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May 19 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master-in-Equity

Appellate Case No.: 2023-001739
Civil Action No.: 2022-CP-10-03510

Richard Young and Jason Greene……...Respondents,

v.

John W. Beasley a/k/a John W. Beasley, Sr.
and Lillian Beasley in their individual capacities
and as Trustees or as Successors in trust under
the Beasley Living Trust dated August 14, 2018,
and any amendments thereto……..Appellants.

PETITION FOR REHEARING, *EN BANC*

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Respondents respectfully petition the Court for a rehearing or rehearing *en banc* in accordance with Rules 219 and 221, SCACR. Rehearing *en banc* is necessary to secure or maintain uniformity of this Court's decisions and is further appropriate because this case involves a question of exceptional importance. The Court of Appeals' opinion, if left undisturbed, would contravene established principles of contract interpretation, disregard South Carolina Supreme Court precedent regarding the independent legal status of mortgages and judgments and exceed the proper scope of appellate review.

STATEMENT OF THE ARGUMENTS

I. The Court of Appeals' opinion reads and interprets provisions of the Second Settlement Agreement in isolation without taking into account the language of the entire Second Settlement Agreement.

II. The Court of Appeals disregarded the *Lever* opinion by failing to acknowledge that the Confession of Judgement and Mortgage are separate security for the Debt.

III. The Court of Appeals Exceeded the Scope of its Review by effectively Granting Appellants Motion for Summary Judgment when the Appellants' Motion for Summary Judgment was denied at the trial court level as being moot and was not preserved nor appealed by the Appellants.

ARGUMENT

I. The Court of Appeals Opinion reads and interprets provisions of the Second Settlement Agreement in isolation without taking into account the language of the entire Second Settlement Agreement.

A. The Second Settlement Agreement must be read in its entirety.

The law regarding contracts requires a reading of a contract in its entirety. "A contract is read as a whole document so that one may not create an ambiguity by pointing out a single sentence or clause." *McGill v. Moore*, 381 S.C. 179, 185, 672 S.E.2d 571, 574 (2009). The Second Settlement Agreement obligated Appellants to pay a sum certain, Fifty Thousand and 00/100s ($50,000.00) dollars and, in return, Respondents were required to take specific action: file the Release of Judgment and nothing more. Paragraph 2 of the Second Settlement Agreement

expressly states, in relevant part, that "Creditors shall cause to be filed of record appropriate partial releases as to the Judgment to indicate, of record that the Debtors shall be released from the Judgment." (R. p. 205, emphasis Respondents.) Thereafter, in paragraph 16 of the Second Settlement Agreement, the agreement contains an express incorporation and reservation of the First Settlement Agreement by stating "Except for the release of debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record." (R. P. 207, emphasis Respondents.) Based on the plain language of Paragraph 16, the Note and Mortgage, both of which are the subject of the First Settlement Agreement, "shall remain in full force and effect and of record." Therefore, the plain and unambiguous language of the Second Settlement Agreement preserves Respondents' rights under the Note and Mortgage.

B. The words Note and Mortgage do not appear in the Second Settlement Agreement.

Neither the word Note nor the word Mortgage appear in the Second Settlement Agreement. Neither appear because the Note and Mortgage are not the subject of the Second Settlement Agreement and were undisturbed by the Second Settlement Agreement. Appellants point to clauses and phrases in the Second Settlement Agreement which, when read in isolation, suggest that the Note and Mortgage are part of the Second Settlement Agreement. However, none of those isolated clauses provide for the satisfaction or release of the Mortgage nor a modification of the Note to relieve the Appellants of liability under the Note. The language of the Second Settlement must be tortured to get such a result. Had the Appellants intended that the Note and Mortgage also be released, a specific clause would have been included to require Respondents to file a Satisfaction of Mortgage.

Instead, the Second Settlement Agreement's purpose was specifically limited to the filing of a **Release** of the Judgment. The payment of Fifty Thousand and 00/100s ($50,000.00) dollars

was not and was never intended to be a full satisfaction of the debt insofar as the Appellants were concerned. It was simply an agreement by the Respondents to forgo their right to pursue collection of the Confession of Judgment. not an agreement to either release or satisfy the Mortgage on the Property. Had the parties intended for the payment to be a full satisfaction of the Debt and a satisfaction of the Mortgage the Second Settlement Agreement would have expressly contained such clause that required a Satisfaction of Mortgage in addition to the Release of the Judgment. No such provision appears anywhere in the Second Settlement Agreement. Therefore, the only reasonable reading of the Second Settlement Agreement, which must be done based on the entirety of the document, is that the parties only intended that the Confession of Judgment be released while the Mortgage continue to secure repayment of the Debt. This structure, as is discussed extensively in Respondent's Brief and below, is consistent with applicable South Carolina law.

