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May 19 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM GREENWOOD COUNTY
COURT OF COMMON PLEAS

HONORABLE ROY R. HEMPHILL

Appellate Case No. 2026-000235

Case No. 2023-CP-24-00287

Brian C. Holtzclaw.....Respondent,

Versus

Jeffery K. Gillian and Marshall Casey PfeifferAppellant.

Record On Appeal

O.W. Bannister
BANNISTER, WYATT & STALVEY, LLC
P. O. Box 10007 (29603)
Greenville, South Carolina
Attorney for the Respondent

May 19, 2026
Pro Se Appellants

Marshall Casey Pfiffer
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Jeffrey K. Gillian
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Certificate Of Counsel

The undersigned certifies that this Record On Appeal contains all material prepared to be included by any of the parties and not any other material and, further, complies with Supreme Court Order dated May 19, 2026, regarding personal identifiers and sensitive information.

BANNISTER, WYATT & STALVEY, LLC



O.W. Bannister (SC Bar # 00506)
24 Cleveland St. (29601)
P. O. Box 10007 (29603)
Greenville, South Carolina
Phone: (864) 298-0084
Fax: (864) 298-0146
Attorney for the Respondent

May 19, 2026

7. On April 24, 2024, Defendants filed a Motion for Summary Judgment. The hearing was noticed for May 7, 2024. At the hearing, counsel for the Plaintiff moved to continue the hearing on the Motion for Summary Judgment to conduct the deposition of Alecia Compton. The continuance was granted.
8. After multiple attempts, the deposition of Mrs. Compton was taken and the Motion for Summary Judgment was heard by virtual hearing on September 4, 2025.

FINDINGS OF FACT

Plaintiff seeks the equitable remedy of specific performance and is seeking damages for breach of contract. As stated in *Amick v. Hagler*, 334 S.E.2d 525 (Ct. App. 1985), specific performance is not available unless the contract expresses the true intent of the parties and is fair, just, and equitable. Further, as clarified in *Ingram v. Kasey's Assoc.*, 531 S.E.2d 287 (2000), the remedy requires:

1. Clear evidence of a valid agreement;
2. Part performance by the plaintiff with knowledge of the defendant; and
3. Plaintiff's continued willingness and ability to perform.

After reviewing the record, the Court finds insufficient evidence of a valid agreement to sell the subject property. Plaintiff relies on the testimony of Alicia Compton to establish agency, but Ms. Compton clearly stated she was only Defendant Gillian's bankruptcy attorney and not his realtor. She further testified that she waited for a contract of sale from the parties to act as a closing attorney, but no such contract was ever presented. While she may have received an offer from Mr. David Peart, there is no evidence of its acceptance. Moreover, Ms. Compton testified that she had no communications with Plaintiff Holtzclaw.

The Defendants have demonstrated that there was no meeting of the minds, no written agreement, and no communication between Mr. Gillian and Mr. Holtzclaw regarding the sale of the property.

The alleged oral agreement also fails under the Statute of Frauds, S.C. Code Ann. § 32-3-10(4), which requires contracts for the sale of land to be in writing and signed by the party to be charged.

Additionally, the communications relied upon by Plaintiff were exclusively between David Peart and Ms. Compton, neither of whom had authority to bind Mr. Gillian to any agreement. There is no evidence of essential terms, such as price or closing date, and no documentation indicating mutual assent.

For these same reasons, the Plaintiff's Breach of Contract claims fail as well.

Accordingly, the Court finds that Plaintiff has failed to produce evidence sufficient to support the claims of breach of contract or specific performance. There is no genuine issue of material fact, and Defendants are entitled to judgment as a matter of law.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Defendants' Motion for Summary Judgment is hereby **GRANTED**, and Plaintiff's claims are **DISMISSED WITH PREJUDICE**, and the **LIS PENDENS** is **CANCELLED** of record.

AND IT IS SO ORDERED.



Roy R. Hemphill
Special Referee for Greenwood County

November 25, 2025
Greenwood, South Carolina

Brian C. Holtzelaw

Jeffrey K. Gillian and Marshal Casey Pfeiffer

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Shawn M. French, Sr.	Attorney for : <input type="checkbox"/> Plaintiff	<input checked="" type="checkbox"/> Defendant
	or	
<input type="checkbox"/> Self-Represented Litigant		

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- 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 : A virtual hearing was held on January 7, 2026 on Plaintiff's Rule 59(e) Motion to Alter or Amend. After hearing argument from both counsel, the Court finds no basis to amend its court's order granting Defendants' summary judgment. Therefore, Plaintiff's motion is denied.

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 - 2026 Jan 14 10:24 AM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

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.



Roy R. Hemphill, Special Referee

Judge Code

1/21/26

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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.

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMOM PLEAS
)	
COUNTY OF GREENWOOD	)	TENTH JUDICIAL CIRCUIT
)	
Brian C. Holtzclaw,	)	C. A. NO.: 2022-CP-24-0287
)	
Plaintiff,)	
)	
v.	)	AMENDED SUMMONS
)	
Jeffery K. Gillian and Marshall Casey)	
Pfeiffer,)	
)	
Defendants.)	

To: The Defendant(s) Above Named:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the Complaint upon the subscriber at 24 Cleveland Street, Suite 100, Greenville, SC 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, a judgment by default will be rendered against you for the relief demanded in the Complaint.

BANNISTER, WYATT & STALVEY, LLC

s/ O. W. Bannister
O. W. Bannister (SC Bar No. 00506)
24 Cleveland Street, Suite 100 (29601)
P. O. Box 10007
Greenville, SC 29603
Ph: 864-298-0084
Fax: 864-298-0146
Email: owbannister@bannisterwyatt.com
Attorney for the Plaintiff

Greenville, South Carolina

7. On or about March 28, 2022, the Defendant Gillian executed a quit claim deed to the Defendant Pfeiffer which is recorded in the records of Greenwood County in Book 1632 at Pages 2547-2549.

FOR A FIRST CAUSE OF ACTION

8. All prior allegations are realleged.

9. Plaintiff is informed, believes, and alleges he is entitled to specific performance of his real estate sales agreement with Defendant Gillian.

10. That the Defendant Pfeiffer was on notice of Plaintiff's claim and Defendant Pfeiffer's deed should be declared null and void.

FOR A SECOND CAUSE OF ACTION

11. All prior allegations are realleged.

12. That the Defendant Gillian breached his contract with Plaintiff over the subject property.

13. That the Defendant Pfeiffer had notice of the Plaintiff's claim but entered into a sales agreement with Defendant Gillian in spite of such notice.

14. That the Plaintiff has been damaged by the loss of the benefit of his bargain.

15. Plaintiff is informed and believes and therefore alleges he is entitled to compensatory damages, actual damages, and punitive damages for the acts and delicts of the Defendants.

WHEREFORE, the Plaintiff prays:

1) That the Court order the Defendant Gillian to perform his agreement to sell the subject property to the Plaintiff.

- 2) That the Defendant Pfeiffer's deed be cancelled or otherwise voided.
- 3) That the Plaintiff have consequential and punitive damages.
- 4) For such other and further relief as deemed just and proper, and the costs of this action.

BANNISTER, WYATT & STALVEY, LLC

s/ O. W. Bannister

O. W. Bannister (SC Bar No. 00506)
24 Cleveland Street, Suite 100 (29601)

P. O. Box 10007

Greenville, SC 29603

Ph: 864-298-0084

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Email: owbannister@bannisterwyatt.com

Attorney for the Plaintiff

Greenville, South Carolina

District Court, Jefferson County, Colorado 100 Jefferson County Parkway Golden, CO 80401	Filed CP 8th Jud Cr Greenwood, SC '22 MAY 23 PM 2:09 COURT USE ONLY
In the Matter of Brian C. Holtzclaw, Plaintiff v. Jeffery K. Gillian	
JEFFERY K. GILLIAN & MARSHALL PFEIFFER as Respondents 105 Eagle Road, Greenwood, SC 29646	Case Number: 22-CP-24-0087 287
RESPONSE TO AMENDED COMPLAINT	

JEFFERY K. GILLIAN and MARSHALL PFEIFFER incorporate herein their filed April 26, 2022 COUNTER CLAIM.

JEFFERY K. GILLIAN & MARSHALL PFEIFFER herein additionally move this Court to add DAVID PEART and SUSAN PEART as Defendants in JEFFERY K. GILLIAN's and MARSHALL PFEIFFER's Counter Claim.

GROUND FOR ADDING SUSAN AND DAVID PEART AS DEFENDANTS IN RESPONDENTS' COUNTER CLAIM:

1. Facts show O. W. Bannister was hired by Susan and David Peart to address this Action on their behalf.
2. Brian C. Holtzclaw appears to be a strawman for Susan and David Peart.
3. Brian C. Holtzclaw's only interest in this Action appears to be causing Susan and David Peart to own the Property in question.
4. Brian C. Holtzclaw's only possible standing in this Action is to collect on David Peart's \$2,580 Judgment. This Action was DISMISSED Due to Bankruptcy on 10/08/2021 by Walter Rutledge Martin.

RESPONSE TO ALLEGATIONS:

Point 3: "Prior to February 28, 2022, the Defendant Gillian, through his attorney and agent, agreed to sell the property described in Attachment "A" attached to and incorporated by reference to the Plaintiff."

Response: Respondents are unaware of such agreement.

Point 4: "Closing was set for March 4, 2022."

Response: Respondents are unaware of any closing scheduled for March 4, 2022 involving any of Respondents.

Point 5: "On the date before the closing was to take place the attorney for Defendant Gillian advised that no closing would take place because Defendant Gillian had entered a contract with another party to purchase the real property described in Attachment "A.""

Response: Respondents are unaware of any Attorney Representing Mr. Gillian in any Real Estate transaction involving Brian C. Holtzclaw, Susan Peart or David Peart.

Point 9: "Plaintiff is informed, believes, and alleges he is entitled to specific performance of his real estate sales agreement with Defendant Gillian."

Response: Respondents are unaware of any "sales agreement" which binds Mr. Gillian to Brian C. Holtzclaw, Susan Peart or David Peart.

Point 12: "That the Defendant Gillian breached his contract with Plaintiff over the subject property."

Response: Respondents are unaware of any "contract" which was breached by Mr. Gillian.

Point 15: "Plaintiff is informed and believes and therefore alleges he is entitled to compensatory damages, actual damages, and punitive damages for the acts and delicts of the Defendants."

Response: Respondents are unaware of Brian C. Holtzclaw's, Susan Peart's or David Peart's legal standing to allege they deserve any compensation.

OBJECTION TO PLAINTIFF'S PRAYERS:

Prayer 1) "That the Court order the Defendant Gillian to perform his agreement to sell the subject property to the Plaintiff."

Objection: Mr. Gillian is under no known legal agreement binding him to execute any sale to alleged Plaintiff.

Prayer 2) "That the Defendant Pfeiffer's deed be cancelled or otherwise voided."

Objection: Mr. Pfeiffer is unaware of any contract or statute which was violated during the execution of the Deed from Mr. Gillian to Mr. Pfeiffer.

Prayer 3) "That the Plaintiff have consequential and punitive damages."

Objection: Respondents are unaware of any injuries to Brian C. Holtzclaw's, to Susan Peart's or

to David Peart's stemming from any of Respondents' actions.

Prayer 4) "For such other and further relief as deemed just and proper, and the costs of this action."



Objection: Respondents are unaware of Plaintiff's legal standing to seek any relief from this Court.

CONCLUSION:

Respondents believe Plaintiff Brian C. Holtzclaw's has no connection to Mr. Gillian or Mr. Pfeiffer or to the Property in question. Furthermore, Respondents believe the facts show Brian C. Holtzclaw is a strawman for Susan Peart and David Peart who have asserted this is their Case.

Respondents believe Brian C. Holtzclaw's Lis Pendens and Complaint are an abuse of the Legal system. Respondents also believe Mr. Gillian and Mr. Pfeiffer are the only Parties having legal standing to make claims of injury as stated in their filed Counter Claim.

Additionally, Respondents to not consent to a Mediator and wish for this matter to go before a Judge.


05-23-2022
JEFFERY K. GILLIAN

05-23-2022
MARSHALL C. PFEIFFER

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of May 2022, a true and correct copy of the foregoing was served on Plaintiff via the Court Clerk and via US Mail on

O. W. Bannister (SC Bar No. 00506)
P. O. Box 10007, Greenville, SC 29603
864-298-0084, Attorney for the Plaintiff


05-23-2022
MARSHALL C. PFEIFFER

District Court, Jefferson County, Colorado 100 Jefferson County Parkway Golden, CO 80401 <hr/> In the Matter of Brian C. Holtzclaw, Plaintiff v. Jeffery K. Gillian	Filed by: J. Gillian 22 APR 25 PM 1:49 Greenwood, SC COURT USE ONLY
JEFFERY K. GILLIAN & MARSHALL PFEIFFER as Respondents 105 Eagle Road, Greenwood, SC 29646	Case Number: 22-CP-24-0087
COUNTER CLAIM	

OBJECTION:

Respondents herein object to Brian C. Holtzclaw's Complaint and reject all claims made on behalf of Brian C. Holtzclaw related to Respondents and as such claims may relate to 105-107 Eagle Rd. Greenwood, South Carolina 29649.

GROUNDS FOR OBJECTION:

The 03/10/2022 LIS PENDENS Case # 2022CP2400287 and the 03/29/2022 Complaint Case 22-CP-24-0087 are failed legal maneuvers executed as a ruse to sabotage any sale of 105-107 Eagle Road prior to the 04/05/2022 scheduled foreclosure. Such Lis Pendens and Complaint were intended to cause the Property to be foreclosed on and thereby allow Brian C. Holtzclaw and/or David Peart to purchase the property at auction.

Brian C. Holtzclaw's claimed standing in this matter stems from an alleged assignment of David Peart's interest in 105-107 Eagle Road to Brian C. Holtzclaw, however whatever interest David Peart may have had in 105-107 Eagle Road outside of his \$2,500 Earnest Money, expired on 10/31/2019 5:00 pm, See Attachment R-A AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL). Furthermore, David Peart's total interest in 105-107 Eagle Road was concluded by THE MAGISTRATE'S COURT (Case 2021CV2410101091) on 08/19/2021 when it granted David Peart his \$2,500 Earnest Money plus \$80.00 in Court Cost for a total award of \$2,580, See Attachment R-B MAGISTRATE'S COURT JUDGMENT.

On February 23rd, 2022 a scheduled Foreclosure hearing was conducted by Curtis Clark, as Special Referee. The attendees included Curtis Clark; Christy Sherpi, Attorney for Neighbors United Federal Credit Union; Jeffery K Gillian and Marshall C Pfeiffer. Neither David Peart, nor Brian Holtzclaw attended the hearing.

COUNTER CLAIM:

Brian C. Holtzclaw's Lis Pendens effectively interfered with and prevented the sale of 105-107 Eagle Road by JEFFERY K. GILLIAN to EDWARD H and ELLEN M PFEIFFER in the amount of \$64,200, See Attachment R-C AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL). Brian C. Holtzclaw's frivolous Lis Pendens therefore justifies a counter claim for treble damages on the part of JEFFERY K. GILLIAN in the amount of \$192,600. Additionally, Brian C. Holtzclaw's frivolous Lis Pendens and Complaint are preventing MARSHALL C. PFEIFFER, current Owner of 105-107 Eagle Road, from selling this property, thereby causing a loss of \$ 225,000 , market value of 105-107 Eagle Road, and causing interest cost of \$340 per month , thereby justifying treble damages of \$676,000, as of 4/25/2022.

