

RECEIVED

May 21 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

Teasa K. Weaver, Master in Equity

Appellate Case No. 2025-000826

Case No. 2023-CP-46-03404

Ronald Leon Mitchell,

Respondent,

v.

Major Lewis Mitchell,

Appellant.

RECORD ON APPEAL

/s/ Millie Shaw

Millie Shaw, SC Bar #106088

King Law Offices, PC

955 W. Wade Hampton Blvd. Unit 8A

Greer, South Carolina 29650

mshaw@kinglawoffices.com

828-288-3085 ext. 1904

Attorney for Appellant

Other Counsel of Record:

John Martin Foster, Esquire

In Care of:

John Earle Tyler, Esquire

1200 Senate Street, Suite 108

Columbia, South Carolina 29201

Ronald Leon Mitchell

1075 Leach Road

Rock Hill, South Carolina 29730

Pro-Se Respondent

INDEX

ORDERS

Final Order – March 31, 2025 003
Order of Reference – May 23, 2024..... 009
Order – February 16, 2024 011

PLEADINGS

Complaint with Exhibits – October 30, 2023..... 014
Affidavit of Service – November 6, 2023 037
Affidavit of Default – December 5, 2023 038
Answer – December 28, 2023 039
Motion to Strike – January 6, 2024 041
Motion to Set Aside – February 12, 2024 044

TESTIMONY

Court – February 16, 2024 051
Court – October 31, 2024 061
 Ronald Mitchell
 Direct 068
 Cross-Examination..... 083
 Re-Direct 095
 Major Mitchell
 Direct 096
 Cross-Examination..... 104
 Re-Direct 112

EXHIBITS

Parcel Property Report 164
Plat 165
Survey 166

Payment Reciept to Hucks & Associates, PC 170
Willie’s Grading & Septic Service 171
Planning and Development Services 176
The Law Office of Neil T. Phillips, LLC 179
Guardian Fidelity Mortgage, Inc. Packet 182
Title to Real Estate 203
Real Estate Right of First Refusal 207

Certificate of Counsel

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

RONALD LEON MITCHELL,]
]
 Plaintiff,]
vs.]
]
MAJOR LEWIS MITCHELL,]
]
 Defendant.]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

ORDER

C.A. No. 2023-CP-46-03404

This matter came on for trial before the Court without a jury on October 31, 2024 at 2:30 PM. John Martin Foster appeared for the Plaintiff; Mitchell Glover of the King Law Firm for the Defendant. The Defendant is in default.

- 1. This action concerns a lot of real estate measuring 1.207 acres, more or less, located off Leach Road in York County, South Carolina, as shown on that Plat entitled "Subdivision Survey for Ronald Mitchell" drawn by Hucks and Associates and dated March 3, 2022. A copy of that Plat, in multiple parts owing to its size, was attached to and incorporated in the Complaint as Exhibit "A".
2. A Lis Pendens to the subject real property has been filed with the Clerk of Court for York County, South Carolina simultaneously with the Summons and Complaint.
3. In or about late 2021, in the County and State aforesaid, the Plaintiff and Defendant entered into an oral contract under which the Plaintiff would engage a surveyor at his own cost to measure off the referenced portion of the subject real property and the Defendant represented that he would deed that real property to the Plaintiff.
4. The consideration for the said agreement was the parties' relation as brothers and Defendant's undertaking to the parties' mother that the Plaintiff and his siblings would be cared for by the Defendant.
5. To accomplish and evidence the contract referenced above, the Defendant MAJOR LEWIS MITCHELL executed an Individual Plat Approval Request to the Planning & Development Services of York County; a copy of that document was attached to and incorporated in the

Complaint as Exhibit "B"

6. The Plaintiff faithfully performed all of the terms, covenants, and conditions required of him under the parties' agreement.
7. The Defendant has failed to perform the terms of the parties' agreement, in that he has failed and refused to execute a deed to the agreed portion of the subject real property to the Plaintiff.
8. Notice of breach of the contract was given to the Defendant by the Plaintiff, and formal demand was made on him to remedy the breach, but the Defendant has continually failed and refused to remedy them. A copy of the said Notice and demand was attached to the Complaint as Exhibit "C".
9. The Plaintiff has no plain, speedy, and adequate legal remedy in that the subject real property is unique and has a special value to the Plaintiff, and any judgment recovered by the Plaintiff in an action at law would not compensate his loss under the parties' agreement.
10. The parties' agreement is fair and equitable and is supported by adequate consideration as is shown by the above-referenced facts
11. The Plaintiff is entitled to an Order enforcing the parties' agreement.
12. Pursuant to Rule 70, SCRPC, this order of judgment divests title from the Defendant, of the below described subject property, vesting it to Plaintiff, with such judgment having the "effect of a conveyance executed in due form of law". Plaintiff may request this Court issue a Master's Deed consistent with this Order.

All that piece, parcel and lot of land measuring 1.207 acres, more or less, located off Leach Road in York County, South Carolina, as shown on that plat entitled "Subdivision Survey for Ronald Mitchell" drawn by Hucks and Associates and dated March 3, 2022, a copy of which is attached as an exhibit to that Complaint filed contemporaneously, and being a portion of tax map no. 539-00-00-134.

Derivation: Being a portion of that real property conveyed to Major Lewis Mitchell by Alphonso Leach, et al., by deed dated October 1, 2007 and recorded February 12, 2008 in Record Book 9802 at page 296 in the office of the Clerk Of Court for York County, South Carolina.

NOW, THEREFORE, IT IS ORDERED:

Judgment is entered in favor of the Plaintiff against the Defendant upon Plaintiff's claim for specific performance. All other claims are dismissed.

Plaintiff may file this Order with the Clerk of Court, or request this Court to issue a Master's Deed.

Upon filing of this Order or deed, the *Lis Pendens* shall be canceled;

Plaintiff shall have judgment against the Defendant in the amount of \$180.32 for filing the Summons and Complaint, \$50.00 for service of process, and \$31.74 for Plaintiff's Motion to Strike the

Defendant's late pleading.

AND IS SO ORDERED.

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

FORM 4
 JUDGMENT IN A CIVIL CASE

CASE NO. 2023 CP-46-03404

RONALD LEON MITCHELL,

MAJOR LEWIS MITCHELL.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: John Martin Foster

Attorney for : Plaintiff Defendant
 or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
Ronald Leon Mitchell	Major Lewis Mitchell	\$ 262.06
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable

ELECTRONICALLY FILED - 2025 Mar 31 11:37 AM - YORK - COMMON PLEAS - CASE#2023CP4603404

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.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2025 and a copy mailed fir2st class or placed in the appropriate attorney’s box on this _____ day of _____, 2025_to attorneys of record or to parties (when appearing pro se) as follows:

John Martin Foster

PO Box 106

Rock Hill, SC 29731

ATTORNEY(S) FOR THE PLAINTIFF(S)

Millie Shaw

1320 W. Poinsett St

Greer, SC 29650

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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.



York Common Pleas

Case Caption: Ronald Leon Mitchell VS Major Lewis Mitchell
Case Number: 2023CP4603404
Type: Master/Order/Other

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2025-03-31 11:13:22 page 6 of 6

ELECTRONICALLY FILED - 2025 Mar 31 11:37 AM - YORK - COMMON PLEAS - CASE#2023CP4603404

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2023-CP-46-03404

Ronald Leon Mitchell
Plaintiff(s)

VS

Major Lewis Mitchell
Defendant(s)

I find that this case should be referred to a master-in-equity or special referee because:

All parties, not in default, consent to the reference.

This is an action of foreclosure.

This is a default case.

Accordingly, this matter is referred to the master-in-equity or _____ as a special referee to:

Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRPC.

Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.

CLERK OF COURT

John Martin Foster
Gregory Michael Glover II



York Common Pleas

Case Caption: Ronald Leon Mitchell VS Major Lewis Mitchell

Case Number: 2023CP4603404

Type: Order/Other

So Ordered

s/Angie M. Bryant - York County Clerk of Court
ls

Electronically signed on 2024-05-23 11:04:03 page 2 of 2

ELECTRONICALLY FILED - 2024 May 23 11:04 AM - YORK - COMMON PLEAS - CASE#2023CP4603404

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO. 2023CP4603404

Ronald Leon Mitchell
PLAINTIFF(S)

Major Lewis Mitchell
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Motion for Relief from Default DENIED and Motion to Strike Answer GRANTED, on the ground failure to obtain an attorney is not good cause under Rule 55 because defendant could have answered pro se.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/16/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



York Common Pleas

Case Caption: Ronald Leon Mitchell VS Major Lewis Mitchell

Case Number: 2023CP4603404

Type: Order/Electronic Form 4

So Ordered

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

Electronically signed on 2024-02-16 10:41:58 page 3 of 3

ELECTRONICALLY FILED - 2024 Feb 16 10:55 AM - YORK - COMMON PLEAS - CASE#2023CP4603404

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

RONALD LEON MITCHELL,)
)
Plaintiff,)
vs.)
)
MAJOR LEWIS MITCHELL,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

SUMMONS

C.A. No. 2023-CP-46-__

TO THE DEFENDANT ABOVE-NAMED:

IF UPON AN INDIVIDUAL, OTHER THAN A MINOR, OR AN INCOMPETENT PERSON, CORPORATION, PARTNERSHIP, OR OTHER UNINCORPORATED ASSOCIATION WHICH IS SUBJECT TO SUIT UNDER A COMMON NAME:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within thirty (30) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within thirty (30) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

IF UPON A MINOR, A PERSON JUDICIALLY DECLARED INCAPABLE OF CONDUCTING HIS OWN AFFAIRS, OR AN INCOMPETENT PERSON:

YOU ARE NOTIFIED if you have a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may defend on your behalf.

If you are not otherwise represented in this civil action or the Court shall deem it proper, the Court shall appoint a Guardian *ad litem* for you.

If you are a minor party of the age of 14 years or over, you may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are a minor party under the age of 14 years, your parent, general or testamentary guardian, relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are an imprisoned person, you, your relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If no application for the appointment of a Guardian *ad litem* is made by or in your behalf within Thirty (30) days after service of this Summons upon you, then the undersigned as attorney for the Plaintiff will make application for the appointment of such Guardian *ad Litem*, after first giving notice of such application to the person or persons to whom such notice must be given under Rule 17(d)(3), (4), or (5), S.C.R.C.P.

IF UPON THE UNITED STATES OF AMERICA:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within Sixty (60) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within Sixty (60) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

/s/ John Martin Foster
Attorney for Plaintiff
S.C. Bar No. 2086

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, SC 29730

Post Office Box 106
Rock Hill, SC 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster340@gmail.com

October 30, 2023

Rock Hill, South Carolina

ELECTRONICALLY FILED - 2023 Oct 30 9:06 AM - YORK - COMMON PLEAS - CASE#2023CP4603404

STATE OF SOUTH CAROLINA	|	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	|	SIXTEENTH JUDICIAL CIRCUIT
RONALD LEON MITCHELL,	|	
Plaintiff,	|	COMPLAINT
vs.	|	
MAJOR LEWIS MITCHELL,	|	C.A. No. 2023-CP-46-___
Defendant.	|	

The Plaintiff RONALD LEON MITCHELL alleges:

FOR A FIRST CAUSE OF ACTION: SPECIFIC PERFORMANCE

1. Any allegation contained in this Complaint and consistent with this Cause of Action is realleged in full by this reference.
2. Both the Plaintiff RONALD LEON MITCHELL and the Defendant MAJOR LEWIS MITCHELL are, and were at the times referenced herein, residents of York County, South Carolina.
3. This action concerns a lot of real estate measuring 1.207 acres, more or less, located off Leach Road in York County, South Carolina, as shown on that Plat entitled "Subdivision Survey for Ronald Mitchell" drawn by Hucks and Associates and dated March 3, 2022. A copy of that Plat, in multiple parts owing to its size, is attached hereto and incorporated herein as Exhibit "A".
4. A *Lis Pendens* to the subject real property has been filed with the Clerk of Court for York County, South Carolina simultaneously with this Summons and Complaint.
5. In or about late 2021, in the County and State aforesaid, the Plaintiff and Defendant entered into an oral contract under which the Plaintiff would engage a surveyor at his own cost to measure off the referenced portion of the subject real property and the Defendant represented that he would deed that real property to the Plaintiff.
6. The consideration for the said agreement was the parties' relation as brothers and, on information and belief, the Defendant's undertaking to the parties' mother that the Plaintiff and his siblings would be cared for by the Defendant.
7. To accomplish and evidence the contract referenced above, the Defendant MAJOR LEWIS

MITCHELL executed an Individual Plat Approval Request to the Planning & Development Services of York County; a copy of that document is attached hereto and incorporated herein as Exhibit "B"

8. The Plaintiff faithfully performed all of the terms, covenants, and conditions required of him under the parties' agreement.
9. The Defendant has failed to perform the terms of the parties' agreement, in that he has failed and refused to execute a deed to the agreed portion of the subject real property to the Plaintiff.
10. Notice of the breach of the contract was given to the Defendant by the Plaintiff, and formal demand was made on him to remedy the breach, but the Defendant has continually failed and refused to remedy them. A copy of the said Notice and demand is attached hereto as Exhibit "C".
11. The Plaintiff has no plain, speedy, and adequate legal remedy in that the subject real property is unique and has a special value to the Plaintiff, and any judgment recovered by the Plaintiff in an action at law would not compensate his loss under the parties' agreement.
12. The parties' agreement is fair and equitable and is supported by adequate consideration as is shown by the above-referenced facts.

FOR A SECOND CAUSE OF ACTION: FRAUD

13. Any allegation contained in this Complaint and consistent with this Cause of Action is realleged in full by this reference.
14. Both at the time the parties herein entered into the said agreement and thereafter, they were aware that the purpose of the survey, and of placing the real estate in the Plaintiff's name, was necessary to provide the Plaintiff and his wife with a home.
15. The facts referenced in the paragraphs above were material facts.
16. On knowledge and information, the Defendant made the misrepresentations, concealments and inaction of material facts referenced herein with full knowledge of their falsity or with reckless disregard of the truth.
17. The misrepresentations, concealments and inaction referenced herein were committed by the Defendant willfully, wantonly and with reckless disregard of the rights of the Plaintiff.
18. The Plaintiff was ignorant of the falsity of the misrepresentations, concealments and inaction referenced herein.
19. On knowledge and information, the Defendant intended that the Plaintiff rely upon the

- misrepresentations, concealments and inaction referenced herein.
20. The Plaintiff did rely on the misrepresentations, concealments and inaction of the Defendant referenced herein.
 21. The Plaintiff had a right to rely on the truth of the said misrepresentations, concealments and inaction in that the subject real property was under the Defendant's control and the said Defendant could reasonably be expected to know their truth and validity.
 22. The Plaintiff have suffered damages as a proximate result of such misrepresentations, concealments and inaction, as referenced herein.
 23. As a result of the Defendant's breach and failure to execute the deed to the subject real property, the Plaintiff has suffered the cost of the survey and the loss of the subject real property and the home that would have been his and his wife's as a result.

THIRD CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION

24. Any allegation contained in this Complaint and consistent with this Cause of Action is realleged in full by this reference.
25. On knowledge and information, the Defendant's failure to inform the Plaintiff of his intent to dishonor the parties' agreement and retain the subject real property constitutes a false or negligent representation.
26. The Defendant had a pecuniary interest in making the false or negligent misrepresentation, in that he received the benefits of continued ownership of the subject real property.
27. On knowledge and information, the Defendant owed a duty of care to see that they communicated truthful information to the Plaintiff.
28. The Defendant breached his said duty by failing to exercise due care in their communication with the Plaintiff.
29. On knowledge and information, the Defendant intended that the Plaintiff rely upon his representations referenced herein.
30. The Plaintiff justifiably relied on the representations of the Defendant referenced herein, in that the true knowledge of the Defendant's intent was held by the Defendant, and the Defendant was on notice thereof.
31. On knowledge and information, the Defendant made the representations referenced herein with full knowledge of their falsity or with reckless disregard of the truth.
32. The representations of the Defendant referenced herein were made by him willfully, wantonly

and with reckless disregard of the rights of the Plaintiff.

33. The Plaintiff has suffered damages as a proximate result of the negligent misrepresentations of the Defendants, as referenced herein.

WHEREFORE, the Plaintiff prays:

AS TO THE FIRST CAUSE OF ACTION: SPECIFIC PERFORMANCE

- A) For the entry of an Order directing that the Defendant make, execute, and deliver to the Plaintiffs a good and sufficient warranty deed to the subject real property, pursuant to the terms of the parties' agreement;
- B) In the alternative to the prayer above, for the entry of an Order appointing, authorizing, and directing the Clerk of the Court or the Master in Equity to make, execute, and deliver the said deed to the Plaintiff, should the Defendant fail to do so within a time fixed by the Court;

AS TO THE SECOND CAUSE OF ACTION: FRAUD

- C) For an award of the Plaintiff's actual damages sustained by reason of the Defendant's fraudulent actions and inaction as referenced herein;
- D) For an award of the exemplary and punitive damages to the Plaintiff against the Defendant by reason of the Defendant's willful, wanton and reckless actions and inaction referenced herein;

AS TO THE THIRD CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION

- E) For an award of the Plaintiff's actual damages sustained by reason of the Defendant's negligent misrepresentations as referenced herein;
- F) For an award of the exemplary and punitive damages to the Plaintiff against the Defendant by reason of the Defendant's willful, wanton and reckless actions and inaction referenced herein;

AS TO ALL CAUSES OF ACTION:

- G) For an award of the Plaintiff's costs herein;

- H) That the Court include a prayer for any other relief to which the Plaintiffs may be authorized under any cause of action;
- I) That the Court award or allow the Plaintiff such other and further relief as the Court may deem just and proper.

/s/ John Martin Foster
Attorney for Plaintiff
SC Bar No. 2086

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S.C. 29730
Post Office Box 106
Rock Hill, S.C. 29731

803 324-8100
803 324-8109: Fax
jmfoster340@gmail.com

October 27, 2023

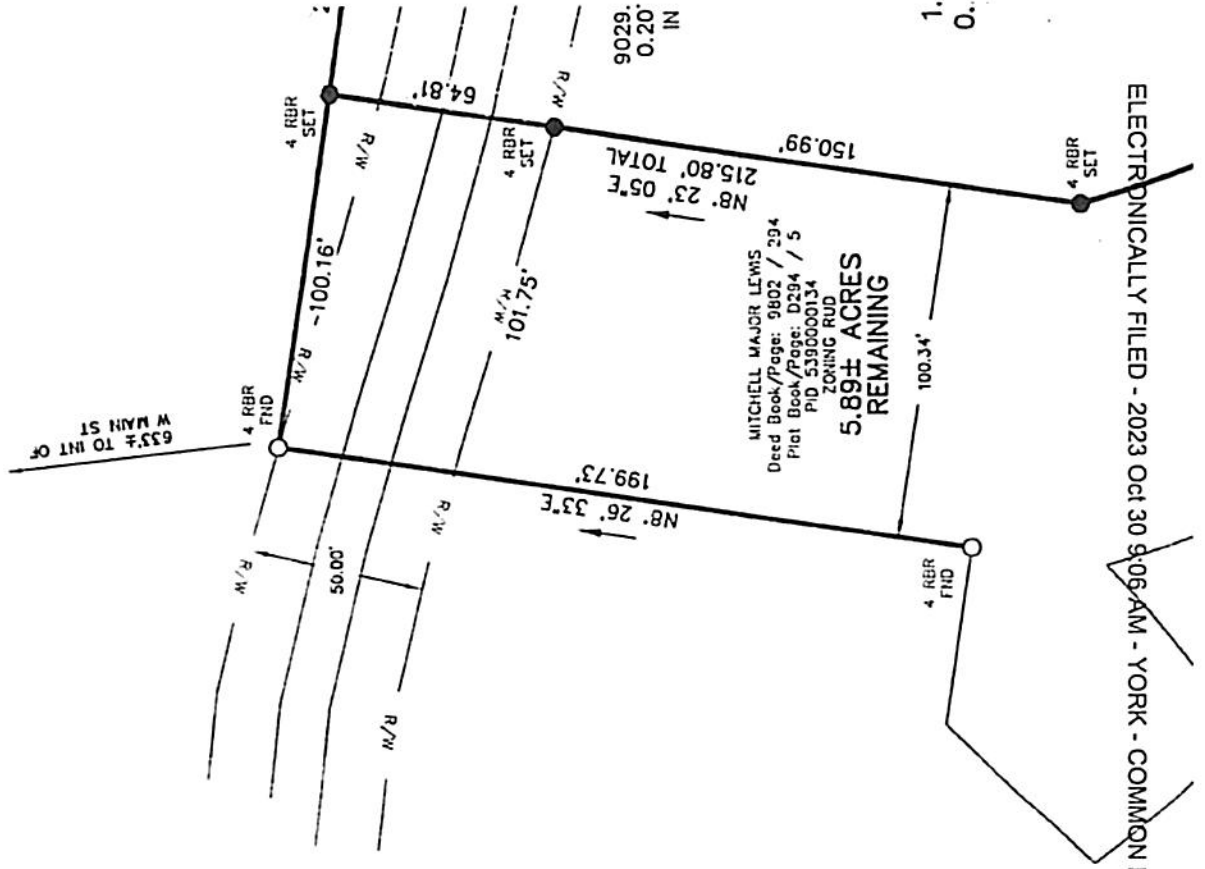
Rock Hill, South Carolina

EXHIBIT "A"

LEGEND

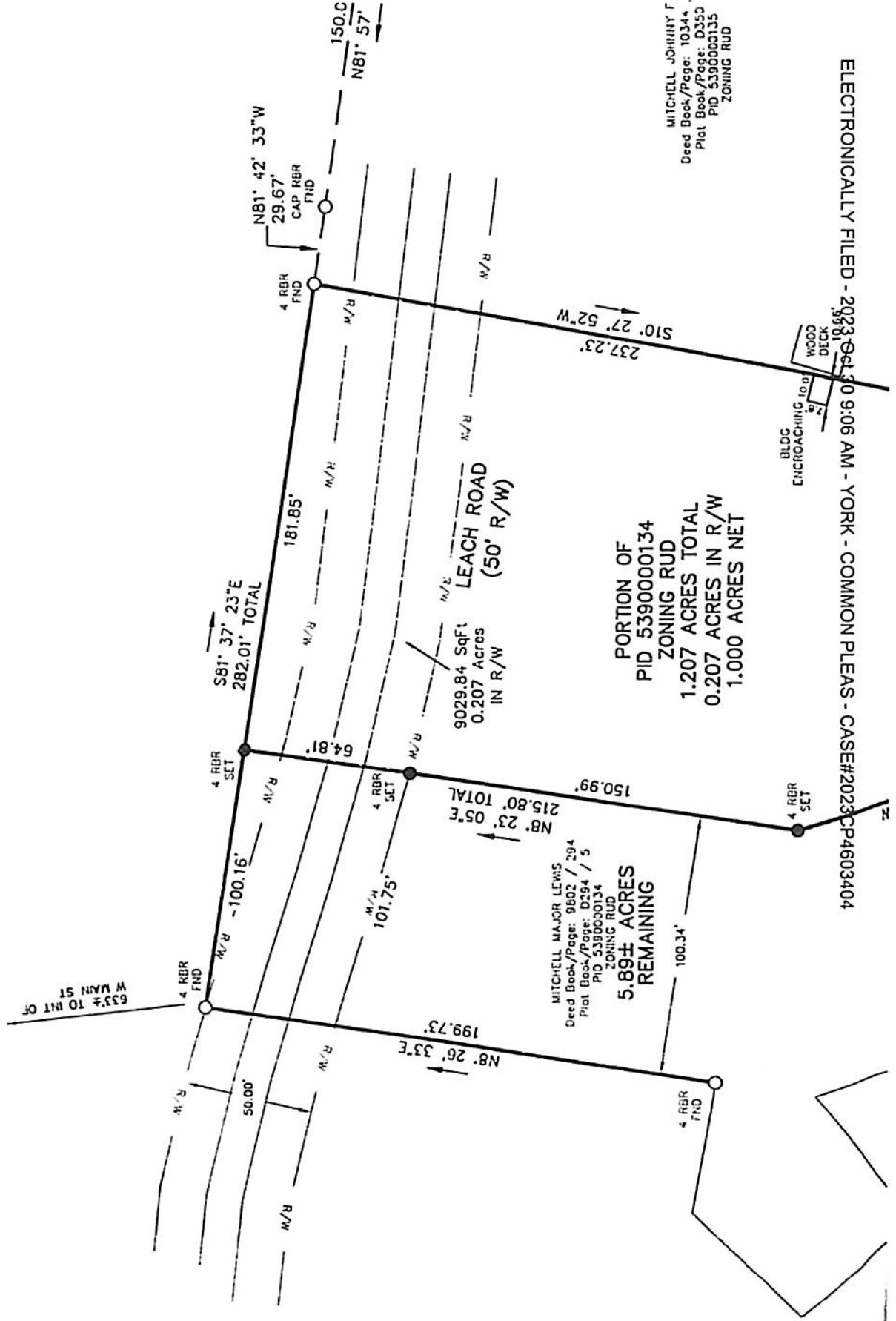
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- IRON PIN SET (#4 REBAR)
- ⊗ POINT NOT SET
- ⊙ GAS VALVE
- Ⓣ TELEPHONE MANHOLE
- Ⓢ SANITARY SEWER MANHOLE
- Ⓣ STORM SEWER MANHOLE
- Ⓜ WATER VALVE
- Ⓜ WATER METER
- Ⓣ TELEPHONE PEDESTAL
- Ⓢ ELECTRIC PEDESTAL
- Ⓣ ELECTRIC MANHOLE
- DROP INLET
- ▢ CATCH BASIN
- ⊖ CLEAN OUT
- Ⓢ SIGN
- Ⓢ GUY POLE
- Ⓢ POWER POLE
- Ⓢ FIRE HYDRANT
- Ⓢ LIGHT POLE
- Ⓢ IRRIGATION VALVE
- Ⓢ CABLE PEDESTAL
- Ⓢ ELECTRICAL TRANSFORMER
- Ⓢ BLOW OFF VALVE
- Ⓢ WELL
- Ⓢ ELECTRIC METER
- SURVEY LINE
- ADJOINER LINE
- RIGHT OF WAY LINE
- EASEMENT LINE

PB D350 / 1



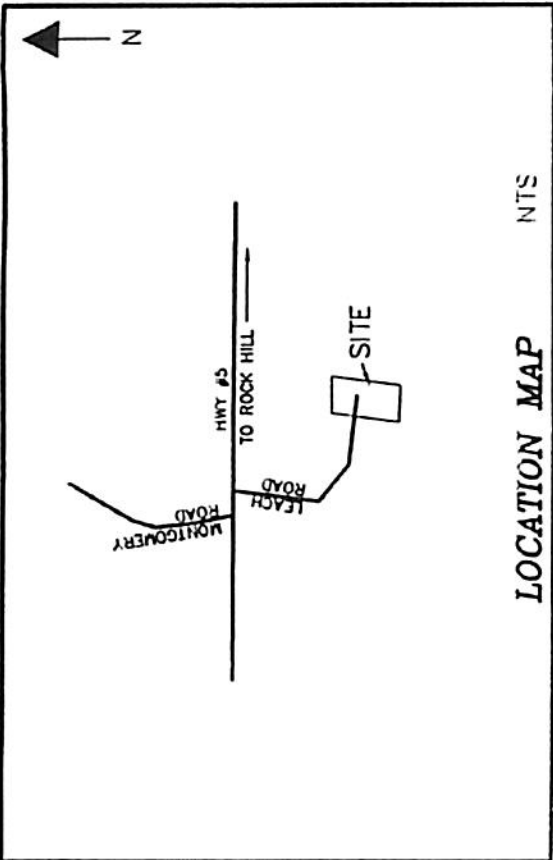
ELECTRONICALLY FILED - 2023 Oct 30 9:06 AM - YORK - COMMON PLEAS - CASE#2023CF4603404

MITCHELL JOHNNY F
Deed Book/Page: 10344
Plot Book/Page: D350
PID 539000135
ZONING RUD

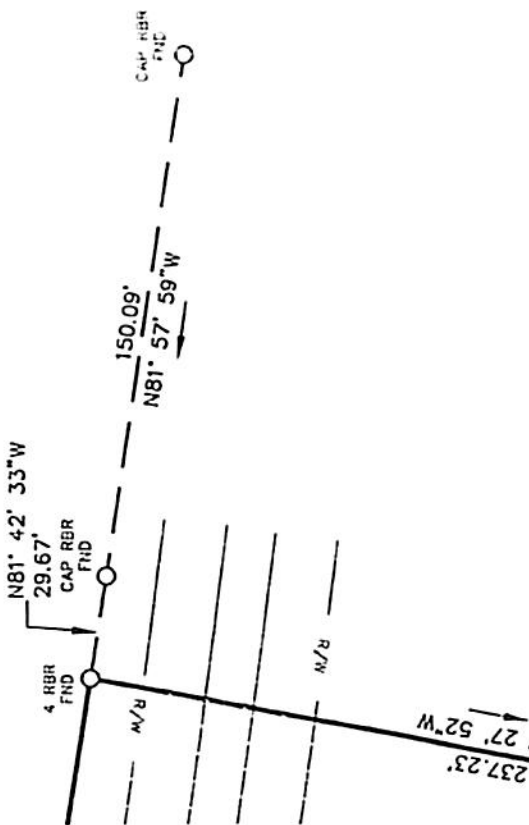


PORTION OF
PID 539000134
ZONING RUD
1.207 ACRES TOTAL
0.207 ACRES IN R/W
1.000 ACRES NET

MITCHELL MAJOR LEWIS
Deed Book/Page: 9802 / 294
Plot Book/Page: D294 / 5
PID 539000134
ZONING RUD
5.89± ACRES
REMAINING



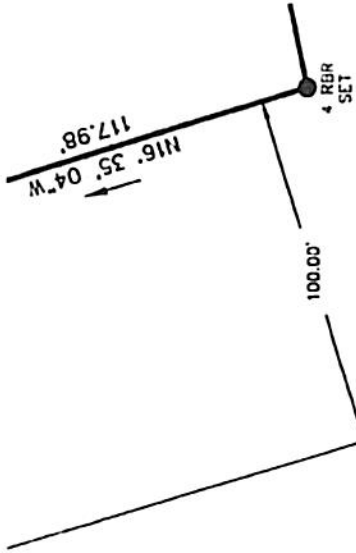
SETBACKS
FRONT 25'
SIDES 10'
REAR 25'



03/03/2023
1 / 0350
12 / 43401
Book/Page: 0350/43401
Plot Book/Book/Year/Year
MITCHELL JOHNNY F
RDU 2N1N0Z

024

99'01"
K330
0000



SETBACK LINE	---
FENCE LINE	— x —
FLOOD LINE	— . —
CENTERLINE CREEK	— — —
OVERHEAD POWER	— OHP —
OVERHEAD ELECTRIC	— OHE —
GAS LINE	— UG — UC —
SANITARY SEWER	— SS — SS —
WATER LINE	— UW — UW —
UNDERGROUND ELECTRIC	— UE — UE —
UNDERGROUND FIBER	— UF — UF —
OVERHEAD TELEPHONE	— OHT —
UNDERGROUND CABLE	— UC — UC —
UNDERGROUND FORCE MAIN	— FM — FM —
UNDERGROUND STORM PIPE	— ST — ST —
UNDERGROUND TELEPHONE	— UT — UT —
FENCE LINE SPLIT RAIL	— o — o —
FENCE LINE WOOD	— [] — [] —

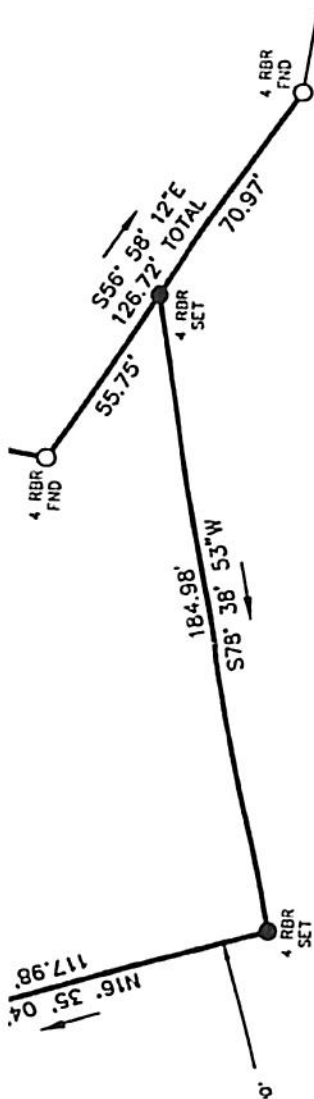
NOTES:

- 1.) NO TITLE COMMITMENT WAS PROVIDED TO BE USED IN PREPARING THIS PLAT.
- 2.) PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS AND EASEMENTS, NOT SHOWN ON THIS PLAT.

