONER

DATED October 1, 1981

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

©SECURITY-COLUMBIAN UNITED STATES BANKNOTE CORPORATION

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ASSIGNMENT OF TITLE

To be filled in by Seller and delivered with vehicle to the Purchaser. Application for new certificate of title must be made by Purchaser on Form 400 and immediately filed with the Motor Vehicle Division, Department of Highways and Public Transportation, Columbia, South Carolina.

Date of Sale 10-10 19 81

For value received, I/we hereby assign, transfer and convey unto David Shealy
Name

1425 Frank Shealy Rd. Leesville S.C. 29070
Street No. City State Zip Code

the motor vehicle described on the reverse side of this certificate, and I/we hereby warrant the title to said Motor Vehicle and that same is free of all liens and encumbrances except

NONE
(List here any mortgages, liens or encumbrances not noted on face of certificate)

Sworn to and subscribed before me at _____, this the _____ day of _____ 19____

I certify that the odometer reading is 84,318 miles/kilometers. Check one only:

- [x] 1. To the best of my knowledge, the odometer reading stated reflects the actual cumulative distance traveled by the vehicle described herein.
- [ ] 2. The odometer reading stated is in excess of 99,999.
- [ ] 3. The odometer reading stated does not reflect the actual cumulative distance traveled.

Under the terms of the Federal Motor Vehicle Information and Cost Savings Act (Public Law 92-513) and applicable state law, incorrect information may result in civil liability and civil or criminal penalties.

Notary Public

Violet E. Shealy
Signature of Seller

RELEASE OF FIRST LIEN

The undersigned, holder of first lien on the motor vehicle described on the reverse side of the certificate does hereby state that the first lien and encumbrance described in said certificate of title is released and discharged.

Name of Lienholder Authorized Agent Date of Release

STATE OF _____, County of _____. Sworn and subscribed before me this _____ Day of _____ 19____.

Notary Public (Seal)

NOTE: Section 56-19-680, Code of Laws, 1978, as amended, requires that upon satisfaction and release of lien, this title should be mailed promptly to the Department of Highways and Public Transportation, Motor Vehicle Division, Columbia, South Carolina. The Department will then note the satisfaction on its records and mail the title to the second lienholder, or if none, to the registered owner.

CERTIFICATION BY REGISTERED DEALER

The undersigned registered dealer hereby certifies that title to the motor vehicle described on the face of the Certificate of Title was transferred to _____,

on the _____ day of _____, 19____, and that the vehicle described is subject to the following lien:

Name of Lienholder _____ Date _____ Amount _____

I certify that the odometer reading is _____ miles/kilometers. Check one only:

- [ ] 1. To the best of my knowledge, the odometer reading stated reflects the actual cumulative distance traveled by the vehicle described herein.
- [ ] 2. The odometer reading stated is in excess of 99,999.
- [ ] 3. The odometer reading stated does not reflect the actual cumulative distance traveled.

Under the terms of the Federal Motor Vehicle Information and Cost Savings Act (Public Law 92-513) and applicable state law, incorrect information may result in civil liability and civil or criminal penalties.

Dealer's License No. Signature Registered Dealer

5603941

Title History

VIN: 1G8CS18B6D0135454 **Year:** 1983 **Make:** CHEV **Model:** BLAZER **Body:** SU
New/Used: USED **Empty Weight:** 32000

Title Number: 770560350107028 **Status:** CURRENT TITLE
Purchase Date: 11/25/1997 **Issue Date:** 07/09/2018 **Dup:** N
Odometer: 186427 **Legend:** EXCEEDS MECH LIMITS **Salvage %:** 0
Tax Credit: $0.00 **Tax Exemption:** XFA **State Tax Paid:**
Vehicle Brands:
None.

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

Title Number: 000000027784390 **Status:** CANCELLED: CVS
Purchase Date: **Issue Date:** 11/06/1997 **Dup:** N
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0
Vehicle Brands:
None.

Owner Number: 100
Owner Name: DVM HDQTR CONVERSION
Owner Address: 955 PARK ST COLUMBIA SC, 292013959 290709559

End of Report

100

Exhibit C - 14

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South Carolina
Department of Motor Vehicles

07/10/2019

GLEISSNER LAW FIRM
1237 GADSDEN ST STE 200A
COLUMBIA, SC 29201-3098

1983 CHEVROLET 1G8CS18B6D0135454

Dear SIR:

This letter is in response to your inquiry regarding the above referenced vehicle.

The South Carolina Department of Motor Vehicles does not maintain copies of documents used to support the issuance of a title and/or registration prior to 2004.

If additional information is needed, please contact our Customer Service Unit at the number provided below.

Comments: WE DON'T HAVE THE SUPPORTING DOCUMENTS FOR TITLE # 27784390.

Items Returned:

Customer Service Unit: (803) 896-5000
SC Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016-0024

Customer No.: 034786439
File No.: 026601465

/LMS

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ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**07/09/2018**
Driver License # / Dealer #:	**003092969**
Customer #:	**25497541**
Last Name / Dealer Name:	**SHEALY**
Tag #:	
Title # / Ticket #:	**770560350107028**
Type Code / Dealer Type:	
VIN:	**1G8CS18B6D0135454**
Numeric Document Type:	**15**

South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

Form 400
(Rev. 02/18)
1

Applications can be mailed to: SCDMV P.O. Box 1498 –10311 Wilson Blvd. Blythewood, SC 29016 – 0024. Title will be mailed to the address on record with SCDMV. Visit our website www.scdmvonline.com to verify and correct your mailing address prior to requesting the title or call our Customer Call Center at (803) 896-5000.

I am applying for a (check box that applies): ☐ NEW TITLE AND REGISTRATION ☐ TITLE AND PLATE TRANSFER ☒ TITLE ONLY ☐ LEASED VEHICLE

SECTION A – VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER	TRANSFER PLATE NUMBER
1G8CS18B6D0135454	

MAKE	YEAR	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
Chev	83	SWG	BLZ	032	

ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM RESIDENTIAL ADDRESS)	CITY	STATE	ZIP CODE	COUNTY
		SC		

NEW OR USED	DATE OF PURCHASE	DATE FIRST OPERATED IN SC	ENERGY EFFICIENT MANUFACTURED HOME?	FUEL TYPE (GAS, ELECTRIC)
U			☐ YES ☐ NO	

SECTION B – ODOMETER MILEAGE

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads 186,427 (no tenths) and to the best of my knowledge that it reflects the **ACTUAL** mileage of the vehicle described above unless one of the following statements is checked:

WARNING

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I certify that to the best of my knowledge the mileage stated is in excess of its mechanical limits (the odometer started at zero again).

☐ I certify that the odometer reading is not the ACTUAL mileage. **WARNING ODOMETER DISCREPANCY.**

SECTION C – OWNER INFORMATION

LEASING COMPANY NAME (ONLY COMPLETE FOR LEASED VEHICLES)	PHONE NO.	CONTACT PERSON	CUSTOMER NO.

LEASING COMPANY ADDRESS	CITY	STATE	ZIP CODE	COUNTY

PRIMARY OWNER'S / REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)	CO-OWNER'S / CO-REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)
David Shealy	

PRIMARY OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH	CO-OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH

PRIMARY OWNER'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE	CO-OWNERS'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE
1425 Frank Shealy Rd	SC		

CITY	ZIP CODE	COUNTY	CITY	ZIP CODE	COUNTY
Leesville	29070	SC			

SHARED OWNERSHIP	DAYTIME PHONE NUMBER	EMAIL ADDRESS
☐ AND ☐ OR		

SECTION D – LIEN INFORMATION

IS THERE A SECOND LIEN? ☐ YES ☐ NO IF YES, COMPLETE FORM 400-L FOR THE SECOND LIEN

CUSTOMER NO.	LIENHOLDER NAME	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER

MAILING ADDRESS	CITY	STATE	ZIPCODE

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South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

Form 400
(Rev. 02/18)
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SECTION E – SALES TAX / IMF EXEMPTION NEW VEHICLE PURCHASES TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX OR INFRASTRUCTURE MAINTENANCE FEE (IMF) UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF $500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.) NEW RESIDENTS MOVING INTO SC ARE SUBJECT TO THE $250.00 IMF FOR VEHICLES ALREADY TITLED IN THEIR NAME.

TRANSFERRED FROM:		TRANSFERRED AS:	MILITARY:	OTHER:
☒ PARENT	☐ SPOUSE	☐ LEGAL HEIR	☐ ACTIVE DUTY NON RESIDENT	☐ THIS VEHICLE WAS A BONAFIDE GIFT
☐ CHILD	☐ BROTHER/SISTER	☐ BENEFICIARY	☐ SPOUSE/DEPENDENT	TAX CREDIT PAID IN RECIPROCAL STATE: $
☐ GRANDPARENT	☐ GRANDCHILD	☐ DISTRIBUTEE		

SECTION F – SELLER INFORMATION

SELLER OR DEALER NAME	SC DEALER/WHOLESALER NO.	SC SALES TAX NO.	SALES PRICE	TRADE-IN
Wilson Shealy				
SELLER/DEALER ADDRESS		**CITY**	**STATE**	**ZIPCODE**
1425 Frank Shealy Rd		Leesville	SC	29070

SECTION G – INSURANCE CERTIFICATION NOT REQUIRED FOR TITLE ONLY

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS **INSURED** BY A **LIABILITY INSURANCE** POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY _____

SECTION H – DONATE LIFE SC YES, I WISH TO DONATE $5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT $_____

SECTION I – SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS... I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. **MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)**

_____ 2018 _____
SIGNATURE OF OWNER DATE SIGNATURE OF CO-OWNER DATE

DISCLOSURE STATEMENT REQUIRED FOR VEHICLES 26,000 LBS. OR BUS COMMON CARRIER ONLY.

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN _____ OR FEIN _____

FEES

TITLE FEE: $15.00 **EXPEDITED TITLE FEE:** $20.00 *IF MAILED, CAN NOT BE EXPEDITED*	**TRANSFER FEE:** $10.00 **SALES TAX / IMF:** 5% OF SELLING PRICE OR $500.00 MAX.	FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS: **46 - 60 DAYS LATE - $10.00** **61 - 75 DAYS LATE - $25.00** **76 - 135 DAYS LATE - $50.00** **OVER 135 DAYS LATE - $75.00**

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

☐ DEALER USE ☐ RETAIL ☐ RENTAL

THIS SECTION FOR DMV USE ONLY

PROCESSED BY AND OFFICE # PLATE NUMBER

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ELECTRONICALLY FILED - 2022-04-27 04:57:41 - LEXINGTON - COMMON PLEAS - CASE# 2022CP3200900

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	BODY STYLE	MODEL
1G8CS1886D0135454	83	CHEV	SWG	BLZ

WEIGHT	NEW/USED	TITLE NUMBER	ODOMETER	DATE ISSUED
032	USED	27784390	186,200 *	11-06-1997

FULL NAME OF OWNER(S)
SHEALY WILSON
1425 FRANK SHEALY RD
LEESVILLE SC 29070

VEHICLE BRAND(S)
*EXCEEDS MECHANICAL LIMITS

FIRST LIENHOLDER
BB&T
309 COLUMBIA AV ATTN RISINGER
LEXINGTON SC 29072
DATE OF LIEN 10-03-1997

1ST LIEN RELEASED 11/20/97
DATE
BY Judy J Fuller BSH
AUTHORIZED AGENT

THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

WILLIAM E. GUNN
INTERIM DIRECTOR
DEPT. OF PUBLIC SAFETY

DAVID M. BEASLEY
GOVERNOR

KEEP IN SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

29091890

Exhibit C - 20

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

Assignment of a Vehicle

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT
ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this 25 day of NOV Yr. 1997 to:

DAVid Shealy | 1425 Frank Shealy Rd. | Leesville | SC | and is subject to the following lien:
Name | Street | City | State | Zip Code

NONE
Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

186,427-
Odometer Reading (No Tenths)

CAUTION: Read carefully before you check one of the following:
____ 1. The mileage stated is in excess of its mechanical limits.
____ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Date of Sale 11-25-97
Sale Price $ _____
Less Trade-In _____
Taxable Total $ _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) David Shealy

Hand Print Name(s) of Buyer(s) DAVid Shealy

1425 Frank Shealy Rd Leesville

Signature(s) of Seller(s) X Wilson Shealy

Hand Print Name(s) of Seller(s) Wilson Shealy

Address 1425 Frank Shealy Rd
Leesville, SC

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

Name | Street | City | State | Zip Code and is subject to the following lien:

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (No Tenths)

CAUTION: Read carefully before you check one of the following:
____ 1. The mileage stated is in excess of its mechanical limits.
____ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Buyer(s) _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

Name | Street | City | State | Zip Code and is subject to the following lien:

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (No Tenths)

CAUTION: Read carefully before you check one of the following:
____ 1. The mileage stated is in excess of its mechanical limits.
____ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Buyer(s) _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

Name | Street | City | State | Zip Code and is subject to the following lien:

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

Odometer Reading (No Tenths)

CAUTION: Read carefully before you check one of the following:
____ 1. The mileage stated is in excess of its mechanical limits.
____ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name(s) of Buyer(s) _____

Signature(s) of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RE-TITLE BEFORE DISPOSAL

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Title History

VIN: 1NKDL29X5HS339341 **Year:** 1987 **Make:** KW **Model:** CONSTRUCTIO **Body:** TR
New/Used: USED **Empty Weight:** 16820

Title Number: 770560350098151 **Status:** CURRENT TITLE
Purchase Date: 10/01/2009 **Issue Date:** 07/06/2018 **Dup:** N
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0
Sale Price: $100.00 **Trade-In Amount:** $0.00 **Sales Tax Number:** 0
Vehicle Brands:
None.

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

Title Number: 770560209008443 **Status:** CANCELLED: CVS
Purchase Date: 08/03/2009 **Issue Date:** 08/14/2009 **Dup:** N
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0
Sale Price: $5,000.00 **Trade-In Amount:** $0.00 **Sales Tax Number:** 0
Vehicle Brands:
None.

Owner Number: 25497271
Owner Name: SHEALY, ROGER REAGIN
Owner Address: 1100 LEWIE RD GILBERT SC, 290549557290709559

Title Number: 770080108362668 **Status:** CANCELLED: CVS
Purchase Date: 02/22/2003 **Issue Date:** 02/25/2003 **Dup:** N
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0
Sale Price: $10,000.00 **Trade-In Amount:** $0.00 **Sales Tax Number:** 0
Vehicle Brands:
None.

Owner Number: 25206687
Owner Name: REED, MICHAEL SHANE
Owner Relationship: DBA
Owner Address: 1206 ELLINGTON ST MYRTLE BEACH SC, 295774903

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Owner Number: 18105128
Owner Name: LOWCOUNTRY MHM

End of Report

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ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**07/06/2018**
Driver License # / Dealer #:	**003092969**
Customer #:	**25497541**
Last Name / Dealer Name:	**SHEALY**
Tag #:	
Title # / Ticket #:	**770560350098151**
Type Code / Dealer Type:	
VIN:	**1NKDL29X5HS339341**
Numeric Document Type:	**15**

South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

Form 400
(Rev. 02/18)
1

Applications can be mailed to: SCDMV P.O. Box 1498 –10311 Wilson Blvd. Blythewood, SC 29016 – 0024. Title will be mailed to the address on record with SCDMV. Visit our website www.scdmvonline.com to verify and correct your mailing address prior to requesting the title or call our Customer Call Center at (803) 896-5000.

I am applying for a (check box that applies): ☐ NEW TITLE AND REGISTRATION ☐ TITLE AND PLATE TRANSFER ☒ TITLE ONLY ☐ LEASED VEHICLE

SECTION A – VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER	TRANSFER PLATE NUMBER
1NKDL29X5HS339341	

MAKE	YEAR	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
KW	87	TK	CONSTR	16820	

ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM RESIDENTIAL ADDRESS)	CITY	STATE	ZIP CODE	COUNTY
		SC		

NEW OR USED	DATE OF PURCHASE	DATE FIRST OPERATED IN SC	ENERGY EFFICIENT MANUFACTURED HOME?	FUEL TYPE (GAS, ELECTRIC)
used	10/1/2009		☐ YES ☐ NO	

SECTION B – ODOMETER MILEAGE

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads _____ (no tenths) and to the best of my knowledge that it reflects the **ACTUAL** mileage of the vehicle described above unless one of the following statements is checked:

WARNING

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☑ EXEMPT

☐ I certify that to the best of my knowledge the mileage stated is in excess of its mechanical limits (the odometer started at zero again).

☐ I certify that the odometer reading is not the ACTUAL mileage. **WARNING ODOMETER DISCREPANCY.**

SECTION C – OWNER INFORMATION

LEASING COMPANY NAME – ONLY COMPLETE FOR LEASED VEHICLES	PHONE NO.	CONTACT PERSON	CUSTOMER NO.

LEASING COMPANY ADDRESS	CITY	STATE	ZIP CODE	COUNTY

PRIMARY OWNER'S / REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)	CO-OWNER'S / CO-REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)
David Shealy	

PRIMARY OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH	CO-OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH

PRIMARY OWNER'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE	CO-OWNERS'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE
1425 Frank Shealy Rd	SC		

CITY	ZIP CODE	COUNTY	CITY	ZIP CODE	COUNTY
Leesville	29070	Lex			

SHARED OWNERSHIP	DAYTIME PHONE NUMBER	EMAIL ADDRESS
☐ AND ☐ OR		

SECTION D – LIEN INFORMATION

IS THERE A SECOND LIEN? ☐ YES ☐ NO IF YES, COMPLETE FORM 400-L FOR THE SECOND LIEN

CUSTOMER NO.	LIENHOLDER NAME	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER

MAILING ADDRESS	CITY	STATE	ZIPCODE

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South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

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SECTION E – SALES TAX / IMF EXEMPTION

NEW VEHICLE PURCHASES TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX OR INFRASTRUCTURE MAINTENANCE FEE (IMF) UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF $500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.) NEW RESIDENTS MOVING INTO SC ARE SUBJECT TO THE $250.00 IMF FOR VEHICLES ALREADY TITLED IN THEIR NAME.

TRANSFERRED FROM:		TRANSFERRED AS:	MILITARY:	OTHER:
☐ PARENT	☐ SPOUSE	☐ LEGAL HEIR	☐ ACTIVE DUTY NON RESIDENT	☐ THIS VEHICLE WAS A BONAFIDE GIFT
☐ CHILD	☐ BROTHER/SISTER	☐ BENEFICIARY	☐ SPOUSE/DEPENDENT	TAX CREDIT PAID IN RECIPROCAL STATE: $ _____
☐ GRANDPARENT	☐ GRANDCHILD	☐ DISTRIBUTEE		

SECTION F – SELLER INFORMATION

SELLER OR DEALER NAME	SC DEALER/WHOLESALER NO.	SC SALES TAX NO.	SALES PRICE	TRADE-IN
Roger Reagin Shealy			$100.00	
SELLER/DEALER ADDRESS		**CITY**	**STATE**	**ZIPCODE**
1100 Lewie Rd		Gilbert	SC	29054

SECTION G – INSURANCE CERTIFICATION NOT REQUIRED FOR TITLE ONLY

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY _____

SECTION H – DONATE LIFE SC YES, I WISH TO DONATE $5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT $_____

SECTION I – SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. **MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)**

SIGNATURE OF OWNER _____ DATE 7-6-18

SIGNATURE OF CO-OWNER _____ DATE

DISCLOSURE STATEMENT REQUIRED FOR VEHICLES 26,000 LBS. OR BUS COMMON CARRIER ONLY.

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN _____ OR FEIN _____

FEES

TITLE FEE: $15.00 EXPEDITED TITLE FEE: $20.00 *IF MAILED, CAN NOT BE EXPEDITED*	TRANSFER FEE: $10.00 SALES TAX / IMF: 5% OF SELLING PRICE OR $500.00 MAX.	FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS: 46 - 60 DAYS LATE - $10.00 61 - 75 DAYS LATE - $25.00 76 - 135 DAYS LATE - $50.00 OVER 135 DAYS LATE - $75.00

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

☐ DEALER USE ☐ RETAIL ☐ RENTAL

THIS SECTION FOR DMV USE ONLY

CT / 56

PROCESSED BY AND OFFICE # PLATE NUMBER

ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1NKDL29X5HS339341	1987	KW	CONSTR	USED

BODY STYLE	DATE	ODOMETER	WEIGHT	TITLE NUMBER
TK	08/14/2009	0	16820	770560209008443

VEHICLE BRAND(S)
EXEMPT

FULL NAME OF OWNER(S)
SHEALY, ROGER REAGIN
1100 LEWIE RD
GILBERT SC 290549557

CUSTOMER NUMBER: **25497271**

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

37597372

ELECTRONICALLY FILED - 2022 Aug 01 4:29 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT
ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this 1 day of OCT Yr. 2009 to:
David Sheely 1425 Frank Sheely Rd Leesville SC 29070
Name Street City State Zip Code and is subject to the following lien.

Name of Lienholder Address Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:
(STOP) DO NOT check one of the following unless it applies.
Odometer Reading (NO TENTHS) 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the ACTUAL mileage.
WARNING: ODOMETER DISCREPANCY

Date of Sale 10-1-09
Sale Price $ 1600
Less Trade-in
Balance Total $

I am aware of the above odometer certification made by the seller(s)
Signature(s) of Buyer(s) Signature(s) of Seller(s)
Hand Print Name of Buyer(s) David Sheely Hand Print Name of Seller(s) Robin Sheely
Address 1425 Frank Sheely Rd Leesville SC 29070

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this day of Yr. to:
Name Street City State Zip Code and is subject to the following lien.

Name of Lienholder Address Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:
(STOP) DO NOT check one of the following unless it applies.
Odometer Reading (NO TENTHS) 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the ACTUAL mileage.
WARNING: ODOMETER DISCREPANCY
Dealer/Wholesaler/Auctions License Number

I am aware of the above odometer certification made by the seller(s)
Signature(s) of Buyer(s) Signature(s) of Seller(s)
Hand Print Name of Buyer(s) Hand Print Name of Seller(s)
Address

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this day of Yr. to:
Name Street City State Zip Code and is subject to the following lien.

Name of Lienholder Address Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:
(STOP) DO NOT check one of the following unless it applies.
Odometer Reading (NO TENTHS) 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the ACTUAL mileage.
WARNING: ODOMETER DISCREPANCY
Dealer/Wholesaler/Auctions License Number

I am aware of the above odometer certification made by the seller(s)
Signature(s) of Buyer(s) Signature(s) of Seller(s)
Hand Print Name of Buyer(s) Hand Print Name of Seller(s)
Address

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this day of Yr. to:
Name Street City State Zip Code and is subject to the following lien.

Name of Lienholder Address Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:
(STOP) DO NOT check one of the following unless it applies.
Odometer Reading (NO TENTHS) 1. The mileage stated is in excess of its mechanical limits.
2. The odometer reading is not the ACTUAL mileage.
WARNING: ODOMETER DISCREPANCY
Dealer/Wholesaler/Auctions License Number

I am aware of the above odometer certification made by the seller(s)
Signature(s) of Buyer(s) Signature(s) of Seller(s)
Hand Print Name of Buyer(s) Hand Print Name of Seller(s)
Address

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL

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SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**08-14-2009**
Driver License # / Dealer #:	
Customer #:	**25497271**
Last Name / Dealer Name:	**SHEALY**
Tag #:	
Title #:	**770560209008443**
Type Code / Dealer Type:	
VIN:	**1NKDL29X5HS339341**
Numeric Document Type:	**15**

[redacted]

APPLICATION FOR CERTIFICATE OF TITLE/REGISTRATION

S.C. Department of Public Safety
Division of Motor Vehicles
P.O. Box 1498
Columbia, S.C. 29216

STAPLE HERE ONLY
Original Title _____
Duplicate Title _____
Purchase Tag _____
Transfer Tag _____

PLEASE READ INSTRUCTIONS

If you intend to operate this vehicle, you MUST purchase a license plate or transfer a license plate.
Please see instructions "A" or "C" below.

A. IF LICENSE TAG IS TO BE PURCHASED:
(1) Complete Section 1, 2, 4, 5*, and 6 of this application and submit:
(2) a.. Manufacturer's Statement of Origin, or title** properly assigned to new owner , (if out-of-state title is held by lienholder, submit out-of-state registration).
b. Certified Odometer Mileage Statement for each sale.
c. Paid property tax receipt from county of residence for vehicle being registered.
d. Fee - See Fee Schedule (Casual Excise or Use Tax is not included***).
(3) If applying by mail, use zip code 29216-0019.

B. IF APPLYING FOR DUPLICATE TITLE:
Original title was: (check one only)
_____ Lost _____ Stolen, or _____ Mutilated
(1) Complete Sections 1, 6, and 7* of this application.
(2) If title has been mutilated, title must be submitted.
(3) Submit fee of $5.00.
(4) If applying by mail, use zip code 29216-0024.

C. IF LICENSE TAG IS BEING TRANSFERRED (Same Owner's Name)
(1) Complete Sections 1, 2, 4, 5* and 7.
(2) Submit the following:
a. Title** or Manufacturer's Statement of Origin properly assigned to new owner.
b. Certified Odometer Mileage Statement from previous owner.
c. Previous registration in same registered owner's name.
d. Fee - See Fee Schedule
(3) If applying by mail, use zip code 29216-0019.

D. IF APPLYING FOR ONLY A TITLE:
(1) Complete Section 1, 3*, 4*, 5*, 6 and 7* of this application.
(2) Previous title** properly assigned (lien properly satisfied).
(3) Submit fee of $5.00 (Casual Excise or Use Tax is not included***).
(4) If applying by mail, use zip code 29216-0026.
NOTE: A copy of this application for a mobile home must be filed with the County Auditor's Office in which the mobile home is titled.

FEE SCHEDULE
Personal checks accepted in applicant's name only.
DO NOT SEND CASH.

Passenger cars - $24.00 fee (Persons 65 years of age or older or persons who are disabled, $20.00 upon proof by driver's license number, department issued identification card number or social security number _____)
Date of Birth _____
If disabled, attach a statement from a medical doctor as to the permanency of the disability. Placard # _____
Motorcycles - $10.00 fee
Utility or Camper Trailers - $10.00 fee
Trailers with empty weight in excess of 2500 lbs. - $20.00 fee
Trucks, Truck-Trailers and Road Tractors (All Property Carrying Vehicles)

GROSS VEHICLE WEIGHT	FEE
0001-4000	$30.00
4001-5000	$40.00
5001-6000	$60.00
6001-7000	$70.00
7001-8000	$80.00
8001-9000	$90.00

(Schedule of fees for over 9000 lbs. furnished upon request)
Transfer - $3.00 fee (Additional fees may be due when transferring a plate to a truck.)
Title - $5.00
PENALTY FEES - (In addition to regular fees)
Failure to register within 45 days is as follows:
46 to 75 days - $ 5.00
76 to 135 days - $10.00
Over 135 days - $25.00

20-W

DMV USE ONLY

CLASS	RATED BY
	XLT
19__ LIC. FEE	
19__ LIC. FEE	
Use or Excise Tax	
Penalty	250.00
Wt. Increase	
Transfer 19__	5
Title	5
Gift of Life Fund	1
Total	285.00

* Additional information only if applicable.
** S.C. Title dated prior to June, 1989 must be signed over on back and be accompanied by a Bill of Sale.
*** 5% of selling price ($300.00 maximum)

SECTION 1 ENTIRE FORM TO BE TYPED OR PRINTED IN BLACK INK

Make of Vehicle: KENW	Year Make: 1987	Title Number (DO NOT WRITE IN THIS BLOCK)			
Model No.: 3934	New ___ Used ✓	Vehicle Identification Number: 1NKDL29X5HS339341			
Body Style: TR	Veh. Wgt.: 16820	Odometer Mileage: 723520	Surrendered Title No.: 7700801083626 68	State: SC	
Name of Owner(s): Rosen Sheely					
Street Address (For Special Mailing, use lower right corner): 1100 Lewie Rd					
City: Gilbert	State: SC	Zip Code: 29054	County: Lex		
Vehicle is subject to the following liens:			Date:		
1st lien					
Address					
City	State	Zip Code			
2nd lien			Date:		
Address					
City	State	Zip Code			

Vehicle Tag No.	Tag (Validation) No.
Exp. Date of Tag	Gross Wgt.
Date Brought Into S.C./Date Established Residency	Date Acquired: Aug 3, 2009
City Limits: Yes ___ No ✓	
Vehicle Used (Check One): ✓ Privately ___ Commercially	Date First Operated
From Whom Vehicle Purchased (Check One): ___ Dealer ✓ Individual	
Dealer's / Wholesaler's Number	
Sales Price: $5000.00	
Sales Tax No.	
Name of Seller	
Address	
City / State / Zip Code	
Special Mailing Address of New Owner	
City / State / Zip Code	

FORM 400 (REV. 1/96)

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SECTION 2 INSURANCE CERTIFICATION

Under penalties of perjury, I declare that this vehicle is insured with the company named below, and I will maintain liability insurance throughout the registration period.

_____

Name of Insurance Company

SECTION 3 SALVAGE VEHICLE INFORMATION

The vehicle described on this application is: (Check One) ___Rebuildable ___Non-Rebuildable (These vehicles may not be re-titled)

Furthermore, the vehicle sustained the following damage:
___Collision ___ Fire ___Water ___Stolen (Recovered) ___Stolen (Unrecovered)

SECTION 4 ODOMETER MILEAGE STATEMENT

I state that the odometer now reads 123520 (no tenths) and to the best of my knowledge that it reflects the ACTUAL MILEAGE of the vehicle described herein, UNLESS one of the following statements is checked.

CAUTION: Read Carefully - Check One of the Following Only if it Applies

_____ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in EXCESS of its mechnical limits.
_____ 2. I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY

WARNING: Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

SECTION 5 CASUAL SALES TAX EXEMPTION

Vehicles purchased from individuals and titled in South Carolina are subject to an excise tax unless exempt. The tax is 5% of the sales price up to a maximum of $300.00. (Mobile homes are calculated differently)

EXEMPTIONS

___✓___ Vehicle transferred from: (check one)

___mother ___father ___wife ___husband ___son ___daughter ___sister ___brother ___✓grandparent ___grandchild

_____ This vehicle is transferred to me as: (check one) ___legal heir ___beneficiary ___distributee

_____ I am a non-resident military person

_____ Bonafide gift

SECTION 6 STATEMENT OF TITLE HELD FOR LIEN

I certify that this vehicle is titled by the state of _____and that the certificate of title is being held for the payment of a lien or chattel mortgage.

_____

Name and Complete Address of Lienholder or lending Agency

SECTION 7 SIGNATURE OF OWNER

Under penalties of perjury, I declare that I am the owner of this vehicle and request that a South Carolina certificate of title and/or registration be issued. I further certify that the information on this application is correct to the best of my knowledge. The vehicle is subject to the liens named and no others.

_____

Signature of Owner(s) - must be signed in ink by each owner or authorized agent

SECTION 8 SATISFACTION OF LIENS

SATISFACTION OF FIRST LIEN
This is to certify that the lien against the vehicle has been fully satisfied on

_____ Yr. _____

NAME OF LIENHOLDER

_____

By_____

Title _____

SATISFACTION OF SECOND LIEN
This is to certify that the lien against the vehicle has been fully satisfied on

_____ Yr. _____

NAME OF LIENHOLDER

_____

By_____

Title _____

ELECTRONICALLY FILED - 2022 Aug 01 4:23 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR MAKE	MODEL	NEW/USED
1NKDL29X5HS339341	1987 KENW	39341	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TR	03-03-2003		16820	770080108362668

VEHICLE BRAND(S)
EXEMPT

FULL NAME OF OWNER(S)
REED, MICHAEL SHANE DBA
LOWCOUNTRY MHM
120 SCOTCH RANGE RD
SUMMERVILLE SC 294839535

CUSTOMER NUMBER: 025206687

THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

B. BOYKIN ROSE, DIRECTOR
DEPT. OF PUBLIC SAFETY

MARK SANFORD, GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

033393811

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②

REMOVE SIDE EDGES FIRST
THEN SLIDE FINGER UNDER LONG EDGE TO OPEN

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

****NOTICE: ANY ALTERATIONS OR ERASURE VOIDS THE ASSIGNMENT**** ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this 3 day of Aug year 2021 to:

Shealy's Recycling Services LLC 1100 Lewis Rd Gilbert SC 29054 and is subject to the following lien

Name | Street | City | State | Zip Code

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:
STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) 723520

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Date of Sale	Aug 3, 2021
Sales Price	$ 5000.00
Less Trade-In	0
Taxable Total	$ 5000.00

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) [signature]

Hand Print Name of Buyer(s) Regen Shealy

Signature of Seller(s) [signature]

Hand Print Name(s) of Seller(s) Michael Shane Reed

Address 120 Scotch Range Rd. Summerville SC

ASSIGNMENTS BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

_____ and is subject to the following lien

Name | Street | City | State | Zip Code

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

_____ and is subject to the following lien

Name | Street | City | State | Zip Code

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL

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[redacted]

SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**02-25-2003**
Driver License # / Dealer #:	**0**
Customer #:	**25206687**
Last Name / Dealer Name:	**REED**
Tag #:	**P287920**
Title #:	**770080108362668**
Type Code / Dealer Type:	
VIN:	**1NKDL29X5HS339341**
Numeric Document Type:	**15**

[redacted]

APPLICATION FOR CERTIFICATE OF TITLE/REGISTRATION

S.C. Department of Public Safety - DMV
P.O. Box 1498
Columbia, S.C. 29216

STAPLE HERE ONLY
Original Title _____
Duplicate Title _____
Purchase Tag _____
Transfer Tag _____

PLEASE READ INSTRUCTIONS

If you intend to operate this vehicle, you MUST purchase a license plate or transfer a license plate.
Please see instructions "A" or "C" below.

A. IF LICENSE TAG IS TO BE PURCHASED:
(1) Complete Section 1, 2, 4, 5*, and 6 of this application and submit:
(2) a. Manufacturer's Statement of Origin, or title** properly assigned to new owner, (if out-of-state title is held by lienholder, submit out-of-state registration).
b. Certified Odometer Mileage Statement for each sale.
c. Paid property tax receipt from county of residence for vehicle being registered. ****
d. Fee - See Fee Schedule (Casual Excise or Use Tax is not included***).
(3) If applying by mail, use zip code 29216-0019.

B. IF APPLYING FOR DUPLICATE TITLE:
Original title was: (check one only)
_____ Lost _____ Stolen, or _____ Mutilated
(1) Complete Sections 1, 6, and 7* of this application.
(2) If title has been mutilated, title must be submitted.
(3) Submit fee of $5.00.
(4) If applying by mail, use zip code 29216-0024.

C. IF LICENSE TAG IS BEING TRANSFERRED (Same Owner's Name)
(1) Complete Sections 1, 2, 4, 5* and 6.
(2) Submit the following:
a. Title** or Manufacturer's Statement of Origin properly assigned to new owner.
b. Certified Odometer Mileage Statement from previous owner.
c. Previous registration in same registered owner's name.
d. Fee - See Fee Schedule
(3) If applying by mail, use zip code 29216-0019.

D. IF APPLYING FOR ONLY A TITLE:
(1) Complete Section 1, 3*, 4*, 5*, 6 and 7* of this application.
(2) Previous title** properly assigned (lien properly satisfied).
(3) Submit fee of $5.00 (Casual Excise or Use Tax is not included***).
(4) If applying by mail, use zip code 29216-0026.
NOTE: A copy of this application for a mobile home must be filed with the County Auditor's Office in which the mobile home is titled.

FEE SCHEDULE - DO NOT SEND CASH
Personal checks accepted in applicant's name only.
You may be eligible to pay an uninsured motorist's fee. Information on this program will be furnished upon request.
Passenger cars - $24.00 fee (Persons 64 years of age $22.00, 65 or older or disabled $20.00, upon proof by driver's license number, department issued identification card number or social security number _____)
Date of Birth _____
If disabled, attach a statement from a medical doctor as to the permanency of the disability. Placard # _____
Motorcycles - $10.00 fee
Utility or Camper Trailers - $10.00 fee
Trailers with empty weight in excess of 2500 lbs. - $20.00 fee
Trucks, Truck-Trailers and Road Tractors (All Property Carrying Vehicles)****

GROSS VEHICLE WEIGHT	FEE
0001-4000	$30.00
4001-5000	$40.00
5001-6000	$60.00
6001-7000	$70.00
7001-8000	$80.00
8001-9000	$90.00

(Over 9000 GVW upon request)
Transfer - $3.00 fee (Additional fees may be due when transferring a plate to a truck.)
Title - $5.00
PENALTY FEES - (In addition to regular fees)
Failure to register within 45 days is as follows:
46 to 60 days - $10.00
61 to 75 days - $25.00
76 to 135 days - $50.00
Over 135 days - $75.00

DMV USE ONLY

CLASS	RATED BY
TR	08H
Expedite Title Fee	
Expedite Reg. Fee	
LIC. FEE	754.00
Uninsured Fee	
Use or Excise Tax	300.00
Penalty	
Wt. Increase	
Transfer	
Title	10.00
Gift of Life Fund	
TOTAL FEES	1064.00

*Additional information only if applicable.
**S.C. Title dated prior to June, 1989 must be signed over on back and be accompanied by a Bill of Sale.
***5% of selling price ($300.00 maximum)
****Trucks over 26,000 GVW and buses 16 passengers or more for hire must show SSN or FEIN, but tax receipt is not required.

SECTION 1 — FORM TO BE TYPED (MINIMUM FONT SIZE 14) OR PRINTED LEGIBLY IN BLACK INK

Make of Vehicle: Kenworth	Year Make: 1987	Title Number (DO NOT WRITE IN THIS BLOCK)		
Model No	New ___ Used ✓	Vehicle Identification Number: 1NKDL29X5HS335341		
Body Style: TR	Veh. Wgt.: 16,000	Odometer Mileage: 600,000	Surrendered Title No.: 7191427	State: FL

Name of Owner(s): Michael S Reed DBA/ LowCountry M/H Movers
Street Address (For Special Mailing, Use Lower Right Corner): 120 Scott Range Rd.
City: Summerville State: S.C. Zip Code: 29483 County: Dorchester
Vehicle is subject to the following liens Date:
1st Lien
Address
City State Zip Code
2nd Lien Date:
Address
City State Zip Code

Vehicle Tag No.: P287920	Tag (Validation) No.
Exp. Date of Tag	Gross Wgt.: 50,000
Date Brought Into S.C./Date Established Residency	Date Acquired: 2-22-03
City Limits Yes ✓ No ___	FEIN/Social Security No./Driver License No.
Vehicle Used (Check One) ✓ Privately ✓ Commercially	Date First Operated

From Whom Vehicle Purchased (Check One)
___ Dealer ✓ Individual
S.C. Dealer's/Wholesaler's Number _____
Sales Price: 10,000.00
Sales Tax Number _____
Name of Seller: Howard Dallas Lanier
Address: 1701 W Socrum Loop Rd.
City: Lakeland State: FL Zip Code: 33810
Special Mailing of New Owner: P.O. Box 1891
City: Summerville State: S.C. Zip Code: 29484

Form 400 (Rev. 2/02)

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SECTION 2-INSURANCE CERTIFICATION

Under penalties of perjury, I declare that this vehicle is insured with the company named below and I will maintain liability insurance throughout the registration period.

DEEPSouth / CT Lawlor Clarendon National Ins Co

Name of Insurance Company

SECTION 3-SALVAGE VEHICLE INFORMATION

The vehicle described on this application is: (Check One) __Rebuildable __Non-Rebuildable (These vehicles may not be re-titled)

Furthermore, the vehicle sustained the following damage: __Collision __ Fire __ Water __Stolen (Recovered) __Stolen (Unrecovered)

Calculate the Salvage Percentage: Pre-damaged Value ____

Estimate for Repairs ____

Percentage ____

SECTION 4-ODOMETER MILEAGE STATEMENT

I state that the odometer now reads 122,000 no tenths; and to the best of my knowledge that it reflects the

ACTUAL MILEAGE of the vehicle described herein. **UNLESS** one of the following statements is checked.

STOP! **DO NOT check one of the following unless it applies.**

____1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in EXCESS of its mechanical limits.

____2. I hereby certify that the odometer reading is NOT the actual mileage WARNING: ODOMETER DISCREPANCY

WARNING: Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

SECTION 5-CASUAL SALES TAX EXEMPTION

Vehicles purchased from individuals and titled in South Carolina are subject to an excise tax unless exempt. The tax is 5% of the sales price up to a maximum of $300.00. (Mobile homes are calculated differently)

_____ I, _____ (Signature of Owner), am not entitled to a sales tax exemption

_____ Vehicle transferred from: (check one)

__mother __father __wife __husband __son __daughter __sister __brother __grandparent __grandchild

_____ This vehicle is transferred to me as: (check one) __legal heir __beneficiary __distributee

_____ I am a non-resident military person

_____ Bonafide gift

SECTION 6-SIGNATURE OF OWNER

Under penalties of perjury, I declare that I am the owner of this vehicle and request that a South Carolina certificate of title and/or registration be issued. I further certify that the information on this application is correct to the best of my knowledge. The vehicle is subject to the liens named and no others.

Michael Rust 2-25-03

Signature of Owner(s) - must be signed in ink by each owner or authorized agent Date

SECTION 7-SATISFACTION OF LIENS

SATISFACTION OF FIRST LIEN

This is to certify that the lien against the vehicle has been fully satisfied on

_____ Yr. ____

NAME OF LIENHOLDER

_____

By _____

Title _____

SATISFACTION OF SECOND LIEN

This is to certify that the lien against the vehicle has been fully satisfied on

_____ Yr. ____

NAME OF LIENHOLDER

_____

By _____

Title _____

SECTION 8 - GIFT OF LIFE TRUST FUND

Do you wish to donate an additional $1.00 or more to the Gift of Life Trust Fund? ☐ Yes ☐ No

Amount _____

56-3-240 (South Carolina Code of Laws) - The Department shall obtain the federal employer identification number or social security number when a vehicle is registered with a gross vehicle weight of more than 26,000 pounds or as a bus common carrier. The Driver's Privacy Protection Act of 1994 (DPPA), 18 USC Section 2721-2725 restricts the disclosure of personal information contained in our records

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1NKDL29X5HS339341	1987	KW		TR	16820		71914271

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
FL	WHI				PVT	07/30/1997

ODOMETER STATUS OR VESSEL MANUFACTURER	HULL MATERIAL	PROP	DATE OF ISSUE
EXEMPT			11/13/2000

REGISTERED OWNER
HOWARD DALLAS LANIER
1701 W SOCRUM LOOP RD
LAKELAND FL 33810-1418

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE DATE

1ST LIENHOLDER

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

William T. Joyce

WILLIAM T. JOYCE
DIRECTOR

Control Number 46907743

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Fred O. Dickinson III

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to

Purchaser Michael S. Reed DBA LowCountry M/H Movers Address 126 Scotch Range Rd. Summerville S.C. 29485

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads 666000xx (no tenths) Selling Price $ 10,000.00 Date Sold 2-22-03

miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser Michael Reed

Printed Name of Purchaser Michael Reed

Signature of Co-Purchaser _____

Printed Name of Co-Purchaser _____

Signature of Seller Howard Dallas Lanier

Printed Name of Seller Howard Dallas Lanier

Signature of Co-Seller _____

Printed Name of Co-Seller _____

(When Applicable)

Selling Dealer's License Number _____ Tax No. _____ Tax Collected $ _____

Auction Name _____ License Number _____

VOID IF ALTERED

HSMV 82250 (REV 4-00) STATE OF FLORIDA

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ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

FIRST ASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No. _____ Dealer's Name _____ Tax No. _____ Tax Collected _____

Selling Dealer's Address _____

I/We warrant this title and certify that the vehicle described hereon has been transferred on date(s) _____ to the following:

Name(s): _____ Address: _____

I/We state that this [ ] 5 or [ ] 6 digit odometer now reads [ ][ ][ ][ ][ ][ ] (no tenths) and to the best of my/our knowledge it reflects the actual mileage of the vehicle described hereon unless one of the statements below is checked.

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

[ ] I hereby certify that to the best of my/our knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

[ ] The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature of Purchaser _____ Print Name _____

Co-Purchaser _____ Co-Purchaser _____

Seller/Agent _____ Seller/Agent _____

Auction Name (When Applicable) _____ Driver's No. _____

SECOND ASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No. _____ Dealer's Name _____ Tax No. _____ Tax Collected _____

Selling Dealer's Address _____

I/We warrant this title and certify that the vehicle described hereon has been transferred on date(s) _____ to the following:

Name(s): _____ Address: _____

I/We state that this [ ] 5 or [ ] 6 digit odometer now reads [ ][ ][ ][ ][ ][ ] (no tenths) and to the best of my/our knowledge it reflects the actual mileage of the vehicle described hereon unless one of the statements below is checked.

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

[ ] I hereby certify that to the best of my/our knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

[ ] The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature of Purchaser _____ Print Name _____

Co-Purchaser _____ Co-Purchaser _____

Seller/Agent _____ Seller/Agent _____

Auction Name (When Applicable) _____ Driver's No. _____

THIRD ASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No. _____ Dealer's Name _____ Tax No. _____ Tax Collected _____

Selling Dealer's Address _____

I/We warrant this title and certify that the vehicle described hereon has been transferred on date(s) _____ to the following:

Name(s): _____ Address: _____

I/We state that this [ ] 5 or [ ] 6 digit odometer now reads [ ][ ][ ][ ][ ][ ] (no tenths) and to the best of my/our knowledge it reflects the actual mileage of the vehicle described hereon unless one of the statements below is checked.

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

[ ] I hereby certify that to the best of my/our knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

[ ] The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature of Purchaser _____ Print Name _____

Co-Purchaser _____ Co-Purchaser _____

Seller/Agent _____ Seller/Agent _____

Auction Name (When Applicable) _____ Driver's No. _____

NOTICE: $10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

APPLICATION FOR TITLE BY NEW OWNER

I make application for a new certificate of title and registration to transfer if applicable, for said motor vehicle or vessel which now has been assigned to me. Date, name and address of each lienholder. If NONE, write NONE. Record additional liens on Form HSMV 82139. FEID# _____ or FEI DL# _____ and Date of Birth _____

Lienholder's Name _____ Date of Lien _____

Address _____ State _____ Zip _____

THIS VEHICLE WILL BE USED AS [ ] TAXICAB [ ] POLICE CAR [ ] LEASED [ ] PRIVATE

I/WE HEREBY CERTIFY THAT THE VEHICLE TO BE TITLED WILL NOT BE OPERATED ON THE PUBLIC HIGHWAYS OF THIS STATE

I/We state that this [ ] 5 or [ ] 6 digit odometer now reads [ ][ ][ ][ ][ ][ ] (no tenths) and to the best of my/our knowledge that reflects the actual mileage of the vehicle described hereon unless one of the statements below is checked.

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

[ ] I hereby certify that to the best of my/our knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

[ ] The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

_____ NOTE - When joint ownership, please indicate "and" or "or" between names. If no indication "and" will be shown.

(PRINT/TYPE NAME OF PURCHASER(S) IDENTICALLY AS SIGNED BELOW)

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHYSICAL ADDRESS _____ CITY _____ STATE _____ ZIP _____ License Plate No. _____

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE

Signature of 1st Purchaser _____ (First Name, Middle Initial, Last Name) [ ] RESIDENT [ ] NONRESIDENT [ ] TN Florida DL # or FEID# _____ First Purchaser's Date of Birth

Signature of Co-Purchaser _____ (First Name, Middle Initial, Last Name) [ ] RESIDENT [ ] NONRESIDENT [ ] TN Florida DL # or FEID# _____ Second Purchaser's Date of Birth

Title History

VIN: 1GDE6D1B4JV524344 **Year:** 1988 **Make:** GMC **Model:** C6000 **Body:** TR
New/Used: USED **Empty Weight:** 9000

Title Number: 770560350098698 **Status:** CURRENT TITLE
Purchase Date: 02/13/2007 **Issue Date:** 07/06/2018 **Dup:** N
Odometer: 0 **Legend:** EXEMPT **Salvage %:** 0
Tax Credit: $0.00 **Tax Exemption:** BGI **State Tax Paid:**
Vehicle Brands:
None.

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

Title Number: 770320166575508 **Status:** CANCELLED: CVS
Purchase Date: 09/15/2006 **Issue Date:** 10/16/2006 **Dup:** N
Odometer: 138050 **Legend:** EXCEEDS MECH LIMITS **Salvage %:** 0
Sale Price: $1,000.00 **Trade-In Amount:** $0.00 **Sales Tax Number:** 0
Vehicle Brands:
None.

Owner Number: 24671959
Owner Name: MILLER, RODNEY ALLEN
Owner Relationship: OR
Owner Address: 3620 PELHAM ROAD APT 313 GREENVILLE SC, 29615
Owner Number: 24676585
Owner Name: MILLER, SARAH LOUISE

Title Number: 770320116992597 **Status:** CANCELLED: CVS
Purchase Date: 08/07/2003 **Issue Date:** 09/18/2003 **Dup:** N
Odometer: 107865 **Legend:** EXCEEDS MECH LIMITS **Salvage %:** 0
Sale Price: $0.00 **Trade-In Amount:** $0.00 **Sales Tax Number:** 32153749
Vehicle Brands:
None.

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Owner Number: 24811648
Owner Name: MURRAY, DARRELL LEE
Owner Address: 236 CANDLELIGHT DR WEST COLUMBIA SC, 291701040

End of Report

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SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**07/06/2018**
Driver License # / Dealer #:	**003092969**
Customer #:	**25497541**
Last Name / Dealer Name:	**SHEALY**
Tag #:	
Title # / Ticket #:	**770560350098698**
Type Code / Dealer Type:	
VIN:	**1GDE6D1B4JV524344**
Numeric Document Type:	**15**

South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

Form 400
(Rev. 02/18)
1

Applications can be mailed to: SCDMV P.O. Box 1498 –10311 Wilson Blvd. Blythewood, SC 29016 – 0024. Title will be mailed to the address on record with SCDMV. Visit our website www.scdmvonline.com to verify and correct your mailing address prior to requesting the title or call our Customer Call Center at (803) 896-5000.

I am applying for a (check box that applies): ☐ NEW TITLE AND REGISTRATION ☐ TITLE AND PLATE TRANSFER ☒ TITLE ONLY ☐ LEASED VEHICLE

SECTION A – VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER	TRANSFER PLATE NUMBER
1GDE6D1B4JV524344	

MAKE	YEAR	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
GMC	1988	TK	TC6D04	9000	

ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM RESIDENTIAL ADDRESS)	CITY	STATE	ZIP CODE	COUNTY
		SC		

NEW OR USED	DATE OF PURCHASE	DATE FIRST OPERATED IN SC	ENERGY EFFICIENT MANUFACTURED HOME?	FUEL TYPE (GAS, ELECTRIC)
Used	2-13-07		☐ YES ☐ NO	

SECTION B – ODOMETER MILEAGE

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads 141,327 (no tenths) and to the best of my knowledge that it reflects the **ACTUAL** mileage of the vehicle described above unless one of the following statements is checked:

WARNING

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☒ EXEMPT

☐ I certify that to the best of my knowledge the mileage stated is in excess of its mechanical limits (the odometer started at zero again).

☐ I certify that the odometer reading is not the ACTUAL mileage. **WARNING ODOMETER DISCREPANCY.**

SECTION C – OWNER INFORMATION

LEASING COMPANY NAME (ONLY COMPLETE FOR LEASED VEHICLES)	PHONE NO.	CONTACT PERSON	CUSTOMER NO.

LEASING COMPANY ADDRESS	CITY	STATE	ZIP CODE	COUNTY

PRIMARY OWNER'S / REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)	CO-OWNER'S / CO-REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)
David Shealy	

PRIMARY OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH	CO-OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH

PRIMARY OWNER'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE	CO-OWNERS'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE
1425 Frank Shealy Rd	SC		

CITY	ZIP CODE	COUNTY	CITY	ZIP CODE	COUNTY
Leesville	29070	Lex			

SHARED OWNERSHIP	DAYTIME PHONE NUMBER	EMAIL ADDRESS
☐ AND ☐ OR		

SECTION D – LIEN INFORMATION

IS THERE A SECOND LIEN? ☐ YES ☐ NO IF YES, COMPLETE FORM 400-L FOR THE SECOND LIEN

CUSTOMER NO.	LIENHOLDER NAME	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER

MAILING ADDRESS	CITY	STATE	ZIPCODE

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South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

Form 400
(Rev. 02/18)
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SECTION E – SALES TAX / IMF EXEMPTION NEW VEHICLE PURCHASES TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX OR INFRASTRUCTURE MAINTENANCE FEE (IMF) UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF $500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.) NEW RESIDENTS MOVING INTO SC ARE SUBJECT TO THE $250.00 IMF FOR VEHICLES ALREADY TITLED IN THEIR NAME.

TRANSFERRED FROM:		TRANSFERRED AS:	MILITARY:	OTHER:
☐ PARENT	☐ SPOUSE	☐ LEGAL HEIR	☐ ACTIVE DUTY NON RESIDENT	☑ THIS VEHICLE WAS A BONAFIDE GIFT
☐ CHILD	☐ BROTHER/SISTER	☐ BENEFICIARY	☐ SPOUSE/DEPENDENT	TAX CREDIT PAID IN RECIPROCAL STATE: $
☐ GRANDPARENT	☐ GRANDCHILD	☐ DISTRIBUTEE		

SECTION F – SELLER INFORMATION

SELLER OR DEALER NAME	SC DEALER/WHOLESALER NO.	SC SALES TAX NO.	SALES PRICE	TRADE-IN
Rodney Allen Miller			0	
SELLER/DEALER ADDRESS		**CITY**	**STATE**	**ZIPCODE**
132 Walter Rawl Rd		Lexington	SC	290729665

SECTION G – INSURANCE CERTIFICATION NOT REQUIRED FOR TITLE ONLY

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS **INSURED** BY A **LIABILITY INSURANCE** POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY _____

SECTION H – DONATE LIFE SC YES, I WISH TO DONATE $5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT $_____

SECTION I – SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. **MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)**

SIGNATURE OF OWNER _____ DATE 7-6-18

SIGNATURE OF CO-OWNER _____ DATE _____

DISCLOSURE STATEMENT REQUIRED FOR VEHICLES 26,000 LBS. OR BUS COMMON CARRIER ONLY.

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN _____ OR FEIN _____

FEES

TITLE FEE: $15.00 EXPEDITED TITLE FEE: $20.00 *IF MAILED, CAN NOT BE EXPEDITED*	**TRANSFER FEE:** $10.00 **SALES TAX / IMF:** 5% OF SELLING PRICE OR $500.00 MAX.	FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS: **46 - 60 DAYS LATE - $10.00** **61 - 75 DAYS LATE - $25.00** **76 - 135 DAYS LATE - $50.00** **OVER 135 DAYS LATE - $75.00**

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

☐ DEALER USE ☐ RETAIL ☐ RENTAL

THIS SECTION FOR DMV USE ONLY

LT 56

PROCESSED BY AND OFFICE # _____ PLATE NUMBER _____

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STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1GDE6D1B4JV524344	1988	GMC	TC6D04	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TK	10-23-2006	138,050	9000	770320166575508

VEHICLE BRAND(S)
EXCEEDS LIMITS

FULL NAME OF OWNER(S)
MILLER, RODNEY ALLEN OR
MILLER, SARAH LOUISE OR
132 WALTER RAWL RD
LEXINGTON SC 290729665

CUSTOMER NUMBER: 024671959

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

0373532

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②
REMOVE SIDE EDGES FIRST
THEN SLIDE FINGER UNDER LONG EDGE TO OPEN

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
NOTICE: ANY ALTERATIONS OR ERASURE VOIDS THE ASSIGNMENT ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this 13 day of Feb year 2007 to:

David Sheehy 1425 Frank Sheehy Rd. Leesville, SC 29070 and is subject to the following lien
Name | Street | City | State | Zip Code

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:
STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) 141,327

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Date of Sale 2/13/17
Sales Price $ 0
Less Trade-In
Payable

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) David Sheehy

Hand Print Name of Buyer(s) David Sheehy

Signature of Seller(s) Rodney Allen Miller

Hand Print Name(s) of Seller(s) Rodney Allen Miller

Address 132 Walker Hall Rd. Lex, SC 29072

ASSIGNMENTS BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

_____ and is subject to the following lien
Name | Street | City | State | Zip Code

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

_____ and is subject to the following lien
Name | Street | City | State | Zip Code

Name of Lienholder | Address | Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL

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SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**10-16-2006**
Driver License # / Dealer #:	
Customer #:	**24671959**
Last Name / Dealer Name:	**MILLER**
Tag #:	
Title #:	**770320166575508**
Type Code / Dealer Type:	
VIN:	**1GDE6D1B4JV524344**
Numeric Document Type:	**15**

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SCDMV

Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home
Form 400 (Rev.10/05)
For more information, visit our website at **www.scdmvonline.com** or call our Customer Call Center at (803)896-5000.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional $20.00 fee. Please print or type in black ink only. **DO NOT SEND CASH.**

☐ **NEW TITLE & REGISTRATION**
1) Manufacturer Statement of Origin (MSO) or Title.
2) Paid Property Tax Receipt
3) **$15.00** title fee and regular registration fee.
4) Sales Tax (5% of selling price or $300.00 max.)
5) Insurance Information

☐ **TITLE AND PLATE TRANSFER**
1) Manufacturer Statement of Origin (MSO) or Title.
2) List Previous Tag #_____
3) Previous registration in owner's name.
4) **$15.00** title + **$10.00** transfer fee
5) Sales Tax (5% of selling price or $300.00 max.)
6) Insurance Information

☐ **MOBILE OR MANUFACTURED HOME**
1) Manufacturer Statement of Origin (MSO) or Title.
2) Consumer Insulation Report required for $300.00 sales tax cap, if mobile home is energy efficient.
3) **$15.00** title fee

☑ **TITLE ONLY**
1) Manufacturer Statement of Origin (MSO) or Title.
2) **$15.00** title fee
3) Sales Tax (5% of selling price or $300.00 max.)

☐ **DUPLICATE TITLE**
1) ___ Lost ___ Stolen or ___ Destroyed Title
2) **$15.00** title fee.

☐ **LEASED VEHICLE**
1) Do not complete Section 3. Complete Section 4 and all other applicable sections.

MAIL YOUR APPLICATION TO:
SCDMV
P.O. Box 1498
Blythewood, SC 29016 - 0024

SECTION 1 - VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
1GDE6D1B4JV524344	GMC	1988	TK	TC6D04	9000	19000

SECTION 2 - ODOMETER MILEAGE

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS 138050 (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE **ACTUAL MILEAGE** OF THE VEHICLE DESCRIBED ABOVE **UNLESS** ONE OF THE FOLLOWING STATEMENTS IS CHECKED:

STOP **DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.**

☐ EXEMPT

☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. **WARNING ODOMETER DISCREPANCY.**

SECTION 3 - OWNER INFORMATION

Your complete legal name must be used on all title and registration documents.

OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN NO.			DATE OF BIRTH
Rodney A. or Sarah L. Miller					
CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SHARED OWNERSHIP ☐ AND ☑ OR	CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN NO.			DATE OF BIRTH
RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE	ZIP CODE	COUNTY	
132 Walter Rawl Rd	Lexington	SC	29072		
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE	COUNTY	
Same					
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE	COUNTY	
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)		EXPIRATION OF TEMPORARY ADDRESS		

SECTION 4 - LEASING INFORMATION

Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.