CONCLUSION:

Respondents therefore believe the facts show Brian C. Holtzclaw's Lis Pendens and Complaint are frivolous, vexatious and constitute Tortuous Interference of Contract. Respondents further believe JEFFERY K. GILLIAN and MARSHALL C. PFEIFFER deserve treble damages. Respondents herein move the Court to rule Brian C. Holtzclaw's Lis Pendens Case # 2022CP2400287 and Complaint Case 22-CP-24-0087 as frivolous, vexatious and constituting Tortuous Interference of Contract and for this Court to award JEFFERY K. GILLIAN and MARSHALL C. PFEIFFER the treble damages of \$192,600 to JEFFERY K. GILLIAN and \$676,000 to MARSHALL C. PFEIFFER.

JEFFERY K GILLIAN 04-26-2022

JEFFERY K. GILLIAN

MARSHALL C PFEIFFER 04-26-2022

MARSHALL C. PFEIFFER

CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of April 2022, a true and correct copy of the foregoing was served on Plaintiff via the Court Clerk and via US Mail on

O. W. Bannister (SC Bar No. 00506)
P. O. Box 10007, Greenville, SC 29603
864-298-0084, Attorney for the Plaintiff

MARSHALL C PFEIFFER 04-26-2022

MARSHALL C. PFEIFFER

Filed Of 8th Judicial District, Greenville, SC
22 APR 26 PM 1:50

ATTACHMENT R-A



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), David G. Peart and Susan M. Peart, Trustees of the Peart Revocable Trust dated July 15, 2013 ("Buyer"), and

Seller(s), Jeffrey Kirk Gillian ("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Curtis G. Clark, Attorney At Law
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

[] BUYER [] SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 385,000.00 (eight-five thousand and 00/100 dollars)

Payable by transfer of Good Funds via [] Finance or [] a combination of Finance and Cash USD or [X] Cash USD.

Verification of Cash available for Closing is [] attached [] not attached [] to be Delivered before

The sale of Buyer's real property [] is [] is not a contingency for Purchase and terms [] are [] are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, and lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, alarm systems, satellite equipment, roll carts).

Address 105 and 107 Eagle Road Unit #

City Greenwood State of South Carolina

Zip 29649 County of Greenwood

Lot Block Section/Phase Subdivision

Other including a 1985 VEGA M/H Tax Map 6897-213-581

Parties agree that no personal property will transfer as part of this sale, except described below and/or [] in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before October 31, 2013 ("Closing Date") with an automatic extension of business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded

[] BUYER [] BUYER [X] SELLER [] SELLER HAVE READ THIS PAGE

ATTACHMENT R-A

general warranty deed free of encumbrances and liens except as herein stated; and in name(s): David G. Peart and Susan M. Peart, Trustees of the Peart Revocable Trust dated July 15, 2016

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total \$ 2,500.00 (USD) Earnest Money is paid as follows: \$ accompanies this offer and \$ will be paid within Business Days after Effective Date and Earnest Money is in the form of [x] check [] cash [] other (e.g. wire) to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize given directly to seller on 9/20/19 as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. UNLESS OTHERWISE AGREED UPON IN WRITING, THE PARTIES AGREE THAT THE ESCROW AGENT SHALL DISBURSE THE EARNEST MONEY TO THE BUYER UNLESS THERE IS A DISPUTE. PARTIES AGREE THAT A DISPUTE IS DEFINED SOLELY TO MEAN ONLY THAT THE SELLER OR SELLER'S ATTORNEY HAS FILED A LEGAL ACTION TO DETERMINE DISTRIBUTION OF THE EARNEST MONEY WITH A COURT OF COMPETENT JURISDICTION AND SERVED THE LEGAL ACTION'S SUMMONS AND COMPLAINT UPON THE ESCROW AGENT NO LATER THAN 30 BUSINESS DAYS AFTER THIS CONTRACT'S STATED CLOSING DATE. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ OR % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the [] Seller's or [] Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs. The Buyer and Seller will split the closing cost, except the seller will pay the 2019 taxes and will not be pro-rated.

7. FINANCE: Buyer's obligation under this Contract [] is [x] is not contingent upon obtaining financing of a [] 30 year or [] 15 year or [] other purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum % and maximum % of the Purchase Price or Appraised Value

[] BUYER [] BUYER [x] SELLER [] SELLER HAVE READ THIS PAGE

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whichever is lower ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval that contains no unreasonable credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.

Lender (may change): _____ FHA VA Conventional Seller
 Other _____ . An FHA VA Financing Addendum is is not attached. Additional financing terms
 are are not attached.

8. REPAIR PROCEDURE:

Parties agree upon Repair Procedure unless a Due Diligence Addendum is agreed upon and part of this Contract.

(A) All Repair Procedure Inspections shall be completed by _____ . In the event repairs are necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than **2 Business Days after the Repair Procedure Inspection date mentioned above**. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer. Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances.

(B) No later than _____ Business Days after the date of the Delivered Notice of the Repair Requests, Seller shall Deliver Notice agreeing or not agreeing to make repairs in the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller ("Seller Paid Repairs"). **If the Seller agrees to make all the Seller Paid Repairs, the Parties agree to proceed under Contract. The repairs to any other items are the sole responsibility of the Buyer.**

If the Seller does not agree to make all the Seller Paid Repairs, the Buyer shall within **2 Business Days** choose any of the following options: (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs/price or (3) terminate this Contract by Delivered Notice and receive their Earnest Money. **IF BUYER FAILS TO ACCEPT, RENEGOTIATE, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 BUSINESS DAYS: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract. The obligations of the Seller for repairs terminate upon Closing.**

IF A DUE DILIGENCE ADDENDUM IS SIGNED, DATED AND TIMED BY ALL PARTIES; THE PARTIES AGREE THAT THE LANGUAGE IN THE DUE DILIGENCE ADDENDUM SHALL REPLACE THE REPAIR PROCEDURE LANGUAGE IN THIS SECTION AND THE PARTIES AGREE THAT THIS TRANSACTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE DUE DILIGENCE ADDENDUM WHICH GRANTS THE BUYER A UNILATERAL RIGHT TO INSPECT THE PROPERTY AND TERMINATE FOR ANY REASON WITH WRITTEN NOTICE AND PAYMENT OF A FEE IN A PERIOD.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

ATTACHMENT R-A

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed;

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the inspections

Other _____ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:

This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is contingent upon the Buyer Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the Buyer Seller and Delivery to Closing of a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than _____ calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract

If the infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with an infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands determined, and appropriate insurance (e.g. flood, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date will will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company. Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: _____

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

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15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property Issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. If the Seller or Broker deposits the Seller's earnest money into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

Not Applicable - No Broker/Agent Involved in Sale

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

(i) Deliver Notice of Default to Seller and terminate Contract; and

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

ATTACHMENT R-A

- (ii) Pursue any remedies available to Buyer at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (www.NAR.org or REALTORS.org 1-803-772-5206). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of an interpleader action or other action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off-site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, easements, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and are entitled to receive compensation at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda,

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

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ATTACHMENT R-A

amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here: The subject property is being sold AS-IS with no repairs.

The seller and buyer will sign a lease agreement after the closing documents have been signed to reflect the terms of the seller leasing the property from the buyer.

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at _____ AM PM on _____, _____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: _____

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Susan M. Peart Date: 2 Oct 2019 Time: 8:20 AM

BUYER: Don A. Peart Date: 2 Oct 2019 Time: 8:30 AM

Date: _____ Time: _____

Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Jeffery Kirk Hillier Date: Oct 15, 2019 Time: _____

SELLER: _____ Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCR. SCR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

ATTACHMENT R-A

TRANSACTIONAL INFORMATION:

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): _____

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Curtis G. Clark, Attorney At Law

ESCROW AGENT CONTACT INFO: _____

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: BUYER AGENT SELLER SUBAGENT DUAL AGENT BUYER DESIGNATED AGENT*
 CUSTOMER REPRESENTATIVE TRANSACTION BROKERAGE _____

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: Not Applicable - No Broker/Agent Involved in Sale

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: SELLER AGENT SELLER SUBAGENT DUAL AGENT SELLER DESIGNATED AGENT*
 CUSTOMER REPRESENTATIVE TRANSACTION BROKERAGE _____

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: Not Applicable - No Broker/Agent Involved in Sale

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

[] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

ATTACHMENT R-B

STATE OF SOUTH CAROLINA)

2021CV2410101091
CIVIL CASE NUMBER

COUNTY OF GREENWOOD)

IN THE MAGISTRATE'S COURT

JUDGMENT

David Peart
104 Foster Bin Way
Marietta, SC 29661

PLAINTIFF(S)

Vs

Jeffery Gillian
105 Eagle Road
Greenwood, SC 29646

DEFENDANT(S)

The issues in this action were tried in the Greenwood Magistrate on August 19, 2021 at which time a Judgment for the Plaintiff, David Peart, , was rendered in the amount of \$2,500.00.

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Jeffery Gillian

the total amount of **\$2,580.00** which includes other relief, if any, as stated below.

Court Costs / Filing Fees

80.00



JUDGE

Greenwood Magistrate
528 Monument Street
Room 100
Greenwood, SC 29646
Phone: (864) 942-8655 Fax: (864) 942-8663

August 19, 2021

ATTACHMENT R-B

STATE OF SOUTH CAROLINA

2021CV2410101091
CIVIL CASE NUMBER

COUNTY OF GREENWOOD

IN THE MAGISTRATE'S COURT

DISPOSITION ORDER

David Peart

PLAINTIFF(S)

Attorney: _____ () Pro Se

VS

Jeffery Gillian

DEFENDANT(S)

Attorney: _____ () Pro Se

Date Heard 8/19/2021

Civil Action Type: (X) Summons and Complaint; () Claim and Delivery; () Restraining Order
() Rule to Vacate; () Summary Ejectment; () Other: _____

Disposition Type: () **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**. Reason: () Rule 12(b) SCRPC; () Vol. Dis. By Plaintiff
() Agreement of Parties; () Other: _____
() **ACTION STRICKEN**. Reason: () Bankruptcy; () Binding Arbitration
() Other: _____
() **TRANSFERRED TO OTHER COURT**. Transferred for proper jurisdiction.

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

ORDER INFORMATION

This order (X) ends () does not end the case.
Find for the (X) Plaintiff; () Defendant

Eviction/Ejectment: () Granted, out by _____; () Denied
Claim and Delivery: () Granted; () Denied. Pick Up Order issued () Yes () No
Restraining Order: () Granted, expires _____; () Denied
Summons and Complaint: Award made in the amount of \$ _____, plus filing fees of \$ _____, for a total of \$ _____.

Remarks: Judgement for \$2,500.00 plus
\$80.00 court cost.

W. H. Martin
Magistrate

Aug. 19, 2021
Date

ATTACHMENT R-B

8/19 ✓

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

2021CV2410101091
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
AFFIDAVIT OF SERVICE

David Peart
104 Foster Bin Way
Marietta, SC 29661

PLAINTIFF(S)

Vs

Jeffery Gilliam
105 Eagle Road
Greenwood, SC 29646

OFF CALHAN EAST

DEFENDANT(S)

PERSONALLY PREPARED BEFORE ME, the undersigned deponent, who being duly sworn
says that (s)he served the Summons and Complaint in this action
(Describe document(s) served)

on JEFFERY GILLIAM by delivery to
(Name of party served)
A JEFFERY GILLIAM personally;
(Name of party served)

_____ the _____ of the party served,
(Name of person served) (Note relationship to party)

and a person of discretion residing at the residence of the party served;

_____ the _____ of _____
(Name of person served) (Title) (Name of corporate party served)

and leaving with (him) (her) a copy at 105 EAGLE ROAD
(Street address)

in GREENWOOD GREENWOOD County, South Carolina,
(City or Town) County

on 06-03-2021 at 10:20 Hrs o'clock

that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

Unable to locate and serve the above process on the defendant after diligent efforts to do so. The process is returned unexecuted.

Sworn to and Subscribed before me
this 3 day of June, 2021

C Brown 341
Signature of Deponent

Beverly Weaver

Notary Public for South Carolina
My Commission expires 1/21/2025

Entered in the Sheriff's Service Book on _____
Book _____ Page _____ Number _____

Return to:
Greenwood Magistrate
528 Monument Street
Room 100
Greenwood, SC 29646
Phone: (864) 942-8655
Fax: (864) 942-8663

ATTACHMENT R-B

STATE OF SOUTH CAROLINA)

COUNTY OF GREENWOOD)

2021CV2410101091
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

David Peart
104 Foster Bin Way
Marietta, SC 29661

PLAINTIFF(S)

Vs

Jeffery Gilliam
105 Eagle Road
Greenwood, SC 29646

DEFENDANT(S)

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Greenwood Magistrate
528 Monument Street
Room 100
Greenwood, SC 29646
Phone: (864) 942-8655
Fax: (864) 942-8663

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial. If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

June 3, 2021

ATTACHMENT R-B

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

IN THE MAGISTRATE'S COURT

Name: David G. Peart

COMPLAINT

Address: 104 Foster Bin Way
Marietta, SC 29661

Phone: 864.836.8211 864.884.2695

PLAINTIFF(S)

vs.

Name: Jeffery Kirk Gillian

2021-1091

Civil Case Number

Address: 105 Eagle Road
Greenwood, SC 29646

Phone: 864.407.2236

DEFENDANT(S)

I, David G. Peart, the plaintiff in this civil action do make the following claims:

- 1. I believe the defendant, Jeffery Kirk Gillian, is a resident of Greenwood County which is within the jurisdiction of the Greenwood Magistrate Court; or
 The defendant does not live in Greenwood County, but this complaint is within the jurisdiction of the Greenwood Magistrate Court.

2. I make this complaint on the following:

I gave him a check for \$2,500 as a binder
on property at 105/107 Eagle Road, Greenwood, SC.
He did NOT sell the property to me BUT
kept my money

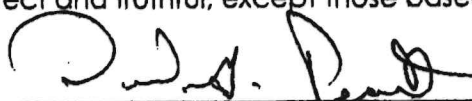
(Attach supplement if necessary)

- 3. I believe, because of the above information, that I am entitled to and do request a judgment for \$2,580.00 and/or other relief as below requested:

Including any costs resulting in this action.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

DATED: 2 June 2021



Plaintiff (agent or attorney for Plaintiff)

ATTACHMENT R-B

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

IN THE MAGISTRATE'S COURT

DAVID G. PEART)

AFFIDAVIT AND ITEMIZATION
OF ACCOUNTS

PLAINTIFF(S))

vs.)

Jeffrey Kirk Gilliam)

2021-1091

Civil Case Number

DEFENDANT(S))

Plaintiff, DAVID G. PEART, personally appearing before me, who being duly sworn, states that he/she is the plaintiff in this action, and that the itemization of accounts which follows is true and correct. He/she further states that no part of the sum included in this itemization below has been paid or satisfied in any fashion, and is today due and owed to him/her.

ITEMIZATION OF ACCOUNTS

<u>check for \$2,500</u>	<u>\$ 2,500</u>
<u>Filing fee \$80⁰⁰</u>	<u>\$ 80</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	<u>\$ 2,580</u>

(Copies of bills, papers, or other proof of any of the above accounts should be attached.)