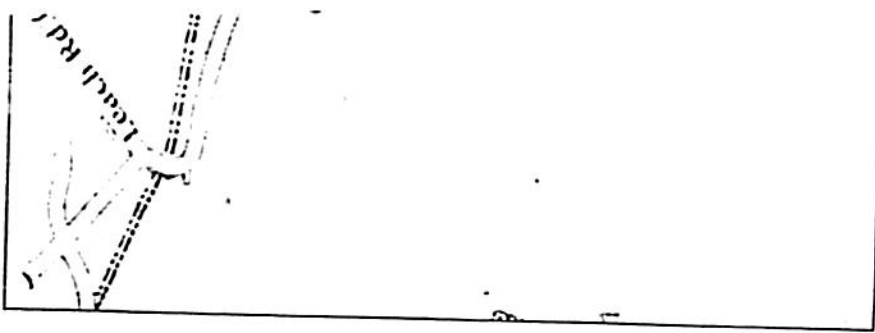
TAX MAP PARCEL #539000134
 Deed Book/Page: 9802 / 294
 Plat Book/Page: D294 / 5
 Plat Book/Page: D350 / 1

GRAPHIC SCALE





MITCHELL MAJOR LEWIS
 Deed Book/Page: 9802 / 294
 Plat Book/Page: D294 / 5
 Pld 539000134
 ZONING RUD
**5.89± ACRES
 REMAINING**



This property lies within a Zone X unshaded area as designated on Federal Insurance Rate Map, Community Panel: 45091C0303F, effective on 05/16/2017.

New lot lines or parcels have been created.

See Reference Deeds / Plats as noted

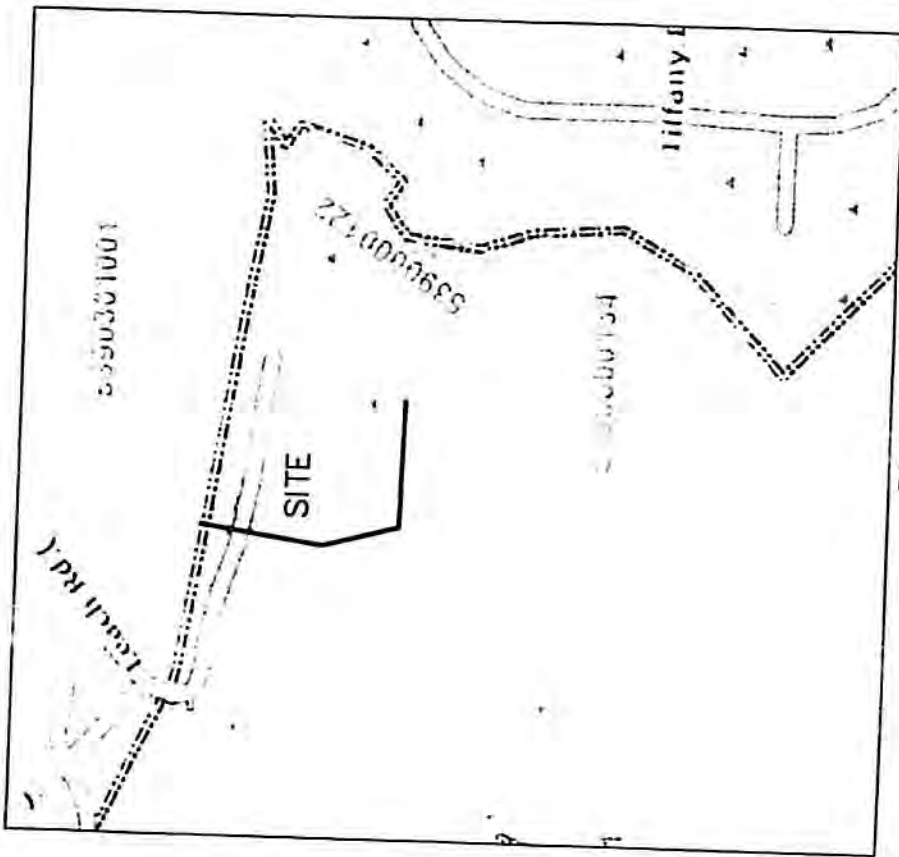
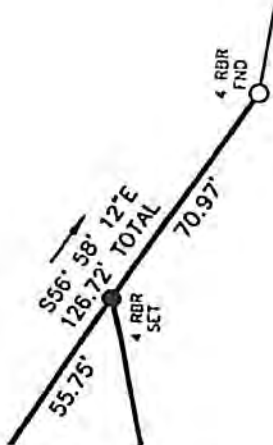
I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and exceeds or states minimum standards for a Class A survey.

SUBDIVISION
RONALD
 PORTION
 EBEI
 YORK COUNTY

HUCKS and
 Land Surveyors
 ELECTRONICALLY FILED
 2128
 Hart
 Rock Hill



COMMON PLEAS - CASE#2023CP4693404



DETAIL NTS

SUBDIVISION SURVEY FOR
RONALD MITCHELL
 PORTION OF PID 5390000134
 EBENEZER TOWNSHIP

YORK COUNTY SOUTH CAROLINA

HUCKS and ASSOCIATES, PC.

ELECTRONICALLY FILED
 YORK COUNTY SOUTH CAROLINA
 5212 Hampton Ridge Road
 York, SC 29731

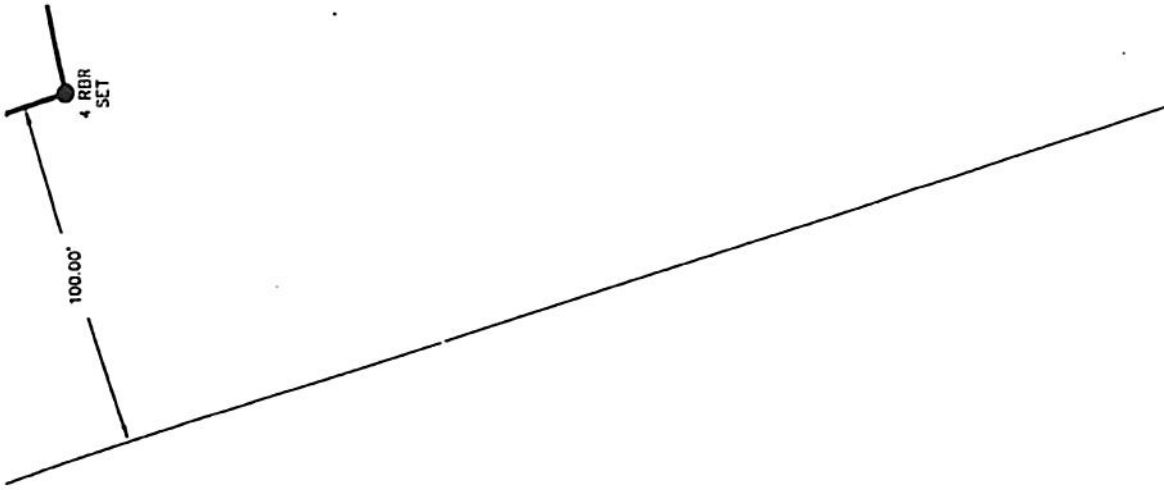


In a Zone X unshaded area as designated on Map, Community Panel: 45091C0303F.

Plats as noted

Plats as noted

In the best of my knowledge, information, shown herein was made in accordance with Standards of Practice Manual for Surveying meets or exceeds the requirements for a certified thereon.



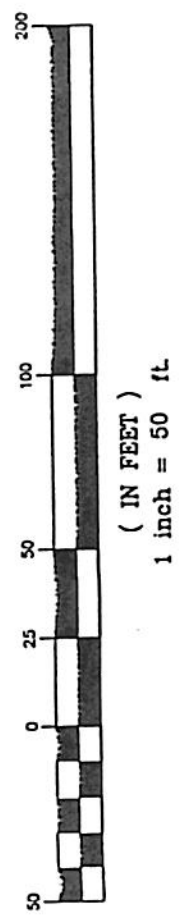
OVERHEAD ELECTRIC	_____	OHE	_____
GAS LINE	_____	UG	_____
SANITARY SEWER	_____	SS	_____
WATER LINE	_____	UW	_____
UNDERGROUND ELECTRIC	_____	UE	_____
UNDERGROUND FIBER	_____	UF	_____
OVERHEAD TELEPHONE	_____	OHT	_____
UNDERGROUND CABLE	_____	UC	_____
UNDERGROUND FORCE MAIN	_____	FM	_____
UNDERGROUND STORM PIPE	_____	ST	_____
UNDERGROUND TELEPHONE	_____	UT	_____
FENCE LINE SPLIT RAIL	_____	O	_____
FENCE LINE WOOD	_____	[]	_____

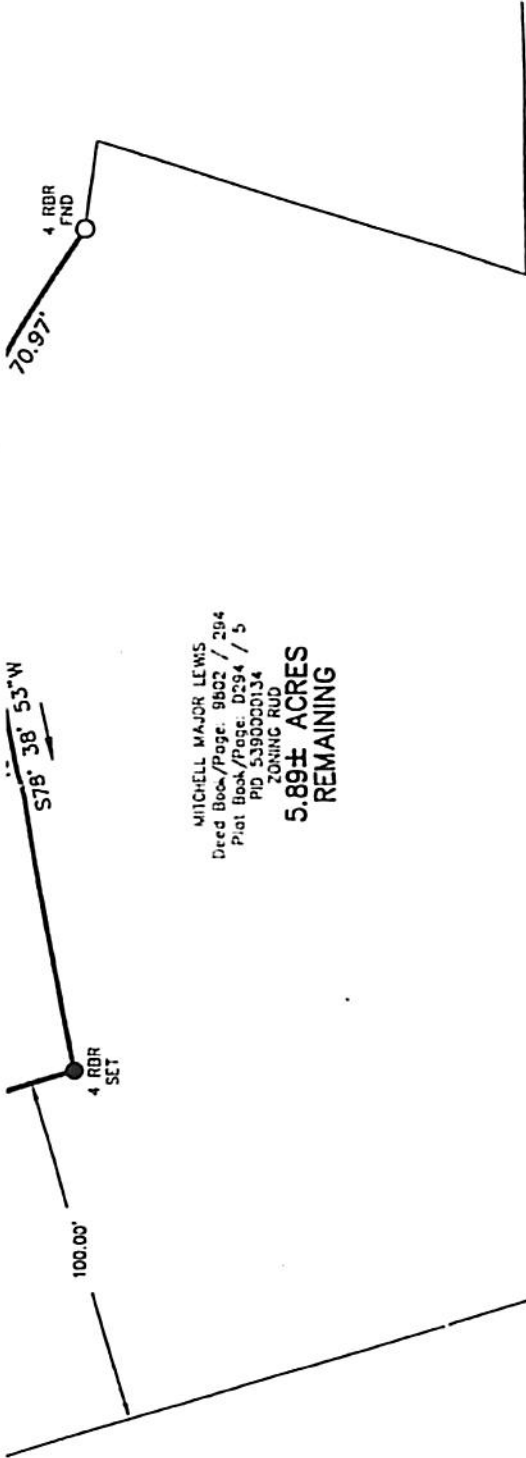
NOTES:

- 1.) NO TITLE COMMITMENT WAS PROVIDED TO BE USED IN PREPARING THIS PLAT.
- 2.) PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS AND EASEMENTS, NOT SHOWN ON THIS PLAT.

TAX MAP PARCEL #5390000134
 Deed Book/Page: 9802 / 294
 Plat Book/Page: D294 / 5
 Plat Book/Page: D350 / 1

GRAPHIC SCALE





MITCHELL MAJOR LEWIS
 Deed Book/Page: 9802 / 294
 Plat Book/Page: D294 / 5
 PID: 539000134
 ZONING: RUD
**5.89± ACRES
 REMAINING**



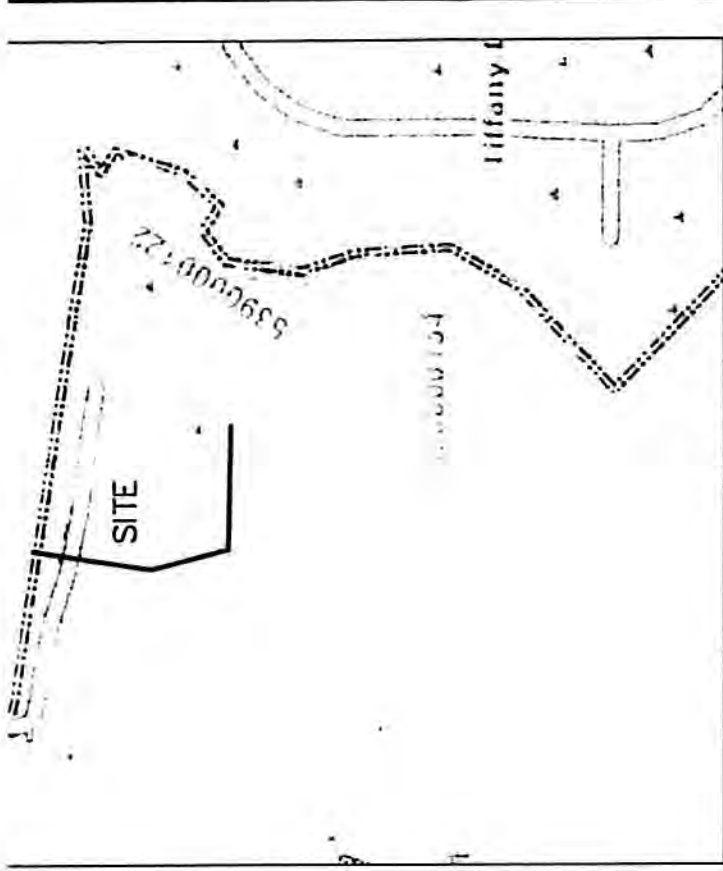
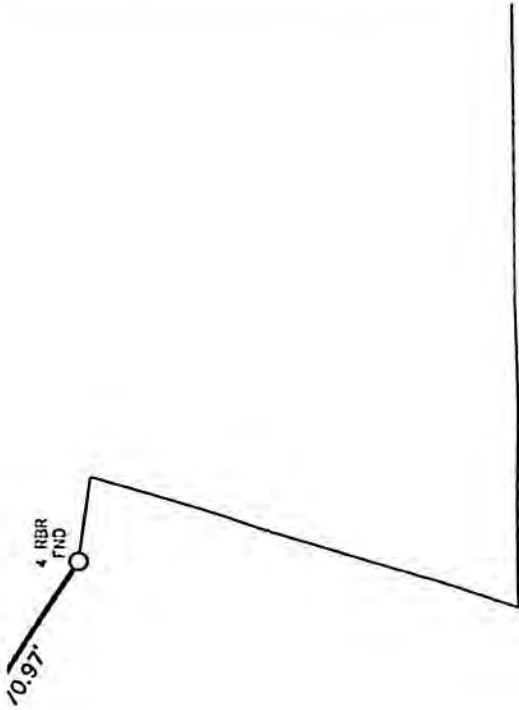
This property lies within a Zone X unshaded area as designated on Federal Insurance Rate Map, Community Panel: 45091C0303F, effective on 05/16/2017.

New lot lines or parcels have been created.

See Reference Deeds / Plats as noted

I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.

Terry W. Hucks
 TERRY W. HUCKS PLS
 SC 819011 CS



DETAIL NTS

within a Zone X unshaded area as designated on Rate Map, Community Panel: 45091C0303F, 6/2017.

parcels have been created.

lots / Plots as noted

at to the best of my knowledge, information, survey shown herein was made in accordance with of the Standards of Practice Manual for Surveying, and meets or exceeds the requirements for a as specified therein.

030

TERRY W. HUCKS PLS
SC 110618 3/3/22



SUBDIVISION SURVEY FOR
RONALD MITCHELL
PORTION OF PID 5390000134
EBENEZER TOWNSHIP

YORK COUNTY

SOUTH CAROLINA

HUCKS and ASSOCIATES, PC.

Land Surveyors and Land Planners

5212 Hampton Ridge Road
Rock Hill, SC 29732

803-366-4677 803-366-4128

SCALE:
1" = 50'

DATE:
MAR 3, 2022

FILE NO:
22162

CHK BY:
TWH

EXHIBIT "B"



PLANNING & DEVELOPMENT SERVICES

18 W. LIBERTY STREET, PO BOX 96
YORK, SC 29745-0096
PHONE (803) 909-7200 / FAX (803) 909-7227

INDIVIDUAL PLAT APPROVAL REQUEST

****PLEASE ALLOW 5 BUSINESS DAYS FOR PROCESSING****

OFFICE USE ONLY			
Review Fee:	Culvert Fee:	Family Exemption: Yes <input type="checkbox"/>	No <input type="checkbox"/>

Applicant Name: Mr. Ronald Mitchell
 Applicant Phone #: _____ Applicant Email Address: _____
 Property Owner(s): Mr. Major Mitchell
 Property Owner Address: _____
 Property Owner Phone #: _____ Property Owner Email Address: _____
 Address of Subdivided Property: 1083 Leach Road Rock Hill, SC 29732 Tax Map #: 5390000134

Items required for submittal (please check off submitted items):

1. Initial Submittal: One (1) DIGITAL copy of plat.

Online Plan Submittal – access the website at www.yorkcountygov.com/permitting
 Log in or create an account then select "Create Project"

Upon Completed Review and Approval: Minimum five (5) plats with surveyors raised seal.

2. (Family Exemption) If approval is for a lot being deeded to an immediate family member, please provide the following items:
 - Copy of the draft deed that specifies the relationship from the Grantor to Grantee (ex: Mother to son/daughter etc.).
 - SCDHEC letter or proof of septic system if proposed lot is less than 2 acres.
3. If approval is for a new lot that is subdivided out of a larger parcel, reconfiguring lot lines or combining lots, please provide the following items:
 - SCDHEC letter or proof of septic system if proposed lot is less than 2 acres.
 - Proof of service of public water & sewer system or community well.
 - The remainder of the property must meet zoning requirements for minimum lot size.

Additional Items for your information:

1. The property owner may be subject to culvert fees should the property be part of a larger common plan or if there are existing or proposed multiple culverts for the property.
2. You will be contacted when the review is completed.
3. Fees are due after completed review of the plat.

Deed/ Covenant Restriction Agreement: (Multiple Owners, see page 2)

I Major Mitchell have read and understand the deed/covenants and restrictions for
 (Property Owner)
1083 Leach Rd, Rock Hill, Sc 29732
 (Subdivision Name and Property Address)

The subdividing of my property, 5390000134, in no way violates or is in conflict with the deed/covenants
 (Tax Map #)
 and restrictions. I also understand if this statement is found to be false, the approval of the plat will be null and void.

Property Owner Signature: Date Submitted: _____

Any information provided on this document may be subject to the South Carolina Freedom of Information Act and may be disclosed to third parties in accordance with applicable law.

INDIVIDUAL PLAT APPROVAL REQUEST


ELECTRONICALLY FILED - 2023 Oct 30 9:06 AM - YORK - COMMON PLEAS - CASE#2023CP4603404

Multiple Owners Signature Page

We, the property owners, have read and understand the deed/covenants and restrictions for
1083 Leach RoRd, Rock Hill, SC 29732
(Subdivision Name and Property Address)

The subdividing of our property, 5390000134, in no way violates or is in conflict with the deed/covenants
(Tax Map #)
and restrictions. We also understand if this statement is found to be false, the approval of the plat will be null and void.

Checking the box next to your signature indicates your understanding and acceptance that the above statement is true.

- Property Owner Signature: 
Property Owner Printed Name: Major Mitchell Date Submitted: _____
- Property Owner Signature: _____
Property Owner Printed Name: _____ Date Submitted: _____
- Property Owner Signature: _____
Property Owner Printed Name: _____ Date Submitted: _____

Any information provided on this document may be subject to the South Carolina Freedom of Information Act and may be disclosed to third parties in accordance with applicable law.

EXHIBIT "C"

JOHN MARTIN FOSTER

Attorney at law

The Guardian Building	PO Box 106	803 324 8100
223 East Main Street Suite 520	Rock Hill SC	803 324 8109 Fax
Rock Hill South Carolina 29730	29731-6106	jmfoster340@gmail.com

September 19, 2023

Major Lewis Mitchell
1975 Wildcat Creek Road
Rock Hill S.C. 29730-5534

To Be Hand-Delivered and Sent by Certified U.S. Mail:

Re: Ronald Leon Mitchell
Leach Road Property

Sir:

I represent your brother, Ronald Leon Mitchell. With your permission and knowledge, Ronald Mitchell caused a survey to be drawn of land off Leach Road. The understanding was that this was family land, held in your name, and this portion was to be conveyed to Ronald Mitchell as his portion of that family property.

The survey was completed by Hucks and Associates, PC; a copy is attached in multiple parts owing to its size. A deed to effect the transfer has been drawn; you have refused to execute this deed.

I have advised Ronald Mitchell that your actions and his have created an enforceable contract for the transfer of the land shown on the survey. This letter is to make demand that you execute and deliver an adequate fee simple deed for the land in question to Ronald Leon Mitchell within ten (10) days from delivery of this letter to you. It is understood that you or attorney Neil Phillips are in possession of a form to accomplish this transfer. If you wish to have my office prepare a deed, that will be done.

In the event the execution and delivery of such a deed is not accomplished within ten (10) days from delivery of this letter to you, I am instructed by my client to institute suit against you to enforce your agreement. Such a suit will not be limited to the matter discussed in this letter, but will include reference to your past handling of the family property and, to the extent allowed,

ELECTRONICALLY FILED - 2023 Oct 30 9:06 AM - YORK - COMMON PLEAS - CASE#2023CP4603404

claims for damages, costs and attorney fees.

I must require your response on this matter at the earliest time.

Yours,



John Martin Foster

jmf/
Enclosure

cc: Client
Neil Phillips, Esq.

AFFIDAVIT OF SERVICE

State of South Carolina

County of York

Common Pleas Court

Case Number: 2023-CP-46-03404

Plaintiff:
Ronald Leon Mitchell

vs.

Defendant:
Major Lewis Mitchell

For:
John Martin Foster
Po Box 106
Rock Hill, SC 29731

Received by Doc-Serve LLC on the 1st day of November, 2023 at 9:50 pm to be served on Major Lewis Mitchell, 1975 Wildcat Creek Rd, Rock Hill, SC 29730.

I, Suzanne M Wright, being duly sworn, depose and say that on the 3rd day of November, 2023 at 12:36 pm, I:

- **INDIVIDUALLY/PERSONALLY** served by delivering a true copy of the **Summons, Complaint and Lis Pendens and Exhibits** to: **Major Lewis Mitchell** at the address of: **1975 Wildcat Creek Rd, Rock Hill, SC 29730** as required by SC statute or Rules of Civil Procedure. The Defendant confirmed they reside at this address: **yes**.

Military Status: Based upon inquiry of party served, Defendant is not in the military service of the United States of America.

Marital Status: Based upon inquiry of party served, Defendant is married.

Description of Person Served: Age: 65. Sex: M, Race/Skin Color: Black, Height: 6'2", Weight: 200, Hair: Black, Glasses: Y

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.

Suzanne M Wright
Suzanne M Wright
Process Server

Doc-Serve LLC
1042 Ridgemont Rd.
Rock Hill, SC 29732
(803) 493-2847

Our Job Serial Number: DSV-2023000600

Subscribed and Sworn to before me on the 3rd day of November, 2023 by the affiant who is personally known to me

Rae Lynn Pope
NOTARY PUBLIC

RAE LYNN POPE
Notary Public
South Carolina
My Commission Expires: 01/25/2027

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
]	
RONALD LEON MITCHELL,]	
]	
Plaintiff,	]	AFFIDAVIT OF DEFAULT
vs.]	
]	
MAJOR LEWIS MITCHELL,	]	C.A. No. 2023-CP-46-03404
]	
Defendant.]	

John Martin Foster personally appeared before me and stated under oath as follows:

He is the attorney for the Plaintiff herein.

On knowledge and information, and based upon the Affidavit of Personal Service filed in this action, more than thirty (30) days, exclusive of the date of service, have elapsed since the service of the Summons, Complaint and *Lis Pendens* were made upon the Defendant MAJOR LEWIS MITCHELL

No notice of appearance, pleading, other defense, or motion permitted under Rule 12(a), S.C.R.C.P. has been made in this civil action by the Defendant.

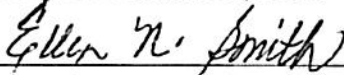
He is informed and believes that the said Defendant is neither a member of the military service nor a minor or incompetent person.

On knowledge and information, the Defendant MAJOR LEWIS MITCHELL is in default and counsel hereby applies to this Court for the entry of default and for a default hearing as to the relief requested.



 John Martin Foster

SWORN TO and subscribed before me
this day of December 5, 2023.



 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: 05/04/2024

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK)	
)	
)	
Ronald Leon Mitchell,)	
Plaintiff,)	DEFENDANT'S ANSWER TO
vs.)	PLAINTIFF'S COMPLAINT
)	
Major Lewis Mitchell,)	
)	
)	CASE NO: 2023-CP-46-03404
_____ Defendant.)	

The Defendant, Major Lewis Mitchell, by and through his undersigned counsel, hereby answers and responds to the Plaintiff's Complaint saying:

1. The Defendant denies, in their entirety, any and all allegations brought forward by the Plaintiff in his Summons and Complaint not specifically admitted herein and strict proof thereof is demanded.
2. The Defendant responds to the individually numbered paragraphs of the Complaint as follows:
3. The allegation of paragraphs 2, 3, and 4 are admitted.
4. The allegation of paragraphs 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33 are denied.

WHEREFORE, the Defendant prays this honorable Court for the following:

1. For The Plaintiff's complaint to be dismissed.
2. To deny the Plaintiff's relief sought in its entirety.
3. For an award of the attorney fees and costs in having to defend this suit; and

4. Granting such further relief as this Court deems necessary and proper under the facts and circumstances of this case.

Respectfully submitted,

s/ G. Michael Glover, II
G. Michael Glover, II, Bar No. 105938
Attorney for the Defendant
KING LAW OFFICES, PC
424 Hyatt Street, Suite B
Gaffney, South Carolina 29341
828-288-3085, opt. 2, ext. 1502
828-286-1110 (fax)

December 28, 2023
Rock Hill, South Carolina

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
]	
RONALD LEON MITCHELL,]	
]	
Plaintiff,	]	NOTICE AND MOTION
vs.]	
	]	TO STRIKE PLEADING
MAJOR LEWIS MITCHELL,]	
	]	C.A. No. 2023-CP-46-03404
Defendant.]	

To: G. Michael Glover, II
 Attorney for Defendant
 King Law Offices, PC
 424 Hyatt Street, Suite B
 Gaffney, S.C. 29341

You or your attorney should appear before this Court to present evidence or argument, if any you have, relating to the Motion herein, as follows:

DATE AND TIME: To be set by the Judge or Clerk of Court, or as soon thereafter as counsel may be heard.

PLACE: Moss Justice Center
 1675 York Highway
 York, South Carolina 29745, or such other place as may be designated by the Judge or the Clerk of Court.

Pursuant to Rule 12(b)(f), S.C.R.C.P., the Plaintiff, by his counsel, moves this Court to strike the Defendant's Answer in that the Defendant is in default and has not been relieved therefrom.

This Motion is made on the grounds set out below:

- a. The Defendant MAJOR LEWIS MITCHELL was served with the Summons, Complaint and *Lis Pendens* on November 3, 2023. The Affidavit of Service to that effect was filed with the Clerk on November 6, 2023.
- b. No notice of appearance, pleading, other defense, or motion permitted under Rule 12(a), S.C.R.C.P. was made in this civil action by the Defendant within the time allowed by the Rules of Civil Procedure. On knowledge and information, the said Defendant is neither a

- member of the military service nor a minor or incompetent person.
- c. An Affidavit of Default, reciting the facts above, was filed with the Clerk December 5, 2023.
 - d. No Motion to allow such Answer after default has been filed. No grounds to set aside default have been alleged. Counsel for Plaintiff was contacted by Brian W. King of the King Law Firm on December 21, 2023, who requested the right to file a responsive pleading: that request was refused.
 - e. A purported Answer on behalf of the Defendant was filed December 28, 2023 by counsel listed above.
 - f. The purported Answer is late and contains no grounds to set aside default. The Plaintiff is entitled to have the same stricken under Rule 12(f), S.C.R.C.P.

Pursuant to Rule 11(a), S.C.R.C.P., counsel for the Movant hereby affirms that this motion is dispositive in nature, and, to that end, requires no communication with opposing counsel, or, in the alternative, certifies that such consultation would serve no useful purpose or could not be timely held.

The basis for this Motion is the applicable law and rules of procedure, the above-cited Rule, the records of this civil action, and any Supporting Memorandum which the Movant may submit herein.