ADDRESS	CITY	STATE	ZIP CODE

NAME OF LEASEE (PERSON LEASING VEHICLE)	DRIVER LICENSE NO., SOC. SEC. NO. OR FEIN NO.	DATE OF BIRTH

RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE	ZIP CODE	COUNTY
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE	COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE	COUNTY

SECTION 5 - LIEN INFORMATION

CUSTOMER NO. OR FEIN NO.	LIENHOLDER NAME (FIRST LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER

MAILING ADDRESS	CITY	STATE	ZIP CODE

CUSTOMER NO. OR FEIN NO.	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER

MAILING ADDRESS	CITY	STATE	ZIP CODE

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SECTION 6 - SATISFACTION OF LIEN

SATISFACTION OF FIRST LIEN
THIS IS TO CERTIFY THAT THE LIEN AGAINST THE VEHICLE HAS BEEN FULLY SATISFIED ON:

DATE _____

NAME OF LIEN HOLDER _____

CERTIFIED BY _____

TITLE _____

SATISFACTION OF SECOND LIEN
THIS IS TO CERTIFY THAT THE LIEN AGAINST THE VEHICLE HAS BEEN FULLY SATISFIED ON:

DATE _____

NAME OF LIEN HOLDER _____

CERTIFIED BY _____

TITLE _____

SECTION 7 - SALES TAX EXEMPTION

Complete this section if you are entitled to a sales tax exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF $300.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

☐ THE VEHICLE WAS TRANSFERRED FROM: ◯ MY PARENT ◯ MY SPOUSE ◯ MY CHILD ◯ MY BROTHER/SISTER ◯ MY GRANDPARENT ◯ MY GRANDCHILD

☐ THE VEHICLE WAS TRANSFERRED TO ME AS: ◯ LEGAL HEIR ◯ BENEFICIARY ◯ DISTRIBUTEE

☐ I AM NON-RESIDENT MILITARY PERSONNEL ☐ THE VEHICLE WAS A BONAFIDE GIFT

SECTION 8 - ADDITIONAL INFORMATION

DATE OF PURCHASE	DATE FIRST OPERATED IN S.C.	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME?
15 Sept 06		☐ YES ☐ NO
NEW OR USED?	**PRIOR TITLE NUMBER**	**PRIOR TITLE STATE**
Used		

THE VEHICLE DESCRIBED ON THIS APPLICATION IS: ☐ REBUILDABLE ☐ NON-REBUILDABLE

THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE: ☐ COLLISION ☐ FIRE ☐ WATER ☐ STOLEN (RECOVERED) ☐ STOLEN (UNRECOVERED)

AGENCY REFERENCE NUMBER

SALVAGE% _____

Calculate the Salvage Percentage: Predamaged Value _____ Estimate for Repairs _____ Percentage _____

SECTION 9 - SELLER INFORMATION

SELLER OR DEALER NAME	SC DEALER/WHOLESALER NUMBER	SC SALES TAX NUMBER	SALES PRICE
Murray, Darrell Lee			1000.00

ADDRESS	CITY	STATE	ZIP CODE
236 Candlelight Dr	West Columbia	SC	29170

SECTION 10 - INSURANCE CERTIFICATION

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS **INSURED** BY A **LIABILITY INSURANCE** POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY State Farm

SECTION 11 - GIFT OF LIFE TRUST FUND

DO YOU WISH TO DONATE AN ADDITIONAL $1.00 OR MORE TO THE GIFT OF LIFE TRUST FUND? ☐ YES ☐ NO AMOUNT $ _____

SECTION 12 - SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS.

SIGNATURE OF OWNER (S) MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE) DATE

DISCLOSURE STATEMENT

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

PENALTY FEES

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:
46 - 60 DAYS LATE - $10.00 61 - 75 DAYS LATE - $25.00 76 - 135 DAYS LATE - $50.00 OVER 135 DAYS LATE - $75.00

THIS SECTION FOR DMV USE ONLY

STAMP VEHICLE BRANDS

RATED BY	MB	**TRANSACTION FEES**	
OFFICE/OFFICE NUMBER	32	EXPEDITED FEE	WEIGHT INCREASE
PLATE NUMBER		LICENSE FEE	TRANSFER
EXPIRATION DATE		UNINSURED FEE	TITLE 15
PLATE CLASS		USE OR SALES TAX 50	GIFT OF LIFE FUND
SUSPENSE REASON		PENALTY	TOTAL 65.

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STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER
1GDE6D1B4JV524344

YEAR MAKE
1988 GMC

MODEL
TC6D04

NEW/USED
USED

BODY STYLE
TK

DATE ISSUED
09-23-2003

ODOMETER
107,865

WEIGHT
9000

TITLE NUMBER
770320116992597

VEHICLE BRAND(S)
EXCEEDS LIMITS

CUSTOMER NUMBER: 024811648

FULL NAME OF OWNER(S)
MURRAY, DARRELL LEE
236 CANDLELIGHT DR
WEST COLUMBIA SC 291701040

THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

033987301

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② REMOVE SIDE EDGES FIRST THEN SLIDE FINGER UNDER LONG EDGE TO OPEN

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

****NOTICE: ANY ALTERATIONS OR ERASURE VOIDS THE ASSIGNMENT****

ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this 15th day of Sept year 2022 to:

Name: Rodney or Saran Miller Street: 132 Water Rawl Rd City: Lex State: SC Zip Code: 29072 and is subject to the following lien

Name of Lienholder: None Address:

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) 138050

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Date of Lien

Date of Sale	9-15-22
Sales Price	$ 1000.00
Less Trade-In	$
Taxable Total	$ 1000.00

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) [signature]

Hand Print Name of Buyer(s) Rodney Miller

Signature of Seller(s) [signature]

Hand Print Name(s) of Seller(s) DARRELL MURRAY

Address 236 Candlelight Dr. Lex. SC 29170

ASSIGNMENTS BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

CAHUSP1 23170

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien

Name of Lienholder _____ Address _____ Date of Lien

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler Auctions License Number _____

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) _____

Hand Print Name of Buyer(s) _____

Signature of Seller(s) _____

Hand Print Name(s) of Seller(s) _____

Address _____

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL

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[redacted]

SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**09-18-2003**
Driver License # / Dealer #:	
Customer #:	**24811648**
Last Name / Dealer Name:	**MURRAY**
Tag #:	**P108863**
Title #:	**770320116992597**
Type Code / Dealer Type:	
VIN:	**1GDE6D1B4JV524344**
Numeric Document Type:	**15**

[redacted]

APPLICATION FOR CERTIFICATE OF TITLE/REGISTRATION

S.C. Department of Public Safety - DMV
P.O. Box 1498
Columbia, S.C. 29216

STAPLE HERE ONLY
Original Title ____
Duplicate Title ____
Purchase Tag ____
Transfer Tag ____

PLEASE READ INSTRUCTIONS

If you intend to operate this vehicle, you MUST purchase a license plate or transfer a license plate.
Please see instructions "A" or "C" below.

A. IF LICENSE TAG IS TO BE PURCHASED:
(1) Complete Section 1, 2, 4, 5*, and 6 of this application and submit:
(2) a. Manufacturer's Statement of Origin, or title** properly assigned to new owner, (if out-of-state title is held by lienholder, submit out-of-state registration).
b. Certified Odometer Mileage Statement for each sale.
c. Paid property tax receipt from county of residence for vehicle being registered. ****
d. Fee - See Fee Schedule (Casual Excise or Use Tax is not included***).
(3) If applying by mail, use zip code 292.6-0019.

B. IF APPLYING FOR DUPLICATE TITLE:
Original title was: (check one only)
____ Lost ____ Stolen, or ____ Mutilated
(1) Complete Sections 1, 6, and 7* of this application.
(2) If title has been mutilated, title must be submitted.
(3) Submit fee of $10.00.
(4) If applying by mail, use zip code 29216-0024.

C. IF LICENSE TAG IS BEING TRANSFERRED (Same Owner's Name)
(1) Complete Sections 1, 2, 4, 5* and 6.
(2) Submit the following:
a. *Title** or Manufacturer's Statement of Origin properly assigned to new owner.*
b. Certified Odometer Mileage Statement from previous owner.
c. Previous registration in same registered owner's name.
d. Fee - See Fee Schedule
(3) If applying by mail, use zip code 29216-0019.

D. IF APPLYING FOR ONLY A TITLE:
(1) Complete Section 1, 3*, 4*, 5*, 6 and 7* of this application.
(2) Previous title** properly assigned (lien properly satisfied).
(3) Submit fee of $10.00 (Casual Excise or Use Tax is not included***).
(4) *If applying by mail, use zip code 29216-0026.*
NOTE: A copy of this application for a mobile home must be filed with the County Auditor's Office in which the mobile home is titled.

FEE SCHEDULE - DO NOT SEND CASH
Personal checks accepted in applicant's name only.
You may be eligible to pay an uninsured motorist's fee. Information on this program will be furnished upon request.
Passenger cars - $24.00 fee (Persons 64 years of age $22.00, 65 or older or disabled $20.00, upon proof by driver's license number, department issued identification card number or social security number ____)
Date of Birth ____
If disabled, attach a statement from a medical doctor as to the permanency of the disability. Placard # ____
Motorcycles - $10.00 fee
Utility or Camper Trailers - $10.00 fee
Trailers with empty weight in excess of 2500 lbs. - $20.00 fee
Trucks, Truck-Trailers and Road Tractors (All Property Carrying Vehicles)***

GROSS VEHICLE WEIGHT	FEE
0001-4000	$30.00
4001-5000	$40.00
5001-6000	$60.00
6001-7000	$70.00
7001-8000	$80.00
8001-9000	$90.00

(Over 9000 GVW upon request)
Transfer - $3.00 fee (Additional fees may be due when transferring a plate to a truck.)
Title - $10.00
PENALTY FEES - (In addition to regular fees)
Failure to register within 45 days is as follows:
46 to 60 days - $10.00
61 to 75 days - $25.00
76 to 135 days - $50.00
Over 135 days - $75.00

DMV USE ONLY
CLASS TP RATED BY
Expedite Title Fee
Expedite Reg. Fee
____ LIC. FEE
Uninsured Fee
Use or Excise Tax
Penalty
Wt. Increase
Transfer $3.00
Title $15.00
Gift of Life Fund
TOTAL FEES $18.00

*Additional information only if applicable.
**S.C. Title dated prior to June, 1989 must be signed over on back and be accompanied by a Bill of Sale.
***5% of selling price ($300.00 maximum)
****Trucks over 26,000 GVW and buses 16 passengers or more for hire must show SSN or FEIN, but tax receipt is not required.

SECTION 1 FORM TO BE TYPED (MINIMUM FONT SIZE 14) OR PRINTED LEGIBLY IN BLACK INK

Make of Vehicle: GMC	Year Make: 1988	Title Number (DO NOT WRITE IN THIS BLOCK)	Vehicle Reg. No.: PJ 08863
Model No.: TC6D042	New ___ Used ✓	Vehicle Identification Number: 1GDEC14K4JV524344	Tag (Validation) No.
Body Style: Trk	Veh. Wgt: 9000	Odometer Mileage: 107865	Exp. Date of Reg.: 3/05
Surrendered Title No.: 011100312708	State: 07		Gross Wgt.: 18000
Name of Owner(s): Darrell Lee Murray			Date Brought into S.C./Date Established Residency
Street Address (For Special Mailing, Use Lower Right Corner): 236 Candlelight Drive			Date Acquired: 8-7-03
City: West Columbia	State: SC	Zip Code: 29170	County: Lex
			City Limits Yes ___ No ✓
			FEIN/Social Security No./Driver License No.
			Vehicle Used (Check One) ✓ Privately ___ Commercially
			Date First Operated

Vehicle is subject to the following liens. Date:
1st Lien
Address
City State Zip Code
2nd Lien Date.
Address
City State Zip Code

From Whom Vehicle Purchased (Check One)
___ Dealer ✓ Individual
S.C. Dealer's/Wholesaler's Number 016386
Sales Price 4200.00
Sales Tax Number 032153749
Name of Seller U-Haul Co of SC
Address 410 Orchard Road
City West Columbia State SC Zip Code 29169
Special Mailing of New Owner Same
City State Zip Code

Form 400 (Rev. 12/02)

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SECTION 2-INSURANCE CERTIFICATION

Under penalties of perjury, I declare that this vehicle is insured with the company named below, and I will maintain liability insurance throughout the registration period.

Allstate

Name of Insurance Company

SECTION 3-SALVAGE VEHICLE INFORMATION

The vehicle described on this application is: (Check One) ___Rebuildable ___Non-Rebuildable (These vehicles may not be re-titled)

Furthermore, the vehicle sustained the following damage: ___Collision ___ Fire ___Water ___Stolen (Recovered) ___Stolen (Unrecovered)

Calculate the Salvage Percentage: Pre-damaged Value _____
Estimate for Repairs _____
Percentage _____

SECTION 4-ODOMETER MILEAGE STATEMENT

I state that the odometer now reads 107815 (no tenths) and to the best of my knowledge that it reflects the ACTUAL MILEAGE of the vehicle described herein, UNLESS one of the following statements is checked.

STOP! DO NOT check one of the following unless it applies.

_____1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in EXCESS of its mechanical limits.
_____2. I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY

WARNING: Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

SECTION 5-CASUAL SALES TAX EXEMPTION

Vehicles purchased from individuals and titled in South Carolina are subject to an excise tax unless exempt. The tax is 5% of the sales price up to a maximum of $300.00. (Mobile homes are calculated differently)

_____ I, _____ (Signature of Owner), am not entitled to a sales tax exemption.

_____ Vehicle transferred from: (check one)
___mother ___father ___wife ___husband ___son ___daughter ___sister ___brother ___grandparent ___grandchild

_____ This vehicle is transferred to me as: (check one) ___legal heir ___beneficiary ___distributee

_____ I am a non-resident military person

_____ Bonafide gift

SECTION 6-SIGNATURE OF OWNER

Under penalties of perjury, I declare that I am the owner of this vehicle and request that a South Carolina certificate of title and/or registration be issued. I further certify that the information on this application is correct to the best of my knowledge. The vehicle is subject to the liens named and no others.

David J Murray

Signature of Owner(s) - must be signed in ink by each owner or authorized agent Date

SECTION 7-SATISFACTION OF LIENS

SATISFACTION OF FIRST LIEN
This is to certify that the lien against the vehicle has been fully satisfied on

_____ Yr. _____

NAME OF LIENHOLDER

_____

By _____

Title _____

SATISFACTION OF SECOND LIEN
This is to certify that the lien against the vehicle has been fully satisfied on

_____ Yr. _____

NAME OF LIENHOLDER

_____

By _____

Title _____

SECTION 8 - GIFT OF LIFE TRUST FUND

Do you wish to donate an additional $1.00 or more to the Gift of Life Trust Fund? ☐ Yes ☐ No

Amount _____

56-3-240 (South Carolina Code of Laws) - The Department shall obtain the federal employer identification number or social security number when a vehicle is registered with a gross vehicle weight of more than 26,000 pounds or as a bus common carrier. The Driver's Privacy Protection Act of 1994 (DPPA), 18 USC Section 2721-2725 restricts the disclosure of personal information contained in our records.

ARIZONA CERTIFICATE OF TITLE

ADOT Motor Vehicle Division
46-7200 R09/01

Inventory Control
7768119

Vehicle Identification Number	Year	Make	Model	Body Style
1GDE6D1B4JV524344	1988	GMC		TK

First Registered	List Price	Mobile Home Manufacturer	Unit Number
12/1988	019548		GH 3667T

FOOTHILL CAPITAL CORP AS AGENT
2450 COLORADO AVE #3000W
SANTA MONICA CA 90404

Title Number	Issue Date	Film Number	Odometer Miles (no tenths) *
01U1003127058	05072003	D12701U119	0100417 A

Previous Title Number	State	Issue Date	Previous Film Number
16836587	AL	09011994	A35490U683

* A - Actual Mileage
B - Mileage in excess of the odometer mechanical limits
C - NOT Actual Mileage WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand	State	Previous Brand	State	Previous Brand	State	Other States With Brands

Owners/Lessees
U-HAUL CO OF ARIZONA
PO BOX 21508 PHOENIX AZ 85036

Lienholders
FIRST LIEN- LIEN DATE: 05072003
FOOTHILL CAPITAL CORP AS
2450 COLORADO AVE #3000W SANTA MONICA CA 90404

LIEN RELEASE

Lienholder Name			Acknowledged before me this date	Notary Public Signature		
FOOTHILL CAPITAL CORP						
Lien Amount	Lien Date	Lienholder Signature	Date	County	State	Commission Expires
	5-7-03		8-7-03	MARICOPA	AZ	

OFFICIAL SEAL
JESSICA RUCKER
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

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GH3667T

Federal and State law require that the seller states the vehicle mileage upon transfer of ownership. Failure to complete the odometer statement, or providing a false statement, may result in fines and/or imprisonment. The buyer has 15 business days to apply for a new vehicle title in order to avoid penalty charges, whether or not the vehicle is being used. This time period is subject to legislative change.

TRANSFER OF OWNERSHIP — Seller must complete this section and give title to the new owner.

Buyer Name (printed): U HAUL CO OF SOUTH CAROLINA | Sale Date: 8-7-03

Street Address: 400 Orchard Road West | City: West Columbia | State: SC | Zip: 29170

New Lienholder Name and Street Address (if no lien, write NONE): None | Lien Amount: — | Lien Date: —

Odometer Reading (no tenths): 107865 ☐ miles ☐ kilometers

☐ Mileage in excess of the odometer mechanical limits.
☐ NOT Actual Mileage, WARNING – ODOMETER DISCREPANCY.

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

U-HAUL CO OF ARIZONA BY: [signature]

Dealer Number: [signature] | U-HAUL CO OF ARIZONA BY: [signature]

Street Address: | City: | State: AZ

OFFICIAL SEAL JESSICA RUCKER Notary Public - State of Arizona MARICOPA COUNTY My Comm. Expires [illegible]

Acknowledged before me this date. | Notary Public or MVD Agent: Jessica [signature]

Date: 8-7-03 | County: MARICOPA

I am aware of the above odometer certification made by the seller.

Buyer Name (printed): Danny Clayton / U-Haul Co of SC | Buyer Signature: Danny Clayton U-Haul Co of SC

DEALER REASSIGNMENT

Buyer Name (printed): Darrell Lee Murray | Sale Date: 8-7-03

Street Address: 236 Candlelight Drive | City: West [illegible] | Zip: 29170

New Lienholder Name and Street Address (if no lien, write NONE): none | Lien Date: —

Odometer Reading (no tenths): 107865 ☑ miles ☐ kilometers

☐ Mileage in excess of the odom
☐ NOT Actual Mileage, WARNIN

Sign here

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of th

Dealership Name: U-Haul Co of S.C. | Dealer Number: 06386 | Agent Name: Danny Clay | Agent Signature: Clayton

I am aware of the above odometer certification made by the seller.

Buyer Name (printed): Darrell Lee Murray | Buyer Signature:

DEALER REASSIGNMENT

Buyer Name (printed): | Sale Date:

Street Address: | City: | State: | Zip:

New Lienholder Name and Street Address (if no lien, write NONE): | Lien Amount: | Lien Date:

Odometer Reading (no tenths): ☐ miles ☐ kilometers

☐ Mileage in excess of the odometer mechanical limits.
☐ NOT Actual Mileage, WARNING – ODOMETER DISCREPANCY.

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

Dealership Name: | Dealer Number: | Agent Name: | Agent Signature:

I am aware of the above odometer certification made by the seller.

Buyer Name (printed): | Buyer Signature:

DEALER REASSIGNMENT

Buyer Name (printed): | Sale Date:

Street Address: | City: | State: | Zip:

New Lienholder Name and Street Address (if no lien, write NONE): | Lien Amount: | Lien Date:

Odometer Reading (no tenths): ☐ miles ☐ kilometers

☐ Mileage in excess of the odometer mechanical limits.
☐ NOT Actual Mileage, WARNING – ODOMETER DISCREPANCY.

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the boxes above is checked.

Dealership Name: | Dealer Number: | Agent Name: | Agent Signature:

I am aware of the above odometer certification made by the seller.

Buyer Name (printed): | Buyer Signature:

No Additional Reassignments Permitted — Last Buyer Must Apply For Title — Void If Altered Or Erased

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South Carolina Department of Public Safety

BILL OF SALE

(Must Be Typed or Printed in Black Ink)

FOR DEPARTMENT USE ONLY
Check One:
☐ Purchase License Plate
☐ Transfer License Plate _____

I, U-Haul Co of S.C. (Seller)
400 Orchard Road (Street) West Columbia (City), SC (State) 29170 (Zip Code)

state that on the 7th day of August Yr. 2003 the following vehicle:

MAKE GMC MODEL TC6D042 BODY TYPE Trk YEAR 1988

VEHICLE IDENTIFICATION NO. 1GDE6D1B4JV524344 LICENSE NO. N/A

was sold to Darrell Lee Murray (Buyer)
236 Candlelight Drive (Street) West Columbia (City), SC (State) 29170 (Zip Code)

And the above described vehicle is free of all liens and encumbrances in the buyer's name except:

Sold as is, No warranty
(List here any mortgages, liens, or encumbrances)

Sale price of vehicle	$ 4200.00
Less trade-in	$ -
Taxable Total	$ 4200.00

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads 107865 (no tenths) miles and to the best of my knowledge that it reflects the ACTUAL MILEAGE of the vehicle described herein, UNLESS one of the following statements is checked.

STOP! DO NOT check one of the following unless it applies.

✓ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in EXCESS of its mechanical limits.

____ 2. I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY.

WARNING: Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Darrell & Murray 8-7-03
Signature(s) of Buyer(s) Date

Darrell Lee Murray
Hand Print Name(s) of Buyer(s)

Danny Lee Clayborn 8-7-03
Signature(s) of Seller(s) Date

Danny Lee Clayborn
Hand Print Name(s) of Seller(s)

Return to: South Carolina Department of Public Safety
Division of Motor Vehicles
P.O. Box 1498
Columbia, S.C. 29216-0024

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT.
ORIGINALS MUST BE SUBMITTED TO THE DEPARTMENT.

Form 4031 (Rev. 2-01)

Title History

VIN: JNAMB20H4WGK65097 **Year:** 1998 **Make:** UD **Model:** UD2000 **Body:** TR
New/Used: USED **Empty Weight:** 9000

Title Number: 770560350107416 **Status:** CURRENT TITLE
Purchase Date: 04/01/2002 **Issue Date:** 07/09/2018 **Dup:** N
Odometer: 117751 **Legend:** ACTUAL MILEAGE **Salvage %:** 0
Sale Price: $500.00 **Trade-In Amount:** $0.00 **Sales Tax Number:** 0
Vehicle Brands:
None.

Owner Number: 25497541
Owner Name: SHEALY, DAVID JOHNS
Owner Address: 1425 FRANK SHEALY RD LEESVILLE SC, 290709559

End of Report

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SC DMV PACKAGE COVER SHEET

Package Name:	**15 TTL APP-FRM 400**
Document Type:	**TL1**
Date of Record:	**07/09/2018**
Driver License # / Dealer #:	**003092969**
Customer #:	**25497541**
Last Name / Dealer Name:	**SHEALY**
Tag #:	
Title # / Ticket #:	**770560350107416**
Type Code / Dealer Type:	
VIN:	**JNAMB20H4WGK65097**
Numeric Document Type:	**15**

South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

Form 400
(Rev. 02/18)
1

Applications can be mailed to: SCDMV P.O. Box 1498 –10311 Wilson Blvd. Blythewood, SC 29016 – 0024. Title will be mailed to the address on record with SCDMV. Visit our website www.scdmvonline.com to verify and correct your mailing address prior to requesting the title or call our Customer Call Center at (803) 896-5000.

I am applying for a (check box that applies): ☐ NEW TITLE AND REGISTRATION ☐ TITLE AND PLATE TRANSFER ☒ TITLE ONLY ☐ LEASED VEHICLE

SECTION A – VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER	TRANSFER PLATE NUMBER
JNAMB20H4WGK65097	

MAKE	YEAR	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
UD	1998	TK			

ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM RESIDENTIAL ADDRESS)	CITY	STATE	ZIP CODE	COUNTY
		SC		

NEW OR USED	DATE OF PURCHASE	DATE FIRST OPERATED IN SC	ENERGY EFFICIENT MANUFACTURED HOME?	FUEL TYPE (GAS, ELECTRIC)
Used	4-1-2002		☐ YES ☐ NO	

SECTION B – ODOMETER MILEAGE

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads 117,750 (no tenths) and to the best of my knowledge that it reflects the **ACTUAL** mileage of the vehicle described above unless one of the following statements is checked:

WARNING

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I certify that to the best of my knowledge the mileage stated is in excess of its mechanical limits (the odometer started at zero again).

☐ I certify that the odometer reading is not the ACTUAL mileage. **WARNING ODOMETER DISCREPANCY.**

SECTION C – OWNER INFORMATION

LEASING COMPANY NAME (ONLY COMPLETE FOR LEASED VEHICLES)	PHONE NO.	CONTACT PERSON	CUSTOMER NO.

LEASING COMPANY ADDRESS	CITY	STATE	ZIP CODE	COUNTY

PRIMARY OWNER'S / REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)	CO-OWNER'S / CO-REGISTRANT'S LEGAL NAME (LAST, FIRST, MIDDLE)
David Shealy	

PRIMARY OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH	CO-OWNER'S CUSTOMER NO., SC DRIVER'S LICENSE NO.	DATE OF BIRTH

PRIMARY OWNER'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE	CO-OWNERS'S RESIDENTIAL ADDRESS (APT NO IF APPLICABLE)	STATE
1425 Frank Shealy Rd	SC		

CITY	ZIP CODE	COUNTY	CITY	ZIP CODE	COUNTY
Leesville	29070	LEX			

SHARED OWNERSHIP	DAYTIME PHONE NUMBER	EMAIL ADDRESS
☐ AND ☐ OR		

SECTION D – LIEN INFORMATION

IS THERE A SECOND LIEN? ☐ YES ☐ NO IF YES, COMPLETE FORM 400-L FOR THE SECOND LIEN

CUSTOMER NO.	LIENHOLDER NAME	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER

MAILING ADDRESS	CITY	STATE	ZIPCODE

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South Carolina Department of Motor Vehicles
Title Application
All vehicles or mobile homes

No strikeovers, erasures or correction fluid is acceptable on this form.

Form 400
(Rev. 02/18)
2

SECTION E – SALES TAX / IMF EXEMPTION NEW VEHICLE PURCHASES TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX OR INFRASTRUCTURE MAINTENANCE FEE (IMF) UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF $500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.) NEW RESIDENTS MOVING INTO SC ARE SUBJECT TO THE $250.00 IMF FOR VEHICLES ALREADY TITLED IN THEIR NAME.

TRANSFERRED FROM:		TRANSFERRED AS:	MILITARY:	OTHER:
☐ PARENT	☐ SPOUSE	☐ LEGAL HEIR	☐ ACTIVE DUTY NON RESIDENT	☐ THIS VEHICLE WAS A BONAFIDE GIFT
☐ CHILD	☐ BROTHER/SISTER	☐ BENEFICIARY	☐ SPOUSE/DEPENDENT	TAX CREDIT PAID IN RECIPROCAL STATE: $_____
☐ GRANDPARENT	☐ GRANDCHILD	☐ DISTRIBUTEE		

SECTION F – SELLER INFORMATION

SELLER OR DEALER NAME	SC DEALER/WHOLESALER NO.	SC SALES TAX NO.	SALES PRICE	TRADE-IN
Tu Xuan Duong			$500.00	
SELLER/DEALER ADDRESS		**CITY**	**STATE**	**ZIPCODE**
1701-B Eugene Ave.		High Point	NC	27260-8246

SECTION G – INSURANCE CERTIFICATION NOT REQUIRED FOR TITLE ONLY

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS **INSURED** BY A **LIABILITY INSURANCE** POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY _____

SECTION H – DONATE LIFE SC YES, I WISH TO DONATE $5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT $_____

SECTION I – SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS.., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. **MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)**

SIGNATURE OF OWNER _____ DATE 7-6-18

SIGNATURE OF CO-OWNER _____ DATE _____

DISCLOSURE STATEMENT REQUIRED FOR VEHICLES 26,000 LBS. OR BUS COMMON CARRIER ONLY.

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN _____ OR FEIN _____

FEES

TITLE FEE: $15.00 EXPEDITED TITLE FEE: $20.00 *IF MAILED, CAN NOT BE EXPEDITED*	TRANSFER FEE: $10.00 SALES TAX / IMF: 5% OF SELLING PRICE OR $500.00 MAX.	FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS: 46 - 60 DAYS LATE - $10.00 61 - 75 DAYS LATE - $25.00 76 - 135 DAYS LATE - $50.00 OVER 135 DAYS LATE - $75.00

THIS SECTION FOR DEALERS ONLY

THE ABOVE VEHICLE IS FOR:

☐ DEALER USE ☐ RETAIL ☐ RENTAL

QC

THIS SECTION FOR DMV USE ONLY

PROCESSED BY AND OFFICE # _____ PLATE NUMBER _____

STATE OF NORTH CAROLINA

MVR 191 (Rev 10/99)

CERTIFICATE OF TITLE

TITLE NUMBER	GROSS WEIGHT	LICENSE FEE	TITLE ISSUE DATE	PREV TITLE
[7751530134861115	20000	243.00	12/18/2001	7794839809680277

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE	BODY STYLE
JNAMB20H4WGK65097	1998	UD	TK

MAILING ADDRESS

TU XUAN DUONG
1701-B EUGENE AVE
HIGH POINT NC 27260-8246

12/31/2001
BJ4079
PVT COMM
ODOMETER -117156

OWNER(S) NAME AND ADDRESS: TU XUAN DUONG
1701-B EUGENE AVE
HIGH POINT NC 27260-8246

THIRD LIENHOLDER: DATE:

3RD RELEASED BY _____ DATE _____
SIGNATURE OF AGENT

SECOND LIENHOLDER: DATE:

2ND RELEASED BY _____ DATE _____
SIGNATURE OF AGENT

FIRST LIENHOLDER: DATE:

1ST RELEASED BY _____ DATE _____
SIGNATURE OF AGENT

ADDITIONAL LIENS:

The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title to the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division the day and year appearing in this certificate as the title issue date.

COMMISSIONER OF MOTOR VEHICLES

69599419

115 T1C1159

ANY ALTERATIONS OR ERASURES VOID TITLE

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Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

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A ASSIGNMENT OF TITLE BY REGISTERED OWNER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address.

David Sheaby 1425 Frank Sheaby Rd. Leesville, S.C.

"I certify to the best of my knowledge that the odometer reading is: 117,750 — (NO TENTHS) and reflects the actual mileage of this vehicle unless one of the following statements is checked."

☐ 1. The mileage stated is in excess of its mechanical limits
☐ 2. The odometer reading is not the actual mileage **WARNING — ODOMETER DISCREPANCY**

4-1-2002
DATE VEHICLE DELIVERED TO PURCHASER

To my knowledge the vehicle described herein
Yes ☐ No ☐ Has been involved in a collision or other occurrence to the extent that the cost to repair exceeds 25% of fair market retail value.
Yes ☐ No ☐ Has been a flood vehicle, a reconstructed vehicle or a salvage vehicle

Hand Printed Name and Signature(s) of Seller(s) TU DUONG XUAN

Acknowledged before me this _____ day of _____, _____ County _____ State _____

Notary Public _____ My Commission expires the _____ day of _____, _____ (SEAL)

"I am aware of the above odometer certification and damage disclosure made by the seller."

Hand Printed Name and Signature(s) of Buyer(s) David Sheaby

B FIRST RE-ASSIGNMENT OF TITLE BY DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address

"I certify to the best of my knowledge that the odometer reading is: _____ (NO TENTHS) and reflects the actual mileage of this vehicle unless one of the following statements is checked."

☐ 1. The mileage stated is in excess of its mechanical limits
☐ 2. The odometer reading is not the actual mileage **WARNING — ODOMETER DISCREPANCY**

_____
DATE VEHICLE DELIVERED TO PURCHASER

To my knowledge the vehicle described herein
Yes ☐ No ☐ Has been involved in a collision or other occurrence to the extent that the cost to repair exceeds 25% of fair market retail value
Yes ☐ No ☐ Has been a flood vehicle, a reconstructed vehicle or a salvage vehicle

Hand Printed Name and Signature(s) of dealer or agent _____ Dealer's No. _____

Printed Firm Name _____

Acknowledged before me this _____ day of _____, _____ County _____ State _____

Notary Public _____ My Commission expires the _____ day of _____, _____ (SEAL)

"I am aware of the above odometer certification and damage disclosure made by the seller."

Hand Printed Name and Signature(s) of Buyer(s) _____

C PURCHASER'S APPLICATION FOR NEW CERTIFICATE OF TITLE

THE UNDERSIGNED PURCHASER OF THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE, HEREBY MAKES APPLICATION FOR A NEW CERTIFICATE OF TITLE AND CERTIFIES THAT SAID VEHICLE IS SUBJECT TO THE FOLLOWING NAMED LIENS AND NONE OTHER AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO MY BEST KNOWLEDGE AND BELIEF.

FIRST LIEN

DATE _____ ACCOUNT # _____

LIENHOLDER ID# _____ LIENHOLDER NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

SECOND LIEN

DATE _____ ACCOUNT # _____

LIENHOLDER ID# _____ LIENHOLDER NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

DISCLOSURE SECTION

All motor vehicle records maintained by the North Carolina Division of Motor Vehicles will remain closed for marketing and solicitation unless the block below is checked.

☐ I (We) would like the personal information contained in this application **to be available for disclosure.**

I CERTIFY FOR THE MOTOR VEHICLE DESCRIBED ON THIS TITLE THAT I HAVE FINANCIAL RESPONSIBILITY AS REQUIRED BY LAW

Print or type full name of insurance company authorized in N.C. or their agency or group _____ Policy number if policy not issued, name of agency binding coverage _____

SIGNATURE OF PURCHASER(S)

Plate to be transferred	Odometer Reading (No Tenths)

FIRST NAME _____ MIDDLE NAME _____ LAST NAME _____

PRINT IN INK OR TYPE NAME EXACTLY AS IT APPEARS ABOVE IN SIGNATURE _____

D.L. Number Owner 1 _____ D.L. Number Owner 2 _____

RESIDENCE ADDRESS _____

ACKNOWLEDGED BEFORE ME

POST OFFICE _____ COUNTY OF RESIDENCE _____ ZIP CODE _____

THIS _____ DAY OF _____ _____

MAILING ADDRESS IF DIFFERENT FROM ABOVE _____

MY COMMISSION EXPIRES _____

SIGNATURE OF NOTARY PUBLIC IN INK _____ (SEAL)

NOTE: RETAIL PURCHASER MUST APPLY FOR NEW TITLE WITHIN 28 DAYS AFTER PURCHASE OR PAY STATUTORY PENALTY. ALTERATIONS OR ERASURES WILL VOID THIS TITLE.

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terryhowe
& associates, inc.

July 12, 2018

Rick Gleissner
Gleissner Law Firm
1237 Gadsden Street, Suite 200 A
Columbia, SC 29201

Dear Mr. Gleissner:

Enclosed is a check for $14,192.64 for the net proceeds from the scrap company thus far. Our commission of $3,548.16 has already been deducted. Also included are copies of the weight tickets, sales receipts and checks from the scrap company.

If you have any questions, please call our office at 864.268.4399.

Sincerely,

Terry Howe

Exhibit D - 2

Prosperity Metal Recycling, Inc.

PMR, INC. YARD #2

2304 Adelaide St. Newberry, SC. 29108

Sales Receipt

Date	Sale No.
5/29/2018	75277

Phone #	803-276-1115
Fax #	803-276-1135

Your JUNK is Worth MONEY!

Monday - Friday 8 am - 5 pm
Saturday - 8 am - 12pm

Customer:

Terry Howe & Associates, Inc.
10 N. Watson Rd.
Taylor, SC. 29687

Time	Check No.	Payment Method
3.58	42852	Check

Description		Pounds	Per Pounds	Amount
Motor Grader	5/16/18	23,270	0.06	1,396.20
1st Cars	5/17/18	37,200	0.06	2,232.00
2nd Cars	5/18/18	15,660	0.06	939.60
3rd Cars	5/18/18	15,780	0.06	946.80
4th Cars	5/21/18	39,340	0.06	2,360.40
5th Cars	5/22/18	38,140	0.06	2,288.40
6th Cars	5/22/18	35,740	0.06	2,144.40

Thank You For Your Business.

Total $12,307.80

This property is free of lien and solely belongs to me. I am selling this property to PMR, Inc. Yard 2. Any problems arriving from this sale will be my responsibility and not PMR, Inc. Yard 2. We unload your vehicle and personal property as a courtesy to our customers. PMR, INC. Yard 2 is not responsible for any damages which might arise from the unloading of your vehicle.

SIGN:

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DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

PMR, Inc. Yard 2
ROBERT, NANCY OR MARK THORNHILL
OPERATING ACCOUNT - (803) 276-1115
2304 ADELAIDE STREET
NEWBERRY, SC 29108

First Community Bank PROSPERITY, SC
67-220/532

5/29/2018

PAY TO THE ORDER OF Terry Howe & Associates, Inc. $ **12,307.80

Twelve Thousand Three Hundred Seven and 80/100********** DOLLARS

Terry Howe & Associates, Inc.
10 N. Watson Rd.
Taylor, SC. 29687

MEMO

AUTHORIZED SIGNATURE

DETECTION CIRCLE REVEALS A TOUCH WHEN TESTED
TRUE WATERMARK PAPER. HOLD TO LIGHT TO VIEW.
PAPER CONTAINS TONER ADHESION PROPERTIES
HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

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Motor grader

GMT / Commercial Metals

2308 Ty[redacted]
Lexingto[redacted]

Phone 803-359-6137
Fax 803-359-3685

7021805

Vendor
Prosperity Metal[redacted]
2304 Adelaide St
Newberry, SC 29108-4502

SCALE TICKET RECEIVING

Purchase 05/16/2018

Ticket No. 224603
Truck#, Trailer# PMR - 2
Contract No.
Container no.
Reference
Seal No.
Order no.

Date	Time	Weights		Operator
05/16/2018	10:59:20	Gross	57,460	P00075618
05/16/2018	11:21:30	Tare	33,440	
		Net	**24,020**	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	-1 HMS UNPREPARED	24,020
	Adj Tires	-750
Totals	Net	**23,270**
	Adjustments	-750
	Tare	33,440
	Gross	**57,460**

PASSED THRU APPROVED RADIATION EQUIPMENT

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Terry Howe
Cars 2nd Load

GMC Commercial Metals

2308 Two Notch Rd.
Lexington, SC 29072

Phone 803-359-6137
Fax 803-359-6685

Vendor: 7021805

Prosperity Metal Recycling
2304 Adelaide St
Newberry, SC 29108-4502

SCALE TICKET RECEIVING

Purchase 05/18/2018

Ticket No. 225039
Truck#, Trailer# PMR -2
Contract No.
Container No.
Reference
Seal No.
Order no.

Date	Time	Weights		Operator
05/18/2018	12:09:58	Gross	50,620	P00075618
05/18/2018	12:36:59	Tare	34,960	P00075618
		Net	**15,660**	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	AUTO SLABS / WHOLE AUTO BODIE	15,660
Totals	**Net**	**15,660**
	Tare	34,960
	Gross	**50,620**

PASSED THRU APPROVED RADIATION EQUIPMENT

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Terry Howe 3rd

CMC Commercial Metals

2308 Two Notch Rd
Lexington, SC 29072

Phone 803-359-8137
Fax 803-359-8685

Vendor 7021805

Prosperity Metal Recycling
2304 Adelaide St
Newberry, SC 29108-4502

SCALE TICKET RECEIVING

Purchase	**05/18/2018**
Ticket No.	**225103**
Truck#, Trailer#	PMR
Contract No.	
Container No.	
Reference	
Seal No.	
Order no.	

Date	Time	Weights		Operator
05/18/2018	14:59:40	Gross	50,700	P00075618
05/18/2018	15:21:32	Tare	34,920	P00075618
		Net	**15,780**	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	AUTO SLABS / WHOLE AUTO BODIE	15,780
Totals	Net	**15,780**
	Tare	34,920
	Gross	**50,700**

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Terry Howe
4th

CMC Commercial Metals

2308 Two Notch Rd.
Lexington, SC 29072

Phone: 803-359-6137
Fax: 803-359-6885

Vendor: 7021805

Prosperity Metal Recycling
2304 Adelaide St
Newberry, SC 29108-4402

SCALE TICKET RECEIVING

Purchase 05/21/2018

Ticket No. 225317
Truck#, Trailer# PMR # 2
Contract No.
Container No.
Reference
Seal No.
Order no.

Date	Time	Weights		Operator
05/21/2018	15:19:49	Gross	80,600	P00075618
05/21/2018	15:42:39	Tare	41,260	P00075618
		Net	**39,340**	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	SHREDDER TIN	39,340
Totals	**Net**	**39,340**
	Tare	41,260
	Gross	**80,600**

PASSED THRU APPROVED RADIATION EQUIPMENT

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Terry Howe
5th

CMC Commercial Metals

2308 Two Notch Rd.
Lexington SC 29072

Phone 803-359-8137
Fax 803-359-6985

Vendor: 7021805

Prosperity Metal Recycling
2304 Adelaide St
Newberry, SC 29108-4502

SCALE TICKET RECEIVING

Purchase **05/22/2018**

Ticket No. **225359**
Truck#, Trailer# PMR #2
Contract No.
Container No.
Reference
Seal No.
Order no.

Date	Time	Weights		Operator
05/22/2018	07:32:16	Gross	79,320	P00075618
05/22/2018	07:50:39	Tare	41,180	P00075618
		Net	**38,140**	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	SHREDDER TIN	38,140
Totals	Net	**38,140**
	Tare	41,180
	Gross	**79,320**

PASSED THRU APPROVED RADIATION EQUIPMENT

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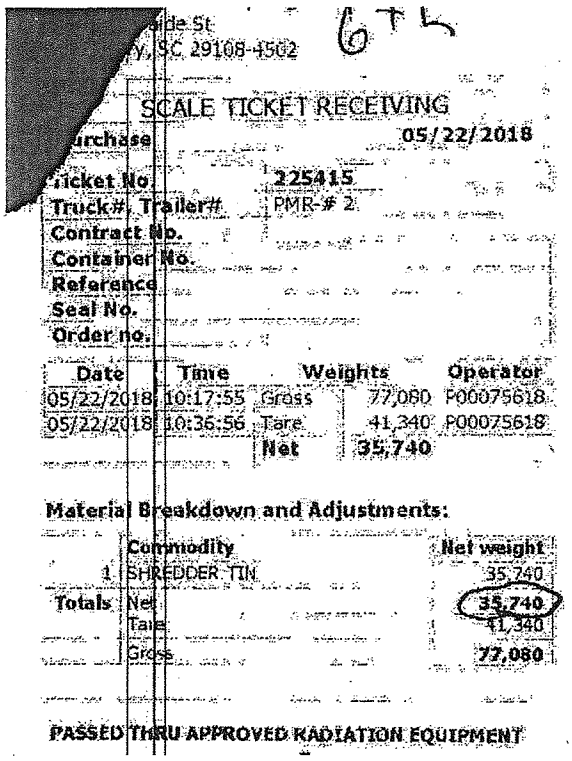

[redacted]ide St
[redacted]y, SC 29108-4502

SCALE TICKET RECEIVING

[redacted]urchase 05/22/2018

[redacted]icket No. 225415
Truck#, Trailer# PMR-# 2
Contract No.
Container No.
Reference
Seal No.
Order no.

Date	Time	Weights		Operator
05/22/2018	10:17:55	Gross	77,080	P00075618
05/22/2018	10:36:56	Tare	41,340	P00075618
		Net	35,740	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	SHREDDER TIN	35,740
Totals	Net	35,740
	Tare	41,340
	Gross	77,080

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Terry Howe
CARS 1st Load

CMC Commercial Metals

2308 Two Notch Rd
Lexington, SC 29072

Phone 803-359-6137
Fax 803-359-6685

Vendor: 7021805
Prosperity Metal Recycling
2304 Adelaide St
Newberry, SC 29108-4502

SCALE TICKET RECEIVING

Purchase 05/17/2018

Ticket No. 224749
Truck#, Trailer# PMR-2
Contract No.
Container No.
Reference
Seal No.
Order no.

Date	Time		Weights	Operator
05/17/2018	09:16:49	Gross	81,740	P00075618
05/17/2018	09:55:43	Tare	44,540	P00075618
		Net	**37,200**	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	SHREDDER TIN	37,200
Totals	Net	37,200
	Tare	44,540
	Gross	81,740

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Prosperity Metal Recycling, Inc.

PMR, INC. YARD #2

2304 Adelaide St. Newberry, SC. 29108

Sales Receipt

Date	Sale No.
6/27/2018	75826

Phone #	803-276-1115
Fax #	803-276-1135

Your JUNK is Worth MONEY!

Customer:

Terry Howe & Associates, Inc.
10 N. Watson Rd.
Taylor, SC. 29687

Monday - Friday 8 am - 5 pm
Saturday - 8 am - 12pm

Time	Check No.	Payment Method
3.18	43199	Check

Description	Pounds	Per Pounds	Amount
Steel Pickup 6/05/18	3,040	0.06	182.40
Steel Pickup 6/06/18	3,400	0.06	204.00
Steel Pickup 6/07/18	4,040	0.06	242.40
Steel Pickup 6/07/18	28,580	0.06	1,714.80
Steel Pickup 6/08/18	17,840	0.05	892.00
Batteries	10,987	0.20	2,197.40

Thank You For Your Business.

Total $5,433.00

This property is free of lien and solely belongs to me. I am selling this property to PMR, Inc. Yard 2. Any problems arriving from this sale will be my responsibility and not PMR, Inc. Yard 2. We unload your vehicle and personal property as a courtesy to our customers. PMR, INC. Yard 2 is not responsible for any damages which might arise from the unloading of your vehicle.

SIGN:	158

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Exhibit D 43199

PMR, Inc. Yard 2
ROBERT, NANCY OR MARK THORNHILL
OPERATING ACCOUNT • (803) 276-1115
2304 ADELAIDE STREET
NEWBERRY, SC 29108

First Community Bank PROSPERITY, SC

67-220/532

6/27/2018

PAY TO THE ORDER OF Terry Howe & Associates, Inc. $ **5,433.00

Five Thousand Four Hundred Thirty-Three and 00/100********** DOLLARS

Terry Howe & Associates, Inc.
10 N. Watson Rd.
Taylor, SC. 29687

MEMO

AUTHORIZED SIGNATURE

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

PMR, Inc. Yard 2 • OPERATING ACCOUNT
NEWBERRY, SC 29108

43199

Terry Howe & Associates, Inc. 6/27/2018 5,433.00

PMR,Inc. Yard 2 5,433.00

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00

ID 2

GROSS 20220 lb INBOUND

06/06/2018 08:20AM
ID 2

GROSS 20220 lb RECALLED
TARE 16820 lb
NET 3400 lb

06/06/2018 08:30AM

00

ID 1

GROSS 20840 lb INBOUND

06/07/2018 02:28PM
ID 1

GROSS 20840 lb RECALLED
TARE 16800 lb
NET 4040 lb

06/07/2018 02:34PM

Terry Howe
dar
Lexington

Terry Howe
Car

Terry Howe

00

ID 1.

GROSS 16020 lb INBOUND

06/05/2018 08:13AM
ID 1.

GROSS 16020 lb RECALLED
TARE 12980 lb
NET 3040 lb

06/05/2018 08:23AM

.06

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Terry Howe

.05 ¢

GMC Commercial Metals

2308 Two Notch Rd
Lexington, SC 29072

Phone: 803-359-6137
Fax: 803-359-8685

Vendor: 7021805

Prosperity Metal Recycling
2304 Adelaide St
Newberry, SC 29108-4502

SCALE TICKET RECEIVING

Purchase 06/08/2018

Ticket No.	227740
Truck#, Trailer#	PMR-#2
Contract No.	
Container No.	
Reference	
Seal No.	
Order no.	

Date	Time	Weights		Operator
06/08/2018	13:52:00	Gross	62,600	P00075618
06/08/2018	14:29:19	Tare	44,760	P00075618
		Net	**17,840**	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	P&S UNPREPARED	17,840
Totals	Net	17,840
	Tare	44,760
	Gross	62,600

PASSED THRU APPROVED RADIATION EQUIPMENT

Terry Howe

.06¢

GMC Commercial Metals

2308 Two Notch Rd
Lexington, SC 29072

Phone: 803-359-6137
Fax: 803-359-8685

Vendor: 7021805

Prosperity Metal Recycling
2304 Adelaide St
Newberry, SC 29108-4502

SCALE TICKET RECEIVING

Purchase 06/07/2018

Ticket No.	227594
Truck#, Trailer#	PMR #2
Contract No.	
Container No.	
Reference	
Seal No.	
Order no.	

Date	Time	Weights		Operator
06/07/2018	15:26:21	Gross	73,720	P00075618
06/07/2018	15:49:29	Tare	45,140	P00075618
		Net	**28,580**	

Material Breakdown and Adjustments:

	Commodity	Net weight
1	SHREDDER TIN	28,580
Totals	Net	28,580
	Tare	45,140
	Gross	73,720

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Terry Howe

Batteries .20

10,987

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STARMAN BROS. AUCTIONS INC.

Entered by:

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ON SITE ONLY

AVIATION AUCTION

Friday & Saturday – August 12th & 13th, 2022
Starting at 9:00 A.M. Local Time Both Days!

ASSETS OF WILSON SHEALY FLYING SERVICE

1425 Frank Shealy Road - Leesville, SC 29070
(Leesville Is Just West Of Lexington, SC and Sale Site Is On West Side Of Lake Murray)

ABSOLUTE AUCTON!!

SALE SITE PHONE: Steve Starman (402) 681-6456 or
Scott Moore (402) 681-3652

***PREVIEW & PRE-REGISTRATION*: Thursday August 11th - 8:00 A.M. to 5:00 P.M.**

***AIRLINE CONNECTIONS*: The Closest Commercial Airport Is Columbia Metropolitan Airport - Columbia, SC - Approx. 50 Min. Drive.**

***BUYER'S PREMIUM*: A 5% Buyer's Premium Will Apply To All Buyers At This Auction.**

***HOTEL HEADQUARTERS*: Best Western Plus**
Lexington Inn
601 Columbia Ave.
Lexington, SC 29072
(803) 356-8300

BUYER'S PREMIUM
A 5% Buyer's Premium Will Apply To All Buyers At This Auction.

CLICK HERE TO VIEW SALE BILL

CLICK HERE TO VIEW PICTURES

(ADDITIONAL PICTURES WILL BE ADDED IN THE NEXT COUPLE OF WEEKS)

ADD to your Outlook Calendar

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QUICK MENU

- Our Privacy Policy
- Address Information
- Network of People
- Get To Know Us
- Customer Satisfaction

ADDITIONAL INFORMATION

We spent a long time listening to you while developing our new website. While the old site has served us well over the years it did not have the ability to adapt to the many different devices that are available today. Our new site was developed with the future in mind. It can adapt to mobile and tablet resolutions as well as the myriad of display options available on modern LCD monitors.

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ON SITE ONLY

AVIATION AUCTION

Friday & Saturday – August 12th & 13th, 2022

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ASSETS OF WILSON SHEALY FLYING SERVICE

1425 Frank Shealy Road - Leesville, SC 29070
(Leesville Is Just West Of Lexington, SC and Sale Site Is On West Side Of Lake Murray)

ABSOLUTE AUCTON!!

SALE SITE PHONE: Steve Starman (402) 681-6456 or Scott Moore (402) 681-3652

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Lexington Inn
601 Columbia Ave.
Lexington, SC 29072
(803) 356-8300

BUYER'S PREMIUM

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=AIRCRAFT PROJECTS=

1941 Aeronca Chief 65CA

N-33751 S/N CA13241
Approx. 800 Hrs. Total Time
Engine: Cont. A-65 1596 T.T.
Fairly Complete Will Require Total Rebuild.

1946 Piper J-3 Cub

N-7023H S/N 20268
312 Hrs. Total Time Since New (Per Logs) .
Engine: Cont. A-65 312 Hrs. T.T.S.N.
Prop: McCauley
Last Annual & Last Flight Times July 1969.
Complete Aircraft Will Need To Take Wings Off & Trailer Out.

1946 Luscombe 8C

N-28542 S/N 1370
706 Hrs. Total Time
Engine: Cont. A-75-8J 706 Hrs. T.T.
Prop: McCauley
Metal Wings, Complete Aircraft Need To Remove Wings & Trailer Out.

---

(2) Additional Piper J-3 Cub Projects

Both Are Disassembled. Will Have Wings & Control Surfaces.
Will Be Missing Various Parts.
Have Log Books (1) Has 2834 T.T., (1) Has 2341 T.T.

1946 Ercoupe Mdl. 415-C

N-99061 S/N 1684
1379 Hrs. Total Time
Engine: Cont. C-75-12 492 Hrs. T.S.T.O.H.
Out Of Annual Need To Trailer Out.

1967 Piper PA28-140 Cherokee

N-1665J S/N 28-24063
Logs Start In 1990 With 2824 Hrs. Total Time.
Logs End In 1993 With 2826 Hrs. Total Time.
Engine: Lycoming 0-320-E2A 1250 Hrs. S.M.O.H.
Out Of Annual Need Work, Will Need To Trailer Out.

1965 Beech A-23 Musketeer

N-8863M S/N M-599
821 Hrs. Total Time
Engine: Cont. IO-346 A 821 Hrs. T.T.
Note: Engine Will Sell Separate From Airframe With The Engines.
Aircraft Has Collapsed Nose Gear.
With Lower Cowl & Belly Damage, Wings Have Been Separated & Removed.

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1943 Stearman A-75N1 (PT-17)

N-57956 S/N 75-4847
4469 Hrs. Total Time
Engine: Continental W-670-A 244 Hrs. T.T.S.O.H.
Prop: Ham. Standard Ground Adjustable.
Complete 2 Hole Aircraft, Has Standard Airworthiness Cert., 1 Wing Has Been Removed But Is There.
Out Of Annual.
Will Need To Be Trailered Out.

Stearman A-75N1 (PT-17) Project

N-59998 S/N 75-3940
8378 Hrs. T.T.
No Engine.
Modified Spray Plane.

Stearman A-75N1 (PT-17) Project

N-55662 S/N 75-3508
Complete Project Converted To Sprayer.
Has Wings & Control Surfaces.

1941 Stearman PT-17 Project

Complete Project Converted To Sprayer
Engine: Continental R-670
Prop: McCauley Ground Adjustable
Has Wings & Control Surfaces.

Stearman PT-17 Project

2 Hole Fuselage On The Gear Never Been Cut
No Engine, Has Wings & Control Surfaces.

Stearman PT-17 Project

2 Hole Fuselage On Gear Never Been Cut
Engine: Cont. R-670
Has Wings & Control Surfaces.

1940 Stearman A-75N1 Project

2 Hole Fuselage On Gear Never Been Cut
Engine: Cont. R-670
Has Wings & Control Surface.

(5 ea.) Stearman A75N1 (PT-17) Projects

All Consist Of Fuselage On The Gear That Have Been Converted To Sprayers. All Will Have Wings & Control Surfaces.

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(1) Stearman 2 Hole Fuselage Only

Approx. 5 Stearman Fuselages That Have Been Converted For Hoppers.

Consolidated Vultee BT-13-B

N-62197 S/N 9-1363
Complete Aircraft With Metal Wings, No Engine or Prop. Wings Are Removed.
Being Sold For Parts.
Limited Flight Logs.
Only That Show Approx. 509 Hrs. No Bill Of Sale.

1955 K2 Experimental Project

N-4264M S/N 002
Complete Fuselage On Gear, Wings & Control Surfaces Have Been Removed But Are With Project, Cowling, No Engine Or Prop.
No Paperwork Or Bill Of Sale.

NOTE: Several Of The Stearman Projects Will Have Log Books And/Or Bill Of Sales. We Are Sorting Through The Paperwork To Be Able To Match It Up.

=RADIAL ENGINE CORES=

(5) Pratt & Whitney R-985 Engine Cores.
(5) Lyc. R-680-13 Engine Cores.
(1) Lyc. R-680-8 Engine Core w/Ham. Stan. 2B20 Prop.
(7) Continental R-670 Engine Cores.
(2) Continental Tank Engines.
(4) Guiberson T1020 Radial Diesel Engines.
Guiberson Pistons Starters & Misc. New Parts.

=RECIP ENGINES=

Continental 0-200 Engine Core.
Continental IO-346-A Engine Complete Approx. 813 Hrs. T.T.
Continental A-75 Engine Complete.
Continental A-65 Engine Complete.
Lyc. 0-435 Engine Core.
Continental 0-470-R Partial Engine Disassembled. Has O/H Crankcase, A/R Crankshaft & Rods.
Continental 4 Cyl. Ground Power Engine.
(2) Disassembled Cont. A-65 Engines.

=PROPELLERS=

Hamilton Standard Mdl. J5404 Ground Adjustable Hub (O/H) w/2 Hamilton Standard Mdl. 4350F Blades Appear O/H.
(2) Hamilton Standard Mdl. J5404 Ground Adjustable Props w/Steel Blades A/R.
Hamilton Standard 5406-A Ground Adjustable Prop w/Steel Blades A/R.
(4) McCauley Mdl. 41D5926 Ground Adjustable Props w/Steel Blades A/R.
(5) McCauley Mdl. 41D5926 Ground Adjustable Prop Hubs & Various Steel Blades A/R.
(13) Hamilton Standard 2D30 Propellers, Some Have 6101A-18 Blades, Some have 6167A-15 Blades.
(2) Hamilton Standard 22D30 Hydromatic Propeller Blades Measure 99" Tip To Tip.
Large Wood Propeller w/Hub.
(2) Large Wood Prop Hubs.
Various Hamilton Standard Blades.
McCauley Mdl. CM7445 Fixed Pitch Prop.
(2) Sensenich Mdl. M76AK-2 Fixed Pitch Prop.
(3) Beech Roby Propellers.
(2) Wood Test Props 4 Blade.

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=PIPER J-3 INVENTORY=

Cub Landing Gears, Bunge Mounts, Control Surfaces, Doors, Wheels, Fuel Tanks, Scott Brake Pedals, Wing Ribs, Tundra Wheels.

=STEARMAN INVENTORY=

There Is A Large Selections Of All The Following:
Stearman Main Gears, Approx. 20 Wings Uppers, Lowers, L/H, R/H All With Various Damage, (8) Rochel Wings, Large Selection Of Ailerons, Flaps, Elevators, Horizontal Stabilizers, Vertical Fins, Rudders, Stearman Lower MG Pistons w/Brakes, Several Main Wheels, Tail Wheels, Tail Wheel Tires, Tail Wheel Assys, Tail Wheel Upper Trunions, Tail Wheel Forks, Tail Wheel Struts, Master Cylinders, Expander Tube Brakes, Stearman Center Sections, Center Section Tanks & Straps, N-Struts, Cabane Struts, Stearman Seats & Seat Parts, Baggage Doors, Cockpit Side Panels, Stearman Cowling & Cowl Panels, Oil Tanks, Wind Screens, Several Spinners & Backing Plates.
Rudder Pedals, Control Sticks & Control Stick Torque Tubes, Seat Mounts, Push Pull Tubes, Control Lock Linkage, Throttle Quadrant Linkage, Starter Stand Offs, Throttle Linkage, Flying Wires, Tail Feather Wires, Wing Compression Fittings, Wing Hardware, Instrument Panels, Push Pull Rods, Hub Caps, Tail Wheel Fairings, Wings Fairings, Bird Gages & Side Panels, Air Boxes, Seat Belts, Etc.

=THROTTLE QUADRANTS & INV.=

Good Selection.

=RADIAL ENGINE INVENTORY=

Includes Inc. For R-985, Lyc R-680 & Cont. R-670 Nose Cases, Center Cases, Accy Cases, Intermediate Cases, Rear Cases, Intake Tubes, Crankshafts & Counter Weights, Master Rods, Link Rods, Internal Gears, Baffling Sumps, Wire Looms, Rocker Arms, Rocker Box Covers, Spark Plugs, Y-Drain Valves, Gaskalators.

=RADIAL ENGINE CYLINDERS=

Good Selection P&W, Lyc. & Cont.

=RADIAL ENGINE ACCESSORIES=

Several Round Oil Coolers: 7" & 9".
Several Carburetor Cores: NAR-7, NAR-6, NAR-9.
Bendix Scintilla Magnetos.
Several Generators: E5A's & Others.
Prop Governors.
Bendix Eclipse Starters.
Wet Vac Pumps.
Oil Pumps, Tach Generators.
Bosh Magneto Inventory.

=RADIAL ENGINE EXHAUST=

Lyc. Exhaust Collectors.
Large Selection Of Radial Engine Exhaust For All 3 Types Of Radial Engines.

=RECIP ENGINE INVENTORY=

(5) Cont. 65/85 Crankcases.
Cont. 65/85 Accessory Cases & Sumps.
Various Other Continental Engine Inventory. Including Connecting Rods, Push Rods, O-200 Crankshafts, Misc. 65/85 Cylinders.