David G. Peart

Plaintiff (or attorney for Plaintiff)

SWORN to before me this
2 day of June, 2021

Beverly Weaver
Magistrate or Notary Public for South Carolina

My Commission expires: 1/21/2025

ATTACHMENT R-B

Date: June 2, 2021

Branch Banking and Trust

Page 1 of 1

Reference: 20000536557569:20000536557569:20000378325578

2119
67-180/632

SUSAN M PEART
DAVID G PEART
PH. 864-836-8211
104 FOSTER BIN WAY
MARIETTA, SC 29861-9089

20 SEP 2019
Date

PAY to the order of Jeffery K. Williams \$ 2,500 ⁰⁰/₁₀₀

Two Thousand Five Hundred and ⁰⁰/₁₀₀ Dollars

BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

For Deposit *Susan M Peart*
Signature

⑆053201607⑆0005124203092⑆02119

Marked Check

710010236 09202019 >253279345< No Numbers

COPY

FOR DEPOSIT ONLY
NEIGHBORS UNITED
FEDERAL CREDIT UNION

OR NEXT HELP IF MOBILE DEPOSIT
DATE OF THE STAMP OF EACH BANK / TIME: 10:00
A.M. / P.M.

ENDORSE HERE
Jeffery K. Williams

Date 20190923
Amount 250000
Serial Number 0000002119

Account Number 0000005124203092
CR-DR D
Transaction Link 011071290591501723

ATTACHMENT R-C

CONTRACT OF SALE

This agreement is made between **Jeffrey Kirk Gillian** ("Seller") and **Edward H. Pfeiffer and Ellen M. Pfeiffer** ("Buyer")

1. **SALE OF PROPERTY** The Seller agrees to sell and the Buyer agrees to buy the following property located at **105 & 107 Eagle Road, Greenwood, Sc 29649, in Greenwood County, State of South Carolina (TMS #: 6897-219-581)**
2. **PRICE** The sales price is \$ 564,200.00 which will be due at closing
3. **EARNEST MONEY** Earnest money is \$ 5400.00 Cash, to be held by **Bacot & Padgett, LLC** as escrow agent/closing attorney
4. **BUYER'S RIGHT TO WITHDRAW FROM CONTRACT** The Buyer shall have the unconditional right to cancel this contract for any reason whatsoever in the Buyer's sole and absolute discretion by notifying the Seller or the Seller's agent in writing prior to the date of closing, and in that event, neither party shall have any further obligation to the other, however, seller may retain earnest money as liquidated damages
5. **CLOSING DATE** This transaction shall be closed and possession delivered to the Buyer by March 15, 2022. **Closing shall take place at the office of Bacot & Padgett, LLC (Velvet Brown Davis, Attorney), 414 Monument Street, Suite C, Greenwood, SC 29646**. The parties agree that time is of the essence. This contract may be extended only by written agreement signed by the parties. In the event the date of closing is extended by agreement of the parties, the Buyer's Right to Withdraw from Contract shall be automatically extended to mirror the date of closing
6. **CONVEYANCE AT CLOSING** The Seller agrees to execute and deliver a general warranty deed conveying fee simple title to the Buyer, with all stamps affixed thereto, free of encumbrances, except subject to all reservations, easements, rights of way and restrictive covenants of record or on the premises and to all government statutes, ordinances, rules and regulations. **Title to vested as follows: Edward H. Pfeiffer and Ellen M. Pfeiffer**
7. **CLOSING COSTS** The Buyer agrees to pay all closing costs associated with this transaction, including but not limited to, attorney fee, title search fees, title examination/opinion fees, title insurance fees (if applicable), deed mortgage recording fees, deed preparation fees, miscellaneous payoff/satisfaction fees, and deed stamps/transfer tax
8. **ADJUSTMENTS** Taxes shall be prorated as of the date of closing. Tax proration will be based on the tax bills for the previous tax year unless actual tax bills have been issued for the current year. There shall be no obligation on the part of either the Buyer or the Seller to

ATTACHMENT R-C

adjust the tax prorations after closing if the amount of the actual tax bill varies from the amount used to estimate the tax proration.

- 9. **FIRE OR CASUALTY.** In case this property is destroyed wholly or partially by fire or other casualty prior to delivery of the deed, the Buyers shall have the right to terminate this contract.
- 10. **CONDITION OF PROPERTY.** The Buyer acknowledges the Seller gives no guarantee or warranty of any kind, express or implied, as to the physical condition of the property or as to the conditions or existence of improvements, services, appliances or systems therein, or as to merchantability or fitness for a particular purpose or habitability as to the property or improvements thereof, and all warranties, express or implied, are expressly disclaimed by the Seller. **The property is being sold "as is - where is", and the Seller will not be required to make any repairs under any circumstances.**
- 11. **COMPLETE TERMS OF CONTRACT.** The parties agree that this contract contains their complete agreement. Any additions or changes to this contract must be in writing in order to be valid. The parties agree that no oral agreements will vary the terms of this written agreement.
- 12. **MISCELLANEOUS.**
Ellen M. Pfeiffer is a licensed Real Estate Agent in the State of Delaware.
The final transaction will require a Wire Transfer from Bank to Bank.
Marshall C Pfeiffer will assist locally as needed.

SELLER


Jeffrey Kirk Gillian

Date 02 - 28 - 2022

BUYER


Edward H. Pfeiffer

Date 02 - 28 - 2022


Ellen M. Pfeiffer

Date 02 - 28 - 2022

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

BRIAN C. HOLTZCLAW,

Plaintiffs,

v.

JEFFREY K. GILLIAN AND MARSHALL
CASEY PFEIFFER;

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2022-CP-24-0287

Motion for Summary Judgment

TO: O.W. BANNISTER, of BANNISTER, WYATT & STALVEY, LLL, ATTORNEY
FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that the Defendants, by and through their attorney, will, on the 10th day after service of this motion, move before the Special Referee Roy Hemphill for an Order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, granting the Plaintiff Summary Judgment in this matter.

This motion is made on the grounds that there is no genuine issue as to any material fact and that the Plaintiff is entitled to Judgment as a matter of law. This motion is based upon the pleadings in this case, affidavits, applicable case law, and a memorandum of law to be filed prior to the hearing in this matter.

Defendants' counsel states that consultation with the Plaintiff's Counsel would serve no useful purpose in this action.

/s/Shawn M. French, Sr

Shawn M. French, Sr., SC Bar No. 75007
1476 Ben Sawyer Blvd, Ste 3
Mt. Pleasant, SC 29464
(843)606-6440 (ph)
(888)850-0948 (fax)

shawn@thefrenchlawfirm.com

Attorney for Defendants

April 10, 2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

BRIAN C. HOLTZCLAW,

Plaintiffs,

v.

JEFFREY K. GILLIAN AND MARSHALL
CASEY PFEIFFER;

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2022-CP-24-0287

Memorandum in Support of
Motion for Summary Judgment

The Defendants, Jeffrey K. Gillian and Marshall Casey Pfeiffer, file this memorandum in support of their Motion for Summary Judgment.

INTRODUCTION:

Mr. Holtzclaw claims an oral contract for the sale of land between himself and Jeffrey Gillian. According to Mr. Holtzclaw, this contract was formed at an unspecified time before February 28, 2024, for an unspecified amount with unspecified terms. He alleges this contract bound Mr. Gillian to him for the sale of Mr. Gillian's home. There are no communications between Mr. Holtzclaw and Mr. Gillian and there is nothing in writing memorializing the agreement. Mr. Holtzclaw does not even claim there is a contract in either of his two affidavits filed in this case. The vague communications he relies on were entirely between David Peart and Alicia Compton. Mr. Holtzclaw claims Mrs. Compton was Mr. Gillian's agent in this transaction but has provided no evidence supporting his assertion. Mr. Gillian entered into a written contract and sold the property to Mr. Pfeiffer. Mr. Holtzclaw and Mr. Peart decided to file the lis pendens in an attempt get ownership of property Mr. Gillian did not want to sell to them.

PROCEDURAL HISTORY:

The Lis Pendens in this action was filed on March 10, 2023. Mr. Pfeiffer purchased the property on March 28, 2022. The Summons and Complaint were filed on March 29, 2022. There

was a Motion to Dismiss filed by the Defendants which was denied. This matter was referred to Roy Hemphill by the consent of all parties at a hearing on January 31, 2024.

STATEMENT OF FACTS:

This is a case for specific performance and breach of contract. However, there is no contract. Without a contract, there is nothing for the court to enforce and the court should grant the Defendants' Motion for Summary Judgment.

Before Brian Holtzclaw sued Mr. Gillian, they only met one time in 2019 at a social setting. Other than that, they never spoke and never communicated with one another directly or indirectly. (Affidavit of Jeffrey Gillian).

David Peart is the plaintiff's father-in-law. He owns land adjacent to this property and is desperate to own this parcel.

In February of 2022, the Master-in-Equity scheduled the property for another foreclosure sale in April. Mr. Pfeiffer bought the property On March 28, 2022, from Mr. Gillian. This purchase paid off the mortgage and avoided a foreclosure auction.

The Plaintiff alleges Alicia Compton agreed to sell him the property at 105 and 107 Eagle Road on behalf of Mr. Gillian as Mr. Gillian's agent. Ms. Compton was Mr. Gillian's bankruptcy attorney only. Neither she nor Mr. Peart are licensed realtors in the State of South Carolina. Mr. Gillian never authorized or engaged her to sell his property. Ms. Compton is not a party to this case, has not been deposed, and has submitted no affidavit in this matter.

STANDARD OF REVIEW

Summary Judgment is appropriate when it is clear there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. see *Young v. SC DEPT. OF*

CORRECTIONS, 333 S.C. 714, 511 S.E.2d 413 (S.C. App. 1999). After the movant has carried its burden of identifying issues where there is no genuine issue of material fact, the non-moving party must then produce evidence upon which a finder of fact could reasonably base a verdict in its favor. *see Anderson v. Liberty Lobby, Inc*, 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). “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. Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial. Rule 56(c), SCRPC.” *Regions Bank v. Schmauch*, 582 S.E.2d 432, 354 S.C. 648 (S.C. App. 2003)

LEGAL ARGUMENTS

1. Oral Agreements to sell land are not enforceable.

Assuming there was an agreement, the agreement is unenforceable under the Statute of Frauds. “Any contract for an interest in land ... must be in writing and signed by the party against whom it is seeking to be enforced. South Carolina Code Ann. § 32-3-10(4).” *Player at* 105, 894. “[T]he burden of proof [is] upon the [plaintiffs] to establish the contract ‘by competent and satisfactory proof, such as is clear, definite, and certain.’ * * * (T)he degree of certainty required is reasonable certainty, having regard to the subject-matter of the contract.” *Id. citing Aust v. Beard*, 230 S.C. 515, 521, 96 S.E.2d 558, 561 (1957).

There is no written agreement from Mr. Gillian to sell his property to Mr. Holtzclaw.

"The Statute of Frauds does not require any particular form of writing. It may be satisfied entirely by a written correspondence." *Cash v. Maddox*, 265 S.C. 480, 484, 220 S.E.2d 121,122, (S.C. 1975). However, a memorandum has to provide enough detail to avoid the use of parole evidence. Furthermore, any writing a party wants to use to void the Statute of Frauds, “must

reasonably identify the subject matter of the contract, sufficiently indicate a contract has been made between the parties, and state with reasonable certainty the essential terms of the agreement. *Id.*

No such writing exists.

Mr. Peart's affidavit from August 2022 has three emails between David Peart and Alicia Compton's office. None of them mention the existence of a contract between Mr. Gillian and anyone. Mr. Gillian did not even know about these emails until after the case was filed so he cannot intend them to be anything. "A writing prepared by a party to a contract or by his agent may constitute a memorandum sufficient to satisfy the Statute of Frauds . . . provided it is intended to evidence the contract of the parties and its contents are disclosed for that purpose." *Player* at 106, 894 citing *Smith v. McClam*, 289 S.C. 452, 346 S.E.2d 720 (1986).

Alicia Compton was never Mr. Gillian's agent for any real estate transaction. Nothing she says or does can bind him to any agreement. Furthermore, none of the documents or communications provide the detail needed to overcome the Statute of Frauds. There is no discussion of when the agreement was made, what the terms of the sale would be, who would pay what costs, the sale price, or any of the substantive and material terms of a real estate purchase and sale.

2. Brian Holtzclaw has no agreement to enforce.

In this case, the plaintiff alleges that he has a contract with Jeffrey Gillian to purchase the real property at 105 and 107 Eagle Road. Both his claim of Specific Performance and Breach of Contract require him to show that there is an agreement. He cannot.

"South Carolina common law requires that, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement." *Player v. Chandler*, 299 S.C. 101,105, 382 S.E.2d 891 (S.C. 1989). There was no meeting of the minds. They have never discussed the sale of this property. Other than one chance social encounter 5 years ago, the only communication has been through this case.

Second, there is no evidence as to the terms of the agreement. Other than Mr. Holtzclaw's claim that Alicia Compton promised Mr. Gillian would sell the property to David Peart, there are no terms for this alleged agreement. There is no price, there is no date, there is literally nothing about the substance of an agreement.

There was never any meeting so there was no "meeting of the minds" sufficient to form a contract between the parties. Without a meeting of the minds, the plaintiff cannot claim a right to specific performance and breach of contract.

3. Brian Holtzclaw is barred by the Statute of Frauds from enforcing the agreement he has with David Peart.

It has been made clear that David Peart did all the communicating with Alicia Compton. Mr. Holtzclaw claims to have an oral agreement with David Peart for the assignment of David Peart's interest in this property. In responding to the Defendants' discovery, he said:

11. Is there an active contract between Brian Holtzclaw and David Peart pertaining to 105-107 Eagle Road, Greenwood SC? If yes, disclose a copy of the agreement.

RESPONSE: Yes. Oral and obtaining of funds by Brian Holtzclaw.

Mr. Holtzclaw's interest is an assignment of an interest in land (whatever interest there may be) but it is not in writing. It cannot be enforced because it is also subject to the Statute of Frauds.

CONCLUSION

In this case, the non-moving party has failed to provide any evidence to support the allegations in its complaint. Even if the allegations are true, the Plaintiff has no legal rights to the relief he requests. Given the facts of this case, there is no genuine issue of material facts at dispute and judgment should be entered in favor of the Defendants, Jeffrey Gillian and Marshal Pfeiffer.

/s/Shawn M. French, Sr
851 HWT 378
Suite 100 1074
Lexington, SC 29072
(843)606-6440 (ph)
(888)850-0948 (fax)
shawn@thefrenchlawfirm.com
Attorney for Defendants

May 6, 2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Brian C. Holtzclaw,
Plaintiff,

vs.

Jeffery K. Gillian and Marshall
Casey Pfeiffer,
Defendants.

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT

DOCKET NO.: 2022-CP-24-0287

**PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT**

Gillian and Pfeiffer allege as grounds for Summary Judgment: (1) there is no written contract for the sale of the property, so any contract is unenforceable under the Statute of Frauds, S.C. Code § 32-3-10(4); (2) the Plaintiff Brian Holtzclaw has no contract to enforce; and (3) the Plaintiff, Brian Holtzclaw is bared from enforcing any contract made by David Peart to purchase the real estate in question due to the Statute of Frauds.

With reference to the Response to the Amended Complaint, which is on file with this Court, Gillian and Pfeiffer's first and third grounds for Summary Judgment are not available to them.