/s/ John Martin Foster
Attorney for the Plaintiff
SC Bar No. 2086

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S.C. 29730

Post Office Box 106
Rock Hill, S. C. 29731-6106

(803) 324-8100
(803) 324-8109: Fax
jmfooster340@gmail.com

January 6, 2024

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF YORK	)	SIXTEENTH JUDICIAL CIRCUIT
)	
RONALD LEON MITCHELL,)	
)	
Plaintiff,	)	CERTIFICATE OF SERVICE
vs.)	
)	
MAJOR LEWIS MITCHELL,)	
)	
Defendant.	)	C.A. No. 2023-CP-46-03404

The undersigned, counsel for the Plaintiff in the civil action above, hereby certifies that on January 6, 2024 he served copies of the following pleadings or documents in the above-captioned and numbered civil action, the original of which were sent to be filed with the Clerk of the Court for the Court named above:

Notice and Motion to Strike Pleading, pursuant to Rule 12(f), S.C.R.C.P.; and
This Certificate of Service

by serving the following lawyers admitted to practice law in this state using the lawyer’s primary e-mail address listed in the Attorney Information System, as allowed by Section (e) of the Order of the Supreme Court entitled “Re: Operation of the Trial Courts During the Coronavirus Emergency (As Amended effective February 4, 2022)”.

G. Michael Glover, II
Attorney for Defendant
King Law Offices, PC
424 Hyatt Street, Suite B
Gaffney, S.C. 29341
mglover@kinglawoffices.com

/s/ John Martin Foster
Attorney for Plaintiff
SC Bar No. 2086
Post Office Box 106
Rock Hill, SC 29731-6109
jmfoster340@gmail.com

May 8, 2023

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	C.A. NO.: 2023-CP-46-03404
)	
Ronald Leon Mitchell,)	
)	
Plaintiff,)	
)	
vs.	)	MOTION TO SET ASIDE DEFAULT
)	
Major Lewis Mitchell,)	
)	
Defendant.)	

Defendant, by and through undersigned counsel, hereby files this Motion to Set Aside Entry of Default pursuant to Rule 55(c) of the South Carolina Rules of Civil Procedure and would show unto the Court the following:

Plaintiff filed this action electronically on October 30, 2023, in the York County Court of Common Pleas. On November 6, 2023, Plaintiff filed an Affidavit of Service noting Defendant was served on November 3, 2023. On December 28, 2023, Defendant, by and through counsel, filed an Answer to Plaintiff's Complaint. On January 6, 2024, Plaintiff filed its Motion to Strike Pleading.

The untimely filing of Defendant's Answer does not stem from any act of bad faith, an attempt to cause a delay in proceedings, or neglect. Instead, the delay can be attributed to several factors. Initially, Defendant sought legal representation by consulting with multiple attorneys, including Defendant's previous attorney, but none were willing to undertake the case, thereby extending the time required for Defendant to secure legal counsel. Additionally, following Plaintiff's filing of the Complaint, Defendant actively engaged in negotiations for a settlement. While indicative of sincere efforts to amicably resolve the matter, these negotiations naturally prolonged the timeframe for filing a formal answer. Collectively, these circumstances demonstrate

that Defendant's delay in filing an answer was not deliberate but rather the result of genuine efforts to address the legal matter responsibly.

STANDARD OF REVIEW

South Carolina policy “favor[s] the disposition of issues on their merits rather than on technicalities.” *Micronics, Inc. v. S.C. Dep’t of Revenue*, 345 S.C. 506, 511, 548 S.E.2d 223, 226 (Ct. App. 2001). To that end, the Court may set aside an entry of default “for good cause.” SCRCP 55(c). Rule 55(c) should be “liberally construed to promote justice and dispose of cases on the merits.” *Melton v. Olenik*, 379 S.C. 45, 47, 664 S.E.2d 487, 492 (Ct. App. 2008). “[T]his element of discretion given to the trial judge makes it clear the party requesting a judgment by default is not entitled to one as of right, even when the defendant is technically in default.” *Ricks v. Weinrauch*, 293 S.C. 372, 374-75, 360 S.E.2d 535, 536 (Ct. App. 1987). Rule 55(c) simply requires a party seeking relief from an entry of default to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. *Id.*

Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted. *Wham v. Shearson Lehman Bros., Inc.*, 298 S.C. 462, 465, 381 S.E.2d 499, 501-02 (Ct. App. 1989). As previously discussed, the court’s consideration of these factors is to be “liberally construed” to promote justice and, more importantly, dispose of cases on the merits rather than on a technicality. *See generally Bage v. Southeastern Roofing Co. of Spartanburg, Inc.*, 373 S.C. 457, 471, 646 S.E.2d 153, 160 (Ct. App. 2007), *cert. granted* (Mar. 20, 2008. In short, “[r]elief granted at the point of entry of default is within the equitable power of the court and excuses previous failure to act promptly.” *Ricks*, 293 S.C. at 374, 360 S.E.2d at 536.

It is important to note that Defendant is not subject to the more rigorous excusable neglect standard promulgated under SCRCP Rule 60(b), as default judgment has not yet been entered. *Lolatchy v. Arthur Murry, Inc.*, 816 F.2d 951, 953 (4th Cir. 1987). In fact, South Carolina courts have taken every opportunity to reassert the basic legal premise that the standard for granting relief under Rule 60(b) is far more rigorous than under Rule 55(c), and that an entry of default may be set aside for reasons that would be insufficient to relieve a party from a default judgment. *Sundown Operating Co. v. Intedge Indus., Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009).

As the foregoing authorities makes clear, this Court has the discretion to set aside the entry of default and should use its equitable powers and interest in the administration of justice to do so.

ARGUMENT

A. Defendant can Demonstrate Good Cause for its Delayed Response.

Rule 55(a) provides that when a party fails to respond to a complaint, the clerk shall record an entry of default. However, Rule 55(c) permits a party to move to set aside the entry of default merely for “good cause.” *Sundown Operating Co. v. Intedge Indus., Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009). When analyzing “good cause,” a district court also considers the party's responsibility for the default, including whether the party took reasonably prompt action. *See Payne ex rel. Estate of Calzada v. Brake*, 439 F.3d 198, 204–05 (4th Cir. 2006). Reasonable promptness is evaluated “in light of the facts and circumstances of each occasion,” with much deference being given to the exercise of discretion by the trial judge. *United States v. Moradi*, 673 F.2d 725, 727 (4th Cir. 1982). For example, the Fourth Circuit has allowed a case to be heard on the merits even though the moving party delayed ten months before filing its motion to set aside default. *Lolatchy*, 816 F.2d at 952–54.

In the present matter, it is crucial to consider the circumstances surrounding Defendant's delay in filing an answer. Defendant diligently sought legal representation by consulting with multiple attorneys, including their previous attorney, only to encounter a lack of willingness from any to undertake the case. This exhaustive search for legal counsel unavoidably extended the time required for the Defendant to secure representation. Furthermore, subsequent to Plaintiff's filing of the Complaint, Defendant actively engaged in negotiations for a settlement, reflecting sincere efforts to amicably resolve the matter. While these negotiations contributed to the prolonged timeframe for filing a formal answer, they underscore Defendant's genuine commitment to responsibly participate in the legal matter at hand. It is evident from these collective circumstances that the Defendant's delay in filing an answer was not deliberate but rather the result of earnest attempts to navigate the complexities of legal representation and reach a resolution through settlement negotiations.

For the foregoing reasons, Defendant has demonstrated good cause for setting aside the Court's entry of default.

B. Defendant's Delay in Responding to Plaintiff's Complaint was Inadvertent and Quickly Remedied.

When analyzing the timing prong of a motion to set aside the entry of default our courts have found that the appropriate inquiry is whether the defaulting party has taken "reasonably prompt" action, and, if reasonably prompt action has taken place, then the exercise of discretion by the trial judge to set aside the entry of default should not be disturbed. *United States v. Moradi*, 673 F.2d 725, 727 (4th Cir. 1982). Although our courts have not specifically defined the timeframe for "reasonably prompt" action, in *Lolatchy v. Arthur Murry, Inc.*, the Fourth Circuit allowed a case to be heard on the merits even though the moving party delayed ten months before filing its motion to set aside default. *Lolatchy*, 816 F.2d at 952-54.

Here, Defendant was served with Plaintiff's Complaint on November 3, 2023, making Defendant's response deadline December 3, 2023. On December 28, 2023, Defendant, filed an Answer to Plaintiff's Complaint. The limited period of time between Defendant's filing of its Answer clearly indicates that reasonably prompt action was taken, and further demonstrates that Defendant worked diligently to ensure that the matter was quickly remedied.

Accordingly, this Court should set aside the entry of default.

C. Defendant has provided evidence of Meritorious Defenses

Repeatedly courts have held that "relief from a judgment of default should be granted where the defaulting party acts with reasonable diligence in seeking to set aside the default and tenders a meritorious defense." *United States v. Moradi*, 673 F.2d 725, 727 (4th Cir. 1982); *See also Central Operating Co. v. Utility Workers of America*, 491 F.2d 245, 254 (4th Cir. 1974); *Consolidated Masonry & Fireproofing, Inc. v. Wagman Construction Corp.*, 383 F.2d 249, 251 (4th Cir. 1967). In deciding whether the defense of a defaulting party is meritorious, all that is necessary is "a presentation or proffer of evidence, which, if believed, would permit either the Court or a jury to find for the defaulting party." *Cousar v. M&R Carriers 1, Inc.*, No. CV 6:16-865-HMM, 2016 WL 3087008, at 1 (D.S.C. June 2, 2016) (Citing *U.S. v. Moradi*, 673 F.2d at 727).

In the present matter, Defendant acted with reasonable diligence in seeking to set aside the default. Defendant was served with Plaintiff's Complaint on November 3, 2023, making Defendant's response deadline December 3, 2023. On December 28, 2023, Defendant, filed an Answer to Plaintiff's Complaint. Defendant's position that it acted with reasonable diligence to remedy the initial default, supports a finding by this Court that the meritorious defense standard set forth in *U.S. v. Moradi* has been satisfied. *See* 673 F.2d 725.

Accordingly, this Court should set aside the entry of default.

C. Plaintiff Will Not Be Prejudiced by Setting Aside Entry of Default

Whether a nonmoving party would be prejudiced by the setting aside of an entry of default has been scarcely addressed with any specificity in the courts of South Carolina; however in the instances where the degree of prejudice to the nonmoving party has been measured in the context of a motion to set aside entry of default, our courts tend to make such determinations on the basis of whether “further delay” would in some way prejudice the opposing party. *Wilder v. Blue Ribbon Taxicab Corp.*, 396 S.C. 139, 143, 719 S.E.2d 703, 705 (Ct. App. 2011). In analyzing this method of review, the Fourth Circuit has found that in the context of a motion to set aside an entry of default, delay in and of itself does not constitute prejudice to the opposing party. *Colleton Preparatory Acad., Inc. v. Hoover Universal, Inc.*, 616 F.3d 413, 419 (4th Cir. 2010); *See also, e.g., Indigo America, Inc. v. Big Impressions, LLC*, 597 F.3d 1, 4 (1st Cir.2010). Rather, the court’s grant of a motion to set aside entry of default judgment must prejudice the nonmoving party in a more concrete way, such as loss of evidence, increased difficulties in discovery, or greater opportunities for fraud or collusion. *See Johnson v. Dayton Electric Mfg. Co.*, 140 F.3d 781, 785 (8th Cir. 1998).

Here, this Court should set aside the entry of default because Plaintiff will not be prejudiced in any way. Notably, there has been no discovery conducted to date in this matter. Additionally, the grant of Defendant’s motion to set aside entry of default would not result in the loss of evidence or provide a greater opportunity for fraud or collusion. Further, in line with the *Colleton* court’s holding, a mere delay, without additional adverse factors, does not constitute prejudice to the Plaintiff.

Accordingly, this Court should set aside the entry of default.

CONCLUSION

For the reasons set forth above, Defendant respectfully requests that this Court set aside the Entry of Default pursuant to Rule 55(c).

Respectfully submitted,

s/G. Michael Glover II

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February 9, 2024

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STATE OF SOUTH CAROLINA.

-----x

RONALD LEON MITCHELL,
Plaintiff,

Case No.

-against-

2023-CP-46-03404

MAJOR LEWIS MITCHELL,
Defendant.

-----x

February 16, 2024

York, S.C.

B E F O R E:

HONORABLE WILLIAM MCKINNON

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

JOHN MARTIN FOSTER
Attorney for the Plaintiff

GREGORY M. GLOVER, II
Attorney for the Defendant

Aileen Butler
Official Court Reporter

1 THE COURT: Next up we have Mitchell
2 versus Mitchell.

3 This is your motion to strike, correct?

4 MR. FOSTER: You're the man in charge,
5 sir.

6 THE COURT: I hope that is. That's what
7 I have in my notes. Okay.

8 Mr. Foster, whenever you're ready.

9 Mr. Foster, the short version is that you
10 believe the Answer is untimely and should be
11 stricken.

12 MR. FOSTER: Yes, sir. Let me raise one
13 issue on procedure, which I think the Court
14 needs to go on. We filed a default. They
15 filed an Answer. I filed a motion to strike
16 the Answer.

17 THE COURT: Right.

18 MR. FOSTER: Four days ago they had filed
19 a motion to set aside the default. This is a
20 mirror image of what I'm asking the Court to
21 do. I have no problem with counsel going
22 forward with his motion to set aside the
23 default at this point, but I want to be sure
24 this Court is at ease with doing that. I
25 understand the ten day requirement would be

1 for my benefit rather than theirs.

2 THE COURT: Well, Mr. Foster, that matter
3 would not normally be heard today.

4 MR. FOSTER: Right.

5 THE COURT: But, I mean, it seems like
6 they should be heard together. So the normal
7 practice would be I would continue your motion
8 until the next term of court, hear them
9 together, but if you are okay with hearing
10 them both today and Mr. Glover as well, we can
11 do that also

12 MR. FOSTER: I am happy to hear it today.

13 THE COURT: Mr. Glover.

14 MR. GLOVER: Yes, Your Honor.

15 THE COURT: Okay. I just want to make
16 sure for the record both parties are
17 consenting to have both motions heard today?

18 MR. GLOVER: Yes, Your Honor.

19 THE COURT: Mr. Foster?

20 MR. FOSTER: Okay.

21 THE COURT: Mr. Foster, do you need
22 argument? Basically, your motion is saying
23 the answer is untimely. It should be
24 stricken, correct?

25 MR. FOSTER: Yes, sir.

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MR. GLOVER: Mr. Glover.

MR. GLOVER: Thank you, Your Honor.

So we are here today asking the Court to set aside plaintiff's entry of default and allow the defendant's answer to to be submitted.

Your Honor, as we noted in our brief, defendants for reason for delay was due to the inability to find an attorney that was willing and able to take on the case.

THE COURT: How long a delay was it? When were they served Mr. Glover?

MR. GLOVER: The defendant was served on November 3, 2023. The defendant filed the answer on December 28, 2023.

THE COURT: So they're about three weeks late, is that correct, Mr. Foster?

MR. FOSTER: Filed a default. The Answer was filed I believe --

THE COURT: December 28th is what the court's record says. Is that correct, Mr. Foster?

MR. FOSTER: The Answer was filed -- that's correct, December 28th.

THE COURT: It was about three weeks

1 late.

2 Go ahead Mr. Glover.

3 MR. GLOVER: So the defendant filed the
4 answer on December 28th of 2023 which would
5 have made the answer about three weeks late.
6 But as we noted in our brief that was due to
7 no fault of the defendant. The defendant had
8 difficulty finding an attorney that was
9 willing and able to take on the case. Once he
10 contacted our office and engaged with us then
11 we immediately filed an answer. Prior to
12 filing the answer we contacted opposing
13 counsel. Let him know our intentions were to
14 file the Answer and opposing counsel denied
15 our request to allow us to submit the Answer
16 which brought us here. But as we noted in --

17 THE COURT: Now, Mr. Glover, you were not
18 representing the defendant when the deadline
19 ran?

20 MR. GLOVER: No, Your Honor, we were not.

21 THE COURT: Okay. All right.

22 MR. FOSTER: Your Honor, I don't want to
23 interrupt opposing counsel, but if I could
24 make at least one point here.

25 THE COURT: Yes, sir.

1 MR. FOSTER: I appreciate counsel was not
2 representing the gentlemen at the time, but in
3 his brief he states -- this is for the grounds
4 as well as the delay -- furthermore,
5 subsequent to plaintiff filing the complaint,
6 the plaintiff actively engaged in negotiations
7 for settlement reflecting sincere efforts to
8 amicably resolve the matter.

9 Your Honor, that is not true. We heard
10 nothing from this fellow before we filed and
11 we filed a letter to him. We heard nothing
12 from him during the 30 days after it was done.
13 The first we heard from anybody was December
14 21st, as best as I can recollect it. Counsel
15 is misinformed on that point. I want to be
16 sure the Court knows it.

17 MR. GLOVER: Your Honor, may I respond?

18 THE COURT: You may.

19 MR. GLOVER: Thank you, Your Honor.

20 There was no intention of misleading the Court
21 when that was noted in our brief. My
22 understanding from my client was that Mr.
23 Mitchell had engaged with the plaintiff, Ron
24 Ronald Mitchell, in an attempt to resolve the
25 case. My client never noted to me that he

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engaged with opposing counsel. This was a discussion between the parties.

MR. FOSTER: I have no knowledge of that.

THE COURT: Mr. Glover, the difficulty I have is before you even get to the Wham factors, you have a satisfactory explanation for the reason for the default.

I mean, it's possible I could see if it was a LLC or a corporation that couldn't answer if they didn't have an attorney. That might be different. But he could have answered, right? He's pro se. If he's just being sued individually, even if it was just a general denial he could have answered, right?

MR. GLOVER: Yes, he possibly could have but from conversations with my client it seemed that he was a bit overwhelmed by the litigation being ongoing and he didn't feel comfortable approaching this matter on his own. That's why he sought counsel and he just had difficulty finding an attorney that could take on the case.

THE COURT: Mr. Glover, I hate to do this to people. I just don't think that's enough. Is there any case that says looking for an

1 attorney is enough? It's a pretty liberal
2 standard because it's just an entry of
3 default. It's not a default judgement yet,
4 but it still got to be something. I just
5 don't think I couldn't find a attorney is
6 going to cut it. Let me pull up Wham. I
7 haven't looked at Wham in a little while.

8 MR. GLOVER: We do have one case that we
9 noted in our brief that's coming from the 4th
10 Circuit.

11 THE COURT: Okay.

12 MR. GLOVER: Its L-o-l-a --

13 THE COURT: Give me one second. Go
14 ahead, tell the site.

15 MR. GLOVER: It's L-o-l-a-t-c-h-y. The
16 site is 816 F.2d at 952 to 954.

17 THE COURT: Okay.

18 MR GLOVER: That quote is the last
19 sentence on page three of our brief.

20 THE COURT: I don't think the explanation
21 is sufficient under the case law. Let me read
22 the case that you site to me. 816 F2nd 952.
23 I'm reading the Lolatchy versus Arthur Murray
24 case, and the reasoning of Court is, "In the
25 case at hand, the defendants are blameless.

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Any dilatory action was on the part of the attorney. Not the defendants." And again, I just think in this case, again, if your client had been a LLC or a corporation that could not appear without a attorney I it might have been a different result. But in this case he could have answered even if it was very a simple denial or something like that he could have answered. And so, I don't -- before we even get to the Wham factors, I don't think it's a satisfactory explanation.

I'm going to deny the motion for relief from default and grant the motion to strike the Answer.

MR. FOSTER: Thank you, Your Honor.

(END OF TRANSCRIPT)

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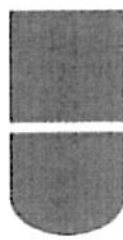
C E R T I F I C A T E

I, the undersigned Aileen Butler, Official Court Reporter for the 16TH Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings in the captioned case, in the Circuit Court for York County, South Carolina, on the 16th day of February, 2023,

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

September 19, 2025

Aileen Butler



Garber

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HEARING TRANSCRIPTION

October 31, 2024

Ronald Leon Mitchell

vs

Major Lewis Mitchell

REPORTER: Lauren Faber

SOUTH CAROLINA
COURT OF COMMON PLEAS

RONALD LEON MITCHELL	)	COUNTY OF YORK
Plaintiff,)	
versus	)	2023-CP-463404
)	
MAJOR LEWIS MITCHELL)	
Defendant.)	

TRANSCRIPT, Volume 1 of 1
Thursday, October 31, 2024
Pages 1 - 88

Master-in-Equity: Teasa K. Weaver, Presiding
Final Default Hearing

TRANSCRIBED BY:
Lauren Faber, CVR, RVR

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INDEX

MOTIONS AT THE CLOSE OF THE EVIDENCE	70
PLAINTIFF'S CLOSING	73
DEFENDANT'S CLOSING	76
COURT'S RULING	80
WITNESS:	PAGE

PLAINTIFF'S CASE IN CHIEF -----

Ronald Mitchell	
Direct Examination by Mr. Foster	7
Cross-Examination by Mr. Glover	22
Redirect Examination by Mr. Foster	33
Major Mitchell	
Direct Examination by Mr. Foster	35
Cross-Examination by Mr. Glover	43
Redirect Examination by Mr. Foster	51

EXHIBITS

PLAINTIFF'S EXHIBITS -----

NO.	DESCRIPTION	MKD	RCVD
1	Unidentified	6	6
2	Unidentified	6	6
3	Survey	8	8
4	Receipt	9	9
5	Willie's Grading Invoice	10	10
6	Wastewater Inspection	10	11
6	Planning and Development	14	14
7	Receipts	15	15
8	Closing Package	16	18

EXHIBITS

PLAINTIFF'S EXHIBITS -----

NO.	DESCRIPTION	MKD	RCVD
9	Deed	19	19
10	Agreement and Release	38	38

1 (These Court Proceedings began at
2 9:30 a.m.)

3 THE COURT: Okay. This is case number
4 2023-CP-463404. Ronald Leon Mitchell versus Major
5 Lewis Mitchell. Present on behalf of plaintiff is
6 Mr. John Martin Foster, also present is Mr. Michael
7 Glover on behalf of the defendant.

8 My understanding is that this is a final
9 hearing and it is a default hearing.

10 MR. FOSTER: Yes, ma' am.

11 THE COURT: Based upon the claims made by
12 plaintiff.

13 And Mr. Foster, you may proceed.

14 MR. FOSTER: Thank you, ma'am. With the
15 Court's permission, and I trust Mr. Glover, let me
16 hand up some documents just so the Court can orient
17 itself. We're talking about a portion of this
18 property and this.

19 Now, I presume, whether the Court wishes to
20 make this a Court's exhibit or ours, that is the
21 main property of which we're talking a part of --
22 hope that's English. And this is the plat of the
23 whole property that Mr. Major Mitchell had drawn.

24 THE COURT: Mr. Foster, since this is
25 plaintiff's case, you do tell me, would you like

1 this to be entered into evidence?

2 MR. FOSTER: Yes, ma'am. As the Court
3 wishes. They can be Court's exhibits or ours, as
4 the Court wishes.

5 I gather there's no objection, Mr. Glover?

6 (Plaintiff's Exhibits Numbers 1 and 2
7 were marked for identification.)

8 MR. GLOVER: No objection, Your Honor.

9 THE COURT: I will enter those as
10 Plaintiff's 1 and 2.

11 (Plaintiff's Exhibits Numbers 1 and 2 were
12 received into evidence.)

13 MR. FOSTER: Okay. We call Mr. Ronald
14 Mitchell, please, sir.

15 THE COURT: Mr. Mitchell, before you get
16 seated, if you could just raise your right hand for
17 me.

18 RONALD MITCHELL
19 Having been called as a witness by and for PLAINTIFF, and
20 having been duly sworn was examined and testified as follows:

21 THE COURT: You may be seated.

22 THE WITNESS: Here?

23 THE COURT: That's right. You can adjust
24 that microphone as needed.

25 MR. FOSTER: Your Honor, Mr. Ron Mitchell

1 is -- is -- if I may be allowed to say so of anyone,
2 elderly and asthmatic. And to that extent, I intend
3 to lead. If I go beyond propriety, I trust the
4 Court or Mr. Glover will call me down.

5 DIRECT EXAMINATION BY MR. FOSTER:

6 Q. Mr. Mitchell, would you -- well, would you
7 state your name, sir?

8 A. Ronald B.I. Mitchell.

9 Q. And sir, what is your relation to Major
10 Mitchell?

11 A. My brother.

12 Q. Okay, sir. And sir, did you talk to him in
13 2021 about getting a portion of the property that
14 we're talking about on -- I believe it's Leach Road?

15 A. Yes. Yes, sir.

16 Q. Did he agree to give you part of that
17 property?

18 A. Yes, sir.

19 Q. You are his brother, as you said?

20 A. Yes, sir.

21 Q. I believe your mother was Mary Mitchell?

22 A. Yes, sir.

23 Q. And she left this property to him?

24 A. Yes, sir.

25 Q. Okay. Sir, as a result of him saying that,

1 did you go out and get the property surveyed?

2 A. Yes, sir.

3 MR. FOSTER: I'm gonna hand you a document.
4 Your Honor, for the Court's record, I believe this
5 is already Exhibit A, but this is the full survey.

6 (Plaintiff's Exhibit Number 3 was
7 marked for identification.)

8 BY MR. FOSTER

9 Q. Sir, is this a survey that you had drawn?

10 A. Yes, sir.

11 MR. FOSTER: Okay. And we would move this
12 into evidence, Your Honor.

13 THE COURT: Any objection, Mr. Glover?

14 MR. GLOVER: No objection, Your Honor.

15 THE COURT: Mr. Glover, you don't have to
16 stand.

17 MR. GLOVER: Thank you, Your Honor.

18 THE COURT: This is entered as Plaintiff's
19 Exhibit 3.

20 (Plaintiff's Exhibit Number 3 was
21 received into evidence.)

22 MR. FOSTER: Yes, ma'am.

23 BY MR. FOSTER

24 Q. And, sir, did you get that survey drawn in
25 reliance upon what he told you about he was going to

1 do?

2 A. Yes, sir.

3 Q. Did you pay to get the survey drawn?

4 A. Yes, sir.

5 Q. I believe that was \$600.

6 A. \$600.

7 Q. Is this the receipt you got for getting the
8 survey done?

9 A. Yes, sir.

10 MR. FOSTER: Okay. We move that into
11 evidence.

12 (Plaintiff's Exhibit Number 4 was
13 marked for identification.)

14 THE COURT: Any objection, Mr. Glover?

15 MR. GLOVER: No objection.

16 THE COURT: Entered without objection as
17 Plaintiff's Exhibit 4.

18 (Plaintiff's Exhibit Number 4 was
19 received into evidence.)

20 BY MR. FOSTER

21 Q. And, ma'am -- and, sir, pardon me. Did you
22 get grading work done on the property?

23 A. Yes, sir.

24 Q. That was with Willie's Grading Service?

25 A. Yes, sir.

1 Q. I am showing you a copy of the bill. Is
2 this what you were billed by them, sir?

3 A. Yes, sir.

4 Q. And did you pay that?

5 A. Yes, sir.

6 MR. FOSTER: Okay. Your Honor, again.

7 (Plaintiff's Exhibit Number 5 was
8 marked for identification.)

9 THE COURT: Any objection, Mr. Glover?

10 MR. GLOVER: No objection.

11 THE COURT: Entered without objection,
12 Plaintiff's Exhibit 5.

13 (Plaintiff's Exhibit Number 5 was
14 received into evidence.)

15 BY MR. FOSTER

16 Q. And, sir, did you get an on-site wastewater
17 inspection done of the property?

18 A. Yes, sir.

19 Q. Is that this, sir?

20 A. Yes, sir.

21 MR. FOSTER: Okay. Your Honor, we'd move it
22 into evidence.

23 (Plaintiff's Exhibit Number 6 was
24 marked for identification.)

25 THE COURT: Any objection, Mr. Glover?

1 MR. GLOVER: No objection.

2 THE COURT: Plaintiff's Exhibit 6 is entered
3 into evidence.

4 (Plaintiff's Exhibit Number 6 was
5 received into evidence.)

6 BY MR. FOSTER

7 Q. And, sir, in fact, did Willie's grading
8 service write out what they were going to do there?

9 A. Yeah.

10 Q. Is that what that is?

11 A. Yes, sir.

12 MR. FOSTER: Your Honor, since I should have
13 said -- done this in order, I presume this -- this
14 should, I presume, be a part of --

15 THE COURT: Plaintiff's 6? The Willie's --
16 oh, it should be --

17 (Indiscernible crosstalk.)

18 BY MR. FOSTER

19 Q. And, sir, did you --

20 MR. FOSTER: And let me be sure, ma'am. And
21 I apologize (indiscernible) to be sure I'm not
22 duplicating. I am indeed duplicating. I apologize.

23 BY MR. FOSTER

24 Q. You identified an on-site water --
25 wastewater inspection. My apologies. This is the

1 whole document; am I correct, sir?

2 A. Correct.

3 Q. The wastewater inspection?

4 A. Yes, sir.

5 Q. Whose signature is this on the bottom?

6 A. I can't read that.

7 Q. Was it your signature, sir?

8 A. No, sir. It's not my signature. Right
9 here?

10 Q. Yes.

11 A. No, ma'am -- no, sir.

12 Q. Sir, I'm sorry.

13 A. No, sir.

14 Q. You have a very soft voice.

15 A. I said, no, sir, it's not mine.

16 Q. Is it Mr. Major Mitchell's, sir?

17 A. (Indiscernible.)

18 Q. Sir, you're going to have to speak up.

19 A. I can't -- I can't really tell whose name
20 that is. I can't.

21 Q. Okay. An honest man.

22 A. Yeah.

23 Q. Possibly not the best thing for a lawyer.

24 MR. FOSTER: Ma'am, with my apologies, I
25 suppose you have substituted this for the one page

1 which I unfortunately handed up the Court.

2 THE COURT: Well -- Mr. Foster, why don't
3 you take a look at what you just handed me? These
4 three pages and tell me what -- what you're
5 substituting --

6 MR. FOSTER: That is I believe the first --
7 first and second page of what I mistakenly handed up
8 as a one-page document.

9 THE COURT: So this goes with these other
10 three pages?

11 MR. FOSTER: It's part -- well, it's the
12 same process, yes, ma'am.

13 THE COURT: Mr. Glover, would you like to
14 see?

15 MR. GLOVER: I would. Thank you.

16 THE COURT: So again, Plaintiff's 5 is
17 entered without objection.

18 MR. FOSTER: However the Court wishes.

19 BY MR. FOSTER

20 Q. Mr. Mitchell, did you go to the Planning and
21 Development Services to get a plat approval of that
22 we showed you?

23 A. Yes, sir.

24 Q. Okay. Is this the document that was given
25 to the Planning and Development Services?

1 A. Yes, sir.

2 Q. Can you look at the second page?

3 (Indiscernible.)

4 A. That's Major Mitchell, yes, sir.

5 MR. FOSTER: Okay. With the Court's
6 permission, we'd move into evidence.

7 (Plaintiff's Exhibit Number 6 was
8 marked for identification.)