In fact, the Respondents specifically reserved all further rights under the Second Settlement Agreement. First, the Second Settlement Agreement contains a merger clause which reads as follows:

> This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understanding or agreement, written or oral, **on the subjects contained herein**, and the terms of this Settlement and Release are contractual and not mere recitals. (Emphasis Respondents.) See R. p. 205, Second Settlement Agreement, ¶ 5.

The "subjects contained herein" were the exchange of Fifty Thousand and 00/100s ($50,000.00) dollars in exchange for a Release of the Judgment as to the Respondents and the Property. It was a specific agreement by the Defendants to forgo their ability to pursue the Respondents under the Confession of Judgment.

Second, the Respondents, with the agreement of the Appellants, specifically reserved their rights under the First Settlement Agreement. The Second Agreement states:

> Except for the release of the Debtors herein, this Settlement and Release shall not alter or amend the [First Settlement Agreement] nor the [Confession of] Judgment, which shall remain in full force and effect and of record. See R. p. 207, Second Settlement Agreement. ¶ 16

The release referenced in the Second Settlement Agreement refers to the release of the Confession of Judgment as to the Respondents. Any other interpretation stretches the meaning and intention of the parties under the entirety of the Second Settlement Agreement and would constitute an attempt to blue-pencil in the obligation to satisfy or release the Mortgage.

Therefore, the Respondents would respectfully submit that the Court of Appeals erred in its reversal of the Master, and would respectfully request that the Opinion be withdrawn and a new opinion affirming the Master in Equity's ruling be submitted.

II. The Court of Appeals disregarded the *Lever* opinion by failing to acknowledge that the Confession of Judgement and Mortgage are Separate Security for the Debt.

As noted above, the structure of the Second Settlement Agreement is consistent with applicable South Carolina law. In *Lever v. Lighting Galleries, Inc.*, 374 S.C. 30, 647 S.E.2d 214 (2007), the South Carolina Supreme Court made it clear that a mortgage is a separate security that may be pursued instead of or in addition to other remedies. *See Lever* at 33 (citing *Satterwhite v. Kennedy*, 3 Strob. 457 (1849)) ("A creditor shall not have two satisfactions for the same debt, but there is no inconsistency in his pursuing two remedies. If one produces satisfaction, that is a bar to the other. A mortgage is a specific lien, and a judgment is a general lien. Both may be consistently pursued, until the debt is satisfied."). *Lever* is almost directly on point and provides clear guidance.

In *Lever*, a debtor and creditor signed an agreement, a note, and a mortgage by which the debtor agreed to pay the creditor according to the terms of the agreement. *See Id. at* 31, 647 S.E.2d at 216. When the debtor did not pay in accordance with the agreement, the creditor chose to bring a lawsuit on the note and obtained a judgment. *See Id.* Subsequently, the judgment expired and

the creditor initiated a foreclosure action against the debtor after the prior mortgages (other creditors) had been satisfied. In response, the debtor maintained that, because the lien of the judgment had elapsed after ten years, the creditor could not pursue a foreclosure action under the mortgage. *See Id.* at 32, 647 S.E.2d at 216. The South Carolina Supreme Court disagreed and ruled in favor of the creditor, making it absolutely clear that the fate of a mortgage is not tied to a judgment, even if both instruments apply to the same debt. *See Lever*, 374 S.C. at 35, 647 S.E.2d at 217 (quoting *Nichols v. Briggs*, 18 S.C. 473 (1883)) ("Though the debt be barred, the lien may be enforced. The fact that a debt secured by a mortgage is barred by a statute of limitations, does not necessarily, or as a general rule, extinguish the mortgage security or prevent the maintaining an action to enforce it.").

The following language in the *Lever* case is most instructive:

> The cases are uniform in holding that **until the mortgage debt is actually satisfied, the recovery of a judgment on the obligation secured by a mortgage, without the foreclosure of the mortgage, although merging the debt in the judgment, has no effect upon the mortgage or its lien, does not merge it, and does not preclude its foreclosure in a subsequent suit** instituted for that purpose, or the exercise of the power of sale contained in the mortgage or deed of trust.