=RADIAL ENGINE MOUNTS=

Good Selection Of Radial Engine Mounts For P&W, Lyc. & Cont. Engines.

=FAIRCHILD PT-19/FUNK F23 INVENTORY=

(2) Funk F23 Fuselage w/Hoppers, (4) PT-19 Bare Fuselage Frames, (15+) Firewalls, Side Panels, (30+) Fuel

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Tanks, Rudder Pedals, (100+) Push Pull Rods, (50+) Control Sticks, (12) Rudders Vertical Stabilizers, (24) Elevators, Trim Tab Actuators, Fuel Selector Handles, Cowling Braces, Bellcranks & Mounts, Exhaust Heat Shields, (18+) Engine Mounts, (30+) Landing Gear Castings, Lower Main Gear Strut/Axle Assy, Tail Wheel Mounts, Expander Tube Brakes, (20+) Main Wheels & Various Small Parts.

=SKYBOLT INVENTORY=

(2) Skybolt Fuselage Frames, Control Surfaces, Landing Gears & Misc. Other Parts.

=STEARMAN PT-13 FUSELAGE JIG=

Stencil On Side Say It Came From Classic Planes Inc., Abingdon VA.

=SHOP EQUIPMENT=

Tennsmith 48" Sheet Metal Brake On Stand.
Peck Stow & Wilcox 36" Slip Roller On Stand.
Power Tow Mdl. 35 Electric Aircraft Tow Bar.
Magnaflux Demag Ring Spec No 50220-D.
Magnaflux Machine.
60 Ton H Frame Press.
(2) Rotating Engine Build Up Stands.
American Kleaner Steam Pressure Washer.
New In The Box Central Machinery English Wheel Kit 27" Throttle.
Lincoln Idealarc TIG-300/300 AC/DC Welder.
Champion Spark Plug Cleaner Tester.
Craftsman AC Arc Welder 20-200 Amp.
Oxygen Acetylene Torch Set.
Famco No 60 Arbor Press.
Small Arbor Press.
Blast Cabinet.
Horizontal Band Saw.
Milwaukee Floor Mdl. Drill Press 12 Speed.
Pedestal Grinders.
Craftsman Bench Top Band Saw.
New 1" Belt Sander.
Delta Bench Top Drill Press.
Small Hyd Press.
Bench Grinders & Bench Vices.
Several Large Chain Hoists Electric & Manual.
10 Ton Floor Jack.
Coats Tire Machine.
Craftsman 12" Table Saw.
Heavy Duty Jack Stands.
1-1/2 Ton Floor Jack.
(2) Presto Hyd Lift Tables.
CH & E Self Priming Centrifugal Pump Mdl. 44DV.
Pallett Jacks.
Various 36" Pedestal Shop Fans.
2 Wheel Hand Carts.
Hose & Cord Reels.

=HAND TOOLS=

(3) Jack & Heinz External Electric Hand Held Radial Engine Standard.
C-2 Flying Wire Tensiometer.
C-8 Cable Tensiometer.
Radial Engine Tools.
Pneumatic Ratches, Die Grinders, Air Drills, Rivet Guns, Sheet Metal Nibblers, Orbital Sanders, Pneumatic Grinders, Straight Line Sanders, Combination Wrenches, Sockets, Rachets & Breaker Bars, Speed Handles, Pliers, Vice Grips, Tap & Dies, Whitney Hole Punch, Gasket Cutters, Pipe Wrenches, Bolt Cutters, Cannon Plug Pliers, Wire Stripers, Files, Screw Drivers, Chisels & Punches, Dremel Tools, Drill Bites, Hole Saws, Grinding Wheels, Hand Saws, Welding Clamps, C-Clamps, Chain Binders, Come-A-Longs.

=TRACTORS=

Farmall Cub Tractor w/42" Woods Belly Mower.
Massy Ferguson 150 Tractor 3 Cyl. Diesel Engine, 3 Point, Hi/Low Transmission.
Massy Ferguson 160 Tractor 4 Cyl. Diesel Engine, 3 Point, Hi/Low Transmission (Needs Work).
48" 3 Point Brush Mower.

=INSTRUMENTS=

Good Selection Of Instruments Including Some Older Ones.

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=MISCELLANEOUS=

Various Sheets Of Aluminum.
Aluminum Tubing.
Automotive Parts Including Engines, Engine Blocks, Accessories, Lights, Etc.
Gas Engines, Air Compressor Heads, Various Pallets & Shelfs Of Salvage Inventory, Etc.

NOTE: This Will Be A Very Large Auction, Use This Advertising As A Guide Line. There Are Large Amounts Of All The Inventory. It Was Impossible To See All Assets At The Time Of The Listing, Because Of The Volume Of Parts, This Is Truly Another One Of Those Barn Finds, With Everything Stacked In Buildings Making It Impossible To See Everything.

A 5% BUYER'S PREMIUM WILL APPLY TO ALL PURCHASES AT THIS AUCTION.

AUCTIONEER'S NOTE: Wilson Shealy Has Contracted With Starman Bros Auctions To Sell All His Aviation Assets At Public Auction. This Auction Includes A Large Selection Of Stearman Projects, Inventory & Engines As Well As A Good Selection Of Other Aircraft & Parts.

Everything Sell "AS IS" "WHERE IS" With No Warranties Implied Or Expressed. Neither The Auctioneer Nor The Owner Shall Be Liable For Any Incorrect Description, Fault Or Defect. Everything Positively Sells To The Highest Bidder. Payment Must Be Made In Full Day Of The Sale. No Property Removed Until Settle For. Auctioneer Is Not Responsible For Accidents Or Stolen Property. Announcements Made Day Of Sale Take Precedence Over All Printed Material.

PAYMENT TERMS: Cash, Certified Funds, Or Company Check ONLY If Accompanied By Bank Letter Of Guarantee!!! NO EXCEPTIONS!! Wire Transfers Will Be Accepted With A 20% Non-Refundable Deposit Day Of Sale In One Of The Forms Listed Above. We Also Accept Credit Cards With An Additional 3% Convenience Fee.

LOADING & REMOVAL: All Items Must Be Removed From The Place Of Sale 10 Days. Once An Item Is Sold The Winning Bidder Is Responsible For Its Removal. Any Cost Responsibility And Risk Of Removal Of Purchases Remain With The Buyer. Removal May Begin After Payment In Full And Must Be Completed By The Posted Date. NO EXCEPTIONS. It Will Be The Buyer's Responsibility To Arrange Their Own Trucking And Shipping. We Have People & A Forklift To Assist In Loading For A Fee.

BUYER'S PREMIUM: A 5% Buyer's Premium Will Apply To All Purchasers At This Auction.

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Catalog for: Assets of Wilson Shealy Flying Service

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Lot	Qty	Description
1	6	STEARMAN MAIN LANDING GEAR ASSYS
2	7	STEARMAN MAIN GEAR HOUSINGS
3	6	STEARMAN LANDING GEAR INV
4	18	NEW & USED STEARMAN OLEO'S, SPRINGS & INV
5	14	STEARMAN OLEO ASSYS
6	6	LANDING GEAR INV
7	11	NEW & USED STEARMAN LANDING GEAR HOUSINGS
8	9	SPRING GEARS
9	12	PIPER, ERCOUPE & MISC L/G INV
10	17	TAIL WHEEL ASSYS
11	18	TAIL WHEEL FORKS
12	8	EXPANDER TUBE BRAKES & BACKING PLATES
13	11	STEARMAN/SCOTT TAIL WHEEL & MISC
14	11	STEARMAN TAIL WHEEL TRUNNIONS & AXLES
15	38	STEARMAN TAIL WHEEL STRUTS
16	1	STEARMAN MASTER CYLINDERS
17	15	STEARMAN TAIL WHEEL FAIRINGS
18	9	STEARMAN BRAKE ASSYS
19	9	BOXES OF STEARMAN BRAKE INV
20	8	STEARMAN BRAKE INVENTORY
21	14	NEW & USED STEARMAN BRAKES
22	7	MASTER CYLINDERS & BRAKE INV
23	4	STEARMAN WHEEL COVERS
24	17	HAYES 27 INCH STEARMAN WHEELS
25	5	HAYES WHEELS
26	12	BENDIX 24 INCH STREAMLINE WHEELS
27	23	KELSEY & HAYES WHEELS
28	4	TIRES
29	17	BENDIX STREAMLINE WHEELS
30	14	27 INCH HAYES WHEELS
31	56	NEW & USED MAIN & TAIL WHEEL ASSYS
32	19	TAIL WHEELS
33	12	TAIL WHEEL TIRES
34	13	CUB & RAGWING LANDING GEAR
35	5	WHEEL HALVES, CALIPERS & SPRINGS
36	9	CUB BUNGEES, SCOTT BRAKE VALVES & BRAKE INV
37	4	30X13-6 TUNDRA TIRE & WHEELS
38	11	CUB, McCAULEY & CLEVELAND WHEELS
39	51	PT-19 MAIN GEAR MOUNTS
40	27	PT-19 AXLE/STRUT ASSYS
41	5	PT-19 TAIL WHEEL ASSYS
42	10	BRAKE INVENTORY
43	269	STEARMAN COBANE STRUTS & MISC LIFT STRUTS
44	9	OPPOSED ENGINE EXHAUST & MUFFLERS

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Lot	Qty	Description
45	24	RADIAL ENGINE EXHAUST
46	294	RADIAL ENGINE EXHAUST
47	2	BOXES OF RADIAL ENGINE EXHAUST
48	160	EXHAUST STACKS & PIPES
49	33	STEARMAN & MISC THROTTLE QUADRANTS
50	38	STEARMAN TRIM TABS
51	4	STEARMAN MAP CASES
52	8	FUEL GAUGES, STEARMAN TRIM ACTUATORS & MISC
53	6	MISC ACTUATORS
54	8	NEW CESSNA & MISC INV
55	11	FUEL PRIMERS
56	7	VENTURI'S & PITOT TUBES
57	9	BATTERY BOXES & AIRFRAME INV
58	6	CONTROL CABLES, PULLEYS & SCAT HOSE
59	12	WOBBLE PUMPS
60	12	OIL FILTERS, AIR FILTERS, OXYGEN REGULATORS & MISC
61	13	AIRBOXES
62	10	CANOPY GLASS & CUB INVENTORY
63	3	CUB SEAT & AIRFRAME INV
64	10	CUB DOORS & SURFACES
65	2	CUB WINDSCREEN & BOOT COWL
66	5	65/85 ENGINE MOUNTS
67	4	CUB FUEL TANKS
68	3	LUSCOMBE DOORS & RUDDER
69	14	WHEEL PANTS
71	1	1946 ERCOUPE 415-C PROJECT N-99061, S/N 1624, 1379 HRS. TOTAL TIME. ENGINE: CONT. C-75-12, 492 HRS. T.S.T.O.H. OUT OF ANNUAL NEED TO TRAILER OUT, LOGS, BOS & AW CERT.
72	1	1967 PIPER PA28-140 CHEROKEE PROJECT N-1665J, S/N 28-24063, LOGS START IN 1990 WITH 2824 HRS. TOTAL TIME, LOGS END IN 1993 WITH 2826 HRS. TOTAL TIME. ENGINE: LYCOMING 0-320-E2A, 1250 HRS. S.M.O.H. OUT OF ANNUAL, NEED WORK, WILL NEED TO TRAILER OUT. LOGS, BOS & AW CERT.
73	1	1943 STEARMAN A-75N1 (PT-17) PROJECT B-57956, S/N 75-4847, 4469 HRS. TOTAL TIME. ENGINE: CONTINENTAL W-670-A, 244 HRS. T.T.S.O.H. PROP: HAM. STANDARD GROUND ADJUSTABLE. COMPLETE 2 HOLE AIRCRAFT, HAS STANDARD AIRWORTHINESS CERT. LOGS & BOS, 1 WING HAS BEEN REMOVED BUT IS THERE. OUT OF ANNUAL. WILL NEED TO BE TRAILERED OUT
74	1	STEARMAN E-75N1 (N2S-5) N1366V S/N 75-8664 DUSTER FUSELAGE ON GEAR WITH 3 WINGS, LOG BOOK, A/W & BILL OF SALE
75	1	STEARMAN PT-17 (N2S-4) N-55662, S/N 75-3508 DUSTER FUSELAGE ON GEAR WITH WINGS & SURFACE STILL ATTACHED, 1 LOG BOOK, A/W & BILL OF SALE
76	1	1942 STEARMAN B-75N1, N-52954, S/N 75-6988 2 HOLE FUSELAGE ON GEAR WITH CONTINENTAL R-670 ENGINE, WINGS & CONTROL SURFACES, BILL OF SALE ONLY NO PAPERWORK

Exhibit E - 13

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Lot	Qty	Description
77	1	1943 STEARMAN B75N1, N9965H 2 HOLE FUSELAGE ON GEAR WITH WINGS & SURFACES, LOG BOOK, BOS, NO DATA TAG
78	1	1940 STEARMAN A-75N1 (N2S) N-54562, S/N 75-953 2 HOLE FUSELAGE ON GEAR WITH R-670-4 ENGINE, WINGS & CONTROL SURFACES BILL OF SALE, MILITARY LOGS
79	1	1941 STEARMAN PT-17 2 HOLE FUSELAGE ON GEAR WITH R-670-5 ENGINE, WINGS & CONTROL SURFACES
80	1	1941 STEARMAN PT-17 N55750 S/N 75-2072DUSTER FUSELAGE ON GEAR WITH R-670 ENGINE, WINGS & CONTROL SURFACES & PARTIAL GROUND ADJUSTABLE PROP, 1 AF & ENGINE LOG, BOS
81	1	1995 K2 EXPERIMENTAL PROJECT N-4264M, S/N 002 COMPLETE FUSELAGE ON GEAR DAMAGED WINGS HAVE BEEN REMOVED WITH CONTROL SURFACES. NO BILL OF SALE, LOGS ENGINE OR PROP
82	1	1946 PIPER J-3 CUB N-7023H, S/N 20268, 312 HRS TOTAL TIME, CONTINENTAL A65 ENGINE. LAST ANNUAL 1969, A/W CERT, BOS & LOGS
83	1	1946 LUSCOMBE 8C N-28542, 706 HRS TOTAL TIME, CONTINENTAL A-75 ENGINE WITH METAL WINGS, LOGS & BOS
84	1	1941 CONSOLIDATED VULTEE BT13B FUSELAGE ON GEAR WITH CONTROL SURFACES, METAL WINGS & MISC PARTS, NO PAPERWORK
85	1	1942 STEARMAN A-75N1 (PT-17) N-59998, S/N 75-3940 MODIFIED DUSTER, NO ENGINE, WINGS ARE STILL ATTACHED, BILL OF SALE & LOG
86	1	1941 AERONCA CHIEF 65CA PROJECT, N-33751, S/N CA13241 APPROX 600 HRS TOTAL TIME, CONT. A-65 ENGINE, APPEARS TO HAVE MOST PARTS. LOGS, AW & BOS
87	3	PIPER J-3 DAMAGED/PROJECT FUSELAGES WITH WINGS & CONTROL SURFACES
88	1	1965 BEECHCRAFT A-23 MUSKETEER N-8863M, S/N M-599, 821 HRS. TOTAL TIME, 1 WING HAS BEEN REMOVED, COLLAPSED NOSE GEAR & BELLY DAMAGE, A/W & LOG, NO BOS
89	1	CONTINENTAL IO-346A ENGINE
90	1	1941 STEARMAN PT-17 2 HOLE FUSELAGE ON GEAR WITH WINGS & SURFACES
91	1	1941 STEARMAN PT-17 GEAR WITH WINGS & SURFACES
92	1	1941 STEARMAN A-75N1/PT-17, N-49677 S/N 75-2233 DUSTER ON GEAR WITH SOME WINGS & CONTROL SURFACES, LOGS & BILL OF SALE
93	1	1944STEARMAN E-75 N-65689, S/N 75-5388 DUSTER ON GEAR WITH SOME WINGS & SURFACES, LOG & BILL OF SALE
94	1	1941 STEARMAN PT-17 DUSTER ON GEAR WITH MISC
95	1	1943 STEARMAN E75N1 DUSTER FUSELAGE ON GEAR WITH SOME WINGS & SURFACES
96	1	1943 STEARMAN A75N1, N-66443 S/N 75-7239 DUSTER ON GEAR, HAS 1 LOG & BOS
97	1	1943 STEARMAN A-75N1 FUSELAGE N-1708M S/N 75-8239 DUSTER FUSELAGE ON GEAR WITH WINGS, CONTROL SURFACES & MISC. HAS 1 LOG, BOS, NO DATA TAG
98	1	STEARMAN FUSELAGE ON GEAR
99	2	SKYBOLT FUSELAGES WITH SOME SURFACE FRAMES & PARTS
100	1	KR1 KIT PLANE HAS SOME PAPERWORK & MISC PARTS
101	1	CRASH DAMAGED EXPERIMENTAL FUSELAGE

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Lot	Qty	Description
102	4	STEARMAN FUSELAGE FRAMES
103	3	STEARMAN 2 HOLE FUSELAGE FRAMES
104	1	CLASSIC PLANES PT-13 FUSELAGE JIG
105	34	STEARMAN FUEL TANK SADDLES
106	11	WING CRUSH FITTINGS & WING HARDWARE
107	12	STEARMAN DAMAGED WINGS FOR HARDWARE
108	80	STEARMAN WING HARDWARE
109	6	STEARMAN UPPER WINGS
110	8	STEARMAN LOWERER WINGS & CENTER SECTIONS
111	9	STEARMAN MODIFIED WINGS
112	28	STEARMAN ELEVATORS
113	11	STEARMAN HORIZONTAL STABILIZERS
114	25	STEARMAN CENTER SECTION FUEL TANKS
115	2	J-3 CUB WINGS
116	4	LUSCOMBE WINGS
117	15	STEARMAN AILERONS
118	3	STEARMAN RUDDERS
119	15	STEARMAN VERTICAL STABILIZERS
120	14	STEARMAN BIRDCAGE FRAMES
121	6	NEW BIRDCAGE STRINGERS
122	45	BUNDLES OF FLYING WIRES
123	18	CUB & MISC FABRIC CONTROL SURFACE
124	25	PIPER, AGCAT & STEARMAN CONTROL SURFACE
125	36	OIL & FUEL TANKS
126	44	RADIAL ENGINE COWLING
127	15	PT-19 FIREWALLS
128	63	PT-19 COWLING & PANELS
129	31	PT-19 FUEL TANKS
130	10	SPREADERS & HOPPERS
131	2	FUNK F-23 FUSELAGES
132	7	PT-19 FUSELAGE FRAMES & TAIL SECTIONS
133	29	PT-19 CONTROL STICKS
134	126	PT-19 PUSH/PULL RODS & TORQUE TUBES
135	95	FAIRCHILD RUDDER PEDALS & MOUNTS
136	8	PT-19 COWLING BRACES & FUSELAGE BRACES
137	10	FUNK & PT-19 STABILIZERS & CONTROL SURFACES
138	12	FUNK & PT-19 RUDDERS
139	46	PT-19 ELEVATORS
140	1	LOT OF WING SECTIONS
141	10	PT-19 BRACES FUEL GAUGES & MISC
142	34	PT-19 FLAP HANDLES
143	14	PT-19 TORQUE TUBES, TRIM ACTUATORS & INV
144	14	DAMAGED METAL WINGS
145	1	FUSELAGE FRAME & CLUSTERS

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Lot	Qty	Description
146	9	STEARMAN FIREWALLS
147	6	SEAT BELTS & REELS
148	10	MISC SEATS
149	24	STEARMAN, WARBIRD SEATS & BRACES
150	13	STEARMAN AIRFRAME INV
151	1	STEARMAN CRUSH FITTINGS & FUSELAGE INV
152	4	STEARMAN PEDALS & STARTER HANDLES
153	21	STEARMAN AIRFRAME & ENGINE INV
154	4	STEARMAN FUSELAGE & WING HARDWARE
155	1	LOT OF HINGE STOCK
156	25	STEARMAN CONTROL STICKS
157	1	LOT OF STEARMAN FLOOR BOARDS
158	1	LOT OF SPRAY & ENGINE INV
159	21	STEARMAN ENGINE, AIRFRAME & SPRAYER INV
160	94	STEARMAN PUSH/PULL RODS & STARTER BRACKETS
161	32	STEARMAN INSTRUMENT PANELS
162	11	STEARMAN BAGGAGE DOORS
163	86	STEARMAN FUSELAGE PANELS
164	115	STEARMAN FAIRINGS
165	70	STEARMAN INSPECTION DOORS & SHOCK ABSORBER PANELS
166	22	STACKS OF STEARMAN PANELS
167	1	LOT OF AIRFRAME INV
168	4	NEW GLASS
169	22	STEARMAN BELLY PANELS
170	34	STEARMAN COWL PANELS
171	14	STACKS OF STEARMAN PANELS
172	16	PANELS
173	23	WINDSCREEN & FRAMES
174	19	WINGTIPS & NOSE CONES
175	113	AIRBOXES & FILTER HOUSINGS
176	26	OIL TANKS
177	21	ENGINE DISHPANS & HEAT SHIELDS
178	43	RADIAL ENGINE MOUNTS
179	3	ENGINE MOUNTS
180	1	FUSELAGE, SURFACES & MISC (BEHIND HOUSE TRAILER)
181	16	STACKS OF NEW ALUMINUM SHEETS & RAWSTOCK
182	1	RAWSTOCK CART WITH INV
183	12	HARDWARE CABINETS WITH HARDWARE
184	92	AN FITTINGS, ADEL CLAMPS & TURNBUCKLE INV
185	1	HARDWARE CART
186	10	CAMLOCKS, RIVITS & MISC
187	11	HARDWARE CABINETS
188	2	ROLLS OF CABLE

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Lot	Qty	Description
189	2	2 DOOR CABINETS
190	22	ROLLS OF FABRIC & FABRIC INV
191	14	LANDING LIGHTS
192	3	LANDING LIGHT MOTORS
193	2	NAV LIGHTS
194	11	BEACONS
195	5	BEACON & LIGHT INV
196	1	LOT OF SEALED BEAM LIGHTS
197	8	SWITCHES
198	11	BREAKERS & ELECT INV
199	5	BARREL COOLING SHIELDS & SHELL CASINGS
200	2	LAP BOARDS & MISC
201	5	ANTIQUE FIRE EXTINGUISHERS
202	4	CONTROL STICKS & YOKES
203	4	ANTIQUE PARACHUTES
204	1	HELICOPTER INV
205	14	FUEL CANS
206	5	FIRE EXTINGUISHERS & OXYGEN BOTTLES
207	1	MILITARY CASE
208	1	LOT OF HARDWARE KITS
209	25	FLARES
210	1	LOT OF WOOD
211	1	LOT OF WING BOWS
212	1	SHELF WITH ROLLS OF ELECTRICAL WIRE
213	5	WIRE
214	26	AN GYRO'S, COMPASS & MISC
214A	55	TACHOMETERS
215	27	3N1 & MANIFOLD GAUGES
215A	3	8 DAY CLOCKS
216	9	TURN & BANK INDICATORS
216A	32	RATE OF CLIMB & AIRSPEED INDICATORS
217	18	COMPASS
217A	16	TEMP INDICATORS
218	19	BOXES OF GAUGES & MISC
218A	6	INSTRUMENT PANELS
219	1	LOT OF AVIONICS INV
		END OF DAY 1
220	5	HAMILTON STANDARD 2B20 PROPELLERS
221	2	HAMILTON J5404 & 5406A GROUND ADJUSTABLE PROPELLERS
222	5	McCAULEY 41D5926 GROUND ADJUSTABLE PROPELLERS
223	1	McCAULEY 41D5926 GROUND ADJUSTABLE PROPELLERS
224	4	BEECH RUBI PROPELLERS
225	1	HARTZELL HA-1B PROPELLER

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Lot	Qty	Description
226	14	HAMILTON STANDARD 2D30 PROPELLERS
227	2	HAMILTON STANDARD 22D30 PROPELLERS
228	11	PROP BLADES
229	4	PROP BLADES & HUBS
230	16	NEW HAM-STD PROP REPAIR INV
231	14	HAM-STD HUBS & INV
232	38	SPINNERS
233	21	SPINNER BACKING PLATES
234	1	CONTINENTAL 0-200A ENGINE WITH LOG
235	1	CONTINENTAL A75-9 ENGINE WITH LOG
236	1	CONTINENTAL A65-8F ENGINE WITH LOG
237	2	CONTINENTAL ENGINE (CYLINDERS REMOVED)
238	1	DISASSEMBLED CONTINENTAL A65-8 ENGINE
239	1	LYCOMING 0-435 PARTIALLY DISASSEMBLED
240	1	DISASSEMBLED CONTINENTAL A-65 ENGINE WITH LOG
241	1	VOLKSWAGEN AIRCRAFT ENGINE
242	1	CONTINENTAL 4 CYLINDER GPU ENGINE
243	1	DAMAGED CONTINENTAL IO-470L ENGINE
244	1	LYCOMING 435 ENGINE
245	1	LYCOMING R680-13 ENGINE ON MOUNT
246	4	CONTINENTAL R670 ENGINES
247	1	LYCOMING R680-13 ENGINE ON MOUNT WITH LOG
248	1	LYCOMING R680-8 ENGINE ON MOUNT WITH LOG
249	1	P&W; R985 ENGINE WITH 22D30 PROP WITH LOG
250	4	P&W; R985 ENGINES SOME WITH LOGS
251	1	LYCOMING R680-13 ENGINE WITH 2B20 PROP
252	1	LYCOMING R680-17 ENGINE ON MOUNT
253	1	CONTINENTAL R670 ENGINE ON MOUNT
254	1	LYCOMING R680-11 ENGINE ON MOUNT
255	6	CONTINENTAL 670 AIRCRAFT & TANK ENGINES
256	2	ROTATING RADIAL ENGINE STANDS
257	4	GUIBERSON RADIAL DIESEL ENGINES
258	5	NEW GUIBERSON ENGINE INV
259	1	CONTINENTAL PINEAPPLE WITH LOG
260	1	55 GALLON DRUM OF HYDRO OIL
261	7	55 GALLON BARRELS OF AIRCRAFT ENGINE OIL
262	38	BOXES OF AEROSHELL PISTON ENGINE OIL
263	25	CONTINENTAL 670 CYLINDERS
264	13	R985 CYLINDERS
265	65	CONTINENTAL 670 CYLINDERS WITH VALVES
266	40	CONTINENTAL 670 CYLINDERS NO VALVES
267	14	CONTINENTAL 470/520 CYLINDERS
268	1	LOT OF CYLINDER INV
269	6	CONTINENTAL 65/200 CYLINDERS WITH VALVES

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Lot	Qty	Description
270	20	CONTINENTAL 65/200 CYLINDERS NO VALVES
271	11	CONTINENTAL PISTONS & ENGINE INV
272	8	LYCOMING CYLINDERS
273	1	LYCOMING 235/290 CRANKSHAFT
274	5	CONTINENTAL 65/200 CRANKSHAFTS
275	17	CAMSHAFTS
276	1	R985 DISASSEMBLED PINEAPPLE
277	7	R985 BLOWER SECTIONS
277A	1	STARTERS/GENERATOR PARTS
278	11	R985 BLOWER & REAR CASES
279	9	CONTINENTAL CASES
280	9	R985 INTERMEDIATE CASES & SECTIONS
281	22	R985 NOSE CASES
282	14	REAR CASES
283	1	CABINET OF RADIAL ENGINE INV
284	22	RADIAL ENGINE CRANKSHAFTS
285	16	RADIAL ENGINE CRANKSHAFT REAR WEIGHTS
286	19	MASTER ROD ASSYS
287	15	MASTER RODS & ARTICULATING RODS
288	22	RADIAL ENGINE CAMS
289	34	ENGINE BEARINGS
290	4	P&W; BLOWER IMPELLERS & SHAFTS
291	4	ELECTRIC STARTERS
292	14	RADIAL ENGINE OIL PUMPS
293	14	RADIAL ENGINE SUMPS
294	3	RADIAL ENGINE MAG HARNESS
295	8	RADIAL ENGINE INVENTORY
296	4	RADIAL ENGINE BAFFLING
297	8	NEW & USED CONTINENTAL & LYCOMING OPPOSED ENGINE INV
298	7	CONTINENTAL & LYCOMING CASES
299	15	COTINENTAL & LYCOMING ACCY CASES
300	11	KIDNEY SUMPS
301	1	DISASSEMBLED CONT 0-470R ENGINE (MISSING PIECES)
302	4	OVERHAULED NAR9 CARBURATORS
303	1	NAR6 CARBURATOR
304	22	NAR9 CARBURATORS
305	5	MISC RADIAL ENGINE CARBURATORS
306	18	NAR6 CARBURATORS
307	10	NAR7 CARBURATORS
308	2	MA3 & HA6 CARBURATORS
309	5	NAS3 & MISC CARBURATORS
310	13	BENDIX & SLICK MAGNETOS
311	6	EISMAN & MISC MAGNETOS

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Catalog for: Assets of Wilson Shealy Flying Service

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Lot	Qty	Description
312	6	MAG SWITCHES
313	12	PROP GOVERNORS
314	26	FUEL & OIL SELECTOR VALVES
315	3	FILTER HOUSINGS
316	26	BOSCH SB MAGNETOS
317	25	SCINTILLA SF MAGNETOS
318	37	RADIAL ENGINE MAGNETOS
319	11	MAGNETO HOUSINGS & INV
320	13	NEW MAGNETO REPAIR INV
321	3	CARBURATOR INV
322	43	ENGINE DRIVEN FUEL PUMPS
323	17	FUEL & HYD PUMPS
324	14	VACUUM PUMPS
325	37	TACH GENERATORS
326	11	FUEL PUMPS
327	7	OPPOSED ENGINE ACCYS & INTAKE
328	12	STARTERS & ALTERNATORS
329	6	JASCO ALTERNATORS & CONTROLLERS
330	46	OIL COOLERS
331	3	OIL COOLER BRACKETS & BYPASS VALVES
332	5	756 STARTERS
333	6	DELCO RADIAL ENGINE STARTERS
334	10	ECLIPSE RADIAL ENGINE STARTERS
335	24	STARTERS
336	48	GENERATORS
337	1	OVERHAULED HAMILTON STANDARD J5404 HUB WITH 4350F BLADES
338	6	WOOD PROP HUBS
339	7	PROP NUTS
340	8	McCAULEY & HAM-STD GROUND ADJUSTABLE PROP HUBS
341	1	PROP HUB & INV
342	2	4 BLADE WOOD TEST CELL CLUBS
343	1	43K13605 WOOD PROPELLER
344	5	HAM-STD-HARTZELL PROP BLADES
345	3	HAM-STD 6101 PROP BLADES
346	13	GROUND ADJUSTABLE BLADES
347	1	SENSENICH 74DC-0-60 FIXED PITCH PROP
348	2	McCAULEY CM7445 & FLOTTROP F1C7660-2 FIXED PITCH PROPS
349	3	SENSENICH M74DM-0-58, M76, M76AK-2 & M76AM-2 PROPS
350	1	DAMAGED FIXED PITCH PROP
351	35	GENERATORS
352	13	PISTONS
353	10	RADIAL ENGINE INTAKE & PUSH ROD HOUSINGS

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Lot	Qty	Description	Lot	Qty	Description
354	6	RADIAL ENGINE VALVES	376	3	BELT SANDERS & ROUTER
355	10	NEW & USED ENGINE INV	377	3	HEAT GUNS & SOLDERING IRONS
356	7	SPARK PLUGS & HARNESS INV	378	4	NUMBER & LETTER STAMPS
357	12	USED RADIAL ENGINE INV	379	2	PARKER BEADING KITS
358	18	GEARS & ENGINE INV	380	3	RIVIT PULLERS & SHEET METAL TOOLS
359	11	5606 HYD FLUID	381	2	STAPLERS & POP RIVIT GUNS
360	1	LOT OF MECHINERY DOLLYS	382	2	SQUARES, RULERS & MISC
361	9	SAW BLADES, WIRE WHEELS & MISC	383	1	LOT OF HONES
362	4	RIVIT HAMMERS & AIR CHISELS	384	4	GROWLER, GENERATOR & AUTOMOTIVE TOOLS
363	11	PNEUMATIC RATCHETS	385	1	KEARNEY CABLE SWAGER
364	11	PNEUMATIC DIE GRINDERS & CUT-OFF SAWS	386	1	RIMAC VALVE SPRING TESTER
365	3	IMPACT WRENCHES	387	1	C2 FLYING WIRE TENSIOMETER
366	1	PNEUMATIC SANDERS	388	1	C8 CABLE TENSIOMETER
367	7	PNEUMATIC DRILLS & MISC	389	1	PROP PROTRACTOR
368	4	ANGLE GRINDERS	390	1	6"-12" MICROMETER SET
369	3	SHEARS & NIBBLERS	391	4	MICROMETERS & CALIPERS
370	5	SAWZALLS, ETCHERS & MISC	392	3	DIAL INDICATORS & PRECISION TOOLS
371	3	NEW BELT SANDERS	393	6	CYLINDER TEMP TESTER & ENGINE TOOLING
372	2	BOXES OF PAINT GUNS	394	6	CYLINDER BASE WRENCHES & GLAND NUT TOOLS
373	9	ELECTRIC TOOLS	395	1	VALVE SPRING COMPRESSORS
374	1	STEEL BENCH WITH VISE	396	5	RADIAL ENGINE TOOLS
375	1	AIR FITTINGS & GRINDER WHEELS	397	8	GAUGES, FLOW METERS & TOOLING

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Lot	Qty	Description	Lot	Qty	Description
398	1	ENGINE STAND	420	5	HAND DRILLS, HAND PLANERS & MISC
399	3	JUKE BOXES	421	8	MISC TOOLING
400	2	PAINT POT & SHAKER	422	15	CLAMPS
401	5	JUMPER CABLES, GREASE GUNS & MISC	423	1	LOT OF SAWS & BLADES
402	2	PARTS WASHERS	424	3	METAL SHELVES
403	3	NEW DRILL BITS & REAMERS	425	1	ELECTRIC HAMMER DRILL
404	5	NEW PUNCHES, CHISELS & MISC TOOLS	426	4	TOOL CHESTS
405	4	HOLE SAWS	427	13	TOOL BOXES
406	7	NEW TOOLS	428	1	BANDING KIT
407	2	NEW C-CLAMP VISE GRIP SETS	429	11	VISES & ANVIL
408	5	TIRE IRONS & MISC TOOLS	430	4	CHAINSAWS & CUT-OFF SAW
409	9	NEW & USED WRENCHES	431	4	CHAIN HOISTS
410	4	TORQUE WRENCHES	432	1	SPARK PLUG CLEANER/TESTER & GAPPING TOOL
411	7	SPEED WRENCHES, RATCHETS & SOCKETS	433	1	LOT OF PORTAPOWER PUMPS
412	6	HELICOIL, TAP & DIE INV	434	1	LOT OF ROLLER STAND & JACK STANDS
413	1	HAMMERS & PRY BARS	435	23	BOTTLE JACKS
414	7	SHEARS, PLYERS & CRIMPERS	436	2	H-FRAME PRESSES
415	5	SCREW DRIVERS	437	1	24" AIRCRAFT JACK SET
416	8	ALLEN WRENCHES, PUNCHES & FILES	438	2	TRANSMISSION JACKS
417	2	TUBING BENDERS/T CONDUIT BENDERS	439	7	FLOOR JACKS
418	15	PIPE WRENCHES, BOLT CUTTERS & CRIMPER	440	2	AIR COMPRESSOR
419	5	GEAR PULLERS	441	1	TIRE MACHINE WITH INV

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Lot	Qty	Description
442	5	DRILL PRESSES
443	2	DRY ICE CONTAINERS
444	1	MAGNAFLUX MACHINE DN-543 MACHINE, 6 FT BED
445	1	MAGNAFLUX 50220-D DEMAG STAND
446	7	PEDESTAL & BENCH GRINDERS
447	1	BATTERY CART
448	1	APU CABLES & INV
449	1	AC RECHARGE CART WITH FREON & INV
450	2	BRAKE BLEEDER POTS
451	1	SCALE & MISC
452	1	LOF OF SHOP VACS
453	1	PROP BLADE POLISHER
454	1	NEW WOOD LATHE WITH TOOLS
455	7	EXTENSION CORDS & AIR HOSE
456	4	CARTS & CABINETS
457	1	PECK STOW 36" SLIP ROLLER ON STAND
458	1	TENNSMITH 48" SHEET METAL BRAKE ON STAND
459	1	PECK STOW 30" STOMP SHEER
460	1	NEW CENTRAL MACHINERY ENGLISH WHEEL 27" THROAT
461	1	LINCOLN 225 DC ARC WELDER/GENERATOR WITH ONAN GAS ENGINE
462	1	CRAFSTMAN AC ARC WELDER
463	1	LINCOLN IDEALARC TIG 300 AC ARC WITH TIG & MIG SPOOL GUN ATTACHMENT
464	1	LINCOLN IDEALARC TIG 300/300 AC/DC ARC WELDER WITH TIG ATTACHMENT
465	1	WELDING ROD STORAGE CONTAINER & RODS
466	3	OXY/ACETYLENE CARTS
467	4	WELDING INV
468	1	LOT OF LEVELS
469	3	ARBOR PRESSES
470	1	PIPER DEALER SIGN
471	1	NEW 12" BANDSAW
472	3	SCROLL SAWS
473	3	TABLE SAWS & RADIAL ARM SAW
474	2	HORIZONTAL SAWS
475	1	DELTA BANDSAW
476	1	AMERICAN KLEANER HEATED PRESSURE WASHER
477	13	LADDERS
478	1	JOY BAR
479	1	POWER TOW BAR
480	1	LOT OF TOW BARS
482	12	GAS METERS, GREASE PUMPS & BARREL PUMPS
483	2	BARREL CARTS
484	13	2 WHEEL DOLLIES

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Lot	Qty	Description	Lot	Qty	Description
485	13	LIFT TABLES & DOCK CARTS	507	1	MOTOWLIFT FORKLIFT WITH SPARE TIRES
486	4	PALLET JACKS	508	1	SHOP LIGHTS
487	10	MUFFLERS & AUTOMOTIVE INV	509	2	AIRHOSE & MISC
488	3	AUTOMOTIVE ENGINES	510	7	HOSE REELS
489	1	LOT MOTORCYCLE INV	511	25	OXYGEN BOTTLES
490	7	FANS	512	1	AIRHORN
491	1	ELECTRIC MOTORS	513	1	LOT AIRCOMPRESSOR MOTORS
492	4	GENERATORS	514	4	DOLLY WHEELS
493	2	SIGNS	515	6	DOLLIES & CARTS
494	1	TRASH PUMP	516	1	LOT AIRNAILERS
495	7	COMEALONGS & WRENCHES	517	1	CABINETS, CHEMICALS & HANGAR REPAIR INV
496	4	TUMBLER, POTATO PEELER & MOWER	518	3	CABINETS WITH INVENTORY
497	8	CHOCKS, LADDER & MISC	519	1	PHENALIC
498	5	INVENTORY/MAINTENANCE LADDERS	520	1	ELECT/HARDWARE INV
499	1	LOT OF WING STANDS & MODULE STAND	521	1	CRYSTAL ANTIQUE REFRIGERATOR
500	1	GANTRY	522	1	CARBIDE TORCH
501	1	FOREMANS STAND	523	1	WELDING TABLE
502	1	HEATREAT OVEN	524	1	LOT OF WELDING INV
503	1	60 TON H-FRAME PRESS	525	1	LOT OF CHAINS & HOOKS
504	4	SHORING STANDS	526	1	HARDWARE CABINET
505	1	MACHINEST CABINET	527	1	HOTPOINT REFRIGERATOR
506	1	ELECTRIC HOISTS	528	1	WELDING WIRE

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Lot	Qty	Description
529	1	LOT OF SAWS
530	1	VAPOR BLAST CABINET
531	1	KWIK-WAY PISTON GRINDER
532	1	POWER HACKSAW
533	1	BLAST CABINET
534	1	LATHE & TOOLING
535	1	SHOP EQUIPMENT
536	5	CAR PARTS, REFRIGERATOR & MISC
537	1	SHEET METAL
538	1	CABINET WITH AUTOMOTIVE PARTS
539	1	BIG BLOCK & AUTO PARTS
540	1	LAZY SUSAN
541	1	LOT OF AUTOMOTIVE INV
542	1	OIL & CHEMICALS
543	1	ANTIQUE STOVE
544	1	SHELVES OF AUTOMOTIVE/MOTORCYCLE PART, ELECTRICAL & HARDWARE
545	1	CREEPERS
546	13	VOLKSWAGEN ENGINES & PARTS
547	1	VOLKSWAGEN BUG BODY & PARTS
548	1	SANDRAIL
549	1	FARMALL CUB TRACTOR WITH WOODS BELLY MOWER
549A	1	CUB DISC/PLOW ASSY
550	1	MASSEY FERGUSON 150 TRACTOR
551	1	INTERNATIONAL 185 LOW BAY TRACTOR
552	3	TRACTOR MOWERS
553	1	TORO REEL MOWER
554	1	AIRPORT LIGHTS
555	1	600 GALLON ALUMINUM FUEL TANK
555A	1	ALUMINUM MAINTENANCE PLATFORM
556	1	SPARTAN TRAVEL TRAILER
557	1	NEW PERKINS 1104C-44 DIESEL ENGINE

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (this "**Agreement**") is entered into as of the last date of execution (the "**Effective Date**") between **Dominion Energy South Carolina, Inc.**, a South Carolina corporation (hereinafter designated as "**DESC**") and the following additional parties in their various capacities as noted below: **Wilson Shealy, Jr.**, **Mimi E. Shealy, The Estate of Wilson Shealy, Sr.**, and the **Wilson Shealy Trust** (hereinafter designated collectively as the "**Shealy Parties**"). **Rene S. Wells** is also a party to this Agreement, but only to bind her to limited and specific terms and provisions of the Agreement. By signing this Agreement individually, Rene S. Wells is not bound individually to pay any amount or indemnify DESC for any Claims as defined herein, or otherwise.

RECITALS

Wilson Shealy, Jr., Individually, as a Personal Representative of the Estate of Wilson Shealy, Sr., and also as a Co-Trustee and a Beneficiary of the Wilson Shealy Trust dated September 2, 2011, as amended by the First Amendment and Restatement of Trust Agreement dated March 23, 2016, and also as an heir of Wilson Shealy, Sr., with a mailing address of P.O. Box 8, Monetta, South Carolina 29105; and

Rene S. Wells, as a Personal Representative of the Estate of Wilson Shealy, Sr., and also as a Co-Trustee and a Beneficiary of the Wilson Shealy Trust dated September 2, 2011, as amended by the First Amendment and Restatement of Trust Agreement dated March 23, 2016, with a mailing address of 504 Garden Arbor Lane, Lexington, South Carolina 29072; and

Mimi E. Shealy, Individually, and also as a Beneficiary of the Wilson Shealy Trust dated September 2, 2011, as amended by the First Amendment and Restatement of Trust Agreement dated March 23, 2016, and also as an heir of Wilson Shealy, Sr., with a mailing address of 969 Rocking Creek Road, Leesville, South Carolina 29070.

The Estate of Wilson Shealy, Sr., by and through Wilson Shealy, Jr., and Rene S. Wells, acting in the capacities as the Personal Representatives of the Estate;

The Estate of Wilson Shealy, Sr. (the "**Estate**") and the Wilson Shealy Trust dated September 2, 2011, as amended by the First Amendment and Restatement of Trust Agreement dated March 23, 2016 (the "**Wilson Shealy Trust**") are hereinafter designated collectively as the "**Obligated Parties.**"

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DESC and the Shealy Parties (which includes the Estate and the Wilson Shealy Trust may be referred to separately as "**Party**" or jointly as the "**Parties**").

RECITALS

WHEREAS, DESC owns that real property with a primary address of 1425 Frank Shealy Road, Leesville, South Carolina 29070 (the "**Real Property**"). The Real Property is that same real property which was conveyed by Frank W. Shealy to the Lexington Water Power Company, its successors and assigns, by that certain deed dated on or about July 11, 1927, recorded in the Office of the Lexington County Clerk of Court in Book 4-E, at Page 404, on July 12, 1927, less and excluding any portion of such Real Property which may have subsequently been conveyed by DESC or its predecessors in interest to third parties. The Real Property is that property subject of the South Carolina Supreme Court decision titled *Shealy v. South Carolina Electric Gas Co.*, 278 S.C. 132 (S.C. 1982), 293 S.E.2nd 306 (June 16, 1982).

WHEREAS, DESC, formerly known as South Carolina Electric & Gas Company, as Landlord, and Wilson Shealy and Violet E. Shealy, as Tenants entered into that certain Lease of Real Property dated as of April 14, 1986 (the "**Lease**") for a portion of the Real Property as more fully set forth in the Lease and the exhibits thereto (the "**Leased Premises**"). A copy of the Lease is attached hereto as **Exhibit A** and incorporated herein as it deals with the obligations of the Tenants. The terms and conditions of the Lease are incorporated herein as if fully set forth verbatim.

WHEREAS, before the commencement date of the Lease and after that, the Tenants occupied a residential dwelling and operated an aviation business on the Leased Premises.

WHEREAS, during that time the Tenants occupied the Real Property and the Leased Premises, they constructed multiple storage buildings and hangars on the Real Property and Leased Premises and collected a wide assortment of complete or partial airplanes and motor vehicles, parts for airplanes and motor vehicles, and a wide variety of miscellaneous items. Some of these items were stored within the buildings, and others were scattered about the Real Property or Leased Premises (collectively referred to as the "**Personal Property**").

WHEREAS, Violet E. Shealy predeceased Wilson Shealy. Wilson Shealy, also known as Wilson Shealy, Sr., passed away on December 30, 2020.

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WHEREAS, the Lease automatically terminated upon the death of Wilson Shealy, Sr., on December 30, 2020.

WHEREAS, the Estate of Wilson Shealy, Sr. (the "**Estate**") was filed in the Probate Court for Lexington County, South Carolina, on January 15, 2021, and was assigned Case Number 2021-ES-32-00073. Wilson Shealy, Jr. and Rene Shealy Wells, son and daughter of Wilson Shealy, Sr., were appointed the Estate's Personal Representatives.

WHEREAS, Wilson Shealy, Sr. placed his personal property into the Wilson Shealy Trust dated September 2, 2011, as amended by the First Amendment and Restatement of Trust Agreement dated March 23, 2016 (the "**Wilson Shealy Trust**"). The Wilson Shealy Trust appointed Wilson Shealy, Jr., and Rene Shealy Wells as Co-Trustees of the Wilson Shealy Trust. The beneficiaries under the Wilson Shealy Trust are Wilson Shealy, Jr., Rene Shealy Wells, and Mimi Ellen Shealy. The Last Will and Testament of Wilson Shealy, Sr., dated March 23, 2016, contains a pour-over provision such that upon his death, the rest, residue, and remainder of his property of every kind and description wherever situate and whether acquired before or after the execution of the Last Will and Testament, was gifted, devised, and bequeathed to the Wilson Shealy Trust.

WHEREAS, after the termination of the Lease, there remains a large amount of Personal Property that must be removed from the Real Property.

WHEREAS, the Parties are entering into this Agreement to establish the Shealy Parties' and Rene S. Wells' protocols to access the Real Property to remove the Personal Property and take other actions as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, DESC, the Shealy Parties, and Rene S. Wells agree as follows:

1. **Recitals.** The Recitals are incorporated into this Agreement as if fully set forth herein.

2. **Real Property Ownership/Disclaimer of Interest.** DESC is the owner of the Real Property and is entitled to possession of the Real Property.

3. **Right of Entry.** For the term of this Agreement, DESC grants to the Shealy Parties and its agents, advisors, employees, consultants, representatives, and independent contractors, hired directly or indirectly by the Shealy Parties (collectively, the "**Shealy Parties' Representatives**"), a limited right of ingress

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and egress to and from the Real Property for the Removal Obligations and Permitted Uses, as defined herein. The Shealy Parties agree to use their best efforts to complete the removal obligations set forth below at their own cost and expense (the "**Removal Obligations**"):

a. To secure the Personal Property.
b. To maintain the Personal Property.
c. To remove or allow to be removed any Personal Property that belongs to any third party.
d. To restore or remove any improvements on the Real Property.
e. To remove any Personal Property not otherwise disposed of by above.
f. To remedy any waste created on the Real Property on or before the Effective Date of this Agreement.
g. To remove any hazardous chemicals stored on the Leased Premises.
h. To demolish any improvement on the Leased Premises which has become hazardous because of damage from any cause, including normal deterioration, and to remove all construction material and debris from the improvement and restore the site of the improvement as nearly as reasonably possible to the condition existing before the improvement was constructed.
i. To restore and repair any damage occasioned to the Real Property as necessary after removing the Personal Property or any improvements.
j. There is no requirement to remove the guide tower or its foundations from the Real Property.
k. Any other actions that may be necessary to accomplish the Parties' intent as outlined in this Agreement.

The Removal Obligations must be completed to the satisfaction of DESC on or before **August 31, 2022.**

In addition to the Removal Obligations, the Shealy Parties and Rene S. Wells are granted the right of ingress and egress to and from of that portion of the Real Property where the Personal Property is located for the following additional uses (but not the obligation) (the "**Permitted Uses**"):

a. To inspect and catalog or index the Personal Property.
b. To appraise the value of the Personal Property.
c. To conduct private and public auctions of the Personal Property.
d. To allow third parties that purchase any Personal Property to remove the same from the Real Property.

The Shealy Parties and Shealy Parties' Representatives shall undertake all activities on the Real Property in compliance with all applicable laws and

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shall use commercially reasonable efforts to minimize the extent and duration of any interference with DESC's business operations on the Real Property. The cost of all such Removal Obligations and Permitted Uses shall be the responsibility of the Shealy Parties and not DESC.

4. **Term.** This Agreement shall be binding as of the date of the Effective Date and shall terminate upon the earlier of (i) the completion of the Removal Obligations outlined in Section 3 herein to the satisfaction of DESC; or (ii) **August 31, 2022**. Notwithstanding the termination of the Agreement, certain provisions shall survive such termination as noted herein.

5. **Utilities.** The Obligated Parties shall be solely responsible for and shall promptly pay all charges for utilities serving the Real Property and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service until the term of this agreement expires or the Obligated Parties notify DESC that they no longer need utility service.

6. **No Interest In Real Property. ALL PARTIES ACKNOWLEDGE AND AGREE THAT THE SHEALY PARTIES' RIGHT OF ENTRY GRANTED BY THIS AGREEMENT DOES NOT CONSTITUTE A CONVEYANCE OF ANY INTEREST IN REAL ESTATE TO THE SHEALY PARTIES OR RENE S. WELLS AND THAT NO LEASEHOLD INTEREST OR OTHER REAL ESTATE INTEREST HAS BEEN CREATED BY THIS AGREEMENT.**

7. **DESC's Use of the Real Property.** DESC, its successors and assigns, shall at all times have the right to use any portion of the Real Property for any purpose. DESC assumes all risk and liability associated with its use of any portion of the Real Property for any purpose after the Effective Date of this Agreement unless any damage or liability is caused by the negligence or willful misconduct of the Shealy Parties.

8. **Security and Access to the Real Property.**

   a. The Shealy Parties acknowledge that DESC has the right, but not the obligation, to secure the access points and to limit access to the Real Property at all times. To the extent that DESC secures the access points, it will construct a double wide gate for a total access width of forty (40') feet blocking access to the existing road at the end of the public right of way. Notwithstanding, if necessary, DESC will allow the Shealy Parties to temporarily remove any portion of the gate, at their own expense, in order to remove any of the Personal Property from the Real Property. After such removal, the Shealy Parties shall immediately restore the gate to its prior configuration on the same day, at their own expense. DESC may also install additional fencing and gates in other locations to limit access to the Real Property.

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b. The Shealy Parties are not entitled to unlimited access to the Real Property without prior notice to DESC. The Shealy Parties and Rene S. Wells shall only be permitted to access the Real Property to carry out the Removal Obligations and Permitted Uses.

c. Before accessing the Real Property, the Shealy Parties, Rene S. Wells, and the Shealy Parties' Representatives shall provide DESC with as much advance notice as is possible. For simplicity, the Shealy Parties may provide a list of dates or group of dates to DESC in advance when it anticipates access to the Real Property will be necessary to prevent the requirement of a daily notice. Notice may be provided by telephone to the designated DESC contact set forth in the Notice section. It is not the intent of this Agreement or DESC to in any way prevent the Shealy Parties from access to the Real Property to perform the requirements of this Agreement.

d. The Shealy Parties and Rene S. Wells agree to and shall ensure that the Shealy Parties' Representatives, at all times, abide by the security policies of DESC that DESC may make available to the Shealy Parties from time to time. DESC will supply the Shealy Parties with keys or security devices, or codes for accessing the Real Property. The Shealy Parties and Rene S. Wells shall not duplicate or disclose such keys or security devices or codes and shall prevent the Shealy Parties' Representatives from duplicating any keys or security devices or codes.

e. At the request of DESC, the Shealy Parties will provide to DESC a list of all Shealy Parties' Representatives authorized by the Shealy Parties to have access to the Real Property. The Shealy Parties will update such list as soon as reasonably practicable upon a change in such personnel, provided, however, that any person not on such list may not enter upon the Real Property.

f. So long as the Consent Order For Restraining Order and Preliminary Injunction issued in Civil Action Number 2018-CP-32-00913 is effective, the Shealy Parties shall coordinate and work together to remove any Personal Property belonging to David J. Shealy.

g. The Shealy Parties and Rene S. Wells acknowledge that DESC's limitation on access to the Real Property is not a conversion of the Personal Property or in any way an effort by DESC to assert any rights to the Personal Property.

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9. **Control/Ownership of the Personal Property.** DESC claims no interest in and to the Personal Property or any dominion or control over the same. The Shealy Parties and Rene S. Wells acknowledge that DESC has not taken or otherwise converted any of the Personal Property to its own use or possession. The Parties agree that the Personal Property remains the sole property of the Shealy Parties. The Parties agree that DESC has no obligation and will take no action to secure, preserve, or insure the Personal Property. The responsibility to secure, preserve, or insure the Personal Property shall remain the sole obligation of the Obligated Parties. Civil Action Number 2018-CP-32-00913 shall have no impact on the responsibilities of the Shealy Parties as outlined in this Agreement.

10. **Obligation to Determine Ownership/Duty to Remove.** It shall not be the responsibility of DESC to determine which of the Shealy Parties or any third party has the right or obligation to remove the Personal Property. Also, it shall not be the obligation of DESC to determine the ownership of any of the Personal Property before its removal from the Real Property.

11. **Relationship of the Parties.** The Parties agree that the Shealy Parties are not holdover tenants. The Parties agree that no holdover or other form of tenancy exists between DESC and any Shealy Parties or Rene S. Wells for any portion of the Real Property.

12. **Liability and Indemnity.**

a. Claims Related to the Tenants. The Obligated Parties agree to compensate DESC for damages and to indemnify and to hold DESC harmless from all claims (including, but not limited to, property damages and personal injury, including death), including reasonable attorneys' fees, costs and expenses of defending against such claims, as well as fines and penalties imposed by any government and regulatory agencies, including but not limited to the Federal Aviation Administration (collectively referred to as "**Claims**"), arising or alleged to arise directly or indirectly from the use of the Real Property by the Tenants. The Shealy Parties or Rene S. Wells shall have no obligation to indemnity DECS for any Claims arising from the preceding sentence.

b. Claims Related to the Shealy Parties. The Shealy Parties agree to compensate DESC for damages and to indemnify and to hold DESC harmless for Claims arising or alleged to arise directly or indirectly from by their actions or inactions or those of the Shealy Parties' Representatives. The indemnity obligations described in this Section shall survive termination of

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this Agreement. Each Shealy Party shall be liable for the Claims arising by that Shealy Party. The Shealy Parties shall be jointly and severally liable for any Claim arising as a result of the Shealy Parties' Representatives.

13. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, DESC shall not be liable to the Shealy Parties or Rene S. Wells for any consequential damages or lost profits of the Shealy Parties or any other person or entity in any event or under any circumstances, and the Shealy Parties shall indemnify DESC and hold it harmless therefrom. There are no intended third party beneficiaries under this Section or this Agreement.

14. **THE PARTIES UNDERSTAND THAT DESC WOULD NOT ENTER INTO THIS AGREEMENT EXCEPT THAT IT IS CLEARLY UNDERSTOOD THAT DESC SHALL NOT BE LIABLE TO THE SHEALY PARTIES, RENE S. WELLS, OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER.**

15. **Defaults and Remedies.**

a. The Shealy Parties shall be in default under this Agreement:

i. Fifteen (15) days after receipt of written notice of any default from DESC which default is not cured within said time; or

ii. The Shealy Parties fail to remove the Personal Property from the Real Property, complete the Removal Obligations, and comply with all other requirements of this Agreement on or before **August 31, 2022**, at 5:00 p.m. EST.

b. All Personal Property or improvements not removed on or before August 31, 2022, at 5:00 p.m. EST. will conclusively be deemed to have been abandoned by the Shealy Parties and may be appropriated, sold, stored, destroyed, or otherwise disposed of by DESC without notice to the Shealy Parties, Rene S. Wells, or any other person, and without obligation to account for them. The Obligated Parties will pay DESC all expenses incurred in connection with DESC's disposition of such Personal Property or improvements, including without limitation the cost of repairing any damage to the Real Property caused by the removal of such Personal Property or improvements. The Obligated Parties will hold DESC harmless from loss, liability, or expense arising from all claims due to DESC exercising this or any other remedy. Rene S. Wells waives any claims against DESC due to it exercising this or

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any other remedy under this Agreement. The Obligated Parties' obligations under this Section will survive the termination of this Agreement. Notwithstanding, Wilson Shealy, Jr., Rene S. Wells, or Mimi E. Shealy, in their individual capacities, shall have no obligation to compensate DESC under this Section 15 (b) in connection with DESC's disposition of such Personal Property or improvements so long as they use their best and good faith efforts to perform the Removal Obligations before August 31, 2022.

c. The rights and remedies stated in this Agreement are not exclusive. DESC, in the event of a default under this Agreement, is entitled to terminate this Agreement and pursue any of the remedies provided in this Agreement, by law, or by equity.

d. No course of dealing between the Parties or any delay on the part of a Party to exercise any right it may have under this Agreement shall operate as a waiver of any of the rights hereunder or provided by law or equity, nor shall any waiver of any prior default operate as the waiver of any subsequent default. No express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

16. **Hazardous Substances.**

a. Obligated Parties' Obligations. The Obligated Parties agree to fully protect, indemnify, and hold DESC harmless from and against any claims for natural resource damages or environmental impairment resulting directly or indirectly from the Tenant's activities on the Real Property before the term of this Agreement.

b. Shealy Parties' Obligations. The Shealy Parties agree to fully protect, indemnify, and hold DESC harmless from and against any claims for natural resource damages or environmental impairment resulting directly or indirectly from their activities on the Real Property during the term of this Agreement.

c. Obligated Parties' Additional Obligations. In the event Hazardous Substances are discovered on, in or under the Real Property solely as a result of any act or omission of the Tenants, the Obligated Parties shall be obligated immediately to conduct the removal of such Hazardous Substances and to indemnity DESC and hold it harmless for any claims arising out of such Hazardous Substances.

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d. Shealy Parties' Additional Obligations. In the event Hazardous Substances are discovered on, in or under the Real Property solely as a result of any act or omission of the Shealy Parties other than those actions of the Tenants, the Shealy Parties shall be obligated immediately to conduct the removal of such Hazardous Substances and to indemnity DESC and hold it harmless for any claims arising out of such Hazardous Substances.

e. Any liabilities arising under the provisions hereinabove in this Section shall render the Obligated Parties or the Shealy Parties, as applicable, liable to DESC for any costs, including legal fees, incurred by DESC regarding any resulting citations, penalties or claims of any governmental agencies having responsibilities for environmental matters, and any natural resource damage resulting from such violation.

f. For the purposes hereof, "Hazardous Substances" means pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables or any other substances whose nature or quantity of existence, use, release, manufacture or effect renders it subject to clean up under any Federal, state or local environmental, health, community awareness or safety laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

17. **Assignment.** The Shealy Parties or Rene S. Wells may not assign or otherwise convey this Agreement in whole or in part without the prior written consent of DESC, which consent may be withheld by DESC in its absolute discretion. Any assignment of this Agreement in violation of this Section shall be void and of no effect.