9 THE COURT: Mr. Glover, do you need to see
10 these documents, Mr. Glover?

11 MR. FOSTER: That is should be the document
12 I handed to you.

13 MR. GLOVER: No.

14 THE COURT: Plaintiff's 6, entered without
15 objection.

16 (Plaintiff's Exhibit Number 6 was
17 received into evidence.)

18 BY MR. FOSTER

19 Q. Okay. Sir, did you go to Attorney Neil
20 Phillips to get an attorney -- get a deed drawn?

21 A. Yes, sir.

22 Q. And did you pay him for that service?

23 A. Yes, sir.

24 Q. What do you understand you paid him?

25 A. I paid him 350. At first he charged me

1 \$600. Then I went back and paid him another 280.
2 It really supposed to be 270 -- 270, but I -- he
3 didn't have change.

4 MR. FOSTER: Okay. Excuse me. I am handing
5 a copy to Mr. Glover.

6 BY MR. FOSTER

7 Q. Sir, these are the receipts and a letter
8 from Mr. Phillips as about what was going to be
9 done?

10 A. Yes, sir. Yes, sir.

11 Q. Those are the receipts?

12 A. Yes, sir.

13 MR. FOSTER: Your Honor, we would move these
14 in. I have given a copy of Mr. Glover.

15 (Plaintiff's Exhibit Number 7 was
16 marked for identification.)

17 THE COURT: Any objection, Mr. Glover?

18 MR. GLOVER: No objection.

19 THE COURT: Plaintiff's 7 entered without
20 objection.

21 (Plaintiff's Exhibit Number 7 was
22 received into evidence.)

23 BY MR. FOSTER

24 Q. And sir, did you go to Guardian Fidelity to
25 get a loan --

1 A. Yes, sir.

2 Q. -- to build a house or a mobile home on the
3 property?

4 A. Yes, sir, I did.

5 Q. And sir, did they give you a -- did they
6 give you a closing package on the property?

7 A. Yeah. Yes, sir.

8 Q. Okay. Sir, can you look at this and
9 identify that this is in fact the closing package?

10 A. Yes, sir. This is it.

11 Q. Were you able to close?

12 A. No, sir. I couldn't close because I
13 couldn't get the deed.

14 Q. Okay, sir.

15 MR. FOSTER: Your Honor, we'd move this in.

16 (Plaintiff's Exhibit Number 8 was
17 marked for identification.)

18 THE COURT: Any objection, Mr. Glover?

19 MR. GLOVER: No objection.

20 THE COURT: Entered as Plaintiff's 8 without
21 objection.

22 MR. FOSTER: Your Honor, I -- if it's proper
23 at this time, I would point out that that attempted
24 closing took place, or would have taken place, in
25 December '22, and that Mr. Mitchell's bills under

1 that document would be 41988. I can find it in that
2 pile of stuff if Your Honor has it.

3 THE COURT: I'm sorry, I'm asking
4 Mr. Glover.

5 Mr. Glover, you willing to stipulate to this
6 fact?

7 MR. GLOVER: No, Your Honor. We're
8 unwilling to stipulate to that. I would need to see
9 that figure.

10 THE COURT: Okay. Mister --

11 MR. FOSTER: I have handed it to the
12 gentleman. It is a long and involved set of
13 documents.

14 THE COURT: Can you point out to the Court
15 where that amount is located?

16 MR. FOSTER: I put a -- I put a paperclip on
17 the page. Pardon me, at least I thought I did.

18 THE COURT: I see the paperclip, Mr. Foster,
19 but I don't see the 41988 referenced.

20 MR. FOSTER: If I may, Your Honor?

21 THE COURT: Yes.

22 MR. FOSTER: It is long -- I apologize. I
23 thought I put it on the right image. Thank you.

24 THE COURT: Do you see that, Mr. Glover?

25 MR. GLOVER: Is that the monthly principal

1 and interest figure?

2 MR. FOSTER: Yes.

3 MR. GLOVER: No objection, Your Honor.

4 THE COURT: Okay.

5 (Plaintiff's Exhibit Number 8 was
6 received into evidence.)

7 BY MR. FOSTER

8 Q. Mr. Mitchell, where are you living right
9 now?

10 A. I'm living on 1760 Squire Road.

11 Q. And who owns that property?

12 A. (Indiscernible) Maine.

13 Q. Okay. Sir, and who do you live with?

14 A. My wife and my two sons.

15 Q. Okay, sir. And how much of that property do
16 you rent?

17 A. I rent a room -- a room each.

18 Q. Okay, sir. And how much do you pay toward
19 that rent to your son?

20 A. \$1,500. My portion is 450.

21 Q. Well, that's the total rent, is it not, sir?
22 1,500 a month?

23 A. Yes.

24 Q. How much do you pay to your son?

25 A. 450.

1 Q. 450. And that's been since were you living
2 there in December '22?

3 A. Yes, sir.

4 Q. And you're still living there?

5 A. Yes, sir.

6 Q. Okay. Continuing on, sir, did Mr. Phillips
7 draft a deed to the property?

8 A. Yes.

9 Q. Let me show you this. Is that the deed?

10 A. Yes.

11 MR. FOSTER: Your Honor, we'd enter this.

12 (Plaintiff's Exhibit Number 9 was
13 marked for identification.)

14 THE COURT: Okay. Any objection?

15 MR. GLOVER: No.

16 THE COURT: Plaintiff's 9 entered without
17 objection.

18 (Plaintiff's Exhibit Number 9 was
19 received into evidence.)

20 BY MR. FOSTER

21 Q. Mr. Mitchell, did you believe your brother
22 when he said he would give you this property?

23 A. Yes, sir.

24 Q. Was part of that because this property was
25 regarded as family property?

1 A. Yes, sir.

2 Q. Do you have an understanding of what your
3 mother intended about this property?

4 A. Yes, sir.

5 Q. What is that?

6 MR. GLOVER: Objection.

7 THE COURT: What's your objection?

8 MR. GLOVER: Calls for speculation.

9 MR. FOSTER: Well, it calls for his
10 testimony as to what he understood his mother's
11 intention to be. And it could talk -- goes to why
12 his brother was willing to give him the property.

13 THE COURT: Overruled as to the stated
14 objection -- overruled as to the stated objection.

15 MR. FOSTER: Okay. Go ahead, sir.

16 THE WITNESS: Yes -- yes, sir. Could you
17 repeat your question, please?

18 BY MR. FOSTER

19 Q. And your brother told you he was going to
20 give you this property?

21 A. Yes, sir.

22 Q. You believed him?

23 A. Yes, sir.

24 Q. You relied on him?

25 A. Yes, sir.

1 Q. Did you have any knowledge he was telling
2 you a lie?

3 A. I did not.

4 Q. Okay. You have any reason you shouldn't
5 have believed him?

6 A. Because my mama told him specifically what
7 he's supposed to do.

8 Q. That was your understanding?

9 A. Yes, sir.

10 Q. Okay. As a result of what you told us, you
11 got the deed, you put these documents into the -- to
12 the county, you got the land worked on for the
13 sewer?

14 A. Yes.

15 Q. All of that was in reliance upon what he
16 said?

17 A. Yes, sir.

18 MR. FOSTER: Your Honor, again, with my
19 apologies, wanting to be sure I've given you
20 everything -- I'm sorry. Let me take a look and be
21 sure I'm not duplicating myself. I'm looking for a
22 planning and development. You have that. Thank
23 you.

24 BY MR. FOSTER

25 Q. So this is one room or two you live in, sir?

1 A. I live it one room.

2 Q. Okay. With your wife?

3 A. With my wife.

4 Q. Who's here today?

5 A. She's not here today. She shouldn't get
6 off.

7 MR. FOSTER: Okay. Your Honor, I -- of
8 course, Mr. Glover has the right to cross-examine
9 and challenge. I want to address the Court as to
10 damages. But as this point, I had nothing more for
11 Mr. Mitchell.

12 THE COURT: Thank you, Mr. Foster.

13 Mr. Glover.

14 MR. GLOVER: Thank you, Your Honor.

15 CROSS-EXAMINATION BY MR. GLOVER:

16 Q. So Mr. Mitchell, you said you had a contract
17 with my client; is that right?

18 A. A contract? I had an agreement.

19 Q. You had an agreement with him?

20 A. Yes.

21 Q. Was that agreement written?

22 A. No, sir.

23 Q. No. And when you and my client made this
24 agreement, were there any other people around?

25 A. Yes, sir.

1 Q. Who was that?

2 A. My brother.

3 Q. And --

4 MR. FOSTER: For the record, I believe
5 Mr. Mitchell pointed to who, sir?

6 THE WITNESS: Johnny and Robert Wayne, my
7 two brothers.

8 MR. FOSTER: Stand up and identify
9 yourselves, sir.

10 MR. JOHNNY MITCHELL: I am Johnny Mitchell.

11 MR. ROBERT MITCHELL: I'm Robert Mitchell.

12 MR. FOSTER: Thank you. Sorry.

13 BY MR. GLOVER

14 Q. And it's your testimony that both of your
15 brothers were there, or just one of them?

16 A. At different times. This happened
17 occasionally. Each situation on these papers was
18 done several times, and we was all close family, and
19 we communicated with one another about things. And
20 he was there at several times each on these
21 occasions.

22 Q. So you're saying that the agreement you had
23 with my client, it took multiple conversations for
24 you to put together the entire agreement?

25 A. Yes, sir. Putting together all these

1 different documents. So for the planning, so for
2 the survey, so for all these were different
3 portions, different times. All my times I did was
4 all communicated. If he said, okay, do this, I done
5 that. And then he was also around -- he was also
6 around to know what I was doing it what he was
7 saying for us to do. And I'd done it. I would have
8 never done none of this if I didn't have his
9 approval.

10 Q. And how many conversations would you say it
11 took for you to come up with a final agreement?

12 A. One. I mean each one each. I mean, go
13 ahead. Do what you got to do, get your house back.
14 And I move from one point to the next. Just come in
15 stages. You do one thing, then you get that
16 situated, then you go to the next thing, then go to
17 the planning problem, get there. That's what I've
18 done. Step by step protocol.

19 Q. Okay. So you're saying you had a new
20 conversation with my client at every stage during
21 the process?

22 A. Yes.

23 Q. Okay. So you had one conversation for the
24 grading work, let's say.

25 A. The grading work.

1 Q. Okay. And then you had a separate
2 conversation about the wastewater inspection?

3 A. Yes.

4 Q. Okay. How about the planning and
5 development plan?

6 A. The plan and development -- the supposed to
7 survey it?

8 Q. Right, yes.

9 A. Yes, yes.

10 Q. So you had a separate conversation regarding
11 that?

12 A. Yes. Because I couldn't get it done without
13 him.

14 Q. Okay. How about when you had the deed
15 drawn? Was that a separate conversation as well?

16 A. No, sir. He was -- that was a different
17 conversation -- a different conversation, but it was
18 the same conversation. It was at the lawyer's
19 office.

20 Q. So was every conversation that you had
21 related to this agreement, did that take place at
22 the lawyer's office?

23 A. Not all of them. Just the one with the --
24 with the deed.

25 Q. Okay. How about the loan and closing

1 documents? Was that a separate conversation as
2 well?

3 A. Well, that conversation there, when he told
4 me to go ahead and do this, I went looking -- when I
5 got my surveying done, I went right there and put
6 him for me a loan to get this house. And I had
7 been -- got approved for this money. I come to him,
8 my brother, I told him, look, I got a closing cost
9 on the house. Right? He said, I'm not signing your
10 deed. And that's what failed me to get this loan.

11 Q. Okay. And who was present for that
12 conversation?

13 A. That conversation was just between him and
14 me at his house.

15 Q. Okay. So no one was present for that
16 conversation?

17 A. No, no.

18 MR. GLOVER: Okay. Your Honor, I'd like to
19 use the Planning and Development Services document.
20 I'm not sure what exhibit number it is.

21 THE COURT: Yes.

22 MR. GLOVER: May I approach?

23 BY MR. GLOVER

24 Q. All right. Mr. Mitchell, what I'm showing
25 you is Plaintiff's Exhibit 6. It's already been

1 entered into evidence. Down here at the bottom,
2 next to the alleged signature, is there a date
3 written?

4 A. No, sir.

5 Q. I'm sorry?

6 A. No, sir. There is not a date there.

7 Q. There's no date there, okay. And again, on
8 the second page next to the alleged signature, is
9 there a date?

10 A. No, sir.

11 Q. Now, from your memory, can you tell us when
12 those documents were signed?

13 A. That was his day, he signed those -- I don't
14 know the exact date, but we was in the lawyer's
15 office when he signed those papers.

16 Q. Okay. So because we don't know the exact
17 date that those were signed in, is it possible they
18 could have been signed yesterday?

19 A. No, sir. Because those papers -- I haven't
20 had them papers since he signed them, so he couldn't
21 have signed them yesterday.

22 Q. Now, regarding the other fees that you are
23 asking the Court to award you, during that initial
24 conversation you had with my client, did he agree to
25 pay all of these other fees?

1 A. He didn't agree to --

2 MR. FOSTER: Well, I'm going to object to
3 that because I believe that's asking my client to
4 make a legal determination about what fees are due
5 and when, at least as the question is asked.

6 THE COURT: Overruled.

7 You may proceed.

8 MR. FOSTER: Thank you, Your Honor, ma'am.

9 BY MR. GLOVER

10 Q. When you had the initial conversation with
11 my client, that was the beginnings of the agreement,
12 did my client agree to pay your attorney's fees, the
13 grading work, any of the other things that you're
14 asking the Court for?

15 MR. FOSTER: Same objection. I don't
16 believe -- I know I'm interrupting the gentleman. I
17 don't believe that's alleged, and I don't believe --
18 and I understand the question to simply say, how
19 does what happened fit into our claims? He's not
20 competent to answer that question.

21 THE COURT: I think he's competent to answer
22 whether or not his brother verbally agreed whether
23 or not he would pay these fees. I think that's
24 simply the question, and then it's overruled.

25 THE WITNESS: I mean, the question is asking

1 me do I think that he --

2 THE COURT: Well, hold on, Mr. Mitchell.
3 I'm gonna let Mr. Glover ask the question again, and
4 you just answer it to the best of your knowledge.

5 THE WITNESS: Okay.

6 MR. GLOVER: Thank you.

7 BY MR. GLOVER

8 Q. Mr. Mitchell, at the initial conversation
9 you had with my client that, did my client agree to
10 pay your attorney's fees?

11 MR. FOSTER: For the record, same objection.

12 THE COURT: Overruled.

13 THE WITNESS: The question is, you're asking
14 me, did he agree to pay my attorney fees?

15 MR. GLOVER: Yes.

16 THE WITNESS: Well, at the time of this, of
17 these papers, I didn't pay --

18 MR. GLOVER: Your Honor, I'm going to object
19 as nonresponsive.

20 THE WITNESS: I'm -- I'm not -- I'm not -- I
21 mean, how would he agreed to paying something that
22 he said that I supposed to pay? Yeah, I supposed to
23 pay my own so far as my -- you know, my pay for my
24 work that I'm having done. Is that what you're
25 asking me?

1 THE COURT: He's just asking you, did our
2 brother at the time of --

3 THE WITNESS: I haven't talked to my brother
4 since -- since -- this thing started. So how would
5 that come across for me to talk to him about paying
6 my lawyer fees?

7 THE COURT: So he didn't tell you he would
8 pay attorney's fees at that time?

9 THE WITNESS: I hadn't talked to him.

10 THE COURT: Okay.

11 THE WITNESS: I hadn't talked to him.

12 THE COURT: I think that answers the
13 question.

14 MR. GLOVER: Okay, thank you.

15 BY MR. GLOVER

16 Q. So because you didn't talk to him, then that
17 means he did not agree to pay for your grading work?

18 MR. FOSTER: Same objection.

19 THE COURT: Overruled.

20 THE WITNESS: Say it again. He did not?

21 BY MR. GLOVER

22 Q. Because you haven't spoken to my client,
23 that means that he did not agree to pay for your
24 grading work; correct?

25 A. My grading work for the land?

1 Q. Correct.

2 A. No. He grading thing, he wasn't supposed
3 to. That was my portion of doing that because he
4 knew I was getting this done.

5 Q. Okay. So no, he did not agree to pay for
6 your grading?

7 A. No, no.

8 MR. FOSTER: I don't mean to be one of those
9 lawyers that gets up every time, but we are not
10 claiming the grading work is damage. It was -- it
11 was -- that was put in to show our reliance upon the
12 promise.

13 THE WITNESS: Yes.

14 MR. FOSTER: We are not claiming that as
15 damage. The grading work would presumably be still
16 be good and still be something if the Court allows
17 us to have the property.

18 THE COURT: So let me make sure, Mr. Foster,
19 because the complaint asked for specific performance
20 or damages. And so --

21 MR. FOSTER: I merely meant to say --

22 THE COURT: You can remain seated,
23 Mr. Foster, if you'd like.

24 MR. FOSTER: Excuse me?

25 THE COURT: You can remain seated if you'd

1 like. You don't have to keep jumping up.

2 MR. FOSTER: The point is, my client
3 allegedly, and I believe he said that, got the
4 grading work done in reliance upon the promise. We
5 are not claiming the amount of the grading work as a
6 damage. Should this Court award us the property,
7 that grading work is still presumably done. It's
8 not a damage. It's just there. That was put in to
9 show, yes, we did all this in reliance. That was
10 the point. So just to be help where we're at.

11 THE COURT: You may proceed, Mr. Glover.

12 MR. GLOVER: Thank you Your Honor.

13 THE COURT: Let me just -- Mr. Foster, okay.
14 You remain -- you can remain seated. As part of
15 Plaintiff's complaint, it says for an award of
16 Plaintiff's actual damages sustained by reason of
17 defendant's negligent misrepresentations as
18 referenced herein. So that charge would not be a
19 part of actual damages. If I were not to --

20 MR. FOSTER: Ma'am, my understanding of
21 actual damages would be, at this point, in my
22 opinion, the cost of bringing this action and my
23 client's damages for what he's paid for rent as
24 against what he would have been paying to have the
25 house.

1 But let me be clear again. I put in the
2 stuff about the deed, about the -- pardon, the plat,
3 the cost to get the work done on the property to
4 prove reliance. I don't think we have the right to
5 claim that as damage. Should the Court award us the
6 money, should the Court award us the property, those
7 amounts would have been spent in any event. If that
8 answers.

9 THE COURT: You may proceed, Mr. Glover.

10 MR. GLOVER: Thank you.

11 BY MR. GLOVER

12 Q. Okay. So again, going back to that original
13 conversation, did my client agree to pay for your
14 closing, your loan and closing documents?

15 A. No. No, sir.

16 Q. Okay. And did my client agree to pay your
17 rent in the event you were unable to close on the
18 property?

19 MR. FOSTER: For the sake of -- for the
20 record, I'll put in the same objection.

21 THE COURT: Overruled.

22 THE WITNESS: No.

23 MR. GLOVER: No further questions, Your
24 Honor.

25 THE COURT: Any redirect, Mr. Foster?

1 MR. FOSTER: Sir, I don't believe I have any
2 further questions. Well, I'll be sure.

3 REDIRECT EXAMINATION BY MR. FOSTER:

4 Q. Sir, you got a plat for this property?

5 A. Yes, sir.

6 Q. You paid for the plat?

7 A. Yes, sir.

8 Q. You paid Mr. Phillips to draw up a deed?

9 A. Yes, sir.

10 Q. You dealt with the county for a plat
11 approval?

12 A. Yes, sir.

13 Q. You dealt with the county for an approval of
14 the wastewater?

15 A. Yes, sir.

16 Q. And, sir, were all those actions taken in
17 reliance upon what your brother told you he would
18 do?

19 A. Yes, sir.

20 MR. FOSTER: Okay. That's all I had, Your
21 Honor.

22 THE COURT: All right. Any recross based
23 upon those questions?

24 MR. GLOVER: No, Your Honor.

25 THE COURT: All right. Thank you,

1 Mr. Mitchell. You can return to the table.

2 MR. FOSTER: We would call Mr. Major
3 Mitchell.

4 THE COURT: Mr. Mitchell, if you could just
5 raise your right hand before you get seated.

6 MAJOR MITCHELL
7 Having been called as a witness by and for PLAINTIFF, and
8 having been duly sworn was examined and testified as follows:

9 THE COURT: You may be seated.

10 THE WITNESS: Thank you.

11 DIRECT EXAMINATION BY MR. FOSTER:

12 Q. Would you state your name, sir?

13 A. My name is Major Lewis Mitchell.

14 Q. And sir, what is your relation to Mr. Ron
15 Mitchell?

16 A. I'm his brother.

17 Q. And the two gentlemen who stood up, are they
18 your brothers also?

19 A. Yes.

20 Q. Okay. Sir, showing you the property --

21 MR. FOSTER: If Counsel wishes, I can get
22 the -- get the actual plat, the one put in evidence.
23 This is the plat that we handed up to the Court.

24 BY MR. FOSTER

25 Q. Sir, this is the 18 -- pardon, my mistake --

1 8.10 acres property, a portion of which we're
2 talking about that was platted for you back in 2007;
3 is that correct?

4 A. Uh-huh. That's it.

5 Q. That is correct.

6 MR. FOSTER: And, ma'am, if the Court wishes
7 me to hand in the actual exhibit, I'll do that.

8 BY MR. FOSTER

9 Q. Sir, that was in 2007. Now in 2008, sir, I
10 understand from the documents in the court of -- in
11 the court of -- in the Register of Deeds, as we now
12 call it, that you signed a real estate right of
13 first refusal to Mr. Ralph E. Edwards, Jr. Do you
14 recall that?

15 A. It was in -- it was in a contract that I
16 signed, yes.

17 Q. Okay. Is this what you signed, sir?

18 A. I don't remember. Because I signed a
19 contract, but it was amended and it was changed
20 to -- and that's supposed to be the one that's in
21 the courthouse. That's supposed to be the one in
22 the courthouse, the amended -- the amended right of
23 birth refusal. It's not --

24 Q. And the amended one was not in the
25 courthouse?

1 A. It's not in the courthouse, but it is on the
2 contract.

3 Q. Do you have a copy of that, sir?

4 A. Yes, sir. I think my lawyer has a copy.

5 Q. Okay. So I've been handed a document
6 entitled, Agreement and Release. This is dated
7 November 30, 2007. And the document that I have
8 handed you, for the record, is dated January 25,
9 2008. So this would be before this document, sir.
10 I don't believe it could be an amendment of the
11 document I've handed you.

12 A. No. There's an amendment on it. If you let
13 me hold the document, I'll show you.

14 Q. Well, sir, let me go ahead and ask my
15 question.

16 A. Okay.

17 Q. This document purports to give Mr. Ralph
18 Edwards the right to first purchase of any of the
19 prop -- well, the property, which is the whole
20 8.1 acres. And this is going to proceed until he
21 either refuses or dies; is that correct?

22 A. That's correct.

23 Q. Okay. Sir, I believe -- let me show you
24 this to be sure we're doing this properly. So this
25 is your signature on this page?

1 A. Yes, it is.

2 MR. FOSTER: Okay. So to that extent and to
3 the extent that it adds this case, we move this in.

4 (Plaintiff's Exhibit Number 10 was
5 marked for identification.)

6 THE COURT: Any objection?

7 MR. FOSTER: Sorry. Did I show this to
8 Mr. Glover?

9 MR. GLOVER: No objection.

10 THE COURT: Plaintiff's 10 entered without
11 objection, sir.

12 (Plaintiff's Exhibit Number 10 was
13 received into evidence.)

14 BY MR. FOSTER

15 Q. Now, sir, that was in 2008. And if the
16 Court will allow me, it is dated on its face
17 January 28, 2008. Now, sir, after that document was
18 signed, you deeded some property to Johnny Mitchell;
19 is that correct?

20 A. That's correct.

21 Q. Did Mr. Edwards agree to that or was he
22 informed of it?

23 A. He was informed of it. It had to be cleared
24 through him before it could be done.

25 Q. Do you have that document, sir?

1 A. Yes. I got my brother right there. He can
2 explain --

3 Q. No, sir. That's not what I'm asking.

4 A. Okay.

5 Q. The document, as I read it, requires you to
6 give written notice to Mr. Edwards and him to refuse
7 in some way. Is there such a document, sir?

8 A. I don't know. My brother's lawyer, real
9 estate lawyer, set all that up and all I had to do
10 was go and sign.

11 Q. Well, sir, even without my client being
12 involved, it's no longer 8.1 acres, is it, because
13 you've given property to Mr. Johnny Mitchell?

14 A. Yeah. I said that in the event that we
15 would give one acre per individual, and there was
16 not 1.2, one. And that was what I said I would do
17 when all this was cleared up about the property. I
18 never promised my brother anything other than that
19 he could put a house out there. Regardless of what
20 he said, that was wrong. I told him he could put
21 his house out there. I had no objection to that.
22 But I never agreed to sign a deed.

23 Q. I see.

24 A. I told him I would not sign a deed until all
25 this was clear. He was told that countless times,

1 and all of them can attest to it.

2 Q. Well, I point out to you, sir, that those
3 allegations are already admitted for the purpose of
4 this action. Point simply being you can't give
5 Mr. Edwards 8.1 acres anymore because you don't own
6 8.1 acres anymore.

7 A. When that deed was signed, I did.

8 Q. Yes, sir. That's my point is, it's no
9 longer the case.

10 A. Right.

11 Q. Sir, you got this property from me --

12 A. No, no, no. I don't understand what you --
13 I just caught on what you said. No, I do not own
14 8.1 acres. But according to him, he had the right
15 of first refusal on the property to which I own.

16 Q. Yes, sir. Well, that's not what the -- I
17 suggest to you, sir, that's not what the document
18 says.

19 A. Well --

20 Q. Sir, let me ask a question. You got this
21 property from your mother, Mary Mitchell?

22 A. Yes.

23 Q. How many brothers and sisters do you have,
24 sir?

25 A. I have -- it was six of us and two kids that

1 she raised, which I consider to be like brothers and
2 sisters, so it was eight of us.

3 Q. So how many does that make in all?

4 A. Eight.

5 Q. Okay, sir. Sir, did you make any promise to
6 your mother to see after these people from the
7 property that you --

8 A. No. I never promised to see --

9 Q. I need to finish my question, sir, before
10 you answer it. Did you make any promise to your
11 mother to see after these children, your brothers
12 and sisters, out of this property?

13 A. No. I can answer that with --

14 Q. Okay. You just happened to give Johnny
15 Mitchell one acre?

16 A. I did.

17 Q. And you never told my client he could go out
18 and get property?

19 A. I told him exactly that because the land was
20 in dispute, that there was a lot of problems with
21 how I got the land --

22 Q. Let me -- go ahead, sir.

23 A. And this was what he was told repeatedly,
24 even in the lawyer's office.

25 Q. Sir, what was in dispute? I don't

1 understand.

2 A. The land. Because -- because the deed that
3 gave me my mama's share was not properly filled out,
4 that has got my uncle's name on it instead of my
5 granddad's and grandmama. There's a lot of things
6 that's going on with this property --

7 Q. Yes, sir.

8 A. -- that need to be just be cleared up.

9 Q. Sir, is it not the case that all that you're
10 talking about refers back to lawsuits in 2007 and
11 2008 that were settled?

12 A. No. It wasn't settled.

13 Q. Well, sir, you got deeds.

14 A. The contract with which we are talking about
15 right now is in dispute. I'm still trying to get
16 that, sir.

17 Q. Yes, sir, I'm sure it is. Sir, can you tell
18 me why you signed the document to York County for
19 the Planning and Development Services to have an
20 individual plat approval request for this property
21 that my client's claiming?

22 A. Yes, I can. That -- if you notice there's
23 no date on it. The reason there's no date on it is
24 because the lawyer said that he would use it once he
25 figured out what --

1 MR. FOSTER: I'm going to object to any --
2 what anybody said, sir.

3 THE WITNESS: Well --

4 BY MR. FOSTER

5 Q. Sir, you've answered. No offense. Okay.
6 Sir, so you haven't given him the property and you
7 haven't put in a defense in this case.

8 A. No.

9 MR. FOSTER: Sir, I have no further
10 questions.

11 THE COURT: Mr. Glover.

12 CROSS-EXAMINATION BY MR. GLOVER:

13 Q. Mr. Mitchell, what was your understanding of
14 the agreement that you had with your brother?

15 A. The agreement was that he could -- that he
16 could put a house --

17 THE COURT: Hold on, Mr. Mitchell. We have
18 an objection.

19 MR. FOSTER: I may have opened the door for
20 this, but Mr. Major Mitchell has agreed to the
21 well-played points in our complaint. If I've opened
22 the door for him to tell a different story now, the
23 Court has to allow this. I suggest that him, if I
24 may be allowed, blathering on about this thing at
25 this point is not of germane and should be excluded.

1 MR. GLOVER: Your Honor, I object to the
2 characteristic -- the characterization of blathering
3 on. But I think that counsel has opened the door to
4 this. I think that my client's understanding of the
5 agreement is material to how the parties acted and
6 the reliance that plaintiff is putting placing on
7 that agreement.

8 THE COURT: Agreed. Overruled.

9 MR. GLOVER: Thank you, Your Honor.

10 BY MR. GLOVER

11 Q. Mr. Mitchell, what was your understanding of
12 the agreement that you had with your brother?

13 A. That he could put his mobile home on the
14 property, and I would give him whatever I could
15 to -- to help him. But I would not sign a deed
16 because I was not sure that the property was mine.
17 That has never changed since the beginning of this.
18 Even with my older brother when I gave him here, had
19 it not been for my mama signing and agreeing to
20 this, I wouldn't have signed for him either. I told
21 him that. And I never changed from that because I
22 don't think that the property has been properly
23 given to me just to put it in --

24 Q. Okay. Now, just to clarify, when you say
25 you were unwilling to sign over the property, you

1 mean you were unwilling to sign a deed --

2 A. Sign a deed.

3 Q. -- that would provide him with ownership of
4 the property?

5 A. To sign a deed, yes. Because I thought once
6 I signed the deed, I would have agreed to what had
7 happened after the way the property was given to me.
8 And I -- and I don't think it's right.

9 Q. And as far as your brother living on the
10 property, you were fine with him living there,
11 staying there, but you were not going to give him
12 ownership of the property?

13 A. Until he -- until we had to settle the
14 lawsuit that -- that the other lawyer was supposed
15 to been taken care of -- taken care of until we had
16 settled that.

17 Q. Sorry. You mentioned a lawsuit. Can you
18 tell me a little bit more about that?

19 A. I -- we -- we all went together to hire the
20 lawyer to which -- which we had the meeting with to
21 try to get them to clarify how we -- because they
22 had snatched our homes off the property. They took
23 all our owns off the property, including his. And
24 that's why we was -- we in this predicament. And
25 that was what we had the lawyer working on. Well,

1 Ronnie went and got him to do that paperwork that
2 was signed by Mr. Phillips. That paperwork, I
3 thought I was going up there to discuss the deal
4 with the lawsuit that we were supposed to be -- he
5 was supposed to be working on for us, and this is
6 what he presented me with. Well, what I told him
7 when we discussed that was that, I said, look --

8 MR. FOSTER: Objection to hearsay again.

9 THE COURT: Sustained.

10 THE WITNESS: When I signed that paperwork
11 that you presented -- and the reason there's no date
12 on it is because I told him, until you let me know
13 what's going to happen with this lawsuit, is it
14 going to interfere with it, I don't want this paper
15 used. That's why there's no date on it. And he's
16 supposed to be knowing, but he said, well, sign this
17 and there won't be a -- you know, I won't use it
18 until this is -- until I let you know. And -- and
19 he never let me know. Basically, nothing ever
20 happened. But I'm still on the -- I think we're
21 still on the litigation with that problem, because I
22 don't think it's settled.