374 S.C. at 33–34, 647 S.E.2d at 216 (quoting 55 Am.Jur.2d *Mortgages* § 524) (emphasis by SC Supreme Court).

Notably, the Court of Appeals, in its opinion, made no analysis of *Lever* and its ancestors which the Respondents would respectfully suggest is in error. The Second Settlement Agreement tracks the established law set forth in *Lever* and should have been given due consideration. The only factual difference between *Lever* and the case at hand is that instead of the Judgment expiring, Respondents filed a Release of the Judgment Lien. While the Appellants advance the same argument as the Judgment Debtors in Lever, (no Judgment debt, no Mortgage), such a finding

ignores the plain language of the Second Settlement Agreement The Second Settlement Agreement did not require the Respondents to release the Appellants from the Debt as evidenced by the Note. Nor did the Second Settlement Agreement require the Respondents to release the Mortgage, a specific lien on the Property. The Second Settlement Agreement did, however, require the Respondents to release the Appellants from the general lien of the Confession of Judgment, which is exactly what the Respondents did. No more and no less than was required thereunder.

By choosing to release the Respondents from the Confession of Judgment and the Property from the general lien of said Confession, the Respondents did not forgo their right to pursue collection of the debt through foreclosure of the specific lien of the Mortgage. As noted, a creditor is entitled to choose to pursue one or both remedies to collect on a debt until it is satisfied. The converse is also true. A Creditor may forgo pursuing one remedy in favor of another. That was exactly what happened in *Lever*. The choice to do so does not foreclose the ability to proceed with the other remedy at a later date. To hold otherwise is contrary to well established, long standing South Carolina law and, the Respondents would respectfully submit, is in error.

III. The Court of Appeals Exceeded the Scope of its Review by effectively Granting Appellants Motion for Summary Judgment when the Appellants' Motion for Summary Judgment was denied at the trial court level as being moot and was not preserved, or appealed, by the Appellants.

The Court of Appeals' opinion not only reversed the Master In Equity's decision to grant Summary Judgment to Respondents, in effect, it granted the Appellants' Motion for Summary Judgment. It is of note that the Appellants' Motion for Summary Judgment was denied at the trial court level as moot without reaching the merits. The Appellants never filed a Rule 59(e) motion to reconsider the denial of their summary judgment motion. Although the Appellants did ask the Court of Appeals to reverse the denial of Appellants' summary judgment motion, neither the denial

nor the basis for Appellants' summary judgment motion were briefed or argued in Appellants' filings. Therefore, the Respondents would respectfully submit that the Court of Appeals exceeded its scope of review by effectively granting Appellants' Motion for Summary Judgment which was not properly preserved.

The procedural timeline at the trial court level is critical to understanding why the Court of Appeals exceeded its authority. Respondent's Motion for Summary Judgment was filed on May 17, 2023. On August 4, 2023, Respondents filed their Memorandum in Support of their Motion for Summary Judgment. Appellants filed their Memorandum in Opposition on August 8, 2023, the same day as the hearing on Respondents' Motion for Summary Judgment[1]. It was not until August 14, 2023 (six days *after* the hearing on Respondents' motion) that Appellants filed their own Motion for Summary Judgment. On August 23, 2023, the trial court issued its Order granting Respondents' Motion for Summary Judgment.

On September 1, 2023, Appellants moved for reconsideration of the Order granting Respondents' Motion for Summary Judgment. A hearing on Appellants' Motion for Reconsideration was held on September 27, 2023.[2] On October 6, 2023, the trial court issued three separate orders: (1) an Order denying the Appellants' Motion for Reconsideration of the Court's Order granting summary judgment to Respondents; (2) an Order denying Appellants' Motion for Summary Judgment as moot and striking Appellants' counterclaims; and (3) an Order and Judgment of Foreclosure and Sale. On October 16, 2023, the Appellants filed a Motion for Reconsideration of the Order and Judgment of Foreclosure and Sale which was likewise denied on November 1, 2023 by Form 4 Order. Critically, the Appellants did not file a motion for

[1] Various other motions were scheduled to be heard on August 8, 2023 including Respondents' Motion to Dismiss or Strike Appellants' Counterclaim, Appellants' Motion for Recusal of the Master in Equity and Aaron Beasley's Motion to Intervene or for Joinder.

[2] As with the August 8, 2023 hearing, multiple motions were outstanding and noticed for September 27, 2023 including Appellants' Motion for Summary Judgment and Respondents' Motion for Foreclosure Hearing.

reconsideration of the Order denying their Motion for Summary Judgment as moot, nor did they reference the denial of their summary judgment motion in the September 1, 2023 Motion for Reconsideration. In fact, the first attempt to overturn the denial of Appellant's Motion for Summary Judgment was during the pendency of this Appeal.