18. **Notices.** All notices required or permitted to be given according to this Agreement shall be in writing (except for telephonic notice for access) and shall be effective upon personal delivery to the Party to whom they are addressed; or, upon receipt/confirmation, if sent via email to the email addresses indicated below; or, if mailed first class, postage prepaid, registered or certified to the addresses indicated below, upon actual receipt or rejection; or, if sent by nationally recognized overnight courier, the date when signed for at addressee's residence or place of business and addressed to each Party at the following address:

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DESC:

Dominion Energy South Carolina, Inc.
Attention: Ray Nix
220 Operation Way, Mail Code D112
Cayce, South Carolina 29033
Email: ray.nix@dominionenergy.com
Telephone: (803) 603-3905

Copy to:
Gary C. Pennington, Esquire
Pennington Law Firm, LLC
2015 Boundary Street, Suite 223
Beaufort, South Carolina 29902
Email: GaryPennington@pennlawfirm.com
Telephone: (803) 929-1070

SHEALY PARTIES:

Wilson Shealy, Jr.
P.O. Box 8,
Monetta, South Carolina 29105

C/O Richard R. Gleissner, Esquire
Gleissner Law Firm, LLC
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
Email: rick@gleissnerlaw.com
Telephone: (803) 787-0505

C/O Jonathan E. Spitz, Esquire
Todd & Johnson, L.L.P.
609 Sims Avenue
Columbia, South Carolina 29205
Email: jspitz@toddandjohnson.com
Telephone: (803) 252-1500

Rene S. Wells
504 Garden Arbor Lane
Lexington, South Carolina 29072
C/O Richard R. Gleissner, Esquire

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Gleissner Law Firm, LLC
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
Email: rick@gleissnerlaw.com
Telephone: (803) 787-0505

C/O Jonathan E. Spitz, Esquire
Todd & Johnson, L.L.P.
609 Sims Avenue
Columbia, South Carolina 29205
Email: jspitz@toddandjohnson.com
Telephone: (803) 252-1500

Mimi E. Shealy
969 Rocking Creek Road
Leesville, South Carolina 29070

C/O Richard R. Gleissner, Esquire
Gleissner Law Firm, LLC
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
Email: rick@gleissnerlaw.com
Telephone: (803) 787-0505

C/O Jonathan E. Spitz, Esquire
Todd & Johnson, L.L.P.
609 Sims Avenue
Columbia, South Carolina 29205
Email: jspitz@toddandjohnson.com
Telephone: (803) 252-1500

19. **Mechanic's Liens.** The Shealy Parties shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Real Property or any part thereof by reason of work, labor, services, or materials requested and supplies claimed to have been requested by the Shealy Parties; and if such lien shall at any time be so filed, the Shealy Parties shall cause it to be canceled and discharged of record (by bonding or otherwise), within thirty (30) days after notice of the filing thereof, and the Shealy Parties shall indemnify and hold harmless DESC from any loss incurred in connection therewith.

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20. **Miscellaneous.**

a. Amendment/Waiver. The Agreement cannot be amended, modified, or revised unless done in writing and signed by DESC and the Shealy Parties. No provision may be waived except in writing signed by both Parties. The failure by a Party to enforce any provision of the Agreement or to require performance by the other Party will not be construed to be a waiver or in any way affect the right of either Party to enforce such provision thereafter.

b. Bind and Benefit/Rights Upon Sale. The terms and conditions in the Agreement bind and inure to the benefit of the Parties and their heirs, successors and assigns.

c. Entire Agreement. The Agreement and any exhibits attached hereto, all being a part hereof, constitute the Parties' entire agreement and will supersede all prior offers, negotiations, and agreements concerning the subject matter of the Agreement.

d. Governing Law and Venue. The Agreement will be governed by the laws of the State of South Carolina, without regard to conflicts of law.

e. Time is of the Essence. Time is of the essence for the performance and completion of the Parties' obligations under this Agreement.

f. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a Party's consent is required under the Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into the Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in the Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

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g. Survival. Any provisions of the Agreement relating to the payment of any consideration, fee, or expense and the obligation of indemnification shall survive the termination or expiration of the Agreement. Also, any terms and conditions contained in the Agreement that by their sense and context are intended to survive the termination or expiration of the Agreement shall so survive.

h. Severability. If any provision of the Agreement is held invalid, illegal, or unenforceable by a court or agency of competent jurisdiction, (i) the validity, legality, and enforceability of the remaining provisions of the Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (ii) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of the Agreement impossible or materially impairs the original purpose, intent, or consideration of the Agreement, and the Parties are, despite the good faith efforts of each, unable to amend the Agreement to retain the original purpose, intent, and consideration in compliance with that court or agency determination, either Party may terminate the Agreement upon ten (10) days prior written notice to the other Party.

i. **Waiver of Jury Trial. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL APPLY TO ANY ACTION BY DESC AGAINST THE SHEALY PARTIES.**

j. No Joint Venture. Nothing shall be construed to constitute the Parties as landlord and tenant, sublandlord and subtenant, employer and employee, partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. The Shealy Parties shall not have any right, power, or authority to act or create any obligation, express or implied, on behalf of DESC. The Shealy Parties shall have no property rights or ownership interest in the Real Property by virtue of the Agreement and the exhibits attached hereto.

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k. Authority. Each of the Shealy Parties and Rene S. Wells, in their various capacities, acknowledges and represents that they have the right, power, and authority to enter into the Agreement and bind themselves in their various capacities and the Estate through the Party set forth as the signatory for each of the Parties below.

l. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same Agreement. The Parties may conduct this transaction by electronic means, and this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include digital execution through a provider acceptable to DESC, the Shealy Parties, and Rene S. Wells, faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via PDF) of an original signature.

[SIGNATURE PAGES TO FOLLOW]

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The Parties hereto have set their hands and affixed their respective seals the day and year written below.

DESC:

DOMINION ENERGY SOUTH CAROLINA, INC.,
a South Carolina Corporation

By: Barry McDonald [SEAL]
Name: Barry McDonald
Title: General Manager - Land & Facilities
Date: Feb 21, 2022

JB

Feb 17, 2022

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THE SHEALY PARTIES:

Wilson Shealy, Jr., Individually

By: _____[SEAL]
Name: Wilson Shealy, Jr.
Date: 2-15-22

Wilson Shealy, Jr., as a Personal Representative of the Estate of Wilson Shealy, Sr.

By: _____[SEAL]
Name: Wilson Shealy, Jr.
Date: 2-15-22

Wilson Shealy, Jr., as a Co-Trustee and a Beneficiary of the Wilson Shealy Trust dated September 2, 2011, as amended by the First Amendment and Restatement of Trust Agreement dated March 23, 2016, and as an heir of Wilson Shealy, Sr.

By: _____[SEAL]
Name: Wilson Shealy, Jr.
Date: 2-15-22

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Rene S. Wells, as a Personal Representative of the Estate of Wilson Shealy, Sr.

By: _____ [SEAL]
Name: Rene S. Wells
Date: 16-FEB-2022

Rene S. Wells, as a Co-Trustee and a Beneficiary of the Wilson Shealy Trust dated September 2, 2011, as amended by the First Amendment and Restatement of Trust Agreement dated March 23, 2016, and as an heir of Wilson Shealy, Sr.

By: _____ [SEAL]
Name: Rene S. Wells
Date: 16-FEB-2022

Rene S. Wells, Individually but explicitly limited to the Sections of the Agreement that require her signature for validity. This signature does not obligate Rene S. Wells to pay any damages or indemnify DESC for any Claims.

By: _____ [SEAL]
Name: Rene S. Wells
Date: 16-FEB-2022

RW
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Mimi E. Shealy, Individually,

By: Mimi E Shealy [SEAL]
Name: Mimi E. Shealy
Date: 2-15-22

Mimi E. Shealy, as a Beneficiary of the Wilson Shealy Trust dated September 2, 2011, as amended by the First Amendment and Restatement of Trust Agreement dated March 23, 2016, and as an heir of Wilson Shealy, Sr.

By: Mimi E Shealy [SEAL]
Name: Mimi E. Shealy
Date: 2-15-22

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THE ESTATE OF WILSON SHEALY, S.R.

Wilson Shealy, Jr., as a Personal Representative of the Estate of Wilson Shealy, Sr.

By: _____ [SEAL]
Name: Wilson Shealy, Jr.
Date: 2-15-22

Rene S. Wells, as a Personal Representative of the Estate of Wilson Shealy, Sr.

By: _____ [SEAL]
Name: Wilson Shealy, Jr.
Date: 2-15-22

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EXHIBIT A

COPY OF THE LEASE

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CLP# L-Shealy
RCVD

STATE OF SOUTH CAROLINA)
) LEASE OF REAL PROPERTY
COUNTY OF LEXINGTON)

THIS AGREEMENT, made and entered into the 14th day of April, 1986, by and between SOUTH CAROLINA ELECTRIC AND GAS COMPANY ("SCE&G") and WILSON SHEALY and VIOLET E. SHEALY, his wife ("Tenants"),

WITNESSETH:

1. The Premises. SCE&G hereby leases to Tenants, and Tenants hereby lease from SCE&G, upon the terms and conditions hereinafter set forth, the land and improvements thereon (the "Premises") on the shores of Lake Murray in Hollow Creek Township, Lexington County, South Carolina, delineated and described as Parcels 1 and 2 on the plat designated Exhibit "A" attached hereto and incorporated herein. Parcel 2, consisting of 4.40 acres (the "Home Site"), is more particularly delineated and described on the plat designated Exhibit "B" attached hereto and incorporated herein.

2. Term. With respect to the entire Premises, the initial term of this lease shall commence when this lease has been executed by both SCE&G and Tenants and shall expire, unless sooner terminated as hereinafter specified in paragraph 4, at midnight on June 30, 1991. Unless SCE&G gives Tenants at least one year's advance written notice of an intent not to renew this lease, the term of this lease shall automatically renew with respect to the entire Premises from year to year following the expiration of the initial term. With respect to the Home Site only, the term of this lease shall commence when this lease has been executed by both SCE&G and Tenants and shall run continuously so long as either of Tenants continues to reside on the Home Site as his or her personal residence.

3. Rent. The obligation of Tenants to pay rent under this lease shall commence on July 1, 1986, and continue so long as Tenants remain in possession of the Premises or any portion thereof. The rent for the entire Premises shall be $75.00 per month from July 1, 1986, through June 30, 1988, and $150.00 per month thereafter. The rent for the Home Site only (which is included in the rent for the entire Premises) shall be $50.00 per month from July 1, 1986, through June 30, 1991, and $75.00 per month thereafter. Rent shall be paid monthly in advance on the first business day of each calendar month. All payments of rent shall be delivered to SCE&G at The Palmetto Center, 1426 Main Street, Columbia, South Carolina, or at such other place as SCE&G may designate from time to time by written notice to

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Tenants. Tenants may, for their convenience, mail rent payments to SCE&G at Post Office Box 764, Columbia, South Carolina 29218, Attention: Accounts Receivable, but no rent payment mailed by Tenants to SCE&G shall be deemed received by SCE&G until actually delivered to SCE&G. If Tenants wrongfully retain possession of the Premises or any portion thereof following a termination of this lease as hereinafter provided, Tenants shall be liable for payment of rent at triple the rate herein specified for the entire period during which they wrongfully retain possession.

4. Termination. SCE&G may terminate this lease as to the entire Premises, including the Home Site, only if (i) Tenants fail to pay an installment of rent when due under this lease and such installment remains unpaid for ten days after SCE&G has given written notice to Tenants of their failure to pay such rent, or (ii) Tenants commit a material breach of any other provision of this lease and such breach remains uncured for thirty consecutive days after SCE&G has given Tenants written notice of such breach. Tenants may terminate this lease as to the entire Premises (including the Home Site) at any time by giving SCE&G at least thirty days written notice of their desire to terminate and thereafter surrendering the Premises to SCE&G. Tenants may also terminate this lease at any time with respect to those portions of the Premises other than the Home Site by giving SCE&G not less than thirty days written notice of their desire so to terminate and thereafter surrendering the Premises, except the Home Site, to SCE&G. This lease shall automatically terminate with respect to the entire Premises (including the Home Site) if neither of Tenants is still living or if the Home Site ceases to be the principal residence of at least one of Tenants. Physical absence of both Tenants from the Home Site for a period of 180 consecutive days shall constitute an abandonment of the Home Site as their principal residence and shall cause this lease to terminate.

5. Use of Premises. Tenants may use the Premises for residential and agricultural purposes and for the operation of the aviation business currently being conducted on the Premises by Wilson Shealy. No other commercial activity may be conducted on the Premises. Tenants may not sublet any portion of the Premises or assign any of their rights under this lease. No persons other than Tenants and the unmarried children of Tenants shall be permitted to reside on the Premises. Tenants shall be responsible for the conduct of any person using or residing upon the Premises with the consent of Tenants. Tenants shall not commit or permit any unlawful act or waste on the Premises. Tenants shall not cut any timber on the Premises unless expressly authorized to do so by SCE&G in writing. Tenants shall not store or permit the storage of any

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hazardous chemical on the Premises, but Tenants may store reasonable quantities of gasoline, solvents, and agricultural and household chemicals for use on the Premises if such substances are stored and used with due care and in compliance with all applicable laws and regulations. Tenants shall not store or permit the storage or abandonment on the Premises of inoperable aircraft or motor vehicles or parts thereof, but this prohibition will not apply to any aircraft or vehicle that is being restored or rebuilt on the Premises or is being used to supply parts for an aircraft or vehicle that is being rebuilt or restored on the Premises.

6. Appliances, Heating System and Utilities. All appliances (such as refrigerators, dishwashers and hot water heaters) installed on the Premises are and shall remain the personal property of Tenants, regardless of whether such appliances are physically attached to the Premises. Tenants may remove any appliances from the Premises at any time during the term of this lease and for a reasonable period, not to exceed six months, following the termination of this lease. If, after termination of this lease, Tenants fail to remove any appliances from the Premises within thirty days after written request from SCE&G that they do so, Tenants shall be deemed to have abandoned all appliances left on the Premises. Any furnace or other mechanical equipment installed in a building on the Premises for the purpose of generating heat in the building shall not be removed by Tenants unless Tenants remove the entire building as hereinafter provided in paragraph 10. Tenants shall be responsible for obtaining and paying for all utility services needed on the Premises.

7. Maintenance. Tenants will be responsible for all maintenance necessary on the Premises, including maintenance of all improvements and all electrical, gas, plumbing, sanitary, heating, ventilating and other facilities and appliances on the Premises. SCE&G will have no responsibility for maintaining any of the appliances, facilities or improvements on the Premises or for correcting any hazardous condition that might exist on the Premises, unless the hazardous condition is created by SCE&G. If SCE&G is required by law to assume or perform any obligation of maintenance of the Premises that is hereby imposed on Tenants, SCE&G may increase the rent to be paid under this lease by an amount sufficient to cover the reasonable cost to SCE&G of performing such obligations. Tenants have been residing on the Premises for many years, are fully aware of the condition of the Premises, accept the Premises in the condition now existing, and acknowledge and agree that the Premises are now in a fit and habitable condition. Tenants jointly and severally release SCE&G and its officers, agents and employees from any and all claims arising

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from or relating to any hazardous condition now or hereafter existing on the Premises, whether known or unknown, unless such hazardous condition is created by SCE&G. If Tenants discover a hazardous condition on the Premises that has been created by SCE&G, Tenants shall give SCE&G prompt notice of such hazardous condition and, if they fail to do so, shall be barred from asserting any claim for damages arising from such hazardous condition.

8. Project Boundary Line. Tenants' right to exclusive use of the Premises is limited to the land above the Project Boundary Line ("PBL") shown on the attached plat, it being understood that SCE&G is not permitted to grant a right of exclusive use of land below the PBL without the express approval of the Federal Energy Regulatory Commission, which approval has not been given. Tenants will have the non-exclusive right to use the land below the PBL.

9. Access. SCE&G and its employees, agents, contractors and licensees shall have access to all portions of the Premises at any reasonable time for any reasonable purpose. Persons entering the Premises at the direction or with the permission of SCE&G will follow normal policies and practices of SCE&G in notifying Tenants of such entry, and no such notification, regardless of whether in the form of a request for permission to enter, shall constitute an admission by SCE&G that Tenants have any right to possession of the Premises other than as established by this lease. SCE&G shall have the right to construct and to dedicate to public use a road across the Premises for the purpose of providing access to the 12.57 acre area designated on the attached plat as reserved for future public recreation development or to any other portion of the land formerly owned by Frank W. Shealy. The right-of-way for any such road will not exceed 100 feet in width and will parallel as closely as reasonably possible the existing power line crossing the Premises. During any period of time that this lease remains in effect as to the homesite only, Tenants shall have a non-exclusive easement for reasonable access to and from the homesite across any roads or driveways now existing or hereafter constructed by or with the consent of SCE&G, but SCE&G shall have the right to relocate any such roads and driveways.

10. Improvements. Tenants may rebuild or restore any existing improvement on the property that is hereafter damaged or destroyed by fire, windstorm or other casualty, but Tenants shall not construct or erect any new improvements on the Premises without the express written consent of SCE&G. So long as Tenants are not in default under the terms of this lease, Tenants or their heirs or assigns may remove or demolish any

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existing improvement on the Premises at any time during the term of this lease and for a period of six months after the expiration or termination of this lease. If any improvement on the Premises becomes hazardous as a result of damage from any cause, including normal deterioration, Tenants shall either restore such improvement to a non-hazardous condition or demolish or remove such improvement. If any improvement on the Premises is removed or demolished, Tenants shall remove from the Premises all construction material and debris from the improvement and restore the site of the improvement as nearly as reasonably possible to the condition existing before the improvement was constructed. Any improvement not demolished or removed as herein provided shall remain the property of SCE&G.

11. Miscellaneous. This lease shall be governed by the laws of the State of South Carolina and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns. If one of Tenants dies while this lease is still in effect, the term "Tenants" shall be deemed to mean and refer to the surviving Tenant unless the context requires otherwise. If Tenants, or either of them, wrongfully retain possession of any portion of the Premises following termination of this lease, Tenants, and each of them individually, shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by SCE&G in recovering possession of the Premises from Tenants, or either of them.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first above written.

SOUTH CAROLINA ELECTRIC AND GAS COMPANY

By: _____
J. W. Wedding, Vice President

TENANTS:

_____
Wilson Shealy

_____
Violet E. Shealy

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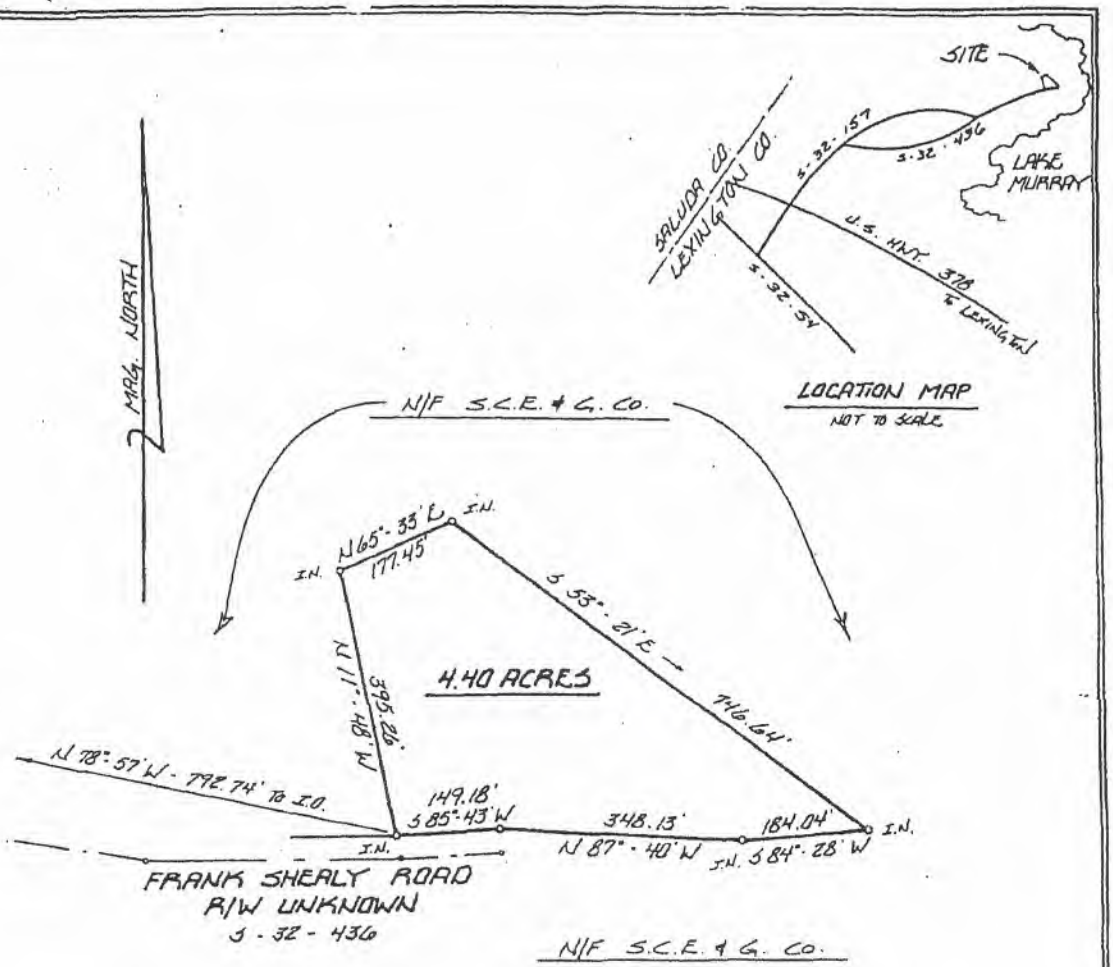

PORTION OF FRANK SHEALY TRACT
TO BE LEASED TO WILSON SHEALY.

PLAT PREPARED FOR

SOUTH CAROLINA ELECTRIC AND GAS CO.

LOCATED IN LEXINGTON COUNTY, S. CAROLINA

SCALE: 1" = 200'

200 0 200
GRAPHIC SCALE

DATE: MAY 9, 1986

REFERENCE: PLAT PREPARED FOR S.C.E. & G. CO. OF SHEALY AIRPORT BY ASSOCIATED ENGINEERS AND SURVEYORS, INC. DATED SEPT 1982

CERTIFICATION: I HEREBY CERTIFY THIS TO BE A PLAT OF TRUE AND CORRECT SURVEY MADE ON THE GROUND AND THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1/5000 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY O.M.D. METHOD OF AREA CALCULATION.

EXHIBIT B

Ronald W. Smith
S.C. REGISTERED PROFESSIONAL LAND SURVEYOR # 3784

ASSOCIATED ENGINEERS & SURVEYORS INC.
WEST COLUMBIA, SOUTH CAROLINA

18-96-86

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STATE OF SOUTH CAROLINA **COUNTY OF LEXINGTON**	)	**IN THE COURT OF COMMON PLEAS**
Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives of Wilson Shealy, Sr., Plaintiff, -vs- David Shealy, Defendant.	)	**CIVIL ACTION NO.: 2021-CP-32-00633** **THIRD-PARTY PLAINTIFF'S RETURN AND BRIEF IN OPPOSITION TO THIRD-PARTY DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**
David Shealy, Third-Party Plaintiff, -vs- Rene Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	)	

The Third-Party Plaintiff David Shealy ("David"), by way of return to the Third-Party Defendants' motion for summary judgment, responds as follows:

FACTUAL/PROCEDURAL BACKGROUND

For almost 53 years, David lived with his father Wilson Shealy, Sr. ("Father") at 1425 Frank Shealy Road, Leesville, South Carolina 29070. During this time David purchased and traded for a substantial amount of personal property (the "Personal

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Property") which he stored on the property. Such Personal Property includes numerous cars, trucks, trailers, aircraft, vehicle parts, equipment, guns and ammunition, and many personal items which David had purchased and kept at 1425 Frank Shealy Road throughout the years. See Exhibit A to Affidavit of Defendant David Shealy ("Shealy Affidavit").

A dispute developed which David attributes to his siblings influence over their father (Wilson Shealy Jr. had his father's power of attorney) and David was forced to leave his home and personal property. Contrary to David's understanding that he could live and keep Personal Property at 1425 Frank Shealy Road, the complaint prayed that the court "allow [Wilson Shealy, Sr.] to sell David's Personal Property, if not removed in a timely manner, to pay storage fees for allowing David to store his property on Wilson's property." The Plaintiffs also maintain and claim that much of the personal property on the land was their father's and not David's.

The Plaintiffs sought and obtained a preliminary injunction on July 23, 2018, which has prohibited David Shealy from entering the property at 1425 Frank Shealy Road. David filed an Answer, Counterclaims, and Third-Party Complaint against his father and family members Rene Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy which he later amended on February 19, 2020. David's counterclaims include negligence, conversion, civil conspiracy, and breach of fiduciary duty. See Shealy Affidavit.

Wilson Shealy, Sr. passed away on December 30, 2020. Wilson Shealy, Sr.'s Estate (2021-ES-32-00073) was opened on January 15, 2021, and his children Rene Shealy Wells and Wilson Shealy, Jr. were appointed co-person representatives of the state. Pursuant to Wilson Shealy, Sr.'s Will, any personal property in his possession passed into a Trust.

Dominion Energy South Carolina, Inc. (formerly SCE&G) ("Dominion") leased the property to Wilson Shealy, Sr. during his lifetime. This lease expired upon his death. Wilson Shealy, Jr., Mimi E. Shealy, Rene Shealy, The Estate of Wilson Shealy, Sr., and the Wilson Shealy Trust (the "Shealy Parties") entered a Right of Entry ("ROE") agreement

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with Dominion on February 17, 2022, which has several relevant terms. An authentic copy of this agreement is attached as Exhibit A to this Return. David Shealy was not a party to this agreement.

Under the ROE, the Shealy Parties agreed to the following: "a. To secure the Personal Property. b. To maintain the Personal Property. c. To remove or allow to be removed any Personal Property that belongs to any third party." The Shealy Parties also requested and received specific permission for the following: "a. To inspect and catalog or index the Personal Property b. To appraise the value of the Personal Property. c. To conduct private and public auctions of the Personal Property. d. To allow third parties that purchase any Personal Property to remove the same from the Real Property."

The Shealy Parties further agree, "So long as the Consent Order for Restraining Order and Preliminary Injunction issued in Civil Action Number 2018-CP-32-0913 is effective, the Shealy Parties shall coordinate and work together to remove any Personal Property belonging to David J. Shealy." Significantly, the Shealy Parties also acknowledge that Dominion's limitation on Access is not a conversion of the Personal Property. The ROE further, provides, "The responsibility to secure, preserve, or insure the Personal Property shall remain the sole obligation of the Obligated Parties. Civil Action Number 2018-CP-320913 shall have no impact on the responsibilities of the Shealy Parties as outlined in this Agreement."

Finally, the ROE sets forth a deadline of August 31, 2022.

As set forth in the Shealy Affidavit, the Plaintiffs and Third-Party Defendants have already sold numerous vehicles owned by David for scrap, removed his guns, and have set up a comprehensive auction.

While the parties have exchanged written discovery, the parties have not conducted any depositions. The undersigned counsel was substituted for William Walker on March 2022.

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On April 18, 2022, the Third-Party Defendants filed this Motion for Summary Judgment challenging the sufficiency of claims in the Third-Party Complaint.

STANDARD OF REVIEW

Summary judgment is appropriate where there is no genuine issue of material fact, and it is clear 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 nonmoving party. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994). "Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law" and "should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts." *Lanham v. Blue Cross & Blue Shield of S.C., Inc.*, 349 S.C. 356, 362, 563 S.E.2d331, 333 (2002).

Since it is a drastic remedy, summary judgment "should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues." *Watson v. Southern Ry. Co.*, 420 F. Supp. 483, 486 (D.S.C. 1975); *see also Holloman v. McAllister*, 289 S.C. 183, 186, 345 S.E.2d 728, 729 (1986) ("an extreme remedy to be cautiously invoked"). This means, among other things, that summary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery. 10A Wright & Miller, *Federal Practice and Procedure* § 2741, p. 543 (1983); *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (S.C. 1990).

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ARGUMENT

SUMMARY JUDGMENT SHOULD BE DENIED BECAUSE DAVID SHEALY HAS ALLEGED AND SET FORTH SUFFICIENT FACTS TO CREATE GENUINE ISSUES OF FACT AS TO EACH OF HIS CLAIMS.

CONVERSION

Conversion is the unauthorized assumption and exercise of the right and ownership over the goods or personal chattels of another, to the alteration of the condition or the exclusion of the owner's rights without permission or cause. *See Weinberg v. Wallace*, 314 S.C. 183, 442 S.E.2d 211 (Ct. App. 1994). To recover for conversion, Third-Party Plaintiff must show (1) an interest in the thing converted, (2) the Third-Party Defendants converted the property for his or her own use, and (3) the use was without the Third-Party Plaintiff's permission.

In this case, David has set forth in his affidavit several items of personal property in which he has an interest. Shealy Affidavit Exhibit A. There may be additional personal property he can identify if he gets access to the property and his records. Second, the Plaintiffs and Third-Party Defendants have exercised dominion and control over his property and excluded him. In his affidavit, David describes his cars which have been sold for scrap, his guns which have been moved, and a comprehensive auction where the Plaintiffs and Third-Party Defendants are unilaterally selling a substantial amount of personal property including airplanes, airplane parts and various other items. Moreover, as Dominion noted when it required a disclaimer in its agreement, merely excluding access by David Shealy to his property can be a conversion.

This court should deny summary judgment on the conversion claim and counterclaim.

CIVIL CONSPIRACY

Last year, the South Carolina Supreme Court, overruled – in the words of Justice Kittredge – its meandering civil conspiracy jurisprudence to eliminate the requirement of

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pleading and proving special damages. *Paradis v. Charleston County School District*, 433 S.C. 562, 861 S.E.2d 774 (2021). Now, for a plaintiff to recover for Civil Conspiracy, the plaintiff must establish (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff.

The Third-Party Plaintiff has alleged sufficient facts in his pleading and affidavit to create genuine issues of material fact as to his claim for civil conspiracy.

As alleged in David's Amended Answer and Third-Party Complaint, the Plaintiffs and Third-Party Defendants combined to commit unlawful acts against David. The unlawful acts were the conversion of David's property. There were several overt acts in furtherance of the conspiracy, including, as alleged in David's Affidavit, the sale of his cars for scrap, the removal of his guns, the injunction to prevent him from retrieving his property, and the auction of his personal property. If David is allowed to complete discovery, additional overt acts are likely to be discovered. Finally, David has suffered substantial financial injury in the loss or conversion of his personal property. See Shealy Affidavit Exhibit A.

BREACH OF FIDUCIARY DUTY

David withdraws this claim and is no longer asserting it.

NEGLIGENCE

In order to recover for negligence, the Third-Party Plaintiff must show (1) a duty of care owed to him by the Third-Party Defendants, (2) a breach of that duty by a negligent act or omission, and (3) damages proximately resulting from that breach. *See Shaw v. City of Charleston*, 351 S.C. 32, 567 S.E.2d 530 (2002).

There are several sources of a duty owed by the Plaintiffs and Third-Party Defendants to David. First, by excluding David from the property and taking exclusive possession of the property, the Plaintiffs and Third-Party Defendants created a

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constructive bailment for their own benefit. *Hadfield v. Gilchrist*, 343 S.C. 88, 538 S.E.2d 268 (S.C. App. 2000). Such a constructive bailment arises when one person has lawfully acquired possession of another's personal property, other than by virtue of a bailment contract, and holds it under such circumstances that the law imposes on the recipient of the property the obligation to keep it safely and redeliver it to the owner. *Id*. at 96. In *Hadfield*, the court held that a constructive bailment was created when the defendant's towing company took possession of the plaintiff's vehicle, which was severely vandalized while impounded in the defendant's parking lot. See also S.C. Lawyer, *What's So Different About Bailment?* Vol. 31 Issue 5 Pg. 28 (March 2020) (Query by the trial judge as to whether a tow and storage ultimately resulting in monetary payment to the bailee without the perception of ascertainable benefit to the bailor might conform to this classification [constructive bailment for the benefit of the bailee]). In this case, taking constructive possession of David's personal property was solely for the Plaintiffs' and Third-Party Defendants' benefit to inventory and sell the personal property. Therefore, they are held to a duty of great care and liable for slight negligence.

Additionally, the Plaintiffs and Third-Party Defendants voluntarily assumed the duty to secure and maintain the property at 1425 Frank Shealy Road, and index and inventory the property present there. As stated in the ROE discussed in the factual background, "The responsibility to secure, preserve, or insure the Personal Property shall remain the sole obligation of the Obligated Parties."

There is also evidence that the Plaintiffs and Third-Party Defendant breached these duties as personal property has been moved, sold and now is being auctioned without David's consent. Undoubtedly, once David is allowed on the property, he will discover signs of neglect and that his personal property has not been maintained.

Finally, David has suffered damages from the loss of his personal property and most likely its diminished condition.

This court should deny summary judgment on David's negligence claim.

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CONCLUSION

Since it is a drastic remedy, summary judgment "should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues." *Watson v. Southern Ry. Co.*, 420 F. Supp. 483, 486 (D.S.C. 1975); *see also Holloman v. McAllister*, 289 S.C. 183, 186, 345 S.E.2d 728, 729 (1986) ("an extreme remedy to be cautiously invoked"). David has alleged in his pleadings, and in his affidavit with attachments, sufficient facts to create genuine issues of material fact for each of his causes of action for conversion, civil conspiracy, and negligence.

For all these reasons, the Third-Party Defendants' motion for summary judgment should be denied.

TOBIAS G. WARD, JR., PA

s/ Tobias G. Ward, Jr.
Tobias G. Ward, Jr., Esquire
SC Bar #5826
P.O. Box 50124
Columbia, SC 29250
tw@tobywardlaw.com
dj@tobywardlaw.com

Dated: August 1, 2022

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STATE OF SOUTH CAROLINA **COUNTY OF LEXINGTON**	)	**IN THE COURT OF COMMON PLEAS**
Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives of Wilson Shealy, Sr., Plaintiff, -vs- David Shealy, Defendant.	)	**CIVIL ACTION NO.: 2021-CP-32-00633** **DEFENDANT'S RETURN AND BRIEF IN OPPOSITION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**
David Shealy, Third-Party Plaintiff, -vs- Rene Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	)	

The Defendant David Shealy ("David"), by way of return to the Plaintiffs' motion for summary judgment, responds as follows:

FACTUAL/PROCEDURAL BACKGROUND

For almost 53 years, David lived with his father Wilson Shealy, Sr. ("Father") at 1425 Frank Shealy Road, Leesville, South Carolina 29070. During this time David purchased and traded for a substantial amount of personal property (the "Personal Property") which he stored on the property. Such Personal Property includes numerous

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cars, trucks, trailers, aircraft, vehicle parts, equipment, guns and ammunition, and many personal items which David had purchased and kept at 1425 Frank Shealy Road throughout the years. See Exhibit A to affidavit of Defendant David Shealy.

A dispute developed which David attributes to his siblings influence over their father and David was forced to leave his home and personal property. Contrary to David and his father's longstanding understanding that David could live and keep Personal Property at 1425 Frank Shealy Road, the complaint prayed that the court "allow [Wilson Shealy, Sr.] to sell David's Personal Property, if not removed in a timely manner, to pay storage fees for allowing David to store his property on Wilson's property." The Plaintiffs also maintain and claim that much of the personal property on the land was their father's and not David's.

The Plaintiffs sought and obtained a preliminary injunction on July 23, 2018, which has prohibited David Shealy from entering the property at 1425 Frank Shealy Road. David filed an Answer, Counterclaims, and Third-Party Complaint against his father and family members Rene Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy which he later amended on February 19, 2020. David's counterclaims include conversion of some of his Personal Property that was being stored on 1425 Frank Shealy Road where he had lived, and which David claims the father and above Third-Party defendants had taken, removed, damaged, or destroyed. See Affidavit of Defendant David Shealy.

As this matter was coming up on the trial docket, David's counsel, William "Billy" Walker wrote opposing counsel a letter discussing a 40(j). (See Exhibit A to this motion) On February 28, 2020, Third-Party Defendants filed a consent order pursuant to Rule 40(j) of the South Carolina Rules of Civil Procedure to strike the case from the docket with the right of the parties to restore the case later as provided by Rule 40(j).

Wilson Shealy, Sr. passed away on December 30, 2020. Wilson Shealy, Sr.'s Estate (2021-ES-32-00073) was opened on January 15, 2021, and his children Rene Shealy Wells and Wilson Shealy, Jr. were appointed co-person representatives of the state. On the date

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of Wilson Shealy Sr.'s death, much of David Shealy's Personal Property remained on his father's land, as the lawsuit remained on hold without final judgment. The preliminary injunction prohibiting David from entering 1425 Frank Shealy Road was still in place. Pursuant to Wilson Shealy, Sr.'s Will, any personal property in his possession passed into a Trust.

On February 25, 2021, Rene Shealy Wells and Wilson Shealy, Jr., as co-personal representatives of Wilson Shealy Sr.'s Estate (the Plaintiffs), filed an order to restore Civil Action No. 2018-CP-32-00913 to the active docket as allowed by Rule 40(j) SCRCP. The matter was reopened as the present action.

On March 21, 2022, the Plaintiffs filed this Motion for Summary Judgment. In the motion, the Plaintiffs allege that David's claims are barred because he did not file a claim with the estate within one year of the decedent's death, under South Carolina Probate Code § 62-3-803(a)(1).

David admits that he did not file a "claim" *with the estate*; however, for the reasons discussed herein, he did not have to and therefore, summary judgment should be denied.

STANDARD OF REVIEW

Summary judgment is appropriate where there is no genuine issue of material fact, and it is clear the moving party is entitled to 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 nonmoving party. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994).

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ISSUE PRESENTED

Should Plaintiffs be granted summary judgment under the probate claims-barring statute when an action was pending against the decedent on these matters, title to personal property is in dispute, and this is a novel issue which should not be decided on summary judgment?

ARGUMENT

I. SUMMARY JUDGMENT MUST BE DENIED BECAUSE PROCEEDINGS WERE PENDING AGAINST THE DECEDENT AT THE TIME OF HIS DEATH

S.C. Code Ann. § 62-3-804 states, "Notwithstanding any other provision of this section, no presentation of a claim is required in regard to matters claimed in proceedings against the decedent which were *pending* at the time of the decedent's death." (Emphasis added).

As shown by the procedural history of this case, the decedent filed a claim against David for which he filed an answer, counterclaim, and third-party complaint before the decedent's death. Thus, this action was pending at the time of the decedent's death.

The parties consented to the Rule 40(j), as shown by Mr. Walker's letter to get the matter ready for trial. The February 2020 40(j) Order to strike this action from the docket expressly states, "This striking of the pleadings shall be without prejudice to the restoring of the case to the active roster." The language of the order satisfies the spirit of the rule that a party should not have to file twice for a claim which has already been filed. If a case is not pending, how can it be restored? Furthermore, if the case is not pending, how could the injunction remain in effect?

Looking to other jurisdictions[1], Pennsylvania has held that, "Pendency, in practice, has been said to be 'the state of an undetermined proceeding.' 70 C.J.S., p. 420. Black's

[1] Counsel could not find any clear South Carolina cases on point.

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Law Dictionary, 3rd Ed., p. 1345, defines the term as 'the state of an action, etc., after it has been begun, and *before the final disposition of it.*'" *Sch. Dist. of Robinson Twp. v. Houghton*, 387 Pa. 236, 241, 128 A.2d 58, 60 (1956). In Michigan, the Supreme Court referred to Black's Law Dictionary (6th ed) for the following definition of "pending":

> Begun, but not yet completed; during; before the conclusion of; prior to the completion of; unsettled; undetermined; in process of settlement or adjustment. Awaiting an occurrence or conclusion of action, period of continuance or in determinacy. Thus, an action or suit is "pending" from its inception until the rendition of final judgment. *Grievance Adm'r v. Fieger*, 476 Mich. 231, 249, 719 N.W.2d 123, 136 (2006).

In this case, such definitions support a reading that the Defendant's action was pending even though it was stricken from the active docket by consent via 40(j) motion, as there was no final judgment. At the very least, this question of statutory interpretation is not settled law in South Carolina, and the decision should not be made on a summary judgment motion.

II. SUMMARY JUDGMENT MUST BE DENIED BECAUSE SHEALY'S TITLE DISPUTES WITH HIS FATHER'S ESTATE ARE NOT "CLAIMS AGAINST A DECEDENT'S ESTATE"

The court must deny the Plaintiffs' Motion for Summary Judgment because David Shealy's title disputes with his father's estate are not "claims against a decedent's estate."

The Defendant argues that David Shealy failed to file claims against the Estate of Wilson Shealy, Sr. within one year of Wilson Shealy Sr.'s death under S.C. Code Ann. § 62-3-803.

South Carolina law is clear that disputes regarding the title of assets alleged to be included in an estate are not "claims against a decedent's estate" covered under § 62-3-803. S.C. Code Ann. § 62-1-201(4) defines "claims," in respect to estates of decedents, to "include[] *liabilities* of the decedent or protected person whether arising in contract, in tort, or otherwise, and *liabilities* of the estate which arise at or after the death of the decedent or after the appointment of a conservator, including funeral expenses and

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expenses of administration." (Emphases added). § 62-1-201(4) explicitly states that term claims "does not include… demands or disputes regarding title of a decedent or protected person to specific assets alleged to be included in the estate."

Additionally, South Carolina courts have repeatedly affirmed that title disputes are not "claims" for the purpose of the § 62-3-803 nonclaim statute or other provisions of the South Carolina Probate Code. In *Matter of Howard*, the South Carolina Supreme Court ruled that a dispute over the ownership of a gun was not subject to the nonclaim statute. The court wrote that, "Because the estate asserts no interest in the gun, the issue of title to the gun is not subject matter related to the estate of the decedent. Accordingly, the probate court had no jurisdiction to determine that issue." 315 S.C. 356, 364, 434 S.E.2d 254, 259 (1993). The court went on to say:

> Had the estate asserted an interest in the gun, the result would be the same. The definition of 'claims' in the Probate Code expressly excludes disputes regarding title of a decedent to specific assets alleged to be included in the estate. S.C. Code Ann. § 62-1-201(4) (1986). Therefore, the dispute about title to the gun is not a 'claim' that could be presented to the probate court under Section 62-3-806. *Id.*

More recently, in *In re Estate of Henry Tims*,[2] a decedent's children disagreed whether certain property was an asset of the estate or of a trust in favor of respondent heir. No. 2021-UP-281 (S.C. Ct. App. Jul. 21, 2021). Appellant heir filed a motion for summary judgment, arguing that under the § 62-3-803 nonclaim statute, the action was time barred. *Id.* The Court of Appeals reaffirmed that "actions for specific assets are not barred because they are not actions or liabilities against Decedent's estate, but disputes over ownership of specific assets in the hands of the personal representative(s)." *Id.*

Accordingly, in the present case, David Shealy was not required to file his claim as it relates to disputed ownership of personal property within the one-year period after his father's passing. The South Carolina Probate Code and South Carolina courts have

[2] The court should note that this is an unpublished opinion.

made clear that title disputes like David Shealy's are not "claims" under the nonclaim statute upon which the Plaintiffs base their motion for summary judgment.

CONCLUSION

David Shealy's claims are not barred by the claim barring statute of the probate code. David had an action pending against the decedent at the time of his death, therefore he did not have to file a separate claim against the estate. David's title disputes with his father's estate are not "claims" under the South Carolina Probate Code. Finally, novel issues should not be disposed of on summary judgment. For all these reasons, Plaintiffs' motion for summary judgment should be denied.

TOBIAS G. WARD, JR., PA

s/ Tobias G. Ward, Jr.
Tobias G. Ward, Jr., Esquire
SC Bar #5826
P.O. Box 50124
Columbia, SC 29250
tw@tobywardlaw.com
dj@tobywardlaw.com

Dated: August 1, 2022

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Walker Morgan
ATTORNEYS AT LAW
William P. Walker, Jr. ◆ S. Kirkpatrick Morgan, Jr.*
Charles T. Slaughter+ ◆ William P. Walker, III

October 31, 2019

rick@gleissnerlaw.com
Richard Gleissner, Esquire
1237 Gadsden Street, Suite 200A
Columbia, SC 29201

ericbland@blandrichter.com
Eric Bland, Esquire
1500 Calhoun Street
PO Box 72
Columbia, SC 29201

RE: Wilson Shealy, Sr., et al v. David Shealy
C/A: 2018CP3200913

Rick and Eric:

We are on the trial docked for Nov. 11, 2019, which is Veteran's Day, so I am assuming November 12, 2019.

This case is not ready for trial. My client is putting together a list of what he wants as per Eric's request. He will have that to me next Tuesday.

In the meantime we have Motion Hearing to Lift/Modify the Temporary Mutual Restraining Order with Judge Spence on November 5, 2019 at 2:30 p.m.

Here is our dilemma. Do you want to go try this by ambush like the old days or do you want to consent to get it continued until next year or do you want to take a Rule 40 (j) or (k) with leave to restore in some fashion amenable to us. Just so you know the docket in this county runs well. If you want to try a case you can generally do so in an expeditiously fashion.

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Secondly, do you all want to give mediation a try? There is a lot of bad blood and neither of our clients are blameless.

Give it some thought and let me hear back from you.

Let me know your thoughts.

Respectfully,

WALKER MORGAN, LLC

WILLIAM P. WALKER, JR.
WPWjr/akg

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STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives of Wilson Shealy, Sr., Plaintiff, v. David Shealy, Defendants.	Civil Action No.: 2021-CP-32-00633 **PLAINTIFF'S SUPPLEMENTAL MEMORANDUM IN SUPPORT OF SUMMARY JUDGMENT**
David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	

TO: TOBIAS G. WARD, ESQUIRE, attorney for David Shealy

Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives (the "PR") of Wilson Shealy, Sr., (the "Father") Probate Estate (the "Estate"), by and through their undersigned counsel, do hereby provide this supplemental memorandum in support of the Estate's Motion for Summary Judgment. In discussions with the attorney for the Defendant, the PR are informed and believe that he may attempt to argue that Section 62-3-804(4) of the Probate Code provides an exception to the requirement that David Shealy file a claim in the probate matter. The PR disagree.

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Section 62-3-804(4) says:

> (4) Notwithstanding any other provision of this section, no presentation of a claim is required in regard to matters claimed in proceedings against the decedent which were pending at the time of the decedent's death.

SC Code Ann. §62-3-804(4) (Law. Co-op. 1976). This section requires that there be a proceeding "pending at the time of the decedent's death." In this case, there was no pending action.

The facts that might be relevant to this issue are:

1. The initial case, 2018-CP-32-00913 was dismissed by consent on February 27, 2020 pursuant to Rule 40(j).

2. Mr. Shealy passed on December 30, 2020. Mr. Shealy's death certificate was included as an exhibit to the original motion for summary judgment.

3. The case was restored under 2021-CP-32-00633 on February 25, 2021.

So, when Mr. Shealy passed, there was no pending case.

Thus, the case was dismissed and not pending. The South Carolina cases discussing this issue appear to be unanimous and a summary of the case law was eloquently presented in *Goodwin v. Landquest Dev., LLC*, 414 S.C. 623, 630-632, 779 S.E.2d 826, 830-831 (2015). In *Goodwin*, the Supreme Court states:

> While our rules do not clearly provide that striking a case pursuant to Rule 40(j) is a dismissal, there is a basis in our law for considering a case stricken pursuant to the rule as the equivalent of dismissed. In the notes to the 1994 amendments to the South Carolina Rules of Civil Procedure, Rule 40(j) is described as "substantially revis[ing] the procedure for dismissing a case previously found in Rule 40(c)(3)." Rule 40, SCRCP Notes, Notes to 1994 Amendments (emphasis added). The notes go on to state, "Rule 40(j) now requires all adverse parties to consent to the dismissal in writing, but, the consent also operates to toll the statute of limitations for one year after the case is stricken . . . . Any remaining portion of the statute of limitations begins to run one year after the case was stricken unless the case has

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previously been restored . . . ." Id.; see also Maxwell, 356 S.C. at 621, 591 S.E.2d at 28 (relying on the notes in interpreting Rule 40(j)).

Moreover, the tolling period would not be necessary if striking the case pursuant to Rule 40(j) were not the equivalent of a dismissal. See Maxwell, 356 S.C. at 620, 591 S.E.2d at 27 ("In interpreting the meaning of the South Carolina Rules of Civil Procedure, the Court applies the same rules of construction used to interpret statutes."); State v. Sweat, 386 S.C. 339, 351, 688 S.E.2d 569, 575 (2010) ("A statute should be so construed that no word, clause, sentence, provision or part shall be rendered surplusage, or superfluous."); Nucor Steel, a Div. of Nucor Corp. v. S.C. Pub. Serv. Comm'n, 310 S.C. 539, 545, 426 S.E.2d 319, 323 (1992) ("[W]here possible, all provisions of a statute must be given full force and effect.").

There is also an historical basis for considering a case stricken pursuant to Rule 40(j) as the equivalent of dismissed. We adopted our Rules of Civil Procedure in 1985. See Rule 86(a), SCRCP ("These rules shall take effect on July 1, 1985."). Before then, the circuit court had the power to dismiss an action without prejudice if it was called for trial and the parties were not ready to proceed. See Small v. Mungo, 254 S.C. 438, 441, 443, 175 S.E.2d 802, 803, 804 (1970) (holding the inability of counsel "to contact plaintiff and his witnesses and be ready for trial" and "the failure of plaintiff and his counsel to appear when the case was called for trial constituted a failure to proceed with the cause . . . and a ground for dismissal of the action"). When the supreme court decided Small, former Circuit Court Rule 81 was in effect. The rule provided, "When a case is reached on the Common Pleas trial roster and is called for trial, . . . if counsel are not ready to go forward with the case it shall be placed . . . at the foot of the Calendar." S.C. Code Ann. vol. 22, Circuit Court Rule 81 (Supp. 1984) (repealed 1985). In 1985, former Rule 40(c)(3), SCRCP, took effect. Similar to the procedure described in Small, Rule 40(c)(3) applied only if the parties were not prepared to proceed when the case was called for trial. However, the rule allowed the circuit court to "strike" the action. The rule provided:

> When an action is reached on the trial roster and is called for trial, it shall not be continued by consent, and if counsel are not ready to go forward the court shall strike the action from the calendar (file book) with leave to restore, unless continuance is granted for good cause shown.

Rule 40(c)(3), SCRCP (West 1994) (repealed 1995).

The rule did not use the word "dismissed," but tracking the language of former Circuit Court Rule 81, it did require a restored case to "be placed at the foot of the calendar (file book) and a new case number assigned." Rule 40(c)(3); see Rule 40(c)(3), Notes ("This Rule 40 is substantially a compendium of present Circuit

> Court Rules . . . ."). Our law treated the striking of a case pursuant to Rule 40(c)(3) as the equivalent of a dismissal, and our courts required the plaintiff to comply with the statute of limitations upon restoring the case. See Graham v. Dorchester Cnty. Sch. Dist., 339 S.C. 121, 122, 125 n.1, 528 S.E.2d 80, 81, 82 n.1 (Ct. App. 2000) (stating in a case "struck . . . from the trial roster . . . pursuant to former Rule 40(c)(3), SCRCP" that "the statute of limitations clearly expired" before the motion to restore was filed).

414 S.C. at 630-632, 779 S.E.2d at 830-831 (footnote omitted).

Thus, the 2018 case was dismissed and thus, it was not "pending at the time of the decedent's death."

WHEREFORE, the Plaintiff prays that this court grant summary judgment against David Shealy on all counterclaims in this matter and provide such other and further relief as is just and proper.

Respectfully Submitted,

s/Richard R. Gleissner
Richard R. Gleissner, Esquire
S.C. Bar Number 15139
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505
Attorneys for the Plaintiff

July 29, 2022

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STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives of Wilson Shealy, Sr., Plaintiff, v. David Shealy, Defendants.	Civil Action No.: 2021-CP-32-00633 **PLAINTIFF'S MEMORANDUM OPPOSING MOTION TO MODIFY PRELIMINARY INJUNCATION**
David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	

TO: TOBIAS G. WARD, ESQUIRE, attorney for David Shealy

Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives (the "PR") of Wilson Shealy, Sr.'s, (the "Father") Probate Estate (the "Estate"), Rene Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy (collectively the "Third-Party Defendants"), by and through their undersigned counsel, do hereby oppose David Shealy's ("David" or the "Defendant") Motion to Modify the Preliminary Injunction ("Motion"). Since the Motion is only three pages long, perhaps a little background as to the Procedural Background Relating to the Preliminary Injunction, the Factual Background Relating to the Preliminary Injunction, and the position of

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the Plaintiff and Third-Party Defendants is appropriate for the Court to evaluate the merits of the motion.

PROCEDUREAL BACKGROUND

As alleged in the Complaint, the Plaintiff brought this action after it was determined that the Defendant may claim an interest some of the personal property located on the real property (the "Real Property") that the Father was renting from SCE&G now Dominion ("Dominion"). As alleged in the Complaint, the Father determined that the Defendant had stolen over $425,000 in cash and cash equivalents from him. The Defendant went into default and moved to set aside the Default having claimed to not have been served with the Summons and Complaint, even though service was made on his wife (yes, he is still legally married), on his girlfriend (yes, during the pendency of this litigation he has lived with numerous women) and on another friend that the Plaintiff and Third-Party Defendants believed that the Defendant stayed with from time to time. In moving to set aside the default, the Defendant claimed that he resided at his father's residence and has never provided an address for a place where he actually lived. Nevertheless, the Court set aside the Default. Prior to setting aside the default and during the pendency of this litigation, the Defendant and his attorney entered the property and began removing valuable personal property without any showing that the property being removed belonged to the Defendant or providing any list of what property he removed.

The Plaintiff and Third-Party Defendants moved for the preliminary injunction to prevent further theft of property and provided pictures of the Defendant and his attorney removing items and affidavits that the Defendant was threatening physical violence against the Father and the Third-Party Defendants in this case. The parties were able to resolve the motion through an

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agreement that was then memorialized in the Restraining Order and Preliminary Injunction (the "Order") and entered by the court on July 23, 2018. As part of Order, the Defendant was given the opportunity to provide to the Court and to the Plaintiff and Third Party Defendants those items of personal property that he was claiming were his. This list of claimed property was provided on July 25, 2018 (the "Claimed Property"). A copy of this list is attached to this memorandum as Exhibit 1.

THE FACTUAL BACKGROUND

Because the Plaintiff and Third-Party Defendants had a list of "Claimed Property", the Plaintiff engaged in discovery to determine the basis for the claim to the Claimed Property. Attached hereto as Exhibit 2 is a copy of the Defendant's Responses to the Plaintiff's First Set of Interrogatories. Question 5 specifically asks for the factual basis for the Claimed Property including the source of funds used to purchase the Claimed Property. Question 11 follows up this question as it relates to source of funds by asking about the Defendant's income. No response has ever been provided as to the source of funds. Exhibit 2, p. 5-6. In response to Question 11, the statement is made that the "Defendant is self-employed since 1987. Last tax return was filed in 1992." Exhibit 2, p. 7. It is beyond credulity to believe that a person that has no income, has no job, does not file tax returns, and has no physical address where he lives, has somehow accumulated any "valuable property" as alleged in the Motion.

Because of the lack of specifics, the Plaintiff filed a motion to compel. In fact, the Plaintiff has had to file three (3) separate motions to compel. Each time, the Defendant was given more time to respond to the discovery responses. Attached hereto as Exhibit 3 is the final supplemental response to the Plaintiff's Interrogatories. Still, the Defendant provides no

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responses to establish ownership of any of the personal property and a complete lack of information as to the sources of his alleged income. Simply, the Defendant still refuses to provide any information about his alleged income or the basis of any claim to personal property.

In the initial case, the Defendant sought to obtain an inventory of the personal property located on the Real Property. The Plaintiff opposed the motion to obtain an inventory as it would be too costly and would violate the preliminary injunction. Attached as Exhibit 4 is a copy of the Order entered regarding the inventory. In the Order, the Defendant was given the opportunity to have a third party access the property, obtain whatever inventory of personal property that he desired including an inventory of whatever documents that he wanted that he believed would assist him in this case. The Defendant did not take advantage of this opportunity, did not obtain any inventory, and did not even have a third party access the property. Exhibit 4 was not good enough for the Defendant and he sought a further modification by Judge Spence of the Preliminary Injunction to allow him to assist the third party. Attached as Exhibit 5 is a copy of the Order entered by Judge Spence. Again, the Defendant is given the opportunity to have an independent third party (an "ITP") inventory the property and obtain access to the property. Again, the Defendant failed to take advantage of this opportunity as provided by the Court.

The initial case, 2018-CP-32-00913, was dismissed by consent on February 27, 2020 pursuant to Rule 40(j). Mr. Shealy passed on December 30, 2020. Mr. Shealy's death certificate was included as an exhibit to the Plaintiff's Motion for Summary Judgment as is an agreement between the personal representatives and Dominion with regard to continued access to the Real Property through August 31, 2022. The case was restored under 2021-CP-32-00633 on

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February 25, 2021. The Plaintiff's Motion for Summary Judgment ("Motion for Summary Judgment") cites SC Code Section 62-3-803(a)(1) that provides a complete bar against any claim against the Plaintiff one year after his death. The Defendant did not file any claim and therefore his alleged claim to any "Claimed Property" is barred.

After filing the Motion to Summary on March 21, 2022, the Plaintiff reached out to the Defendants and proposed a global settlement on May 13, 2022. Attached hereto as Exhibit 6 is the email string beginning on May 13, 2022 and completing on July 18, 2022. This offer was followed up on May 23, 2022, May 31, 2022, June 10, 2022, June 16, 2022, and June 29, 2022. Finally on July 18, 2022, the Defendant proposed to remove his property and wanted a telephone conference the following day. On July 19, 2022, the Parties conferred and it was determined that the Defendant did not want to settle, he just wanted to begin taking stuff off the property without any proof that anything on the property belonged to him. The Plaintiff responded that unless it was part of a settlement, they would not agree to the removal of any items and would not agree to a modification of the preliminary injunction. Attached hereto as Exhibit 7 is a copy of the email informing the Defendant of the position of the Plaintiff. Thus, the Plaintiff and Third-Party Defendants have been consistent.

PLAINTIFF'S ARGUMENT AGAINST THE MOTION TO MODIFY THE PRELIMINARY INJUCTION

The Plaintiff opposes the Motion because (a) the Defendant has not shown any cause, let alone good cause, to modify the preliminary injunction, (b) the Plaintiff's motion for summary judgment should be granted thereby making any claim to personal property moot, (c) the Defendant has not even shown what personal property he seeks to claim or why he believes that he has a claim to this personal property.

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REASONS FOR MODIFYING A PRIOR ORDER OF THE COURT.

To modify a prior Order of the Court, a party must show either good cause under Rule 59 if done within 10 days of the entry of the order or for the reasons stated in Rule 60(b). In this case, the Defendant has not neither. He has not and cannot show any of the Claimed Property is his. He has not and refuses to disclose the alleged source of any funding that he claims was used to purchase any of the Claimed Property. It appears that the sole source of his income has been the over $450,000 that he stole from his father. Using funds stolen from his father to purchase property does not make the Claimed Property his. At one point in the litigation the Father stated that David is like a dog, he pees on something and after that whatever he peed on is his. That is not a recognized principal in the law and not good cause or a reason under Rules 59 or 60 to alter or amend an order of the Court.

THE PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT SHOULD BE GRANTED.

Probate Courts operate on strict deadlines. The one year since the death of an individual anyone that has a claim must file that claim and that one year is a strict deadline. It is not a statute of limitations, it is a jurisdictional bar from anyone making a claim after that deadline. The Probate Court no longer has jurisdiction to hear a claim and this court no longer has jurisdiction to hear the claim. It is not an affirmative defense. The Court should grant the Plaintiff's motion for summary judgment and by doing so, the preliminary injunction does not need to be modified.

THE DEFENDANT'S FAILURE OF PROOF.