23 BY MR. GLOVER

24 Q. All right. So you gave that document to
25 your attorney, your previous attorney?

1 A. Previous attorney puts all three of us had
2 hired. That basically all three of us had notified
3 to see if he could do anything about making sure
4 that there was no legal implication, because, like I
5 said, there's a right of first refusal out there.
6 He knew about this. The lawyer knew about this. My
7 brothers knew about this. And I couldn't just sign
8 over property. I knew that. They all knew it.

9 Q. Now, Counsel asked you about promises that
10 were made to your mother. Do you remember that?

11 A. Uh-huh.

12 Q. What promises did you make, if any?

13 A. Basically, what she said was, Major, I put
14 the property in your name. Well, at the time, my
15 brother was sitting out there in the house on the
16 property. My -- there was three homes on the
17 property. My mama and my brother and my niece.
18 Well, at the time when she gave me the property,
19 there was no stipulation that I had to do anything
20 with it.

21 Now, later on, she told me, she said, Major,
22 don't nobody help you keep this property. You can
23 sell it. I just wanted to -- that's just one of the
24 things that were never put on the record. But that
25 was told by her.

1 THE COURT: Hold on, Mr. Mitchell.

2 What's your objection?

3 MR. FOSTER: I'm just -- to the extent I'm
4 hearing, I grant that I may have opened the door,
5 the Court can say that, but we're hearing him say
6 what his mother said.

7 THE WITNESS: Well --

8 THE COURT: Hold on, Mr. Mitchell. I agree.
9 You asked him the question earlier about what his
10 mother told him. So I'll let Mr. Mitchell respond
11 with what he heard.

12 THE WITNESS: Yeah. And like I said, my
13 mother did -- she did -- it was my understanding
14 that when I got the property, that we were going to
15 basically move all the mobile homes onto this
16 property. I did not have a problem with that. Each
17 brother would have had to move his own house, and I
18 would move the house that I had got from my mom.
19 That was the -- that -- that was part of it. But I
20 kept telling my brothers, y'all should be
21 grandfathered in. Let's go fight for that. And
22 that was what we were supposed to have been doing.
23 When they come and pulled all the houses off the
24 property, I kept telling him, Ronnie, and I told
25 Frank, I said, look, we need to fight this. Let us

1 see what we can do before we make rash decisions.
2 I'm not going to agree to this because I don't think
3 it's right. I'm not going to sign no paperwork
4 because I don't agree with what was done. I told
5 them that from the beginning.

6 Even when they gave me the property, my
7 uncle's name was on it and not my granddaddy's and
8 grandmama. That's not right. So that's what I was
9 doing. That's what I thought that the lawyer we had
10 was doing. He tried to get me to sign it over, and
11 I kept telling him, there's a right of first
12 refusal. That's what's sitting in the courthouse.
13 That document right there said that if I sign
14 something to sell that property, guess what happens
15 to me? That's what I read.

16 Now he said it's different because I no
17 longer own 8.1 acres. Never looked at it that way.
18 But I know that I had an agreement that should have
19 ended it in 10 years, and that was never put in the
20 courthouse, and it was never amended, even after my
21 brother bought his, because that right of first --
22 first refusal is on his -- is on his deed that I
23 supposedly signed.

24 But if you would have talked to him and he
25 told me something recently that I didn't know, my

1 mama had to sign for him to get his. That's why I'm
2 kind of confused about whether or not I truly own
3 the property. And that's where that come in at.
4 But there's a lot of things going on. It ain't just
5 that I wouldn't sign. I don't have a problem with
6 giving my brother the property. I have a problem
7 with accepting what was done. And I don't think
8 it's right because it shouldn't have been.

9 BY MR. GLOVER

10 Q. Now, when you agreed to allow your brother
11 to stay on the property, were you going to be
12 charging him any rent?

13 A. No.

14 Q. Were you going to be charging him any other
15 expenses to stay there?

16 A. No.

17 Q. Why?

18 A. Because it was family land, and that was
19 what we all -- I always considered it to be. My
20 granddaddy's wishes was to family stay on the
21 property. My mama's wishes was that family stay on
22 the property. And because I don't stay on the
23 property, I was glad to see my brother even
24 attempting to stay on the property. But like I
25 said, it had to be right. Like I said, by my

1 understanding, we truly didn't own the right to do
2 nothing with it because of that right of first
3 agreement and because the paperwork in my mind still
4 ain't right.

5 Q. Now, let me ask you a little bit more about
6 the right of first refusal. Was it your
7 understanding that that right of first refusal would
8 prevent you from transferring ownership to another
9 person?

10 A. Yes.

11 Q. And did you think that by allowing your
12 brother to stay on the property, you can have him
13 live there without triggering the right of first
14 refusal?

15 A. True.

16 MR. GLOVER: Nothing further, Your Honor.

17 THE COURT: Any redirect?

18 MR. FOSTER: Thank you.

19 REDIRECT EXAMINATION BY MR. FOSTER:

20 Q. Mr. Mitchell, you dealt with Mr. Phillips --

21 A. Uh-huh.

22 Q. Let me finish. You dealt with Mr. Phillips
23 on the situation, did you not?

24 A. He was supposed to been representing us on
25 the situation, yeah.

1 Q. What is the name of the lawsuit that you're
2 referring to, sir?

3 A. He never done it. He basically kept saying
4 he was gonna do something, but he never done it.

5 Q. Do you have any documents that show that
6 this was --

7 A. I got documents to show that's what we were
8 talking about. Yes, I do.

9 Q. Sir, I need an answer.

10 A. Yes.

11 Q. Did you have any documents showing that he
12 was going to take care of some lawsuit that we don't
13 know about?

14 A. He was supposed to have been looking --

15 Q. Sir, my question, and I'm not trying to
16 be --

17 A. -- people looking at me.

18 Q. I'm not questioning what you think or what
19 you're telling us today --

20 A. I --

21 Q. Sir, let me finish. I'm not asking what you
22 think or what you think you understand. I'm asking,
23 do you have any documents to or from Mr. Phillips in
24 which he says, I'm going to handle a lawsuit?

25 A. Not saying those specific words, no.

1 Q. Well, how about any specific words --

2 A. I do have -- I do have documents.

3 Q. Where are they?

4 THE WITNESS: Do you have a paperwork over
5 there where we -- where I met with Mr. Phillips
6 about the -- when me and Ronald met and I met with
7 Mr. Phillips? I think -- I'm hoping I sent you that
8 document. I didn't bring it with me. Where I asked
9 him, I won't sign any papers until you tell me
10 whether or not we got a lawsuit or will this affect
11 the lawsuit? I should have sent you a document of
12 that nature to basically show what was going on. I
13 should have sent you a document of that nature.

14 You don't have it? I got it on my phone,
15 but that would take me some time to go get it and
16 find it.

17 MR. FOSTER: I would be happy to have the
18 gentleman show us on his phone.

19 THE WITNESS: You want to see it? I can go
20 get it.

21 THE COURT: Would you like him to get it?

22 MR. FOSTER: Yes. If the gentleman asserts
23 that there is a document on his phone, I will be
24 happy to see it.

25 THE COURT: Where's your phone,

1 Mr. Mitchell?

2 THE WITNESS: It's out in my daughter's car.

3 THE COURT: Out in your daughter's car,
4 okay. We're going to take a short recess while he
5 goes and retrieve your phone.

6 THE WITNESS: Thank you.

7 (A recess was held.)

8 THE COURT: We are back on the record.
9 We're ready to proceed, Mr. Foster?

10 MR. FOSTER: Yes, ma' am.

11 BY MR. FOSTER

12 Q. Mr. Mitchell, you found the phone we're
13 talking about?

14 A. Uh-huh.

15 Q. You found the -- the emails you're talking
16 about; is that correct?

17 THE COURT: Oh, Mr. Mitchell, if you could
18 say yes or no because you're being recorded and so
19 it might not pick up an uh-huh.

20 THE WITNESS: Okay, sorry. Thank you.

21 BY MR. FOSTER

22 Q. May I have the phone?

23 A. Yes, yes. Not it -- it doesn't move. So I
24 need to see if I can get it back. I think this is
25 it.

1 Q. Okay. Show it to me, sir.

2 A. Yeah, yeah, it's on there. That's it.

3 MR. FOSTER: For the record, sir, you're
4 gonna have to call it back up.

5 THE WITNESS: Not to be the greatest thing.
6 Come on, please. Please. I'm not that good with
7 the thing either. Okay, yes. That's it. That's
8 it. Okay. Be careful not to touch them buttons
9 because they very delicate. It's old phone.

10 MR. FOSTER: Your Honor, for the record, is
11 Ms. Krasig (phonetic) or her firm capable of running
12 this off and making it paper? Otherwise, I
13 understand I have to ask you to keep the phone,
14 which is not too nice.

15 THE COURT: We can try to make a copy of it.
16 Yeah, we can try to.

17 MR. FOSTER: I don't mean she has to do it
18 now, but that's up -- when you want to do it.
19 You're the one in charge.

20 THE COURT: Well, I would say let's -- let's
21 try to do it while it's up because otherwise we're
22 going to have to keep -- is it just that one?

23 MR. FOSTER: There are two emails, one
24 about -- one on top of the other.

25 THE COURT: This one and this one. That

1 whole -- that one page?

2 MR. FOSTER: Sure. Yes, ma'am. One from
3 Mr. Phillips, July 10th, and a response from
4 Mr. Mitchell. This is Mr. Mitchell on July 12th.
5 As far as I'm concerned, y'all can run the whole
6 conversation.

7 I'm not certain, but I think it has to be
8 sent to her computer and then run off.

9 THE COURT: Open it.

10 MR. FOSTER: I'm opening the
11 (indiscernible).

12 THE COURT: Right. He's going to have to
13 open it again.

14 MR. FOSTER: Okay. If you'd open that, sir.

15 THE COURT: Once you get it up --

16 THE WITNESS: Okay, pop right up.

17 THE COURT: If you could hand it to me.
18 This -- I think this is what we're going to do. And
19 mister -- the parties will stipulate. Here's what
20 Mr. Foster's handed to me off Mr. Mitchell's phone.
21 It would be an email from Attorney Neil Phillips to
22 Mr. Mitchell, Major Mitchell, subject, Regarding our
23 recent meeting. And this is July 10, 2023, at
24 11:25 a.m. Good morning, regarding proposed
25 agreement one acre of land, Ronald Mitchell. We

1 would like to proceed with the proposed agreement.
2 If you agree with the content, please sign and
3 return the proposed agreement. If you no longer
4 have access to the document, another one will be
5 provided to you. If you are in disagreement with
6 the proposed agreement, please contact the firm as
7 to your decision. We encourage you to respond as
8 ample time has been provided. If I do not hear from
9 you today, with all due respect, I will contact
10 Ronald Mitchell to inform him of the next steps.
11 Thank you in advance for your attention to this
12 matter. Regards, Neil T. Phillips.

13 There is a response from Mr. Mitchell to
14 Neil Phillips. This would be on July 12, 2023, at
15 10:40, Regarding our recent meeting. Do we have a
16 case on my mom's house? And will this have an
17 effect on that case?

18 Is that the extent?

19 BY MR. FOSTER

20 Q. Sir, Mr. Phillips is not here today, is he?

21 A. No.

22 Q. Did y'all subpoena him to be here?

23 A. No.

24 Q. Did you ask him to be here?

25 A. No.

1 Q. Okay. Sir, his -- his email to you on the
2 10th said a proposed agreement that he'll sign with
3 content. This was the deed, was it not, sir?

4 A. No.

5 Q. What was it?

6 A. It was an agreement that he made up.

7 Q. Where is it?

8 A. I got a copy at the house. I don't have one
9 with me, no. I had -- no, I didn't --

10 Q. Sir, your testimony is that there's an
11 agreement which you're not fulfilling.

12 A. No, you have no agreement --

13 Q. Sir, let me finish. Your testimony is
14 there's an agreement with your house that's relevant
15 to this case. You're here with your lawyer and you
16 don't have it; is that correct?

17 A. There's no agreement.

18 Q. There was a document he sent you; is that
19 correct?

20 A. But that was not an agreement for me to
21 sign --

22 Q. Sir --

23 A. -- for him to get a house says.

24 Q. Sir --

25 MR. GLOVER: Objection, Your Honor. Asked

1 and answered.

2 MR. FOSTER: I don't believe it's answered.

3 THE COURT: Overruled.

4 BY MR. FOSTER

5 Q. Did he or did he not send you an agreement?

6 A. He sent me an agreement, but not --

7 Q. Where is it?

8 A. Well, the agreement that I got is -- at
9 least the copy that I got is at my house.

10 Q. And where is that, sir?

11 A. At home.

12 Q. Which you didn't bring here today?

13 A. No.

14 Q. Did you give it to your lawyer?

15 A. No. I didn't think I'd be testifying today.

16 Q. Yes, sir. And your response is, do we have
17 a case on my mom's house and will that have an
18 effect on that case?

19 A. Right.

20 Q. Did he respond to that?

21 A. No.

22 Q. Did Mr. Phillips respond to that?

23 A. No. You did. That neck one that I got was
24 from you.

25 Q. So he never responded to that?

1 A. No.

2 Q. Would it not be the case, sir, this language
3 indicates an intent on your part and his -- Mr. Ron
4 Mitchell's partner, to do the deed?

5 A. No.

6 Q. What do you think it's referring to?

7 A. It referring to what I told him. I would
8 not sign anything.

9 Q. No, sir. He talks about an agreement. You
10 say there was another agreement, which we don't
11 have, but you don't have it here today.

12 A. And that's right. And I didn't sign it.
13 And I said --

14 Q. Sir --

15 A. I wasn't gonna sign it --

16 Q. Sir --

17 A. Because I told him exactly what's on there.

18 Q. Sir, you told me, or you're telling us
19 today, there was another document, not the deed
20 document -- no, no, no, let me finish. Not the deed
21 document, but another document which you don't have
22 here today, and Mr. Phillips is not here today. And
23 that document would show, I take it, you're telling
24 us what you just testified to, that you didn't
25 intend to do a deed.

1 A. I didn't say I didn't intend. I couldn't do
2 a deed.

3 Q. Sir --

4 A. -- for my --

5 THE COURT: Mr. Foster, well, I think he's
6 asked and answered about this agreement. He doesn't
7 have it. He said it was not the deed. It's not
8 before the Court.

9 BY MR. FOSTER

10 Q. Then what did the agreement say?

11 A. I don't remember. I don't know.

12 Q. And you don't have it here today?

13 A. No.

14 Q. Even though that's what we're suing about?

15 A. He was asking about it -- about an
16 agreement. I didn't see it as an agreement to sign
17 for him, for my brother to keep --

18 Q. What did he send you?

19 A. I don't know. I didn't read it. To be
20 honest with you, I was not going to sign it because
21 I didn't agree to sign a deed.

22 Q. Okay. So I'm going to show you what you did
23 sign to Planning and Development Services. So this
24 is Plaintiff's Exhibit 6. This has been identified
25 as what was put into Planning and Development

1 Services.

2 A. Uh-huh.

3 Q. This is your signature on both pages, is it
4 not?

5 A. This is my signature and I do remember
6 signing it.

7 Q. Okay, sir. And it says on the first page,
8 Upon completed review and approval, five plats with
9 surveyor's raised seal and then underneath two, copy
10 of the draft deed. Did you object to that, sir, or
11 put in here that that wasn't going to be done?

12 A. He was not supposed to use that until -- had
13 the discussion before I signed this. That's why
14 it's not dated. So that -- so that showed the
15 discussion was that he would not use this until he
16 told me whether or not this would affect my lawsuit.

17 Q. Sir --

18 A. That's all I did.

19 Q. You're talking about, this was not supposed
20 to be handed to plaintiff --

21 A. That's why it's not dated.

22 Q. Let me finish, sir.

23 A. Okay.

24 Q. This was not supposed to be handed to
25 Planning and Development Services?

1 A. Right.

2 Q. Because of an oral agreement you had with
3 your brother?

4 A. That's right.

5 Q. Even though it refers to a deed?

6 A. I thought I was signing something for my
7 brother to be able to put his home out there, not a
8 deed.

9 Q. Did you read this, sir?

10 A. No. I -- like I said, that was our lawyer.
11 Why would he have me sign something like this? He
12 was supposed to be representing all of us.

13 Q. Well, this, sir, is not Mr. Phillips. This
14 is something that you signed for the Planning and
15 Development Service.

16 A. I don't remember signing nothing for no
17 Planning Development --

18 Q. Sir --

19 A. I only signed paper that Mr. Phillips said.

20 Q. Sir, with respect, what you remember, I
21 suggest has no relevance here.

22 A. Well, I didn't sign that deed.

23 Q. I know you didn't sign it. That's why we're
24 here.

25 MR. GLOVER: Objection, Your Honor. Is

1 there a question?

2 THE COURT: Agreed. Mr. Foster --

3 MR. FOSTER: I will withdraw if that's
4 improper.

5 BY MR. FOSTER

6 Q. Sir, this Planning and Development document
7 was approved, was it not, by the Planning and
8 Development people? If you know? Number six is in
9 front of you.

10 A. I don't know. It never should have been
11 signed. It never should have been filed. Well --

12 Q. Sir --

13 A. My understanding of it, it wasn't going to
14 be filed.

15 Q. Sir, you are an adult.

16 A. Yes, I am.

17 Q. How old are you?

18 A. I'm 71.

19 Q. Sir, you signed this document.

20 A. I signed a document with the -- with the
21 trust of my lawyer that it wouldn't be used until he
22 answered my question.

23 Q. Who --

24 A. And he left --

25 Q. And he is the --

1 A. Mr. Philip never answered my question, just
2 the paper he had. That was the agreement that I had
3 with my brother. I told him I was not going to sign
4 a deed, so I thought I was signing something for him
5 to move his home out there.

6 Q. So your testimony today, sir, is this: You
7 had some dealings with your brother. You admit
8 that. He went out and got a deed. That's correct;
9 is it not?

10 A. Went out and got a deed for who?

11 Q. Your brother -- sorry, my mistake. Your
12 brother went out and got a plat; is that correct?

13 A. And I had nothing to do with that. I never
14 did anything.

15 Q. Sir, I'm just asking, do you understand.
16 Sir, do you understand after your conversations with
17 your brother, he went out and got a plat done?

18 A. That was him. That was not me.

19 Q. Sir, I'm just asking. You understand that,
20 do you not?

21 A. Uh-huh.

22 Q. And you signed this document, Planning and
23 Development Services, to approve this document -- to
24 approve --

25 A. That was not my understanding of what that

1 document was.

2 Q. Well, sir, I --

3 A. I understand what you're saying, but that
4 was not my understanding of what it was.

5 Q. Okay. So it doesn't matter that you signed
6 it because your understanding was that it was going
7 to be held back; is that correct?

8 A. That's all I can tell you that I know of
9 that that's what happened.

10 Q. And, sir, were you aware of the fact that
11 Mr. Phillips drew up a deed to this property from
12 you to Mr. Ron Mitchell?

13 A. He drew up in agreement for me to sign a
14 deed or something like that, but no, it was not a
15 deed.

16 Q. Which you don't have?

17 A. I got it. I didn't know I needed it.

18 Q. It's not here?

19 A. No.

20 Q. Okay, sir. We sent you a letter -- just to
21 be sure, it's Exhibit C to the complaint from
22 September 19, 2023, demanding that you sign the
23 deed. Do you remember getting that, sir?

24 A. Uh-huh.

25 Q. You didn't do anything, did you?

1 A. I wasn't going to sign the deed. He knew
2 that.

3 Q. Did you respond to the document, sir?

4 A. I responded to him.

5 Q. Did you respond --

6 A. He come to see me. He -- he come to see me,
7 and I told him I wasn't gonna sign the deed.

8 Q. Sir, did you respond to the letter that you
9 got delivered to you by hand in September 2023?

10 A. And what was it about?

11 Q. Well, sir, if you haven't reviewed the case,
12 it's a demand by us that you sign the deed. You
13 didn't respond to that, did you?

14 A. No. Because I wasn't -- I don't know if
15 I -- I responded to him. I told him I was not going
16 to sign a deed. He knew that.

17 Q. Did you tell him that in September, in 2023?

18 A. Yes, I did.

19 Q. How did you tell him?

20 A. I told him I couldn't sign a deed --

21 Q. No, sir. No, sir.

22 A. Because I didn't feel like that it had
23 been --

24 Q. Sir, that's not my question.

25 A. Okay.

1 Q. You say you told -- I take it was Mr. Ron
2 Mitchell. Did you tell Mr. Phillips? Who did you
3 tell?

4 A. I told Ron Mitchell.

5 Q. Okay.

6 A. Because he coming at me.

7 Q. Okay, okay. Where did you tell him?

8 A. Like he said, he was in -- it was in the
9 living room of my house.

10 Q. Who was there?

11 A. Just me and him.

12 Q. Okay.

13 A. My wife was in the back room.

14 Q. Yes, si4.

15 A. But just me and me.

16 Q. And what do you understand this case to be
17 that involved your mother's property that would
18 affect or might affect this property?

19 A. I understand it to be that once the property
20 is free and clear, that I feel comfortable by
21 signing paperwork.

22 Q. Free and clear of what?

23 A. I keep telling you that there's some
24 problems with this property that I do not
25 understand, and most people that have looked at this

1 case don't understand, and I don't think it's right.

2 Q. Do you have documents to show what the
3 problem is?

4 A. How many you want?

5 Q. Anything you've got, sir.

6 A. If you want to share some of it, that's up
7 to you.

8 Q. Sir --

9 A. I don't feel comfortable.

10 Q. -- I'm asking you, if your lawyer has it,
11 I'm happy to see it. Do you have any documents,
12 does Mr. Glover have any documents indicating a
13 problem with the title of this property that would
14 prevent you --

15 A. I didn't say the title.

16 Q. Sir, let me finish. Do you have any
17 documents, or does Mr. Glover have any documents,
18 that show what the problem is with signing a deed to
19 this property or with the title to the property?

20 A. Yeah. I mean, I have a problem with it.

21 Q. Well, sir, we know you have a problem with
22 it, but I'm asking whether there are any documents.

23 A. Yeah. I can -- but I don't have them with
24 me.

25 MR. FOSTER: Okay. Your Honor, I'm

1 obviously chasing my tail here, and the mistake is
2 mine for asking Mr. Mitchell to testify, Mr. Major
3 Mitchell to testify. The Court has to make a
4 decision on what is heard. I have nothing more at
5 this point for this gentleman.

6 THE COURT: Any recross, Mr. Glover?

7 MR. GLOVER: No, Your Honor.

8 THE COURT: Thank you, Mr. Mitchell. You
9 may return to the table.

10 THE WITNESS: Thank you.

11 THE COURT: Any motions, Mr. Glover?

12 Well, let me -- let me make sure -- I'm
13 sorry. Mr. Foster, is that your last witness?

14 MR. FOSTER: Yes, ma'am.

15 THE COURT: Any motions?

16 MR. GLOVER: Thank you, Your Honor. Yes,
17 Your Honor. I move to dismiss based on the
18 testimony that we've heard. It's our position that
19 the plaintiff has failed to hold its burden.
20 Specifically, we've heard or we've seen no evidence
21 of there being an agreement between the two parties.
22 Even the complaint speaks to the potential of there
23 being an oral contract. But again, with this being
24 a matter that deals with land and real property, an
25 oral contract would be barred by the statute of

1 frauds.

2 Going to the second cause of action, the
3 fraud, Your Honor, we've heard nothing that speaks
4 to any intention to mislead or otherwise cause the
5 plaintiff to act on bad information or any other
6 misrepresentations.

7 And then, Your Honor, going to the third
8 cause of action, a negligent misrepresentation,
9 similarly to the fraud claim, we've heard no
10 evidence. There's been no evidence presented that
11 my client did anything to intentionally mislead the
12 other side, cause the other side to improperly rely.
13 We've heard nothing to that. And based on the lack
14 of evidence that's been presented both through
15 document and testimony, it's our position that the
16 entire case should be -- it must be dismissed.

17 THE COURT: Mr. Foster.

18 MR. FOSTER: Your Honor, in response to
19 that, we believe we put up a credible case. I will
20 say no more.

21 THE COURT: What about his argument about
22 the statute of frauds, even as admitted --

23 MR. FOSTER: Well, the statute of frauds --

24 THE COURT: -- is an oral agreement.

25 MR. FOSTER: The statute of frauds has not

1 been pled. And my understanding of the statute of
2 frauds is that it has to be pled in order for this
3 Court to look into it. What is going on here, Your
4 Honor, based on the pleadings is this: There was a
5 promise. There was reliance upon the promise. That
6 is enough to take it out of the statute of frauds,
7 had it even been pled, which it's not. Am I
8 responding to the Court's point?

9 THE COURT: Yes. Thank you.

10 MR. FOSTER: Okay.

11 MR. GLOVER: May I be heard, Your Honor?

12 THE COURT: Yes.

13 MR. GLOVER: Yes, Your Honor. So speaking
14 to the -- the statute of fraud issue and the
15 question of reliance, the way the law speaks is that
16 that reliance has to be reasonable. We've heard
17 nothing in testimony or in evidence that shows that
18 there was even an agreement through the -- between
19 the parties. We've heard that there were multiple
20 conversations that had different parties, different
21 witnesses over a long span of time. And based on
22 that, that wouldn't be the grounds that the
23 Plaintiff would need to hold the reasonable reliance
24 that they would need for that claim.

25 And then that gets to the statute of frauds

1 again. Unfortunately, in this case, default was
2 entered. But in our answer, that was subsequently
3 stricken, I think there was a statute of frauds
4 argument made in there as well.

5 THE COURT: Motion is denied at this stage
6 of the proceeding.

7 Mr. Glover, does the defendant have any
8 witnesses he would -- oh, no. It's -- because it's
9 a default, so I apologize.

10 At this stage, I guess we're ready for
11 closing arguments unless you have a motion,
12 Mr. Foster?

13 MR. FOSTER: I do. For the Court's record,
14 I have a copy of the stricken answer that was put
15 in. There is no mention of the statute of frauds.

16 THE COURT: I --

17 MR. FOSTER: Ma'am?

18 THE COURT: I can't consider the answer at
19 this point.

20 MR. FOSTER: I'm sorry?

21 THE COURT: I can't consider the answer at
22 this point regardless, because it's been ordered
23 stricken.

24 MR. FOSTER: That's precisely. Ma'am, this
25 case comes down to the fact that, unfortunately,

1 through misjudgment on my part, I called Mr. Major
2 Mitchell as a witness. That was my mistake.

3 However, this comes down to what this Court
4 believes between these two people. I did not hear a
5 credible response from Mr. Major Mitchell as to
6 anything that was done here. I heard a reference to
7 private considerations, what he understood. I heard
8 references to documents that have not been
9 presented. I suggest to the Court, there is nothing
10 here to give a credible defense against our case.

11 Where are we at? My client was given a
12 promise. He relied upon it. Mr. Mitchell
13 unquestionably signed a document, though, of course,
14 he tells us it was not to be turned in, for whatever
15 reason. My client is living in one room and paying
16 \$450 a month. The closing that he didn't get to do
17 with Guardian Fidelity would have had him paying
18 41988. That is \$30.12 per month that he has spent
19 because this was not done. By my math, given this
20 closing was going to be in December '22, counting
21 the months for the year 2023 and the months for
22 2024, gives us, if I'm correct, 22 months. I come
23 up with \$662.84.

24 Ma'am, we have, as I recall, asked for
25 attorneys fees. That is up to this Court. Let me

1 first of all acknowledge what I've had to argue with
2 many times with other lawyers. The law in
3 South Carolina says that unless there is a contract,
4 including attorney's fees, there wasn't, or unless
5 there's a statute that involves them, there wasn't.
6 Normally speaking, attorneys fees are not to be
7 given. In this case, however, they are an element
8 of damage because we've had to bring this action to
9 get Mr. Ron Mitchell the property he was promised.

10 Mr. Mitchell has thus far paid me \$2,000.
11 That includes service upon Mr. Major Mitchell and
12 the filing of this action. I am quite sure that he
13 will owe me the same amount again. My understanding
14 is, that despite of what the general rule is,
15 attorneys fees can either be awarded in the event
16 they are necessary to enforce an equitable
17 agreement, or they can be taken into account.

18 Your Honor, this comes down, as I say, to
19 this: Who does the court believe? Mr. Glover,
20 quite properly jumped on me for my characterization
21 of his client's testimony. I, again, state to this
22 Court, I find that testimony and suggest to this
23 Court it is incredible. We are asked to believe
24 things with nothing to back them. We are asked to
25 believe things in which there are no documents to

1 back them up. That being the case, we are still
2 left with where we were with the complaint. My
3 client was promised something. He relied upon
4 something. He spent money for something. We're not
5 claiming damages for what he spent because we have
6 not put in evidence of anything that's not
7 recoverable. The work on the property, should the
8 Court allow it, would be there anyway.

9 However, if this Court believes, as I
10 contend, that what we have had here is nothing more
11 than Mr. Major Mitchell's ego refusing to give up
12 the property, in that event, the Court can consider
13 the question of exemplary and punitive damages.
14 That is up to the Court. If it is up to the Court,
15 the Court can certainly take into consideration what
16 my client has had to spend to get here today. And I
17 can only say we're relying upon the Court to do
18 that.

19 Your Honor, I believe that's where we're at.
20 I'm happy to answer anything the Court may have as a
21 question, but that's what we contend.

22 THE COURT: I may have a question after I
23 hear from Mr. Glover.

24 Mr. Glover.

25 MR. GLOVER: Thank you, Your Honor. So,

1 Your Honor, we've heard testimony from my client
2 that his intention throughout this entire endeavor
3 was to provide for his family, specifically to
4 provide his brother with a place to live. We heard
5 on testimony from my client that he was going to be
6 providing that place to live rent free, expense
7 free, and that it was his intention to basically
8 live out his family's wishes that the property
9 should always be a place that his siblings could
10 always come to.

11 We've also heard testimony that my client
12 maybe potentially misunderstood the right of first
13 refusal or the nature or the effects of the previous
14 settlement agreements he's had in previous lawsuits.
15 However, his misunderstanding of those things speaks
16 to, again, his intention not to hand over ownership
17 of the property, but to only provide possession,
18 only provide a place for his brother to live.

