

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

Autumn Skye Properties, LLC,)
)
Plaintiff,)
)

C/A No. 2023-CP-32-01690

vs.

ORDER

Zach L. Evans, deceased, and any children)
and heirs at law, distributees and devisees,)
and if any be deceased then any persons)
entitled to claim under or through them; also)
all other persons unknown claiming any)
right, title, interest, or lien herein, any)
unknown adults being a class designated)
as John Doe; and any unknown minors)
or persons under disability or in the military)
service being a class designated as Richard)
Roe; Tina L. Evans individually and as)
Personal Representative of the Estate of)
Zach L. Evans; and Kara Pitchford,)
)
Defendants.)

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SC Court of Appeals

I. INTRODUCTION

The Parties tried this disputed real estate contract case June 18 and 19, and October 6, 2025. Stephanie Kellahan represents Plaintiff Autumn Skye Properties, LLC. James Edward Bradley represents the Estate of Zach Evans, Mr. Evans' widow Tina L. Evans, and his daughter Kara Pitchford.

The Plaintiff seeks specific performance of a contract to sell property owned by Mr. Evans. The Defendants deny that the Plaintiff is entitled to specific performance for equitable considerations, prior breach and based upon diminished capacity of Mr. Evans.

The parties presented their various witnesses and evidence and both parties made compelling arguments supporting their respective claims and defenses. After considering the

arguments of the parties and the evidence produced, the Court rules that Plaintiff is entitled to Specific performance of the contract as discussed herein.

II. UNDISPUTED FACTS

1. This matter was heard by this Court pursuant to an order of reference consented to by the parties and filed January 30, 2025.
2. This matter concerns a residence at 141 Browning Court, Lexington, South Carolina owned by Zach Evans, and now owned by his Estate.
3. Mr. Evans had a long history of drug and alcohol abuse. *See*, Testimony of Tina Evans. (T. p. 209, l. 10 – p. 212, l. 1; p. 213, ll. 5 – 16).
4. The following is a timeline of relevant events.
 - a. January 23, 2023: Police dispatched to house to find Mr. Evans armed with crossbow. (Crossbow incident)
 - b. February 5, 2023: Police called to the house (Non-existent people incident)
 - c. February 15, 2023: Police called to the home. (Hearing voices incident)
 - d. Feb. 16- April 21, 2023: (about 33 days with no reported Police or Medical incidents.)
 - e. April 21, 2023: Contract for sale entered. (Plaintiff Exhibit 1). Taylor Brunson, Jason Brown and Bill Grady present with Evans.
 - f. April 28, 2023: Buyer's written verification of funds due pursuant to Paragraph 6(D) of contract.
 - g. May 1, 2023: Mr. Evans found at 10:48 pm at the location of a former employer sitting in a towel, eating food; Mr. Evans was unable to speak logically to police.
 - h. May 2, 2023: Mr. Evans brought to hospital from Airport where was trying to buy a ticket to Hawaii with no ID.
 - i. May 3, 2023: Autumn Skye sues Zach Evans.
 - j. May 5, 2023: \$1000 payment due from Autumn Skye to Zach Evans pursuant to contract but never made. Buyer states he (1) called (2) texted (3) drove to Evans home to pay in person, but gate locked. (4) told by Evans that Evans had a new and better offer Evans was taking for property.
 - k. May 8, 2023: Mr. Evans treated in emergency room for auditory hallucinations.
 - l. May 15, 2023: Mr. Evans climbs up power pole with metal ladder and is electrocuted.
 - m. May 24, 2023: Mr. Evans dies.
 - n. June 21, 2023: Closing date in Contract never extended.

III. DISPUTED FACTS

1. Was the Decedent Zach Evans impaired such that he lacked capacity to enter the contract?

The Court recognizes that the impairment issue is a critical issue.

The Court finds that Evans was not impaired all the time; instead, he has a series of events where he was impaired, most likely due to drug and or alcohol use.