The Defendant seeks to modify the injunction to remove some personal property from the Real Property. The Defendant does not show what personal property he seeks to remove. The

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Defendant does not show how he has a claim to this personal property. The Defendant has known since the beginning of this suit in 2018 that he needs to have evidence establishing his ownership in any property that he claimed. Since 2018, the Defendant has refused to provide evidence of ownership in the Claimed Property. The Court provided him with two opportunities to obtain an inventory and access the property. The Defendant refused to take advantage of these opportunities.

The Father passed in December 2020. The Defendant had one year to file a claim against any personal property. The Defendant failed to file any claim. To this day, he has not filed anything with the Probate Court or sought any relief from the Probate Court.

The Defendant does not show ownership to any personal property. Even though he has had since 2018 to provide the evidence and even though he was given the opportunity to have a third party enter the property to obtain whatever inventory or evidence he so chose, the Defendant has failed and refused all of the Court's willingness to allow him to obtain this information.

The Plaintiff filed its Motion for Summary Judgment in March. The Plaintiff included in that filing a copy of the agreement in which the Estate was given access to the Real Property. Thus, the Defendant has known since March of the need for him to resolve this matter. He has done nothing. The Motion to Modify the Preliminary Injunction should be denied.

WHEREFORE, the Plaintiff and Third Party Defendants pray that this court grant summary judgment against David Shealy on all counterclaims and third party claims in this matter, refuse to modify the preliminary injunction, and provide such other and further relief as is just and proper.

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Respectfully Submitted,

s/Richard R. Gleissner
Richard R. Gleissner, Esquire
S.C. Bar Number 15139
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505
Attorneys for the Plaintiff

July 29, 2022

\s Eric S. Bland
Eric S. Bland, Esquire
BLAND RICHTER, LLP
Post Office Box 72
Columbia, South Carolina 29202
Telephone: 803-256-9664
ericbland@blandrichter.com
Attorneys for Third-Party Defendants

July 29, 2022

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STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr., Plaintiff, v. David Shealy, Defendant.	Civil Action No.: 2018-CP-32-00913 **DEFENDANT'S ANSWERS TO PLAINTIFF'S FIRST SET OF CONTINUING INTERROGATORIES TO DEFENDANT**
David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	

TO: RICHARD GLEISSNER, ESQUIRE, AND ATTORNEY FOR THE DEFENDANT

Under the provisions of Rule 33 of the South Carolina Rules of Civil Procedure, you are requested to answer the following written interrogatories in writing under oath within thirty (30) days after service of same. Interrogatories shall be deemed continuing and supplemental interrogatories shall be required of you directly or indirectly to obtain further information if the nature of the information sought herein changes between the time the answers to the interrogatories are served and the time of trial of this action.

Definitions and Instructions

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1. These interrogatories seek all information known to or reasonably available to David Shealy hereinafter also referred to as "Defendant", including without limitation, information known or available to all agents, attorneys, investigators, representatives of any kind, subsidiaries, (collectively referred to as the "Defendant") and all persons acting on Defendant's behalf.

2. Where an interrogatory states "identify" a document or provide the "identity" of a document, for each responsive document set forth (a) the name(s) of the document's author(s) or sender(s); (b) the name(s) of the document's addressee(s) and recipient(s); (c) the date of the document; (d) the nature of the document (e.g., letter, memorandum, report, etc.); (e) the location of the document, its custodian, and whether the document is located in the credit file or the loan file; and (f) a description of the contents of the document. A copy of each document may be produced in lieu of identifying each document. For those documents produced, mark each document with the interrogatory number(s) to which it is responsive.

3. For the purpose of these interrogatories, the term "document" means any record or store of information, including without limitation, the original of all writings of every kind, including but not limited to, letters, telegrams, telexes, e-mails, memoranda, notes, reports, work papers, surveys, manuals, guidelines, instructions, studies, speeches, calendar or diary entries, travel records and vouchers, minutes of meetings, conferences, telephone or other conversations or communications, pamphlets, charts, lists, directives, records, and drafts. The term "document" also includes tape recordings of meetings, conferences, and telephone or other conversations or communications, as well as data processing machine printouts and tapes, or other mechanical means of storing or recording information. The term "document" further

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includes copies, reproductions or film impressions of any of the aforementioned writings or documents the originals of which are not in the possession, custody or control of the Defendant. Finally the term "document" includes copies, reproductions, or film impressions which are not identical duplicates of the originals because of markings of any kind which appear on the copies, reproductions, or film impressions but not on the original.

4. For the purposes of these interrogatories, the term "person" or "persons" shall include natural persons, firms, partnerships, associations, joint ventures, corporations and any other form of legal entity.

5. When an interrogatory states "identify" a person or provide the "identity" of a person, for each person state (i) full name; (ii) present or last known employer; and (iii) present or last known mailing address. In the case of a "person" other than a natural person, state its legal name and its present or last known principal place of business.

6. If a privilege of any kind is claimed as a basis for limiting any response to these interrogatories, the information as to which the privilege is being asserted should be clearly identified and enter factual and legal bases for the claim of the privilege stated.

7. These interrogatories are to be considered continuing in nature, and the Defendant are expected to file supplemental answers to these interrogatories in accordance with Rule 26(e) of the South Carolina Rules of Civil Procedure.

Interrogatories to be Answered

1. With regard to any persons known to you or your counsel to be witnesses concerning the facts of this case, please state the following information:

   a. Their names and addresses;
   b. Whether the above identified witnesses have given written or recorded

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statements pertaining to any matter which is relevant to the subject litigation; and,

c. A summary sufficient to inform the Plaintiff of the important facts known to or observed by such witness.

ANSWER:

David Shealy
1219 Frank Shealy Road
Lexington, SC

Wilson Shealy Jr.
500 Carlen Ave. APT. 8114
Lexington 29072

Rene' Wells
503 Garden Arbor Ln.
Lexington 29072

Mimi Matthews
969 Rock-N-Creek Rd
Leesville 29070

Wilson Shealy Sr.
1425 Frank Shealy Road
Leesville, SC 29070

2. Please identify all photographs, plats, sketches or other prepared documents in your possession that relate to the subject litigation.

ANSWER: Defendant has no photographs, plats, sketches or other prepared documents, except a photograph of the property which has the location of the Defendant's property, which we have attached.

3. Please identify all documents produced pursuant to the Plaintiff's Requests for Production.

ANSWER: Please see Defendant's Responses to Plaintiff's Request to Produce

4. State the name, address, and telephone number of each and every expert whom you

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expect to call as a witness in support of your contentions regarding this case and, with regard to each such witness, state the following.

a. The subject matter and substance of the facts and opinions upon which the expert is expected to testify;
b. A summary of the grounds for each such opinion; and,
c. A description of the expert's qualifications and education.

ANSWER: The Defendant has not hired and expert at this time.

5. For each item of personal property claimed by the Defendant and identified on exhibit 1 attached hereto, please provide the following information:

a. The basis for the claim that the Defendant has an interest in each item of personal property, identify each person with knowledge of the alleged interest in the item, and identify all documents relating to the Defendant's interest in each item of personal property.
b. If the Defendant claims that he purchased the item, state the date on which the item was purchased by the defendant, identify the seller from whom the defendant purchased the item; identify the purchase price of the item; identify all parties or entities which were co-purchasers of the item; identify source of the funds used to purchase the item; and identify documents associated with the purchase of the property.
c. If the Defendant claims that his basis for the claim is that someone or some entity gifted him the item, state the date on which the gift was made, identify the person or entity providing the gift, identify all persons with knowledge of the gift and identify all documents relating to the gift of each item.

ANSWER: Defendant objects to this Interrogatory to the extent that it seeks the discovery of irrelevant information, which is neither admissible nor reasonably calculated to lead to the discovery of admissible evidence.

Defendant objects to this Interrogatory to the extent that it is overbroad and not properly limited in time and scope without waiving the objections and revealing source. Attached are the bills of sale and receipts for his personal property taken by

Plaintiffs from he and his father's home.

6. State with particularity each vehicle certificate of title in the possession of the Defendant and state with particularity how the Defendant came into possession of the certificate of title, including the identify of all witnesses with knowledge of how the Defendant came into possession of the certificate of title.

ANSWER: Defendant objects to this Interrogatory to the extent that it is overbroad and not properly limited in time and scope. Subject to those objections and without waiving them, all documents responsive to this request are produced. Please see Defendant's answer to Interrogatory #5 above.

7. Provide an accounting of any and all compensation provided to the Defendant by Eagle Construction, in exchange for the Defendant dropping the law suit against Eagle Construction brought on behalf of Wilson Shealy, Sr.

ANSWER: The Defendant received no compensation from Eagle Construction. See attached the filed Consent Order of Dismissal together with an email from Pope Johnson, Attorney at Law.

8. Identify each financial institution that the Defendant has a bank account or does business with and state each account number relating to the Defendant's relationship with the financial institution.

ANSWER: Defendant objects to this Interrogatory to the extent that it seeks the discovery of irrelevant information, which is neither admissible nor reasonably calculated to lead to the discovery of admissible evidence. Defendant objects to this Interrogatory to the extent that it is overbroad and not properly limited in time

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and scope.

9. Identify each alleged trust that the Defendant is involved in including (a) the name of the trust, (b) the name of the trustee, (c) the name of the beneficiary, (d) the corpus of the trust, (e) the date the trust was created, (f) the source for the corpus of the Trust, (g) identify all witnesses with knowledge of the trust, and (h) identify all witnesses with knowledge of the trust.

ANSWER: There has never been any trust involving the Plaintiff and Defendant.

10. Identify all insurance policies owned by the Defendant that names Wilson Shealy, Sr. as the insured including the name of the insurance company, the policy number, the policy limits, and whether any loans have been taken out against the value of the policy.

ANSWER: Defendant does not own any insurance policies on the Plaintiff; however, there were two (2) life insurance policies on Wilson Shealy, Sr. that he sold. The Defendant had nothing at all to do with this.

11. Please state with particularity all sources of the Defendant's income for the past 10 years, including the name of the entity or person providing the income to the Defendant, the dates upon which the income was provided to the Defendant, the reason for the Defendant's receipt of the income, identify all persons with knowledge of the Defendant's income from each source and all documents relating to the Defendant's receipt of income from each source.

ANSWER: Defendant is self-employed since 1987. Last tax return was filed in 1992.

These interrogatories are deemed continuing and the Defendant is required to

supplement his responses to these interrogatories as information becomes available to the Defendant.

WILLIAM P. WALKER, JR., SC Bar No. 5796
135 East Main Street
Post Office Box 949
Lexington, SC 29072
803-359-6194
bw@walkermorgan.com

Attorney for Defendant and Third Party Plaintiff

June ___, 2019
Lexington, South Carolina

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David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	

TO: RICHARD GLEISSNER, ESQUIRE, AND ATTORNEY FOR THE DEFENDANT

Under the provisions of Rule 33 of the South Carolina Rules of Civil Procedure, you are requested to answer the following written interrogatories in writing under oath within thirty (30) days after service of same. Interrogatories shall be deemed continuing and supplemental interrogatories shall be required of you directly or indirectly to obtain further information if the nature of the information sought herein changes between the time the answers to the interrogatories are served and the time of trial of this action.

Definitions and Instructions

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1. These interrogatories seek all information known to or reasonably available to David Shealy hereinafter also referred to as "Defendant", including without limitation, information known or available to all agents, attorneys, investigators, representatives of any kind, subsidiaries, (collectively referred to as the "Defendant") and all persons acting on Defendant's behalf.

2. Where an interrogatory states "identify" a document or provide the "identity" of a document, for each responsive document set forth (a) the name(s) of the document's author(s) or sender(s); (b) the name(s) of the document's addressee(s) and recipient(s); (c) the date of the document; (d) the nature of the document (e.g., letter, memorandum, report, etc.); (e) the location of the document, its custodian, and whether the document is located in the credit file or the loan file; and (f) a description of the contents of the document. A copy of each document may be produced in lieu of identifying each document. For those documents produced, mark each document with the interrogatory number(s) to which it is responsive.

3. For the purpose of these interrogatories, the term "document" means any record or store of information, including without limitation, the original of all writings of every kind, including but not limited to, letters, telegrams, telexes, e-mails, memoranda, notes, reports, work papers, surveys, manuals, guidelines, instructions, studies, speeches, calendar or diary entries, travel records and vouchers, minutes of meetings, conferences, telephone or other conversations or communications, pamphlets, charts, lists, directives, records, and drafts. The term "document" also includes tape recordings of meetings, conferences, and telephone or other conversations or communications, as well as data processing machine printouts and tapes, or other mechanical means of storing or recording information. The term "document" further includes copies,

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reproductions or film impressions of any of the aforementioned writings or documents the originals of which are not in the possession, custody or control of the Defendant. Finally the term "document" includes copies, reproductions, or film impressions which are not identical duplicates of the originals because of markings of any kind which appear on the copies, reproductions, or film impressions but not on the original.

4. For the purposes of these interrogatories, the term "person" or "persons" shall include natural persons, firms, partnerships, associations, joint ventures, corporations and any other form of legal entity.

5. When an interrogatory states "identify" a person or provide the "identity" of a person, for each person state (i) full name; (ii) present or last known employer; and (iii) present or last known mailing address. In the case of a "person" other than a natural person, state its legal name and its present or last known principal place of business.

6. If a privilege of any kind is claimed as a basis for limiting any response to these interrogatories, the information as to which the privilege is being asserted should be clearly identified and enter factual and legal bases for the claim of the privilege stated.

7. These interrogatories are to be considered continuing in nature, and the Defendant are expected to file supplemental answers to these interrogatories in accordance with Rule 26(e) of the South Carolina Rules of Civil Procedure.

Interrogatories to be Answered

1. With regard to any persons known to you or your counsel to be witnesses concerning the facts of this case, please state the following information:

   a. Their names and addresses;
   b. Whether the above identified witnesses have given written or recorded

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statements pertaining to any matter which is relevant to the subject litigation; and,

c. A summary sufficient to inform the Plaintiff of the important facts known to or observed by such witness.

ANSWER:

David Shealy
1219 Frank Shealy Road
Lexington, SC

Wilson Shealy Jr.
500 Carlen Ave. APT. 8114
Lexington 29072

Rene' Wells
503 Garden Arbor Ln.
Lexington 29072

Mimi Matthews
969 Rock-N-Creek Rd
Leesville 29070

Wilson Shealy Sr.
1425 Frank Shealy Road
Leesville, SC 29070

Julie Shealy
324 Old Broad Street
Leesville, SC 29070

Clarence Richardson
115 Laurel Bluff Drive
Lexington, SC 29072

Joe Harris
Saluda, SC 29138
No written or recorded statements.
Mr. Harris will testify as to the relationship between Wilson Shealy, Sr. and his son, David Shealy, based on his own personal knowledge.

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Leon Shealy
Highway 378
Batesburg-Leesville
No written or recorded statements.
Mr. Leon Shealy will testify as to the mail delivered

Sam Shealy
924 Bridgewater Road
Batesburg, South Carolina 29070
No written or recorded statements
Sam Shealy will testify as to the relationship between Wilson Shealy, Sr. and the defendant, David Shealy and the many trips they all took together.

Steve Hall
997 Long Road
Saluda, South Carolina 29138
No written or recorded statements.
Steve Hall has known the Defendant for many years and will testify as to his character and family interactions

John Cullum
5748 Two Notch Road
Leesville, SC 29070
No written or recorded statements.
John Cullum will testify as to his relationship to the Plaintiff, Defendants and Third Party Defendants. He is a longtime family friend.

Will Cheatum
First Community Bank
Gilbert, SC 29054
No written or recorded statement.
Will Cheatum will testify as to his dealings with David Shealy and Wilson Shealy, Sr. as Bank Manager for First Community Bank and to the fact that Wilson Shealy, Sr. was sending money to people who were known to scam the vulnerable.

Jason Burrus
Lexington County Sheriff's Department
Lexington, SC 29072

No written or recorded statement
Officer Burrus will testify as to his investigation of the Defendant

Toby Ward, Esquire
PO 50124
Columbia, SC 29250
Toby Ward will testify as to the transaction regarding Eagle Construction.

No written or recorded statements have been taken. Defendant will supplement this Answer once he has complete addresses.

2. Please identify all photographs, plats, sketches or other prepared documents in your possession that relate to the subject litigation.

ANSWER: Defendant has no photographs, plats, sketches or other prepared documents except a photograph of the property which has the location of the Defendant's property, which we have attached.

3. Please identify all documents produced pursuant to the Plaintiff's Requests for Production.

ANSWER: Please see Defendant's Responses to Plaintiff's Request to Produce

4. State the name, address, and telephone number of each and every expert whom you expect to call as a witness in support of your contentions regarding this case and, with regard to each such witness, state the following.

a. The subject matter and substance of the facts and opinions upon which the expert is expected to testify;
b. A summary of the grounds for each such opinion; and,
c. A description of the expert's qualifications and education.

ANSWER: The Defendant has not hired and expert at this time.

5. For each item of personal property claimed by the Defendant and identified on exhibit 1

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attached hereto, please provide the following information:

a. The basis for the claim that the Defendant has an interest in each item of personal property, identify each person with knowledge of the alleged interest in the item, and identify all documents relating to the Defendant's interest in each item of personal property.

b. If the Defendant claims that he purchased the item, state the date on which the item was purchased by the defendant, identify the seller from whom the defendant purchased the item; identify the purchase price of the item; identify all parties or entities which were co-purchasers of the item; identify source of the funds used to purchase the item; and identify documents associated with the purchase of the property.

c. If the Defendant claims that his basis for the claim is that someone or some entity gifted him the item, state the date on which the gift was made, identify the person or entity providing the gift, identify all persons with knowledge of the gift and identify all documents relating to the gift of each item.

ANSWER: Attached are the bills of sale and receipts for his personal property taken by Plaintiffs/Third Party Defendants from he and his father's home. property where these documents may be located. Defendant is not waiving his claim to the other property as some of the documents are on the property of the Plaintiff due to the Defendant had been living on the property with his father for approximately the last thirty (30) years. The guns acquired over the years were confiscated from Wilson Shealy's house and the Defendant does not know the location of this property. There are no gifts except 150 Massy Ferguson given to the Defendant from the Plaintiff based on his personal relationship with his father/Plaintiff.

6. State with particularity each vehicle certificate of title in the possession of the Defendant and state with particularity how the Defendant came into possession of the certificate of

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title, including the identify of all witnesses with knowledge of how the Defendant came into possession of the certificate of title.

ANSWER: Please see Defendant's answer to Interrogatory #5 above. Defendant is still seeking the rest of the bills of sale and titles, as he is restrained from the property where these documents may be located.

7. Provide an accounting of any and all compensation provided to the Defendant by Eagle Construction, in exchange for the Defendant dropping the law suit against Eagle Construction brought on behalf of Wilson Shealy, Sr.

ANSWER: The Defendant received no compensation from Eagle Construction. See attached the filed Consent Order of Dismissal together with an email from Pope Johnson, Attorney at Law.

8. Identify each financial institution that the Defendant has a bank account or does business with and state each account number relating to the Defendant's relationship with the financial institution.

ANSWER: Defendant has a First Community Banking Account which is attached. (Account Number 2112205599).

9. Identify each alleged trust that the Defendant is involved in including (a) the name of the trust, (b) the name of the trustee, (c) the name of the beneficiary, (d) the corpus of the trust, (e) the date the trust was created, (f) the source for the corpus of the Trust, (g) identify all witnesses with knowledge of the trust, and (h) identify all witnesses with knowledge of the trust.

ANSWER: There has never been any trust involving the Plaintiff and Defendant.

The Defendant is involved in two (2) Trusts, Academy Street Trust. The Trustee is Lisa Homan and the beneficiary is Lisa Homan. Julie T. Shealy is the second Successor Trustee. The Trust is worth $80,000.00 which is the value of the property. The signatures for witnesses of this trust are not readable. I have attached a copy of the document. The second Trust is The Sease Meadow Living Trust in which we will supplement this answer once we have the document.

10. Identify all insurance policies owned by the Defendant that names Wilson Shealy, Sr. as the insured including the name of the insurance company, the policy number, the policy limits, and whether any loans have been taken out against the value of the policy.

ANSWER: Defendant does not own any insurance policies on the Plaintiff; however, there were two (2) life insurance policies on Wilson Shealy, Sr. that he sold. The Defendant had nothing at all to do with this.

11. Please state with particularity all sources of the Defendant's income for the past 10 years, including the name of the entity or person providing the income to the Defendant, the dates upon which the income was provided to the Defendant, the reason for the Defendant's receipt of the income, identify all persons with knowledge of the Defendant's income from each source and all documents relating to the Defendant's receipt of income from each source.

ANSWER: Defendant is self-employed since 1987. Last tax return was filed in 1992. No receipts exist. The Defendant buys and sells, cars, equipment and does logistical work.

These interrogatories are deemed continuing and the Defendant is required to

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supplement his responses to these interrogatories as information becomes available to the Defendant.

WALKER MORGAN, LLC

WILLIAM P. WALKER, JR., SC Bar No. 5796
135 East Main Street
Post Office Box 949
Lexington, SC 29072
803-359-6194
bw@walkermorgan.com
Attorney for Defendant and Third Party Plaintiff

November 8, 2019
Lexington, South Carolina

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CERTIFICATE OF SERVICE

I, the undersigned paralegal of the law offices of Walker & Morgan, LLC, attorneys for Plaintiff, do hereby certify that I have served a copy of ***Defendant's Supplemental Answers to Plaintiff's First Set Of Continuing Interrogatories*** in the above-entitled action by depositing a copy of the same addressed to the following:

Richard Gleissner, Esquire
1237 Gadsden Street, Suite 200A
Columbia, SC 29201

Eric Bland, Esquire
1500 Calhoun Street
PO Box 72
Columbia, SC 29201

Angela Gill
Paralegal to William P. Walker, Jr.

Lexington, South Carolina
November 8, 2019

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STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON	)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT CIVIL ACTION NO.: 2021-CP-32-00633
Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives of Wilson Shealy, Sr., Plaintiff, vs. David Shealy, Defendant. David Shealy, Third-Party Plaintiff, vs. Renee Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy, Third-Party Defendants.	)	**THIRD-PARTY DEFENDANTS' NOTICE OF MOTION FOR SUMMARY JUDGMENT AND MEMORANDUM OF LAW IN SUPPORT**

TO: THE DEFENDANT/THIRD-PARTY PLAINTIFF IN THE ABOVE-NAMED CASE BY AND THROUGH HIS ATTORNEY OF RECORD ATTORNEY TOBIAS WARD.

NOTICE AND MOTION

YOU WILL PLEASE TAKE NOTICE that counsel for the Third-Party Defendants shall move before this Court on the tenth (10) day after service hereof, or as soon as the same may be heard, pursuant to Rule 56 of the South Carolina Rules of Civil Procedures for an order granting them summary judgment and dismissing the third-party claims asserted against them.

This motion will be based upon the following law in support, the pleadings and filings in this matter, South Carolina case and statutory law, arguments of counsel, the South Carolina Rules of Civil Procedure, and any affidavits or other evidence that may be presented at the hearing. The undersigned hereby certifies that communication with the opposing attorney of record would serve no useful purpose. As grounds for this motion, the Third-Party Defendants

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would show the following:

MEMORANDUM IN SUPPORT

1. HISTORY

This is a family dispute. The Third-Party Defendants and the Defendant/Third-Party Plaintiff are siblings. They are all adults. The Plaintiff was their father and he died in December 2020. The Defendant/Third-Party Plaintiff lived with the Plaintiff on his land for years and years and it is alleged that he exploited and manipulated him as a vulnerable adult. The Defendant/Third-Party Plaintiff is a ne'er-do-well who has leached off his father his entire adult life. As if that was not bad enough, the Defendant/Third-Party Plaintiff stole thousands and thousands of dollars from his elderly father and yet has not filed federal and state income tax returns in many years. Prior to his death, the Plaintiff had enough of the Defendant/Third-Party and the Plaintiff wanted him gone from his property and his life prior to his death. On March 3, 2018, Plaintiff filed a Complaint to accomplish this goal and recover the stolen funds.

On October 2, 2018, the Defendant/Third-Party Plaintiff David Shealy filed an Answer and Counterclaim and Third-Party Complaint against the Third-Party Defendants. This pleading is an attack on his siblings because their father has finally come to his senses and will no longer allow the Defendant/Third-Party Plaintiff to take advantage of him.

The manner in which the Third-Party Complaint is drafted is confusing ***at best***. On page four Third-Party Plaintiff titles his **sole** "COUNTERCLAIM" (not plural but singular) as a "Breach of Fiduciary Duty to the Third-Party Defendants" but he fails to mention or even allege any fiduciary duty in his pleading. The Third-Party Defendants assume the Third-Party Plaintiff alleges some fiduciary duty because they are siblings. Directly under that sole counterclaim he then has listed "(Conversion)."

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Under this same obtuse and confusing heading, the Third-Party Plaintiff alleges that, "the Third-Party Defendants conspired together and with others…" Thus, there is apparently a cause of action for civil conspiracy in paragraph 24.

Under this same obtuse and confusing heading, the Third-Party Plaintiff alleges that, the Third-Party Defendants were "grossly negligent" regarding his property located on the Plaintiff's (their father's) land. Thus, there is apparently a cause of action for negligence in paragraph 25 without articulating a duty.

Under this same obtuse and confusing heading, the Third-Party Plaintiff alleges that, the Third-Party Defendants "converted" his property located on their father's (the Plaintiff's) land. Thus, there is apparently a cause of action for conversion in paragraph 26.

On February 25, 2020, the Third-Party Defendants filed a reply to the Third-Party Complaint and raised a number of defenses to any and all alleged causes of action and denied the same.

2. DISCUSSION

A. Law:

1) Rule 56, SCRCP

Summary judgment is proper only when there exists no genuine issue of material fact and the moving party is thus entitled to judgment as a matter of law. See Rule 56, South Carolina Rules of Civil Procedure. "In determining whether a genuine issue of fact exists, a court must consider everything in the record, pleadings, depositions, interrogatories, admissions on file, affidavits, etc." *Gilmore v. Ivey*, 290 S.C. 53, 58, 348 S.E.2d 180, 183.

Under Rule 56(c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. With respect to an issue upon which

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the nonmoving party has the burden of proof, this initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case. Once the moving party carries its initial burden, the "opposing party must, under Rule 56(e), 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with specific facts showing that there is a genuine issue for trial." *Hedgepath v. AT&T*, 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001).

The party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the nonmoving party. If triable issues exist, those issues must be submitted to the jury. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts. However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. See *Hedgepath.*

In deciding a Rule 56 motion, the Court must view the facts and inferences therefrom in the light most favorable to the nonmoving party. Summary judgment is appropriate only when the pleadings, depositions, interrogatory answers, admissions, and affidavits show that there is no genuine issue of material fact. A party opposing a properly supported motion for summary judgment, however, may not rest on the mere allegations or denials of his pleading, but must set forth or point to specific facts showing that there is a genuine issue of material fact. **Thus, the existence of a mere scintilla of evidence in support of the nonmoving party's position is not sufficient to overcome a motion for summary judgment.** *Bravis v. Dunbar*, 316 S.C. 263, 264,

S.E.2d 495, 496 (Ct. App. 1994) (emphasis supplied). Once moving party carries its initial burden, opposing party must, under Rule 56(e), "do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial." *Baughman v. American Telephone & Telegraph Co*., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

2) Breach of Fiduciary Duty

The courts of South Carolina have held that a fiduciary relationship exists when, "one reposes special confidence in another so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interest of one reposing the confidence." *Goddard v. Fairways Development General Partnership*, 310 S.C. 408, 426 S.E.2d 828 (Ct.App. 1993). Lawyers, brokers, corporate directors, and corporate promoters are examples of possible fiduciary relationships. See *Hendricks v. Clemson Univ*., 353 S.C. 449, 578 S.E.2d 711 (2003).

3) Civil Conspiracy

A civil conspiracy is a combination of two or more persons for the purpose of injuring another and which must cause special damages. *See LaMotte v. Punchline of Columbia, Inc*., 296 S.C. 66, 370 S.E.2d 711 (1988). The damages allegedly resulting from the conspiracy must not overlap or be subsumed by those resulting from the other claims. See *Pye v. Estate of Fox*, 369 S.C. 555, 633 S.E.2d 505 (2006).

4) Negligence

In order to recover for negligence, the Third-Party Plaintiff must show (1) a duty of care owed to him by the Third-Party Defendants, (2) a breach of that duty by a negligent act or omission, and (3) damages proximately resulting from that breach. See *Shaw v. City of Charleston*, 351 S.C. 32, 567 S.E.2d 530 (2002)

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5) Conversion

Conversion is the unauthorized assumption and exercise of the right and ownership over the goods or personal chattels of another, to the alteration of the condition or the exclusion of the owner's rights without permission or cause. See *Weinberg v. Wallace*, 314 S.C. 183, 442 S.E.2d 211 (Ct.App. 1994). In order to recover for conversion, Third-Party Plaintiff must show (1) an interest in the thing converted, (2) the Third-Party Defendants converted the property for his or her own use, and (3) the use was without the Third-Party Plaintiff's permission.

B. Argument

This case has been going on for over four years. The facts are what they are and they are set in cement; thus, no additional discovery will change or refute them. Therefore, this matter is ripe for summary judgment as follows:

1) Breach of Fiduciary Duty: Just because the Third-Party Plaintiff and Third-Party Defendants are siblings that does **NOT** establish a fiduciary relationship or a duty that would rise to the level of negligence if Third Party Plaintiff feels that his siblings are not treating him right. The law of South Carolina is clear. Lawyers, brokers, corporate directors, and corporate promoters are examples of possible fiduciary relationships. See *Hendricks v. Clemson Univ*., 353 S.C. 449, 578 S.E.2d 711 (2003). Siblings are not *per se* fiduciaries as the Third-Party Plaintiff would proffer. There is no evidence of any "special confidence" being reposed by the Third-Party and accepted by the siblings. In reality the exact opposite is true[1]. They do not like each other because the Defendant/Third-Party Plaintiff is a ne'er-do-well who has leached off their father his entire adult life and stolen from him and has secreted information and documents from them and acted in a caustic fashion to them. Therefore, this claim must fail as a matter of law.

[1] Please see the Third-Party Defendants' affidavits attached hereto as **Exhibits A-C** and incorporated by reference as if written verbatim herein.

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2) Civil Conspiracy: This cause of action fails as a matter of law because there are no damages alleged or that can be established based on discovery to date that are **not** "overlapped" or "subsumed by those resulting from the other claims" as is required by well-established South Carolina law[2]. The gravamen of the Third-Party Plaintiff's obtuse and confusing pleading is for conversion[3] and, as such, any alleged civil conspiracy damages are subsumed by this flimsy claim. Therefore, this cause of action must fail as a matter of law.

3) Negligence: This cause of action fails as a matter of law because the Third-Party Defendants **owed no duty** to the Third-Party Plaintiff by law or by agreeing to such. As per the Third-Party Plaintiff own pleading all his "property" (more accurately described as junk) was stored and maintained on the Plaintiff's (their father's) land. As a matter of law, the Third-Party Defendants have no legal duty to maintain the Third-Party Plaintiff's junk, account for the Third-Party Plaintiff's junk, or safe guard Third-Party Plaintiff's junk that is not on their land. Therefore, this cause of action must fail as a matter of law.

4) Conversion: The time for the Third-Party Plaintiff to present facts to this Court establishing what **specific items (aka junk)** were alleged to have been converted by the Third-Party Defendants has come and passed. Four years since the start of this litigation it is no longer sufficient to pontificate that "numerous pieces of equipment and automobiles" have been "taken, damaged or destroyed."

At this late hour, the Third-Party Plaintiff must show this Court what specific item(s) have been taken, the proof that the Third-Party Plaintiff owned this item, who converted the item as there are three different Third-Party Defendants, when such occurred, how such occurred and for what purpose, and what was the economic damage. Attached are the Third-Party Defendants'

[2] *Pye v. Estate of Fox*, 369 S.C. 555, 633 S.E.2d 505 (2006).
[3] NOTE: The Third-Party Defendants deny this allegation.

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affidavits affirming and swearing they never converted any of the Third-Party Plaintiff's junk. There is nothing in the record to refute these affidavits. Therefore, this cause of action also fails as well as a matter of law.

CONCLUSION

For above stated reasons the Third-Party Defendants' motion for summary judgment should be granted because the Third-Party Plaintiff cannot show there is a genuine issue of material fact concerning any of his claims. Therefore, the Third-Party Defendants are entitled to summary judgment as a matter of law.

BLAND RICHTER, LLP
Attorneys for the Third-Party Defendants

s/Eric S. Bland
Eric S. Bland (SC Bar No. 64132)
1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202
803.256.9664 (telephone)
803.256.3056 (facsimile)
ericbland@blandrichter.com (e-mail)

s/Ronald L. Richter, Jr.
Ronald L. Richter, Jr.
SC Bar Number: 66377
s/Scott M. Mongillo
Scott M. Mongillo
SC Bar Number: 16574
Peoples Building
18 Broad Street, Mezzanine
Charleston, South Carolina 29401
843.573.9900 (telephone)
843.573.0200 (facsimile)
ronnie@blandrichter.com (e-mail)
scott@blandrichter.com (e-mail)

Columbia, South Carolina

April 18, 2022

ELECTRONICALLY FILED - 2022 Mar 21 10:46 AM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE ELEVENTH JUDICIAL
COUNTY OF LEXINGTON)	CIRCUIT
Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives of Wilson Shealy, Sr., Plaintiff, v. David Shealy, Defendants.	Civil Action No.: 2021-CP-32-00633 **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**
David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	

TO: TOBIAS G. WARD, ESQUIRE, attorney for David Shealy

Rene S. Wells and Wilson Shealy, Jr. as Co-Personal Representatives (the "PR") of Wilson Shealy, Sr., (the "Father") by and through their undersigned counsel, do hereby move for Summary Judgment any claims relating to the personal property in the possession of Wilson Shealy, Sr. at the time of his death including the counterclaims of David Shealy. In support of this motion, the PR provide the following:

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1. The affidavit of Jonathan Spitz, Esquire who is the attorney for the Estate of Wilson Shealy, Sr. Attached as Exhibit 1.
2. The Death Certificate of Wilson Shealy, Sr. Attached as Exhibit 2.
3. The Will of Wilson Shealy, Sr. (the "Will") as properly probated with the Lexington County Probate Court. Attached as Exhibit 3.
4. The Trust established pursuant to the Will. Attached as Exhibit 4.
5. A copy of an agreement with Dominion Energy allowing access to the real property where the personal property is located (the "Property Access Agreement"). Attached as Exhibit 5.

The evidence from these documents results in there being no genuine issue of material fact and the PR are entitled to judgment as a matter of law on the claims of the Defendant to any personal property and as to the counterclaims of the Defendant in this litigation.

THE FACTS

1. Wilson Shealy, Sr. (the "Father") passed on December 30, 2020. Exhibit 2.

2. Probate estate 2021 ES 32-00073 was opened on January 15, 2021 (the "Probate Estate"). Affidavit of Spitz, Exhibit 1.

3. Renee Shealy Wells and Wilson Shealy, Jr. were appointed Co-Personal Representatives. Id.

4. On the date of his death, a great deal of personal property (the "Personal Property") existed on the Real Property (the "Real Property") that the Father leased from South Carolina Electric and Gas, now know as Dominion Energy ("Dominion"). Exhibit 5.

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5. On the date of his death, pursuant to his Will, all personal property passed into a Trust. Exhibit 3.

6. The Probate Estate remained open for the mandatory one year following the Father's passing. Exhibit 1.

7. No claims against any of the personal property were made by David Shealy or any other potential creditor. Exhibit 1.

8. As provided for in the Will, all personal property passed into the Trust. Exhibit 3 and 4.

9. Pursuant to their fiduciary duty, the PR have entered into an agreement with Dominion allowing them access to the Real Property for the purpose of disposing of the Personal Property. Exhibit 5.

SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate if the pleadings and other supporting documents "show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. In determining whether to grant summary judgment, a court must view the evidence and its reasonable inferences in the light most favorable to the nonmoving party. *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 439 (2003) (citing *Baughman v. At&T, 30*6 S.C. 101, 410 S.E.2d 537 (1991)). The purpose of summary judgment is to expedite disposition of cases that do not require the services of a fact finder. *Id.* (citing *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)).

In determining whether a genuine issue of fact exists, a court must assume as true

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the evidence of the nonmoving party and draw all reasonable inferences in favor of that party. *David v. McLeod Reg'l Med. Ctr.*, 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). At the summary judgment stage, "the court does not weigh conflicting evidence with respect to a disputed material fact." *S. C. Prop. & Cas. Guar. Ass 'n v. Yensen, 345 S.C. 512, 518, 548 S.E.2d* 880, 883 (Ct. App. 2001) (citing case). 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, 518, 595 (2004).

Because there are no genuine issues of material fact in this case, Plaintiff's Motion for Summary Judgment should be granted.

ARGUMENT

The South Carolina Probate Code is unambiguous. Claims against the estate must be filed within one year of the decedent's death. Specifically, Section 62-3-803(a)(1) states:

> All claims against a decedent's estate which arose before the death of the decedent, including claims of the State and any political subdivision thereof, whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis, if not barred earlier by another statute of limitations or nonclaim statute; are barred against the estate, the personal representative, the decedent's heirs and devisees, and nonprobate transferees of the decedent; unless presented within the earlier of the following:
>
> (1) one year after the decedent's death

In this case, more than one year has expired since the death of the Father. David Shealy has made no claim to the assets in the possession of the Father on the date of his death or in the Probate Estate.

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David Shealy's counterclaims are for Conversion (first counterclaim), Civil Conspiracy (second counterclaim), Breach of Fiduciary Duty (third counterclaim), and Negligence (fourth counterclaim). He also makes a general claim to the ownership of certain personal property that was in the Father's possession on the day of his death. Thus, all of David Shealy's counterclaims sound in tort and his claim of ownership is a claim against the Father.

The above-cited section of the Probate Code is not a statute of limitations. Instead, this section is referred to a "nonclaim statute". As stated in *Beach First Nat'l Bank v. Gurnham (In re Estate of Gurnham)*, 407 S.C. 194, 203-204, 754 S.E.2d 875, 879-880, (2014),

> Pursuant to the general statutory scheme of the Probate Code, all claims against a decedent's estate and his successors must be presented after a personal representative is appointed and within the time limits prescribed by section 62-3-803, which our appellate courts have designated as a "nonclaim statute." See S.C. Code Ann. § 62-3-104 (2009) ("No proceeding to enforce a claim against the estate of a decedent or his successors may be revived or commenced before the appointment of a personal representative. After the appointment and until distribution, all proceedings and actions to enforce a claim against the estate are governed by the procedure prescribed by this article [§§ 62-3-101 et seq.]."); *In re Estate of Tollison*, 320 S.C. 132, 135, 463 S.E.2d 611, 613 (Ct. App. 1995) ("Section 62-3-803 is a nonclaim statute.").

The claims of David Shealy as raised in his Amended Answer and Counterclaims are claims as defined in the Probate Code. As stated in *Gurham*,

> The Probate Code generally defines "claims" to include "liabilities of the decedent . . . whether arising in contract, in tort, or otherwise, and liabilities of the estate which arise at or after the death of the decedent . . . , including funeral expenses and expenses of administration." S.C. Code Ann. § 62-1-201(4) (2009). As stated in the nonclaim statute, claims against a decedent's estate include all claims "whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis." Id. § 62-3-803(a), (b).

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Thus, whether David Shealy's claims are due or become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort or other legal basis, the claims of David Shealy were within the jurisdiction of the Probate Court.

The Court in *Gurham* goes on to state:

> Thus, "[b]roadly speaking, all claims against the decedent should be presented for allowance, and the word 'claims' includes such debts or demands as existed against the decedent in his or her lifetime and that might have been enforced against him or her by personal actions for the recovery of money." 34 C.J.S. Executors & Administrators § 548 (Supp. 2013) (footnotes omitted). "Stated another way, the term includes every species of liability that the personal representative can be called on to pay out of the general funds of the estate." Id. "However, claims against an estate are not limited to obligations of the decedent that could have been enforced against him or her while living." Id.

Thus, the jurisdiction of the Probate Court encompasses all of David Shealy's claims and all claims are to be presented for allowance to the Probate Court.

It is important to note that the statute is not a statute of limitations, it is jurisdictional. As stated in Gurham:

> If the secured creditor fails to timely present a claim in compliance with the nonclaim statute, the creditor's right of action against the estate is barred. *See In re Estate of Tollison*, 320 S.C. 132, 135, 463 S.E.2d 611, 613 (Ct. App. 1995) ("Section 62-3-803 is a nonclaim statute. Thus, unless the statute is complied with, the creditor's claim is barred." (citation omitted)); *see also Phillips v. Quick*, 399 S.C. 226, 230, 731 S.E.2d 327, 329 (Ct. App. 2012) (contrasting the nonclaim statute with a statute of limitations and recognizing that " '[u]nless the claim is filed within the prescribed time set out in the statute, no enforceable right of action is created' " (quoting *Estate of Decker v. Farm Credit Servs. of Mid-Am., ACA,* 684 N.E.2d 1137, 1138-39 (Ind. 1997))).
>
> In contrast to the Bank's characterization, the nonclaim statute is not a general statute of limitations as the two statutes are fundamentally and operationally distinct. "Although a nonclaim statute is in the nature of, and is similar to, a statute of limitations, in that it prevents the enforcement of stale demands, it is not wholly such." 34 C.J.S. Executors & Administrators § 556 (Supp. 2013). "An untimely claim filed pursuant to a jurisdictional statute of nonclaim is

> automatically barred, so that the filing of a claim within the period specified is mandatory." Id. (footnotes omitted). "However, a claim filed beyond the time set forth in a statute of limitations ordinarily is barred only if the statute of limitations is raised as an affirmative defense or by way of a motion to dismiss, if the defense appears on the face of the prior pleading." Id.

407 S.C. at 205-206, 754 S.E. 2d at 881.

The Claim of David Shealy to any of the Personal Property located on the Real Property is "automatically barred" by the "jurisdictional statute of nonclaim."

Lastly, as provided for in Gurnham, the jurisdictional nature of the nonclaim statute is not subject matter jurisdiction.

> Instead, noncompliance eliminates a claimant's right of action against a decedent's estate and, in turn, deprives the court of the power to adjudicate the claim. See 54 C.J.S. Limitations of Actions § 33 (Supp. 2013) ("Nonclaim statutes operate to bar untimely claims without any action by the opposing party and deprive a court of the power to adjudicate those claims." (emphasis added)).

407 S.C. at 208, 754 S.E. 2d at 882.

Simply, the failure of David Shealy to file a claim as it relates to any Personal Property against the Probate Estate and allow the Probate Estate to adjudicate the claim results in this court having no ability to adjudicate the claim and therefore, the claim to personal property and the Counterclaims of David Shealy must be dismissed.

WHEREFORE, the Plaintiff prays that this court grant summary judgment against David Shealy on all counterclaims in this matter and provide such other and further relief as is just and proper.

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Respectfully Submitted,

s/Richard R. Gleissner
Richard R. Gleissner, Esquire
S.C. Bar Number 15139
Gleissner Law Firm, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505
Attorneys for the Plaintiff

March 18, 2022

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STATE OF SOUTH CAROLINA

CERTIFICATION OF VITAL RECORD

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DEATH CERTIFICATION

STATE FILE NUMBER : 139-20-060284

DECEDENT'S NAME: *WILSON SHEALY*
SEX: MALE
AKA's: NA
SOCIAL SECURITY NUMBER: [redacted]
ARMED FORCES: YES
DATE OF BIRTH: JUNE 27, 1925
AGE: 95 YEARS
TYPE OF PLACE OF DEATH: HOSPITAL- INPATIENT
COUNTY OF DEATH: LEXINGTON
NAME AND ADDRESS OF PLACE OF DEATH: LEXINGTON MEDICAL CENTER, WEST COLUMBIA, SC 29169-4810
PLACE OF DISPOSITION: SAINT JAMES LUTHERAN CHURCH CEMETERY
DISPOSITION LOCATION: GILBERT, SOUTH CAROLINA
METHOD OF DISPOSITION: BURIAL
DECEDENT'S RESIDENCE: 1425 FRANK SHEALY ROAD, LEESVILLE, LEXINGTON COUNTY, SC, 29070
PLACE OF BIRTH: SOUTH CAROLINA
MARITAL STATUS: WIDOWED (AND NOT REMARRIED)
SURVIVING SPOUSE'S NAME: NA
FATHER'S NAME: FRANK W SHEALY
MOTHER'S NAME PRIOR TO FIRST MARRIAGE: GLADYS JOHNS
INFORMANT'S NAME: WILSON SHEALY JR
RELATIONSHIP: SON
MAILING ADDRESS: PO BOX 8, MONETTA, SC, 29105
FUNERAL HOME: BARR-PRICE FUNERAL HOME AND CREMATORIUM, 256 MAIN ST., BATESBURG-LEESVILLE, SC, 29070-3546
FUNERAL DIRECTOR: LANDIS D. PRICE
LICENSE NUMBER: 1578
EMBALMER'S NAME: NOT EMBALMED
LICENSE NUMBER: ----------
ACTUAL OR PRESUMED DATE OF DEATH : DECEMBER 30, 2020
MANNER OF DEATH : NATURAL
ACTUAL OR PRESUMED TIME OF DEATH: 2240
CAUSE OF DEATH - PART I
VIRAL SEPSIS
VITAMIN D DEFICIENCY
ACUTE RESPIRATORY FAILURE WITH HYPOXIA
PNEUMONIA DUE TO COVID-19
OTHER SIGNIFICANT CONDITIONS - PART II:
ACUTE SEPTIC ENCEPHALOPATHY; COVID-19 ASSOCIATED COAGULOPATHY.
CORONER CONTACTED? YES
AUTOPSY PERFORMED? NO
AUTOPSY AVAILABLE? NA
DATE OF INJURY: NA
TIME OF INJURY: NA
INJURY AT WORK? NA
PLACE OF INJURY: NA
LOCATION OF INJURY: NA
HOW THE INJURY OCCURRED?
NA
CERTIFIER NAME AND TITLE: MD MARC J. SAINT-JOUR
LICENSE NUMBER: 37371
CERTIFIER'S ADDRESS: 2720 SUNSET BLVD, WEST COLUMBIA, SC, 29169
DATE FILED: JANUARY 01, 2021
DATE OF ISSUANCE: JANUARY 04, 2021
SPECIAL INSTRUCTIONS :
NA

SC09120081

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Richard K. Toomey, DHA, FACHE
Director and State Registrar

Angelia P. Saleeby
Assistant State Registrar

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Revision Date: 04/25/2019

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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LAST WILL AND TESTAMENT

OF

WILSON SHEALY

W. STEVEN JOHNSON
TODD & JOHNSON LLP
609 SIMS AVENUE
COLUMBIA, SOUTH CAROLINA 29205
803-252-1500
WSJ@TODDANDJOHNSON.COM

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LAST WILL AND TESTAMENT OF WILSON SHEALY

Introductory Clause. I, ***Wilson Shealy***, a resident of and domiciled in the County of Lexington and State of South Carolina, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I have four living children: ***Wilson Shealy, Jr.***; ***Rene Shealy Wells***; ***David J. Shealy***; and ***Mimi Ellen Shealy***.

ITEM I
RESIDUE DISPOSITION

Pourover Gift to Trustee of Testator's Inter Vivos Trust. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to the Trustee under that certain Trust Agreement between me as Settlor and as Trustee executed on the 2nd day of September, 2011, and amended by First Amendment and Restatement of Trust Agreement executed prior to the execution of this Will on the 23rd day of March, 2016. My Trustee shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer and distribute the property in accordance with the provisions of the Trust Agreement, including any amendments thereto made before my death.

ITEM II
ALTERNATE RESIDUE DISPOSITION

Alternate Provision to Incorporate Trust by Reference if Pourover is Invalid. In the event for any reason the bequest and devise above is ineffective and invalid, then I hereby give, devise and bequeath the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to the Trustee to be held, administered and distributed in accordance with the provisions of that certain Trust Agreement between me as Settlor and as Trustee executed on the 2nd day of September, 2011, and amended by First Amendment and Restatement of Trust Agreement executed prior to the execution of this Will on the 23rd day of March, 2016, which Trust Agreement is hereby incorporated by reference and made a part hereof the same as if the entire Trust Agreement including any amendments thereto made before my death were set forth herein.

ITEM III
PERSONAL REPRESENTATIVE APPOINTMENT

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees, and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees, and other matters are set forth below:

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(1) ***Naming Individuals as Co-Personal Representatives.*** I hereby nominate, constitute and appoint my children, ***Wilson Shealy Jr.*** and ***Rene Shealy Wells***, as Co-Personal Representatives of this my Last Will and Testament and direct that they shall serve without bond. If any individual Co-Personal Representative should fail to qualify as Co-Personal Representative hereunder, or for any reason should cease to act in such capacity, the remaining individual Co-Personal Representative shall continue to serve without a successor or substitute as the sole Personal Representative.

(2) ***Final Succession if All Individual Personal Representatives Cannot Act.*** If both of my individual Co-Personal Representatives should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Personal Representative who shall also serve without bond shall be an individual, bank, or trust company appointed by the last serving Personal Representative.

(3) ***Fee Schedule for Individual Personal Representative.*** For services rendered as Personal Representative or Co-Personal Representative, my individual Personal Representative or Co-Personal Representative shall receive (if multiple, divide and receive) reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(4) ***Personal Representative Voting Rights.*** If Co-Personal Representatives are serving hereunder, then they must agree upon all action taken.

(5) ***Delegation Among Co-Personal Representatives.*** Either Co-Personal Representative shall have the right to delegate to the other Co-Personal Representative, at any time or from time to time, all or any of the powers and discretions vested in such Co-Personal Representatives herein for such periods as such Co-Personal Representatives may determine. During the period of such delegation, the powers and discretions so delegated shall be exercised by the Co-Personal Representative to whom such powers and discretions are delegated. Such delegation shall be made by delivering to the Co-Personal Representative to whom such powers and discretions are delegated written notice specifying the powers and discretions delegated and the period of such delegation.

ITEM IV
MEANING OF PERSONAL REPRESENTATIVE

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative or Co-Personal Representative named herein and to any successor or substitute Personal Representative or Co-Personal Representatives acting hereunder, and such successor or substitute Personal Representative or Co-Personal Representative shall possess all the rights, powers and duties, authority and responsibility conferred upon the Personal Representative originally named herein.

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ITEM V
PERSONAL REPRESENTATIVE POWERS

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied, or statutory powers granted to a Personal Representative generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ITEM VI
CONTROL OF ELECTRONIC AND DIGITAL RIGHTS

Personal Representative Authority Regarding Use and Control of Electronic and Digital Rights. In addition to any other powers granted to my Personal Representative, my Personal Representative shall have the power to access, use, control, and assume the ownership rights of any of my digital or electronic devices, including but not limited to desktop, laptop, tablet, or other types of computers and their peripheral equipment, storage devices, mobile telephones, "smart" phones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, cameras, audio and video recorders, and any similar digital devices which I may own or lease at my death. My Personal Representative shall have the power to access, manage, modify, deactivate, delete, control, sell, and transfer any digital assets, electronically stored information, and/or electronic communications owned by me on the date of my death, including, but not limited to, e-mails received by me during my lifetime or after my death, e-mail accounts, short message and text accounts, records of electronic communications, digital music, digital photographs, digital video, digital voice and voicemail, video games and virtual "worlds" or fantasy accounts created by any such games or other programs, "apps," software applications, software licenses, internet accounts, social network accounts, networking websites, blogs, file sharing accounts, financial accounts, domain registrations, domain names, or DNS service accounts, online accounts at stores or other organizations and entities, social media, membership or patronage accounts with all inherent rights and benefits, and other online accounts or rights, which either currently exist or may exist at the time of my death. My Personal Representative may obtain copies of any such digital information and may authorize others to have access to such digital information. My Personal Representative may employ agents or advisors to assist in collecting such electronic data, including, but not limited to, accessing such accounts, resetting passwords or other authenticating protocols, either decrypting or encrypting digital information, and dealing with such information in furtherance of the administration of my estate. The powers

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granted to the Personal Representative shall be broadly construed and shall not be limited or restricted by any web or electronic service provider. My Personal Representative shall have the authority to protect or enhance my privacy by directing that any stored information either owned or created by me, about my past activities on the internet or all other forms of electronic activities, or about me be deleted and that any links to or search results about me and such information be deleted or otherwise deactivated. My Personal Representative shall have all of the rights, authorities, and privileges that I have with regard to any such digital assets.

ITEM VII
DISCRETION REGARDING TAX MATTERS

Discretion Granted to Personal Representative in Reference to Tax Matters. My Personal Representative as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Personal Representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Personal Representative shall not exercise its discretion in a manner which would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Personal Representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions. If my estate plan includes a revocable trust agreement and it contains directions to my Personal Representative, I direct my Personal Representative to follow the directions in such trust agreement.

ITEM VIII
DEFINITIONS RELATING TO FAMILY

Definitions of Family. The following definitions shall be used to define the family:

(1) ***Definition of Children.*** For purposes of this Will, "children" means the lawful descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant," and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful descendant in the first degree of the parent designated even though such descendant is born after the death of such parent. For purposes of this Will, the anti-lapse statute shall not be applied as I have designated successor takers where it was my intention to do so.

(2) ***Inclusion of Adopted Children.*** For purposes of this Will, if a person has been legally adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

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(3) ***Exclusion of Specific Family Member.*** For purposes of this Will, and notwithstanding any other language or provision contained in this Will to the contrary, I do specifically exclude David J. Shealy, my son, as a beneficiary under this Will. David J. Shealy shall not be deemed to be a member of any class definition of beneficiaries contained in this document. This Will shall be interpreted as if David J. Shealy shall have predeceased me. In addition, any issue of David J. Shealy shall also be similarly excluded as a beneficiary of this Will.

(4) ***Definition of Per Stirpes.*** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ITEM IX
BENEFICIARY CONTESTS

No Contest Restriction. I have, intentionally and with full knowledge, either failed to provide for more beneficiaries and/or provided for such beneficiaries in a more limited manner than other beneficiaries in this Last Will and Testament, Revocable Trust and First Amendment and Restatement thereto.

(1) ***Impact on Beneficiary of Action Taken by Beneficiary.*** If any beneficiary under this Will, singly or in conjunction with any other person or persons, directly or indirectly, (i) contests in any court the validity of this Will or, in any manner, attacks or seeks to impair or invalidate any of its provisions; (ii) claims entitlement by way of any written or oral contract to any portion of my estate; (iii) unsuccessfully challenges the appointment of any person named as Trustee or successor Trustee, or as Personal Representative or successor Personal Representative of my Last Will and Testament; (iv) objects in any manner to any action taken or proposed to be taken in good faith by the Personal Representative; (v) objects to any construction or interpretation of this Will, or any provision of it, that is adopted or is proposed in good faith by the acting Personal Representative; (vi) unsuccessfully seeks the removal of any person acting as Trustee of any Trust created under this instrument; (vii) files any creditor's claim against my estate (without regard to its validity), whether the claim arose before or after the date of this instrument; (viii) files a petition or other pleading to change the character of any property subject to this Will; (ix) claims in any proceeding that any assets held or claimed under this instrument were held as joint with right of survivorship property; (x) files a petition or other pleading seeking to impose a constructive trust or resulting trust on any assets claimed under this Will, or (xi) participates, conspires, or assists with another in any of the previous actions in a manner adverse to this Will, then and in that event that person's right to take any interest given to him or her by or under this Will shall be determined as it would have been determined if the person had predeceased the execution of this instrument without surviving issue.

(2) ***Exclusions.*** The provisions of this Item shall neither apply to any "qualified disclaimer" by any person of any benefit under this Will nor cause a forfeiture of any distribution otherwise qualifying for either a marital or charitable federal estate tax deduction.

(3) ***Personal Representative Powers.*** My Personal Representative is hereby authorized to defend, at the expense of my estate, any contest or other attack of any nature on this Will or any of its provisions. All such costs of defense of such action shall be charged to and deducted from the share, if any, of that challenging beneficiary, regardless of whether the challenging beneficiary

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was successful or not in his or her challenge. If there is no such share, then the defense of this action shall be treated as an administrative expense of my estate.

(4) ***Severability.*** In the event that any provision of this Item is held to be invalid, void, or illegal, the same shall be deemed severable from the remainder of the provisions in this Item, and shall in no way affect, impair, or invalidate any other provision in this Item. If any provision of this Item shall be deemed invalid due to its scope and breadth, such provision shall be deemed modified and interpreted as closely as possible to my intent so as to permit that provision to be deemed valid and enforceable as permitted by law.

ITEM X
DEFINITION OF INTERNAL REVENUE CODE TERMS

Definition of Words Relating to the Internal Revenue Code. As used herein, any word or words which from the context in which it or they are used referring to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM XI
EXERCISE OF A POWER OF APPOINTMENT

Exercise of Power of Appointment. I hereby fully exercise the power of appointment granted to me under Paragraph (4) of Item III of the Last Will and Testament of ***Violet E. Shealy*** dated October 30, 2000, and direct that the undistributed balance of the Violet E. Shealy Family Trust be distributed, outright and free of trust, to such of my named children, ***Wilson Shealy, Jr.***, ***Rene Shealy Wells*** and ***Mimi Ellen Shealy***, as shall survive me in approximately equal shares; provided, however, if an above named child of mine shall not survive me, then the share provided for such predeceased named child shall be distributed to such predeceased named child's issue surviving me, per stirpes.

ITEM XII
SIMULTANEOUS DEATH

Simultaneous Death Provision Presuming Beneficiary Predeceases Testator. If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me. Provided, however, regardless of the existence of clear and convincing evidence of the order of death, the requirement of survival by 120 hours according to the terms of SC Code of Laws Ann. 1976, Section 62-1-502, shall apply to this Will.

ITEM XIII
PAYMENT OF TAXES

I direct that:

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(1) ***Direction to Pay All Taxes from Residuary Estate.*** Except as provided in (2) herein, all estate, inheritance, succession, death, or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

(2) ***Apportion Taxes on Nonprobate Property.*** All such taxes in respect to any property or interests in property included in my gross estate under sections 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, and 2044 of the Internal Revenue Code shall be charged against and paid by the recipient or beneficiary of such property or interest in property or from the property or interest in the property, provided, however, there shall be no apportionment against any donee or recipient of any such property or interest in property which is a qualified charity under Section 2055 and the property or interest in property was allowed in my federal estate tax proceedings as a charitable deduction. The amount of the tax to be charged against such donee or recipient shall be determined by multiplying a fraction (the numerator of which shall be the federal estate tax value of the property to be apportioned as finally determined in my federal estate tax proceedings and the denominator of which shall be the total value of my taxable estate for such federal estate tax purposes) times the net amount of such taxes payable by my estate after the application of all credits against such taxes.

Testimonium, Attestation, and Self-Proving Affidavit. I, ***Wilson Shealy***, the Testator, sign my name to this instrument this the 25th day of March, 2016, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Wilson Shealy
WILSON SHEALY, TESTATOR

We, ***W. Steven Johnson*** and Jonathan E. Spitz, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

WITNESS

WITNESS

WS

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Subscribed, sworn to, and acknowledged before me by ***Wilson Shealy***, the Testator, and subscribed and sworn to before me by Jonathan E. Spitz, the witness, this the 23rd day of March, 2016.

(Seal)
Notary Public for South Carolina
My commission expires: 1/22/2023

WS

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TRUST AGREEMENT OF WILSON SHEALY

W. Steven Johnson
Todd & Johnson, L.L.P.
609 Sims Avenue
Columbia, South Carolina 29205
803-252-1500

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ARTICLE III

Provisions for Settlor During Lifetime. The Trustee shall hold, manage, invest, and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) ***Discretionary Payment of Income.*** During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor all the net income from this Trust. Any income not distributed shall be accumulated annually and thereafter treated as principal.

(2) ***Discretionary Payment of Principal.*** During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as the Trustee shall, in the Trustee's sole discretion, deem necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Settlor known to the Trustee.

(3) ***Disposition of Trust Estate at Settlor's Direction.*** During the Settlor's lifetime, the Trustee shall dispose of all, or any part, of the Trust Estate in such manner as the Settlor may from time to time direct. This authorization shall not be effective if the Settlor has been adjudicated to be incompetent or in the event that the Settlor is not adjudicated incompetent but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly handle the Settlor's own affairs.