As will be addressed more fully below, the Respondents would respectfully submit that the Court of Appeals exceeded its authority when it reversed the findings of the Master in Equity and effectively granted the Appellants' Motion for Summary Judgment. The Respondents would submit that three (3) distinct and independently fatal procedural defects each bar the Court of Appeals' action: the denial as moot was not a reviewable order, the issue was not preserved, and the remedy of rendering independent summary judgment (rather than remanding) exceeded appellate authority.

A. A Denial of Summary Judgment is Not Appealable.

South Carolina law is unequivocal that a denial of summary judgment "does not finally determine anything about the merits of the case" and that "an order denying a motion for summary judgment is not appealable." *See Ballenger v. Bowen*, 313 S.C. 476, 477-78, 443 S.E.2d 379, 379 (1994). The rule was reaffirmed and strengthened in *Olson v. Faculty House of Carolina, Inc.*, in which the South Carolina Supreme Court closed the remaining gaps: "We adhere to recent precedent and hold that the denial of a motion for summary judgment is not appealable, even after final judgment." 354 S.C. 161, 167, 580 S.E.2d 440, 443 (2003). Notably, the Supreme Court in *Olson* did not permit review of a denial of summary judgment, even though it was accompanied by a companion appeal from a grant of summary judgment on a separate issue in the same case. The Court of Appeals in *Fay v. Total Quality Logistics, LLC* confirmed that post-*Olson*, "the denial of summary judgment is not appealable even when accompanied by a proper appeal of a grant of summary judgment on a separate issue." 419 S.C. 622, 634, 799 S.E.2d 318, 325 (Ct. App. 2017).

The South Carolina Supreme Court aptly summarized the rule: "[I]t is well-settled that an order denying summary judgment is *never* reviewable on appeal." *Bank of New York v. Sumter County*, 387 S.C. 147, 154, 691 S.E.2d 473, 477 (2010) (citing *Olson v. Faculty House of Carolina, Inc.*, 354 S.C. 161, 580 S.E.2d 440 (2003)) (emphasis added).

Thus, the Respondents would respectfully submit that the Court of Appeals erred and overstepped its authority by reversing the Master and granting the relief requested by the Appellants in their Motion for Summary Judgment.

B. Failure to File a Rule 59(e) Motion Forfeits the Issue.

Even if the trial court's denial of the Appellants' Summary Judgment Motion as moot could be considered a reviewable ruling (which it is not), the Appellants' failure to file a Rule 59(e) motion to alter or amend judgment as to that order is an independent and dispositive preservation defect. "If the losing party raises an issue in the lower court, but the court fails to rule upon it, the party must file a motion to alter or amend the judgment in order to preserve the issue for appellate review. *I'On L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000). "The losing party must first try to convince the lower court it has ruled wrongly and then, if that effort fails, convince the appellate court that the lower court erred." *I'On*, 338 S.C. at 422, 526 S.E.2d at 724 (2000). This ensures that the Court of Appeals is reviewing an actual decision of the lower court, not rendering a first-level judgment on an issue that has never been considered on the merits. *See also Bean v. South Carolina Cent. R. Co., Inc.*, 392 S.C. 532, 560, 709 S.E.2d 99, 113 (Ct. App. 2011) (holding that where the circuit court did not address a particular issue in its summary judgment order and the party did not file a Rule 59(e) motion, the issue was not preserved for appellate review). *See also Gibbons v. Aerotek, Inc.*, 441 S.C. 180, 185, 893 S.E.2d 326, 329 (Ct. App. 2023) (reaffirming that Rule 59(e) motions "serve a vital purpose for proper issue preservation" and that failure to file such a motion leaves the trial court's implicit ruling as "right

or wrong, the law of the case."). In order for an issue to be preserved for appellate review, the trial court must "explicitly rule on the appellant's argument" or the appellant must make a Rule 59(e) motion to alter or amend the judgment. *Hawkins v. Mullins*, 359 S.C. 497, 502, 597 S.E.2d 897, 899 (Ct. App. 2004).