The Court notes that neither party presented a doctor or medical person to describe /explain in sufficient detail whether Evans was medically considered permanently impaired, or whether his condition was episodic. While it is common knowledge that such diagnosis as dementia means the person diagnosed is presumed to be incompetent from that point forward, here, there is no such evidence.

The timeline shows a clear series of events when Evans would not have been capable of understanding and executing the contract. However, there was about a thirty (30) days period where he apparently was episode free.

The clear and compelling testimony concerning the contract execution is that he was in full command of his thoughts and facilities.

Tina Evans' testimony is instructive. She testified that she was married to Zack and knew him from the time she was 17. She married someone else, got divorced, and then married Zack in 2001. She spoke fondly of Zack, whom she called her best friend.

She noted that Zack started drug use when he was 15 after his mother died. She testified that when Zack was not taking drugs, he was a loving, funny and charismatic person.

But when he took drugs, she called him "Jack."

Jacks drug use was off and on. She and Zack's father sent "Jack" to rehab 15- 20 times as his drug use would spike.

Tina had not lived with him for the last thirteen (13) years and saw him about three years before his death at her son's funeral in 2020.

She had not spoken to him in 2023. She was uncertain if a guardian or conservator had ever been appointed for him.

The property was part of a larger tract with his sister living nearby.

EVAN'S CLOSING DAY CAPACITY WITNESS TESTIMONY

(1) Court finds that **Cherie Sower-Evan** did not speak with Evans during the day the contract was signed. Her testimony is instructive only to the before and after contract signing.

(2) Court finds **William "Bill" Brady** was Evans friend whom he met through his ex-girlfriend Mandy. He had been to property before. Mandy told him Zack was going to sell property for 20K to a real estate lady. He went to Zack to discuss and after discussion Zack decided not to take the 20K.

He told Bill he had lost his job and was ready to move somewhere else, maybe to Colorado for a new start.

Bill then called his friend Jason who came with Taylor Brunson. They all discussed and reviewed contract and signed it. Court finds this testimony shows no indication that Zach was incapacitated.

(3) Likewise, Court finds **Taylor Brunson (Autumn Sky /Purchaser)** testimony shows no closing day incapacity. Brunson owns a mostly commercial electrical company with 20+ employees. He also owns 18-20 properties he buys and rents.

(4) He learned of property from **Jason Brown**, a general contractor, who has a real estate license and who buys and flips homes. They discussed and decided to meet Zack with his friend Bill at the property.

Court finds Brunson's experience with buying property and renting property validates his observations and testimony about value of the property:

- (a) Nice property with a potential road to a pond. The Pond deck did not appear safe, and he had concerns about pond drainage issues.
- (b) Not sure about property lines.
- (c) Uncertain about trailer issues.
- (d) Not sure about electrical service or if the property was tied into sister's electrical service.
- (e) Visible repair issues with siding and porches.
- (f) Uncertainty about utilities- HVAC and water. Was told his sister would not allow well access once property was sold.
- (g) Mold and trash issues inside the house
- (h) Trash about the outside of house and woods.
- (i) He had no real idea about what the property value was since it would appear to have significant clean up and restoration issues.
- (j) Zack stated he wanted \$62K, but purchaser must take as is and do all the clean-up, restoration /repair work. No inspection, no due diligence
- (k) They discussed how Zach's dad had bult his and his sister's houses.
- (l) No indication of drug or alcohol use.

(m)Further Zack wanted to stay 30-60 days to begin his fresh start and move out so they agreed to a June 21, 2023, closing date after Jason Brown went over the contract with them.

Evan's Before and After Closing day Capacity (Medical and Police Reports)

The Court has considered and weighed the uncontested facts regarding Mr. Evans' mental condition including police reports and medical reports. The Court notes that multiple hearsay objections were made to **both Medical and Police reports**.