ARTICLE IV

Settlor's Rights to Amend, Change, or Revoke the Trust Agreement. The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; and (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE V

Discretionary Provisions for Trustee to Deal with Settlor's Estate and Make Payment of Debts and Taxes. After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or the Settlor's estate, reasonable expenses of administration of the Settlor's estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death, or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's personal representatives, from any beneficiary of insurance upon the Settlor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in the Settlor's estate for federal estate tax purposes and any interest

so paid shall be charged generally against the income thereof; provided, however, any such payments of estate, inheritance, succession, death, or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal constituting the ***Trust Estate*** and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the personal representatives of the Settlor's estate. Written statements by the personal representatives of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. If administrative expenses are deducted on the estate's income tax return but paid from principal, then they shall be charged against the ***Trust Estate***.

ARTICLE VI

Specific Distributions Introduction. Upon the death of the Settlor, the Trustee shall make the following distributions:

(1) ***Distribution of Specific Items.*** The Settlor's large collection of airplanes and airplane parts shall be distributed to the Settlor's son, ***Wilson Shealy, Jr.***, if he shall survive the Settlor.

(2) ***Distribution of Specific Items.*** The Settlor's farm equipment shall be distributed to such of the Settlor's children, ***Wilson Shealy, Jr., Rene Shealy Wells, David J. Shealy*** and ***Mimi Ellen Shealy***, as shall survive the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take, per stirpes, the share such child would have taken had such child survived the Settlor. The Settlor requests that the Settlor's said children form a limited liability company to hold and administer such farm equipment in the form of an LLC.

(3) ***Distribution of Specific Items.*** The Settlor's construction equipment/materials, including, but not limited to dump truck, mobile home truck, motor grader, backhoe, and settle I-beams, etc. shall be distributed to the Settlor's son, ***David J. Shealy,*** if he shall survive the Settlor.

(4) ***General Distribution of Personal and Household Effects with a Mandatory Memorandum.*** All the Settlor's personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats and automobiles and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, shall be distributed as follows:

(a) The Settlor may leave written memoranda disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of the Settlor's death. If no such written memoranda are found or identified by the Trustee within ninety (90) days after the Settlor's death, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary

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who is not living at the time of the Settlor's death and for whom no effective alternate provision has been made shall pass according to the provisions of the following subparagraph, and not pursuant to any anti-lapse statute.

(b) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, the rest of the Settlor's personal and household effects of every kind shall be distributed to such of the Settlor's children, ***Wilson Shealy, Jr., Rene Shealy Wells, David J. Shealy*** and ***Mimi Ellen Shealy***, as shall survive the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take, per stirpes, the share such child would have taken had such child survived the Settlor. If the Settlor's issue do not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlor's issue. The Trustee shall have full discretion to sell all or any part of said property and apply the proceeds to ensure a fair and equitable division. If any beneficiary hereunder is a minor, the Trustee may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of the Trustee.

(5) ***Cash Distribution.*** The sum of Three Hundred Thousand Dollars ($300,000.00) shall be distributed to the Settlor's son, ***Wilson Shealy, Jr.***, if he shall survive the Settlor. Provided, however, if the Settlor's said son shall not survive the Settlor, then such amount shall be distributed to the Settlor's deceased said son's issue surviving the Settlor, per stirpes.

(6) ***Cash Distribution.*** The sum of Three Hundred Thousand Dollars ($300,000.00) shall be distributed to the Settlor's daughter, ***Rene Shealy Wells***, if she shall survive the Settlor. Provided, however, if the Settlor's said daughter shall not survive the Settlor, then such amount shall be distributed to the Settlor's deceased said daughter's issue surviving the Settlor, per stirpes.

(7) ***Cash Distribution.*** The sum of Three Hundred Thousand Dollars ($300,000.00) shall be distributed to the Settlor's daughter, ***Mimi Ellen Shealy***, if she shall survive the Settlor. Provided, however, if the Settlor's said daughter shall not survive the Settlor, then such amount shall be distributed to the Settlor's deceased said daughter's issue surviving the Settlor, per stirpes.

(8) ***Definition of Trust Estate.*** As used in this Trust Agreement, the words "Trust Estate" shall mean the entire Trust Estate minus the specific distributions under this Article.

ARTICLE VII

Allocation to Shares. Upon the death of the Settlor, the Trustee shall divide the Trust Estate (which shall include any property which may be added from the Settlor's general estate) as follows:

(1) ***Creation of the Shealy GST Family Trust and the Shealy Share.*** The Trustee shall divide the Trust Estate into two (2) separate shares, hereinafter designated as the "***Shealy GST***

Family Trust" and the "***Shealy Share.***" The ***Shealy GST Family Trust*** shall be a fraction of the Trust Estate (undiminished by estate, inheritance, succession, death, or similar taxes), the numerator of which shall be an amount equal to the Settlor's available generation-skipping transfer exemption as hereafter defined and the denominator shall be an amount equal to the value of the Trust Estate. For purposes of establishing such fraction the values as finally determined in the Settlor's federal estate tax proceedings shall be used. The Settlor recognizes that the numerator of such fraction may be zero, in which case no property shall be distributed under this paragraph to the ***Shealy GST Family Trust.*** The Settlor also recognizes that the numerator of such fraction may be equal to or greater than the denominator, in which case the entire Trust Estate shall be distributed to the ***Shealy GST Family Trust.*** The ***Shealy Share*** shall be the balance of the Trust Estate.

(2) The ***Shealy GST Family Trust*** shall be administered as hereinafter set forth. The ***Shealy Share*** shall be distributed as hereinafter set forth.

ARTICLE VIII

Shealy GST Family Trust Introductory Provision. The ***Shealy GST Family Trust*** shall be held, administered, and distributed as follows:

(1) ***Division into Shares for Children.*** Upon or after the death of the Settlor, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (l) share for each then living child of the Settlor and one (l) share for each deceased child of the Settlor who shall leave issue then living. Each share set aside, upon division into shares, for a deceased child of the Settlor who shall leave issue then living, shall be distributed per stirpes to such issue. Each share set aside, upon division into shares, for a living child of the Settlor shall be retained in trust and held, administered and distributed as hereinafter provided.

(2) ***Income and Discretionary Invasion of Principal for Children.*** After division into shares for children, all the net income from each share so provided for a living child of the Settlor shall be paid in convenient installments to or applied for the benefit of the child until complete distribution of the share as herein provided. In addition to income, the Trustee may pay to or apply for the benefit of the child such sums from the principal of such child's share as the Trustee shall, in its sole discretion, deem necessary or desirable from time to time for such child's medical care, education, support and maintenance in reasonable comfort, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the child known to the Trustee.

(3) ***Limited Withdrawal by Child.*** After division into shares for children, there shall be paid to the child during the child's lifetime from the principal of such child's share upon such child's written request during the last month of each fiscal year of the Trust an amount not to exceed during the fiscal year the greater of Five Thousand Dollars ($5,000.00) or five percent (5%) of the total value of the principal of the child's share on the last day of the fiscal year without reduction for the principal payment for the fiscal year. This right of withdrawal is noncumulative so that if a child of the Settlor does not withdraw, during the fiscal year, the full amount to which such child is entitled under this paragraph, the right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

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(4) ***Special Power of Appointment in Child. Default to Child's Issue.*** After division into shares for children, upon the death of a child of the Settlor prior to complete distribution of such child's share, the undistributed balance of the child's share shall be paid over, conveyed, and distributed to or in trust for such appointee or appointees from among the child's issue in such manner and in such proportions as the child may appoint in and by the Last Will of the child, making specific reference to the power of appointment herein conferred. In disposing of this share, the Trustee shall be protected in relying upon an instrument admitted to probate in any jurisdiction as the Last Will of the child or in acting upon the assumption that the child died intestate in case the Trustee has no notice of the existence of a Will of the child within six (6) months after the death of the child. In default of the exercise of this power of appointment by the child, or insofar as any part of this share shall not be effectively appointed, then upon the death of the child the undistributed balance of the child's share, or the part of the share not effectively appointed shall be distributed per stirpes to the child's then living issue or in default of issue, per stirpes to the Settlor's then living issue. Provided, however, that if any portion of the share would otherwise be distributed to a child of the Settlor for whose benefit a trust is then being administered under this the ***Shealy GST Family Trust***, that part shall instead be added to that trust and shall thereafter be administered and distributed according to its terms.

ARTICLE IX

Shealy Share to Settlor's Issue. The ***Shealy Share*** shall be paid over and distributed, free of trust, to such of the Settlor's children, ***Wilson Shealy, Jr., Rene Shealy Wells, David J. Shealy*** and ***Mimi Ellen Shealy***, as shall survive the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take, per stirpes, the share such child would have taken had such child survived the Settlor.

ARTICLE X

Trustee Succession, Trustee's Fees, and Other Matters. The provisions for naming the Trustee, Co-Trustee succession, Trustee's fees, and other matters are set forth below:

(1) ***Trustee Succession if Settlor Dies or Becomes Incapacitated.*** If the Settlor dies or is adjudicated to be incompetent or in the event that the Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of two licensed physicians, unable to properly handle the Settlor's own affairs, then and in that event the Settlor's son, ***Wilson Shealy Jr.***, and the Settlor's daughter, ***Rene Shealy Wells***, shall immediately become the successor Co-Trustees under this Trust Agreement. Third parties may rely on an affidavit by the successor Co-Trustees named above stating that the successor Co-Trustees are now acting as Co-Trustees hereunder. If any initial successor individual Co-Trustee should fail to qualify as Co-Trustee hereunder, or for any reason should cease to act in such capacity, the remaining individual Co-Trustee shall continue to serve without a successor or substitute as the sole Trustee.

(2) ***Final Succession if All Individual Successor Co-Trustees Cannot Act.*** If all the Settlor's individual successor Co-Trustees should fail to qualify as Trustee hereunder, or for any

reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be, the Settlor's son, ***David J. Shealy***.

(3) ***Naming Trustee of Generation Skipping Trusts***. On the death of the Settlor, each child of the Settlor shall serve as Trustee of their own generation-skipping trust above created. Such Trustee shall serve without bond and any successor Trustee shall serve without bond. If a child of the Settlor gives notice of resignation, becomes incapacitated, dies or otherwise ceases to act as Trustee, the successor Trustee shall be such individual, bank or trust company as the Settlor's child shall designate in writing. Such child shall also indicate in the designation of the successor whether or not such successor has a similar power to designate their successor. Absent the successor's granted power to designate their successor, the successor Trustee shall have the power to designate their successor. Upon such child's failure to so designate a successor, or upon a subsequent vacancy in the office of Trustee, the successor Trustee shall be such person as such child's oldest living child shall appoint and such appointed Trustee shall have the power to designate his or her successor Trustee, if given such power in the notice of appointment given to such appointed Trustee.

(4) ***Fee Schedule for Individual Trustee.*** For services rendered as Trustee or Co-Trustees, the individual fiduciary shall receive (if multiple, divide and receive) the amount provided by law.

(5) ***Trustee Voting Rights***. If the successor Co-Trustees are serving hereunder, then they must agree upon all action taken.

(6) ***Delegation Among Co-Trustees***. Any Co-Trustee shall have the right to delegate to the other Co-Trustee, at any time or from time to time, all or any of the powers and discretions vested in such Co-Trustee herein for such periods as such Co-Trustee may determine. During the period of such delegation, the powers and discretions so delegated shall be exercised by the Co-Trustee to whom such powers and discretions are delegated. Such delegation shall be made by delivering to the Co-Trustee to whom such powers and discretions are delegated written notice specifying the powers and discretions delegated and the period of such delegation.

(7) ***Appointment of Co-Trustee.*** Any serving individual Trustee may, at any time during the period such individual Trustee is serving, appoint another individual, bank, or corporate fiduciary as a co-trustee of the Trust or the Trust share. The co-trustee shall serve only so long as the appointing Trustee shall be serving as a Trustee. The appointing individual Trustee may revoke this appointment at any time with or without cause by written notice to the appointed co-trustee. Such appointed co-trustee shall have either all of the powers of the appointing individual Trustee or such lesser or limited powers as the appointing individual Trustee may determine at the time of the appointment.

(8) ***Appointment of Independent Special Trustee.*** Other than the Settlor, if a Trustee is unable or unwilling for any reason to act with regard to any property comprising the Trust Estate, the Trustee may appoint an Independent Special Trustee to act with regard to such property. Such Special Trustee may be either an individual or a corporate Trustee. If the Special Trustee is an individual, such individual shall not be related to or subordinate to any beneficiary of this

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Trust as defined by section 672(c) of the Internal Revenue Code. If appointed, the Independent Special Trustee shall act with respect to such property of the Trust Estate in accordance with the provisions of this Trust. The Trustee may revoke the appointment of any such Independent Special Trustee at any time. Any Independent Special Trustee shall exercise all of the fiduciary powers granted to the Trustee, unless specifically limited by the Trustee. The Independent Special Trustee may resign at any time.

(9) ***Limitations on Trustees.*** Except as to the Settlor, no person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which the Settlor has given to the Trustee to pay principal or income to such person, or for his or her benefit or in relief of his or her legal obligations; provided, however, if an individual trustee (who is also a beneficiary) is the sole trustee or at any time is acting as the sole trustee, and such trustee has discretion to invade principal for himself or herself and such discretionary authority is limited by an ascertainable standard, then such trustee may invade principal (if limited by such standard) for himself or herself but not in relief of his or her legal obligations.

(10) ***Designation of Successor Trustee as HIPAA Personal Representative.*** During the administration of this Trust, it may be necessary for a successor Trustee to inquire about the mental or physical capacity of a currently serving individual Trustee. The Settlor and each serving individual Trustee therefore grant and confirm that each such successor Trustee shall be treated as a "personal representative" under the Health Insurance Portability and Accountability Act of 1996 and its regulations (including 45 C.F.R. § 164.502(g)(2)) for all purposes relating to the "protected health information" of the Settlor and/or any currently serving individual Trustee. The Settlor and any serving individual Trustee do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past or are currently providing the Settlor and/or any currently serving individual Trustee with any type of medical, mental, or other types of health care, to disclose to the HIPAA personal representative and any other successor HIPAA personal representative all of the Settlor's and/or the currently serving individual Trustee's health care information and all "protected health information" for the purpose of determining the Settlor's and/or the currently serving individual Trustee's capacity to continue to serve as a Trustee of this Trust, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide the Settlor's and/or the currently serving individual Trustee's health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding the Settlor and/or the currently serving individual Trustee to the above designated successor Trustee of this Trust. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such successor Trustee and may thereafter no longer be protected by such privacy rules. The Settlor and any successor individual Trustee waive any and all liability and hold such physicians or other health care providers harmless for providing such information, rendering an opinion concerning the mental or physical incapacity of the Settlor or individual Trustee, or for signing a certificate of incapacity concerning the Settlor or individual Trustee. This authorization shall have no expiration date and shall remain in effect until the

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earlier of its revocation by the Settlor or the currently serving individual Trustee, or the death of such person. By agreeing to serve as a Trustee, each successor individual Trustee grants the authority provided above to that individual Trustee's successor Trustee.

(11) ***Determination of Incapacity of Individual Trustee.*** If any serving individual Trustee either is adjudicated to be incompetent or in the event that the individual Trustee is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of two licensed physicians, unable to properly handle the fiduciary responsibilities of the trusteeship, then and in that event the Trustee next designated herein shall serve as the successor Trustee. The disqualified Trustee may regain the position as Trustee, if and when such incompetency is removed, as determined by two licensed physicians in the same manner as was followed to initially establish the Trustee's incapacity. Third parties may rely on an affidavit by the Trustee stating that the successor Trustee is now acting as Trustee hereunder.

(12) ***Trustee Accountings and Settlement.*** The Trustee shall report on Trust activities and account to the beneficiaries, as follows:

(a) ***No Requirement for Accounting While Settlor is Trustee.*** If the Settlor is serving as either a Trustee or Co-trustee, then the Trustee shall not be required to render an accounting. Notwithstanding this waiver, the Trustee may render an accounting of its administration of the Trust to all current income beneficiaries and all beneficiaries required by law at any time. At such time as the Settlor is no longer serving as the Trustee or Co-trustee, then this paragraph is no longer applicable.

(b) ***Waiver of Trustee Accountings.*** Unless requested by a beneficiary of the Trust, the Trustee shall not be required to render an annual accounting but shall keep full books or accounts showing the condition of the Trust, which records shall be available at all reasonable times for inspection by the beneficiaries, or their representatives.

(c) ***Settlement of Trustee Accounting.*** During the period of time that this Trust may be revoked by the Settlor, the Trustee may render an accounting of its administration of the Trust to the Settlor. The Settlor's written acceptance and approval of such accounting shall be binding upon all present and future Trust beneficiaries.

(d) ***Settlement of Trustee Accounting by Beneficiaries.*** The Trustee may at any time settle its account with respect to the Trust Estate, or any separate share of the Trust Estate, by a written agreement. The written agreement shall be between the Trustee and all appropriate living income beneficiaries and remainder beneficiaries for the Trust Estate, or separate Trust share as appropriate. If a beneficiary is either a minor or incompetent, then the guardian for such person may represent such individual. Such agreement shall bind all persons then or thereafter entitled to such share of the Trust Estate for which the Trustee and beneficiaries reached written agreement. Such agreement shall constitute a complete release and discharge of the Trustee for the acts of the Trustee covered in the accounting and the period covered by the agreement.

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(e) ***Settlement of Trustee Accounting Upon Termination of Trust.*** Prior to either delivering the Trust Estate to a successor Trustee or making a complete distribution of all or a separate share of the Trust Estate, the Trustee shall prepare and deliver its accounting of the Trust or the applicable Trust share, as appropriate, to the appropriate beneficiaries. The Settlor and/or applicable beneficiaries may waive such requirements for such accounting.

(13) ***Limitation of Liability and Duties of Successor Trustee for Acts of Prior Trustee.*** No successor Trustee shall have any liability or responsibility for any acts or omissions of any prior Trustee. The Trust shall indemnify and hold harmless any currently serving Trustee for the acts or omissions of any such prior Trustee. A current Trustee may, but shall not have the obligation to, audit or investigate the accounts or administration of any prior Trustee. In the event that any present or future beneficiary shall request in writing that the Trustee investigate or take any action against a prior Trustee, the current Trustee may, but not be required to, either: (i) determine if such action is either inappropriate or unlikely to result in a favorable conclusion for the Trust and therefore decline to take such action, or (ii) require that the beneficiary requesting such action indemnify the Trust and Trustee and fund all the expenses of such action to the extent that the Trustee deems appropriate. The Trustee shall have the sole discretion to act with regard to these decisions.

ARTICLE XI

Definition of Trustee. Whenever the words "Trustee" or "Co-Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall be held and taken to include both the singular and the plural and the masculine and feminine gender thereof, and shall apply collectively to such of the Co-Trustees named herein as are at any time actively and properly serving hereunder and also collectively to any successor or substitute Trustee or Co-Trustee at any time actively and properly serving hereunder. Such successor or substitute Trustee or Co-Trustee shall possess all the rights, powers and duties, authority and responsibility conferred upon the Individual Trustees originally named herein.

ARTICLE XII

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority, and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) To collect Trust property and accept or reject additions to the Trust Estate from a Settlor or any other person.

(2) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk, or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such

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property represents a material percentage of the total property of the Trust Estate or even the entirety thereof.

(3) To deposit assets of the Trust in accounts of all types, including margin accounts, in all types of regulated financial service institutions.

(4) To invest and reinvest all or any part of the Trust Estate or any Trust share created hereunder in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective, or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary, or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries. References to powers herein related to shares of stock shall include such powers over other types of securities, including interests in partnerships, limited liability companies, and other similar entities.

(5) To abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration.

(6) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate or any Trust share created hereunder, for cash or on credit, at public or private sale, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(7) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(8) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(9) To sell or exercise stock option, subscription, or conversion rights.

(10) To refrain from voting or to vote shares of stock which are a part of the Trust Estate or any Trust share created hereunder at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers, and privileges of an owner in respect to any securities constituting a part of the Trust Estate or Trust share.

(11) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a

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proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(12) To borrow money with or without security and to encumber, mortgage, or pledge any asset of the Trust Estate for a term within or extending beyond the term of the Trust, in connection with the exercise of any power vested in the Trustee. If money is borrowed from the Trustee, the Trustee may charge interest thereon at a prevailing rate. In no event shall any mortgagee be under any obligation to verify the proper application of the loaned proceeds.

(13) To pledge the Trust Estate and to cause this Trust to guarantee loans made by others to a beneficiary or any business owned by the Trust.

(14) To enter for any purpose into a lease as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without option to purchase or renew for a term within or extending beyond the term of the Trust.

(15) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate public or private easements to private or public use without consideration, including by way of example qualified conservation and façade easements.

(16) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, and to raze existing or erect new party walls or buildings.

(17) To continue and operate any business or other enterprise owned by the Settlor at the Settlor's death, whether an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable by shareholders, members, or property owners, without liability for loss resulting from the continuance or operation of the business except for its own bad faith, gross negligence, and/or willful misconduct; and to merge or otherwise change the form of business organization or contribute additional capital, close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

(18) To collect, receive, and issue receipt for rents, issues, profits, and income of the Trust Estate.

(19) To insure the assets of the Trust Estate against damage or loss and to insure the Trustee, the Trustee's agents, and beneficiaries against liability arising from the administration of the Trust.

(20) To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

(21) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(22) To compromise, extend, assign, adjust or give partial release from, arbitrate, sue on, discharge, foreclose, or otherwise defend, abandon, or decline to administer property of no value or of insufficient value to justify its collection or continued administration, or otherwise deal with and settle claims in favor of or against the Trust Estate or to prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect the Trust Estate and the Trustee in the performance of the Trustee's duties, as the Trustee shall deem best.

(23) To exercise elections with respect to federal, state, and local taxes.

(24) To employ and compensate agents, accountants, investment advisors, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, appraisers, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care. A Trustee may employ any firm with which the Trustee is affiliated to provide services for and on behalf of the Trust for the proper administration of the Trust.

(25) To appoint a Trustee to act in another jurisdiction with respect to the Trust Estate located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed.

(26) To determine what shall be fairly and equitably charged or credited to income and what to principal, including the power and authority in the exercise of its fiduciary responsibilities and in accordance with state law to credit realized capital gains to income and to charge income expenses to principal.

(27) To resolve a dispute concerning the interpretation of the Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution.

(28) To consolidate, hold, and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

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(29) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

(30) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(31) To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized Trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.

(32) To lend funds to the Settlor's general estate or to a beneficiary upon such terms and conditions as to interest rates, maturities, and security as the Settlor's personal representatives and the Trustee shall consider to be fair and reasonable under the circumstances, the fact that they may be the same in no way affecting the validity of this provision.

(33) To receive property bequeathed, devised, or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies, and other parties adding property to the Trust Estate.

(34) To combine assets of two (2) or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(35) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(36) For any Trust share being held hereunder, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, to divide such Trust share (a) with an inclusion ratio of neither one (1) nor zero (0) into two

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separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one (1) and the other to have an inclusion ratio of zero (0), or (b) into separate Trust shares for the benefit of one or more of the Trust beneficiaries, provided however, that (i) each beneficiary's interest in the resulting trusts (collectively) equals the beneficiary's interests in the original Trust share; (ii) the terms of each of the resulting trusts are the same as the terms of the original Trust, even though each permissible distributee of the original Trust is not a beneficiary of all of the resulting Trust shares, and (iii) such severance must neither shift the beneficial interest in the Trust to any beneficiary in a lower generation nor extend the time for vesting of any beneficial interest beyond the period provided for in the original Trust. The Trustee, in its sole discretion, may also create Trust shares to receive property with an inclusion ratio of either one (1) or zero (0), and if this cannot be done, refuse to accept property which does not have a matching inclusion ratio to the receiving Trust's ratio.

(37) If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Internal Revenue Code section 2631 or under similar future legislation in effect at the time of the Settlor's death, to any portion or all of any other trusts or bequests in the Settlor's Will or any other transfer in which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Internal Revenue Code section 2612, then in such other manner as the Trustee deems appropriate, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Internal Revenue Code to the extent the Settlor's Personal Representative deems in the best interest of the Settlor's estate.

ARTICLE XIII

Provision for Trustee to Act as Trustee for Beneficiary Under Age Thirty. Except as otherwise provided for herein, if any share hereunder becomes distributable to a beneficiary who has not attained the age of Thirty (30), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Thirty (30), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Thirty (30), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XIV

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who,

by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the medical care, education, support and maintenance in reasonable comfort of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support, and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XV

Trustee Authority Regarding Beneficiaries Receiving Certain Government Assistance. If the Trustee reasonably believes that a beneficiary is receiving (or may receive) governmental benefits under the Supplemental Security Income Act ("SSI"), 42 U.S.C. §§1381 et seq., Medicaid, 42 U.S.C. §§1396 et seq., or other federal or state means-tested government benefit programs, then the Trustee may, in the Trustee's sole discretion, withhold any distribution due under this Trust Agreement to or for such beneficiary and retain such distribution amount as a discretionary, non-support, spendthrift trust share for the benefit of such beneficiary. In the alternative, the Trustee may establish a separate third-party supplemental needs trust for such beneficiary with such terms as the Trustee shall deem appropriate. It is the Settlor's intent that any supplemental needs retained trust share or separate trust provide the maximum benefit to the beneficiary without the principal and/or income of the trust share or separate trust being available to the beneficiary for the determination of the beneficiary's continued eligibility to receive such governmental assistance programs. If any such trust share or separate trust is created for the life of a beneficiary, then upon the death of such beneficiary, the trust share or separate trust shall be distributed to the beneficiary's issue, if any, per stirpes, or if there are no such issue, to the Settlor's issue, per stirpes. If either such continuing share or a separate trust for the beneficiary cannot be established, then the Trustee may create a first-party supplemental needs trust for the beneficiary pursuant 42 U.S.C. §1396p(d)(4).

ARTICLE XVI

Trustee Authority Regarding Beneficiaries Under Addictive Conditions. If the Trustee reasonably believes that a beneficiary is suffering from an alcohol, drug, gambling, chemical, or other addictive or compulsive disorder, the Trustee may require that the beneficiary participate in rehabilitation and/or therapy programs in order to continue to receive payments of income or principal provided for under this Trust Agreement. The Trustee shall have the sole discretion to determine the nature and the extent of the rehabilitative programs and medical treatments designed to treat the addiction or disorder in order to receive benefits under this Trust Agreement. The Trustee may consult with counselors and treatment providers to develop and implement medical, custodial, and rehabilitative programs for the beneficiary. The Trustee may pay the expenses of such therapy or treatments from the beneficiary's share of this Trust.

ARTICLE XVII

Discretion in Trustee to Terminate Small Trust and Distribute to Income Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Trustee of One Hundred Thousand Dollars ($100,000.00) or less, the Trustee, in its absolute discretion if it

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determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XVIII

Definitions of Family. The following definitions shall be used to define the family:

(1) ***Definition of Children.*** For purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent. For purposes of this Trust, the anti-lapse statute shall not be applied as the Settlor has designated successor takers where it was the Settlor's intention to do so.

(2) ***Inclusion of Adopted Children.*** For purposes of this Trust, if a person has been legally adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

(3) ***Definition of Per Stirpes.*** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ARTICLE XIX

Definition of Words Relating to the Internal Revenue Code. As used herein, the words which from the context in which it or they are used referring to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Settlor's estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Settlor's death.

ARTICLE XX

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary. On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.

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ARTICLE XXI

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated, and governed by and in accordance with the laws of the State of South Carolina.

ARTICLE XXII

Spendthrift Provision. The trusts provided for beneficiaries herein are to be considered spendthrift trusts. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ARTICLE XXIII

Perpetuities Savings Clause. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of the trust beneficiaries hereunder, their issue, and any person or persons or their issue used to define the trust beneficiaries under this trust, living on the date of the Settlor's death (or when this Trust becomes irrevocable, if sooner), when the Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XXIV

Interroram Clause. The Settlor is aware that this Trust Agreement could be contested. If an individual chooses to contest this Trust Agreement without probable cause, then in accordance with SC Code of Laws Ann. 1976, Section 62-7-605, any distribution to such individual directed herein shall be forfeited. If however, such individual does have probable cause for instituting such proceedings to contest this Trust Agreement, then and in that event, the Settlor directs the Trustee to expend any and all such funds required to ensure that the directives contained herein are followed. Provided, however, the Trustee shall have the power and authority to resolve any contest by a settlement with said individual who makes a contest as long as the Trustee acts in a reasonable and proper manner after consultation with the attorney and/or the accountant for the Trust Estate; provided, further, the decision of the Trustee shall be final and dispositive of any contested issue, and the Trustee is authorized to consent to such settlement.

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Testimonium Clause. IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Trust Agreement.

WITNESSES:

W. Shealy

Mary D. Rogers

Wilson Shealy

WILSON SHEALY
SETTLOR AND TRUSTEE

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared the undersigned witness and made oath that ~~S~~he saw the within named Settlor and Trustee sign, seal and as their act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Mary D. Rogers

Sworn to before me this

2nd day of September, 2011.

W. Shealy

Notary Public for South Carolina

My Commission Expires: 02/24/2013

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SCHEDULE "A"

List of Assets

ONE ($1.00) DOLLAR

Wilson Shealy

WILSON SHEALY
SETTLOR AND TRUSTEE

ELECTRONICALLY FILED - 2021 Apr 07 3:13 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200633

STATE OF SOUTH CAROLINA)) COUNTY OF LEXINGTON)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr., Plaintiff, v. David Shealy, Defendants.	Civil Action No. 2018-CP-32-00913 **MOTION TO BE TO RELIEVED ASCOUNSEL**
David Shealy, Third-Party Plaintiff, v. Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy, Third-Party Defendants.	

YOU WILL PLEASE TAKE NOTICE that I, William P. Walker, Jr., Esquire, with the Walker Law, LLC. Law Firm will move before the Court on the tenth (10^{th}) day or soon thereafter as Counsel may be heard for the issuance of an Order to be Relieved as Counsel for the Defendant/Third Party Plaintiff, David Shealy, based upon the following facts:

The undersigned attorney desires to withdraw from representation of Defendant/Third Party Plaintiff, David Shealy on the grounds that he engaged attorney Walker monies agreed upon toward his retainer.

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This Motion is based upon the statutory law and common law of the State of South Carolina, the South Carolina Rules of Civil Procedure and such other matters as may be pout before the Court at said hearing.

THEREFORE, Attorney William P. Walker, Jr. asks this Court for an Order relieving him of counsel for the Defendant/Third Party Plaintiff, David Shealy.

I SO MOVE:

Respectfully Submitted,
s/ William P. Walker, Jr.
William P. Walker, Jr., Esquire
S.C. Bar No. 005796
WALKER & MORGAN, LLC
135 E. Main Street (29071)
Post Office Box 949
Lexington, South Carolina 29072
Telephone: (803) 359-6194
Facsimile: (803) 957-4584
Email: bw@walkermorgan.com

Attorney for Plaintiff

Lexington, South Carolina
April 7, 2021

ELECTRONICALLY FILED - 2020 Feb 25 4:28 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA)) COUNTY OF LEXINGTON)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr.,)) Plaintiff,)) v.)) David Shealy,)) Defendants.)	Civil Action No. 2018-CP-32-00913 **ANSWER TO AMENDED COUNTERCLAIMS** (Jury Trial Demanded)
David Shealy,)) Third-Party Plaintiff,)) v.)) Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy,)) Third-Party Defendants.)	

NOW COMES Wilson Shealy, Sr. ("Wilson"or the "Plaintiff"), hereby responds to the Amended Answer, Counterclaim (the "Counterclaims") and Third Party Complaint of David Shealy ("David" or the "Defendant"), as follows:

FOR A FIRST DEFENSE
(General Denial)

1. The Plaintiff denies all of the allegations of the Answer and Counterclaim unless otherwise specifically admitted herein.

2. Paragraphs 1 through 13 of the Counterclaims are allegedly responding to the allegations contained in the Complaint and therefore no response is necessary. To the extent a

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response is necessary, the Plaintiff incorporates the allegations contained in the Complaint and denies the allegations of the Counterclaim inconsistent therewith.

3. Paragraphs 14, 20, 23, 35, 40, and 48 of the Counterclaim and Third Party Complaint seek to incorporate other allegations, to the extent a response is necessary, the Plaintiff incorporates his responses to these other allegations in response.

4. The allegations of paragraphs 15, 16, 17, 18 and 19 contained in the second defense are denied.

5. The allegations of paragraphs 20 and 21 contained in the third defense are denied.

6. The allegations of paragraphs 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34 contained in the fourth defense are denied.

7. The allegations of paragraphs 36, 37, 38 (including all sub-parts), and 39 contained in the fifth defense are denied.

8. The allegations of paragraphs 41 and 42 contained in the sixth defense are denied.

9. The Plaintiff admits the allegation of paragraph 43.

10. The allegations of paragraphs 44, 45, 46, and 47 contained in the sixth defense are denied.

11. The allegations of paragraphs 49 and 50 contained in the seventh defense are denied.

12. The allegations of paragraph 51 are admitted.

13. The allegations of paragraphs 52, 53, 54, and 55 contained in the seventh defense are denied.

14. The allegations contained in the Defendant's prayer prayer for relief are denied.

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FOR A SECOND DEFENSE
(Abandonment)

15. The Plaintiff incorporates the prior allegations contained in this pleading as if stated verbatim.

16 . The Plaintiff specifically denies that the Defendant owns any of the personal property located on his property.

17. To the extent that the Defendant can show the ownership of any of the personal property, he abandoned this personal property long before this law suit was brought.

18. The Plaintiff would show that the Defendant trespassed on his property in July and stole personal property from the Plaintiff.

19. To the extent that any property remained after the Defendant's thefts, this Property has been abandoned by the Defendant.

FOR A SECOND DEFENSE
(Security Interest in Property)

20. The Plaintiff incorporates the prior allegations contained in this pleading as if stated verbatim.

21. Beginning in the early 1990s, the Defendant began requesting that the Plaintiff loan him money because he was out of work.

22. In fact, the Defendant does not appear to have worked since the 1990s, and has instead been living off of the loans from the Plaintiff and from the money that he stole from the Plaintiff.

23. To the extent that the Defendant has not paid back the money loaned to him by the Plaintiff, the Plaintiff has a security interest by possession in the personal property that the Defendant

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can show he purchased using his own money, not the money loaned to him by the Plaintiff or the money that he stole from the Plaintiff.

24. Thus, before the Defendant is entitled to any personal property, he must be required to pay back the loans and pay back the money that he stole.

FOR A THIRD DEFENSE
(Accounting for Funds in Joint Account)

25. The Plaintiff incorporates the prior allegations contained in this pleading as if stated verbatim.

26. The Defendant alleges a joint bank account.

27. Pursuant to South Carolina Code of Laws Section 62-6-201, the funds located in a joint account are the property of the person whose funds were deposited into the account.

28. The Plaintiff had no access to the joint account.

29. The Defendant established the joint account without the Plaintiff's consent.

30. The Defendant liquidated shares of stock owned by the Plaintiff and deposited these funds into the joint account.

31. Wherefore, the ownership of these funds remained with the Plaintiff, even though the funds were stolen by the Defendant and then deposited into a joint account.

32. Further, any asset purchased with the funds of the Plaintiff should belong to the Plaintiff and not the Defendant.

FOURTH AFFIRMATIVE DEFENSE
(Offset)

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33. Plaintiff alleges that he has suffered damage by reason of the Defendant's conduct; and that Plaintiff has the right of offset if any amount of money is owed to Defendant or due Defendant by way of damage.

FIFTH AFFIRMATIVE DEFENSE
(Waiver)

34. Plaintiff is informed and believes and on that information and belief alleges, that the Defendant was engaged in conduct that constitutes a waiver of Defendant's rights alleged in the counterclaims. By reason of that waiver, the Plaintiff is excused from further performance of any obligation under the alleged rights.

SIXTH AFFIRMATIVE DEFENSE
(Release)

35. Plaintiff alleges that the Defendant's actions constituted a full release and waiver by the Defendant of any and all claims which Defendant may have against the Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE
(Equitable Estoppel)

36. Plaintiff alleges that the Defendant, and each and every counterclaim contained in the Defendant’s counterclaim, is barred by reason of acts, omissions, representations and courses of conduct by the Defendant by which the Plaintiff was led to rely to his detriment, thereby barring, under the doctrine of equitable estoppel, any counterclaims asserted by the Defendant.

EIGHTH AFFIRMATIVE DEFENSE
(Failure to Mitigate)

37. Plaintiff is informed and believes and therefore alleges that the Defendant has failed to mitigate and lessen damages, if any it sustained, as required by law, and is barred from recovery by reason of same against the Plaintiff.

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NINETH AFFIRMATIVE DEFENSE
(Apportionment)

38. Plaintiff is informed and believes and therefore alleges that the matters complained of in the counterclaim were proximately caused, in whole or in part, by the acts or omissions of the Defendant or third party or parties. Accordingly, the liability of the responsible parties, named or unnamed, should be apportioned according to their respective degrees of fault or other legal responsibility, and the liability, if any, of the Plaintiff should be reduced accordingly.

WHEREFORE, the Plaintiff demands a jury and prays for judgment and other relief against the Defendant, as follows:

(a) Dismissal of the Counterclaims;

(b) those items included in the Complaint's Prayer for relief;

(c) For reasonable attorneys' fees; and

(d) For such other and further relief as is just and proper.

GLEISSNER LAW FIRM, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505

BY: s/Richard R. Gleissner
RICHARD R. GLEISSNER
SC Bar No.: 15139
Attorneys for the Plaintiff, Wilson Shealy, Sr.

Columbia, SC
February 25, 2020

ELECTRONICALLY FILED - 2020 Feb 25 9:42 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA COUNTY OF LEXINGTON Wilson Shealy, Sr., Plaintiff, vs. David Shealy, Defendant. David Shealy, Third-Party Plaintiff, vs. Renee Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy, Third-Party Defendants.	)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT CIVIL ACTION NO.: 2018-CP-32-00913 **REPLY OF THIRD-PARTY DEFENDANTS TO THIRD-PARTY PLAINTIFF'S COMPLAINT**

Third-Party Defendants Renee Shealy Wells ("RSW"), Wilson Shealy, Jr. ("WS, Jr.) and Mimi Shealy ("MS") (collectively RSW, WS, Jr. and MS are sometimes referred to as Third-Party Defendants), in response to Defendant and Third-Party Plaintiff David Shealy's Third-Party Complaint would respectfully show this Honorable Court as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER
(General Denial)

1. Each and every allegation of the Third-Party Complaint, not expressly admitted, qualified or explained herein, is expressly denied.

FOR A SECOND DEFENSE AND BY WAY OF ANSWER

2. Third-Party Defendants are under no obligation to reply to the Affirmative Defenses set forth in Defendant's Answer, but if such is required, such Affirmative Defenses are denied.

FOR A THIRD DEFENSE

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3. Paragraphs enumerated above are incorporated herein as if alleged and restated in full as well as the same with Wilson Shealy, Sr.'s answers and affirmative defenses to the Complaint.

4. The allegations of Paragraph 24 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required. By way of further response, the allegations of Paragraph 24 themselves are denied.

5. The allegations of Paragraph 25 of the Answer and Third-Party Complaint are denied. By way of further response, Third -Party Defendants deny that any conversion took place. Rather, any actions, if any, were taken to remove junk and other worthless items from the property after Third-Party Plaintiff refused to remove said items and/or pay rent to maintain and store them on Wilson Shealy, Sr.'s property. The items were also a dangerous nuisance.

6. The allegations of Paragraph 26 of the Answer and Third-Party Complaint are denied.

7. The allegations of Paragraph 27 of the Answer and Third-Party Complaint are denied.

8. The allegations of Paragraph 28 of the Answer and Third-Party Complaint are denied.

9. The allegations of Paragraph 29 of the Answer and Third-Party Complaint are denied. By way of further response, indemnity is not available as a remedy to Defendant due to the fact that Third-Party Defendants have no liability to the Plaintiff for which such equitable indemnity could be awarded.

10. The allegations of Paragraph 30 of the Answer and Third-Party Complaint are denied and strict proof thereof is demanded at the time of trial.

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11. The allegations of Paragraph 31 of the Answer and Third-Party Complaint are denied and strict proof thereof is demanded at the time of trial.

12. The allegations of Paragraph 32 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required.

13. The allegations of Paragraph 31 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required. By way of further response, the allegations themselves in Paragraph 31 are denied.

14. The allegations of Paragraph 32 of the Answer and Third-Party Complaint are denied.

15. Third-Party Defendants are unable to admit or deny the allegations of Paragraph 33 of the Answer and Third-Party Complaint with reference to the first part and strict proof is demanded at the time of trial and therefore they are denied. As to the second part, Third-Party Defendants deny that there has been any conversion or that Third-Party Plaintiff has been damaged.

16. As to Paragraph 34 of the Answer and Third-Party Complaint, Third-Party Defendants' responses incorporated herein as if alleged and restated in full as well as the same with Wilson Shealy, Sr.'s answers and affirmative defenses to the Complaint.

17. The allegations of Paragraph 35 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required.

18. The allegations of Paragraph 36 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required. By way of further response, the allegations of Paragraph 36 themselves are denied.

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19. The allegations of Paragraph 37 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required. By way of further response, the allegations of Paragraph 37 themselves are denied.

20. The allegations of Paragraph 38 and subparagraphs a-c of the Answer and Third-Party Complaint are denied.

21. The allegations of Paragraph 39 of the Answer and Third-Party Complaint are denied.

22. As to Paragraph 40 of the Answer and Third-Party Complaint, Third-Party Defendants' responses incorporated herein as if alleged and restated in full as well as the same with Wilson Shealy, Sr.'s answers and affirmative defenses to the Complaint.

23. The allegations of Paragraph 41 of the Answer and Third-Party Complaint are denied.

24. The allegations of Paragraph 42 of the Answer and Third-Party Complaint are denied.

25. The allegations of Paragraph 43 of the Answer and Third-Party Complaint are admitted.

26. Paragraph 44 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required.

27. Paragraph 45 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required.

28. The allegations of Paragraph 46 of the Answer and Third-Party Complaint are denied.

29. The allegations of Paragraph 47 of the Answer and Third-Party Complaint are denied.

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30. As to Paragraph 48 of the Answer and Third-Party Complaint, Third-Party Defendants' responses incorporated herein as if alleged and restated in full as well as the same with Wilson Shealy, Sr.'s answers and affirmative defenses to the Complaint.

31. Paragraph 49 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required.

32. Paragraph 50 of the Answer and Third-Party Complaint are denied.

33. The allegations of Paragraph 51 of the Answer and Third-Party Complaint are admitted.

34. Paragraph 52 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required.

35. The allegations of Paragraph 53 of the Answer and Third-Party Complaint are denied.

36. The allegations of Paragraph 54 of the Answer and Third-Party Complaint are denied.

37. The allegations of Paragraph 55 of the Answer and Third-Party Complaint are denied.

FOR A FOURTH DEFENSE

38. Third-Party Plaintiff's claims are barred by the doctrines of laches, waiver, unclean hands and *in pari delicto*.

FOR A FIFTH DEFENSE

39. Third-Party Plaintiff is unable to prove ownership and/or damages alleged to have happened to personal property which has not been properly identified in the Third-Party Complaint.

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FOR A SIXTH DEFENSE

40. Third-Party Plaintiff's claims must be dismissed because there is no derivative liability on the part of Third-Party Defendants to the Plaintiff for which equitable indemnity is sought.

FOR A SEVENTH DEFENSE

41. Third-Party Plaintiff's negligence claim must be dismissed as a matter of law because no duty was owed by Third-Party Defendants to Third-Party Plaintiff.

FOR AN EIGHTH DEFENSE

42. Third-Party Plaintiff's claim of breach of fiduciary duty against Third-Party Defendants must be dismissed as a matter of law as there has been no reposing of trust and confidence by Third-Party Plaintiff to Third-Party Defendants and Third-Party Defendants never agreed to accept such reposed trust and confidence from Third-Party Plaintiff for anything, let alone the unidentified personal property which is alleged as part of the Third-Party Complaint to have existed on the property in question.

FOR A NINTH DEFENSE

43. Third-Party Defendants intend to rely upon such other and affirmative defenses or claims which may become apparent throughout the course of discovery in this matter or later and will timely seek to assert and such defenses and/or claims.

WHEREFORE, having fully answered Third-Party Plaintiff's Complaint, Third-Party Defendants pray for the following relief:

A. For the dismissal of Third-Party Plaintiff's Complaint as a matter of law;

B. For an Order granting Third-Party Defendants their attorney's fees and costs; and

C. For such other and further relief as this Honorable Court deems just and proper.

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BLAND RICHTER, LLP
Attorneys for Third-Party Defendants Renee Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy

s/Eric S. Bland
Eric S. Bland, Esquire (SC Bar No. 64132)
1500 Calhoun Street
Post Office Box 72
Columbia, South Carolina 29202
803.256.9664 (telephone)
803.256.3056 (facsimile)
ericbland@blandrichter.com (e-mail)

Ronald L. Richter, Jr., Esquire (SC Bar No. 66377)
Scott M. Mongillo, Esquire (SC Bar No. 16574)
Peoples Building
18 Broad Street, Mezzanine
Charleston, South Carolina 29401
843.573.9900 (telephone)
843.573.0200 (facsimile)
ronnie@blandrichter.com (e-mail)
scott@blandrichter.com (e-mail)

Columbia, South Carolina

February 25, 2020

ELECTRONICALLY FILED - 2020 Feb 19 8:58 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL DISTRICT
	)	
	)	
Wilson Shealy, Sr.,	)	C/A No.: 2018-CP-32-00913
	)	
Plaintiff,	)	
v.	)	**DEFENDANT'S AMENDED ANSWER, COUNTERCLAIM, AND THIRD PARTY COMPLAINT**
	)	
	)	
	)	
	)	
David Shealy,	)	
Defendant.	)	
	)	
_____	)	
	)	
David Shealy,	)	
Third Party Plaintiff,	)	
v.	)	
	)	
Wilson Shealy, Jr., Rene Shealy Wells, and Mimi Shealy	)	
	)	
Third Party Defendants.	)	
_____	)	

The Defendant and Third-Party Plaintiff, above-named, in Answer to the Complaint, by way of Answer and Counterclaim thereto and by Third-Party Complaint against the Third Party Defendants, would respectfully show unto the Court as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Complaint not hereinafter specifically admitted, qualified, or explained is denied and strict proof demanded thereof.
2. Defendant admits the allegations in paragraph 1 of the Plaintiff's Complaint.

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3. Defendant denies the allegations in paragraph 2 of the Plaintiff's Complaint due to lack of sufficient information to respond.
4. As to the allegations in paragraph 3 of the Plaintiff's Complaint, Defendant admits that the Plaintiff resides in Lexington County on several acres of property on Lake Murray. Defendant denies that this property is "Wilson's Property."
5. Defendant denies the allegation in paragraph 4 of the Plaintiff's complaint in so much as there was never a "special trust" set up between the Plaintiff and the Defendant.
6. Defendant further avers to all allegations that he lived with, cared for and otherwise took personal and loving care of his elderly father, the Plaintiff, for the vast majority of his adult life. Defendant admits he lives in Lexington County, South Carolina.
7. Defendant admits the allegations in paragraphs 5-7 of the Plaintiff's Complaint.
8. Defendant denies the allegations in paragraph 8 of the Plaintiff's Complaint. Defendant would deny the allegations in Paragraph 8 of the Plaintiff's Complaint, in that there was a "thriving airplane repair business", as neither Plaintiff nor the Defendant were certified airplane mechanics.
9. Defendant would deny the allegations set forth in Paragraph 9 of the Plaintiff's Complaint, as there was never a "special trust" as to the Defendant's relationship with the Plaintiff other than one between father and son.
10. Defendant denies to the allegations set forth in Paragraph 10 of the Plaintiff's Complaint in so much as there was never a "special trust" that the Defendant is aware of, but will admit to being there for his father as he was aging when the Defendant's brother and sisters were nowhere to be found.

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11. Defendant denies the Allegations set forth in paragraph 12 of the Plaintiff's Complaint in so much as the Defendant also, stored virtually all of his personal property on the Plaintiff's land and that all property is not "Wilson's Personal Property" as a significant portion is his by virtue of his Submission of Claimed Property (Attached Exhibit A) and other property that has not been listed.
12. Defendant admits to the allegations in paragraph 13 of the Plaintiff's Complaint.
13. Defendant denies the allegations in paragraphs 14-43 of the Plaintiff's Complaint to the extent any of these paragraphs in any manner may be construed as alleging any wrongdoing, improper acts, or breach of any duty of any liability whatsoever on the part of the Defendant, they are denied and strict proof is demanded thereof.

FOR A SECOND DEFENSE

(Delegation of Duties)

14. Defendant repeats and realleges the above paragraphs as if set forth verbatim herein.
15. No fiduciary relationship existed between Plaintiff and Defendant.
16. David was the only child of Plaintiff who regularly visited, spent the night and checked on his father.
17. There were no proceeds from Eagle Construction and Defendant demands strict proof thereof.
18. Both Plaintiff and Defendant had equal access to the joint bank account. The funds in the accounts were commingled as David made personal deposits into that account. Both Plaintiff and Defendant used the account for personal expenses.
19. Further meaning, if a fiduciary duty did exist, Defendant did not breach this duty and was following the delegations made to him by Plaintiff.

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FOR A THIRD DEFENSE

(Consent/Ratification of Plaintiff)

20. The Defendant repeats and realleges the above paragraphs as if set forth verbatim herein.

21. Plaintiff and David never had an agreement for David to pay Plaintiff for any storage fees. Plaintiff had allowed David to store his items on the land without reservation and never made any mention to David that he did not want his items there or that he wished for him to pay a fee.

22. Plaintiff consented to David storing his personal property on the residence of Plaintiff.

FOR A FOURTH DEFENSE BY WAY OF COUNTERCLAIM AND CROSSCLAIM

(Conversion)

23. The Defendant/Third-Party Plaintiffs Answer and Counterclaim and Third-Party Complaint, restates each and every allegation above is reiterated and incorporated herein by reference.

24. That the Third-Party Defendants, Wilson Shealy, Wilson Shealy, Jr., Mimi Shealy and Renee Shealy Wells have taken, removed, damaged or destroyed Defendant, David Shealy's property that was lawfully being stored on his father's property where he lived. The list of items that they took includes numerous pieces of equipment, automobiles and other such items that have been stored there for years by the Defendant/Third-Party Plaintiff with the consent for the Plaintiff.

25. Third-Party Defendants and the Plaintiff did not have any right whatsoever to remove and destroy any of his property that was on the premises. Plaintiff and Third-Party Defendants therefore converted it to their own use and Defendant/Third-Party Plaintiff is

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entitled to damages for his loss and conversion of his property. Third-Party Plaintiff is entitled to monetary damages for same.

26. Plaintiff and Third-Party Defendants converted these funds for their own personal use and benefit.
27. Plaintiff and Third-Party Defendant has refused to reimburse David for the cost of destroying and converting his property.
28. Due to the familial relationship between the parties neither the Plaintiff nor the Third-Party Defendants have any right, title or interest to anything that the Defendant/Third-Party Plaintiff owns which should be determined by the court in an equitable manner.
29. Plaintiff is entitled to damages directly caused by the acts of the Third-Party Defendants and by the Plaintiff in taking, removing, destroying and otherwise absconding with his property and/or its proceeds of any sale. Defendant/Third-Party Plaintiff is entitled to be equitably indemnified by the Plaintiff and the Third-Party Defendants for damages, costs, expenses and attorney fees as allowed by law.
30. Since the beginning of this litigation, Plaintiff and Third-Party Defendants have sold and destroyed a significant amount of Defendant, David Shealy's personal property.
31. Many of the items that are being destroyed are titled property of the Defendant/Third-Party Plaintiff.
32. Plaintiff and Third-Party Defendants converted property and funds that were rightfully the property of Defendant/Third-Party Plaintiff.
33. Plaintiff and/or Third-Party Defendants converted these funds to its own personal use and benefit.

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34. Wherefore, by prior conduct and acquiescence in an arrangement between father and son, as a direct and proximate result of Plaintiff's conversion, David has been damaged in an amount to be shown in trial.

FOR A FIFTH DEFENSE BY WAY OF COUNTERCLAIM AND CROSSCLAIM

(Civil Conspiracy)

35. Defendant/Third-Party Plaintiff repeats and realleges the above paragraphs as if set forth verbatim herein.
36. That there was a combined effort between the Third-Party Defendants and Plaintiff.
37. For the purpose of causing financial injury to the Defendant/Third-Party Plaintiff.
38. Which caused the Defendant/Third-Party Plaintiff special damages in the following:
    a. Plaintiff and Third-Party Defendants precluded Defendant/Third-Party Plaintiff from the use, enjoyment, and benefit of the personal property in question.
    b. By precluding Defendant/Third-Party Plaintiff the opportunity to sell the personal property for funds.
    c. Precluding Defendant/Third-Party Plaintiff the opportunity to liquidate property rightfully and lawfully owned by him so that he may pay off any debt that he may be in arrears with.
39. Wherefore, Defendant/Third-Party Plaintiff has been specially damaged by the above-mentioned actions by Plaintiff and Third-Party Defendants in an amount to be shown in Trial.

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FOR A SIXTH DEFENSE BY WAY OF COUNTERCLAIM AND CROSSCLAIM

(Breach of Fiduciary Duty)

40. Defendant/Third-Party Plaintiff repeats and realleges the above paragraphs as if set forth verbatim herein.
41. That a gratuitous and constructive bailment was created between Plaintiff and Defendant in the personal property stored on Plaintiff's land.
42. That Plaintiff had an obligation to keep the personal property safe and redeliver it to Defendant.
43. On or about June, 30, 2011 Plaintiff granted Third-Party Defendant Wilson Shealy Jr. a General Durable Power of Attorney.
44. That in the state of South Carolina the holder of a power of attorney steps into the shoes of the grantor and is basically the "alter ego" of the grantor.
45. As such, Third-Party Defendant Wilson Shealy Jr. had a fiduciary duty to ensure that the personal property located on Plaintiff's land was safe and redelivered to Third-Party Plaintiff.
46. That both Plaintiff and Third-Party Defendant Wilson Shealy Jr. breached their duty to ensure that the personal property of Defendant/Third-Party Plaintiff was kept safe and redelivered to Defendant/Third-Party Plaintiff when the property was destroyed, sold, or removed from Plaintiff's land.
47. That this resulted in damages to Defendant/Third-Party Plaintiff in the loss of the property or its equivalent value.

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FOR A SEVENTH DEFENSE BY WAY OF COUNTERCLAIM AND CROSSCLAIM

(Negligence)

48. Defendant/Third-Party Plaintiff repeats and realleges the above paragraphs as if set forth verbatim herein.
49. That a gratuitous and constructive bailment was created between Plaintiff and Defendant in the personal property stored on Plaintiff's land.
50. That Plaintiff had an obligation to keep the personal property safe and redeliver it to Defendant.
51. On or about June, 30, 2011 Plaintiff granted Third-Party Defendant Wilson Shealy Jr. a General Durable Power of Attorney.
52. That in the state of South Carolina the holder of a power of attorney steps into the shoes of the grantor and is basically the "alter ego" of the grantor.
53. As such, Third-Party Defendant Wilson Shealy Jr. had a duty to ensure that the personal property located on Plaintiff's land was safe and redelivered to Third-Party Plaintiff.
54. That, through their negligence, both Plaintiff and Third-Party Defendant Wilson Shealy Jr. breached their duty to ensure that the personal property of Defendant/Third-Party Plaintiff was kept safe and redelivered to Defendant/Third-Party Plaintiff when the property was destroyed, sold, or removed from Plaintiff's land.
55. That this resulted in damages to Defendant/Third-Party Plaintiff in the loss of the property or its equivalent value.

WHEREFORE, having fully answered the complaint interposed the foregoing Counterclaim and Crossclaim thereto and asserted the Third-Party Complaint Defendant prays as follows:

a. That the Complaint be dismissed, with costs assessed to the Defendant/Third-Party Plaintiff;

b. For a monetary judgment against the Plaintiff and Third-Party Defendants on the basis of the claims for both damages and special damages hereinabove in an amount to be determined by the trier of fact;

c. For a monetary judgment against Third-Party Defendants on the basis of the Third-Party Complaint for both damages and special damages hereinabove in an amount to be determined by the trier of fact, and;

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

Respectfully submitted this 19th day of February 2020.

s/William P. Walker, Jr.
WILLIAM P. WALKER, JR.
SC Bar No.: 5796
WALKER MORGAN, LLC
Post Office Box 949
Lexington, South Carolina 29072
803-359-6194
bw@walkermorgan.com

Attorneys for the Defendant

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ELECTRONICALLY FILED - 2019 Oct 25 2:31 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
Wilson Shealy, Sr.,	)	Civil Action No. 2018-CP-32-00913
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
David Shealy,	)	MOTION TO LIFT AND/OR MODIFY
	)	TEMPORARY MUTUAL RESTRAINING
	)	ORDER
Defendants.	)	
_____	)	
	)	
David Shealy,	)	
	)	
Third-Party Plaintiff,	)	
	)	
v.	)	
	)	
Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy,	)	
	)	
Third-Party Defendants.	)	
_____	)	

To the Honorable James O. Spence, Master-In-Equity for Lexington County.

This matter was heard before the Court on October 23, 2019 by the Honorable William A. McKinnon.

Defendant David Shealy recently made a Motion to have an inventory of the property located on the land of the Plaintiff located at 1425 Frank Shealy Road, Leesville, South Carolina.

The presiding Judge was the Honorable William A. McKinnon, Circuit Court Judge for Lexington County. The Court indicated that he could not lift another judge's restraining order.

The matter is up for trial in November 11, 2019. The Defendant is in need of an inventory to determine what on this property is the Plaintiff's is and what is that of the Defendant.

Therefore, pursuant to the appropriate rules of the South Carolina Rules of Civil Procedure and with the Court having inherent power over its own Temporary Mutual Restraining Order, moves the Court for the appropriate order allowing the restraining order (Exhibit A) to be lifted and/or modified for the sole purpose of allowing the Defendant David Shealy access to the property in some supervised fashion for purposes of performing an inventory. A copy of the Temporary Mutual Restraining Order, dated July 23, 2018, issued by Judge Spence is affixed hereto.

Respectfully Submitted.

WALKER MORGAN, LLC

/William P. Walker, Jr.
William P. Walker, Jr., Esquire #5796
Post Office Box 949
Lexington, South Carolina 29071
Telephone: (803) 359-6194
Facsimile: (803) 957-4584
bw@walkermorgan.com
Attorneys for the Defendant and Third Party Plaintiff

Lexington, South Carolina
October 25, 2019

ELECTRONICALLY FILED - 2019 Oct 25 2:31 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2019 Sep 09 3:05 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LEXINGTON)	CASE NO.: 2018-CP-32-00913
)	
Wilson Shealy, Sr.,)	
)	
Plaintiff,)	
)	**MOTION TO ALLOW AN INDEPENDENT INVENTORY AND ACCOUNTING CONDUCTED VIA VIDEO**
vs.)	
)	
David Shealy,)	
)	
Defendant.)	
)	
David Shealy,)	
)	
Third-Party Plaintiff)	
)	
vs.)	
)	
Renee Shealy Wels, Wilson Shealy, Jr., and Meme Shealy,)	
)	
Third-Party Defendants)	
_____)	

TO: THE HONORABLE ALISON LEE, RICHARD R. GLEISSNER, ATTONERY FOR THE PLAINTIFF and ERIC BLAND ATTORNEY FOR THIRD PARTY DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that the Defendant, David Shealy (hereinafter "Defendant"), by and through his undersigned attorney, will move before The Honorable Alison Lee, Chief Administrative Judge for Lexington County Circuit Court on the tenth (10th) day after service hereof or any Judge who handles Non-jury cases in the Eleventh Circuit, or at such other time and place as is convenient to the Court, pursuant to the South Carolina Rules of Civil Procedure, for an Order allowing the Defendant's Motion To Allow an Independent Inventory Conducted Via Video.

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This action was instigated by a lawsuit filed on behalf of Wilson Shealy, Sr. against the Defendant David Shealy, his son. The Defendant, David Shealy filed an Answer and Counterclaim joining as to the lawsuit, his siblings, Renee Shealy Wells, Wilson Shealy Jr., and Mimi Shealy.