19 Kind of going hand in hand with that, again,
20 speaking to the misunderstandings, as Counsel has
21 mentioned before, there's questions as to whether
22 there was an agreement. There seems to be, my
23 client intended to provide possession. It seems
24 that the Plaintiff intended to acquire ownership.
25 Because the two parties weren't intending to act on

1 the same thing, act on the same premises, again,
2 there can be no contract, oral or otherwise.

3 And last, speaking to the documents that
4 we've heard quite a bit about, Counsel asks you to
5 hold the lack of documented evidence against my
6 client, but to then act on it in their advantage
7 when it comes to their side. Speaking to kind of
8 the alleged agreement that brought upon this whole
9 thing, we've seen no written documentation of it.
10 We've seen potentially an email conversation that
11 may or may not relate to this case, may or may not
12 relate to other cases. We've seen evidence of
13 surveys being done, grading being done, all of these
14 things that could potentially be explained by my
15 client providing possession and possession only to
16 the Plaintiff.

17 So again, we've heard nothing that speaks to
18 this ownership interest that the Plaintiff is trying
19 to acquire. And I think that because there is no
20 evidence of that, it's only fair that this Court
21 find in favor of the defendant and dismiss all of
22 the Plaintiff's causes of action. Thank you.

23 THE COURT: So, Mr. Foster, I do have a
24 question. This goes back to damages again, because
25 as one part, Plaintiff is requesting specific

1 performance, so of which --

2 MR. FOSTER: Yes.

3 THE COURT: -- which would -- which would be
4 the execution of the deed Plaintiff is still
5 seeking.

6 MR. FOSTER: You are quite correct, ma'am,
7 and I forgot to mention that. And it is the most
8 important point. Should the Court find for us, we
9 are asking an order that Mr. Major Mitchell execute
10 the deed or this Court execute a deed on his behalf.
11 I should have put that in.

12 THE COURT: And that is in addition to
13 damages of \$662.84 for the rent --

14 MR. FOSTER: And whatever this Court may
15 feel we approved in terms of exemplary damages.

16 THE COURT: Thank you, Mr. Foster.

17 Anything you'd like to say to that,
18 Mr. Glover since I asked that question?

19 MR. GLOVER: Yes, Your Honor. To my point
20 about the lack of a contract, because there is no
21 contract, of course, the parties couldn't have
22 possibly agreed that my client would be covering
23 those expenses, whether they be attorney fees, rent
24 for the Plaintiff, anything like that. Those things
25 are absolutely not covered by this contract, even if

1 this contract did exist.

2 MR. FOSTER: Those are, of course, damages,
3 and that's the way they would characterize. That's
4 why we're not claiming the cost put into the
5 court -- put into the survey or the other matters.
6 If, of course, the Court should find that we have
7 been misled by Mr. Major Mitchell, then I would
8 suggest that everything we put into the property
9 would, in fact, be a damage. But we have not pled
10 that, and I do not believe it's been adequately
11 claimed here as a defense. That's where I believe
12 we're at, ma'am.

13 THE COURT: Well, as point of clarification,
14 I know that Mr. Foster, you raised some matters or
15 opened the door, as you said, that allowed
16 Mr. Glover to ask some questions of his client.

17 MR. FOSTER: Absolutely.

18 THE COURT: However, Mr. Glover, I just want
19 to clarify as to my findings. I think that
20 regardless of his testimony, even if I were to take
21 it as truth, cannot contradict what's been deemed
22 admitted by the Complaint. And the agreement has
23 already been deemed admitted by the complaint. So I
24 do find judgment in favor of Plaintiff. I find that
25 specific performance would be the appropriate remedy

1 in this case.

2 Mr. Glover, as to that, it is your client's
3 preference if I could do the order directing him to
4 sign the deed or I understand that he feels that
5 there are issues with him signing such a deed, and
6 the Court can only convey what interest your client
7 has in the property currently.

8 And so, Mr. Foster, I don't know if you
9 disagree, but, Mr. Mitchell, I can only convey what
10 interest your brother has, and so if there's any --
11 if there's any issues --

12 MR. FOSTER: That is all that we claim as
13 the part of the case, yes, ma'am.

14 THE COURT: And so the Court -- I can issue
15 a title. So it's really -- if so -- so if Mr. Major
16 Mitchell has the concerns that he has with signing
17 the deed himself, I will issue a title under order
18 of the Court. That may resolve any -- may, I don't
19 know that it will -- may resolve any issues that he
20 may feel could come of executing such a deed.

21 Mr. Foster, I -- I'm not seeing where
22 attorney's fees would be appropriate in this case.
23 I'm -- I'm not sure, and that's something I'm going
24 to have that -- I deny attorneys fees in this case.
25 But I do grant the rental income of 600 -- well, let

1 me -- under what cause of action are you asking for
2 the rental income?

3 MR. FOSTER: Am I asking for what now?

4 THE COURT: What -- what cause of action do
5 you feel your client is entitled to the rental
6 income?

7 MR. FOSTER: Well, let me be clear, ma'am.
8 As I tried to say, possibly too wordily. Normally
9 speaking, attorney's fees would not be granted. My
10 intent in putting that in, although there is
11 precedent on the idea of enforcing a situation where
12 there's equity involved that would involve giving
13 the attorney fees. What I argued there mainly was
14 that they could be used as a guide for the -- for
15 the -- for the award of any punitive damages, if the
16 Court feels we've proven them. That was the main
17 point of my bringing up the attorney's fees.

18 THE COURT: Okay. What -- what about the
19 rental income. That's what I'm asking as to what --

20 MR. FOSTER: I'm sorry?

21 THE COURT: What cause of action do you feel
22 your client is entitled to the rental income?

23 MR. FOSTER: To what, ma'am?

24 THE COURT: The rental income that he's
25 paid.

1 MR. FOSTER: Oh, it is a damage. It is a
2 damage for the specific performance. It is a damage
3 for the fact that he has had to rent rather than
4 having a place to live, and consequently, he has
5 been damaged to that small amount.

6 THE COURT: I'm going to take that -- that
7 part of it under advisement, but I deny attorneys
8 fees. I'm going to consider that the damages as
9 part of the specific performance cause of action.
10 I'm not -- I'm going to also issue a ruling about
11 the negligent misrepresentation, which is an
12 alternative to the specific performance; is that
13 right, Mr. Foster?

14 MR. FOSTER: That's my understanding.

15 THE COURT: Okay. Well, I'm going to take
16 the rental income -- I don't know if specific
17 performance requires anything other than what the
18 parties agreed, which would be the issuance of the
19 deed. I don't under -- I'm not sure that it would
20 encompass any other damages.

21 MR. FOSTER: That is the Court's position.
22 I believe we've been clear enough in asking it, and
23 I believe it's a damage. But it is in your hands,
24 ma'am.

25 THE COURT: Well, I'll -- I'll tell you,

1 Mr. Glover, I'm gonna -- I'm gonna research that and
2 take that part under advisement. All other damages
3 or the attorney's fees are denied. So, Mr. Glover,
4 you just -- would you like the Court to issue a
5 title?

6 MR. GLOVER: Yes, Your Honor, please.

7 THE COURT: So the Court will issue a title.
8 Mr. Foster, if you could prepare me a proposed
9 order.

10 MR. FOSTER: I would believe we need to have
11 the Court clarify the points that it is not yet
12 clarified, but yes, happy to.

13 THE COURT: Okay. You can go ahead and
14 include the portion about rental income and the
15 authority that would allow me to award such a damage
16 under specific performance, and then I can consider
17 that in your proposed order.

18 MR. FOSTER: Yes, ma'am.

19 THE COURT: Okay. Anything further,
20 Mr. Foster?

21 MR. FOSTER: Ten days -- well, may I ask for
22 15?

23 THE COURT: You -- you can have 30 days, if
24 you need an additional.

25 MR. FOSTER: I don't think I'll be that

1 slow.

2 THE COURT: And you can either e-file that
3 or email.

4 MR. FOSTER: Thank you. And of course,
5 we'll send it to Mr. Glover.

6 THE COURT: Okay. I would appreciate that.
7 I'm sure Mr. Glover would too.

8 MR. GLOVER: Sure.

9 MR. FOSTER: Okay.

10 THE COURT: Anything further, Mr. Foster?

11 MR. FOSTER: Not that I'm aware of.

12 THE COURT: Anything further, Mr. Glover?

13 MR. GLOVER: Yes, Your Honor. I just wanted
14 to clarify one thing. What was your order regarding
15 the negligent misrepresentation claim? Is that --

16 THE COURT: My understanding was that the
17 specific -- those claims, the -- the fraud,
18 fraudulent claims, and the negligent
19 misrepresentation was in the alternative to specific
20 performance. So I've awarded him his claim for
21 specific performance. I'm going to issue the title,
22 as agreed, to the property based upon the survey of
23 Huts and Associates, and I'm taking into
24 consideration the rental income and whether or not
25 that is, or can be, awarded under the cause of

1 action for specific performance. I'm just not
2 aware.

3 If he has a question --

4 MR. MAJOR MITCHELL: I'm sorry, because I --

5 THE COURT: Well, I tell you what, ask
6 Mr. Glover, and then Mr. Glover can let me know if
7 he needs --

8 MR. GLOVER: We were just seeking
9 clarification on the measurement of the lot. In
10 Plaintiff's complaint. It has 1.207 acres. Is that
11 the area that the -- the Court's going to be
12 ordering a specific performance on?

13 MR. FOSTER: I believe it would be the deed.
14 I mean, the plat. I keep saying that.

15 THE COURT: The plat. Yes, the plat.
16 It'll -- yes. And so also, Mr. Foster, if you
17 could, I would assume that you will be drafting the
18 deed.

19 MR. FOSTER: Yes, ma' am.

20 THE COURT: For me or the title for me to
21 sign?

22 MR. FOSTER: Yes, ma' am.

23 THE COURT: So, Mr. Glover, you can have an
24 opportunity to review that as well before --

25 MR. FOSTER: And the plat is a part of the

1 complaint.

2 THE COURT: That will be based upon the plat
3 that was deemed admitted in the complaint. I
4 believe it was a part of the complaint.

5 Anything other questions?

6 MR. GLOVER: No, Your Honor.

7 THE COURT: This hearing is concluded.

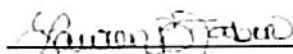
8 (These Court Proceedings concluded.)

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CERTIFICATE

I, Lauren Faber, the Official Court Reporter and officer who listened to the digital recording created by the Clerk of Court, do hereby certify that said hearing, pages 1 through 88 inclusive, is a true, correct, and verbatim transcript of said recorded, audible proceedings, except for the portions noted where no transcription was possible due to the lack of audible recording.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which this proceeding was heard; and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, and am not financially or otherwise interested in the outcome of the action.



Lauren Faber, CVR, RVR

<p>\$</p> <hr/> <p>\$1,500 18:20</p> <p>\$2,000 75:10</p> <p>\$30.12 74:18</p> <p>\$450 74:16</p> <p>\$600 9:5,6 15:1</p> <p>\$662.84 74:23 79:13</p> <hr/> <p>1</p> <hr/> <p>1 6:6,10,11</p> <p>1,500 18:22</p> <p>1.2 39:16</p> <p>1.207 86:10</p> <p>10 38:4,10,12 49:19 56:23</p> <p>10:40 57:15</p> <p>10th 56:3 58:2</p> <p>11:25 56:24</p> <p>12 57:14</p> <p>12th 56:4</p> <p>15 84:22</p>	<p>1760 18:10</p> <p>18 35:25</p> <p>19 66:22</p> <hr/> <p>2</p> <hr/> <p>2 6:6,10,11</p> <p>2007 36:2,9 37:7 42:10</p> <p>2008 36:9 37:9 38:15, 17 42:11</p> <p>2021 7:13</p> <p>2023 56:23 57:14 66:22 67:9,17 74:21</p> <p>2023-CP-463404 5:4</p> <p>2024 74:22</p> <p>22 16:25 19:2 74:20,22</p> <p>25 37:8</p> <p>270 15:2</p> <p>28 38:17</p> <p>280 15:1</p>	<p>3</p> <hr/> <p>3 8:6,19,20</p> <p>30 37:7 84:23</p> <p>350 14:25</p> <hr/> <p>4</p> <hr/> <p>4 9:12,17,18</p> <p>41988 17:1,19 74:18</p> <p>450 18:20,25 19:1</p> <hr/> <p>5</p> <hr/> <p>5 10:7,12,13 13:16</p> <hr/> <p>6</p> <hr/> <p>6 10:23 11:2,4,15 14:7,14,16 26:25 61:24</p> <p>600 81:25</p> <hr/> <p>7</p> <hr/> <p>7 15:15,19,21</p> <p>71 64:18</p>	<p>8</p> <hr/> <p>8 16:16,20 18:5</p> <p>8.1 37:20 39:12 40:5,6,14 49:17</p> <p>8.10 36:1</p> <hr/> <p>9</p> <hr/> <p>9 19:12,16,18</p> <hr/> <p>A</p> <hr/> <p>a.m. 56:24</p> <p>absolutely 79:25 80:17</p> <p>accepting 50:7</p> <p>access 57:4</p> <p>account 75:17</p> <p>acknowledge 75:1</p> <p>acquire 77:24 78:19</p> <p>acre 39:15 41:15 56:25</p> <p>acres 36:1 37:20 39:12 40:5,6,14 49:17 86:10</p> <p>act 71:5 77:25 78:1, 6</p>	<p>acted 44:5</p> <p>action 32:22 40:4 71:2, 8 75:8,12 78:22 82:1,4,21 83:9 86:1</p> <p>actions 34:16</p> <p>actual 32:16,19,21 35:22 36:7</p> <p>addition 79:12</p> <p>additional 84:24</p> <p>address 22:9</p> <p>adds 38:3</p> <p>adequately 80:10</p> <p>adjust 6:23</p> <p>admit 65:7</p> <p>admitted 40:3 71:22 80:22,23 87:3</p> <p>adult 64:15</p> <p>advance 57:11</p> <p>advantage 78:6</p> <p>advisement 83:7 84:2</p> <p>affect 53:10 62:16 68:18</p> <p>agree</p>
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7:16 27:24 28:1, 12 29:9,14 30:17,23 31:5 33:13,16 38:21 48:8 49:2,4 57:2 61:21 agreed 28:22 29:21 39:22 43:20 44:8 45:6 50:10 64:2 79:22 83:18 85:22 agreeing 44:19 agreement 22:18,19,21,24 23:22,24 24:11 25:21 28:11 37:6 43:14,15 44:5,7,12 49:18 51:3 56:25 57:1, 3,6 58:2,6,11, 12,14,17,20 59:5,6,8 60:9,10 61:6,10,16 63:2 65:2 66:13 70:21 71:24 72:18 75:17 77:22 78:8 80:22 agreements 77:14 ahead 20:15 24:13 26:4 37:14 41:22 84:13 allegations 40:3 alleged 27:2,8 28:17 78:8 allegedly	32:3 allowed 7:1 43:24 80:15 allowing 51:11 alternative 83:12 85:19 amended 36:19,22,24 49:20 amendment 37:10,12 amount 17:15 32:5 75:13 83:5 amounts 33:7 ample 57:8 answers 30:12 33:8 anymore 40:5,6 apologies 11:25 12:24 21:19 apologize 11:21,22 17:22 73:9 approach 26:22 approval 13:21 24:9 34:11,13 42:20 62:8 approve 65:23,24 approved 26:7 64:7 79:15 area 86:11	argue 75:1 argued 82:13 argument 71:21 73:4 arguments 73:11 asks 78:4 asserts 53:22 Associates 85:23 assume 86:17 asthmatic 7:2 attempted 16:23 attempting 50:24 attention 57:11 attest 40:1 attorney 14:19,20 29:14 46:25 47:1 56:21 79:23 82:13 attorney's 28:12 29:10 30:8 75:4 81:22 82:9,17 84:3 attorneys 74:25 75:6,15 81:24 83:7 authority 84:15 award	27:23 32:6,15 33:5,6 82:15 84:15 awarded 75:15 85:20,25 aware 66:10 85:11 86:2 <hr/> B <hr/> B.I. 7:8 back 15:1 24:13 33:12 36:2 42:10 54:8,24 55:4 66:7 68:13 75:24 76:1 78:24 bad 71:5 barred 70:25 based 5:11 34:22 70:17 71:13 72:4,21 85:22 87:2 basically 46:19 47:2,13 48:15 52:3 53:12 77:7 beginning 44:17 49:5 beginnings 28:11 behalf 5:5,7 79:10 believed 20:22 21:5	believes 74:4 76:9 bill 10:1 billed 10:2 bills 16:25 birth 36:23 bit 45:18 51:5 78:4 blathering 43:24 44:2 bottom 12:5 27:1 bought 49:21 bring 53:8 59:12 75:8 bringing 32:22 82:17 brother 7:11,19 19:21 20:12,19 23:2 26:8 28:22 30:2, 3 34:17 35:16 39:1,18 43:14 44:12,18 45:9 47:15,17 48:17 49:21 50:6,10, 23 51:12 61:17 63:3,7 65:3,7, 11,12,17 77:4, 18 81:10 brother's 39:8 brothers 23:7,15 35:18 40:23 41:1,11 47:7 48:20
---	--	--	--	---

brought 78:8	challenge 22:9	clear 33:1 39:25	completed 62:8	conversations 23:23 24:10
build 16:2	change 15:3	68:20,22 82:7	computer 56:8	65:16 72:20
burden 70:19	changed 36:19 44:17,21	83:22	concerned 56:5	convey 81:6,9
buttons 55:8	characteristic 44:2	cleared 38:23 39:17	concerns 81:16	copy 10:1 15:5,14
C	characterization 44:2 75:20	42:8	concluded 87:7,8	37:3,4 55:15
call 6:13 7:4 35:2	characterize 80:3	client 22:17,23 23:23	confused 50:2	58:8 59:9 62:9
36:12 55:4	charge 32:18 55:19	24:20 27:24	consideration 76:15 85:24	73:14
called 6:19 35:7 74:1	charged 14:25	28:3,11,12 29:9	considerations 74:7	correct 12:1,2 30:24
calls 20:8,9	charging 50:12,14	30:22 32:2	considered 50:19	31:1 36:3,5
capable 55:11	chasing 70:1	33:13,16 39:11	contact 57:6,9	37:21,22 38:19,
car 54:2,3	children 41:11	41:17 71:11	contend 76:10,21	20 54:16 58:16,
care 45:15 52:12	claim 33:5 71:9 72:24	74:11,15 76:3,	content 57:2 58:3	19 65:8,12 66:7
careful 55:8	81:12 85:15,20	16 77:1,5,11,23	Continuing 19:6	74:22 79:6
Carolina 75:3	claimed 80:11	78:6,15 79:22	contract 22:16,18 36:15,	cost 26:8 32:22 33:3
case 5:3,25 38:3 40:9	claiming 31:10,14 32:5	80:16 81:6 82:5,	19 37:2 42:14	80:4
42:9 43:7 57:16,	42:21 76:5 80:4	22	70:23,25 75:3	cost 26:8 32:22 33:3
17 58:15 59:17,	claims 5:11 28:19	client's 32:23 42:21	78:2 79:20,21,	counsel 35:21 44:3 47:9
18 60:2 67:11	85:17,18	44:4 75:21 81:2	25 80:1	77:20 78:4
68:16 69:1	clarification 80:13 86:9	close 16:11,12 23:18	contradict 80:21	counting 74:20
71:16,19 73:1,	clarified 84:12	33:17	conversation 24:20,23 25:2,	countless 39:25
25 74:10 75:7	clarify 44:24 45:21	closing 16:6,9,24 25:25	10,15,17,18,20	county 21:12 34:10,13
76:1 78:11 81:1,	80:19 84:11	26:8 33:14	26:1,3,12,13,16	42:18
13,22,24	85:14	73:11 74:16,20	78:2 79:20,21,	court 5:3,11,16,19,24
cases 78:12		comfortable 68:20 69:9	25 80:1	6:2,4,9,15,21,23
caught 40:13		communicated 23:19 24:4	contradict 80:21	7:4 8:13,15,18
		competent 28:20,21	conversation 24:20,23 25:2,	9:14,16 10:9,11,
		complaint 31:19 32:15	10,15,17,18,20	25 11:2,15 13:1,
		43:21 66:21	26:1,3,12,13,16	2,9,13,16,18
		70:22 76:2	27:24 28:10	14:9,14 15:17,
		80:22,23 86:10	29:8 33:13 56:6	19 16:18,20
		87:1,3,4	78:10	17:3,10,14,18,
				21,24 18:4
				19:14,16 20:7,

<p>13 22:9,12 26:21 27:23 28:6,14,21 29:2, 12 30:1,7,10,12, 19 31:16,18,22, 25 32:6,11,13 33:5,6,9,21,25 34:22,25 35:4,9, 23 36:6,10,11 38:6,10,16 43:11,17,23 44:8 46:9 48:1, 5,8 51:17 53:21, 25 54:3,8,17 55:15,20,25 56:9,12,15,17 59:3 61:5,8 64:2 70:3,6,8,11,15 71:17,21,24 72:3,9,12 73:5, 16,18,21 74:3,9, 25 75:19,22,23 76:8,9,12,14,15, 17,20,22 78:20, 23 79:3,8,10,12, 14,16 80:5,6,13, 18 81:6,14,18 82:4,16,18,21, 24 83:6,15,25 84:4,7,11,13,19, 23 85:2,6,10,12, 16 86:5,15,20, 23 87:2,7,8</p> <p>Court's 5:15,20 6:3 8:4 14:5 72:8 73:13 83:21 86:11</p> <p>courthouse 36:21,22,25 37:1 49:12,20</p> <p>covered 79:25</p>	<p>covering 79:22</p> <p>credible 71:19 74:5,10</p> <p>CROSS- EXAMINATIO N 22:15 43:12</p> <p>cross-examine 22:8</p> <p>crosstalk 11:17</p> <hr/> <p style="text-align: center;">D</p> <hr/> <p>damage 31:10,15 32:6,8 33:5 75:8 80:9 83:1,2,23 84:15</p> <p>damaged 83:5</p> <p>damages 22:10 31:20 32:16,19,21,23 76:5,13 78:24 79:13,15 80:2 82:15 83:8,20 84:2</p> <p>date 27:2,6,7,9,14,17 42:23 46:11,15</p> <p>dated 37:6,8 38:16 62:14,21</p> <p>daughter's 54:2,3</p> <p>day 27:13</p> <p>days 84:21,23</p> <p>deal 46:3</p>	<p>dealings 65:7</p> <p>deals 70:24</p> <p>dealt 34:10,13 51:20, 22</p> <p>December 16:25 19:2 74:20</p> <p>decision 57:7 70:4</p> <p>decisions 49:1</p> <p>deed 14:20 16:13 19:7,9 21:11 25:14,24 26:10 33:2 34:8 39:22, 24 40:7 42:2 44:15 45:1,2,5,6 49:22 58:3 60:4, 19,20,25 61:2,7, 21 62:10 63:5,8, 22 65:4,8,10 66:11,14,15,23 67:1,7,12,16,20 69:18 79:4,10 81:4,5,17,20 83:19 86:13,18</p> <p>deeded 38:18</p> <p>deeds 36:11 42:13</p> <p>deemed 80:21,23 87:3</p> <p>default 5:9 73:1,9</p> <p>defendant 5:7 73:7 78:21</p> <p>defendant's 32:17</p>	<p>defense 43:7 74:10 80:11</p> <p>delicate 55:9</p> <p>delivered 67:9</p> <p>demand 67:12</p> <p>demanding 66:22</p> <p>denied 73:5 84:3</p> <p>deny 81:24 83:7</p> <p>determination 28:4</p> <p>development 13:21,25 21:22 25:5,6 26:19 42:19 61:23,25 62:25 63:15,17 64:6,8 65:23</p> <p>dies 37:21</p> <p>DIRECT 7:5 35:11</p> <p>directing 81:3</p> <p>disagree 81:9</p> <p>disagreement 57:5</p> <p>discuss 46:3</p> <p>discussed 46:7</p> <p>discussion 62:13,15</p> <p>dismiss 70:17 78:21</p>	<p>dismissed 71:16</p> <p>dispute 41:20,25 42:15</p> <p>document 8:3 12:1 13:8,24 14:11 17:1 26:19 37:5,7,9, 11,13,17 38:17, 25 39:5,7 40:17 42:18 46:24 49:13 53:8,11, 13,23 57:4 58:18 60:19,20, 21,23 64:6,19, 20 65:22,23 66:1 67:3 71:15 74:13</p> <p>documentation 78:9</p> <p>documented 78:5</p> <p>documents 5:16 14:10 17:13 21:11 24:1 26:1 27:12 33:14 36:10 52:5,7,11,23 53:2 69:2,11,12, 17,22 74:8 75:25 78:3</p> <p>door 43:19,22 44:3 48:4 80:15</p> <p>draft 19:7 62:10</p> <p>drafting 86:17</p> <p>draw 34:8</p> <p>drawn 5:23 8:9,24 9:3</p>
--	--	---	--	--

<p>14:20 25:15 drew 66:11,13 due 28:4 57:9 duly 6:20 35:8 duplicating 11:22 21:21</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>e-file 85:2 earlier 48:9 Edwards 36:13 37:18 38:21 39:6 40:5 effect 57:17 59:18 effects 77:13 ego 76:11 elderly 7:2 element 75:7 email 56:21 58:1 78:10 85:3 emails 54:15 55:23 encompass 83:20 encourage 57:7 endeavor 77:2 ended</p>	<p>49:19 enforce 75:16 enforcing 82:11 English 5:22 enter 6:9 19:11 entered 6:1 8:18 9:16 10:11 11:2 13:17 14:14 15:19 16:20 19:16 27:1 38:10 73:2 entire 23:24 71:16 77:2 entitled 37:6 82:5,22 equitable 75:16 equity 82:12 estate 36:12 39:9 event 33:7,17 39:14 75:15 76:12 evidence 6:1,12 8:12,21 9:11,19 10:14, 22 11:3,5 14:6, 17 15:22 18:6 19:19 27:1 35:22 38:13 70:20 71:10,14 72:17 76:6 78:5, 12,20 exact 27:14,16</p>	<p>EXAMINATIO N 7:5 34:3 35:11 51:19 examined 6:20 35:8 excluded 43:25 Excuse 15:4 31:24 execute 79:9,10 executing 81:20 execution 79:4 exemplary 76:13 79:15 exhibit 5:20 8:5,6,19,20 9:12,17,18 10:7, 12,13,23 11:2,4 14:7,16 15:15, 21 16:16 18:5 19:12,18 26:20, 25 36:7 38:4,12 61:24 66:21 exhibits 6:3,6,11 exist 80:1 expense 77:6 expenses 50:15 79:23 explain 39:2 explained 78:14 extent 7:2 38:2,3 48:3 57:18</p>	<p style="text-align: center;">F</p> <hr/> <p>face 38:16 fact 11:7 16:9 17:6 66:10 73:25 80:9 83:3 failed 26:10 70:19 fair 78:20 family 19:25 23:18 50:18,20,21 77:3 family's 77:8 favor 78:21 80:24 feel 67:22 68:20 69:9 79:15 81:20 82:5,21 feels 81:4 82:16 fees 27:22,25 28:4, 12,23 29:10,14 30:6,8 74:25 75:4,6,15 79:23 81:22,24 82:9, 13,17 83:8 84:3 Fidelity 15:24 74:17 fight 48:21,25 figure 17:9 18:1 figured 42:25</p>	<p>filed 64:11,14 filing 75:12 filled 42:3 final 5:8 24:11 find 17:1 53:16 75:22 78:21 79:8 80:6,24 findings 80:19 fine 45:10 finish 41:9 51:22 52:21 58:13 60:20 62:22 69:16 firm 55:11 57:6 fit 28:19 forgot 79:7 Foster 5:6,10,13,14,24 6:2,13,25 7:5 8:3,8,11,22,23 9:10,20 10:6,15, 21 11:6,12,18, 20,23 12:24 13:2,6,11,18,19 14:5,11,18 15:4, 6,13,23 16:15, 22 17:11,16,18, 20,22 18:2,7 19:11,20 20:9, 15,18 21:18,24 22:7,12 23:4,8,</p>
---	--	---	--	---

<p>12 28:2,8,15 29:11 30:18 31:8,14,18,21, 23,24 32:2,13, 20 33:19,25 34:1,3,20 35:2, 11,21,24 36:6,8 38:2,7,14 43:1, 4,9,19 46:8 48:3 51:18,19 53:17, 22 54:9,10,11, 21 55:3,10,17, 23 56:2,10,14 57:19 59:2,4 61:5,9 64:2,3,5 69:25 70:13,14 71:17,18,23,25 72:10 73:12,13, 17,20,24 78:23 79:2,6,14,16 80:2,14,17 81:8, 12,21 82:3,7,20, 23 83:1,13,14, 21 84:8,10,18, 20,21,25 85:4,9, 10,11 86:13,16, 19,22,25</p> <p>Foster's 56:20</p> <p>found 54:12,15</p> <p>Frank 48:25</p> <p>fraud 71:3,9 72:14 85:17</p> <p>frauds 71:1,22,23,25 72:2,6,25 73:3, 15</p> <p>fraudulent 85:18</p>	<p>free 68:20,22 77:6,7</p> <p>front 64:9</p> <p>fulfilling 58:11</p> <p>full 8:5</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>gather 6:5</p> <p>gave 42:3 44:18 46:24 47:18 49:6</p> <p>general 75:14</p> <p>gentleman 17:12 28:16 53:18,22 70:5</p> <p>gentlemen 35:17</p> <p>germane 43:25</p> <p>give 7:16 16:5,6 19:22 20:12,20 37:17 39:6,15 40:4 41:14 44:14 45:11 59:14 74:10 76:11</p> <p>giving 50:6 82:12</p> <p>glad 50:23</p> <p>Glover 5:7,15 6:5,8 7:4 8:13,14,15,17 9:14,15 10:9,10,</p>	<p>25 11:1 13:13, 15 14:9,10,13 15:5,14,17,18 16:18,19 17:4,5, 7,24,25 18:3 19:15 20:6,8 22:8,13,14,15 23:13 26:18,22, 23 28:9 29:3,6, 7,15,18 30:14, 15,21 32:11,12 33:9,10,11,23 34:24 38:8,9 43:11,12 44:1,9, 10 46:23 50:9 51:16 58:25 63:25 69:12,17 70:6,7,11,16 72:11,13 73:7 75:19 76:23,24, 25 79:18,19 80:16,18 81:2 84:1,3,6 85:5,7, 8,12,13 86:6,8, 23 87:6</p> <p>good 31:16 55:6 56:24</p> <p>grading 9:22,24 11:7 24:24,25 28:13 30:17,24,25 31:2,6,10,15 32:4,5,7 78:13</p> <p>granddad's 42:5</p> <p>granddaddy's 49:7 50:20</p> <p>grandfathered 48:21</p> <p>grandmama 42:5 49:8</p>	<p>grant 48:4 81:25</p> <p>granted 82:9</p> <p>greatest 55:5</p> <p>grounds 72:22</p> <p>Guardian 15:24 74:17</p> <p>guess 49:14 73:10</p> <p>guide 82:14</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>hand 5:16 6:16 8:3 35:5 36:7 56:17 67:9 77:16,19</p> <p>handed 13:1,3,7 14:12 17:11 35:23 37:5,8,11 56:20 62:20,24</p> <p>handing 15:4</p> <p>handle 52:24</p> <p>hands 83:23</p> <p>happen 46:13</p> <p>happened 23:16 28:19 41:14 45:7 46:20 66:9</p> <p>happy 53:17,24 69:11 76:20 84:12</p>	<p>he'll 58:2</p> <p>hear 57:8 74:4 76:23</p> <p>heard 48:11 70:4,18, 20 71:3,9,13 72:11,16,19 74:6,7 77:1,4,11 78:4,17</p> <p>hearing 5:9 48:4,5 87:7</p> <p>hearsay 46:8</p> <p>held 54:7 66:7</p> <p>hire 45:19</p> <p>hired 47:2</p> <p>hold 29:2 37:13 43:17 48:1,8 70:19 72:23 78:5</p> <p>home 16:2 44:13 59:11 63:7 65:5</p> <p>homes 45:22 47:16 48:15</p> <p>honest 12:21 61:20</p> <p>Honor 6:8,25 8:4,12, 14,17 10:6,21 11:12 15:13 16:15,22 17:2,7, 20 18:3 19:11 21:18 22:7,14 26:18 28:8 29:18 32:12</p>
---	--	---	---	--