In this case, the trial court did not explicitly rule on the appellants' arguments in their Motion for Summary Judgment; it merely denied them as moot. While the Appellants filed Rule 59(e) motions challenging other orders, they filed no such motion challenging the denial of their summary judgment motion as moot. This failure is fatal to any consideration of the Appellants' grounds for summary judgment at the appellate level because whether the Appellants were entitled to summary judgment on the merits was never ruled upon by the Master. The filing of a Rule 59(e) motion was the required mechanism to both alert the trial court to the unresolved question and create a reviewable ruling. Without it, the Court of Appeals has no preserved issue to review.

Finally, the Appellants' filing of a Rule 59(e) Motion over the Order and Judgment of Foreclosure and Sale does not preserve their summary judgment issue. The only Rule 59(e) motion that could have preserved the trial court's denial of the Appellants' summary judgment motion was one specifically challenging the written order denying the motion as moot. Because no such motion was filed, the preservation defect remains unremedied. *Metts v. Mims* confirms that when a party raises an argument that is not addressed in the trial court's order and then fails to include that issue in a motion for reconsideration, the argument is procedurally barred from appellate review. *Metts v. Mims*, 384 S.C. 491, 499, 682 S.E.2d 813, 817-18 (2009) (quoting *Elam v. S.C. Dep't. of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004) ("A party *must* file [a Rule 59(e) motion when an issue or argument has been raised, but not ruled upon, in order to preserve it for appellate review.") (emphasis in original).

C. The Court of Appeals Cannot Act as a Decision-Maker on Unresolved Issues.

Rather than remanding the matter to the trial court for a ruling on the merits of the Respondents and/or the Appellants' summary judgment motions, the Court of Appeals independently found that the Appellants should prevail on their summary judgment motion. This approach conflicts with foundational principles governing the scope and role of South Carolina's appellate court.

South Carolina courts have long recognized that the Court of Appeals has no authority to serve as an original decision-maker on issues not yet resolved by the trial court. In *Gaddy v. Douglass*, the Court stated as a bedrock principle that "this court will not address matters not raised and ruled upon in the trial court." 359 S.C. 329, 350, 597 S.E.2d 12, 23 (Ct. App. 2004) (citing *Wilder Corp v. Wilkie*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). Similarly, in *South Carolina Farm Bureau Mut. Ins. Co. v. Windham*, the court reaffirmed that it "could not address matter not raised or ruled upon by trial court." 303 S.C. 330, 333, 400 S.E.2d 497, 498 (Ct. App. 1990). The rationale for this rule was articulated by the South Carolina Supreme Court in *Staubes v. City of Folly Beach*, 339 S.C. 406, 412, 529 S.E.2d 543, 546 (2000) ("Error preservation requirements are intended to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments."). The Supreme Court elaborated further in *Herron v. Century BMW*, noting that issue preservation rules are "designed to give the trial court a fair opportunity to rule on the issues, and thus provide [the appellate court] with a platform for meaningful appellate review." 395 S.C. 461, 465, 719 S.E.2d 640, 642 (2011).

The Rule 220(c) affirmance doctrine does not rescue the Court of Appeals' action in this instance. As established in *I'On*, Rule 220(c) permits the Court of Appeals to *affirm* on any ground appearing in the record. *I'On*, 338 S.C. 406. It is a tool available to the respondent (the prevailing party below), and it allows the appellate court to sustain, not to reverse. The Court of Appeals' action here was the opposite: it reversed the Respondents' trial court victory and effectively

rendered judgment for the Appellants on a motion the trial court never evaluated on its merits. *I'On* explicitly states that "an appellate court may not, of course, *reverse* for any reason appearing in the record." *I'On*, 338 S.C. 406 (2000).

Given that the Appellants never preserved the trial court's denial of their summary judgment motion for appeal, it is doubtful that the Court of Appeals should have reviewed that question at all. Even assuming the Court of Appeals could properly reach the question, the appropriate remedy would have been to reverse on a finding of genuine issues of material fact and remand back to the trial court for determination. The Court of Appeals does not have the ability to grant the Appellants' motion for summary judgment itself.

D. If the Court of Appeals Disagreed with the Master's Grant of Summary Judgment, the Correct Procedure was to Find an Ambiguity and Send the Matter Back for Final Determination.