The case was originally began in the Master-In-Equity Court and heard by the Honorable James O. Spence. As a consequence of the hearings before Judge Spence, and at request of counsel, a mutual restraining order was entered against the parties.

The Defendant/Third Party Plaintiff, David Shealy has been living at this location on or off for twenty (20) years, taking care of his father and other duties around the house and the property. He has a large amount of personal property on the premises.

Prior to the instigation of the lawsuit by the Plaintiff, Wilson Shealy, the Defendant/Third Party Plaintiff's siblings and Third Party Defendants, removed, destroyed, and took off the premises, property belonging to him, including cars and other vehicles that he had stored behind his father's house, according to his father, Wilson Shealy, Sr. There is still a large amount of remaining property that belongs to him. He has been prevented from doing an inventory because of the restraining order of Judge Spence.

He now moves the court for an independent inspection by a proper individual to provide an inventory of each and every item that is on the property that belongs to any of the parties, including Mr. Wilson Shealy, Sr. and any of the other parties including David Shealy.

Without this, the parties will never know exactly what is in the various containers that are on the property, and in anticipation of the motion being heard by the Court, we attached a copy of an aerial photograph of the scene showing the myriad location of various pieces of property

that belong to either Mr. Wilson Shealy, Sr. or David Shealy. These properties have not been inventoried and claims by Plaintiff involve identification of these items. (Attached Exhibit A).

In addition thereto, there is other property that has been removed from the location address 1425 Frank Shealy Road, Leesville, South Carolina by the defendants, Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy.

Without a full and complete inventory and accounting as to exactly what is the personal property in dispute, neither the Court, a jury, or any of the parties will ever know value of what is remaining and the items located there now.

In the interest of full disclosure and equity, the defendant, David Shealy, respectfully requests the court appoint an independent inventory and accounting specialist to inspect and verify precisely what is the property that may or may not be the property of any of the litigants and to be done by video tape with any and all parties present that the Court will allow.

This Motion will be based upon the testimony of the Defendant and his information and his belief that his siblings, prior to this lawsuit, were destroying and/or selling the Defendant's property to third parties and to scrap metal vendors and other evidence and other authority that will be presented to the court at the time of the hearing on this motion and other relief that is due

ELECTRONICALLY FILED - 2019 Sep 09 3:05 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

him under various provisions of South Carolina Law.

Respectfully Submitted,

s/William P. Walker, Jr.
William P. Walker, Jr. SC Bar No. 5796
WALKER MORGAN, LLC
135 East Main Street
Post Office Box 949
Lexington, South Carolina 29071
Phone: (803) 359-6194
Fax: (803) 957-4584
bw@walkermorgan.com

Attorneys for Defendant

Lexington, South Carolina
September 9, 2019

ELECTRONICALLY FILED - 2019 Sep 09 3:05 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

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List of Property by the Map

1) 30 foot long flat semi trailer with a truck bed off of a 6x6 army truck.

2) 45 foot long Conex box with airplane parts

3) 50 foot long steel bar joists.

4) pile of 6" steel "I" beams about 8 feet long.

5) Steel life boat built in 1959. Also an aluminum Tracker boat.

6) There are four 45 foot long Conex boxes and a semi trailer. Everything in the semi trailer is mine. Most of what is in the Conex boxes are mine, not everything.

7) There are 3 truck boxes here with contents. Also 2 pallets that are "Steel Master" buildings.

8) There is a Volvo box truck with content. A 28' long enclosed semi trailer with content. Concrete blocks that go to a tower. Four more pieces to the tower that is standing and another 80' tower. Large piece of granite. Large piece of thick plate steel.

9) Steel 300 gallon tank with 280 gallons 100 LL airplane gas in it.

10) 3 UD trucks

11) Small metal building with content. International delivery van. Five old truck boxes with content. FL 70 Freightliner cab and chaise.

12) Chevrolet school bus and a 500 gallon aluminum oval military tank with kerosene in it , sitting on a 4 wheel trailer.

13) This is the "warehouse". I have some things in it, from car parts to childhood toys.

14) This is where my cars were crushed.

Exhibit A

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15) I think there are 6 cars still here and a 1988 Shadow boat.

16) There are 7 parts car here. 1974 VW Bug, Karman Ghai, 2 dr Jag, 944 Porsche , 1988 SS Camaro, 1989 Mazda MX 6, S-10 Blazed.

17) A VW bus transaxle and a Sears garden tractor.

18) I have shop items under this shed. The Conex box next to it has a pair of old cast iron table legs that was stolen from me years ago by my brother. I just them found out that he had them.

19) 6 propane tanks

20) Old truck box and content.

21) Personal belongings in the house. The garage is full of all kind of hand tools, tool boxes, 1994 Honda 900RR motorcycle

22) 100 foot tall mobile cell phone tower and concrete base with 3 tie downs.

23) This is the "little barn". Inside of the barn is full of shop stuff and a Mazda MX 6 under the shed.

24) 1970 SS El Camino

25) An A/C unit off the front of a semi trailer. 1988 Caddy. 2002 S-10 2 dr Balzer. 1500 gallon plastic water tank. Hi Ranger bucket truck body with a 37' reach. 12'x24' white wooden storage building with a red roof and content. Old chicken house.

26) U-haul truck with content. Old Pontiac Bonneville wrecked in the front.

27) Ten I-beams 38' long. 200' more of heavy I-beams that are for over head crane track (4 pieces)

28) Cumming 855 cubic inch /14 liter diesel engine that has recently been moved.

29) Fiat track hoe

30) Two 40' Conex boxes with the sides cut out to make 1 building

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31) Channel iron

32) 2 pieces of granite

33) Truck box off of my FL 70 Freightliner. I have six 2400 oxygen bottles , 2 carbon dioxide , and 2 or 3 acetylene bottles. I also have a tire truing machine, a barber chair and a cabinet in the old grain bin next to it.

34) This is the hanger. I have some things in here but not a lot.

35) Single axel black boat trailer. Several pieces on steel leaning against an old rail road tank. A pair of table legs white.

36) Last known location of my Cat 416 back hoe

37) This is three 45 foot Conex boxes. The content in these I own.

38) There is a Pontiac G6, a 2002 SS Camaro, 2007 Chevrolet dully truck bed, some warehouse racks and other items. One thing that is missing from here is a 1943 US Marine "level table".

39) Here is a 1987 KW mobile home mover, old Town Car, a CareTree tree spade.

40) 1983 black Chevrolet S-10 Blazer.

41) Old tan Mercedes and old green Caddy

42) 8 aluminum semi wheels are missing

43) John Deere track loader

44) old band saw

45) An air compressor with a 120 gallon tank. SS wash tank.

46) My 165 Massy Ferguson tractor. Also, 4 Nissan aluminum rims are gone.

47) Old brown 300D Mercedes. In front of the hanger is my air compressor from my shop in Lexington.

48) Two old cast iron grills are gone.

49) These two S-10 Blazers are gone

50) Volvo crane truck.

51) Old truck box and content

52) Chevrolet Impala is gone

53) This is the "big barn". I have an airplane engine on the mount with the propeller. 2 wings for one of my Stinson V77 Gullwing. A Piper J-4 fuselage and original instruments with aluminum wheel pants. My mini bike frame is in the top.

54) This is where my large grill was that I finished building on November 16th 2001. They have moved it with my back hoe. It weighs around 1500 lbs.

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ELECTRONICALLY FILED - 2018 Oct 29 2:37 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA)) COUNTY OF LEXINGTON)	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr.,)) Plaintiff,)) v.)) David Shealy,)) Defendants.)	Civil Action No. 2018-CP-32-00913 **ANSWER TO COUNTERCLAIMS** (Jury Trial Demanded)
David Shealy,)) Third-Party Plaintiff,)) v.)) Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy,)) Third-Party Defendants.)	

NOW COMES Wilson Shealy, Sr. ("Wilson"or the "Plaintiff"), hereby responds to the Answer and Counterclaims (the "Counterclaims") of David Shealy ("David" or the "Defendant"), as follows:

FOR A FIRST DEFENSE
(General Denial)

1. The Plaintiff denies all of the allegations of the Answer and Counterclaim unless otherwise specifically admitted herein.

2. Paragraphs 1 through 13 of the Counterclaims are allegedly responding to the allegations contained in the Complaint and therefore no response is necessary. To the extent a

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response is necessary, the Plaintiff incorporates the allegations contained in the Complaint and denies the allegations of the Counterclaim inconsistent therewith.

3. Paragraphs 14 and 22 of the Counterclaims seek to incorporate other allegations, to the extent a response is necessary, the Plaintiff incorporates his responses to these other allegations in response.

4. The allegations of paragraphs 15, 16, 17, 18 and 19 contained in the second defense are denied.

5. The allegations of paragraphs 20 and 21 contained in the third defense are denied.

6. Paragraphs 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and the allegations contained in the Defendants prayer for relief are denied.

FOR A SECOND DEFENSE
(Abandonment)

7. The Plaintiff incorporates the prior allegations contained in this pleading as if stated verbatim.

8. The Plaintiff specifically denies that the Defendant owns any of the personal property located on his property.

9. To the extent that the Defendant can show the ownership of any of the personal property, he abandoned this personal property long before this law suit was brought.

10. The Plaintiff would show that the Defendant trespassed on his property in July and stole personal property from the Plaintiff.

11. To the extent that any property remained after the Defendant's thefts, this Property has been abandoned by the Defendant.

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FOR A SECOND DEFENSE
(Security Interest in Property)

12. The Plaintiff incorporates the prior allegations contained in this pleading as if stated verbatim.

13. Beginning in the early 2000s, the Defendant began requesting that the Plaintiff loan him money because he was out of work.

14. In fact, the Defendant does not appear to have worked since the early 2000s, and has instead been living off of the loans from the Plaintiff and from the money that he stole from the Plaintiff.

15. To the extent that the Defendant has not paid back the money loaned to him by the Plaintiff, the Plaintiff has a security interest by possession in the personal property that the Defendant can show he purchased using his own money, not the money loaned to him by the Plaintiff or the money that he stole from the Plaintiff.

16. Thus, before the Defendant is entitled to any personal property, he must be required to pay back the loans and pay back the money that he stole.

FOR A THIRD DEFENSE
(Accounting for Funds in Joint Account)

17. The Plaintiff incorporates the prior allegations contained in this pleading as if stated verbatim.

18. The Defendant alleges a joint bank account.

19. Pursuant to South Carolina Code of Laws Section 62-6-201, the funds located in a joint account are the property of the person whose funds were deposited into the account.

20. The Plaintiff had no access to the joint account.

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21. The Defendant established the joint account without the Plaintiff's consent.

22. The Defendant liquidated shares of stock owned by the Plaintiff and deposited these funds into the joint account.

23. Wherefore, the ownership of these funds remained with the Plaintiff, even though the funds were stolen by the Defendant and then deposited into a joint account.

24. Further, any asset purchased with the funds of the Plaintiff should belong to the Plaintiff and not the Defendant.

FOURTH AFFIRMATIVE DEFENSE
(Offset)

25. Plaintiff alleges that he has suffered damage by reason of the Defendant's conduct; and that Plaintiff has the right of offset if any amount of money is owed to Defendant or due Defendant by way of damage.

FIFTH AFFIRMATIVE DEFENSE
(Waiver)

26. Plaintiff is informed and believes and on that information and belief alleges, that the Defendant was engaged in conduct that constitutes a waiver of Defendant's rights alleged in the counterclaim. By reason of that waiver, the Plaintiff is excused from performance of any obligation under the alleged rights.

SIXTH AFFIRMATIVE DEFENSE
(Release)

27. Plaintiff alleges that the Defendant's actions constituted a full release and waiver by the Defendant of any and all claims which Defendant may have against the Plaintiff.

SEVENTH AFFIRMATIVE DEFENSE
(Equitable Estoppel)

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28. Plaintiff alleges that the Defendant, and each and every counterclaim contained in the Defendant's counterclaim, is barred by reason of acts, omissions, representations and courses of conduct by the Defendant by which the Plaintiff was led to rely to his detriment, thereby barring, under the doctrine of equitable estoppel, any counterclaims asserted by the Defendant.

EIGHTH AFFIRMATIVE DEFENSE
(Failure to Mitigate)

29. Plaintiff is informed and believes and therefore alleges that the Defendant has failed to mitigate and lessen damages, if any it sustained, as required by law, and is barred from recovery by reason of same against the Plaintiff.

NINETH AFFIRMATIVE DEFENSE
(Apportionment)

30. Plaintiff is informed and believes and therefore alleges that the matters complained of in the counterclaim were proximately caused, in whole or in part, by the acts or omissions of the Defendant or third party or parties. Accordingly, the liability of the responsible parties, named or unnamed, should be apportioned according to their respective degrees of fault or other legal responsibility, and the liability, if any, of the Plaintiff should be reduced accordingly.

WHEREFORE, the Plaintiff demands a jury and prays for judgment and other relief against the Defendant, as follows:

(a) Dismissal of the Counterclaims;

(b) those items included in the Complaint's Prayer for relief;

(c) For reasonable attorneys' fees; and

(d) For such other and further relief as is just and proper.

GLEISSNER LAW FIRM, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505

BY: s/Richard R. Gleissner
RICHARD R. GLEISSNER
SC Bar No.: 15139
Attorneys for the Plaintiff, Wilson Shealy, Sr.

Columbia, SC
October 29, 2018

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ELECTRONICALLY FILED - 2018 Oct 23 3:53 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
Wilson Shealy, Sr., Plaintiff, vs. David Shealy, Defendant. David Shealy, Third-Party Plaintiff, vs. Renee Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy, Third-Party Defendants.	)	CIVIL ACTION NO.: 2018-CP-32-00913 **REPLY OF THIRD-PARTY DEFENDANTS TO THIRD-PARTY PLAINTIFF'S COMPLAINT**

Third-Party Defendants Renee Shealy Wells ("RSW"), Wilson Shealy, Jr. ("WS, Jr.) and Mimi Shealy ("MS")(collectively RSW, WS, Jr. and MS are sometimes referred to as Third-Party Defendants), in response to Defendant and Third-Party Plaintiff David Shealy's Third-Party Complaint would respectfully show this Honorable Court as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER
(General Denial)

1. Each and every allegation of the Third-Party Complaint, not expressly admitted, qualified or explained herein, is expressly denied.

FOR A SECOND DEFENSE AND BY WAY OF ANSWER

2. Third-Party Defendants are under no obligation to reply to the Affirmative Defenses set forth in Defendant's Answer, but if such is required, such Affirmative Defenses are denied.

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FOR A THIRD DEFENSE

3. Paragraphs enumerated above are incorporated herein as if alleged and restated in full as well as the same with Wilson Shealy, Sr.'s answers and affirmative defenses to the Complaint.

4. The allegations of Paragraph 23 of the Answer and Third-Party Complaint are denied.

5. The allegations of Paragraph 24 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required. By way of further response, the allegations of Paragraph 24 themselves are denied.

6. The allegations of Paragraph 25 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required. By way of further response, the allegations of Paragraph 25 themselves are denied.

7. The allegations of Paragraph 26 of the Answer and Third-Party Complaint are denied. By way of further response, Third -Party Defendants deny that any conversion took place. Rather, any actions, if any, were taken to remove junk and other worthless items from the property after Third-Party Plaintiff refused to remove said items and/or pay rent to maintain and store them on Wilson Shealy, Sr.'s property. The items were also a dangerous nuisance.

8. The allegations of Paragraph 27 of the Answer and Third-Party Complaint are denied.

9. The allegations of Paragraph 28 of the Answer and Third-Party Complaint are denied. By way of further response, indemnity is not available as a remedy to Defendant due to the fact that Third-Party Defendants have no liability to the Plaintiff for which such equitable indemnity could be awarded.

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10. The allegations of Paragraph 29 of the Answer and Third-Party Complaint are denied and strict proof thereof is demanded at the time of trial.

11. The allegations of Paragraph 30 of the Answer and Third-Party Complaint are denied and strict proof thereof is demanded at the time of trial.

12. The allegations of Paragraph 30 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required.

13. The allegations of Paragraph 31 of the Answer and Third-Party Complaint are denied as conclusions of law for which no response is required. By way of further response, the allegations themselves in Paragraph 31 are denied.

14. The allegations of Paragraph 32 of the Answer and Third-Party Complaint are denied.

15. Third-Party Defendants are unable to admit or deny the allegations of Paragraph 33 of the Answer and Third-Party Complaint with reference to the first part and strict proof is demanded at the time of trial and therefore they are denied. As to the second part, Third-Party Defendants deny that there has been any conversion or that Third-Party Plaintiff has been damaged

FOR A FOURTH DEFENSE

16. Third-Party Plaintiff's claims are barred by the doctrines of laches, waiver, unclean hands and *in pari delicto*.

FOR A FIFTH DEFENSE

17. Third-Party Plaintiff is unable to prove ownership and/or damages alleged to have happened to personal property which has not been properly identified in the Third-Party Complaint.

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FOR A SIXTH DEFENSE

18. Third-Party Plaintiff's claims must be dismissed because there is no derivative liability on the part of Third-Party Defendants to the Plaintiff for which equitable indemnity is sought.

FOR A SEVENTH DEFENSE

19. Third-Party Plaintiff's negligence claim must be dismissed as a matter of law because no duty was owed by Third-Party Defendants to Third-Party Plaintiff.

FOR AN EIGHTH DEFENSE

20. Third-Party Plaintiff's claim of breach of fiduciary duty against Third-Party Defendants must be dismissed as a matter of law as there has been no reposing of trust and confidence by Third-Party Plaintiff to Third-Party Defendants and Third-Party Defendants never agreed to accept such reposed trust and confidence from Third-Party Plaintiff for anything, let alone the unidentified personal property which is alleged as part of the Third-Party Complaint to have existed on the property in question.

FOR A NINTH DEFENSE

21. Third-Party Defendants intend to rely upon such other and affirmative defenses or claims which may become apparent through out the course of discovery in this matter or later and will timely seek to assert and such defenses and/or claims.

22. WHEREFORE, having fully answered Third-Party Plaintiff's Complaint, Third-Party Defendants pray for the following relief:

A. For the dismissal of Third-Party Plaintiff's Complaint as a matter of law;

B. For an Order granting Third-Party Defendants their attorney's fees and costs; and

C. For such other and further relief as this Honorable Court deems just and proper.

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BLAND RICHTER, LLP
Attorneys for Third-Party Defendants Renee Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy

s/Eric S. Bland
Eric S. Bland, Esquire (SC Bar No. 64132)
1500 Calhoun Street
Post Office Box 72
Columbia, South Carolina 29202
803.256.9664 (telephone)
803.256.3056 (facsimile)
ericbland@blandrichter.com (e-mail)

Ronald L. Richter, Jr., Esquire (SC Bar No. 66377)
Scott M. Mongillo, Esquire (SC Bar No. 16574)
Peoples Building
18 Broad Street, Mezzanine
Charleston, South Carolina 29401
843.573.9900 (telephone)
843.573.0200 (facsimile)
ronnie@blandrichter.com (e-mail)
scott@blandrichter.com (e-mail)

Columbia, South Carolina

October 23, 2018

ELECTRONICALLY FILED - 2018 Oct 02 5:31 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL DISTRICT
	)	
	)	
Wilson Shealy, Sr.,	)	C/A No.: 2018-CP-32-00913
	)	
Plaintiff,	)	**SUMMONS AS TO DEFENDANT'S THIRD PARTY COMPLAINT**
v.	)	
	)	
	)	
David Shealy,	)	
	)	
Defendant	)	
	)	
David Shealy,	)	
	)	
Third-Party Plaintiff	)	
	)	
v.	)	
	)	
Renee Shealy Wells, Wilson Shealy, Jr. and Mimi Shealy,	)	
	)	
Third-Party Defendants.	)	
	)	

TO: THE ABOVE NAMED THIRD-PARTY DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Third-Party Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscribers at their office, 135 East Main Street, Lexington, South Carolina, 29072 within thirty (30) days after service hereof (thirty-five (35) days if service is by certified mail), exclusive of the day of such service, and if you fail to answer the Third-Party Complaint within the time aforesaid, or otherwise appear and defend, Plaintiff in this action will apply to the Court for the relief demanded therein, and

judgment by default will be rendered against you for the relief demanded in the Third-Party Complaint.

Respectfully submitted,

s/William P. Walker, Jr.
WILLIAM P. WALKER, JR.
SC Bar No.: 5796
WALKER MORGAN, LLC
Post Office Box 949
Lexington, South Carolina 29072
803-359-6194
bw@walkermorgan.com
Attorney for the Defendant and Third-Party Plaintiff

Lexington, South Carolina

October 2, 2018

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL DISTRICT
	)	
	)	
Wilson Shealy, Sr.,	)	C/A No.: 2018-CP-32-00913
	)	
Plaintiff,	)	
v.	)	**DEFENDANT'S ANSWER COUNTERCLAIM AND THIRD PARTY COMPLAINT**
	)	
	)	
David Shealy,	)	
	)	
Defendant	)	
	)	
David Shealy,	)	
	)	
Third Party Plaintiff	)	
	)	
v.	)	
	)	
Renee Shealy Wells, Wilson Shealy, Jr., and Mimi Shealy,	)	
	)	
Third Party Defendants.	)	
	)	

The Defendant and Third-Party Plaintiff, above-named, in Answer to the Complaint, by way of Answer and Counterclaim thereto and by Third-Party Complaint against the Third Party Defendants, would respectfully show unto the Court as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Complaint not hereinafter specifically admitted, qualified, or explained is denied and strict proof demanded thereof.

2. Defendant admits to the allegations in paragraph 1 of the Plaintiff's Complaint.

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3. Defendant denies the allegations in paragraph 2 of the Plaintiff's Complaint due to lack sufficient information to respond.

4. As to the allegations in paragraph 3 of the Plaintiff's Complaint, Defendant admits that the Plaintiff resides in Lexington County on several acres of property on Lake Murray. Defendant denies that this property is "Wilson's Property."

5. Defendant denies the allegation in paragraph 4 of the Plaintiff's Complaint in so much as there was never a "special trust" set up between the Plaintiff and the Defendant.

6. Defendant further avers to all allegations that he lived with, cared for and otherwise took personal and loving care of his elderly father, the Plaintiff for the vast majority of his adult life. Defendant admits he lives in Lexington County, South Carolina.

7. Defendant admits the allegations in paragraphs 5-7 and the Plaintiff's Complaint.

8. Defendant denies the allegations in paragraphs 8 of the Plaintiff's Complaint. Defendant would deny the allegations in Paragraph 8 of the Plaintiff's Complaint, in that there was a "thriving airplane repair business", as neither Plaintiff nor the Defendant were certified airplane mechanics.

9. Defendant would deny the allegations set forth in Paragraph 9 of the Plaintiff's Complaint, as there was never a "special trust" as to the Defendant's relationship with the Plaintiff other than one between father and son.

10. Defendant denies to the allegations set forth in Paragraph 10 of the Plaintiff's Complaint in so much as there was never a "special trust" that the Defendant's is aware of, but will admit to being there for his father as he was aging when the Defendant's brother and sisters were nowhere to be found.

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11. Defendant denies the allegations set forth in paragraph 12 of the Plaintiff's Complaint in so much as the Defendant also, stored virtually all of his personal property on the Plaintiff's land and that all property is not "Wilson's Personal Property" as a significant portion is his by virtue of his Submission of Claimed Property. (Attached Exhibit A) and other property that has not been listed.

12. Defendant admits to the allegations in paragraph 13 of the Plaintiff's Complaint.

13. Defendant denies the allegations in paragraphs 14-43 of the Plaintiff's Complaint to the extent any of these paragraphs in any manner may be construed as alleging any wrongdoing, improper act's, or breach of any duty or any liability whatsoever on the part of the Defendant, they are denied and strict proof is demanded thereof.

FOR A SECOND DEFENSE

(Delegation of Duties)

14. Defendant repeats and realleges the above paragraphs as if set forth verbatim herein.

15. No fiduciary relationship existed between Plaintiff and Defendant

16. David was the only child of Plaintiff who regularly visited, spent the night and checked on his father.

17. There were no proceeds from Eagle Construction and Defendant demands strict proof thereof.

18. Both Plaintiff and Defendant had equal access to the joint bank account. The funds in the accounts were commingled as David made personal deposits into that account. Both Plaintiff and Defendant used the account for personal expenses.

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19. Further meaning, if a fiduciary duty did exist, Defendant did not breach this duty and was following the delegations made to him by Plaintiff.

FOR A THIRD DEFENSE

(Consent/Ratification of Plaintiff)

20. Plaintiff and David never had an agreement for David to pay Plaintiff for any storage fees. Plaintiff had allowed David to store his items on the land without reservation and never made any mention to David that he did not want his items there or that he wished for him to pay a fee.

21. Plaintiff consented to David storing his personal property on the residence of Plaintiff.

FOR FOURT DEFENSE BY WAY OF COUNTERCLAIM

(Breach of Fiduciary Duty To Third-Party Defendants)

(Conversion)

22. The Defendant/Third-Party Plaintiffs Answer and Counterclaim and Third-Party Complaint, restates each and every allegation above is reiterated and incorporated herein by reference.

23. That the Third-Party Defendants, Wilson Shealy, Wilson Shealy, Jr., Mimi Shealy and Renee Shealy Wells have taken, removed, damaged or destroyed property that was lawfully being stored on his father's property where he lived. The list of items that they took includes numerous pieces of equipment, automobiles and other such items that have been stored there for years by the Defendant/Third-Party Plaintiff with the consent of the Plaintiff.

24. The Third-Party Defendants conspired together and with others, including the Plaintiff to remove, damage, destroy and otherwise take from him property was soley his and

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have either sold the property and absconded with the funds but at the least deprived the Third-Party Plaintiff of the value of his property and the property itself.

25. Negligence as to Third-Party Defendants and Plaintiff that the Third-Party Defendants were grossly negligent, willful, and wanton with respect to the damage, destruction and removal of a portion of Defendant/Third-Party Plaintiffs' personal property that was located in and on the property of the Plaintiff where he was born, raised and lived in for the majority of his life.

26. Third-Party Defendants and the Plaintiff did not have any right whatsoever to remove and destroy any of his property that was on the premises. Plaintiff and Third-Party Defendants therefore converted it to their own use and Defendant/Third-Party Plaintiff is entitled to damages for his loss and conversion of his property. Third-Party Plaintiff is entitled to monetary damages for same.

27. Due to the familial relationship between the parties neither the Plaintiff nor the Third-Party Defendants have any right, title or interest to anything that the Defendant/Third-Party Plaintiff owns which should be determined by the court in an equitable manner.

28. Plaintiff is entitled to damages directly caused by the acts of the Third-Party Defendants and by the Plaintiff in taking, removing, and destroying and otherwise absconding with his property and/or its proceeds of any sale. Defendant/Third-Party Plaintiff is entitled to be equitably indemnified by the Plaintiff and the Third-Party Defendants for damages, costs, expenses and attorney fees as allowed by law.

29. Since the beginning of this litigation, Plaintiff and Third-Party Defendants have sold and destroyed a significant amount of personal property

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30. Many of the items that are being destroyed are titled property of the Defendant/Third-Party Plaintiff.

31. Plaintiff and Third-Party Defendants converted property and funds that were rightfully the property of Defendant/Third-Party Plaintiff.

32. Plaintiff and/or Third-Party Defendants converted these funds to its own personal use and benefit.

33. Wherefore, by prior conduct and acquiescence in an arrangement between father and son, as a direct and proximate result of Plaintiff's conversion, David has been damaged in an amount to be shown in trial.

WHEREFORE, having fully answered the Complaint interposed the foregoing Counterclaim thereto and asserted the Third-Party Complaint Defendant prays as follows:

a. That the Complaint be dismissed, with costs assessed to the Defendant/Third-Party Plaintiff;

b. For a monetary judgment against Plaintiff and Third-Party Defendants on the basis of the claims hereinabove in an amount to be determined by the trier of fact;

c. For a monetary judgment against Third-Party Defendants on the basis of the Third-Party Complaint hereinabove in an amount to be determined by the trier of fact, and,

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

Respectfully submitted this 2nd day of October 2018.

s/William P. Walker, Jr.
WILLIAM P. WALKER, JR.
SC Bar No.: 5796
WALKER MORGAN, LLC
Post Office Box 949
Lexington, South Carolina 29072
803-359-6194
bw@walkermorgan.com

Attorneys for the Defendant/Third Party Plaintiff

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	ELEVENTH JUDICIAL CIRCIUT
COUNTY OF LEXINGTON)	
	C/A: 2018-CP-32-00913
Wilson Shealy, Sr.,)	
)	
Plaintiff,)	VERIFICATION
)	
David Shealy,)	
Defendant.)	
)	

I, David Shealy, declare:

I am the Plaintiff in this action. I have read the Answer and Counterclaim and state that the information contained therein is true and correct.

I declare under penalty of perjury, according to the laws of the State of South Carolina, that the foregoing is true and correct, and that this Verification was executed at Lexington, South Carolina, on October 2, 2018

DAVID SHEALY

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David Shealy's Claimed Property

1998 Cat 416 Backhoe	Serial #: 5YN04154
Fiat Allis Track Hoe	Serial #: 37112
John Deere 655B Track Loader	Serial #: 8093343
1987 Kenworth Mobile Home Mover	Vin #: 1NKDL29X5HS339341
Caretree tree spade model 646	Serial #: 89391
1988 GMC U-haul truck	Vin #: 1GDE6D1B4JV524344
1997 FL-70 Freightliner box truck (sliver) Rock blasting truck	Vin #:1FV6HLBA7TL69130
1985 Chevrolet Short Yellow School Bus	Vin #: 1GB6P1A2FV110478
1959 all steel life boat	Serial #: A17743
Hi-Ranger bucket truck body	Serial #: 2011018162

Massy Ferguson 165 tractor 4 cly. Diesel

Portable cell phone tower 180 feet with concrete bases (100' is erected now, 4 twenty foot pieces are on the ground

Army surplus 500 gallon aluminum fuel tank Serial #: 5430-01-276-9756
With kerosene in it sitting on a 4 wheel trailer.

285 gallons of 100 low lead AV gas in a 300 gallon steel tank

Cummins 855 cu.in. diesel engine on pallet (they have moved it in the past two weeks)

Volvo Box Truck	Vin #: XB3L068130B023068
Volvo Crane Truck	Vin #: X83L06816CB109367
1994 Honda 900 RR motorcycle	Vin #:LH2SC2803RM202375
1990 Mazda MX6 (black) parts car	Vin #:JM1GD3129L1827062
1989 Mazda MX6 (gray) mileage 000,014	Vin #: 1YVGD31A7KS200319
1974 VW Bug (orange)	Vin #:1142744599
1983 Mercedes	Vin #:WDBCB20A6DB037039

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2002 Chevrolet ZR-2 Blazer	Vin #: 1GNCT18WX2K183022
1981 Pontiac Firebird	Vin #: 1G2AV87S6BL136957
1970 El Camino (high school car)	Vin #: 136800L193783
1983 Chevrolet S10 Blazer	Vin #: 1G8CS18B6D0135454
2002 SS Camaro	Vin #: 261FP22g622129057
1998 UD Truck	Vin #: JNAMB20H4WGK65097

Town Car (White)

Mercedes 240 (tan)

2000 Bonneville Wrecked in front

Dodge Neon wrecked on pass. Front side

1988 Caddy DeVille

1995 4 door red S-10 Blazer (rollover)

198 2 door Red S-10 Blazer (wrecked on passengers side)

1998 SS Camaro (parts car)

1986 Jaguar interior burn V-12 car (parts)

1974 VX Karmin Ghia Burgundy (wrecked in rear)

1973 VW Karmin Ghia (green) no engine

2 old Mustangs part cars

Mercury Topaz white (wrecked in passenger door)

30 foot long flat semi trailer

Large load of 6”I-beams around 8’ long

Large load of 50’ bar joist

10 boxes off of box trucks that are being used for storage (and content)

12 X 24 portable storage building and content (white with red roof)

10 heavy I-beams that are legs for building; they are 38” long with 4 more I-beams that are track for an overhead crane

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2 Conex boxes with a side wall cut out of each one to make a 16 X 40 building (located at the top of the hill at drive way)

In the “Big Barn” located on the back of the property. I have a 300HP Lycoming engine on the mount. A fuselage for a Piper J4 and aluminum wheel pants and original instruments. Also 2 wings for 1 one my Stinson V-77 Gullwing aircraft.

There are 11 Conex boxes on the property. I have personal property in 8 of them. They have put locks on all of them.

In the “little barn” I have items from my shop when I was in Lexington

I have a lifetime of items in the house

I have very little in the hanger

My marriage licenses in Pop’s safe

A very large model airplane was also in my bedroom (it is no longer there). It was a Stinson Reliant V-77Gullwing. Brand new in box.

An Italian bayonet in metal sheath from WW2

Eight aluminum semi rims

2 old state park grills (one was cast iron)

Solid steel level table from 1943

Cummins diesel engine on a pallet in new condition (Dump truck)

A large cooking grill that I built. It was finished the day Julie and I got married. The base was 1.75” thick solid steel, the “up right” post was a 6” diameter piece of steel pipe, the top that help the charcoal was a 5/8th “ piece of steel in the shape of s “wok”,. Wieghted about 1500 lb

Ridgid name brand pipe bender

Set of “snowflake” rims for 1978 Tans Am with center caps

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My gun safe, black ($2,000).

2002 S-10 ZR2 4x4 Blazer 48,000 original miles, extra clean (pewter)

2000 S-10 4x44Blazer 4 door (burned interior) complete drive train was good

1988 Limited Edition Turbo Coupe T-Bird: complete car with clean title (Silver)

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Chrysler Town and Country van 39,000 miles; good engine and transmission (gold)

1986 Nissan extended cab pick up (Lt. Blue)

1988 Honda CRX (red)

1968 All original Chevrolet Impala; clean title; 327 with factory 4 barrel; turbo 400 transmission; a/c (white)

1974 Chevrolet Caprice Ex Police car; original 454 (green)

1974 F100 Ford pickup;(given to me by Uncle Charles light blue)

1984 Chevrolet Caprice (tan)

1986 944 Porsche; 51,000 miles; good engine and transaxle; complete front clip; both doors; rear hatch with glass paid $5,800 in 1995 (dark blue)

1988 Caddy Deville (red) had a new GM transmission

1995 Chevrolet Corsica Body (white)

1983 Toyota 2 door (silver)

1984 S-10 rolling chaise Owned by Tim Mack of Aiken

1971 VW Super Beetle Owned by Tim Mack of Aiken

Exhibit A

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	ELEVENTH JUDICIAL CIRCIUT
COUNTY OF LEXINGTON)	
	C/A: 2018-CP-32-00913
Wilson Shealy, Sr.,)	
)	
Plaintiff,)	Defendant's Submission of
)	Claimed Property
David Shealy,)	
Defendant.)	
_____)	

TO: THE HONORABLE JAMES SPENCE, MASTER-IN-EQUITY and RICHARD R. GLEISSNER, ATTONERY FOR THE PLAINTIFF:

The Defendant by and through his attorney, submits the attached document (Exhibit A), as his submission for "Claimed Property" located at 1425 Frank Shealy Road, Leesville, South Carolina. The Defendant's submission is subject to the Temporary Restraining Order to be or already issued by the Court.

Respectfully Submitted,

s/William P. Walker, Jr.
WILLIAM P. WALKER, JR.
135 East Main Street
Post Office Box 949
Lexington, SC 29071
(803)359-6194
bw@walkermorgan.com
SC Bar No.: 005796

Attorneys for Defendant.

July 25, 2018
Lexington, South Carolina

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David Shealy's Claimed Property

1998 Cat 416 Backhoe	Serial #: 5YN04154
Fiat Allis Track Hoe	Serial #: 37112
John Deere 655B Track Loader	Serial #: 8093343
1987 Kenworth Mobile Home Mover	Vin #: 1NKDL29X5HS339341
Caretree tree spade model 646	Serial #: 89391
1988 GMC U-haul truck	Vin #: 1GDE6D1B4JV524344
1997 FL-70 Freightliner box truck (sliver) Rock blasting truck	Vin #:1FV6HLBA7TL69130
1985 Chevrolet Short Yellow School Bus	Vin #: 1GB6P1A2FV110478
1959 all steel life boat	Serial #: A17743
Hi-Ranger bucket truck body	Serial #: 2011018162

Massy Ferguson 165 tractor 4 cly. Diesel

Portable cell phone tower 180 feet with concrete bases (100' is erected now, 4 twenty foot pieces are on the ground

Army surplus 500 gallon aluminum fuel tank Serial #: 5430-01-276-9756
With kerosene in it sitting on a 4 wheel trailer.

285 gallons of 100 low lead AV gas in a 300 gallon steel tank

Cummins 855 cu.in. diesel engine on pallet (they have moved it in the past two weeks)

Volvo Box Truck	Vin #: XB3L068130B023068
Volvo Crane Truck	Vin #: X83L06816CB109367
1994 Honda 900 RR motorcycle	Vin #:LH2SC2803RM202375
1990 Mazda MX6 (black) parts car	Vin #:JM1GD3129L1827062
1989 Mazda MX6 (gray) mileage 000,014	Vin #: 1YVGD31A7KS200319
1974 VW Bug (orange)	Vin #:1142744599
1983 Mercedes	Vin #:WDBCB20A6DB037039

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2002 Chevrolet ZR-2 Blazer	Vin #: 1GNCT18WX2K183022
1981 Pontiac Firebird	Vin #: 1G2AV87S6BL136957
1970 El Camino (high school car)	Vin #: 136800L193783
1983 Chevrolet S10 Blazer	Vin #: 1G8CS18B6D0135454
2002 SS Camaro	Vin #: 261FP22g622129057
1998 UD Truck	Vin #: JNAMB20H4WGK65097

Town Car (White)

Mercedes 240 (tan)

2000 Bonneville Wrecked in front

Dodge Neon wrecked on pass. Front side

1988 Caddy DeVille

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1986 Jaguar interior burn V-12 car (parts)

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Exhibit A

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ELECTRONICALLY FILED - 2018 Jul 20 3:32 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA)) COUNTY OF LEXINGTON)	IN THE COURT OF COMMON PLEAS ELEVENTH JUDICIAL CIRCIUT C/A: 2018-CP-32-00913
Wilson Shealy, Sr.,)) Plaintiff,) v.)) David Shealy,)) Defendant.)	Notice of Motion and Motion to Set Aside Entry of Default And to Vacate Judgment

TO: THE HONORABLE JAMES SPENCE, MASTER-IN-EQUITY and RICHARD R. GLEISSNER, ATTONERY FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE, the Defendant David Shealy, by and through its undersigned counsel, will move before the Honorable James Spence, Master-In-Equity for Lexington County, ten (10) days after the service hereof or as soon thereafter as counsel may be heard, for an Order setting aside an entry of default and vacate the judgment pursuant to SCRCP Rule 55 (c), and 60(b) for good cause shown.

This Motion is made on the grounds the Defendant can show good cause for relief from the entry of default and the entry of judgment

FACTS

1. The Defendant did not learn of the lawsuit filed against him until his father, Wilson Shealy (Plaintiff) mentioned to him at the family home, located at 1425 Frank Shealy Road, Leesville, South Carolina, that *"there was a Restraining Order against him".*

2. He asked his father, the Plaintiff who the lawyer was and he could not recall.

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3. The Plaintiff then went to see William P. Walker, Jr. of Walker Morgan, LLC to see what was filed against him.

4. Defendant then learned for the very first time that indeed a lawsuit had been filed, personal service was not accomplished and service was accomplished by publication.

5. The Defendant was served with a copy of the Summons and Complaint on or about April 19, 2018, April 26, 2018 and May 3, 2018 via publication in the Lexington County Chronicle & Dispatch-News. The Defendant was never personally served.

6. After learning he was indeed involved in a lawsuit, the Defendant timely engaged Mr. Walker to file the appropriate pleadings on his behalf to obtain relief from the Default Judgment. The first meeting with Mr. Walker was July 9, 2018 at 135 East Main Street, Lexington, South Carolina 29072. Mr. Walker's legal Assistant searched the records through the Courts E-filing in Lexington County and found the pending Complaint.

7. Defendant's Motion for Relief from the Default Judgment is timely filed as soon as the facts were gathered and the Motion prepared.

8. Defendant further states that the allegations are incorrect and wrong. He has not only a viable defense, but a meritorious defense based on the false allegations set forth in the Complaint. Defendant will be grievously prejudiced if the relief is not granted. He will be denied due process of law, the right to defend himself from false allegations.

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9. Defendant has been a resident for many years at his father's home address. He was a constant presence in his father's home and they frequently spoke and conversed. He did whatever his father asked. He had no personal responsibility as to his father's business as his sister, Rene Shealy Wells, is the General Durable Power of Attorney for their father, the Plaintiff. (See attached Exhibit 1).

10. The Defendant was totally surprised by the existence of the lawsuit given that he was a frequent visitor to his home stead where his father resided. The Defendant has had the same telephone number since 2001. All of the Defendant's family is aware of his number and had they wanted they could have simply called him and he would have met them or process server.

11. When the Defendant did receive knowledge of the lawsuit and the Default Judgment he moved expeditiously to deal with the consequences. The Defendant is aware that any action like this would have serious adverse effects against him and did all he thought necessary to deal with the removal of the default judgment.

12. The Defendant will be highly prejudiced if the judgment is allowed to stand and he will face the possibility of having a ruinous judgment again him.

13. The failure of the Court to grant his Motion will result in financial ruin.

14. Other authority and evidence will be submitted prior to the hearing.

Accordingly the Defendant prays this Court will relieve it from any entry of default if one has been made. If no entry of default has been entered, then the Defendant prays this Court will allow it to be heard on this issue before making an

entry of default.

Respectfully Submitted,

WALKER MORGAN, LLC

s/William P. Walker, Jr.
WILLIAM P. WALKER, JR.
135 East Main Street
Post Office Box 949
Lexington, SC 29071
(803)359-6194
bw@walkermorgan.com
SC Bar No.: 005796

Attorneys for Defendant.

July 20, 2018
Lexington, South Carolina

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REC FEE: $27.00 ST FEE: $0.00
CO FEE: $0.00 Pages: 16
Lexington County R.O.D. Debra M. Gunter
POWER OF ATTORNEY Bk:Pg 14937:101

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that as principal (the "Principal") I, **Wilson Shealy**, a resident of the state and county aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint my son, **Wilson Shealy, Jr.,** and my daughter, **Rene Shealy Wells**, as my true and lawful Co-Attorneys (both of whom are referred to herein as my "Attorney") acting on my behalf, to exercise jointly the powers set forth below. Article IV, Paragraph L., contains authority for the attorneys to delegate authority to each other to allow for administrative convenience. Upon the death, resignation or incompetence of either of them, the remaining attorney may exercise these powers alone.

If either of my named attorneys is unable to act because of his or her death, resignation, or incompetence, the remaining attorney shall execute an affidavit indicating that he or she has authority to act and shall deliver such affidavit to any person or entity with whom such remaining attorney is transacting my business. Upon the execution and delivery of such an affidavit, no person or entity acting in reliance upon such affidavit shall incur liability to me or to my estate for allowing the one attorney who purports to have authority to act on my behalf to do so.

Subject to the limitations set forth in this paragraph, I have also made, constituted and appointed and by these presents do make, constitute and appoint my son, **David J. Shealy,** as my true and lawful attorney for the purposes hereinafter set forth. So long as the limitations described below shall apply to **David J. Shealy**, he shall be referred to herein as "Standby Attorney". The term "Attorney" as used herein shall apply to any Standby Attorney at such time as the limitations described below no longer apply.

(a) The limitations referred to above upon the authority of my Standby Attorney to act hereunder are that in no event is **David J. Shealy** authorized to act hereunder so long as either of **Wilson Shealy, Jr.,** and **Rene Shealy Wells** is living, competent to act and has not resigned nor been removed.

(b) The limitations upon the authority to act of a Standby Attorney shall not apply if such Standby Attorney has executed and delivered an affidavit setting forth that the limitations described above upon such Standby Attorney's authority to act do not then apply. Upon the execution and delivery of such an affidavit by a Standby Attorney, such Standby Attorney shall be authorized to act as Attorney and no person acting in reliance upon such affidavit shall incur liability to me or to my estate.

W.S. (L)

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(c) A Standby Attorney is subject to removal as provided in Article II, paragraph D, hereof.

(d) For purposes of making gifts to my acting Attorney under Article I, Section F., since my acting Attorneys must act together so long as they are both serving and since an acting attorney is prohibited from making gifts to himself, I specifically authorize either one acting alone or my Standby Attorney (notwithstanding that their "Standby Attorney" status still applies for all other purposes herein) to make any transfers, checks, deeds, instructions, withdrawals, and to take any other action necessary to make gifts to my acting Attorney. In acting under the authority of this paragraph to make gifts to either of my acting Attorneys, my Standby Attorney shall evidence Attorney's authority to act by executing the affidavit referred to in Paragraph (b) above.

ARTICLE I

Empowerment of Attorney

Attorney is authorized in Attorney's absolute discretion from time to time and at any time with respect to my property, real or personal, at any time owned or held by me and without authorization of any court and in addition to any other rights, powers or authority granted by any other provision of this Power of Attorney or by statute or general rules of law (and regardless of whether I am mentally incompetent or physically or mentally disabled or incapable of managing my property and income), with full power of substitution, as follows:

A. Powers in General

To do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the specifically enumerated powers described below being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof.

B. Powers Relating to Management of Assets

1. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Attorney shall think proper; and no person dealing with Attorney shall be bound to see to the application of any monies paid;

2. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and

W, S, (2)

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recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property, real or personal for me or my benefit, as lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property;

3. To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, waivers, releases, undertakings, satisfactions, acknowledgments and such other documents or instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;

4. To subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration;

5. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rules of law concerning investments by fiduciaries;

6. To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Attorney, including the power to incorporate the business and to put additional capital into the business, for such time as Attorney shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for Attorney's own negligence; and to close out, liquidate, or sell the business at such time and upon such terms as Attorney shall deem best;

7. To transfer all of my stock and/or securities to Attorney, as agent (with the beneficial ownership thereof remaining in me) if necessary or convenient in order to exercise the powers with respect to such stock and/or securities granted herein;

8. To sell or exercise stock subscription or conversion rights;

9. To refrain from voting or to vote shares of stock owned by me at shareholders meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting my property;

W.J. (3)

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10. To participate in any plan of reorganization or consolidation or merger involving any company or companies with respect to stock or other securities which I own and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by Attorney pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as Attorney may deem advisable in connection therewith;

11. To purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims (c) hospital insurance, medical insurance, Medicare supplemental insurance, custodial care insurance, and disability income insurance for me or any of my dependents and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation;

12. To represent me in all tax matters; to prepare, sign, and file federal, state, and local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, to file returns and pay taxes due, to file extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts; to collect and make such disposition of refunds as my Attorney shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any other authority; to exercise any election I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts, to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility; and on my behalf to execute IRS Form 2848 and appoint my Attorney or any suitable person selected by my Attorney as my representative before the Internal Revenue Service.

C. <u>Powers Relating to Management of Assets and/or Custody of Person</u>

1. To prepare, execute and file joint or separate income and other tax returns and amended returns and declarations of estimated tax for any year or years; to prepare, execute

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and file gift tax returns made by me or by Attorney on my behalf for any year or years; to consent to any gift and to utilize any gift splitting provision; to utilize or make any tax election; and to prepare, sign and file claims for refund of any tax and other governmental reports, applications, requests, and documents;

2. To open an account in my name, deposit in my name and for my account, with any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution, all moneys to which I am entitled or which may come into Attorney's hands as such attorney-in-fact, and all bills of exchange, drafts, checks, promissory notes and other securities for money payable belonging to me, and for that purpose to sign my name and endorse each and every such instrument for deposit or collection; and from time to time, or at any time, to withdraw any or all moneys deposited to my credit at any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution having moneys belonging to me, and, in connection therewith, to draw checks or to make withdrawals in my name; to make, do, execute, acknowledge and deliver, for and upon my behalf and in my name, all such checks, notes and contracts;

3. To endorse, receive, and collect checks payable to my order drawn on the Treasurer or other fiscal officer or depository of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof, or any private person, firm, corporation, or partnership;

4. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove the original of this General Durable Power of Attorney and all or any other part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting Attorney to exercise this power; and this power is exercisable without (i) any contact with or notice to me, my spouse or any interested persons to my estate; (ii) any prior court order or authorization; (iii) any knowledge of any prior determination as to my mental or physical capacity or incapacity; (iv) any knowledge as to my whereabouts regardless of whether my whereabouts are known or unknown; or (v) any other inquiry. My intention is for this authorization to meet the requirements of S.C. Code Annotated Section 34-19-120 so as to allow Attorney complete access to any safe deposit box rented by me;

5. To make, do, and transact all and every kind of business of any nature or kind whatsoever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, or any rebate, refund, or discount thereon, which may now or hereafter be due, owing, or payable by me or to me;

6. To institute, prosecute, defend, abandon, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests,

W.S. (5)

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distresses or other proceedings, or otherwise engage in litigation involving me, my property or any interests of mine;

7. To borrow money and to encumber, mortgage or pledge any and all of my property in connection with the exercise of any power vested in Attorney;

8. To deal with Attorney in Attorney's individual, or any fiduciary, capacity, in buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions;

9. To employ and dismiss and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, real estate agents and/or brokers, and other assistants and advisors deemed by Attorney needful for the proper administration of my property, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such agent or professional representative were selected and retained with reasonable care;

10. To apply for, settle, deposit and expend for my benefit any cash, rights or entitlements due me from any governmental agency or body, such as Supplemental Social Security Medicaid, Medicare, and Social Security Disability Insurance and for the purposes of receiving social security benefits, Attorney is hereby appointed my "Representative Payee"; to utilize all lawful means and methods to recover such assets and/or rights, to qualify me for such benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein;

11. To apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

12. To insure my property against damage or loss and Attorney against liability with respect to third persons;

13. To pay and adjust debts incurred by me or by Attorney in connection with any power authorized hereunder;

14. To elect to take any elective share due me from my deceased spouse, if appropriate; to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, and to take all other actions that Attorney deems appropriate in order to effectuate the election, and if any such actions by Attorney require the approval of any court, to seek such approval;

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15. To withdraw and/or receive the income or corpus of any trust over which I have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received;

16. To renounce or resign any fiduciary position to which I have been or may be appointed, including but not limited to Personal Representative, trustee, guardian or attorney-in-fact, to file an accounting with a court of competent jurisdiction or to otherwise settle such matters in the manner as Attorney shall deem appropriate;

17. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts, including the right to alter, amend, revoke or terminate. In exercising such discretion, Attorney shall consider any reduction in estate or inheritance taxes that may be due upon my death, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that Attorney shall make no disclaimer that is expressly prohibited by other provisions of this instrument.

D. Powers Relating to Custody of Person

1. To be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of sexually transmitted diseases, mental illness, and drug or alcohol abuse. The authority given Attorney shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given Attorney has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider.

2. To establish where I shall reside, including the exact physical location, and the city, county, and state of residence and, if necessary, to make all necessary arrangements for me at any hospital, convalescent institution, nursing home or similar establishment, to have and

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exercise all rights on my behalf which I may have and possess at such residence or institution and to report such address as my official address to the United States Post Office and any other person, firm, corporation or governmental agency as may be necessary, desirable, convenient or appropriate;

3. To employ, dismiss and compensate medical personnel including physicians, surgeons, dentists, medical specialists, nurses, and paramedical assistants deemed by Attorney needful for the proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or default of any such physician or other medical personnel, provided such physician or other medical personnel were selected and retained with reasonable care;

4. To authorize any and all kinds of medical procedures and treatment including but not limited to medication, therapy, surgical procedures, and dental care, and to consent to all such treatment, medication or procedures where such consent is required; to obtain the use of medical equipment, devices or other equipment and devices deemed by Attorney needful for proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or fault with respect to such medical treatment or other matters authorized herein;

5. To purchase, dispose of and abandon clothing, food, medicine, household and personal effects of all kinds;

6. To arrange for transportation and travel for me for any purpose, including for medical treatment or recreation;

7. To make advance arrangements for funeral services including but not limited to purchase of a burial plot and marker and such other and related arrangements for services, flowers, ministerial services, transportation and other necessary, related, convenient or appropriate goods and services as my Attorney shall deem advisable or appropriate under the circumstances;

8. To apply for, elect, deposit and utilize on my behalf all benefits payable by any governmental body or agency, state, federal, county, city or other and to obtain, make claim upon, collect and dispose of insurance and insurance proceeds for my care, custody, and control;

9. To house (or provide for housing), support and maintain any animals which I own and to contract for and pay the expenses of proper veterinary care and treatment for such animals, or if the care and maintenance of such animals shall become unreasonably expensive in Attorney's opinion to dispose of such animals;

10. To employ, dismiss and compensate a Geriatric Care Manager deemed by Attorney necessary to conduct an assessment of my physical and psychological condition, and of

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the strengths and weaknesses of my living conditions, to develop an appropriate Geriatric Care Plan for me, to act as my advocate, to locate an appropriate service provider or qualified individual who will perform necessary Care Plan functions, and to assist me with activities of daily living and to do so without liability for any neglect, omission, misconduct, or default of any such Care Manager or provider, provided such Care Manager or provider were selected and retained with reasonable care.

E. Powers Relating to Transfers in Trust

1. To convey, assign and transfer to the Trustee under a Revocable Trust Agreement (the "Trust") with me as Settlor, dated before or after the execution of this Power of Attorney, all or any part of my property and income of every kind and description, real, personal, intangible or mixed, wherever located, and whether acquired before or after the execution of this Power of Attorney, said property and income to be held, administered and distributed in accordance with the terms of the Trust;

2. To assign to the Trust presently and prospectively (or designate Trustee as beneficiary of) the proceeds of any policies of insurance which I may now or hereafter become entitled to receive, including but not limited to insurance proceeds payable by reason of my disability, the said proceeds to be held, administered and distributed in accordance with the terms of the Trust;

3. To execute documents and papers, including deeds of my interests in real property, bills of sale of my personalty, assignments of my intangibles (including my Certificates of Deposit), to make and/or endorse my checks, make savings withdrawals from my savings accounts, enter my safe deposit box and remove all or any part of the contents thereof which, together with any other and further acts or things necessary, appropriate or incidental thereto, shall be necessary or appropriate in order to make the transfers described above in paragraphs 1 and 2 of this Section E;

4. No transfer to fund my Revocable Trust may be made, however, if removing such property from passing under my Last Will and Testament and causing it to pass under such Trust Agreement would cause it to pass to different beneficiaries because it was referred to in a specific devise or bequest under my said Will.

F. Powers Regarding Gifts

1. Annual Exclusion Gifts. To continue making gifts designed to qualify for the annual exclusion from taxable gifts for federal gift tax purposes and to direct the Trustee of any trust of which I am Settlor to make withdrawals to fund such gifts and to direct any agent of mine holding assets as Custodian to make gift transfers and to use any of my own assets, real or personal, to fund such gifts, and to sign any and all documentation necessary for the accomplishment of gifts, it being my intention that my Attorney have full and complete authority

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to make or direct others to make such transfers as shall be necessary to continue the program of making annual exclusion gifts which I have begun and directed myself. Such gifts shall be equal to the amount of the annual exclusion and/or the exclusion allowed for certain educational or medical expenses or such other amount less than that as my Attorney shall direct and may be made to any one or more of those people to whom I have made annual exclusion gifts either prior to or after the time of signing this Power of Attorney. If my spouse agrees to treat such gifts as split gifts then they may equal one annual exclusion gift from each of us. If a person is added to a class of people (for example, birth of a child or grandchild), and most or all of the other members of such class have been gift recipients in the past, then the new member of such class shall be deemed a potential gift recipient. Subject to the limitations expressed herein, Attorney shall have complete authority to determine the amount and recipients of such gifts for the accomplishment of the continuation of my gift program unless Attorney shall determine it in my best interest that such gifts not be made. I do not consider it necessary for my Attorney to make a determination as to whether the continuance of my gift program is not in my best interest until such time as the total of my assets that will be taxable for federal estate tax purposes equal less than such amount as my Attorney shall determine is the amount of assets that I can pass to my beneficiaries free of federal estate taxes according to the law then in effect. Attorney shall exercise its authority in a fiduciary manner and Attorney shall not have any power hereunder which would be deemed a general power of appointment for federal estate or gift tax purposes. An Attorney may not make or direct gifts to himself or herself, Attorney's estate, Attorney's creditors, or the creditors of Attorney's estate, but may make or direct such gifts to another Attorney or Standby Attorney acting hereunder. Any agent holding assets of mine which makes transfers pursuant to the authority given Attorney under the terms of this paragraph shall be held harmless by my Estate for any question concerning the authority granted herein and gifts made by direction of my Attorney.

2. Taxable Gifts. If my personally directed gifting program involved making taxable gifts to purposely use all or a significant portion of my federal unified credit, and if there is tax legislation that becomes effective after the date of execution of this Power of Attorney that increases the amount that may be gifted without resulting in a gift tax becoming payable, then my Attorney may make taxable gifts to use up more of my original federal unified credit and as well any additional credit given by changes in the federal tax laws. Such taxable gifts may only be made to those beneficiaries who would qualify to receive annual exclusion gifts as provided in Paragraph 1. above and the authorizations, powers and not inconsistent limitations referred to in Paragraph 1. above shall also apply to such taxable gifts.

3. Lifetime Advancements of Testamentary Gifts. To advance specific gifts, devises or distributions directed in my Last Will & Testament or Revocable Trust Agreement and to make advance gifts of charitable bequests and devises and charitable distributions directed in my Will or Revocable Trust Agreement, if making such advancements to individual beneficiaries would qualify such gifts as annual exclusion gifts (with or without gift-splitting with my spouse, if available) thus resulting in lower estate taxes in the settlement of my estate and if making such advancements to charitable beneficiaries would result in an income tax charitable deduction that

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would otherwise be lost if such distributions were made by my Trustee or Personal Representative after the time of my death. My Attorney may execute any and all documents necessary to declare in a contemporaneous writing that such gift is to be treated as a full or partial satisfaction of the devise, bequest or other distribution otherwise directed in my Will or Trust Agreement and my Attorney shall have such authority as shall be necessary or appropriate to discuss with and receive from the devisee or donee an acknowledgment in writing that such gift is in satisfaction or partial satisfaction of a devise, bequest or distribution otherwise directed in my estate planning documents that would not otherwise be made until after the time of my death. For purposes of calculating the value of such satisfaction or partial satisfaction, any property given pursuant to the terms of this power of Attorney during my lifetime shall be valued at the time the donee comes into possession or enjoyment of such property. It is my intention that this paragraph may be used after such time as I become incapacitated with a reasonable expectation that I am terminally ill in order to fully or partially satisfy distributions that would otherwise be directed after my death in my estate planning documents in order to save estate or income taxes by doing so. Distributions made under the authority of this paragraph by my Attorney in good faith and pursuant to the terms of the document my Attorney believes is my proper Last Will and Testament and/or proper Trust Agreement shall not be subject to question by my family or beneficiaries if such distributions were made in a reasonable good faith reliance upon the documents believed to be the appropriate documents, even if they subsequently turn out not to have been the appropriate estate planning documents.

4. Charitable Gifts. To ascertain the amounts normally given by me on a yearly basis or pledged to be given or indicated intentions to complete or make a single gift or series of gifts, and to make such charitable gifts and devises as I was accustomed to making, based upon my Attorney's ascertainment of my accustomed manner of giving and such pledges and intention and obligations as may be ascertained in Attorney's review of my personal financial records. It is my intention that such regular tithes, offerings, gifts and other charitable transfers as I am accustomed to making be continued after my incapacity and only discontinued by Attorney in such situation that Attorney determines that my own assets, income and estate that are available for my care and support are insufficient for the likely expenses of my support and maintenance until the time of my expected demise.

ARTICLE II

Termination, Amendment, Resignation and Removal

A. Power not Affected by Principal's Incapacity

This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his own estate. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

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B. Termination

This power of attorney shall remain in full force and effect until the earlier of the following events: (i) Attorney has resigned as provided herein; (ii) I have revoked this General Durable Power of Attorney by written instrument recorded in the public records of the county aforesaid, or (iii) a conservator shall have been appointed for me by a court of competent jurisdiction. This power of attorney may be amended by me at any time and from time to time but such amendment shall not be effective as to third persons dealing with Attorney without notice of such amendment unless such amendment shall have been recorded in the public records of the county aforesaid.