Gillian, the owner of the real estate subject to the contract, must specifically plead the Statute of Frauds as an affirmative defense. SCRCP 8(c). Gillian waived this defense by failing to plead it as an affirmative defense. *Tupper v. Dorchester County*, 326 S.C. 318, 487 S.E.2d 187 (1987). Denying the existence of a contract to sell real estate is a different defense from alleging that an oral contract is unenforceable because it is not in writing.

Courts do not protect a person who, with full opportunity to assert an affirmative defense, fails to do so. *See King v. Oxford*, 282 S.C. 307, 318 S.E.2d 125 (Ct. App. 1984).

Pheiffer cannot assert the Statute of Frauds because he is not a party to the contract between Gillian and Holtzclaw or David Peart. *Hatcher v. Harleysville Mutual Insurance Co.*, 266 S.C. 548, 225 S.E.2d 181 (1976). In addition, he did not plead the Statute of Frauds in his joint Answer to the Amended Complaint.

Gillian and Pheiffer argue in their second ground for Summary Judgement that there was no agreement between Holtzclaw and Gillian, no terms of the agreement to sell, no price, and no date for the execution of the sale.

Gillian does not address the long-established rule that the action of one's attorney binds the Client. *Greenville Income Partners v. Holman*, 308 S.C. 105, 417 S.E.2d 107 (Ct. App. 1992). One's attorney is often referred to as the "alter ego" of the client. *Myrtle Beach Lumber Co. v. Globe International Corp.*, 281 S.C. 290, 315 S.E.2d 142 (Ct. App. 2984).

Gillian and David/Susan Peart contracted for Gillian to sell and the Pearts to buy the property attached to the current complaint as Exhibit A. The sale fell through after the Pearts' title check discovered a large federal tax lien and a smaller state tax lien on the property.

Gillian faced a mortgage foreclosure and admittedly hired attorney Alecia Compton to file for Bankruptcy to avoid a foreclosure sale.

David Peart obtained a judgment against Gillian for the \$2,500 he paid as a deposit. Peart was listed as a creditor in the bankruptcy. Ultimately, the bankruptcy was dismissed.

During the two filings for bankruptcy, David Peart had dealings with attorney Compton. After the last bankruptcy was filed, Peart approached Compton about buying the property from Gillian. This was the same property Gillian had earlier agreed to sell to the Pearts. (Exhibit 1).

Peart recorded the following conversation with Compton: “Hi, this is Alecia Compton. I am returning Mr. Peart’s call. I’d be happy to discuss any offers with you. Just give me a call back at 864 450 9042. Thank you.”

December 17th: “Hi. This is Alecia Compton. I was calling for Mr. Peart to give him the report on the house on what it would cost to purchase it regarding Mr. Gillian’s case. You can reach me at 864 450 9042. Thank you.”

December 28th: “Hey, Mr. Peart. This is Alecia Compton. I was returning your call and email you that Mr. Gillian does want to sell the property to you. And I am sorry I have been out with COVID, and I am still in and out because of it.” (omitted) (emphasis added).

February 1st: “Yes, Mr. Peart, this is Dana at Alecia Compton’s office. She wanted me to call you back and let you know that we are still waiting on the title search from the abstractor.” (omitted) (the recordings are attached as Exhibit 2).

On January 11, 2022, Alecia Compton sent the e-mail attached as Exhibit 3. The e-mail ordered a title search of 105 Eagle Rd, Greenwood, which is the same property Gillian contracted to sell to Peart that fell through due to undisclosed liens.

In the January 11, 2022, e-mail, Compton stated, “the buyer is David Peart, the seller is Jeffery Gillian, and it is a cash sale. They want to close ASAP” (emphasis added).

At the request of Peart, he was given a note from Compton’s office with the exact figure to bring to the closing. (Exhibit 4).

Peart was charged with the cost of the title check. (Exhibit 5).

Peart was given a closing date that was cancelled. (Exhibit 1).

Gillian's argument that there was no contract between Holtzclaw and Gillian disregards the point that Peart could purchase the property and have it placed in Holtzclaw's name.

Plaintiff Holtzclaw had the money to purchase the property and was to be the title owner. The property is next to property owned by David and Susan Peart. Holtzclaw is the Peart's son-in-law.

Because Holtzclaw was to provide the funds to purchase Gillian's property, he is the real party in interest and entitled to bring the suit for specific performance. Rule 17(a) SCRPC. As stated in *Stoney v. Stoney*, 425 S.C. 47, 819 S.E.2d 201 (Ct. App. 2018), the real party in interest is one who has a real, actual, material or substantial interest in the subject matter of the action, as distinguished from one who has only a nominal formal, or technical interest in the action. Furnishing the purchase price and having the property placed in his name makes Holtzclaw the real party in interest.

The Court need not be troubled by the fact that David Peart did all the negotiations with Gillian's attorney, Alecia Compton. The relationship between Peart and Holtzclaw was clearly one of agency. As described in *Peoples Fed. Sav. & Loan Ass'n v. Myrtle Beach Golf & Yacht Club*, 310 S.C. 132, 425 S.E.2d 764 (Ct. App. 1992), agency is a fiduciary relationship which results from the manifestation of consent by one person to another to be subject to the control of the other and to act on his behalf.

As to the terms of the agreement, Gillian was to sell his interest in Eagle Rd. to a buyer.

As to the date the sale was to take place, Peart was given a date of March 4, 2022 (Exhibit 1).

As to the price, Peart was given a written price by Alecia Compton's office.

While never delivered to Holtzclaw or Peart, Gillian's attorney had the title checked, prepared a HUD closing statement with all the figures calculated, and other closing documents. One has to suspend belief to conclude Alecia Compton did not make a contract for Gillian to sell his property for a certain price at a certain date. (Exhibit 6).

The Statute of Frauds is not an issue because it was not plead. The only issue before the Court is whether or not the requirements of a contract were met. A meeting of the minds is essential to a contract; the e-mail of Gillian's attorney states: "the buyer is David Peart, the seller is Jeffery Gillian, and it is a cash sale. They want to close ASAP."

In her deposition, Gillian's attorney, Alecia Compton, was asked about the email she sent to a title checker, Sean, concerning the sale by Gillian to Peart. When asked if the email was based on a conversation with her client, Gillian, her answer was yes. (page 28, line 11; page 29, line 11; deposition of Alecia Compton, Exhibit 7).

The referenced email reflects that Gillian was selling Eagle Rd. to Peart. The price Peart was to pay was given to Peart on a slip of paper from Compton's office. The slip reflects the sale price was \$125,224.00, which corresponds to the HUD statement prepared at the direction of Compton. The closing date was set.

CONCLUSION

Summary Judgement is only appropriate when there is no dispute of the facts or law to be applied. Here, there are disputes of fact in that Gillian denies the existence of an oral contract that contradicts a mountain of evidence that there was one. Several issues of law are also present. For this reason, Summary Judgement is not appropriate.

Respectfully Submitted,
BANNISTER, WYATT & STALVEY, LLC



O.W. Bannister – SC Bar No. 506
24 Cleveland Street, Suite 100 (29601)
P. O. Box 10007 (29603)
Greenville, South Carolina
Phone: (864)298-0084; Fax:(864)298-0146
Attorney for the Plaintiff

August 27, 2025
Greenwood, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) **AFFIDAVIT OF DAVID PEART**

PERSONALLY APPEARED before me David G. Peart, the undersigned, who, being duly sworn, states as follows:

My wife and I own the lot next door to the two lots that are the subject of the lawsuit, Brian C. Holtzclaw v. Jeffrey K. Gillian and Marshall Casey Pfeiffer, 2022-CP-24-0287. Our lot is in a Revocable Trust that after our death the lot would go to our daughter, Tamiko T. Holtzclaw or if she is deceased, to our son-in-law, Brian C. Holtzclaw.

The Defendant Jeffery Kirk Gillian owned the two lots that are the subject of the above-described lawsuit.

On October 15, 2019, Gillian signed a contract to sell the lots to David G. Peart and Susan M. Peart, Trustees of the Peart Revocable Trust. The two lots identified as 105 and 107 Eagle Road, Greenwood, SC. The sales price was \$85,000 of which we had paid Gillian \$2,500 as a down payment on September 20, 2019. The check is attached as Attachment A. The sales contract, Attachment B, provided closing on October 31, 2019. Paragraph 4 of the contract provides in part "Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrance and liens except as herein stated." No liens were shown in the contract.

The title check of Gillian's lots revealed a South Carolina Department of Revenue lien of over \$24,000. Gillian professed no knowledge of the lien. The closing did not occur.

The parties worked out an oral arrangement to pay the S.C. taxes and go through with the closing.

At the second closing, we learned the IRS had a lien of over \$34,000 on Gillian's lots. The closing did not go through. Gillian again professed no knowledge of the IRS lien.

Gillian did not return the \$2,500 deposit.

Gillian's two lots came up for public auction due to foreclosure of a mortgage on October 5, 2020, and again on October 4, 2021. On both occasions we were prepared to bid but the lots were withdrawn because Gillian had filed bankruptcy.

Attorney Alicia T. Compton represents Gillian in the bankruptcies. The first bankruptcy was dismissed as was the second. See Attachment C.



I negotiated with Ms. Compton to buy the two lots after the bankruptcy was dismissed. I have a recording of a conversation with Ms. Compton saying Gillian wanted to sell the lots to me. We came to an agreement, and she ordered a title search and sent me the bill. (Attachment D).


On February 20, 2022, I notified Ms. Compton to put the title in Mr. Holtzclaw's name. (Attachment E). I kept asking Ms. Compton or her paralegal for a payoff. I finally got a slip from her showing the payoff of \$125,224.60. (Attachment F).

On the day of the closing I received a call advising not to come to the closing because Gillian had contracted to sell the property to another party.

On March 10, 2022, my son-in-law filed a Lis Pendens (Attachment G).

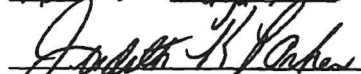
On March 28, 2022, Gillian executed a Quitclaim Deed to Marshall Casey Pfeiffer (Attachment H).

Further, Deponent saith not.

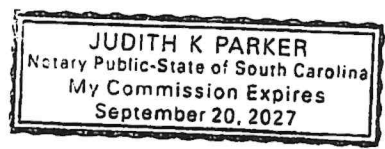


David G. Peart

SWORN TO before me this
16 day of August, 2022.



NOTARY PUBLIC for South Carolina
My Commission Expires: 09/20/2027
Print Name: Judith K Parker



Date: June 2, 2021

Branch Banking and Trust

Page 1 of 1

Reference: 20000536557569;20000536557569;20000378325578

SUSAN M PEART
DAVID G PEART
PH. 864-835-8211
104 FOSTER BIN WAY
MARIETTA, SC 29851-9059

2119
67-186/532

20 Sept 2019

PAY to the order of Jeffrey K. Gilliam \$ 2,500 ^{NY}/₁₀₀

Two Thousand Five Hundred and ^{NY}/₁₀₀ Dollars

BRBT BRANCH BANKING AND TRUST COMPANY
1-800-BANK 837 BRBT.com

For Deposit Signature [Signature]

⑆053204607⑆0005124203092⑆02119

ENDORSE HERE

[Signature]

FOR DEPOSIT ONLY
NEIGHBORS UNITED
FEDERAL CREDIT

⑆053204607⑆0005124203092⑆02119

Date	20190923	Account Number	000005124203092
Amount	250000	CR-DR	D
Serial Number	0000002119	Transaction Link	011071290591501723

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AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), David G. Peart and Susan M. Peart, Trustees of the Peart Revocable Trust dated July 15, 2013
Seller(s), Jeffrey Kirk Gillian ("Buyer"), and _____ ("Seller")

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
- (B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
- (C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Curtis G. Clark, Attorney At Law
- (D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
- (E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
- (F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
- (G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 385,000.00 (eight-five thousand and 00/100 dollars)
Payable by transfer of Good Funds via Finance or a combination of Finance and Cash USD or Cash USD.
Verification of Cash available for Closing is attached not attached to be Delivered before _____
The sale of Buyer's real property is is not a contingency for Purchase and terms are are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, and lease issues prior to signing Contract. Leasing issues and items see Adjustments (e.g. tenants, rents, deposits, documents, alarm systems, satellite equipment, roll carts).

Address 105 and 107 Eagle Road Unit # _____
City Greenwood State of South Carolina _____
Zip 29649 County of Greenwood
Lot _____ Block _____ Section/Phase _____ Subdivision _____
Other Including a 1985 VEGA M/H Tax Map 6897-219-581

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before October 31, 2019 ("Closing Date") with an automatic extension of _____ business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

general warranty deed free of encumbrances and liens except as herein stated; and in name(s):
David G. Peart and Susan M. Peart, Trustees of the Peart Revocable Trust dated July 15, 2018

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. EARNEST MONEY: Total \$ 2,500.00 (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ _____ will be paid within _____ Business Days after Effective Date and Earnest Money is in the form of check cash other (e.g. wire) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or as required for Closing by Closing Attorney. Buyer and seller authorize _____ given directly to seller on 8/26/13 as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS AGREED UPON IN THIS CONTRACT. UNLESS OTHERWISE AGREED UPON IN WRITING, THE PARTIES AGREE THAT THE ESCROW AGENT SHALL DISBURSE THE EARNEST MONEY TO THE BUYER UNLESS THERE IS A DISPUTE. PARTIES AGREE THAT A DISPUTE IS DEFINED SOLELY TO MEAN ONLY THAT THE SELLER OR SELLER'S ATTORNEY HAS FILED A LEGAL ACTION TO DETERMINE DISTRIBUTION OF THE EARNEST MONEY WITH A COURT OF COMPETENT JURISDICTION AND SERVED THE LEGAL ACTION'S SUMMONS AND COMPLAINT UPON THE ESCROW AGENT NO LATER THAN 30 BUSINESS DAYS AFTER THIS CONTRACT'S STATED CLOSING DATE. FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SOUTH CAROLINA TREASURER AS UNCLAIMED PROPERTY. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE ESCROW AGENT AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from: selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, flood, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____ OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Private/public transfer fees and any costs similar to transfer fees (e.g. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association) are the Seller's or Buyer's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs. The Buyer and Seller will split the closing cost, except the seller will pay the 2013 taxes and will not be pro-rated.

7. FINANCE: Buyer's obligation under this Contract is is not contingent upon obtaining financing of a 30 year or 15 year or other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a minimum _____ % and maximum _____ % of the Purchase Price or Appraised Value

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whichever is lower ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-financing loan approval that contains no unreasonable credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.

Lender (may change): _____ FHA VA Conventional Seller
 Other _____ . An FHA VA Financing Addendum is is not attached. Additional financing terms are are not attached.

8. REPAIR PROCEDURE:

Parties agree upon Repair Procedure unless a Due Diligence Addendum is agreed upon and part of this Contract

(A) All Repair Procedure Inspections shall be completed by _____. In the event repairs are necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Repair Procedure Inspection date mentioned above. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer. Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances.

(B) No later than _____ Business Days after the date of the Delivered Notice of the Repair Requests, Seller shall Deliver Notice agreeing or not agreeing to make repairs in the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller ("Seller Paid Repairs"). If the Seller agrees to make all the Seller Paid Repairs, the Parties agree to proceed under Contract. The repairs to any other items are the sole responsibility of the Buyer.

If the Seller does not agree to make all the Seller Paid Repairs, the Buyer shall within 2 Business Days choose any of the following options: (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs/price or (3) terminate this Contract by Delivered Notice and receive their Earnest Money. IF BUYER FAILS TO ACCEPT, RENEGOTIATE, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 BUSINESS DAYS: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract. The obligations of the Seller for repairs terminate upon Closing.