The Court notes that medical hearsay statements objections are not barred from being weighed and considered since the statements are those types routinely encountered and used by medical professionals in their diagnosis and treatments. See Rule 803(4), SCRE. The **medical reports** indicate that in the weeks and months surrounding the execution of the contract, Mr. Evans' conduct showed a person who had episodes indicating he was not in possession of his mental facilities.

The Court recognizes hearsay objections within **police reports** are viewed differently since police reports have a different standard regarding hearsay. See Rule 803 (8), SCRE. On January 23, 2023, police were dispatched to deal with Mr. Evans who refused to put down a crossbow, stating that God had told him he could not put down the crossbow. Mr. Evans was forcibly detained by the police and taken to Lexington Hospital where he was hospitalized against his will for psychosis and hallucinations. Defendant Exhibit 3 sets forth the police call and Defendant Exhibit 7 shows his medical treatment for hallucinations and psychosis at Lexington Medical Center. On February 5, 2023, Mr. Evans was evaluated by police for hearing voices that did not exist as shown in Defendant Exhibit 4. On February 15, 2023, police were called when Mr. Evans was hearing voices and talking to himself. (Defendant Exhibit 5). On May 1, 2023, Mr. Evans was found by police at 10:48 pm at the office of his former employer, naked except for a towel, and eating food. He could not logically speak with police. (Defendant Exhibit 12). On May 2, 2023, Mr. Evans was taken to the Lexington Medical Center emergency room when he was found at the Columbia Metropolitan Airport showing bizarre behavior and trying to buy a flight ticket without ID. He was found to be experiencing hallucinations. (Defendant Exhibit 8). Mr. Evans was hospitalized on May 8, 2023, for auditory hallucinations as well. (Defendant Exhibit 9). On May 15, 2023, Mr. Evans climbed up a power pole with a metal ladder and was electrocuted. (Defendant Exhibit 10).

Court finds that Cherie Sower-Evan did not speak with Evans during the day the contract was signed. Her testimony is instructive only to the before and after contract signing.

-She confirmed that he was not well during the time he signed the contract, that he was hearing voices, and that he was scared to be alone. (*Id.* 17, ll. 2-9). She testified that he set fire to the words between their homes on March 23, 2023. (*Id.* p. 23, l. 21 – p. 24, l. 21). When asked why he agreed to sell the property, she testified:

A: I don't think he knew what he was doin', I think he was desperate, I know that he wanted to, to – he thought people

were out to get him, he thought the government was out to get him, he thought people were watchin' him, he was hearin' things, he was screamin' out into the woods at these voices that he was hearin' out into the woods. I don't, I don't know. Zack was very desperate at that time. I do feel like he was taken advantage of, big time.

Id. p. 21, l. 27 – p. 28, l. 5.

When asked why the contract should not be valid, she testified:

A: Because he wasn't in his right state of mind when he signed it. I don't know what he was doin' on that particular day, but I do know that every other day I talked to him around that same time, he was startin' fires, he was chasin' imaginary people through the woods, he was hearin' voices, he was screaming out into the woods to tell them they want me to kill myself but I'm not gonna do it, he was, he was locking demons up in his closets and nailing the closet doors shut. He, he didn't look like himself, he didn't even look like himself, Zack is not a skinny person, he's a big man.

Id. p. 47, ll. 12-24.

2. THE PARTIES DISPUTE THE FAIR MARKET VALUE OF THE PROPERTY.

Plaintiff argues that the fair market value of the property should be valued at the \$62,000.00 agreed upon by the party plus the to be incurred repair expenses of \$200,000.00.

Defendant argues that:

- a. The Property Tax Assessment introduced as Defendant Exhibit 1 sets forth the value of the land at \$68,700 and the value of the home at \$169,467 for a total tax value of \$239,137. The Market Value given by the tax assessor is \$317,294. *See*, Defendant Exhibit 2.
- b. In addition to these assessments, the Plaintiff presented the testimony of appraiser J. Wesley Huffman who appraised the total value of the property at \$195,000. *See*, Plaintiff Exhibit 5. This appraisal is as of September 2023. Though Mr. Brunson hired Wesley Huffman to appraise the property, he does not agree with the appraisal value. (T. p. 73, ll. 10-15). He has not done any other appraisals of the property. (T. p. 73, ll. 20-21). Mr. Huffman testified that he has been a Certified Residential Appraiser since 2007. (T. p. 100, ll. 18-22) and that he was asked to appraise the property. (T. p. 100, ll. 23-25).