C. Resignation

In the event that Attorney shall become unable or unwilling to serve or continue to serve, then Attorney may resign by delivering to me in writing a Copy of Attorney's resignation and recording the original in the public records of the county aforesaid. Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this General Durable Power of Attorney.

D. Removal

Any person named herein as Attorney may be removed by written instrument executed by me and recorded in the public records of the county aforesaid.

ARTICLE III

Incidental Powers and Binding Effect

In connection with the exercise of the powers herein described, Attorney is fully authorized and empowered to perform any other acts or things necessary, appropriate, or incidental thereto on my behalf, with the same validity and effect as if I were personally present, competent, and personally exercised the powers myself. All acts lawfully done by Attorney hereunder during any period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind me and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled. The powers herein conferred may be exercised by Attorney alone and the signature or act of Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person, acting on my own behalf and competent. No person who may act in reliance upon the representations of Attorney for the scope of authority granted to Attorney shall incur any liability to me or to my estate as a result of permitting Attorney to exercise any power, nor shall any person dealing with Attorney be responsible to determine or insure the proper application of funds or property.

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ARTICLE IV

Miscellaneous

A. Exculpation

Attorney, Attorney's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my will or under any trust which I have created or shall hereafter create or any person whomsoever on account of any failure of Attorney to act pursuant to this Power of Attorney.

B. Definitions

Whenever the word "Attorney" or any modifying or substituted pronoun therefor is used in this Power of Attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

C. Severability

If any part of any provision of this Power of Attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Power of Attorney.

D. Compensation

Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to any provision of this Power of Attorney, but Attorney shall not be entitled to compensation for services rendered hereunder.

E. Restrictions

Notwithstanding any provision herein to the contrary, Attorney shall not satisfy the legal obligations of Attorney out of any property subject to this Power of Attorney, nor may Attorney exercise this power in favor of Attorney, Attorney's estate, Attorney's creditors or the creditors of Attorney's estate.

F. Reservations

Notwithstanding any provision hereto to the contrary, Attorney shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Attorney, and (b) any trust created by Attorney as to which I am a trustee.

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G. Construction

It is my intention that no property subject to this power shall be includable in the gross estate (for federal or South Carolina estate tax purposes) of Attorney under the Internal Revenue Code of 1986, as amended, or any other applicable section, if any, of federal and/or South Carolina law.

H. No Disruption of Estate Plan

If it becomes necessary for Attorney to liquidate my assets in order to provide support for me, or if liquidation or conversion of assets becomes necessary for any other reason, whether specified in this instrument or otherwise, or such liquidation is deemed by Attorney to be appropriate or convenient, I direct that Attorney, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to Attorney, whether or not such estate plan is embodied in a Will, a Trust, non-probate property, or otherwise. For example, if I own stocks or property that are specifically bequeathed to someone in my Will, I would want them to be the last sold for my care. If it is necessary to disrupt the dispositive provisions of such plan, then Attorney is directed to use Attorney's best efforts to restore the dispositive provisions of such plan as and when the opportunity to do so is available to Attorney. Attorney shall make reasonable efforts to obtain and review my estate plan and any person having knowledge thereof or possession of any documents implementing such estate plan is authorized to make disclosure thereof to Attorney, and to furnish Attorney with copies of such documents.

I. Health Care Power of Attorney and Living Will

If I execute a South Carolina statutory Health Care Power of Attorney, Declaration of a Desire for a Natural Death (Living Will) or other similar advance healthcare directive, then any provision therein that conflicts with any power given herein shall take precedence over and thus supersede any authority given in this Power of Attorney.

J. Revocation of Prior Powers of Attorney

I hereby specifically revoke any previous General Power of Attorney regardless of the state in which it was given and regardless of whether it was previously recorded or not. I specifically do not revoke any previously given Health Care Power of Attorney.

K. Appointment of Guardian, Constructional Preferences

I have selected the people I have named herein with the utmost thought and care. If any action is brought for the appointment of a Guardian or a Conservator, I wish to state in the clearest and most firm manner possible that I do not wish for a Guardian or a Conservator to be appointed on my behalf under any circumstances and I request that any court asked to appoint a

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Guardian or a Conservator specifically take into account my strongly held and strongly stated preference that my Power of Attorney be allowed to continue to act on my behalf as authorized herein.

L. Authority of Attorney to Delegate

Any Attorney shall have the right to delegate to any other Attorney, at any time or from time to time, all or any of the powers and discretions vested in such Attorney herein for such periods as such Attorney may determine. During the period of such delegation, the powers and discretions so delegated shall be exercised by the Attorney to whom such powers and discretions are delegated. Such delegation shall be made by delivering to the Attorney to whom such powers and discretions are delegated written notice specifying the powers and discretions delegated and the period of such delegation. Any person or institution to whom a copy of such delegation is delivered may rely upon the authenticity and empowerment of such delegation until actual knowledge is received of its revocation or expiration, and may allow the empowered Attorney to act thereunder without liability to me, my heirs or my estate.

IN WITNESS WHEREOF, as Principal, I have executed this Durable Power of Attorney as of this 30th day of June, 2011, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

Wilson Shealy

WILSON SHEALY, Principal

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ATTESTATION

The foregoing General Durable Power of Attorney was this 30th day of June, 2011, signed, sealed, published and declared by the Principal as the Principal's appointment and empowerment of an attorney-in-fact, in the presence of us who at the Principal's request and in the Principal's presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

W. [illegible] of Columbia, S.C.

Barbara Hammond of Elgin SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Personally appeared deponent and made oath that deponent saw the within named Principal sign, seal and as the Principal's act and deed deliver the within General Durable Power of Attorney and that deponent, with the other witnesses whose names are subscribed above, witnessed the execution thereof.

Barbara Hammond

SWORN to before me this

30th day of June, 2011.

[illegible] (L.S.)
Notary Public for South Carolina
My Commission Expires: 02/24/2013

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
Wilson Shealy, Sr.,	)	Civil Action No.: 2018-CP-32-00913
Plaintiff,	)	**AFFIDAVIT OF RENE SHEALY WELLS**
v.	)	
David Shealy,	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, Rene Shealy Wells, who first being duly sworn, under oath, deposes and states that:

1. I am over 21 years old and make this affidavit upon my personal knowledge except where stated otherwise.

2. I am the eldest daughter of Wilson Shealy, Sr. (My "Father"). My Father is elderly and suffers from diminished hearing. He also has a difficult time moving around. I have a power of attorney to act on behalf of my father, as does my brother Wilson Shealy, Jr. ("Wilson").

3. My Father lives alone at 1425 Frank Shealy Road, Leesville, South Carolina 29070. He has lived alone at this address since my mother Violet Shealy passed.

4. In December 2017, we started the process of cleaning up my father's property. We believed that David claimed ownership to some of the personal property located on the Property. Our attorney Richard Gleissner wrote to the Defendant David Shealy ("David") in an effort to get him to remove the property that he believed was his. Some of the items on my Father's property are scrap and have little value. We believed that David claimed ownership of some of this property.

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We attempted to serve this letter through the use of a process server. We gave the process server the address of David's wife, David's mistress and some friends of David. The process server made numerous attempts at serving David but David successfully avoided the process server's attempts.

5. On March 14, 2018, my Father brought this law suit to recover approximately $375,000 of funds that David had stolen, over $325,000 that David obtained through forging my Father's signatures and for other damages, including the determination of ownership of disputed property and for storage fees.

6. Again, David successfully avoided the process server in his efforts to personally serve David with the Summons and Complaint. We were forced to serve him by publication.

7. I would note that in David's affidavit, he still refuses to provide anyone with his current address and he still uses on his driver's license my father's address, a place where he hasn't lived in more than twelve (12) years.

8. I noticed in David's affidavit that he states that his "guns have been taken." These guns were located inside my father's house and we moved several to a secure location. The only way that David would know that the guns had been moved is if he had broken into my Father's house. After reviewing the affidavit, we inspected my Father's house for evidence of a break in. It appears that a window air conditioner was removed and access to the interior of the house was obtained through this window. We further noticed that several items had been removed from the house. We have filed a report with the Lexington County Sheriff's Office concerning this break in. We are unsure on which late night or early morning hour visit, David broke into the house. We have cameras on the property and have pictures of David coming on the property both in the late night and in the early morning hours. He is seen in these pictures removing property from my Father's land.

9. My Father has filed numerous complaints with the Lexington County Sheriff's office for trespass.

10. I recently learned that David went to a local salvage company, Brewer Scrap Metals in Trenton, South Carolina. He threatened the operators of that company if they had anything to do with the removal of the scrap metal from my Father's property and told them he was going to cut my head off. David is a violent man and I am fearful of my life and the life of my Father and other family members.

Further Affiant Sayeth Naught.

BY: _____
RENE SHEALY WELLS

SWORN TO AND SUBSCRIBED before me on this 20th day July, 2018.

_____
Notary Public for South Carolina

My commission expires: 03-15-2021

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LEXINGTON)	CASE NO.: 2018-CP-32-00913
)	
Wilson Shealy, Sr.,)	
)	
Plaintiff,)	
)	**AFFIDAVIT OF DAVID SHEALY**
Vs.)	**DEFENDANT**
)	
David Shealy,)	
)	
Defendant.)	
_____)	

BEFORE ME, the undersigned authority personally appeared David Shealy having personal knowledge and being duly sworn, deposes and says:

1. I reside and have resided in the County of Lexington, State of South Carolina for my entire life.

2. I was born on August 21, 1964. My parents are the Plaintiff, Wilson Shealy, Sr. and the late Violet Shealy.

3. I am married to Julie Shealy who resides at 324 Old Broad Street, Leesville, South Carolina 29070. I have not spent the night at 324 Old Broad Street, Leesville, SC for five (5) years.

4. My father, Plaintiff in this matter, resides at 1425 Frank Shealy Road, Leesville, South Carolina 29070.

5. I have lived on and off with my father, the Plaintiff for the last 53 years.

6. I have many items of personal property stored on my father's property located at 1425 Frank Shealy Road, Leesville, South Carolina 29070. I have learned recently that many of my vintage cars and guns have been taken.

7. I communicate with my father, Wilson Shealy, on a regular basis via my cell and/or with actual visits to his home in Leesville.

8. I did not learn of a lawsuit until my father, the Plaintiff mentioned to me, at the family home, located at 1425 Frank Shealy Road, Leesville, South Carolina, that "there is a restraining

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order against me". I then asked my father, the Plaintiff, who his lawyer was and he could not recall, which alarmed me.

9. With an overabundance of caution I asked attorney Billy Walker of Walker Morgan, LLC to see what was filed against him.

10. I first learned about this lawsuit on July 9, 2018 when my attorney, Mr. Walker looked on-line at the Lexington County Public Index and online database and found this lawsuit wherein my father, Wilson Shealy, had commenced this lawsuit against me.

11. The Lexington County Chronicle and The Dispatch-News was the newspaper for the publication, wherein the publication ran for three consecutive weeks. This is a newspaper that I do not read, in fact I do not subscribe to any newspapers as the news is available via the internet.

12. I timely engaged Mr. Walker for file the appropriate pleadings on my behalf to obtain relief from this Judgment.

13. I have at no time avoided being served this lawsuit, as I am easily reachable by telephone and or United States Postal Service. I have had the same cell phone number since 2001, which is seventeen (17) years.

14. I have had the same mailing address that is on my South Carolina Driver's License as 1425 Frank Shealy Road, Leesville, South Carolina 29070 since I got my driver's license.

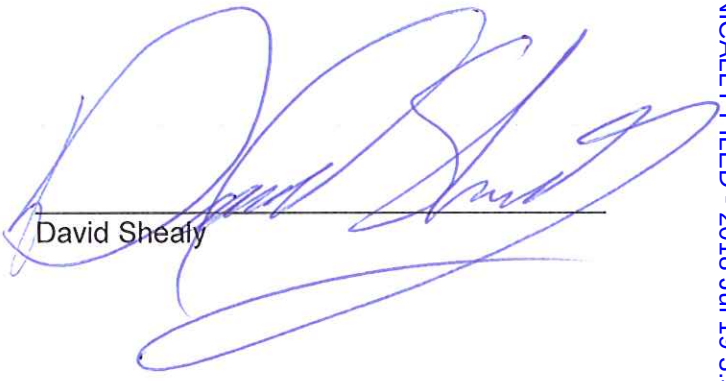
15. I further state that the allegations are incorrect and wrong and I have not had a viable opportunity to plea my defense and feel I am grievously prejudiced if this Judgment stands.

16. If given the opportunity, I would have accepted service of this lawsuit, so that I would be able to properly defend myself.

17. I have never stolen, taken or otherwise absconded anything from my father. It hurts me to the core of my heart that this lawsuit is happening. I have never in my entire life done anything purposely to hurt my father and I thought we were very close. I am prepared to address all these allegations that are wrong and denied. I believe there are ulterior motives of

my brother and sister.

Further Affiant sayeth naught.



David Shealy

SWORN to BEFORE me this

19th day of July, 2018

Notary Public for South Carolina
My Commission Expires: 4-11-2028

ELECTRONICALLY FILED - 2018 Jul 19 3:51 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

ELECTRONICALLY FILED - 2018 Mar 13 11:59 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
Wilson Shealy, Sr.,	)	Civil Action No.
	)	
Plaintiff,	)	
	)	
v.	)	**SUMMONS**
	)	
David Shealy,	)	
	)	
Defendants.	)	
	)	

TO THE DEFENDANT ABOVE NAMED:

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 to the said pleading upon the subscribers at their offices, 1237 Gadsden Street, Suite 200A, Columbia, South Carolina 29201, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

GLEISSNER LAW FIRM, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505

BY: s/Richard R. Gleissner
RICHARD R. GLEISSNER
SC Bar No.: 15139

ELECTRONICALLY FILED - 2018 Mar 13 11:59 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

s/Eric S. Bland
Eric S. Bland, Esquire
BLAND RICHTER, LLP
Attorneys for Plaintiff
1500 Calhoun Street
Post Office Box 72
Columbia, South Carolina 29202
803.256.9664

Attorneys for the Plaintiff
Wilson Shealy, Sr.

Columbia, South Carolina
March 12, 2018

ELECTRONICALLY FILED - 2018 Mar 13 11:59 AM - LEXINGTON - COMMON PLEAS - CASE#2018CP3200913

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
Wilson Shealy, Sr.,	)	Civil Action No.
	)	
Plaintiff,	)	
	)	
v.	)	**COMPLAINT**
	)	
David Shealy,	)	
	)	
Defendants.	)	
	)	

NOW COMES Wilson Shealy, Sr. ("Wilson" or the "Plaintiff"), and complains against David Shealy of 324 Old Broad Street, Leesville, South Carolina 29070 County South Carolina ("David" or the "Defendant"), as follows:

JURISDICTION AND VENUE

1. This suit is being brought in connection with real and personal property located in Lexington County, South Carolina.

2. This matter relates to actions taken in Lexington, South Carolina.

THE PARTIES

3. The Plaintiff is a resident of Lexington County, South Carolina. He resides on several acres of property located on Lake Murray in Lexington County, South Carolina ("Wilson's Property"). The Plaintiff is the father of the Defendant. The Plaintiff is elderly.

4. Upon information and belief, the Defendant is a resident of Lexington County, South Carolina. For a period of time, the Plaintiff entrusted his son, the Defendant to take care of several business items and placed a special trust in his son.

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GENERAL BACKGROUND

5. When Wilson was young, he started a crop dusting business. The crop dusting business was very successful. Wilson was a licensed pilot and accumulated several planes and accumulated a good many spare parts for various planes.

6. Because of his location on Lake Murray, his residence was an ideal location to operate his business and he constructed two run ways on his property to land and take off from.

7. Wilson constructed a hanger on the property to store his planes and parts. He constructed several out buildings to facilitate the storage of additional parts, including plane engines, props, wings, etc.

8. Also because of his knowledge of planes, Wilson had a thriving repair business and used the parts he had accumulated in that business.

9. As Wilson got older, he placed more and more trust in his son, David.

10. After Wilson's wife passed away, Wilson became more and more dependent upon David to take care of financial matters and placed a special trust in David to do what was in the best interest of Wilson.

11. David understood this special trust and accepted this special trust.

12. Over the years, Wilson had accumulated a good bit of personal property including salvaged cars, antique cars, planes, parts for planes, parts for automobiles, large tankers, various quantities of scrap metal, motorcycles, trucks, antique trucks, tractors, backhoes, graders, and other miscellaneous personal property ("Wilson's Personal Property").

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13. In addition, over the years, David purchased certain personal property, including some automobiles and some other items that could be used for scrap ("David's Personal Property"). David stored David's Personal Property on Wilson's Property.

14. David never paid storage fees for keeping David's Personal Property on Wilson's Property.

15. In addition to the property that David purchased, David would use Wilson's money to purchase other items and store these other items on Wilson's Property (the "Disputed Property"). Some of these items were titled in David's name. Some of these items did not have titles.

16. In December of 2017, Wilson sought to have David remove David's Personal Property from Wilson's Property. Wilson employed a process server to deliver a letter to David, but David has successfully avoided the Process Server and successfully avoided receving the letter requesting that David's Personal Property be removed from the Property.

17. In March 2008, a little over 70 acres of property was owned by Wilson and several other family members (the "Development Property"). The property is located at the intersection of Interstate 20 and Highway 1 in Lexington South Carolina. Wilson borrowed $3,500,000 from First Savers Bank to accomplish the purchase of the property from his family members so that he could make decisions on the development. First Savers Bank received a mortgage on the Development Property.

18. In addition to pledging the Development Property, Wilson was also in possession of approximately $400,000 of stock. He intended to use this stock and its value to make the payments to First Savings Bank while the Development Property was developed.

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19. In January 2011, a portion of the Development Property, approximately 1.480 Acres, was sold by Wilson. The proceeds were used to pay down the obligation to First Savers Bank. In October 2011, a portion of the property, approximately 1.544 acres was sold by Wilson. Again, the proceeds were used to pay down the obligation which, at that time had been transferred to Plantation Federal Bank. Through these two transactions, interest was paid in full, an interest reserve was created for the continued payment of the obligations, and the total obligation was reduced to $2,450,000. This Development Property is so valuable that through the sale of approximately 3 acres, the amount of the loan was reduced by $1,050,000.

20. After reducing the balance on the loan, David convinced Wilson that he should liquidate the stock and put the proceeds into a joint account so that it would be easier to use to pay the interest on the obligation. Wilson agreed and the stock was liquidated.

21. Because it was in a joint account, David gained access to these funds and instead of using the funds for the benefit of Wilson, David spent $375,000 on his own personal expenses.

22. In addition to taking the $375,000 for his own personal use, David arranged for a loan with TD Bank in the amount of $275,000. David executed the documents in Wilson's name, although he was not authorized by Wilson to do so. David used the proceeds of this loan for his own personal benefit. David did not pay on this loan and the balance grew to $324,000.

23. Wilson entered into a contract with Eagle Construction to allow Eagle Construction to take top soil from Wilson's Property. The contract provided that Wilson was to be paid one dollar ($1.00) per yard of top soil that was removed. Eagle Construction removed ninety thousand (90,000) yards of top soil. Instead of paying Wilson the $90,000 that was owed, Eagle Construction paid David. Therefore, Wilson was damaged by the $90,000 that he did not get paid.

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24. Wilson was the owner of several insurance policies. David liquidated these insurance policies and kept the proceeds for himself.

FOR A FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty)

The Plaintiff repeats and realleges the above-paragraphs as if set forth verbatim herein.

25. David was the fiduciary of Wilson.

26. David breached his fiduciary duty to Wilson by, among other things:

A. Taking the $375,000 from Wilson and using it for his own personal benefit;

B. Taking the proceeds from the TD Loan and using it for his own personal benefit thereby damaging Wilson in the amount of $324,000;

C. Damaging Wilson in the amount of $90,000 by taking the proceeds due from Eagle Construction and using it for his own personal benefit;

D. Selling the insurance policies and using the proceeds for his own personal benefit;

E. Purchasing the Disputed Property and titling the property in his own name; and

F. Storing David's Personal Property on Wilson's Property, failing to pay storage fees, failing to remove the property and avoiding the requests of Wilson to remove his David's Personal Property.

27. Because David took the $375,000 that was to be used to pay the interest on the loan associated with the Development Property, Wilson did not have the funds necessary to make the monthly payments. South State Bank as successor to Plantation Federal Bank brought a foreclosure

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action. That foreclosure action is proceeding. The property is worth in excess of $4,800,000. The debt is $2,400,000. Because of David's breach of fiduciary duty, Wilson could lose $2,400,000 of equity that he has in the Development Property.

28. Wherefore, as a direct and proximate result of David's breach of fiduciary duty and defalcation of trust, this court should enter an order granting damages against David in the amount of $375,000, plus $324,000, plus $90,000, plus the proceeds of the insurance policies sold by David, plus $2,400,000 that Wilson could lose as a result of the possible loss of the Development Property.

FOR A SECOND CAUSE OF ACTION
(Defalcation of Trust)

The Plaintiff repeats and realleges the above-paragraphs as if set forth verbatim herein.

29. The funds placed into the bank account from the liquidation of Wilson's stock were to be used to keep the interest payments current on the Development Property.

30. Instead of using the funds for this purpose, David used the funds for his own personal benefit.

31. The improper use of the funds constitutes the defalcation of trust.

32. Wherefore, by the direct and proximate result of David's defalcation of trust, Wilson has been damaged in an amount to be show at trial.

FOR A THIRD CAUSE OF ACTION
(Conversion)

The Plaintiff repeats and realleges the above-paragraphs as if set forth verbatim herein.

33. David converted funds that were rightfully the property of Wilson.

34. David converted these funds to his own personal use and benefit.

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35. David has refused to return the funds and has permanently deprived Wilson of the use of these funds.

36. Wherefore, as a direct and proximate result of David's conversion, Wilson has been damaged in an amount to be shown at trial.

FOR A FOURTH CAUSE OF ACTION
(Constructive Trust and Resulting Trust)

The Plaintiff repeats and realleges the above-paragraphs as if set forth verbatim herein.

37. The Disputed Property was purchased using funds from Wilson.

38. Wherefore, this Court should declare that all of the Disputed Property is held in a Constructive Trust or Resulting Trust for the benefit of Wilson.

39. To the extent that any of the Disputed Property is titled in the name of Wilson, this court should enter an order providing that the Disputed Property should be retitled in the name of Wilson.

FOR A FIFTH CAUSE OF ACTION
(Sale of Personal Property to Pay Storage Fees)

The Plaintiff repeats and realleges the above-paragraphs as if set forth verbatim herein.

40. David has been storing David's Personal Property on Wilson's Property.

41. David has not made arrangements to remove this property from Wilson's Property.

42. David should be required to pay storage fees for storing David's Personal Property.

43. Wherefore, the Plaintiff prays that this court allow the Plaintiff to sell David's Personal Property, if not removed in a timely manner, to pay the storage fees for allowing David to store this property on Wilson's Property.

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WHEREFORE, the Plaintiff demands a jury and prays for judgment and other relief against the Defendant, as follows:

(a) For actual damages, plus interest;

(b) For special damages, plus interest;

(c) For punitive damages;

(d) For the costs of this action;

(e) For an order allowing the sale of David's Personal Property located on Wilson's Property;

(f) For an order determining that the Disputed Property is Wilson's and should rightly be titled in Wilson's name;

(g) For reasonable attorneys' fees; and

(h) For such other and further relief as is just and proper.

GLEISSNER LAW FIRM, L.L.C.
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505

BY: s/Richard R. Gleissner
RICHARD R. GLEISSNER
SC Bar No.: 15139

s/Eric S. Bland
Eric S. Bland, Esquire
BLAND RICHTER, LLP
Attorneys for Plaintiff
1500 Calhoun Street
Post Office Box 72
Columbia, South Carolina 29202
803.256.9664
Attorneys for the Plaintiff, Wilson Shealy, Sr.

Columbia, SC
March 12, 2018

State of South Carolina	)	Court of Common Pleas
	)	Eleventh Judicial Circuit
County of Lexington	)	Case No. 2021-CP-32-00633

Rene Shealy Wells and Wilson Shealy, Jr., as Co-Personal Representatives of Wilson Shealy, Sr.,	)	
Plaintiffs,	)	
-vs-	)	Transcript of Record
David Shealy,	)	
Defendant/Third-Party Plaintiff,	)	
-vs-	)	
Rene Shealy Wells and Wilson Shealy, Jr., as Co-Personal Representatives of Wilson Shealy, Sr.,	)	
Third-Party Defendants,	)	

August 4, 2022
Via WebEx

B E F O R E:

The Honorable Walton J. McLeod, Judge

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

Eric S. Bland, Esquire
Richard R. Gleissner
Attorneys for the Plaintiffs/Third-Party Defendants

James Derrick Jackson, Esquire
Attorney for the Defendant/Third-Party Plaintiff

Transcribed by:
Krystal J. Smith
Official Circuit Court Reporter III

THE COURT: All right. We'll just see how we do here. But so this is Rene Wells and Wilson Shealy, Jr., as Co-Personal Representatives of Wilson Shealy, Sr., versus David Shealy and various other family members.

I have to start by saying I feel like this is deja vu all over again. I know I remember. I don't remember a lot of specifics, but I remember being involved in a hearing I think with Mr. Walker, you know, prior to COVID. That's the best I could describe it.

So has this case made any progress or are we still sort of in the same pattern as we were then?

MR. BLAND: Probably in the same pattern, Your Honor. This is Eric Bland. Mr. Shealy, unfortunately, I guess, since our last hearing he has passed away in December of 2020. There have been some discussions on resolution, but I don't think they have really gained the kind of traction that we all would like to see.

We're up against the deadline with Dominion Energy granting a 60-day extension beyond August to get everything off the property because Mr. Shealy, who passed away, was a tenant, a life tenant on that property. So what has happened is basically that since then.

There hasn't been really any discovery that has been done since I think we saw you last, other than new counsel, Derrick

and Toby Ward, and Mr. Walker getting out of the case.

So that's basically the status of it, wouldn't you say, Derrick?

MR. JACKSON: I would agree that's a -- that's a summary all right.

THE COURT: And maybe I didn't read every single line. I tried to look through these memoranda earlier this morning, but I mean has David Shealy provided any lists of what his personal property is out there at this site?

MR. JACKSON: Yes, Your Honor. He -- there's an affidavit on file that we prepared based on Mr. Shealy's information, and it contains about 15 or 16 pages, itemized lists with a map where he thinks all the things are located and all the personal property that he believes is on the property.

THE COURT: Is that the affidavit that was filed on August 1st?

MR. JACKSON: Yes, Your Honor. And there was some -- there was some memorandums that was sent before to the opposing counsel, probably before we were involved in the case, but the affidavit, yeah, is attached. It was the one with the 15 or 16 pages of property.

MR. BLAND: Your Honor, that'll be the subject that we discussed this morning. You know, as you know, there was extensive hearings in front of Judge Spence all along --

THE COURT: Right.

MR. BLAND: -- for the past five years, and at his direction, he ordered that Derrick's client, David Shealy, submit a list of what he claimed his property was, and he did.

And what has happened is since that list, it's -- it's kind of grown at each juncture. The original list has expanded now to 15 pages, and Rick is going to talk about that in detail, but that is a subject of dispute in this litigation.

THE COURT: All right. So Judge Spence ordered that a list be completed and at least a list was done, but you're telling me the list has since expanded?

MR. GLEISSNER: Your Honor, this is Rick Gleissner, and I represent the estate. And can you hear me, Judge? Am I okay?

THE COURT: Yeah. I can hear you now. Before I wasn't able to hear you well.

MR. GLEISSNER: I'll talk up a little bit, Judge. [I*naudible*] -- I mean from the microphone.

Your Honor, with us besides myself and Eric Bland is -- we've actually got our clients in the background, and I don't know if you can see. That's -- that's Rene Wells, that's Wilson Shealy, Jr., and that's Mimi Shealy. So, Your Honor, that’s the reason why we're sitting here in this conference room is so that the clients --

THE COURT: Good morning.

MR. GLEISSNER: -- can be with us. They're very interested in this motion for summary judgment.

And what happened, Your Honor, was on -- we filed a motion for a preliminary injunction, and we -- what happened was David Shealy and his previous attorney, Billy Walker, they were coming on the property, and they were taking stuff off the property that they didn't have any proof was David Shealy's. They were also making some threats against the lives of my clients.

So we made a motion for a preliminary injunction to stop any of that stuff and, fortunately, we were able to resolve that with a consent order. And as a part of that consent order, we gave David -- David Shealy, the defendant, the opportunity to present a list of stuff that he wanted to have preserved on the property, and so that's the list that we're talking about. The list was filed on July, I believe, 25th of 2018, and that's the only list that's been filed with the Court prior to the affidavit that was submitted in opposition to the motion for summary judgment.

And if you'd like, Your Honor, I'd be glad to start my argument on the motion for summary judgment, but I just wanted to give you a background, basically, a little history on the -- on the preliminary injunction.

THE COURT: Okay. Just one second here. Let me --

MR. JACKSON: Your Honor, just to be fair too, I mean a

lot of Mr. Shealy's records and other things related to this property was on the property itself. And so when he was barred from coming on and going to his bedroom where he lived a good part of his life, his records were there. And so it's not like he's willfully not tried to produce these records.

THE COURT: Right. Well, and I know there's been at least one injunction and then a partial modification of the following injunction, but in the past three years, has Mr. David Shealy at least made it onto the property at all?

MR. JACKSON: He's not. He's -- and I know that's a matter going to be a matter of dispute. He would testify and I guess Mr. Walker would testify that they tried to come on the property, and it was always can't do it now, you've got to have approval, you got to do this, got to do that.

There was a modification to the injunction which specifically allowed him to come on, but he had to come on with a third party approved by Mr. Gleissner's clients, and it was -- it was so extreme that he couldn't even go into the house. He would have to have a video with the third party going into the thing just to look at the stuff.

MR. BLAND: Your Honor, he actually did come on the property with Billy Walker one time, and the second time we offered a new -- dates from the third party who was going to be the monitor and -- and they never availed themselves of coming on the property. And this was -- this predates Derrick

that show that there was at least some work going on to try to resolve the dispute, like visits to the property. You know, I haven't looked at the newest affidavit perhaps.

MR. JACKSON: Well, Your Honor, I would also say we had filed a motion, which I think Mr. Gleissner has objected to having heard today, to modify the injunction so he can come on the property to get the stuff that at least is his or at least we could remove it to a third party, a third site or somewhere, storage until we can sort out the ownership issues.

THE COURT: Well, time is of the essence here. That's what I --

MR. JACKSON: Well, exactly. That's why we -- you know, especially when they filed the -- had the auction set up and everything else. So --

MR. BLAND: Your Honor, we had Tom Traxler, who I consider to be the best mediator in the state, to try to mediate this dispute, and we got pretty close. I mean, it was -- it was close enough that the last thing was for him to do a list of what his property was and, you know, it expanded from the original list.

And I understand what Derrick is saying and it broke down, and we -- we've made a good attempt to try to mediate. I mean, certainly somebody of your caliber and experience -- I don't know whether you would be the trial judge on this, but we welcome anything to try to see if we can get a resolution

for this family. I mean, the father's gone. The will is clear. You're going to hear about probate in our arguments, but --

THE COURT: Oh, yeah, I saw that.

MR. BLAND: If there's a suggestion, you know, Toby, Derrick, and Rick, and I are certainly open to it. At least we are, I think. I think I could --

MR. JACKSON: Yeah, I could say we -- certainly, we are too.

MR. BLAND: You got just bad blood here, you know?

THE COURT: I know. I realize that, and -- and I don't know if it's -- it's tough for me to -- on one hand, I hear we've tried this. Oh, no, we didn't do that. You know, it's --

Mr. Bland, the only thing -- example I'd say is that we sort of had a forced meeting in the -- in the gun range case.

MR. BLAND: Right.

THE COURT: Where I actually went out to the property.

MR. BLAND: It worked.

THE COURT: I don't know if that would be worth trying here or not. That's about the only thing I could think of, but I don't want to -- at least it would give me some context.

MR. BLAND: Your Honor, we just want to --

THE COURT: But the problem is we don't have much time.

MR. BLAND: Right.

THE COURT: I mean, what's the real drop-dead date for Dominion?

MR. BLAND: Your -- your visit to the property was the genesis of us settling that gun case. I'm not blowing smoke up you. I'm just telling you the truth. It really, really helped.

MR. JACKSON: Well, the judge just asked a very salient question, which I don't know the answer to because we're not parties to -- parties to the Dominion's REO agreement. Would they extend that for any reasonable length of time?

MR. GLEISSNER: They have extended it for 60 additional days.

THE COURT: From when?

MR. JACKSON: So it's no longer August 31st?

MR. GLEISSNER: It's no longer August 31st, and it's 60 days from then.

MR. BRAND: October 30th.

THE COURT: Well, I do have -- regarding some schedule change, I have time the week of August 22nd.

MR. BLAND: We can do it.

THE COURT: I -- we would -- we could do it early in the morning because it's August, but the real question is what would -- so, I mean, what would make the most sense? Obviously, Mr. Shealy would have to be on the property. We'd have to -- the attorneys would obviously have to be there, not

only to observe everything, but to, frankly, help keep the peace, and that would be the goal.

A visit out there would not be for the purpose of making legal arguments. It would, frankly, just be for the purpose of just making sure I've seen exactly what everyone else is seeing because it's a really abstract thing for me to try to think about right now.

MR. BLAND: Well, it's overwhelming, Your Honor. You're talking about -- and there's already been, you know, probably 80 or so junk cars already sold and scrapped, but there's probably 150 cars out there in one shape form or another. There's broken-down farm equipment, broken-down machinery equipment, and then there's a ton of airplane equipment that was bequested to Wilson Shealy.

I mean, you will be stunned, and you won't be stunned. I mean, if somebody's lived on that property and the families for a hundred years, a hundred and some years, the accumulation is amazing.

MR. GLEISSNER: Your Honor, we've got an auction set, and the last thing we want to do is have David Shealy come on the property either during the auction or while the people are removing the properties that they bought at auction to interfere with that auction. He has in the past interfered with the moving of items from the property. He has been arrested for that purpose.

THE COURT: When is the auction?

MR. GLEISSNER: When is the auction? The auction is August 12th --

MR. JACKSON: 12th and 13th.

THE COURT: Next week?

MR. GLEISSNER: 12th and 13th, Your Honor, and the move outs will be the following two weeks after that.

And this is an aviation auction. It will have some other parts. It does not include any of the property that is the subject matter of the injunction that Mr. Shealy -- David Shealy has previously claimed.

MR. JACKSON: Well, the -- the injunction that was entered way back when just basically says you won't sell any of the, quote/unquote, claimed properties. It mentions a backhoe and a few other specific items, but it says anything that he claims on his list. At least that's my understanding, and he's filed a list and some of the aircraft parts are included in that, I think.

MR. GLEISSNER: Just his list. He doesn't claim any aircraft parts.

THE COURT: What's that?

MR. JACKSON: I'm sorry. I didn't hear you, Rick.

MR. GLEISSNER: His list. It doesn't include any aircraft parts, and all of the aircraft stuff, as I've provided to the Court, was sold well before any of this

litigation became involved.

THE COURT: And you're telling me that the auction is a set thing? Is there an auctioneer coming or --

MR. GLEISSNER: Yes, Your Honor. Starman Auctions are coming, and they've already started the process of setting up the place. There has been significant cleaning up of the property. There has been -- because, you know, you've got to allow -- you've got to allow bidders access to the -- to the items. So I mean there's been a significant amount of cleanup associated with the property just to get ready for the auction. Auction brochures have been sent. Items have been tagged.

I mean, you know, Your Honor, we're getting ready for an auction starting August 12th and 13th, and we're selling everything. Well, not everything. We're selling all the aviation parts because we've got to get that stuff off the property, and we've got to get -- we've got to monetize that asset. That's all there is to it.

MR. BLAND: It's a hundred foot -- it's probably 150 foot by 100 feet wide, floor to ceiling, 40 feet of parts that you can't even walk the last time I was in there. So it would -- I would be scared for anybody to walk in there because it was so tightly packed that something could fall or somebody could cut their hip trying --

THE COURT: Do we know if Mr. Shealy is making claims to

some or a bulk of the parts in that space?

MR. JACKSON: Your Honor, if you -- in his affidavit, he mentioned specifically the affidavit -- I mean the auction. It's attached. The screenshot of the auction is attached to his affidavit, and he says in reviewing the items listed -- because there's not, like, a parts list. There's pictures on the website which shows the auction items, and he does say that some of those items are his.

MR. GLEISSNER: And -- and he has no proof, Your Honor, absolutely no proof that any of that stuff is his and, Your Honor, I've asked in interrogatories and request to produce, and he hasn't provided any evidence of any alleged claim.

MR. JACKSON: And the same could be true of Mr. Shealy during his lifetime. What is his proof that he bought it? I mean, it's basically they -- two people accumulated a bunch of stuff on their property. You excluded him off his and say now prove to me what you own. That's kind of hard to do. I mean, if I tell you do not -- to just stay out of your house and prove to me that you own your couch, how are you going to do that?

THE COURT: My question is really is there a list of items that we can at least potentially agree on to hold off on auctioning off next week?

MR. JACKSON: Yeah. Well, I've talked to David about that, doing that, and I've also talked to him if -- if --

would he -- is he willing to transfer any kind of claim to the proceeds of the first to let the auction go through? That's a possibility. I'm not sure. I've got to get that clarified with him, and obviously soon.

THE COURT: All right. Let's get that clarified.

MR. BLAND: Your Honor, here's the bottom line you're going to hear in summary judgment. You're dealing with the pleadings of this case.

There's two fatal flaws that David Shealy has not done, and it's not on Derrick and Toby. This is on his prior pleading, his answer and counterclaim that he's done. There is no cause of action for claim and delivery. There is no cause of action for replevin. He is seeking money damages in every one of his causes of action. There is not a claim for recovery of property.

So whatever claim that you may determine, if any survives today, are nothing but money damages claims. So there's no -- he doesn't have a basis to stop it because he doesn't have a pleading on file for claim and delivery or replevin.

MR. JACKSON: Your Honor, that's correct. But I mean, obviously, he has conversion and other claims basically relating to title to the property. I mean either they sold it and -- and he's entitled to the value of it or they've still got it and he gets it back.

THE COURT: Well, let me -- I'm just looking at his

affidavit now and I -- y'all may not have it directly in front of you. This is Exhibit B. It's a bill of sale for a tractor backhoe.

MR. JACKSON: That's an example, Your Honor, that was done where they transferred something that he has title to before -- you know, before Mr. Shealy's death. That was something that David had -- had claimed ownership that was transferred or sold by Mr. Shealy prior to his death.

MR. GLEISSNER: And prior to the injunction being entered, Your Honor.

MR. JACKSON: Yeah. Prior to the injunction. Yeah. I'm not claiming that.

MR. GLEISSNER: Prior to the injunction, Your Honor. That was transferred before July of 2018.

THE COURT: Well, I could -- I don't know, guys. Would it -- would there be any benefit of meeting out there at the property at 6:30 tomorrow morning?

MR. BLAND: Sure.

THE COURT: We can make our arguments here. I'm not -- I mean, we can finish that, but I'm just trying to see is there any way that we can get y'all close enough to resolve where you can't help but resolve.

MR. BLAND: If you want to meet at 6:30, we'll be there at 6:30.

THE COURT: Well, do I want to do it? No, I don't want

to do it, but I feel like I need to do it.

MR. JACKSON: I could.

THE COURT: Where is the property exactly located? What's the address? Oh, y'all are talking with your clients.

MR. JACKSON: 1425 Frank Shealy Road.

THE COURT: Let's see. Where is that? It's on the lake?

MR. GLEISSNER: One of my clients can't make it tomorrow. He's -- he's got to go to work tomorrow, but I have two clients that will be there tomorrow, and they have a key to the gate so that we can get in. So you want to meet there at 6:30, Your Honor?

MR. BLAND: And we're very honored, Your Honor, that you would be willing to do it at that hour. Just it's amazing. Thank you so much.

THE COURT: Well, so it's -- oh, it's -- okay. It's right across from Dreher Island. Okay. 378. It's a pretty good -- that's a pretty good -- it'd be quicker to get there by boat if it were an option. Okay.

MR. GLEISSNER: You go out 378 and you turn right at the end marker.

THE COURT: And I mean, counsel --

MR. GLEISSNER: I'll send you a map.

THE COURT: And, counsel, it may be worthwhile for us to talk just in a phone conference before prior to that, but you know, if nothing else, if we could try to figure out tomorrow

what, if anything, is not eligible for the auction or -- you know.

First of all, Derrick, your client is available; right?

MR. JACKSON: I'll have to contact him. He's not --

THE COURT: Let me be clear. Tell him he's available.

MR. JACKSON: (*Inaudible*] Rick's cell.

THE COURT: I expect him to be there.

MR. JACKSON: But I will have him called.

THE COURT: Well, I expect him to be there.

MR. JACKSON: Okay.

THE COURT: All right? If I can go, he can go.

MR. JACKSON: Absolutely.

THE COURT: Let's -- and that -- so that'll get him on the property, look at it with his own eyes. Lawyers will be present, two family members. It would give me some context.

Why don't y'all go ahead and pivot into summary judgment?

MR. GLEISSNER: Your Honor, I filed a motion for summary judgment based upon the fact that the -- the fact that -- I don't think any of these facts are in dispute. The father passed away on December 30th, 2020. The probate estate was opened on January 15th, 2021. Rene Shealy Wells and Wilson Shealy, Jr., were appointed as the personal -- co-personal representatives.

There was a great deal of property on his property at the time of his death. On the date of his death, pursuant to the

will, all personal property was passed into a trust. The probate estate remained open for the mandatory one year following the father's passing.

No claims against anything, personal property or conversion or anything else, was made by David Shealy or any other potential creditors. As provided in the will, all the personal property passed into the will. And -- and right now, the personal representatives entered into an agreement with Dominion to get access to the real property for the purpose of disposing of the -- of the personal property.

Your Honor, we're arguing there's -- there's no challenge, no anything in the probate estate. The probate estate is now over a year and a half old.

So as it relates to why I'm moving for summary judgment, Your Honor, the section of the Code is 62-3-803(a)(1). It is very clear. It says all claims against the decedent's estate which arose before the death of the decedent, whether that be in contract or tort or any other legal basis, are barred against the estate, the personal representative, the decedent's heirs, the devisees, the non-probate transferees of the decedent. So everything is barred one year after decedent's death.

And Judge, this isn't a statute of limitations. This is a non-claim statute. This statute provides that you do not have jurisdiction to rule on any claim against the estate one

year after the death of the decedent. So it includes not just my clients, the probate estate, the personal representatives, but it also includes the decedent's heirs, devisees, and non-probate transferees of the decedent.

So, Your Honor, if you look at the third-party complaint -- I mean the answer and third -- and counterclaim and third-party complaint and, as I set forth in my motion, he has brought actions for conversion, he has brought actions for civil conspiracy, he has brought actions for breach of fiduciary duty, and he has brought actions for negligence. Now, he subsequently has withdrawn his breach of fiduciary duty claim.

THE COURT: Now, we're talking about the original case before it was 40(j)'d, those pleadings; right?

MR. GLEISSNER: And -- and as restored, Your Honor, yes.

THE COURT: Right. I just have to go to a different --

MR. GLEISSNER: You have to -- yes, you have to go back to different -- yes.

MR. BLAND: February 19th, 2020, is his pleading.

MR. JACKSON: That's the amended. Yeah, that's the amended third -- amended answer and third-party complaint.

MR. BLAND: That's the one that's left. And this was not your --

THE COURT: Okay, I see it. I see it. I see it. Okay.

MR. BLAND: This wasn't drafted by Derrick or Toby.

THE COURT: Okay. Understood.

MR. BLAND: They didn't do this.

MR. GLEISSNER: So those are the four causes of action that he has. And of those, the breach of fiduciary duty cause of action has been withdrawn in the latest pleading by Mr. Ward.

And if you look at the prayer for relief, Your Honor, prayer for relief on the last page is asking for the complaint to be dismissed. He's asking for a monetary judgment against the plaintiff and third-party defendants. He is asking for a monetary judgment against the third-party defendants based on the third-party complaint, and that's it. There is no replevin. There's no action for anything that's claim and delivery. None of that.

And, Your Honor, the reason why my motion says that he may be making a claim for personal property is because in paragraph 13 of my original summons and complaint, I state that David purchased some personal property, including some automobiles and some other items that could be used for scrap, and I defined that as David's personal property and I say David stored that personal property on Wilson's property. And in his --

THE COURT: Which paragraph? Which paragraph, please? I'm sorry.

MR. GLEISSNER: My paragraph 13.

THE COURT: Your paragraph. Okay.

MR. GLEISSNER: My paragraph in the summons and complaint, and he has admitted that paragraph. However, also included in my original summons and complaint is paragraphs 40 through 43 in which I say David has been storing David's personal property on Wilson's property, and he denied that paragraph. I say David has not made arrangements to remove the personal property from Wilson's property, and he has denied that paragraph.

So, Your Honor, as it relates to the personal property, according to the -- his answer, he has denied that he is storing his personal property on Wilson's property. So that's the reason why in my motion for summary judgment I said he may be claiming some personal property in there and specifically some automobiles and some scrap.

Now, as it relates to the non-claim statute, I cited at length the cases that talk about the non-claim statute. I don't think anybody has argued. In their memorandum in opposition to the motion for summary judgment, I don't believe they've argued that as it relates to the claim for conversion, claim for negligence, the claim for civil conspiracy, all of those claims under the non-claim statute need to be dismissed because they're all in tort, and tort claims go away.

What they seem to be arguing -- and in their memorandum in opposition to the motion to dismiss, they seem to be

arguing just as it relates to title to property. They seem -- well, they actually have two arguments.

The first argument is that the case that was dismissed wasn't really dismissed, it was still pending, which I cited at length in the memo that, in fact, the 40(j) is a dismissal. It's not -- the case is not -- not pending during the 40(j) dismissal. Okay? The only thing --

THE COURT: Well, it would be a dismissal without prejudice. It's --

MR. GLEISSNER: That's correct.

THE COURT: It's --

MR. GLEISSNER: But -- but it is --

THE COURT: What's the big point about 40(j)? I want to make sure I understand what you're saying.

MR. GLEISSNER: Well, the only -- well, what the cases talk about 40(j) is the only thing that 40(j) does is it tolls the statute of limitations. The case is dismissed. It has gone away, and if you re-bring it in one year, then you've got the statute of limitations tolled, and that's all that 40(j) does and that's what the cases say.

And that's what the case that I cited -- I mean, yeah, I don't know if you've had an opportunity to review my -- my first supplemental memorandum, but I mean, it's -- literally, all I did was take a case from the Supreme Court and quoted it for two and a half pages.

THE COURT: What day -- what day was that filed? Which one was that? There are a lot of memos here.

MR. GLEISSNER: Yeah. I'm sorry, Your Honor. That was filed the day before they filed their memorandum. So that would have been -- oh, gee, August -- I think they filed theirs on August 1st, so I must have filed mine on July 29th.

THE COURT: Got it.

MR. GLEISSNER: Got it? And that case is pretty clear that dismissal, in fact, means dismissal.

So the second thing they seem to be saying in their memorandum is that excluded from the -- the non-claim statute is when you're disputing title to property. And it's important that the Court notes that in all of the, quote/unquote, disputes over title to property, the title to the property has to be in the hands of the personal representatives.

And in this case, let's look at the affidavit of David Shealy as it relates to what he is saying in terms of the property. What he is saying in terms of the property, he's not saying I have title to this, I have title to that. What he is saying beginning in paragraph 7 is they began to systematically dispose of my personal property with my consent under the guise of claiming it was my father's property.

Well, Your Honor, that's a conversion claim. That gets dismissed.

contest title.

But, Judge, as I've provided for in my supplemental memorandum, all of the aviation parts got sold well before the -- the -- well before the probate estate, well before Mr. Shealy died and well before this lawsuit was brought. All of the aviation stuff was sold a long time ago.

As it relates to all the rest of Mr. Shealy's personal property, all of the personal property on that -- on Mr. Shealy's property was transferred to a trust, and that trust is in possession of the property, not the probate estate.

So as it relates to the exclusion relating to title, that -- that is the title. Right. It goes directly to the non-claim statute, and the non-claim statute could not be clearer, and the case law interpreting the non-claim statute cannot be clearer that the only exclusion associated with title is specific assets in the hands of personal representatives.

Now, Your Honor, I did go into quite a good deal of length as it relates to Mr. Shealy -- David Shealy's complete lack of proof as it relates to any asset on the property and his complete lack of proof as to relates to any income that he might have as it relates to the ability to purchase any personal property.

I mean, this is a guy that hasn't filed a tax return since 1992. He refuses to provide any information about the source of any income, and yet he claims that he bought tens of

thousands of dollars' worth of equipment, which is just beyond credibility.

And so, Your Honor, as it relates to the motion, we believe that we are entitled to the motion for summary judgment based upon the non-claim statute, and the non-claim statute specifically provides for the elimination of any cause of action founded on contract, tort, or other legal basis. And so that's the reason why we filed our motion for summary judgment, and we would ask the Court to dismiss the counterclaims against my client and the third-party complaints against Mr. Bland's clients.

MR. BLAND: Well, I'm going to argue the third-party, but I don't know if you --

Derrick, do you want to argue against his summary judgment first?

MR. JACKSON: I'll do it whichever way the Court prefers. I think it makes sense to reply to Mr. Gleissner's argument before you get into yours, but --

THE COURT: Okay.

MR. JACKSON: -- I'll defer to the Court.

MR. BLAND: Go ahead, Derrick.

MR. JACKSON: Thank you, Your Honor. Derrick Jackson on behalf of David Shealy. A couple of points and -- you know, that I'll argue.

First of all, procedurally, I guess you have to look at

the posture where the parties are. Rick represents what's Wilson Shealy and now Wilson Shealy's estate and the personal representatives. That's Rick's clients, and that's why he's raising the claim bar statute and the probate code provisions. Eric represents the third-party defendants, and that's what his motion is about. So you'll know who's on first. Okay?

Addressing Rick's arguments about the claim, there is an exception to filing claims, and it's a commonsense exception and that's why the 40(j) comes into play and all the arguments, and that's under 62-3-804. It says notwithstanding any other provision of this section, no presentation of claims is required in regard to matters claimed in proceedings against the decedent, which were -- and here's the magic word -- pending at the time of decedent's death.

So this claim against Wilson Shealy, the counterclaims, which would be what Rick would be defending now against for the estate, were filed back in 2018 prior to Wilson Shealy's death. It was amended in 2020 prior to Wilson Shealy's death.

And so the case was 40(j)'d. I attached to a copy of my return Billy Walker's letter to counsel saying this matter has come up for trial. Do you want to try it by ambush like the old days or do you want to 40(j) it? And the parties 40(j)'d it by consent.

I disagree with Rick's legal interpretation that a 40(j) is equivalent to that means the action is no longer pending.

If the action was no longer pending, then perhaps the injunction was not good for a year. How could the injunction be good and enforceable if an action was not pending upon which it was based?

And further, I quote some cases which talk about the word "pending." Their Michigan case -- but, you know, if you look at the plain letter and the intent of the statute, it talks about Black's Law Dictionary defines the term as a state of action after it has begun and before the finished disposition of it. Okay? The Michigan Supreme Court -- I cite that case and they're an action not yet completed before the conclusion or prior to the completion of the action.

Well, this action has not been completed. Therefore, it is still pending. The fact that procedurally it was 40(j)'d and just taken off the active roster and then restored by a motion, it didn't have to be filed and served all over again.

And so, you know, our position is clearly that given the -- the reason, of course, for that exception in the probate code is it doesn't make sense for someone who's already sued the -- the decedent to refile an action procedurally and file a claim in probate court when you have an action that's pending, and that we would submit, you know, under a commonsense or a -- even a plain reading of the word "pending" would control in this situation.

And we would further also argue that that shouldn't be

decided on a summary judgment matter, that particular term, because if it -- if it is, it's a novel issue that hasn't been decided before by our courts that I'm aware of.

The second thing, which was -- Rick was going into in more detail and -- and let me be clear, if the Court finds that the pending -- that the case was still pending despite the 40(j), which I think it should, then all this -- all his other arguments are moot. It all goes away. It's not subject to the non-claim statute at all. Okay? And that's just a plain simple interpretation of 62-3-804 and that -- that you don't have to file a claim if the claim is pending between the parties.

The second argument which Rick went into and which he responded to yesterday afternoon was our argument about the definition of "claim," and title disputes are not considered claims under the probate code. They can be resolved. They need to be resolved. Although you don't have to file a claim, they need to be resolved elsewhere. The Court doesn't have jurisdiction over title disputes.

And you're -- they're correct that in the original pleadings apparently filed by Billy Walker, he danced around the issue about ownership and replevin and claiming the property, but it's throughout all the pleadings that he's really claiming title to the property that's owned that's there. That's why the conversion is, and if we need to amend

or update the pleadings now that we're counsel to make that clear, that's been an issue from the get-go in terms about title and property, and so I think that that should be allowed, if necessary. I don't think it should be, but I mean -- but if it's necessary, we'll amend our pleadings to -- to make that clear. And there's no surprise on their parts about that issue.

And so, Your Honor, for those three reasons, I think Mr. Gleissner's motion should be denied. He already filed a claim and it was pending and, therefore, he didn't have to file a claim under 62-3-804.

To the extent that there are title disputes about ownership of that property out there, they're not claims that have to be filed, and this is a novel issue that shouldn't be decided on summary judgment.

And, Your Honor, and I guess that's all I would say for Rick's motion because, yeah, that's all I will say on his motion. I think -- so I think summary judgment should be denied for that purpose. It's a legal question.

THE COURT: All right. Mr. Bland?

MR. BLAND: Yes, Your Honor.

I would also like to say, one, we're not going to consent to an amendment of the pleadings at this late stage. It would be highly prejudicial. We're not going to try it by consent, and we have been lying in wait for three years based on these

three people for converting his property without any allegations of when they did it and who did it. I mean, Mimi hasn't been on the property. Why is she being sued for conversion?

The final case is conspiracy, that -- that three people have conspired to injure him and cause him damage. Well, that's a duplicitous cause of action. With conversion, the damages are the same. But again, what is it that they conspired to do? Did they -- did they conspire to turn the father against them -- David? Did they conspire to have the father alter his will? None of those are alleged. When was the conspiracy entered? What was it designed to do? And again, Your Honor, there's no evidence that he put forward.

It's just -- again, I'm not -- this isn't a dispersion against Derrick or Toby. They did not draft this pleading.

But what you have to decide is based on the pleadings in front of you, what are the causes of action and has David Shealy as the nonmoving party put forth evidence to show that there's material facts in dispute, and there simply isn't.

THE COURT: All right. Derrick?

MR. JACKSON: Thank you, Your Honor. A couple -- a couple of things in response.

The Court in the Court's experience knows that summary judgment is a drastic remedy and to be cautiously invoked when it's clear that the other side is entitled to judgment as a

matter of law on each of the causes of action. We withdrew the breach of fiduciary duty action.

There is an affidavit that has been filed by my client that identifies at least three different elements that would show conversion on this property. One is that there was cars that he claims title to that were sold for scrap, and there's an affidavit and that's attached to the exhibit.

Number two, he claims a number of valuable guns which were moved off the property, and he's been denied access to those properties. So that's -- that's number two.

And then, of course, you have what we're going to talk about, I guess, tomorrow is the auction where all this property, the things that he claims were his that they're getting ready to sell. So I mean, those are specific examples.

MR. BLAND: And who did that, Your Honor? Was it Mimi? Was it -- was it Wilson? Was it Rene? You just can't sue it. I get it that --

MR. JACKSON: Well, the backhoe, for example, was Wilson. We attached a copy of the Bill of Sale showing that where he transferred the property.

MR. BLAND: Wilson, Sr., is not my client. I agree that he could have counterclaims against Mr. Shealy because all this happened while Mr. Shealy was alive and the possessory owner of the property, but I'm talking about these three

people here who he sued.

MR. JACKSON: Well, the --

MR. BLAND: I get it that there's counterclaims.

MR. JACKSON: The cars were done after Mr. Shealy -- or during that process during that time.

MR. BLAND: No. Mr. Shealy was alive.

MR. JACKSON: There's no --

THE COURT: Hold on. Hold on. Mr. Bland, let's let Mr. -- let's let Derrick finish here, and and then I'll let you reply to him.

MR. JACKSON: Okay. While they had custody and control of the property. So all we had to do was come up with some evidence that there was conversion. I think we've met that burden. There's an affidavit. We responded to their summary judgment motion to show that there are genuine issues of material fact.

THE COURT: Okay.

MR. JACKSON: All the inferences have to be viewed in our light most favorable to us. They can bring all that stuff out in trial if they want to, but if all you -- all we have to do is show that there are issues of fact, and we presented evidence showing that there are issues of fact on each of those elements.

So going to the negligence there, you know, you have to have a duty, you have to have a breach of that duty, and you

have to have damages. Well, there's several examples of where the duty comes from. I mean, they took exclusive control and possession of the property. Okay? After the injunction, we had no right to go on the property. Who had control of the property? They had the control of the property.

So we would argue and that was -- at least it was argued in the original pleadings that this -- that was a constructive bailment. And there's a case and I cite the case to you, the *Hatfield v. Gilchrist* case in brief that on a constructive bailment they have a duty to use due care on the property.

Basically, what happened here is they kicked David off all the property. They took control of the property to deal with it themselves and so they have at least some duty to David under that to take care of his property.

The example in the *Hatfield* case was, imagine this, someone got towed in downtown Charleston for parking illegally with a private towing service. When he went to pick up his car, the car had been vandalized. The Court found that that was a constructive bailment, that they had a duty to take due care, ordinary care regarding that car. And when they didn't do so, they could recover.

An interesting point in that case was actually the trial judge did a law review article and I cite that also in our brief where he said our query was that not -- not only a constructive bailment but a bailment solely for the benefit of

the bailee who took possession of the property because they were the ones getting paid.

I think that's similar here. There was no benefit to David of them taking possession and keeping the property. So in that circumstance is they're liable for even slight negligence under that -- that standard. And again, there's examples of where they've let property get sold.

That he -- and to be clear, when these properties were these automobiles, David contends that there were some valuable automobiles, and certainly when they were turned to scrap, that's not -- I mean, they were valuable before and they're not worth just what the scrap metal value would have been when they got scrapped. So there's evidence of that, they had a duty.

And a second source of the duty was that they entered into this right of entry agreement with Dominion. David was excluded. David didn't have anything to do with it. They were in that. And in that agreement, they made some very specific promises.

They are considered, quote/unquote, obligated parties, and they say the -- they have the responsibility to secure, preserve, or insure their personal property and that they agreed to do all of that under that agreement. They also said that they would cooperate in the removal of the David Shealy properties in that agreement. We would contend we had the

right to -- to prove and show that they didn't do that.

And so that's two sources of negligence. You know, they voluntarily assumed that duty, they had the duty from a constructive bailment standpoint, and they breached that duty.

And finally, Your Honor, we argued civil conspiracy. And the elements of that, again, are you have to have a combination agreement with two or more persons. Well, we have that. We have -- we've named the multiple parties. Then to commit an unlawful act or a lawful act by unlawful means. Well, if they converted his personal property without his knowledge or consent, that's the unlawful act.

Together with the commission of an overt act. Well, we mentioned a couple of examples of the overt act, including the sale of his property for scrap, the removal of his guns, this auction that they're having, which I'm not sure how they're having with the injunction in place. And so we have all -- all of the elements for each of those causes of action.

THE COURT: Okay.

MR. JACKSON: And again, the standard is you have to show there's a genuine issue in the trial, and clearly there is. That's why the parties are at such loggerheads.

Thank you, Your Honor.

THE COURT: All right.

MR. BLAND: Your Honor?

THE COURT: Just to be clear, this case was restored.

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

October 3, 2023

TOBIAS G. WARD, JR., PA

s/ J. Derrick Jackson

J. Derrick Jackson, S.C. Bar No.15192
Tobias G. Ward, Jr., S.C. Bar No. 5826
Post Office Box 50124
Columbia, South Carolina 29250
(803) 708-4200
Attorneys for the Appellant

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