<p>33:24 34:21,24 44:1,9 51:16 55:10 58:25 63:25 69:25 70:7,16,17 71:3, 7,18 72:4,11,13 75:18 76:19,25 77:1 79:19 84:6 85:13 87:6</p> <p>hope 5:22</p> <p>hoping 53:7</p> <p>house 16:2 24:13 26:6, 9,14 32:25 39:19,21 43:16 47:15 48:17,18 57:16 58:8,14, 23 59:9,17 68:9</p> <p>houses 48:23</p> <p>Huts 85:23</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>idea 82:11</p> <p>identification 6:7 8:7 9:13 10:8,24 14:8 15:16 16:17 19:13 38:5</p> <p>identified 11:24 61:24</p> <p>identify 16:9 23:8</p> <p>image 17:23</p> <p>implication 47:4</p>	<p>important 79:8</p> <p>improper 64:4</p> <p>improperly 71:12</p> <p>include 84:14</p> <p>includes 75:11</p> <p>including 45:23 75:4</p> <p>income 81:25 82:2,6,19, 22,24 83:16 84:14 85:24</p> <p>incredible 75:23</p> <p>indicating 69:12</p> <p>indiscernible 11:17,21 12:17 14:3 18:12 56:11</p> <p>individual 39:15 42:20</p> <p>inform 57:10</p> <p>information 71:5</p> <p>informed 38:22,23</p> <p>initial 27:23 28:10 29:8</p> <p>inspection 10:17 11:25 12:3 25:2</p> <p>intend 7:2 60:25 61:1</p> <p>intended</p>	<p>20:3 77:23,24</p> <p>intending 77:25</p> <p>intent 60:3 82:10</p> <p>intention 20:11 71:4 77:2, 7,16</p> <p>intentionally 71:11</p> <p>interest 18:1 78:18 81:6, 10</p> <p>interfere 46:14</p> <p>interrupting 28:16</p> <p>involve 82:12</p> <p>involved 17:12 39:12 68:17 82:12</p> <p>involves 75:5</p> <p>issuance 83:18</p> <p>issue 72:14 81:14,17 83:10 84:4,7 85:21</p> <p>issues 81:5,11,19</p> <hr/> <p style="text-align: center;">J</p> <hr/> <p>January 37:8 38:17</p> <p>John 5:6</p> <p>Johnny 23:6,10 38:18 39:13 41:14</p>	<p>Jr 36:13</p> <p>judgment 80:24</p> <p>July 56:3,4,23 57:14</p> <p>jumped 75:20</p> <p>jumping 32:1</p> <hr/> <p style="text-align: center;">K</p> <hr/> <p>kids 40:25</p> <p>kind 50:2 77:19 78:7</p> <p>knew 31:4 47:6,7,8 67:1,16</p> <p>knowing 46:16</p> <p>knowledge 21:1 29:4</p> <p>Krasig 55:11</p> <hr/> <p style="text-align: center;">L</p> <hr/> <p>lack 71:13 78:5 79:20</p> <p>land 21:12 30:25 41:19,21 42:2 50:18 56:25 70:24</p> <p>language 60:2</p> <p>law 72:15 75:2</p>	<p>lawsuit 45:14,17 46:4, 13 52:1,12,24 53:10,11 62:16</p> <p>lawsuits 42:10 77:14</p> <p>lawyer 12:23 30:6 37:4 39:8,9 42:24 45:14,20,25 47:6 49:9 58:15 59:14 63:10 64:21 69:10</p> <p>lawyer's 25:18,22 27:14 41:24</p> <p>lawyers 31:9 75:2</p> <p>Leach 7:14</p> <p>lead 7:3</p> <p>left 7:23 64:24 76:2</p> <p>legal 28:4 47:4</p> <p>Leon 5:4</p> <p>letter 15:7 66:20 67:8</p> <p>Lewis 5:5 35:13</p> <p>lie 21:2</p> <p>litigation 46:21</p> <p>live 18:13 21:25 22:1 51:13 77:4, 6,8,18 83:4</p> <p>living 18:8,10 19:1,4</p>
--	---	---	--	---

45:9,10 68:9 74:15 loan 15:25 25:25 26:6,10 33:14 located 17:15 long 17:12,22 72:21 longer 39:12 40:9 49:17 57:3 looked 49:17 68:25 lot 41:20 42:5 50:4 86:9	12 making 47:3 55:12 mama 21:6 44:19 47:17 50:1 mama's 42:3 50:21 man 12:21 marked 6:7 8:7 9:13 10:8,24 14:8 15:16 16:17 19:13 38:5 Martin 5:6 Mary 7:21 40:21 material 44:5 math 74:19 matter 57:12 66:5 70:24 matters 80:5,14 means 30:17,23 meant 31:21 measurement 86:9 meeting 45:20 56:23 57:15 memory 27:11 mention 73:15 79:7	mentioned 45:17 77:21 met 53:5,6 Michael 5:6 microphone 6:24 mind 51:3 mine 12:15 44:16 70:2 misjudgment 74:1 mislead 71:4,11 misled 80:7 misrepresentatio n 71:8 83:11 85:15,19 misrepresentatio ns 32:17 71:6 mistake 35:25 65:11 70:1 74:2 mistakenly 13:7 mister 17:10 56:19 misunderstandi ng 77:15 misunderstandi ngs 77:20 misunderstood 77:12	Mitchell 5:4,5,23 6:14, 15,18,25 7:6,8, 10,21 13:20 14:4 18:8 19:21 22:11,16 23:5, 10,11 26:24 29:2,8 35:1,3,4, 6,13,15 38:18 39:13 40:21 41:15 43:13,17, 20 44:11 48:1,8, 10 51:20 54:1, 12,17 56:4,22, 25 57:10,13 66:12 68:2,4 70:2,3,8 74:2,5, 12 75:9,10,11 79:9 80:7 81:9, 16 86:4 Mitchell's 12:16 16:25 56:20 60:4 76:11 mobile 16:2 44:13 48:15 mom 48:18 mom's 57:16 59:17 money 26:7 33:6 76:4 month 18:22 74:16,18 monthly 17:25 months 74:21,22 morning 56:24	mother 7:21 20:3 40:21 41:6,11 47:10 48:6,10,13 mother's 20:10 68:17 motion 73:5,11 motions 70:11,15 move 8:11 9:10 10:21 14:6 15:13 16:15 24:14 38:3 48:15,17, 18 54:23 65:5 70:17 multiple 23:23 72:19
<hr/> M <hr/>		<hr/> N <hr/>		
ma' 5:10 54:10 86:19,22 made 5:11 22:23 47:10 58:6 73:4 main 5:21 82:16 Maine 18:12 Major 5:4,23 7:9 12:16 14:4 35:2,6,13 43:20 47:13,21 56:22 70:2 74:1, 5 75:11 76:11 79:9 80:7 81:15 86:4 make 5:20 28:4 31:18 41:3,5,10 47:12 49:1 55:15 70:3,				

<p>notified 47:2</p> <p>November 37:7</p> <p>number 5:3 8:6,20 9:12, 18 10:7,13,23 11:4 14:7,16 15:15,21 16:16 18:5 19:12,18 26:20 38:4,12 64:8</p> <p>Numbers 6:6,11</p> <hr/> <p style="text-align: center;">O</p> <hr/> <p>object 28:2 29:18 43:1 44:1 62:10</p> <p>objection 6:5,8 8:13,14 9:14,15,16 10:9, 10,11,25 11:1 13:17 14:15 15:17,18,20 16:18,19,21 18:3 19:14,17 20:6,7,14 28:15 29:11 30:18 33:20 38:6,9,11 39:21 43:18 46:8 48:2 58:25 63:25</p> <p>occasionally 23:17</p> <p>occasions 23:21</p> <p>offense 43:5</p> <p>office 25:19,22 27:15</p>	<p>41:24</p> <p>older 44:18</p> <p>on-site 10:16 11:24</p> <p>one-page 13:8</p> <p>open 56:9,13,14</p> <p>opened 43:19,21 44:3 48:4 80:15</p> <p>opening 56:10</p> <p>opinion 32:22</p> <p>opportunity 86:24</p> <p>oral 63:2 70:23,25 71:24 78:2</p> <p>order 11:13 72:2 79:9 81:3,17 84:9,17 85:14</p> <p>ordered 73:22</p> <p>ordering 86:12</p> <p>orient 5:16</p> <p>original 33:12</p> <p>overruled 20:13,14 28:6, 24 29:12 30:19 33:21 44:8 59:3</p> <p>owe 75:13</p> <p>ownership 45:3,12 51:8</p>	<p>77:16,24 78:18</p> <p>owns 18:11 45:23</p> <hr/> <p style="text-align: center;">P</p> <hr/> <p>package 16:6,9</p> <p>pages 13:4,10 62:3</p> <p>paid 14:24,25 15:1 32:23 34:6,8 75:10 82:25</p> <p>paper 46:14 55:12 63:19 65:2</p> <p>paperclip 17:16,18</p> <p>papers 23:17 27:15,19, 20 29:17 53:9</p> <p>paperwork 46:1,2,10 49:3 51:3 53:4 68:21</p> <p>pardon 9:21 17:17 33:2 35:25</p> <p>part 5:21 7:16 11:14 13:11 19:24 32:14,19 48:19 60:3 74:1 78:25 81:13 83:7,9 84:2 86:25 87:4</p> <p>parties 44:5 56:19 70:21 72:19,20 77:25 79:21 83:18</p> <p>partner 60:4</p>	<p>pay 9:3 10:4 14:22 18:18,24 27:25 28:12,23 29:10, 14,17,22,23 30:8,17,23 31:5 33:13,16</p> <p>paying 29:21 30:5 32:24 74:15,17</p> <p>people 22:24 41:6 52:17 64:8 68:25 74:4</p> <p>performance 31:19 79:1 80:25 83:2,9,12, 17 84:16 85:20, 21 86:1,12</p> <p>permission 5:15 14:6</p> <p>person 51:9</p> <p>Philip 65:1</p> <p>Phillips 14:20 15:8 19:6 34:8 46:2 51:20, 22 52:23 53:5,7 56:3,21 57:12, 14,20 59:22 60:22 63:13,19 66:11 68:2</p> <p>phone 53:14,18,23,25 54:5,12,22 55:9, 13 56:20</p> <p>phonetic 55:11</p> <p>pick 54:19</p>	<p>pile 17:2</p> <p>place 16:24 25:21 77:4,6,9,18 83:4</p> <p>placing 44:6</p> <p>plaintiff 5:5,12 6:19 35:7 44:6 62:20 70:19 71:5 72:23 77:24 78:16,18,25 79:4,24 80:24</p> <p>plaintiff's 5:25 6:6,10,11 8:6,18,20 9:12, 17,18 10:7,12, 13,23 11:2,4,15 13:16 14:7,14, 16 15:15,19,21 16:16,20 18:5 19:12,16,18 26:25 32:15,16 38:4,10,12 61:24 78:22 86:10</p> <p>plan 25:5,6</p> <p>planning 13:20,25 21:22 24:1,17 25:4 26:19 42:19 61:23,25 62:25 63:14,17 64:6,7 65:22</p> <p>plat 5:22 13:21 33:2 34:4,6,10 35:22, 23 42:20 65:12, 17 86:14,15,25 87:2</p>
--	---	---	---	--

plats 62:8	precisely 73:24	process 13:12 24:21	proposed 56:24 57:1,3,6 58:2 84:8,17	putting 23:25 44:6 82:10
platted 36:2	predicament 45:24	promise 31:12 32:4 41:5, 10 72:5 74:12	propriety 7:3	<hr/> Q <hr/>
pleadings 72:4	preference 81:3	promised 39:18 41:8 75:9 76:3	protocol 24:18	question 20:17 28:5,18, 20,24,25 29:3, 13 30:13 37:15 40:20 41:9 48:9 52:15 64:1,22 65:1 67:24 72:15 76:13,21, 22 78:24 79:18 86:3
pled 72:1,2,7 80:9	premises 78:1	promises 47:9,12	prove 33:4	questioning 52:18
point 16:23 17:14 22:10 24:14 32:2,10,21 40:2, 4,8 43:25 70:5 72:8 73:19,22 79:8,19 80:13 82:17	prepare 84:8	prop 37:19	proven 82:16	questions 33:23 34:2,23 43:10 77:21 80:16 87:5
pointed 23:5	present 5:5,6 26:11,15	proper 16:22	provide 45:3 77:3,4,17, 18,23	<hr/> R <hr/>
points 43:21 84:11	presented 46:6,11 71:10, 14 74:9	properly 37:24 42:3 44:22 75:20	provided 57:5,8	raise 6:16 35:5
pop 56:16	presume 5:19 11:13,14	property 5:18,21,23 7:13, 17,23 8:1 9:22 10:17 16:3,6 18:11,15 19:7, 22,24,25 20:3, 12,20 31:17 32:6 33:3,6,18 34:4 35:20 36:1 37:19 38:18 39:13,17 40:11, 15,21 41:7,12, 18 42:6,20 43:6 44:14,16,22,25 45:4,7,10,12,22, 23 47:8,14,16, 17,18,22 48:14, 16,24 49:6,14 50:3,6,11,21,22, 23,24 51:12 66:11 68:17,18, 19,24 69:13,19 70:24 75:9 76:7, 12 77:8,17 80:8 81:7 85:22	providing 77:6 78:15	raised 41:1 62:9 80:14
portion 5:17 7:13 18:20 31:3 36:1 84:14	prevent 51:8 69:14		pulled 48:23	Ralph 36:13 37:17
portions 24:3	previous 46:25 47:1 77:13,14		punitive 76:13 82:15	rash 49:1
position 70:18 71:15 83:21	principal 17:25		purchase 37:18	read 12:6 39:5 49:15 61:19 63:9
possession 77:17,23 78:15	private 74:7		purports 37:17	ready 54:9 73:10
possibly 12:23 79:22 82:8	problem 24:17 46:21 48:16 50:5,6 69:3,13,18,20, 21		purpose 40:3	real 36:12 39:8 70:24
potential 70:22	problems 41:20 68:24		put 17:16,23 21:11 23:24 26:5 31:11 32:8 33:1, 20 35:22 39:19, 20 43:7,16 44:13,23 47:13, 24 49:19 61:25 62:11 63:7 71:19 73:14 76:6 79:11 80:4, 5,8	
potentially 77:12 78:10,14	proceed 5:13 28:7 32:11 33:9 37:20 54:9 57:1		puts 47:1	
precedent 82:11	proceeding 73:6			
	Proceedings 87:8			

reason 21:4 32:16 42:23 46:11 74:15	references 74:8	71:12	8,13	run 56:5,8
reasonable 72:16,23	referring 52:2 60:6,7	relying 76:17	responded 59:25 67:4,15	running 55:11
recall 36:14 74:24	refers 42:10 63:5	remain 31:22,25 32:14	responding 72:8	
receipt 9:7	refusal 36:13,23 40:15 47:5 49:12,22 51:6,7,14 77:13	remedy 80:25	response 56:3 57:13 59:16 71:18 74:5	<hr/> S <hr/>
receipts 15:7,11	refuse 39:6	remember 36:18 47:10 61:11 62:5 63:16,20 66:23	result 7:25 21:10	sake 33:19
received 6:12 8:21 9:19 10:14 11:5 14:17 15:22 18:6 19:19 38:13	refuses 37:21	rent 18:16,17,19,21 32:23 33:17 50:12 77:6 79:13,23 83:3	retrieve 54:5	seal 62:9
recent 56:23 57:15	refusing 76:11	rental 81:25 82:2,5,19, 22,24 83:16 84:14 85:24	return 35:1 57:3 70:9	seated 6:16,21 31:22, 25 32:14 35:5,9
recently 49:25	regarded 19:25	repeat 20:17	review 62:8 86:24	seeking 79:5 86:8
recess 54:4,7	Register 36:11	repeatedly 41:23	reviewed 67:11	sell 47:23 49:14
record 8:4 23:4 29:11 33:20 37:8 47:24 54:8 55:3, 10 73:13	relate 78:11,12	representing 51:24 63:12	Road 7:14 18:10	send 59:5 61:18 85:5
recorded 54:18	related 25:21	request 42:20	Robert 23:6,11	separate 25:1,10,15 26:1
recoverable 76:7	relation 7:9 35:14	requesting 78:25	Ron 6:25 35:14 60:3 66:12 68:1,4 75:9	September 66:22 67:9,17
recross 34:22 70:6	Release 37:6	requires 39:5 83:17	Ronald 5:4 6:13,18 7:8 53:6 56:25 57:10	service 9:24 11:8 14:22 63:15 75:11
redirect 33:25 34:3 51:17,19	relevance 63:21	research 84:1	room 18:17 21:25 22:1 68:9,13 74:15	Services 13:21,25 26:19 42:19 61:23 62:1,25 65:23
reference 74:6	relevant 58:14	resolve 81:18,19	Ronnie 46:1 48:24	set 17:12
referenced 17:19 32:18	reliance 8:25 21:15 31:11 32:4,9 33:4 34:17 44:6 72:5,15,16,23	respect 57:9 63:20	rule 75:14	set all 39:9
	relied 20:24 74:12 76:3	respond 48:10 57:7 59:20,22 67:3,5,	ruling 83:10	settle 45:13
	rely			settled 42:11,12 45:16 46:22
				settlement 77:14

sewer 21:13	18,20,21 36:12, 16,17,18 38:18	11 40:2,8,11,16, 17,20,24 41:5,9, 22,25 42:7,9,13, 16,17 43:2,5,6,9 52:2,9,15,21 55:1,3 56:14 57:20 58:1,3,10, 13,22,24 59:10, 16 60:2,9,14,16, 18 61:3 62:7,10, 17,22 63:9,13, 18,20 64:6,12, 15,19 65:6,15, 16,19 66:2,10, 20,23 67:3,8,11, 21,24 69:5,8,16, 21	speak 12:18 speaking 72:13 75:6 77:20 78:3,7 82:9 speaks 70:22 71:3 72:15 77:15 78:17 specific 31:19 52:25 53:1 78:25 80:25 83:2,9,12, 16 84:16 85:17, 19,21 86:1,12 specifically 21:6 70:20 77:3 speculation 20:8 spend 76:16 spent 33:7 74:18 76:4, 5 spoken 30:22 Squire 18:10 stage 24:20 73:5,10 stages 24:15 stand 8:16 23:8 started 30:4 state 7:7 35:12 75:21 stated 20:13,14	statute 70:25 71:22,23, 25 72:1,6,14,25 73:3,15 75:5 stay 50:11,15,20,21, 22,24 51:12 staying 45:11 step 24:18 steps 57:10 stipulate 17:5,8 56:19 stipulation 47:19 stood 35:17 story 43:22 stricken 73:3,14,23 stuff 17:2 33:2 subject 56:22 subpoena 57:22 subsequently 73:2 substituted 12:25 substituting 13:5 suggest 40:17 43:23 63:21 74:9 75:22 80:8 suing 61:14
share 42:3 69:6	40:7 42:18 44:20 45:6 46:2, 10 49:23 62:13 63:14,19 64:11, 19,20 65:22 66:5 74:13	signing 26:9 44:19 62:6 63:6,16 65:4 68:21 69:18 81:5,16 similarly 71:9 simply 28:18,24 40:4 sir 6:14 7:7,9,12, 15,18,20,22,24, 25 8:2,9,10,24 9:2,4,9,21,23,25 10:2,3,5,16,18, 19,20 11:7,11, 19 12:1,4,7,8, 11,12,13,15,16, 18 13:23 14:1,4, 19,21,23 15:7, 10,12,24 16:1,4, 5,7,8,10,12,14 18:13,15,18,21 19:3,5,6,23 20:1,4,15,16,21, 23,25 21:9,17, 25 22:22,25 23:5,9,25 25:16 27:4,6,10,19 33:15 34:1,4,5, 7,9,12,15,16,19 35:12,14,20,25 36:9,17 37:3,4, 9,14,23 38:11, 15,17,25 39:3,7,	sisters 40:23 41:2,12 sitting 47:15 49:12 situated 24:16 situation 23:17 51:23,25 82:11 slow 85:1 small 83:5 snatched 45:22 soft 12:14 son 18:19,24 sons 18:14 South 75:3 span 72:21	
show 19:9 31:11 32:9 37:13,23 38:7 52:5,7 53:12,18 55:1 60:23 61:22 69:2,18 showed 13:22 62:14 showing 10:1 26:24 35:20 52:11 shows 72:17 si4 68:14 siblings 77:9 side 71:12 78:7 sign 39:10,22,24 44:15,25 45:1,2, 5 46:16 47:7 49:3,10,13 50:1, 5 53:9 57:2 58:2,21 60:8,12, 15 61:16,20,21, 23 63:11,22,23 65:3 66:13,22 67:1,7,12,16,20 81:4 86:21 signature 12:5,7,8 27:2,8 37:25 62:3,5 signed 27:12,13,15,17,				

<p>suppose 12:25</p> <p>supposed 15:2 21:7 25:6 29:22 31:2 36:20,21 45:14 46:4,5,16 48:22 51:24 52:14 62:12,19,24 63:12</p> <p>supposedly 49:23</p> <p>survey 8:5,9,24 9:3,8 24:2 25:7 80:5 85:22</p> <p>surveyed 8:1</p> <p>surveying 26:5</p> <p>surveyor's 62:9</p> <p>surveys 78:13</p> <p>sustained 32:16 46:9</p> <p>sworn 6:20 35:8</p> <hr/> <p style="text-align: center;">T</p> <hr/> <p>table 35:1 70:9</p> <p>tail 70:1</p> <p>taking 85:23</p> <p>talk 7:12 20:11 30:5, 16</p> <p>talked 30:3,9,11 49:24</p>	<p>talking 5:17,21 7:14 36:2 42:10,14 52:8 54:13,15 62:19</p> <p>talks 60:9</p> <p>telling 21:1 48:20,24 49:11 52:19 60:18,23 68:23</p> <p>tells 74:14</p> <p>Ten 84:21</p> <p>terms 79:15</p> <p>testified 6:20 35:8 60:24</p> <p>testify 70:2,3</p> <p>testifying 59:15</p> <p>testimony 20:10 23:14 58:10,13 65:6 70:18 71:15 72:17 75:21,22 77:1,5,11 80:20</p> <p>thing 12:23 24:15,16 30:4 31:2 43:24 55:5,7 78:1,9 85:14</p> <p>things 23:19 28:13 42:5 47:24 50:4 75:24,25 77:15 78:14 79:24</p> <p>thought 17:17,23 45:5 46:3 49:9 63:6</p>	<p>65:4</p> <p>time 16:23 29:16 30:2,8 31:9 47:14,18 53:15 57:8 72:21</p> <p>times 23:16,18,20 24:3 39:25 75:2</p> <p>title 69:13,15,19 81:15,17 84:5,7 85:21 86:20</p> <p>today 22:4,5 52:19 57:9,20 59:12, 15 60:11,19,22 61:12 65:6 76:16</p> <p>told 8:25 20:19 21:6, 10 26:3,8 34:17 39:20,24,25 41:17,19,23 44:20 46:6,12 47:21,25 48:10, 24 49:4,25 60:7, 17,18 62:16 65:3 67:7,15,20 68:1,4</p> <p>top 55:24</p> <p>total 18:21</p> <p>touch 55:8</p> <p>transferring 51:8</p> <p>triggering 51:13</p> <p>True 51:15</p>	<p>trust 5:15 7:3 64:21</p> <p>truth 80:21</p> <p>turned 74:14</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>uh-huh 36:4 47:11 51:21 54:14,19 62:2 65:21 66:24</p> <p>unable 33:17</p> <p>uncle's 42:4 49:7</p> <p>underneath 62:9</p> <p>understand 14:24 28:18 36:10 40:12 42:1 52:22 55:13 65:15,16, 19 66:3 68:16, 19,25 69:1 81:4</p> <p>understanding 5:8 20:2 21:8 32:20 43:13 44:4,11 48:13 51:1,7 64:13 65:25 66:4,6 72:1 75:13 83:14 85:16</p> <p>understood 20:10 74:7</p> <p>unquestionably 74:13</p> <p>unwilling 17:8 44:25 45:1</p>	<hr/> <p style="text-align: center;">V</p> <hr/> <p>verbally 28:22</p> <p>versus 5:4</p> <p>voice 12:14</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>wanted 47:23 85:13</p> <p>wanting 21:19</p> <p>wastewater 10:16 11:25 12:3 25:2 34:14</p> <p>water 11:24</p> <p>Wayne 23:6</p> <p>well-played 43:21</p> <p>wife 18:14 22:2,3 68:13</p> <p>Willie's 9:24 11:7,15</p> <p>wishes 5:19 6:3,4 13:18 35:21 36:6 50:20,21 77:8</p> <p>withdraw 64:3</p> <p>witnesses 72:21 73:8</p> <p>wordily 82:8</p> <p>words 52:25 53:1</p>
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work

9:22 24:24,25
28:13 29:24
30:17,24,25
31:10,15 32:4,5,
7 33:3 76:7

worked

21:12

working

45:25 46:5

write

11:8

written

22:21 27:3 39:6
78:9

wrong

39:20

Y

y'all

48:20 56:5
57:22

year

74:21

years

49:19

yesterday

27:18,21

York

42:18

PLAINTIFF'S EXHIBIT
 23-3404
 10-21-2024

Parcel Property Report

Deed Book/Page: 9802 / 294
 Plat Book/Page: D294 / 5
 Property Card (Scanned 2019)

Addresses in Parcel
 1083 LEACH RD, ROCK HILL,

Public Safety
 Emergency Planning Zone: C-2
 Learn more & View Dispatch Info

Political
 Check voting and political information for this parcel

Zoning
 Check zoning for this address

Stormwater
 Check flood hazards and stormwater information for this address

Services / Utilities
 Check services and utilities for this address

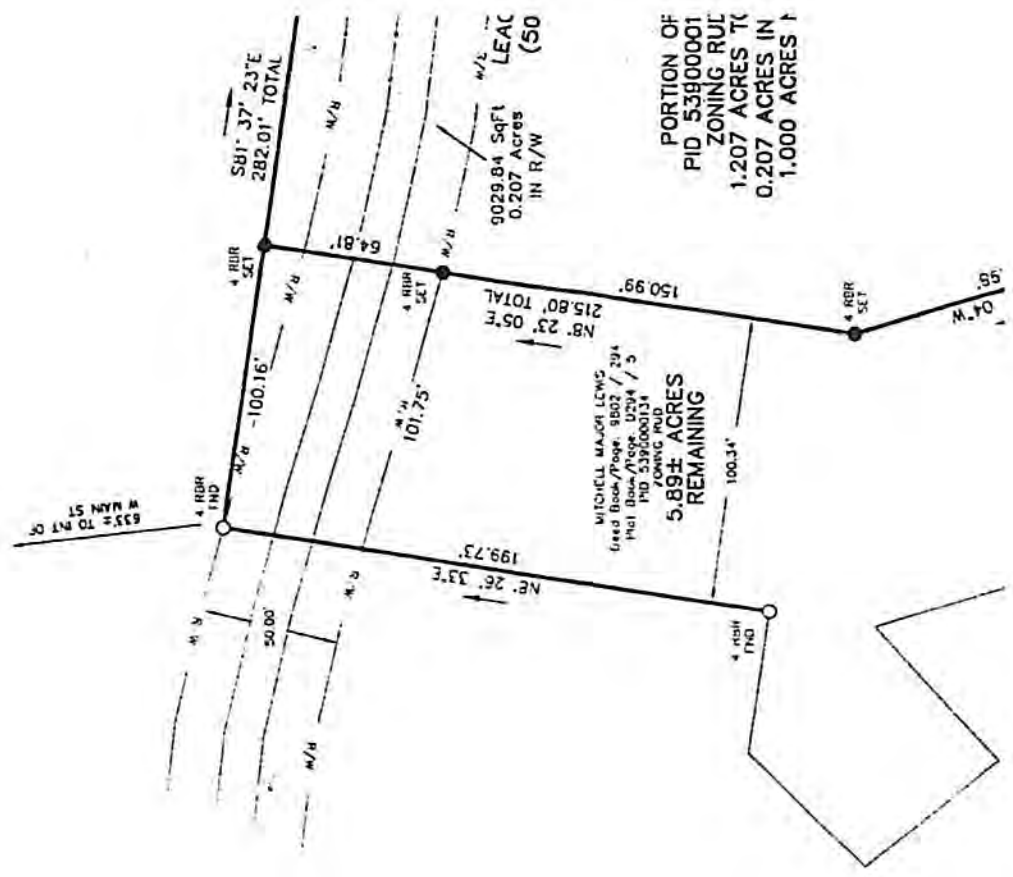


Report Address or Parcel Error
 This report is provided by the GIS department of the York County Government, SC.
 Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, York County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

LEGEND

PROPERTY CORNER	○
4" PIN SET (#4 REBAR)	●
4" NOT SET	⊙
5" VALVE	⊖
TELEPHONE MANHOLE	⊕
UTILITY SEWER MANHOLE	⊗
FORM SEWER MANHOLE	⊘
WATER VALVE	⊙
WATER METER	⊖
TELEPHONE PEDESTAL	⊕
ELECTRIC PEDESTAL	⊗
ELECTRIC MANHOLE	⊘
POP INLET	⊙
TROUGH BASIN	⊖
SEWER CLEAN OUT	⊗
WATER METER	⊕
WATER POLE	⊖
ELECTRIC HYDRANT	⊗
WATER POLE	⊕
IRRIGATION VALVE	⊙
3" TELEPHONE PEDESTAL	⊕
ELECTRICAL TRANSFORMER	⊗
3" WATER OFF VALVE	⊖
ELECTRIC METER	⊙
KEY LINE	—
JOINER LINE	—
RIGHT OF WAY LINE	— R/W
UTILITY LINE	—
SEWAGE LINE	—
BACK LINE	—
ICE LINE	—

PG 0350 / 1



PORTION OF
PID 53900001
ZONING RULE
1.207 ACRES TO
0.207 ACRES IN
1,000 ACRES

OVERHEAD ELECTRIC	OH	---
GAS LINE	UG	---
SANITARY SEWER	SS	---
WATER LINE	UW	---
UNDERGROUND ELECTRIC	UE	---
UNDERGROUND FIBER	UF	---
OVERHEAD TELEPHONE	OH	---
UNDERGROUND CABLE	UC	---
UNDERGROUND FORCE MAIN	FM	---
UNDERGROUND STORM PIPE	ST	---
UNDERGROUND TELEPHONE	UT	---
FENCE LINE SPLIT RAIL	U	---
FENCE LINE WOOD	()	---

NOTES:

- 1.) NO TITLE COMMITMENT WAS PROVIDED TO BE USED IN PREPARING THIS PLAT.
- 2.) PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS AND EASEMENTS, NOT SHOWN ON THIS PLAT.