IF A DUE DILIGENCE ADDENDUM IS SIGNED, DATED AND TIMED BY ALL PARTIES; THE PARTIES AGREE THAT THE LANGUAGE IN THE DUE DILIGENCE ADDENDUM SHALL REPLACE THE REPAIR PROCEDURE LANGUAGE IN THIS SECTION AND THE PARTIES AGREE THAT THIS TRANSACTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE DUE DILIGENCE ADDENDUM WHICH GRANTS THE BUYER A UNILATERAL RIGHT TO INSPECT THE PROPERTY AND TERMINATE FOR ANY REASON WITH WRITTEN NOTICE AND PAYMENT OF A FEE IN A PERIOD.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

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15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Business Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

Not Applicable to Broker/Agent Involved in Sale

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make estimate or proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"). Buyer may:
(i) Deliver Notice of Default to Seller and terminate Contract; and

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- (ii) Pursue any remedies available to Buyer at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"). Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions including reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (www.nar.org or REALTORS.org 1-803-772-5206). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of an interpleader action or other action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties, except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage, (3) off site conditions, (4) schools, (5) title including but not limited to easements, encroachments, projections, encroachments, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and are entitled to receive their compensation in cash and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda,

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amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified described here: The subject property is being sold AS-IS with no repairs.

The seller and buyer will sign a lease agreement after the closing documents have been signed to reflect the terms of the seller leasing the property from the buyer.

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL. Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at AM PM on , unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline:

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are attached or to be Delivered within Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Susan M. Peart Date: 2 Oct 2019 Time: 8:20 AM
BUYER: David A. Peart Date: 2 Oct 2019 Time: 8:30 AM

Date: _____ Time: _____

Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Gilbert Kirk Hillier Date: Oct 15, 2019 Time: _____
SELLER: _____ Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCAR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCAR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCAR. SCAR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

6/30/22, 8:55 AM

Yahoo Mail - Jeffery Gillian - 21-02556/hb

Jeffery Gillian - 21-02556/hb

From: Dana Jennings (dana@aleciacomptonlawoffice.com)

To: duty10f@yahoo.com

Date: Monday, January 10, 2022 at 03:14 PM EST

Dear Mr. Pearl,
Please see attached Debtor's Voluntary Dismissal that was filed Friday, January 7, 2022.
Also, please confirm receipt of this email.
Thank you,

--
Dana Jennings
Alecia Compton Law Office, LLC
109 Oak Avenue, Suite A
Greenwood, SC 29846
(864) 450-9042



20220107 Debtor's voluntary dismissal.pdf
241.3kB

3
ELECTRONICALLY FILED - 2025 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287
ELECTRONICALLY FILED - 2022 Aug 22 4:44 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA


IN RE:)	
	)	CASE NO: 21-02556/hb
Jeffery Kirk Gillian,	)	CHAPTER: 13
)	
Debtor(s))	

DEBTOR'S VOLUNTARY DISMISSAL

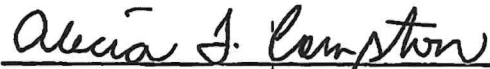
The Debtor, pursuant to 11 U.S.C. § 1307(b), hereby elects to dismiss the above-captioned case.

This case has not been previously converted under Section 706 or 1112 of the Bankruptcy Code.

Done 1/7, 2022



 Jeffery Kirk Gillian



 Alecia T. Compton
 Attorney for Debtor
 109 Oak Avenue, Suite A
 Greenwood, SC 29646
 (864) 450-9042
 District ID #5847

ELECTRONICALLY FILED - 2025 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287
ELECTRONICALLY FILED - 2022 Aug 22 4:44 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

OCTOBER, 2020 SALES LIST

Greenwood County

Sale date - October 5, 2020 @ 11:00 a.m.

- | | | |
|----|--|---|
| 1. | Lakeview Loan Servicing, LLC,
vs.
Ashley Bryan Cox a/k/a Ashley B. Cox,
102 Sylvan Road,
Greenwood, South Carolina 29649 | 2019-CP-24-01435
Finkel Law Firm, LLC
843-577-5460
Deficiency Waived |
| 2. | Wilmington Savings Fund Society, et al.,
vs.
Lorine Smith, et al.,
220 McKellar Drive,
Greenwood, South Carolina 29646 | 2020-CP-24-00563
Finkel Law Firm, LLC
843-577-5460
Deficiency Waived |
| 3. | Stoney Point Property Owners' Association, Inc.,
vs.
David Madden and Herman E. Madden (Deceased)
Lot Nos 14-16 on Village Road,
Greenwood, South Carolina 29649 | 2019-CP-24-00801
McCabe Trotter & Beverly, PC
803-724-5002
Deficiency Waived |
| 4. | Neighbors United Federal Credit Union,
vs.
Jeffery Kirk Gillian, et al.,
105 and 107 Eagle Road,
Greenwood, South Carolina 29646 | 2020-CP-24-00112
Shery and Jones, PA
803-356-3327
Deficiency Waived |

OCTOBER, 2021 SALES LIST

Greenwood County

Sale date - October 4, 2021 at 11:00 a.m.

- | | |
|---|--|
| <p>1. Nationstar Mortgage, LLC et al.,
vs.
Celester L. Richards, et al.,
114 Kingston Road
Greenwood, South Carolina 29649</p> | <p>2019-CP-24-01220
Finkel Law Firm LLC
843-577-5460
Deficiency Waived</p> |
| <p>2. South State Bank, N.A.,
vs.
Norman C. Williams, et al.,
324 Pinehurst Drive,
Greenwood, South Carolina 29646</p> | <p>2021-CP-24-00179
Smith Debnam, LLP
843-714-2530
Deficiency Waived</p> |
| <p>3. Neighbors United Federal Credit Union,
vs.
Jeffery Kirk Gillian, et al.,
105 and 107 Eagle Road,
Greenwood, South Carolina 29646</p> | <p>2020-CP-24-00112
Sherpy and Jones, PA
803-356-3327
Deficiency Waived</p> |
| <p>4. U.S. Bank Trust N.A., et al.,
vs.
Freda E. Sartin, et al.
1103 Chinquapin Road,
Greenwood, South Carolina 29649</p> | <p>2018-CP-24-00353
Scott and Corley, P. A.
803-252-3340
Deficiency Waived</p> |

105 Eagle Road

From: Dana Jennings (dana@aleciacomptonlawoffice.com)

To: duty10f@yahoo.com

Date: Wednesday, March 16, 2022, 05:00 PM EDT

Mr. Peart,

Per Ms. Compton, please see attached invoice and title search. Please mail payment to the title abstractor, Mr. Sean White. Thank you,

-

Dana Jennings, Legal Assistant
Alecia Compton Law Office, LLC
(864) 450-9042

WE HAVE MOVED!

Please note our new physical and mailing address below!

Mailing Address

PO Box 148
Greenwood, SC 29648

Physical Address

340-A Main Street
Greenwood, SC 29646



doc04679020220316163346.pdf
268.1kB



doc04679120220316163855.pdf
23.9MB

ELECTRONICALLY FILED - 2025 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287
ELECTRONICALLY FILED - 2022 Aug 22 4:44 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

Sean White Title Abstracting
 P O Box 1493
 Greenwood SC 29648
 ph: 864-377-0642 email:
 seanw.title@gmail.com

Invoice

1/25/2022	23861
-----------	-------

Alecia Compton

		DUPLICATE	ISSUE NUMBER
		2/24/2022	
DESCRIPTION	QUANTITY	RATE	TAMOUNT
Title Search	105 Eagle Rd-Gillian to Peart	1	135.00
Subtotal			135.00
0% Tax			0.00
Total			135.00
Balance Due			135.00

ELECTRONICALLY FILED - 2022 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

Sale of Jeff Gillian property

From: David (duty10f@yahoo.com)

To: alecia@aleciacomptonlawoffice.com; dana@aleciacomptonlawoffice.com

Date: Sunday, February 20, 2022, 07:53 PM EST

I would like for the property to be titled to: Brian C Holtzclaw
5 Titleist Court
Taylors, SC 29687

If you would like to have a cashiers check, we need to know the exact amount about 3 business days before the signing on 01 March, and who you would like it made out to.

We look forward to seeing you on the first.

David Peart

W

ELECTRONICALLY FILED - 2025 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287
ELECTRONICALLY FILED - 2022 Aug 22 4:44 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

ELECTRONICALLY FILED - 2022 Aug 22 4:44 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

4

\$125,224.60

ROA 065

G

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF GREENWOOD)	
Brian C. Holtzclaw,	)	C. A. NO.: 2022-CP-24-_____
)	
Plaintiff,	)	LIS PENDENS
)	
v.)	
)	
Jeffery Kirk Gillian, a/k/a Jeffrey Kirk)	
Gillian,)	
Defendant.)	

NOTICE IS HEREBY GIVEN that an action has been commenced by the Plaintiff above-named for specific performance by Jeffery Kirk Gillian to sell the property in Exhibit A to the Plaintiff.

The description of the premises to be sold is as set out in Exhibit "A" attached hereto and made a part hereof.

BANNISTER, WYATT & STALVEY, LLC

s/ O. W. Bannister
O. W. Bannister (SC Bar No. 00506)
P. O. Box 10007
Greenville, SC 29603
864-298-0084
Attorney for the Plaintiff

Greenville, South Carolina
March 10, 2022

EXHIBIT A

105 and 107 Eagle Rd.
Greenwood, South Carolina 29649

ALL that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, shown and designated as Lot Number B shown on a plat by Lucian D. Adams, RLS, dated September 5, 1962, and is recorded in Plat Book 41 at Page 93 in the Office of the Clerk of Court for Greenwood County. For a more detailed description reference is hereby specifically made to the aforesaid plat which is incorporated herein by reference thereto.

This property is subject to all easements, restrictions, and conditions of record applicable to this property: specifically including all easements for utilities and rights-of-way for roads.

This being the same property conveyed to Jeffrey Kirk Gillian by deed from Ernest C. Nunn, Individually and as the Personal Representative of the Estate of Leonard C. Nunn, aka Leonard Clark Nunn, dated September 7, 2017, and as recorded in the Office of the Clerk of Court for Greenwood County in Deed Book 1598 at Page 2839.

Tax Map Number: 6897-219-581

H

202200002816
MARSHALL CASEY PFEIFFER
36 PINE VALLEY ROAD
DOVER, DE 19904

QUITCLAIM DEED

THIS DEED by Jeffrey Kirk Gillian, GRANTOR, for good and valuable consideration, hereby quitclaim to Marshall Casey Pfeiffer, GRANTEE at 36 Pine Valley Road, Dover DE. 19904. all the right, title, interest, claim or demand which the GRANTORS may have had in the following real property in the County of Greenwood and State of South Carolina, to wit:

Lot Number B shown on a plat by Lucian D. Adams. RLS, dated September 5, 1962, and is recorded in Plat Book 41 at Page 93 in the Office of the Clerk of Court for Greenwood County. Also known by street and number as: 105 & 107 Eagle Road, Greenwood, South Carolina, 29649, in Greenwood County State of South Carolina (Tax Map Number #: 6897-219-581)

With all appurtenances, subject to covenants, easements, and restrictions of record, and subject to general property taxes for the year 2022, a lien, not yet due and payable.

As used herein, the singular includes the plural and the plural the singular.

Marshall C Pfeiffer

Marshall Casey Pfeiffer

Jeffrey Kirk Gillian

Jeffrey Kirk Gillian

Lora Cato

Witness: Lora Cato

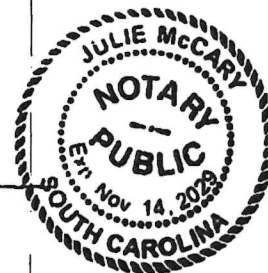
STATE OF SOUTH CAROLINA)
) ss.
COUNTY OF GREENWOOD)

202200002816
Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CL
3/28/2022 12:28:40 PM
DEED \$15.00
County: \$112.20
State: \$265.20
BOOK: 1632 PGS: 2547 - 2549

The foregoing instrument was acknowledged before me on un March 28, 2022, by Jeffrey Kirk Gillian, Grantors

WITNESS my hand and official seal.

and witness Julie D McCary
Notary Public



Messages left on my answering machine from Alecia Compton, attorney for Jeffery Gillian:

Message 01: (Date and time not recorded)

This is Alecia Compton. I was returning ahh Mr. Peart's call. I'd be happy to discuss ahh any offer with you. Just give me a call back at 864.450.9042. Thank you.

Message 02: 12:33pm December 17th.

Hi. This is Alecia Compton. I was calling for Mr. Peart ahh to give him the payoff on the house of what it would cost to purchase it regarding ahh Mr. Gillian case. Ahh you can reach me at 450.9042. Thank you.

Message 03: 11:27am December 28.

Hey Mr. Peart. This is Alecia Compton. I was returning your call and like email you that Mr. Gillian does want to ahh sell the property to you. Ahm and I'm sorry I've been out with Covid and I'm still in and out because of it. Ahm please give me a call back ahh I'm calling you on my cell number or you can call the office number. Hope you and your family are doing well. Thank you.

Message 04: no message

Message 05: 3:56pm February 1

Yes Mr. Peart. This is Dana at Alecia Compton's office. Ahm she wanted me to call you back and let you know that we are still waiting on the title search from the abstractor. Ahm I had thought that it had come in but I guess I was mistaken. So sorry about that. But she said that's what we are holding on on your case. As soon as we get that we'll be in touch. Thank you. Bye, bye.

Message 06: Justin Hamrick

Message 07: John Mowbray

Message 08: 11:22am February 22

Yes Mr. Peart. This is Dana at Alecia Compton's office. If you would please return my call. The number is 450.9042. Thank you.

Message 09: 9:39am March 4

Hang up from 864.450.9042 (Alecia Compton's office)

We were in Greenwood getting ready to go to Mrs. Compton's office to sign papers to purchase Jeff Gillian's property March 04,2022.

Dana Jennings called our home phone and got our answering machine. She called my cell phone a few minutes later to tell me there was a liz pendens on the property and there would be no papers to sign.

ROA 070



1/12/22, 11:52 AM

Gmail - Re: Closing Notice



Sean White <seanw.title@gmail.com>

Re: Closing Notice

1 message

Alecia Compton <alecia@aleciacomptonlawoffice.com>

Tue, Jan 11, 2022 at 4:11 PM

To: "seanw.title@gmail.com" <seanw.title@gmail.com>, Dana Jennings <dana@aleciacomptonlawoffice.com>, Ellen Jones <ellenzjones@gmail.com>

Dear Sean,

I need to order title searches for the following two properties located in Greenwood County:

1). 105 Eagle Rd., Greenwood, SC 29646

The Buyer is David Peart, the seller is Jeffrey Gilland, and it is a cash sale. They want to close asap.

2). 108 Sherwood Dr., Greenwood, SC 29646

The buyer is Carlos H. Leon and Erica Leon, the seller is the Estate of Lois W. McAllister. Also a cash sale and want to close asap.

Thanks! Please also confirm receipt of this email request.

Alecia

Thank you!