Even if the Court of Appeals disagreed with the Master's interpretation of the Second Settlement Agreement, it was not compelled to reverse outright. A far less drastic alternative was available: the Court could have found the contractual language at issue to be ambiguous. Under South Carolina law, when a Court of Appeals disagrees with a trial court's interpretation of a contract that served as the basis for granting summary judgment, the proper course of action is to reverse the grant of summary judgment and remand the matter to the lower court for trial. This result flows directly from two interlocking principles firmly established by the South Carolina Supreme Court and Court of Appeals: (1) summary judgment is improper whenever a contract is ambiguous because the intent of the parties cannot be gathered from the four corners of the instrument; and (2) the construction of an ambiguous contract is a question of fact for the trier of fact, not a question of law for the appellate court to resolve. *See Lyles v. BMI, Inc.*, 292 S.C. 153, 157, 355 S.E.2d 282, 285 (Ct. App. 1987) (explaining that "where the language of the writing or writings constituting the agreement is ambiguous, summary judgment is improper because the

intent of the parties would then be a genuine issue of fact."). *And see Williams v. Government Employees Insurance Co. (GEICO),* 409 S.C. 586, 594, 762 S.E.2d 705, 710 (2014) ("If the court decides the language is ambiguous, however, evidence may be admitted to show the intent of the parties, and the determination of the parties' intent becomes a question of fact for the fact-finder.").

If the Court of Appeals disagrees with the trial court's contract interpretation, it is reasonable to conclude that the contract was reasonably susceptible to more than one interpretation (i.e., that it was ambiguous). Because the ambiguity generates a genuine issue of material fact about the parties' intent, the appellate court is not at liberty to resolve that factual dispute itself; reversal and remand for trial is the required remedy. While Respondents disagree that the Second Settlement Agreement is ambiguous, a finding of ambiguity by the appellate court and a remand to the trial court would be a judicially appropriate course of action.

South Carolina appellate courts have consistently applied this framework to reverse grants of summary judgment and remand for trial. *Wallace v. Day,* 390 S.C. 69, 700 S.E.2d 446 (Ct. App. 2010) is the most directly on point authority. In that case, the Master-in-Equity in Horry County granted summary judgment in favor of the buyers on their breach of contract claim arising from a condominium purchase contract, and dismissed the seller's breach of contract counterclaim, after construing the contract's default provision in the buyers' favor. *See id.* The Court of Appeals disagreed with the Master's construction, finding "the terms of the contract's default provision to be reasonably susceptible to more than one interpretation." *Id.*, 390 S.C. at 76, 700 S.E.2d at 450. Because the competing interpretations raised "a question of fact that should not have been decided on summary judgment," the Court reversed and remanded "for a full trial on the merits." *Id.*, 390 S.C. at 76 & 78, 700 S.E.2d at 450 & 451. *See also P.D. Stores, Inc. v. Doyle*, 381 S.C. 234, 672 S.E.2d 799 (Ct. App. 2009); *HK New Plan Exchange Property Owner I v. Coker,* 375 S.C. 18, 649

S.E.2d 181 (Ct. App. 2007) (reversing and remanding to the trial court after finding an ambiguity in contractual provisions).

Such a course was not only available to the Court of Appeals but was, under the circumstances, the more appropriate and legally sound remedy. By instead reversing and effectively granting the Appellants' summary judgment motion, the Court of Appeals deprived the parties of the opportunity to present extrinsic evidence regarding the meaning of the Second Settlement Agreement and denied the trial court its proper role as the finder of fact. The Respondents respectfully submit that, at a minimum, this matter should have been remanded for further proceedings consistent with a finding of ambiguity.

CONCLUSION

Wherefore, based upon the foregoing, the record in this matter and the Appellate Briefs, Respondents would respectfully pray that this Court Reconsider its Opinion in this matter to address the issues raised in this Petition for Rehearing.

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The Honorable Mikell R. Scarborough, Master-in-Equity

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and any amendments thereto……..Appellants.

PROOF OF SERVICE

I certify this 19th day of May 2026 that I have served copies of the *Petition for Rehearing, En Banc* upon other counsel of record, by electronic mail, addressed to the following:

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May 19 2026

By: s/ Ian D. McVey

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May 19, 2026

Via U.S. Mail

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

Re: Richard Young and Jason Greene vs. John W. Beasley a/k/a/ John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as Successors in trust under the Beasley Living Trust dated August 14, 2018, and any amendments thereto
Appellate Case No.: 2023-001739
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TP File No.: 19077.101

Dear Ms. Kitchings:

Enclosed please find our firm's check in the amount of $50.00 which represents the filing fee for Appellants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley ***Petition for Rehearing*** filed today in the above-referenced matter.

Sincerely,

TURNER PADGET GRAHAM AND LANEY P.A.

s/ Ian D. McVey

Ian D. McVey

IDM:cnt
Enclosure

cc: Joey R. Floyd