1. Mr. Huffman introduced his appraisal as Plaintiff Exhibit 5, which has an in-depth assessment of the property. Though Mr. Huffman appraised the property for \$195,000, he identified specific factors he believes were not included in the appraisal and may affect the property value.
 2. For example, Mr. Huffman testified that though he was not a mold specialist, he believes mold is in the house. (T. p. 102, ll. 2-10). He deducted nothing from fair market value because he was not given any costs for mold assessment or remediation. (T. p. 102, ll. 11-14).
 3. He also said there was debris in the yard.
 4. He could not see the condition of the flooring or the condition of the appliances. (T. p. 102, ll. 15-25).
 5. Despite lacking this information, he still appraised the property at \$195,000. (T. p. 103, l. 25 – p. 104, l. 9). He did stand behind his opinion that the fair market value of the property as of September 2023 was \$195,000. (T. p. 105, ll. 12-14).
 6. He said he had made an adjustment of \$30,000 because the property was uninhabitable. (T. p. 106, ll. 10-19). Had the property been habitable, it would have appraised for \$225,000. (T. p. 107, ll. 9-12). Mr. Huffman said he could not give any other appraisals of the property because that would be guesswork. (T. p. 113, ll. 3-6).
- c. Ms. Evans testified that the fair market value of the home was about \$250,000. (T. p. 219, ll. 3-5). No other testimony was put into evidence regarding the value of the property.
- d. While Defendant argues both Mr. Brunson and Mr. Brown testified that the property would need numerous repairs before it could be sold, but neither of them was qualified or allowed to testify to the fair market value of the property, the cost does find that they had the requisite experience to testify concerning the rehabilitation costs to restore the property.

Defendant argues that the Court has four estimates of the fair market value of the property as follows:

- i. Defendant Exhibit 1 giving taxable value of \$239,167;
 - ii. Defendant Exhibit 2 giving market value of \$317,294;
 - iii. Plaintiff Exhibit 5 giving fair market value of \$195,000; and
 - iv. Ms. Evans' testimony estimating the value at \$250,000 (T. p. 219, ll. 1-5).
- e. The property is in an uninhabitable condition. From the photographs presented to the Court as Plaintiff Exhibit 27, as well as the testimony of Mr. Brunson and Mr. Brown, the property is in an uninhabitable condition. Court, having listened to the testimony, and reviewing the appraisal and the photos and comments, concludes none of the four valuations above accurately reflect the state of the house or property in its current condition.
- f. Plaintiff's testimony about cost of repair is admissible because the cost of repair testimony is of the type that both would be familiar with since

they both owner and either bought, maintained, leased or flipped homes as part of their business. The lack of definiteness as to costs of repairs goes to the weight of the evidence, not the admissibility. The costs of repairs are unknown because of the scope of the repair process and the trial testimony that it may take up to a year to complete all necessary repairs.

- g. The court finds the \$30,000 cost estimate to make the home habitable, woefully inadequate and not persuasive.

IV. LEGAL ISSUES

1. CLAIMS ASSERTED

First, the Plaintiff alleges breach of contract. The breach of contract claim seeks attorney's fees and costs actually incurred as its damages. *See*, Amended Complaint of July 14, 2023, ¶ 22. A party only has the right to attorney fees and costs if they are the prevailing party under the lawsuit and court so orders.