Alecia

On Tue, Nov 30, 2021 at 12:57 PM Sean White <sean.white.title@gmail.com> wrote:

Reply to: Sean White <seanw.title@gmail.com>

Device Name: Sean White

Device Model: MX-M3071

Location: Office

File Format: PDF MH(G3)

Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>

--

Alecia Compton
109 Oak Avenue, Suite A
Greenwood, SC 29646
(864) 450-9042
(864) 450-9046 (fax)

ROA 071



F

\$ 125,224.60

ROA 072



105 Eagle Road

From: Dana Jennings (dana@aleciacomptonlawoffice.com)

To: duty10f@yahoo.com

Date: Wednesday, March 16, 2022, 05:00 PM EDT

Mr. Peart,
Per Ms. Compton, please see attached invoice and title search. Please mail payment to the title abstractor, Mr. Sean White.
Thank you,

--
Dana Jennings, Legal Assistant
Alecia Compton Law Office, LLC
(864) 450-9042

WE HAVE MOVED!


Please note our new physical and mailing address below!


Mailing Address

PO Box 148
Greenwood, SC 29648

Physical Address

340-A Main Street
Greenwood, SC 29646

 doc04679020220316163346.pdf
268.1kB

 doc04679120220316163855.pdf
23.9MB

ROA 073



Sean White Title Abstracting
 P O Box 1493
 Greenwood SC 29648
 ph: 864-377-0642 email:
 seanw.title@gmail.com

Invoice

DATE	INVOICE NUMBER
1/25/2022	23861

CLIENT
Alecia Compton

		DATE	INVOICE NUMBER	
		2/24/2022		
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Title Search	105 Eagle Rd-Gillian to Peart	1	135.00	135.00
Subtotal				135.00
0% Tax				0.00
Total				135.00
Balance Due				135.00

ROA 074



DEPARTMENT MENU

- Home
- Search Public Records
- Recording Information
- Copies
- FAQ
- About Us
- Resources
- Team Members

When mailing or delivering documents for processing, please make all checks payable to "Greenville County Register of Deeds."

Enter Consideration Amount, then click "Calculate."

Consideration Amount:	\$123,281.16
State Stamps:	\$321.10
County Stamps:	\$135.85
Total Deed Stamps:	\$456.95

Quick Links

- Business Hours & Directions
- Calendars
- County Ordinances & Minutes
- Holiday Schedule
- GIS Information

Popular Services

- Unclaimed Checks
- Register of Deeds
- Parks & Recreation
- Real Property
- Procurement Services
- Video Archives

County Employees

- Email
- Property Management
- Time Cards
- Self Service
- New - MUNI'S Self Services

Follow Us



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**NOTICE TO PURCHASER-BORROWER
NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE
AND NOTICE OF AGENCY**

**SOUTH CAROLINA DEPARTMENT OF INSURANCE
TITLE INSURANCE FINANCIAL DISCLOSURE FORMS**

In accordance with S.C. Code ' 38-75-960(A)(1976), as amended, the undersigned producer of title business or associate of such producer hereby advises that it has a financial interest in the following title insurer(s) or title agent(s):

	Name of Insurer or Agent	Address	Nature of Interest
1.	Lakeland's Title & Abstract, Inc.	Greenwood, SC	Agency
2.	Alecia T. Compton	Greenwood, SC	Agent

Producer/Associate's Name: Alecia T. Compton

Signature: Alecia T. Compton

Address: 109 Oak Ave., Greenwood, SC 29646

Notice is hereby given that Lakeland's Title & Abstract, Inc. is a licensed agency, and that Alecia T. Compton is an licensed agent for CHICAGO TITLE INSURANCE COMPANY and will be paid a commission for the underwriting, preparation, and issuance of the policy equal to sixty percent of the premium charged. Notice is hereby given that you have the right to choose your title insurer.

ACKNOWLEDGMENT

The undersigned applicant is a buyer, seller or lender who has been referred by the above-named producer of title insurance business or associate of such producer to one or more of the title insurers or title agents identified hereinabove. The undersigned expressly recognizes and acknowledges the financial interest of such producer or associate as disclosed hereinabove. The undersigned hereby consents to the audit of the closing attorney's escrow accounts as well as the review of the closing file by CHICAGO TITLE INSURANCE COMPANY.

Signature(s): X Applicant's Name: Brian C. Holtzclaw

Address: 5 Title Court, 29687
108 Sherwood Drive, Greenwood, SC 29646

_____, 20____

Taylor's SC
This form complies with SCID Regulation 69-18, August 1, 1974, and S.C. Code ' 38-75-960(A)(1978)

F.2781 Rev. 4/80



Ellen Jones <ellenzjones@gmail.com>

Fwd: Sale of Jeff Gillian property

1 message

Mon, Feb 21, 2022 at 11:13 AM

Alecia Compton <alecia@aleciacomptonlawoffice.com>
To: Ellen Jones <ellenzjones@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: David <duty10f@yahoo.com>
Date: February 20, 2022 at 7:53:50 PM EST
To: Alecia Compton <alecia@aleciacomptonlawoffice.com>, Dana Jennings <dana@aleciacomptonlawoffice.com>
Subject: Sale of Jeff Gillian property

I would like for the property to be titled to: **Brian C Holtzclaw**
5 Titleist Court
Taylors, SC 29687

If you would like to have a cashiers check, we need to know the exact amount about 3 business days before the signing on 01 Mar and who you would like it made out to.

We look forward to seair first.

David Peart

PHONE CALL

FOR M Jeffrey Gillian DATE 6/10/21 TIME 3:15 AM/PM

OF Jeffrey Gillian CELL 407-2236

PHONE _____

MESSAGE him + potential buyer of property would like to have agreement will you have amount like to do disburse fees

SIGNED (mon) 6/10/21 or 6/22/21 (Wed)

TELEPHONED
 RETURNED YOUR CALL
 PLEASE CALL
 WILL CALL AGAIN
 CAME TO SEE YOU
 WANTS TO SEE YOU

FORM 3048-C.T.I. CO. STANDARD FORM AFFIDAVIT TO BE SIGNED BY SELLER OR MORTGAGOR IN CONNECTION WITH TITLE INSURANCE POLICY TO BE ISSUED

CHICAGO TITLE INSURANCE COMPANY

AFFIDAVIT TO BE SIGNED BY SELLER OR MORTGAGOR IN CONNECTION WITH TITLE INSURANCE POLICY TO BE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

State of South Carolina

County of Greenwood

)
)
)

The undersigned, being first duly sworn, deposes and says that:

I am a citizen of the United States, of legal age and have never been known by any other name than that set out below; except (if none, state "none." if known by another name, give name and dates known as same:

I have owned the property described as follows:

See Exhibit A herein.

and now being sold or mortgaged by me continuously for 10 years last past, and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me;

No proceedings in bankruptcy have ever been instituted by, or against me, and I have never made an assignment for the benefit of creditors;

I know of no action or proceeding relating to said property which is now pending in any state or federal court in the United States, nor do I know of any state or federal judgment or any federal lien of any kind or nature whatever which now constitutes a lien or charge upon the above-described real property;

Delete
if
premises
are
vacant
)
)
)
)

of a title objection arising from the date of the title commitment through the recording date, I agree to promptly defend, remove, bond or otherwise dispose of such title objection and to hold harmless and indemnify Chicago Title Insurance Company and its agent against all expenses, costs and attorneys fees which may arise therefrom. My obligations hereunder shall be in addition to and not in limitation of any warranty given to a purchaser or lender.

GIVEN under my/our hand and seal this _____ day of _____, 20_____.

(SEAL)

Jeffrey Kirk Gillan

SUBSCRIBED and sworn to before me this

_____ day of March, 2022.

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, shown and designated as Lot Number B shown on a plat by Lucian D. Adams, RLS, dated September 5, 1962, and is recorded in Plat Book 41 at Page 93 in the Office of the Clerk of Court for Greenwood County. For a more detailed description reference is hereby specifically made to the aforesaid plat which is incorporated herein by reference thereto.
This property is subject to all easements, restrictions, and conditions of record applicable to this property: specifically including all easements for utilities and rights-of-way for roads.

Prepared by: Alecia Compton Law office, LLC
109 Oak Ave., Greenwood, SC 29646

*General Warranty
Deed*

**STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD**

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **JEFFREY KIRK GILLIAN**
(hereafter called "Grantor") for and in consideration of the sum of **FIFTEEN AND
NO/100 (\$15.00) DOLLARS** and other valuable consideration, to the Grantor in hand
paid at and before the sealing of these present by **BRIAN C. HOLTZCLAW** (hereafter
called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained,
sold and released, and by these presents do grant, bargain, sell and release unto the
Grantee, his heirs, successors and assigns:

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate,
lying and being in the County of Greenwood, State of South Carolina, shown and designated as
Lot Number B shown on a plat by Lucian D. Adams, RLS, dated September 5, 1962, and is
recorded in Plat Book 41 at Page 93 in the Office of the Clerk of Court for Greenwood County.
For a more detailed description reference is hereby specifically made to the aforesaid plat which
is incorporated herein by reference thereto.

This property is subject to all easements, restrictions, and conditions of record applicable to this
property: specifically including all easements for utilities and rights-of-way for roads.

This is the identical property conveyed by deed of Ernest J. Nunn, individually and as Personal
Representative of the Estate of Leonard C. Nunn a/k/a Leonard Clark Nunn to Jeffery Kirk Gillian
dated September 7, 2017 and recorded September 13, 2017 in Book 1598 at Page 2839.

TMS: 6897-219-581

Grantee's Mailing Address: 5 Titleist Court, Taylors, SC 2967

This conveyance is made subject to easements and restrictions of record and
otherwise affecting the property.

TOGETHER with all and Singular the Rights, Members, Hereditaments, and
Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto
the said Grantee, his Heirs, Successors and Assigns forever. *updated language?*

And the Grantor does hereby bind himself and his heirs, successors, and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his Heirs, Successors, and Assigns against him and his Heirs, Successors, and Assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal.

Date: This ____ Day of March, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Jeffrey Kirk Gillian

Witness #2

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

PERSONALLY appeared before me the above signed witness #1 who, being first duly sworn, says that (s)he saw the within-named Grantor sign, seal, and deliver the within Deed; and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Sworn to before me the ____ Day of March, 2022.

NOTARY PUBLIC FOR SOUTH CAROLINA
PRINT NAME: _____
MY COMMISSION EXPIRES: _____

**Chicago Title Insurance Company
National Rate Calculator**

Property Location: State	South Carolina
Property Location: County	Abbeville
Underwriter:	Chicago Title Insurance Company
Quote Effective Date:	3/2/2022

Transaction Information:	
Q. Transaction Type?	- Property Purchase or Acquisition (with or without financing)
Q. Purchase Amount/Value of Property	- \$123,281.00
Q. Property Type	- Residential
Q. Does this transaction qualify under CFPB's TILA-RESPA Integrated Disclosure rule?	- No
Q. Is this transaction eligible for the Reissue rate?	- No
Q. Buyer/Borrower	- No
Q. Seller	- No

Ownership Policy Information:	
Q. Policy Question(s):	
Q. Policy Form?	- ALTA Homeowner's Policy of Title Insurance
Liability Amount:	\$123,281.00
Policy Premium:	\$456.48
Endorsements	Cost
No endorsements were selected.	\$0.00
Endorsement Total:	\$456.48
Total Charges for the Policy:	
Grand Total:	\$456.48

Rates calculated on this website reflect those applied in a typical transaction. The rate you are actually charged may differ from the rate calculated here if the details of your transaction differ from those you selected in order to calculate the rate. Premium quotes are based on rates in effect on the date of this quote. Any changes to the approved rates between the date of this quote and the closing date may result in a change in the premium(s) charged. Under certain circumstances, you may qualify for a lower rate than the one shown here.

The totals that the Rate Calculator Engine calculates include the charge for the title insurance policy premium and any additional endorsement charges that apply. The totals may not include any other amounts, such as charges/fees related to title search, examination, additional work charges, certification, or closing; inspection charges; additional chain or parcel charges; fees related to delayed release/reconveyance; order cancellation charges; release issuance fees; costs for reinsurance; and premiums or charges applicable to transactions involving extra-hazardous risk.

At this time, the Rate Calculator does not support endorsement-only transactions. If you want to price an endorsement(s) that is being issued subsequent to the underlying policy, you can still use this

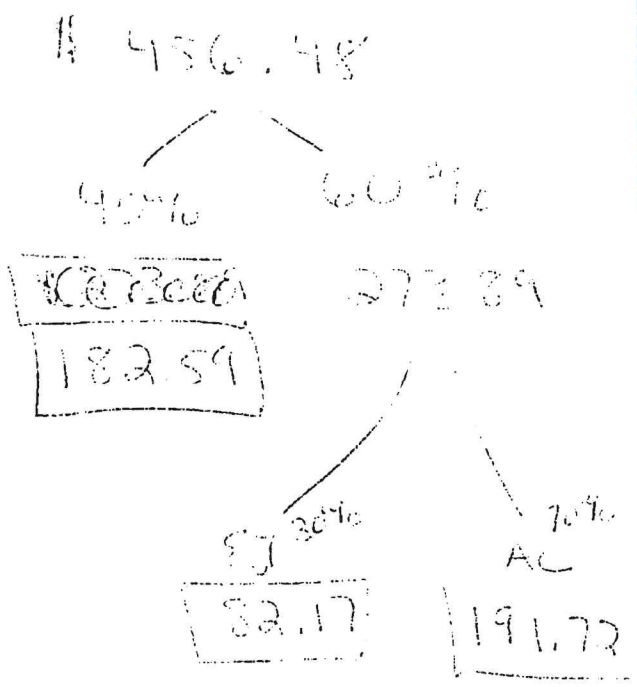
ELECTRONICALLY FILED - 2025 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

Calculator to arrive at the correct price for the endorsement(s). In that situation, the only charge incurred for the transaction will be the Endorsement Total(s) shown on the Rate Summary page; ignore the policy premium(s) and total(s).

A fee for Closing Protection Letter, or similar coverage will be charged if the state where the closing takes place charges a closing protection fee. Closing is defined as signing the insured property related documents under the Company's supervision, either in a FNTG office or using a FNTG selected and approved mobile notary. If the insured documents are not signed under the Company's supervision, closing is deemed to take place in the location where the funds are disbursed.

For closings that take place in a different state than the property location, please contact your settlement agent for a quote.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

David Peart
104 Foster Bin Way
Marietta, GA 29661

Plaintiff,

v.

Jeffery Gillian
105 Eagle Road
Greenwood, SC 29646

Defendant.

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2021CV2410101091

SATISFACTION OF JUDGMENT

CASE NO. 2021-CP-24-00800

I acknowledge full satisfaction of the Judgment in the above action in the amount of Two Thousand Five Hundred Eighty and No/100ths (\$2,580.00) from the Defendant, Jeffery Gillian.