The second cause of action seeks specific performance. *See*, Amended Complaint ¶¶ 23 – 27. Specific performance is an equitable cause of action. *Campbell v. Carr*, 361 S.C. 258, 603 S.E.2d 625 (Ct. App. 2004). Specific performance is only granted if there is no adequate remedy at law and specific enforcement of the contract is equitable between the parties. *Id.* The Court holds discretion to grant or refuse specific performance according to the rules of equity and the facts and circumstances of each case. *Id.* “Specific performance will not be ordered unless the contract expresses the true intent of the parties and is fair, just and equitable.” *Amick v. Hagler*, 286 S.C. 481, 484, 334 S.E.2d 525, 527 (Ct. App. 1985).

To compel specific performance, a court of equity must find:

1. There is clear evidence of a valid agreement.
2. The agreement had been partially carried into execution on one side with the approbation of the other; and
3. The party who comes to compel performance has performed his or her part or has been and remains willing and able to perform his or her part of the contract.

The Defendant argues that *Campbell v. Carr*, 361 S.C. 258, 603 S.E.2d 625 (Ct. App. 2004) is precedent for the facts in this case.

***Campbell v. Carr*, 603 S.E.2d 625 (Ct. App. 2004) Distinguished.**

Mr. Campbell sued Ms. Carr seeking to enforce a contract of sale. Judge Strickland ordered specific performance. The Court of Appeals reversed. Judge Strickland's order was found inequitable because of the inadequate consideration for the land and Carr's mental illness. Ms. Carr had been hospitalized five or six times for schizophrenia. The purchase price in the contract she signed was \$54,000. The Richland County tax assessor assessed the property for \$103,700. The real estate appraiser who testified assessed the value of the property at \$162,000. The Court of Appeals found that the \$54,000 sale price was grossly inadequate using either value of the property. Further, it was found that Ms. Carr's mental impairment combined with the grossly inadequate sale price rendered the transaction inequitable. The Court of Appeals overturned Judge Strickland and denied specific performance to Mr. Campbell.

(1) In both instances, the Defendants initiated the sales discussions. In *Campbell*, Carr contacted Campbells after she became owner of the property. Here, Evans was actively trying to sell his property.

(2) In *Campbell*, the owner Carr had very limited exposure and knowledge of the property. Here, Evans had lived on this family property for years, in a house built by his father. By contrast the Plaintiff in this case became aware of the property and visited during contract negotiations.

(3) Presence of Third Parties. In *Campbell* case, Carr asked Campbells what they thought value was since Campbells had been long time tenants. Campbells told Carr the reduced Agricultural value assessment. Here, Evans first turned down a \$20, 000 offer from a third party and conducted the negotiations and contract execution in the presence of his friend, the third-party contract preparer and the proposed buyer.

(4) Medical Differences. Carr was diagnosed with a medical condition and on medication for 12 years since 1986 and was on medication for 12 years before signing the contract in 1998. Here, while the evidence shows that Mr. Evans abused hard drugs and suffered the typical intoxicating effects of those hard drugs, there was no evidence that Mr. Evans lacked capacity to contract while he was not abusing hard drugs. While the Defendants submitted evidence that Mr. Evans had experienced drug-induced psychosis in January 2023, that same evidence showed Mr. Evans was released from medical care when his sobriety was restored.

Medical professionals reached the same conclusion at Mr. Evans' May 2, 2023, hospitalization. However, there is no persuasive evidence that Mr. Evans mental capacity was diminished by hard drug abuse during the approximately three months before the Contract was executed and the specific day of the contract execution.

The Court finds no evidence to support the conclusion that Mr. Evans sporadic or periodic drug abuse rendered him incapable of contracting on the day he signed the contract for the sale of the Property. While the Court clearly recognizes that Evans had serious mental issues related to periodic drug abuse, the evidence does not indicate that this drug abuse rendered him permanently incapacitated.

(5) Price reasonableness. Campbell given incomplete information about property value. Evans lived on property; knew property attributes better than any party involved in the contract

negotiations. The testimony was the parties went back and forth, and Evans insisted on \$62,000 plus the seller take as- is with cost of all repairs.

(6) Cost of Repair. Defendant's attempt to compare this transaction to *Campbell* case is not persuasive since *Campbell* did not have the cost of repair and renovation as a factor. An owner or non-owner can testify about the value of property without being an expert, as long as their lack of knowledge of the value is so complete as to render their testimony worthless. See *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 43-44, 691 S.E.2d 135, 146 (2010). However, they must reveal the source of their knowledge "to remove their opinion from the realm of mere conjecture." *Id.* at 43-44, 691 S.E.2d at 146. "A bare declaration of his knowledge of the value of the property is insufficient. *Rogers v. Rogers*, 280 S.C. 205, 209, 311 S.E.2d 743, 746 (Ct. App. 1984).

Here, Jason Brown, a real estate developer with experience renovating and flipping properties, has sufficient background to offer an informed opinion regarding the property's value. His professional experience estimating repair costs and determining marketability provides a solid basis for his valuation testimony. Likewise, Mr. Brunson, who owns an electrical business and manages 20–30 rental properties, has ample experience purchasing and maintaining real estate to competently testify about property value, even if his expertise is somewhat more limited than Mr. Brown's. However, both witnesses have sufficient experience with real estate and renovating properties to offer testimony on the property. The issue here to be considered is the weight, not admissibility of their testimony.

There is a substantial amount of uncertainty regarding the cleanup costs and the true value of the property here. The deteriorating dam posed a serious and uncertain future risk that the buyer assumed upon purchase. Because the parties acknowledged that the true cleanup and repair costs could not be known for at least a year, this uncertainty further undermines any claim that the purchase price was unconscionably low. The appraisers' valuations also admittedly excluded the significant expenses associated with cleanup, repair, and potential future damages related to the dam—factors that weigh heavily against a finding of unconscionability. As a result, there is too much variation in the potential true price for the property to determine that the contract price was unconscionable.

2. CONTRACT CLAIMS

The Court finds that Plaintiff is not barred from enforcing the contract due to its failure to comply with contract terms.

(a) Defendant claims Plaintiff breached the Contract by failing to make biweekly payments as required by the Contract. However, the evidence shows Plaintiff repeatedly tried to tender payment of the \$1,000 to Defendant Zack Evans. Additionally, Plaintiff filed this action and reaffirmed his intent to pay the \$1,000 payments before the next biweekly installment was due.

Additionally, Defendant Zack Evans' behavior was properly construed as abandoning the Contract. "Where one party to a contract, by his or her conduct or misconduct, shows a fixed intention to abandon it, the other party is justified in treating it as abandoned." 92 C.J.S. Vendor and Purchaser § 245. A contract is abandoned where the abandoning party's course of conduct is inconsistent with the continuance of the contract. Id., § 244. "Where one of the parties has abandoned the contract, the non- abandoning party may stand on his or her contract, refusing to assent to the adversary's attempt to rescind it, and sue for a breach or in a proper case may seek specific performance or acquiesce and effect a dissolution by mutual and concurrent assent." Id.

Defendant Zack Evans stopped all communication with Plaintiff after April 23, 2023, and ignored all of Plaintiff's communications thereafter. Mr. Evans also blocked Plaintiff's access to the property by locking the driveway gate. Plaintiff was therefore justified in considering this behavior to be an abandonment of the Contract and thereafter suing to seek Specific Performance.

(b) Defendant claims Plaintiff breached the Contract by failing to mediate the dispute before filing suit pursuant to Paragraph 22 of the Contract. However, the Contract does not specify when mediation shall occur or make mediation a condition precedent to filing suit. The parties agree this case was mediated pursuant to Lexington County Civil Mediation process prior to trial. So, Plaintiff did not breach the Contract.

(c) Defendants further argue that Plaintiff breached Paragraph 6(D) of the Contract by failing to provide written verification of the availability of cash funds. However, Defendants did not plead this alleged breach in their Counterclaims and did not thereafter move to amend their pleadings. So, the Court finds this claim is not appropriately before the Court.