Witness

David Peart, Plaintiff

Witness

SWORN TO and subscribed before
me this _____ day of March, 2022

Notary Public for South Carolina
My Commission Expires: _____



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

ELECTRONICALLY FILED - 2025 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

B. Type of Loan 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins 6. <input type="checkbox"/> Commercial		6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower: Brian C. Holtzclaw 5 Titleist Court Taylors, SC 29649 <i>29649</i>		E. Name & Address of Seller: Jeffrey Kirk Gillian 105 Eagle Road Greenwood, SC 29649		F. Name & Address of Lender:
G. Property Location: 105 Eagle Road Greenwood, SC 29649 Lot: B Block: Nunn Property		H. Settlement Agent: Alecia Compton Law Office Place of Settlement: SC		TIN: Phone: (864) 450-9042 I. Settlement Date: 3/4/2022 Funding Date: 3/4/2022
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller	
101. Contract sales price			401. Contract sales price	
102. Personal property			402. Personal property	
103. Settlement charges to borrower (line 1400)			403.	
104.			404.	
105.			405.	
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance	
106. City/town taxes:			406. City/town taxes:	
to			to	
107. County taxes:			407. County taxes:	
to			to	
108. Assessments:			408. Assessments:	
to			to	
109.			409.	
110.			410.	
111.			411.	
112.			412.	
120. Gross Amount Due From Borrower			420. Gross Amount Due To Seller	
200. Amounts Paid By Or In Behalf Of Borrower			500. Reductions In Amount Due To Seller	
201. Deposit or earnest money			501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to	
204.			504. Payoff of first mortgage loan	
205.			to Neighbors United (3-11-2022)	
206.			505. Payoff of second mortgage loan	
207.			506. Federal Tax Lien	
208.			507. S.C. Tax Lien	
209.			508.	
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210. City/town taxes:			510. City/town taxes:	
to			to	
211. County taxes:			511. County taxes:	
to			to	
212. Assessments:			512. Assessments:	
to			to	
213.			513.	
214.			514.	
215.			515.	
216.			516.	
217.			517.	
218.			518.	
219.			519.	
220. Total Paid By/For Borrower			520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)			601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)			602. Less reductions in amount due seller (line 520)	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower			603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	#801
Your credit or charge (points) for the specific rate chosen	#802
Your adjusted origination charges	#803
Transfer taxes	#1203

Good Faith Estimate	HUD-1
0.00	0.00
0.00	0.00
0.00	0.00
0.00	456.95

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	#1201

Good Faith Estimate	HUD-1
0.00	45.00

Total	
Increase between GFE and HUD-1 Charges	

0.00	45.00
45.00	

Charges That Can Change	
Initial deposit for your escrow account	#1001
Daily interest charges	#901
Homeowner's insurance	#903
Title services and lender's title insurance	#1101
Owner's title insurance	#1103

Good Faith Estimate	HUD-1
0.00	0.00
0.00	0.00
0.00	0.00
0.00	500.00
0.00	456.48

Loan Terms

Your initial loan amount is	\$
Your loan term is	Years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	<input checked="" type="checkbox"/> \$ includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood Insurance <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Re: Closing Notice

1 message

Alecia Compton <alecia@aleciacomptonlawoffice.com> Tue, Jan 11, 2022 at 4:11 PM
To: "seanw.title@gmail.com" <seanw.title@gmail.com>, Dana Jennings <dana@aleciacomptonlawoffice.com>, Ellen Jones <ellenzjones@gmail.com>

Dear Sean,

I need to order title searches for the following two properties located in Greenwood County:

1). 105 Eagle Rd., Greenwood, SC 29646

The Buyer is David Peart, the seller is Jeffrey Gilland, and it is a cash sale. They want to close asap.

2). 108 Sherwood Dr., Greenwood, SC 29646

The buyer is Carlos H. Leon and Erica Leon, the seller is the Estate of Lois W. McAllister. Also a cash sale and want to close asap.

Thanks! Please also confirm receipt of this email request.

Alecia

tax liens

(mortgage + Note)

Thank you!
Alecia

On Tue, Nov 30, 2021 at 12:57 PM Sean White <sean.white.title@gmail.com> wrote:

Reply to: Sean White <seanw.title@gmail.com>

Device Name: Sean White

Device Model: MX-M3071

Location: Office

File Format: PDF MH(G3)

Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>

Alecia Compton
109 Oak Avenue, Suite A
Greenwood, SC 29646
(864) 450-9042
(864) 450-9046 (fax)

*Abstract
+
Affidavits
+
HUD*

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

*Call check to file
Cancellation of Lis Pendens (Estate of)*

AFFIDAVIT

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

*Call parts w correct figure
Christy proposed that
Statement*

1. I have read the information on this affidavit and I understand such information.
 2. The property being transferred is located at 105 Eagle Road, Greenwood County South Carolina County Tax Map Number 6897-219-581, and was transferred by Jeffrey Kirk Gillian to Brian C. Holtzclaw on _____, 2022.
 3. Check one of the following: The Deed is
 - a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, a partner, or owner of the entity, or is a transfer to a trust beneficiary.
 - c. _____ exempt from the deed recording fee because (see information section of affidavit): (If exempt, please skip items 4-7 and go to item 8 of this affidavit).
 4. Check one of the following if either 3 (a) or item 3(b) above has been checked (see information section of this affidavit):
 - a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 123,281.16 ? *FNSUR amt.*
 - b. _____ the fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
 5. Check Yes _____ or No _____ to the following: Alien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "yes" the amount of the outstanding balance of the lien or encumbrance is: \$ _____.
- The deed recording fee is computed as follows:
- a. Place the amount listed in item 4 above here: \$ _____.
 - b. Place the amount listed in item 5 above here: \$ _____.
 - c. Subtract line 6(b) from line 6(a) and place result here: \$ _____.
6. The deed recording fee is based on the amount listed on line 6(c) above, and the deed recording fee due is \$ 750.
 7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:

SELLER
 8. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me on March _____, 2022

Jeffrey Kirk Gillian

Notary Public for South Carolina
Print Name: _____
My commission expires: _____

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in Money's worth includes, but is not limited to, the other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculation the consideration paid in money's worth. Taxpayers may elect to sue the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership or other entity and a stockholder, partner or owner of the entity, and in the case of realty transferred to a trust or a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed the amount of any lien or encumbrance existing on the land, tenement, or realty before and remaining on the land, tenement or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee imposed by the chapter are deeds:

1. transferring realty in which the value of the realty, as defined in Section 12-24-30, is equal to or less than one hundred dollars;
2. transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or of the United States;
4. transferring realty in which no gain or loss is recognized by reason of section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty, as long as no consideration is paid for the transfer other than the interest in the realty that are exchanged in order to effect the partition;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for the sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporations, interest in the partnership, beneficiary interests in the trust, or the increase in values in the stock or interest held by the grantor. However, except for transfers from one family trust to a stockholder, partner or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
9. transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and their grantor's spouse, parents, grand parents, sisters, brother, children stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
12. that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, as long as no consideration is paid or is to be paid under the corrective or quitclaim deed; and
13. transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

2/23/22, 12:37 PM

Alecia Compton Law Office, LLC Mail - Neighbors United FCU vs Jeff Gillian



Dana Jennings <dana@aleciacomptonlawoffice.com>

Neighbors United FCU vs Jeff Gillian

Wed, Feb 23, 2022 at 12:36 PM

Alecia Compton <alecia@aleciacomptonlawoffice.com>
To: Dana Jennings <dana@aleciacomptonlawoffice.com>

Please print this email for closing file

----- Forwarded message -----

From: **Christy Jones** <CCJ@sherpy-jones-law.com>
Date: Tue, Feb 22, 2022 at 1:39 PM
Subject: RE: Neighbors United FCU vs Jeff Gillian
To: Alecia Compton <alecia@aleciacomptonlawoffice.com>

Alecia,

Assuming the sale happens and the Credit Union is paid off, I will file a motion and order to vacate the order of foreclosure sale. I'll file a Notice of Dismissal of the case and a Cancellation of the Lis Pendens. The CU would handle the satisfaction of the mortgage since satisfaction won't happen through the foreclosure sale. .

Thanks!

Christy C. Jones

P.O. Box 5977 | Columbia, SC 29250

803-356-3327, X102

www.sherpy-jones-law.com



Sherpy & Jones

ATTORNEYS & COUNSELLORS AT LAW

[Quoted text hidden]

[Quoted text hidden]

2/22/22, 12:37 PM

Alecia Compton Law Office, LLC Mail - Neighbors United FCU vs Jeff Gillian



Dana Jennings <dana@aleciacomptonlawoffice.com>

Neighbors United FCU vs Jeff Gillian

Christy Jones <CCJ@shery-jones-law.com>

Tue, Feb 22, 2022 at 9:09 AM

To: Alecia Compton <alecia@aleciacomptonlawoffice.com>, Dana Jennings <dana@aleciacomptonlawoffice.com>

Morning Alecia:

Handwritten:
10.73
10

X

Payoff as of March 1 is: \$64,123.74 with a per diem of \$10.73.

As you know, the hearing is set for tomorrow. The payoff includes the fees for tomorrow. If closing gets delayed you will want to reach out again, as we will likely incur expenses for advertising the Notice of Sale.

I really hope this works out.

Thank you,

[Quoted text hidden]

Handwritten:
\$75.11
through march 11

ELECTRONICALLY FILED - 2025 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

Disbursement for Holtzclaw (Peart) Closing: 3/4/2022
Disbursement of Funds: 3/4/2022

105 Eagle Road
Greenwood, SC 29649

Amount from Buyer: \$125,234.59

Checks for:

Clerk of Court Greenwood County: \$471.95
Clerk of Court Greenwood County: \$10.00
Clerk of Court Greenwood County: \$10.00
Clerk of Court Greenwood County: \$10.00
Sean White: \$135.00
Alecia Compton Law Office LLC: \$541.72
Alecia Compton Law Office LLC: \$360.00
Zimmerman Jones, LLC: 232.17
Chicago Title: \$182.59
Federal Tax Lien (IRS): \$34,573.92
S.C. Tax Lien (SCDOR): \$24,508.39
Neighbors United (payoff 3-11-2022): \$64,198.85

Republic Finca \$

A. Settlement Statement (HUD-1)

ELECTRONICALLY FILED - 2025 Aug 27 4:38 PM - GREENWOOD - COMMON PLEAS - CASE#2022CP2400287

B. Type of Loan 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins 6. <input type="checkbox"/> Commercial		6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower: Brian C. Holtzclaw 5 Titleist Court Taylors, SC 29649		E. Name & Address of Seller: Jeffrey Kirk Gillian 105 Eagle Road Greenwood, SC 29649		F. Name & Address of Lender:
G. Property Location: 105 Eagle Road Greenwood, SC 29649 Lot: B Block: Nunn Property		H. Settlement Agent: Alecia Compton Law Office Place of Settlement: SC		TIN: Phone: (864) 450-9042 I. Settlement Date: 3/4/2022 Funding Date: 3/4/2022
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction		
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller		
101. Contract sales price		123,281.16		
102. Personal property		401. Contract sales price		
103. Settlement charges to borrower (line 1400)		402. Personal property		
104.		403.		
105.		404.		
105. Adjustments for items paid by seller in advance		405.		
106. City/town taxes:		Adjustments for items paid by seller in advance		
to		406. City/town taxes:		
107. County taxes:		to		
to		407. County taxes:		
108. Assessments:		to		
to		408. Assessments:		
109.		to		
110.		409.		
111.		410.		
112.		411.		
120. Gross Amount Due From Borrower		412.		
200. Amounts Paid By Or In Behalf Of Borrower		123,281.16		
201. Deposit or earnest money		420. Gross Amount Due To Seller		
202. Principal amount of new loan(s)		500. Reductions in Amount Due To Seller		
203. Existing loan(s) taken subject to		501. Excess deposit (see instructions)		
204.		502. Settlement charges to seller (line 1400)		
205.		503. Existing loan(s) taken subject to		
206.		504. Payoff of first mortgage loan		
207.		to Neighbors United (3-11-2022)		
208.		505. Payoff of second mortgage loan		
209.		506. Federal Tax Lien		
Adjustments for items unpaid by seller		24,508.39		
210. City/town taxes:		507. S.C. Tax Lien		
to		508.		
211. County taxes:		509.		
to		Adjustments for items unpaid by seller		
212. Assessments:		510. City/town taxes:		
to		to		
213.		511. County taxes:		
214.		to		
215.		512. Assessments:		
216.		to		
217.		513.		
218.		514.		
219.		515.		
220. Total Paid By/For Borrower		516.		
300. Cash At Settlement From/To Borrower		517.		
301. Gross Amount due from borrower (line 120)		518.		
302. Less amounts paid by/for borrower (line 220)		519.		
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		123,281.16		
125,234.59		520. Total Reduction Amount Due Seller		
125,234.59		600. Cash At Settlement To/From Seller		
		123,281.16		
		601. Gross amount due to seller (line 420)		
		123,281.16		
		602. Less reductions in amount due seller (line 520)		
		0.00		
		603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller		

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Page 1 of 3

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HUD-1

L. Settlement Charges		File Number:	Loan Number:	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of Commission (line 700) as follows:					
701.	\$	to			
702.	\$	to			
703. Commission paid at settlement					
704.					
800. Items Payable In Connection With Loan					
801.	Our origination charge	\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803.	Your adjusted origination charges		(from GFE A)		
804.	Appraisal fee to		(from GFE #3)		
805.	Credit report to		(from GFE #3)		
806.	Tax service to		(from GFE #3)		
807.	Flood certification		(from GFE #3)		
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901.	Daily interest charges from 3/4/2022 to 4/1/2022 @ \$ /day		(from GFE #10)		
902.	Mortgage insurance premium for 0 months to		(from GFE #3)		
903.	Homeowner's insurance for 24 years to		(from GFE #11)		
904.					
905.					
1000. Reserves Deposited With Lender					
1001.	Initial deposit for your escrow account		(from GFE #9)		
1002.	Homeowner's insurance	months @ per mo	\$		
1003.	Mortgage insurance	months @ per mo	\$		
1004.	Property taxes	months @ per mo	\$		
1005.		months @ per mo	\$		
1006.		months @ per mo	\$		
1007.	Aggregate Adjustment		\$0.00		
1100. Title Charges					
1101.	Title services and lender's title insurance		(from GFE #4)	500.00	
1102.	Settlement or closing fee Alecia Compton Law Office		\$500.00		
1103.	Owner's title insurance to Chicago Title		(from GFE #5)	456.48	
1104.	Lender's title insurance				
1105.	Lender's title policy limit	\$			
1106.	Owner's title policy limit	\$123,281.00			
1107.	Agent's portion of the total insurance premium	\$273.89			
1108.	Underwriter's portion of the total insurance premium	\$182.59			
1109.	Title Abstract to Sean White			135.00	
1110.	Satisfaction of Judgment to Alecia Compton Law Office			360.00	
1111.					
1200. Government Recording and Transfer Charges					
1201.	Government recording charges		(from GFE #7)	45.00	
1202.	Deed \$15.00 Mortgage \$ Release \$30.00				
1203.	Transfer taxes		(from GFE #8)	456.95	
1204.	City/County tax/stamps: Deed \$456.95 Mortgage \$				
1205.	State tax/stamps: Deed \$ Mortgage \$				
1206.			\$		
1207.			\$		
1300. Additional Settlement Charges					
1301.	Required services that you can shop for		(from GFE #6)		
1302.					
1303.					
1304.					
1305.					
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				1,953.43	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Brian C. Holtzclaw Buyer/Borrower Jeffrey Kirk Gillian Seller

Buyer/Borrower Seller

This Settlement Statement which I've prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.

Alecia Compton Law Office Settlement Agent Date 3/4/2022

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment.
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of a title objection arising from the date of the title commitment through the recording date, I agree to promptly defend, remove, bond or otherwise dispose of such title objection and to hold harmless and indemnify Chicago Title Insurance Company and its agent against all expenses, costs and attorneys fees which may arise therefrom. My obligations hereunder shall be in addition to and not in limitation of any warranty given to a purchaser or lender.

GIVEN under my/our hand and seal this _____ day of _____, 20_____.