Even if this claim were properly before the Court, the Court finds Defendants waived their right to rescind the Contract. "As a general rule, a contract provision giving the vendor the option to forfeit and terminate the contract on default by the purchaser is a provision made for the benefit of the vendor, not for the benefit of the purchaser, and the vendor may or may not exercise the privilege, as he or she sees fit. The mere default of the purchaser in performance of the covenants of the contract does not of itself operate as a rescission or forfeiture of the

contract.” 92 C.J.S. Vendor and Purchaser, § 283. “[W]ords in a contract to sell real estate providing that upon forfeiture the contract shall become null and void mean voidable at the seller’s election.” Morris Morgan Realty, Inc. v. Johnson, 288 S.C. 43, 45, 339 S.E.2d 514, 515 (Ct. App. 1985). However, “[s]ome positive act by the vendor manifesting his or her intention to rescind or forfeit a contract for the sale of realty due to the purchaser’s default or breach is required.” 92 C.J.S. Vendor and Purchaser, § 284. The vendor may waive his right to rescind by allowing the other party to proceed with execution of the Contract and is deemed to have waived the breach and affirmed the Contract. Metro. Life Ins. Co. v. Stuckey, 194 S.C. 469, 10 S.E.2d 3, 5 (1940). Defendants presented no evidence that they attempted to rescind the Contract prior to trial. Therefore, the Court finds that the Defendants waived the right to rescind the Contract.

VI. CONCLUSIONS OF LAW

1. This Court has jurisdiction to rule in the case pursuant to an Order of Reference from the Circuit Court dated January 3, 2025, entered with the consent of the parties.
2. The Plaintiff sued the Estate of Mr. Evans seeking specific performance of a contract signed before Mr. Evans’ death.
3. The Court has carefully considered the well-made arguments by both parties and rules that Plaintiff has established right to specific performance since (a) no medical/mental impairment date of contract execution (b) contract price of \$62,000 plus estimates of restoration costs and time is not inequitable under the unique facts of this case.

IT IS ORDERED THAT:

1. Defendants are ordered to sell the Property to Plaintiff under the terms of the Contract. Specifically, Plaintiff shall deposit \$62,000 (“Purchase Price”) with its attorney to hold in trust within ten (10) days of entry of this Order. Additionally, Defendants shall obtain a payoff of any current liens and provide the same to Plaintiff’s counsel within ten (10) days of entry of this Order. Defendant Tina Evans shall, as Personal Representative for the Estate of Zack Evans, execute a general

warranty deed to the Property for Plaintiff and provide the same to her counsel to hold in trust within ten (10) days of entry of this Order.

2. Plaintiff is entitled reasonable attorney's fees and costs under the Contract. Plaintiff's counsel shall e-file an affidavit of attorney's fees within ten (10) days of entry of this Order. Defendants shall have ten (10) days thereafter to notify Plaintiff's counsel and the Court if Defendants object to the reasonableness of the fees. If Defendants object, the Court shall schedule a hearing to receive testimony and arguments of counsel. The attorney's fees ultimately awarded by the Court shall be offset from the Purchase Price.
3. After the issue of attorney's fees is resolved, the Purchase Price shall be applied to satisfy any outstanding liens. Any part of the Purchase Price that remains after the attorney's fees are offset and the liens are paid shall be paid to Defendants by Plaintiff's counsel. If the Purchase Price is not enough to satisfy the attorney's fees and liens, judgment shall be entered against Defendants for the remaining amount.

IT IS SO ORDERED!

[JUDGE'S SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

Case Caption: Autumn Skye Properties, Llc VS Zack L. Evans Est , defendant, et al
Case Number: 2023CP3201690
Type: Master/Order/Other

AND IT IS SO ORDERED.

S/JUDGE JAMES O. SPENCE-3068

Electronically signed on 2025-11-14 13:24:27 page 14 of 14