(SEAL)

Jeffrey Kirk Gillilan

SUBSCRIBED and sworn to before me this

_____ day of March, 2022.

_____(L.S.)

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT A

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, shown and designated as Lot Number B shown on a plat by Lucian D. Adams, RLS, dated September 5, 1962, and is recorded in Plat Book 41 at Page 93 in the Office of the Clerk of Court for Greenwood County. For a more detailed description reference is hereby specifically made to the aforesaid plat which is incorporated herein by reference thereto.

This property is subject to all easements, restrictions, and conditions of record applicable to this property: specifically including all easements for utilities and rights-of-way for roads.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	#801
Your credit or charge (points) for the specific rate chosen	#802
Your adjusted origination charges	#803
Transfer taxes	#1203

Good Faith Estimate	HUD-1
0.00	0.00
0.00	0.00
0.00	0.00
0.00	456.95

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	#1201

Good Faith Estimate	HUD-1
0.00	45.00

Total	
Increase between GFE and HUD-1 Charges	

0.00	45.00
45.00	

Charges That Can Change	
Initial deposit for your escrow account	#1001
Daily interest charges	#901
Homeowner's insurance	#903
Title services and lender's title insurance	#1101
Owner's title insurance	#1103

Good Faith Estimate	HUD-1
0.00	0.00
0.00	0.00
0.00	0.00
0.00	500.00
0.00	456.48

Loan Terms

Your initial loan amount is	\$
Your loan term is	Years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	<input checked="" type="checkbox"/> Includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood Insurance <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Prepared by: Alecia Compton Law office, LLC
109 Oak Ave., Greenwood, SC 29646

**STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD**

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **JEFFREY KIRK GILLIAN** (hereafter called "Grantor") for and in consideration of the sum of **FIFTEEN AND NO/100 (\$15.00) DOLLARS** and other valuable consideration, to the Grantor in hand paid at and before the sealing of these present by **BRIAN C. HOLTZCLAW** (hereafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

All that certain piece, parcel, or lot of land, together with any improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, shown and designated as Lot Number B shown on a plat by Lucian D. Adams, RLS, dated September 5, 1962, and is recorded in Plat Book 41 at Page 93 in the Office of the Clerk of Court for Greenwood County. For a more detailed description reference is hereby specifically made to the aforesaid plat which is incorporated herein by reference thereto.

This property is subject to all easements, restrictions, and conditions of record applicable to this property: specifically including all easements for utilities and rights-of-way for roads.

This is the identical property conveyed by deed of Ernest J. Nunn, individually and as Personal Representative of the Estate of Leonard C. Nunn a/k/a Leonard Clark Nunn to Jeffery Kirk Gillian dated September 7, 2017 and recorded September 13, 2017 in Book 1598 at Page 2839.

TMS: 6897-219-581

Grantee's Mailing Address: 5 Titleist Court, Taylors, SC 2967

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and Singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, successors, and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his Heirs, Successors, and Assigns against him and his Heirs, Successors, and Assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal.

Date: This _____ Day of March, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Jeffrey Kirk Gillian

Witness #2

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

PERSONALLY appeared before me the above signed witness #1 who, being first duly sworn, says that (s)he saw the within-named Grantor sign, seal, and deliver the within Deed; and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Sworn to before me the _____ Day of March, 2022.

NOTARY PUBLIC FOR SOUTH CAROLINA
PRINT NAME: _____
MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 105 Eagle Road, Greenwood County South Carolina County Tax Map Number 6897-219-581, and was transferred by Jeffrey Kirk Gillian to Brian C. Holtzclaw on _____, 2022.
3. Check one of the following: The Deed is
 - a. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, a partner, or owner of the entity, or is a transfer to a trust beneficiary.
 - c. _____ exempt from the deed recording fee because (see information section of affidavit): (If exempt, please skip items 4-7 and go to item 8 of this affidavit).
4. Check one of the following if either 3 (a) or item 3(b) above has been checked (see information section of this affidavit);
 - a. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 123,281.16.
 - b. _____ the fee is computed on the fair market value of the realty which is \$ _____.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: Alien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "yes" the amount of the outstanding balance of the lien or encumbrance is: \$ _____.
 The deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$ 123,281.16.
 - b. Place the amount listed in item 5 above here: \$ _____.
 - c. Subtract line 6(b) from line 6(a) and place result here: \$ 123,281.16.
6. The deed recording fee is based on the amount listed on line 6(c) above, and the deed recording fee due is \$ 456.95.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:

SELLER
8. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me on March _____, 2022

Jeffrey Kirk Gillian

Notary Public for South Carolina
Print Name: _____
My commission expires: _____

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in Money's worth includes, but is not limited to, the other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculation the consideration paid in money's worth. Taxpayers may elect to sue the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership or other entity and a stockholder, partner or owner of the entity, and in the case of realty transferred to a trust or a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed the amount of any lien or encumbrance existing on the land, tenement, or realty before and remaining on the land, tenement or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee imposed by the chapter are deeds:

1. transferring realty in which the value of the realty, as defined in Section 12-24-30, is equal to or less than one hundred dollars;
2. transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or of the United States;
4. transferring realty in which no gain or loss is recognized by reason of section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty, as long as no consideration is paid for the transfer other than the interest in the realty that are exchanged in order to effect the partition;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for the sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporations, interest in the partnership, beneficiary interests in the trust, or the increase in values in the stock or interest held by the grantor. However, except for transfers from one family trust to a stockholder, partner or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
9. transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and their grantor's spouse, parents, grand parents, sisters, brother, children stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
12. that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, as long as no consideration is paid or is to be paid under the corrective or quitclaim deed; and
13. transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

FORM 3049-C.T.I. CO. STANDARD FORM AFFIDAVIT TO BE SIGNED BY SELLER OR MORTGAGOR IN CONNECTION WITH TITLE INSURANCE POLICY TO BE ISSUED

CHICAGO TITLE INSURANCE COMPANY

AFFIDAVIT TO BE SIGNED BY SELLER OR MORTGAGOR IN CONNECTION WITH TITLE INSURANCE POLICY TO BE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

State of South Carolina

County of Greenwood

)
)
)

The undersigned, being first duly sworn, deposes and says that:

I am a citizen of the United States, of legal age and have never been known by any other name than that set out below; except (if none, state "none." If known by another name, give name and dates known as same:

I have owned the property described as follows:

See Exhibit A herein.

and now being sold or mortgaged by me continuously for 10 years last past, and my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely to me;

No proceedings in bankruptcy have ever been instituted by, or against me, and I have never made an assignment for the benefit of creditors;

I know of no action or proceeding relating to said property which is now pending in any state or federal court in the United States, nor do I know of any state or federal judgment or any federal lien of any kind or nature whatever which now constitutes a lien or charge upon the above-described real property;

Delete
if
premises
are
vacant
)
)
)
)

Peart

Disbursement for Holtzclaw (Peart) Closing: 3/4/2022
Disbursement of Funds: 3/4/2022

105 Eagle Road
Greenwood, SC 29649

Don't
close

Amount from Buyer: \$125,234.59

Checks for:

- Clerk of Court Greenwood County: \$471.95
- Clerk of Court Greenwood County: \$10.00
- Clerk of Court Greenwood County: \$10.00
- Clerk of Court Greenwood County: \$10.00
- Sean White: \$135.00
- Alecia Compton Law Office LLC: \$541.72
- Alecia Compton Law Office LLC: \$360.00
- Zimmerman Jones, LLC: 232.17
- Chicago Title: \$182.59
- Federal Tax Lien (IRS): \$34,573.92
- S.C. Tax Lien (SCDOR): \$24,508.39
- Neighbors United (payoff 3-11-2022): \$64,198.85

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1 you left, the message --

2 A Yeah. I said the payoff and then I

3 called him back --

4 Q You either admit or deny it.

5 A I don't know what I said. Let me see the

6 thing again.

7 Q You've got it.

8 A And if I said that, that's what I

9 believed to be true. But your client knew it

10 wasn't true because he was the one who called and

11 set it up. And no one ever provided me with a

12 written contract of sale; hence, the written.

13 That's the reason why it didn't go forward.

14 Q Okay. And you told me Dana was an

15 employee of your office?

16 A Yes.

17 Q Did you order a title abstract?

18 A Yes, I did, paid for it. Paid him for it

19 and provided that before you give me a copy of that

20 file.

21 Q And that was in anticipation of the

22 sale --

23 A That was in anticipation of the closing.

24 Q All right. Well, what is the difference

25 between a closing and a sale?

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1 A I prepare the documents for a closing,

2 which means that, yes, a deed and the HUD statement

3 and check title as the attorney. I don't negotiate

4 the price or do the contract of sale or any of

5 that, so there is a difference.

6 Q I'm sorry. Doesn't money normally change

7 hands at the closing?

8 A Yes. That's why I was calling him to

9 give him how much the payoff was to the creditor,

10 which is well over what his offer was. I was

11 not -- I did not say that I represented Mr. Gilliam

12 as far as a realtor or in any of the sale price or

13 nor did I ever say I would do a contract of sale.

14 I kept asking them to provide that.

15 Q I want you to go back to your Gmail which

16 I believe you furnished me of January the 11th,

17 2022.

18 I can show you a copy if that would help

19 you.

20 A What's your question, sir?

21 Q I want you to -- I want you to look at

22 it. I have it marked right here.

23 A Didn't you hand me a copy of what I

24 mailed to you? I mean, I have the file here in

25 front of me, but, yes, apparently --

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1 Q Everything that you mailed to me has been

2 marked as Exhibit 1.

3 A So what document are you on? A copy of

4 an e-mail?

5 Q It's a Gmail dated Tuesday, January the

6 11th, 2022, 4:15, from Alecia Compton to Sean

7 titled: Gmail.

8 A Okay, yes. I'm sure -- he always wants

9 an e-mail sent to him if a title search needs to be

10 done from the attorney, closing attorney.

11 Q And these are your words in your e-mail?

12 "I need to order title searches on the following

13 two properties located in Greenwood County,

14 105 Eagle Road in Greenwood."

15 That's Mr. Gilliam's property, is it not?

16 A Right.

17 Q "The Buyer is David Peart, the Seller is

18 Jeffery Gilliam, and it is a cash sale. They want

19 to close ASAP."

20 "They" would be Mr. Gilliam and

21 Mr. Peart; is that correct?

22 A That's what was advised to me. That's

23 what I believed about that. Those two, yes.

24 That's what's in the e-mail.

25 Q So Mr. Gilliam wanted to close the sale

Page 29

1 of his property to Mr. Peart.

2 A That's what I thought.

3 Q That's what you said.

4 A Yeah, that's what I said.

5 Q Was that based on --

6 That would have been based on

7 conversations you had with your client,

8 Mr. Gilliam.

9 A Uh-huh.

10 Q Is that a yes?

11 A Yes.

12 Q Okay.

13 A He'd many times called and say he had a

14 potential buyer for his property and he wanted an

15 appointment to discuss that and a closing. And

16 here's one. I have like three or four of these.

17 Me having a very busy practice, I always

18 say, "I need a contract of sale." And, of course,

19 I had seen -- later I saw the one. Of course, that

20 was from 2019, so I knew that Mr. Gilliam kind of

21 went back and forth whether or not he should sell

22 it or stay in it, but -- you know, especially in

23 light of the fact that he had dismissed his case.

24 - - -

25



STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Brian C. Holtzclaw,
Plaintiff,

vs.

Jeffery K. Gillian and Marshall
Casey Pfeiffer,
Defendants.

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT

DOCKET NO.: 2022-CP-24-0287

**MOTION TO ALTER OR AMEND,
RULE 59(e) SRCP**

The Plaintiff hereby moves the Special Referee to alter or amend its Order filed November 26, 2025, which granted the Defendants Summary Judgment. Grounds for the motion are as follows:

1. Summary Judgment is appropriate only when there is no genuine issue as to any material fact, giving the non-moving party all inferences which can reasonably be drawn in the light most favorable to that party. This principle is so well known that it needs no citation.

2. The Court held there was insufficient evidence of a valid contract. The Court overlooked or disregarded the recorded and admitted statements of the attorneys for the seller, Jeffery Gillian.

Without repeating all the communications, the Court's attention is directed to the following:

(a) December 17th, "This is Alecia Compton. I was calling for Mr. Peart ahh to give him the payoff on the house or what it would cost to purchase it regarding ahh Mr. Gillian case..."

(b) December 28th, "Hey, Mr. Peart, this is Alecia Compton. I was returning your call and like emailed you that Mr. Gillian does want to ahh sell the property to you."

(c) An e-mail on January 11, 2022, from Alecia Compton to a title researcher states, “Dear Sean, I need to order title searches for the following two properties located in Greenwood County. 17105 Eagle Rd. Greenwood, SC 29646. The Buyer is David Peart, the seller is Jeffery Gillian, and it is a cash sale. They want it closed asap.”

(d) A HUD statement was prepared that reflects, line 1102, a fee entitled “Settlement or closing cost fee to Alecia Compton. Fee approved - \$500.”

(e) A written statement given that the amount of payoff came from attorney Compton’s office.

Given all the communication between attorney Compton and the potential buyer regarding the property, and all the preparations for a closing by attorney Compton, there is a reasonable inference to be drawn: that attorney Compton was contracting a sale for her client, Gillian.

3. In its Order granting Summary Judgment, the Court states that attorney Compton was only Gillian’s Bankruptcy attorney. The record is replete with actions that speak to an attorney preparing to close the sale of real estate. Notable among these actions is negotiating the sale, having the title checked, preparing closing documents or having them prepared, advising the buyer of closing funds, and the date for closing. There is at least an inference of acting as the attorney for the closing of a real estate sale in these actions.

4. The court also cited Compton’s later statement she was waiting on a sales contract. This self-serving statement is contradicted by all of Compton’s earlier actions and communications. Never once did Compton mention or suggest the need of a sale contract signed by her client, Gillian. There is more than a little doubt to question the truthfulness of this statement in light of all the concrete actions taken by Compton.

5. The Court also bases its Order for the Statute of Fraud, SC Code §32-3-10(4), but disregarded the requirement that the Statute of Fraud must be plead. SCRCP 8(c).

6. The Court states in its Order that attorney Compton did not have the authority to bind the seller, Gillian. The Court overlooked or ignored this statement by attorney Compton in waiting and admitted. December 28th, “Hey, Mr. Peart, this is Alecia Compton. I was returning your call and like e-mail you that Mr. Gillian does want to ahh sell the property to you...” In response to attorney Compton ordering the title search she was asked “that (the ordering of the title search) would have been based on conversations you had with your client, Mr. Gillian; Answer: ah ah question is that a yes? Answer: Yes

7. The Court also concluded that there was no evidence of the essential terms, such as price or closing date, and no documentation indicates mutual consent. The Court overlooked or disregarded the written notice of the amount to be supplied at the closing. \$125,224.60, and the HUD statement indicates the same amount. A date for closing was set by Attorney Compton’s Office.

Wherefore, Plaintiff submits that Summary Judgment is inappropriate in the face of the inferences most favorable to the Plaintiff

Respectfully Submitted,
BANNISTER, WYATT & STALVEY, LLC



O.W. Bannister – SC Bar No. 506
24 Cleveland Street, Suite 100 (29601)
P. O. Box 10007 (29603)
Greenville, South Carolina
Phone: (864)298-0084; Fax:(864)298-0146
Attorney for the Plaintiff

December 5, 2025
Greenwood, SC