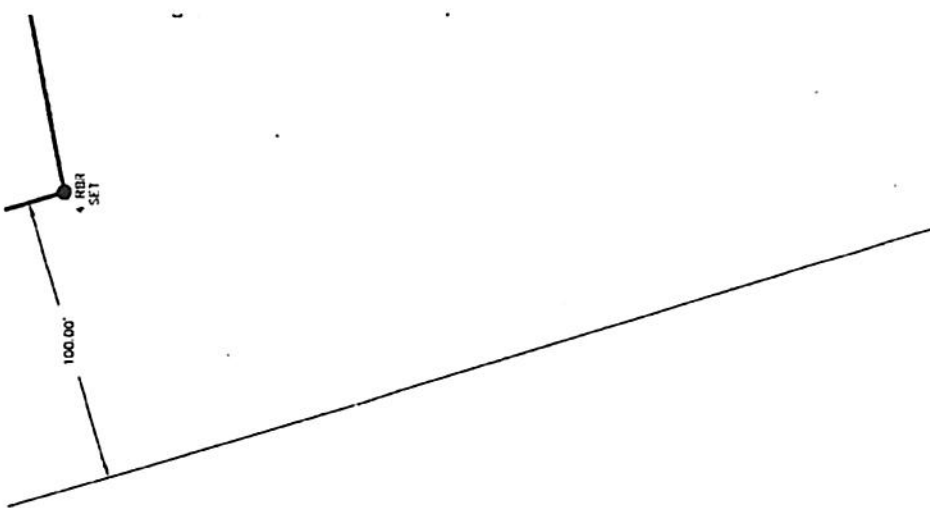
TAX MAP PARCEL #5390000134
 Deed Book/Page: 9802 / 294
 Plat Book/Page: D294 / 5
 Plat Book/Page: D350 / 1

GRAPHIC SCALE

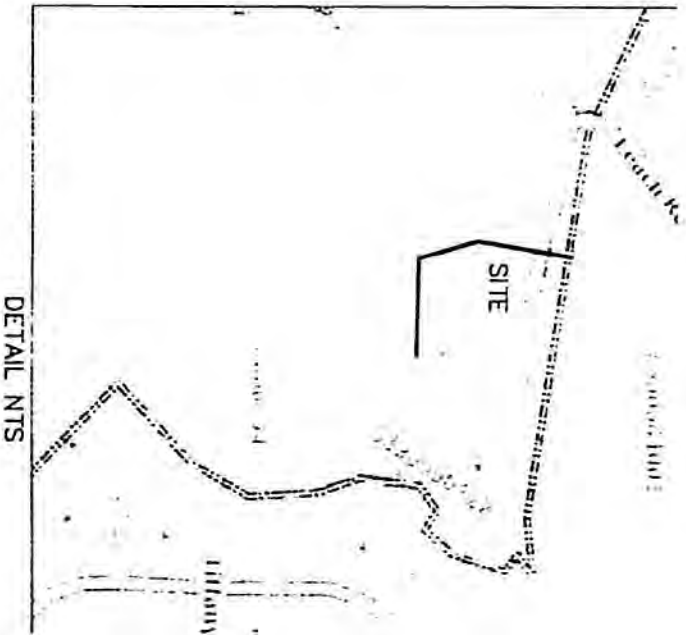
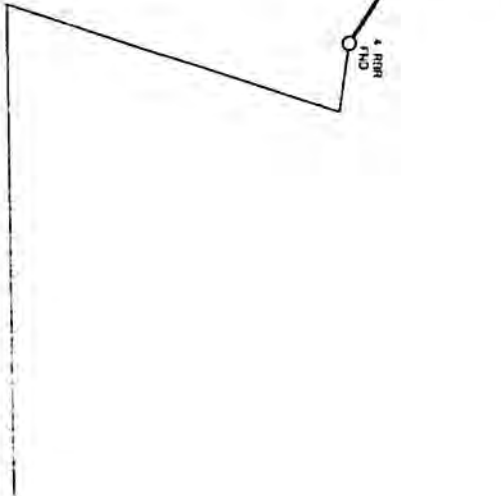
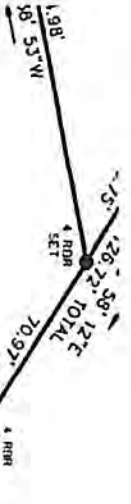


(IN FEET)
 1 inch = 60 ft.

PLAINTIFF'S EXHIBIT
 J. 23-3404



MAJOR LEWIS
 HT. 9802 / 394
 98. 0294 / 5
 50000134
 NC RUL
 ACRES
 AINING



property lies within a Zone X unshaded area as designated on all Insurance Rate Map, Community Panel: 45091C030JF, effective on 05/16/2017.

all lines or parcels have been created.
 reference Deeds / Plots as noted.
 by state that to the best of my knowledge, information, belief, the survey shown herein was made in accordance with requirements of the Standards of Practice Manual for Surveying in North Carolina, and meets or exceeds the requirements for a survey as specified therein.

TERRY W. HUCKS PLS
 SC 110618 3/9/22

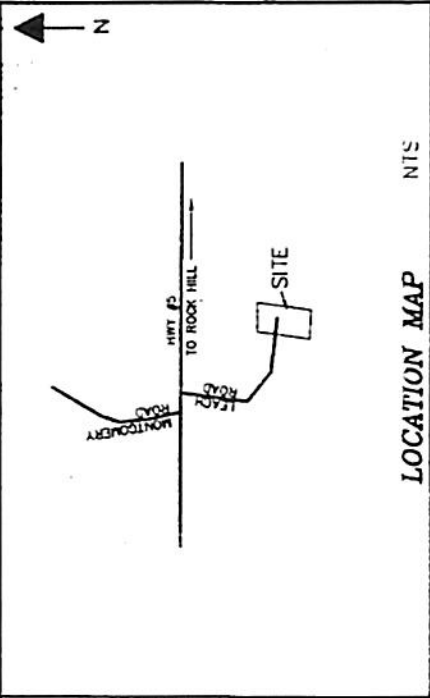


SUBDIVISION SURVEY FOR
RONALD MITCHELL
 PORTION OF PID 5390000134
 EBENEZER TOWNSHIP
 YORK COUNTY, SOUTH CAROLINA

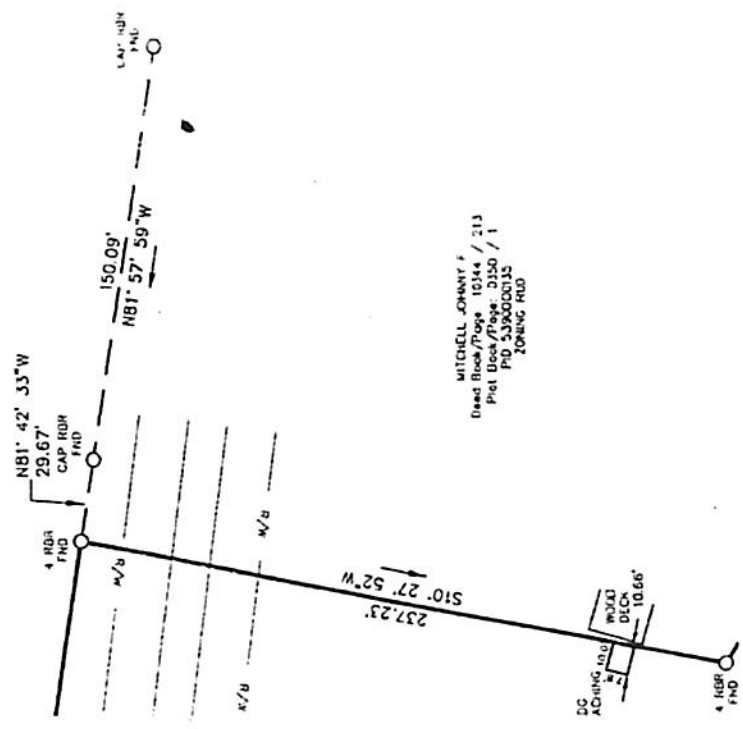
HUCKS and ASSOCIATES, P
 Land Surveyors and Land Planners
 5212 Hampton Ridge Road
 Rock Hill, SC 29732

803-366-4677 803-366-4128

SCALE: 1" = 50' DATE: MAR 3 2022 FILE NO: 22162 CHK BY: TWH



SETBACKS
FRONT 25'
SIDES 10'
REAR 25'



MITCHELL, JOHNNY F.
Deed Book/Page: 10344 / 213
Plat Book/Page: D150 / 1
PID: 5390000135
ZONING: R/R

Payment Receipt

Hucks and Associates, PC
5212 Hampton Ridge Rd.
SC 29732

Received From:
Mitchell, Ronald
Ronald Mitchell
1108 Leach Rd.
Rock Hill, SC 29732

Date Received	05/23/2022	Payment Amount	\$600.00
Payment Method	Cash		
Check/Ref. No.	CASH		

Invoices Paid

Date	Number	Amount Applied
04/22/2022	17426	-5600.00





Willie's Grading & Septic Service



Willie McCleod
2966 Boss Wylie Road
Rock Hill, SC 29730




Cell: (803) 984-9572
Cell: (803) 984-8573



INVOICE

Ronnie Mitchell	DATE 3/21/22
1760 Squife Rd RH, SC 29730	

QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1		Pump out Septic		275.00
				
PLEASE PAY FROM THIS INVOICE				
TOTAL				275.00



Willie's Grading & Septic Service



Willie McCleod
2966 Boss Wylie Road
Rock Hill, SC 29730

Cell: (803) 984-9572

Cell: (803) 984-8573



INVOICE

Kandice Mitchell

DATE 03-11-23

leach Rd
Rock Hill, SC 29732

803-342-7930

(804) 551-3285

QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		<p>Site of House</p> <p>100ft</p> <p>40ft 40ft 40ft</p> <p>TANK</p> <p>300ft of Drain field 100 gal Tank D-Bodes in box shape 100ft from House to drain field. Draw field is enough for A 3bedroom 2 bath</p>		
PLEASE PAY FROM THIS INVOICE				
TOTAL				



Willie's Grading & Septic Service

On-site Wastewater Inspection



Pre-Inspection Contract, signed by Client is attached to Inspection

Property Address Leach Rd Street
Rock Hill City SC 29732 Zip

Client Name: L. W. Mitchell

Current owner of Record 03-11-23

Date of Inspection: 03-11-23

Advertised number of bedrooms as stated in MLS or as stated in attached sworn statement by owner or owner's representative

Gallons per day for designed system size or number of bedrooms as stated in available local health department information

Inspection shall include any part of the system located more than 5 feet from the primary structure that is a part of the operations permit

Copy of Operations permit from _____ County Environmental Health Attached

Operations permit not available

System requires a certified subsurface water pollution control system operator pursuant to G.S. 90A-44

Current Operator's Name _____

Most recent performance, operation and maintenance reports are attached not available

Type of water supply Well Public Water Community Water Spring

Location of Septic Tank and septic tank details:

- _____ ft from house or structure
- _____ ft from well if applicable
- _____ ft from water line if applicable and readily visible
- _____ ft from property line if said property lines are known
- 15 distance from finished grade to top of tank or access riser
- N/A Access riser(s) yes no Describe _____
- Yes Tank lids intact yes no
- N/A Tank has baffle wall yes no Describe condition of baffle wall: _____
- N/A Inflow to tank is noted as sufficient
- N/A Inflow to tank is noted as insufficient or blocked
- Yes Water level in tank is relative to tank outlet
- Yes Outlet T is present yes no Describe condition of Outlet T: _____
- N/A Outlet has filter yes no Describe condition of filter: _____
- Yes Effluent leaves the outlet yes no
- N/A Roots present in tank yes no Describe extent of roots: _____
- _____ Evidence of tank leakage Describe: _____
- N/A Evidence of non-permitted connections, such as downspouts or sump pumps
- _____ Connection present from house to tank
- Yes Connection present from tank to next component
- 4% Percentage of solids in tank
- _____ Unable to locate tank. System inspection cannot be completed until tank is located

Date tank was last pumped _____ unknown

Client requesting this inspection has been advised that for a complete inspection to be performed the tank needs to be pumped. Client has declined to have the tank pumped at inspection and hereby acknowledges they have so declined.

Client Signature _____ Date _____



Willie's Grading & Septic Service



On-site Wastewater Inspection

Pre-Inspection Contract, signed by Client is attached to Inspection

Property Address Leach Rd Street
Rock Hill City SC 29732 St Zip

Client Name: Londa Mitchell

Current owner of Record 03-11-23

Date of Inspection: 03-11-23

Advertised number of bedrooms as stated in MLS or as stated in attached sworn statement by owner or owner's representative

Gallons per day for designed system size or number of bedrooms as stated in available local health department information

Inspection shall include any part of the system located more than 5 feet from the primary structure that is a part of the operations permit

Copy of Operations permit from _____ County Environmental Health Attached

Operations permit not available

System requires a certified subsurface water pollution control system operator pursuant to G.S. 90A-44

Current Operator's Name _____

Most recent performance, operation and maintenance reports are attached not available

Type of water supply Well Public Water Community Water: Spring

Location of Septic Tank and septic tank details:

_____ ft from house or structure

_____ ft from well if applicable

_____ ft from water line if applicable and readily visible

_____ ft. from property line if said property lines are known

1ft distance from finished grade to top of tank or access riser

NO Access riser(s) yes no Describe _____

Yes Tank lids intact yes no

NO Tank has baffle wall yes no Describe condition of baffle wall: _____

NO Inflow to tank is noted as sufficient

NO Inflow to tank is noted as insufficient or blocked

Yes Water level in tank is relative to tank outlet

Yes Outlet T is present yes no Describe condition of Outlet T: _____

NO Outlet has filter yes no Describe condition of filter: _____

Yes Effluent leaves the outlet yes no

NO Roots present in tank yes no Describe extent of roots: _____

Evidence of tank leakage Describe: _____

NO Evidence of non-permitted connections, such as downspouts or sump pumps

Connection present from house to tank

Yes Connection present from tank to next component

4% Percentage of solids in tank

Unable to locate tank. System inspection cannot be completed until tank is located

Date tank was last pumped _____ unknown

Client requesting this inspection has been advised that for a complete inspection to be performed the tank needs to be pumped. Client has declined to have the tank pumped at inspection and hereby acknowledges they have so declined.

Client Signature _____ Date _____

Does system have pump tank? yes (complete blanks below) no

_____ ft from house or structure
_____ ft from well or spring if applicable
_____ ft from water line if applicable
_____ ft. from property line if property lines are known
_____ ft from septic tank
_____ Distance from finished grade to top of tank or access riser
Access risers in place yes no
Describe type of access risers: _____
Describe condition of tank lids _____
Location of control panel: _____
Condition of control panel: _____
Audible and visible alarms (as applicable) work
Pump turns on and effluent is delivered to next component
Unable to operate pump due to lack of electricity at site at time of inspection

Dispersal field: Type of system: Conventional Accepted Innovative Experimental Controlled
 Demonstration Pretreatment; Type of Pretreatment _____

Brief Description of System Type _____
_____ ft. from property line if property lines are known
7ft ft from septic/pump tank
3 # of lines
30 length of lines
N/A Evidence of past or current surfacing at time of inspection
Briefly describe: _____
N/A Evidence of traffic over the dispersal field
N/A Vegetation, grading and drainage noted that may affect the condition of the system or system components
Y/N Effluent is reaching the dispersal field

Conditions present that prevented or hindered the inspection

Adverse conditions present that require repair or subsequent observation or warrants further evaluation by the local health department. Description of adverse condition: _____

Consequences of the adverse condition: _____

Client should contact _____ County Environmental Health and/or a certified on-site wastewater contractor

Other pertinent facts noted during inspection: _____

Inspector Name: Willie McLeod Certification # _____

Address 2966 Boss wylie rd

Phone 252-984-8573

No representation, warranties or opinions are hereby given, written or expressed otherwise, as to the future performance of onsite wastewater system described herein. This onsite wastewater system inspection is a presentation of system facts in place on date of inspection.

Inspector Signature: Willie McLeod Date _____



PLANNING & DEVELOPMENT SERVICES
 18 W. LIBERTY STREET, PO BOX 96
 YORK, SC 29745-0096
 PHONE (803) 909-7200 / FAX (803) 909-7227

INDIVIDUAL PLAT APPROVAL REQUEST
****PLEASE ALLOW 5 BUSINESS DAYS FOR PROCESSING****

OFFICE USE ONLY		
Review Fee:	Culvert Fee:	Family Exemption: Yes <input type="checkbox"/> No <input type="checkbox"/>

Applicant Name: Mr. Ronald Mitchell
 Applicant Phone #: _____ Applicant Email Address: _____
 Property Owner(s): Mr. Major Mitchell
 Property Owner Address: _____
 Property Owner Phone #: _____ Property Owner Email Address: _____
 Address of Subdivided Property: 1083 Leach Road Rock Hill, SC 29732 Tax Map #: 5390000134

Items required for submittal (please check off submitted items):

- Initial Submittal: One (1) DIGITAL copy of plat.

 Online Plan Submittal – access the website at www.yorkcountypov.com/permitting
 Log in or create an account then select "Create Project"

 Upon Completed Review and Approval: Minimum five (5) plats with surveyors raised seal.
- (Family Exemption) If approval is for a lot being deeded to an immediate family member, please provide the following items:
 - Copy of the draft deed that specifies the relationship from the Grantor to Grantee (ex: Mother to son/daughter etc.).
 - SCDHEC letter or proof of septic system if proposed lot is less than 2 acres.
- If approval is for a new lot that is subdivided out of a larger parcel, reconfiguring lot lines or combining lots, please provide the following items:
 - SCDHEC letter or proof of septic system if proposed lot is less than 2 acres.
 - Proof of service of public water & sewer system or community well.
 - The remainder of the property must meet zoning requirements for minimum lot size.

Additional items for your information:

- The property owner may be subject to culvert fees should the property be part of a larger common plan or if there are existing or proposed multiple culvert cuts for the property.
- You will be contacted when the review is completed.
- Fees are due after completed review of the plat.

Deed/ Covenant Restriction Agreement: (Multiple Owners, see page 2)

Major Mitchell have read and understand the deed/covenants and restrictions for
 (Property Owner)
1083 Leach Rd, Rock Hill, Sc 29732
 (Subdivision Name and Property Address)

The subdividing of my property, 5390000134, in no way violates or is in conflict with the deed/covenants
 (Tax Map #)

and restrictions. I also understand if this statement is found to be false, the approval of the plat will be null and void.

Property Owner Signature: [Signature] Date Submitted: _____

Any information provided on this document may be subject to the South Carolina Freedom of Information Act and may be disclosed to third parties in accordance with applicable law.



INDIVIDUAL PLAT APPROVAL REQUEST

Multiple Owners Signature Page

We, the property owners, have read and understand the deed/covenants and restrictions for
1083 Leach RoRd, Rock Hill, SC 29732

(Subdivision Name and Property Address)

The subdividing of our property, 5390000134, in no way violates or is in conflict with the deed/covenants
(Tax Map #)

and restrictions. We also understand if this statement is found to be false, the approval of the plat will be null and void.

Checking the box next to your signature indicates your understanding and acceptance that the above statement is true.

Property Owner Signature: 
Property Owner Printed Name: Major Mitchell Date Submitted: _____

Property Owner Signature: _____
Property Owner Printed Name: _____ Date Submitted: _____

Property Owner Signature: _____
Property Owner Printed Name: _____ Date Submitted: _____

Any information provided on this document may be subject to the South Carolina Freedom of Information Act and may be disclosed to third parties in accordance with applicable law.

RECEIPT		DATE <u>February 7, 2023</u>	No. <u>291501</u>
RECEIVED FROM <u>Ronald Mitchell</u>		\$ <u>150.00</u>	
<u>One Hundred-Fifty</u>		<u>00/100</u> DOLLARS	
<input type="checkbox"/> FOR RENT <input checked="" type="checkbox"/> FOR <u>Legal Service</u>			
ACCOUNT	<u>150 00</u>	<input checked="" type="checkbox"/> CASH <input type="checkbox"/> CHECK	FROM <u>R. Mitchell</u> TO <u>VDP</u>
PAYMENT	<u>150 00</u>	<input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CREDIT CARD	BY <u>Vanetta A. K.</u>
BAL DUE	<u>1</u>		

RECEIPT		DATE <u>January 10, 2023</u>	No. <u>278727</u>
RECEIVED FROM <u>Ronald Mitchell</u>		\$ <u>200.00</u>	
<u>Two Hundred</u>		<u>00/100</u> DOLLARS	
<input type="checkbox"/> FOR RENT <input checked="" type="checkbox"/> FOR <u>Legal Service (Flat Fee)</u>			
ACCOUNT	<u>350 00</u>	<input checked="" type="checkbox"/> CASH <input type="checkbox"/> CHECK	FROM <u>R. Mitchell</u> TO <u>VDP</u>
PAYMENT	<u>200 00</u>	<input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CREDIT CARD	BY <u>Vanetta A. K.</u>
BAL DUE	<u>150 00</u>		

The Law Office of Neil T. Phillips, LLC

30 North Congress Street, Suite 106
York, South Carolina 29745
Phone: (803) 810-5423
Fax: 1-877-501-9002
Email: neil@neilphillipslaw.com



Date: January 10, 2023

VIA IN PERSON Delivery

Mr. Ronald Mitchell

RE: Property/ Location: 1108 Leach Road, Rock Hill, SC 29732
SUBJECT: Register of Deed/DHEC/Septic Tank Approval and Placement

Dear Mr. Mitchell:

I appreciate your selection of this firm to represent you in the above-referenced matter(s). By this letter, I wish to confirm our agreement regarding the terms and conditions of my representation, including the attorney's fee and costs.

Our firm will bill you on a Flat Fee basis for the above-referenced matter. The Flat Fee for legal service is \$350.00. The initial cash payment received is \$200.00. The remainder of the Flat Fee (\$150.00) is due in 30 days on or before February 10, 2023.

The legal service will provide the extended correspondence with DHEC, the York County Register of Deeds Office, and Buck's Land Surveys to complete the above matters for the settlement of the property and its use located at 1108 Leach Road, Rock Hill, SC 29732.

You will be responsible for all actual out-of-pocket costs we incur on your behalf. Costs include travel expense, online database retrieval charges (Lexis, Westlaw, etc.), filing fees, and other litigation related expenses.

I reserve the right to charge an additional fee if the case goes to trial.

I reserve the right at all times to withdraw from your representation in the event that a conflict arises, or in the event that you have failed to satisfy any monthly billing within sixty days from the date of such statement, or in the event that there is a substantial disagreement

Ronald Mitchell
Property Settlement
York County, South Carolina



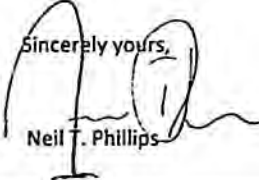
Page 1 of 2

between us which render this firm unable to continue to provide you with effective legal counsel. Should that occur, I will provide you with adequate notice so that you may have the opportunity to employ other counsel. All information you give to our law firm is confidential, including your name, address and telephone number(s) and will not be provided to a third party without your consent.

The firm will retain your file after completing work on this matter for up to seven (7) years. We will contact you in writing and inform you if we would like to destroy the file after seven (7) years. You will then have a reasonable opportunity to pick up the original file, to have it sent to you, or, to give us permission to destroy the file. If you do not respond within the stated time period, we will destroy the file.

If you agree with the terms and conditions of my representation as set forth in this letter, please sign and date this letter and return the signed copy in the pre-addressed envelope. A signed copy of the letter will be provided for your records.

I look forward to working with you on this matter and if you have any questions, please do not hesitate to contact me.

Sincerely yours,

Neil T. Phillips

I have read the provisions of this letter, and I agree and accept the terms of representation as set forth herein.

NO GUARANTEES HAVE BEEN MADE AS TO WHAT AMOUNTS, IF ANY, YOU MAY BE ENTITLED TO RECOVER IN THIS CASE OR THE FINAL OUTCOME IN THIS CASE.

Dated this 10th day of January, 2023


Ronald Mitchell

Ronald Mitchell
Property Settlement
York County, South Carolina

Page 2 of 2

YOUR HOME LOAN TOOLKIT

A Step-By-Step Guide

Mitchell
Mobile Home Purchase

Attor
12/12/2022

Financial

803 722-2007

cfpb Consumer Financial
Protection Bureau

Guardian Fidelity Mortgage, Inc.

223 E. Main Street
Rock Hill, SC 29730
(803) 329-2007

116 E. Gay Street
Lancaster, SC 29720
(803) 313-6005

We welcome the opportunity to service your mortgage loan request. There is a possibility that this transaction will result in a mortgage on your home. In compliance with Federal and State Laws, we have provided the below selected (x) items for your review. Please sign where indicated and return in person or by mail.

- | | |
|--|--|
| <input checked="" type="checkbox"/> HUD Booklet Guide | <input checked="" type="checkbox"/> Loan Estimate |
| <input checked="" type="checkbox"/> Uniform Residential Mortgage Application | <input checked="" type="checkbox"/> Intent to Proceed |
| <input checked="" type="checkbox"/> Service Provider List | <input type="checkbox"/> Section 32 High-Cost Loan Form |
| <input checked="" type="checkbox"/> ECOA/Agency/Appraisal Form | <input type="checkbox"/> Mortgage Credit Disclosure |
| <input checked="" type="checkbox"/> Attorney Insurance Preference List | <input type="checkbox"/> Servicing Disclosure |
| <input checked="" type="checkbox"/> Credit Authorization | <input type="checkbox"/> Non-Owner Occupied Affidavit |
| <input checked="" type="checkbox"/> Privacy Notice | <input checked="" type="checkbox"/> Authorization to Release Information |
| <input checked="" type="checkbox"/> Credit Reporting Disclosure | <input type="checkbox"/> Statement of Borrower's Benefits |
| <input type="checkbox"/> Notice to Co-Signer | <input type="checkbox"/> Escrow Disclosure |
| <input checked="" type="checkbox"/> Counselors List | <input type="checkbox"/> Closing Disclosure |

You have applied for a mortgage loan. Please make sure that you continue to make all of your scheduled payments to your creditors. We ask that you refrain from applying for or obtaining any additional credit until your loan has closed. Any additional debt or payments may result in your failure to qualify for the loan that you have requested.

Appraisal Notification: We may order an appraisal to determine the property's value and charge you for this appraisal. We will give you a copy of the appraisal at least three days prior to closing, and even if your loan does not close. You can obtain and pay for an additional appraisal for your own use at your own cost.

If your mortgage is secured by your primary residence, Federal Law requires that you obtain pre-loan counseling as a condition prior to closing your mortgage loan. There is a cost associated with this counseling that will need to be paid at time of counseling.

Your mortgage loan has already been through some basic underwriting. However, the following items need to be provided in order for final underwriting conditions to be met. Please submit the following:

- 2 Recent Pay Stubs for Each Applicant
- Last year's W-2 for Each Applicant and/or Tax Return
- Social Security/Disability Award Letter
- Copy of Recent Bank Statement Showing Automatic Deposit of Benefits
- Copy of the Sales Contract for Purchase Transactions
- \$350 for the Appraisal Fee
- Copy of Homeowner's Insurance Showing Coverage Dates *when you find mobile home you can borrow*

If you intend to proceed with this mortgage loan, you are required to sign these forms where indicated and return to us as soon as possible in order for us to continue processing your loan request. You are not required to complete this transaction merely because you have received these disclosures or have signed a loan application.

Applicant's Signature _____ Date _____ Applicant's Signature _____ Date _____

Please include the following information:

THIS FORM IS NOT INTENDING OR IMPLYING LOAN COMMITMENT
NMLS #278220
Loan Originator: Howard H. Wright, Jr., NMLS#278553



Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> V.A. <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (Explain):	Agency Case Number	Lender Case Number
	<input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		
Amount	Interest Rate	No. of Months	Amortization Type:
\$ 30,000.00	15.000 %	180	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain):
			<input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP)	No. of Units
1108 Leach Road, Rock Hill, SC 29730	1
Legal Description of Subject Property (attach description if necessary)	Year Built
	York

Purpose of Loan	<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (Explain):	Property will be:
	<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
Complete this line if construction or construction-permanent loan.		
Year Lot Acquired	Original Cost	Amount Existing Liens
	\$	\$
		(a) Present Value of Lot
		\$
		(b) Cost of Improvements
		\$
		Total (a-b)
		\$
Complete this line if this is a refinance loan.		
Year Acquired	Original Cost	Amount Existing Liens
	\$	\$
		Purpose of Refinance
		Cash-Out/Other
		Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
		Cost: \$
Title will be held in what Name(s) Ronald L. Mitchell, Bobbie Jean Mitchell		Manner in which Title will be held
Source of Down Payment, Seller's Charges and/or Subordinate Financing (explain)		Estate will be held in:
		<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Borrower		Co-Borrower	
III. BORROWER INFORMATION			
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)	
Ronald L. Mitchell		Bobbie Jean Mitchell	
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
247-17-9084		06/21/1958	
<input type="checkbox"/> Married <input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower)	<input type="checkbox"/> Married <input type="checkbox"/> Separated	Dependents (not listed by Borrower)
<input type="checkbox"/> Unmarried (include single, divorced, widowed)	no. ages	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	no. ages
Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent
1108 Leach Road Rock Hill, SC 29730		1108 Leach Road Rock Hill, SC 29730	
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address	
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent
	No. Yrs.		No. Yrs.

Borrower		Co-Borrower	
IV. EMPLOYMENT INFORMATION			
Name & Address of Employer		Name & Address of Employer	
Social Security		Bedgear	
<input type="checkbox"/> Self Employed	Yrs. on this job	<input type="checkbox"/> Self Employed	Yrs. on this job
	Yrs. employed in this line of work/profession		Yrs. employed in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer		Name & Address of Employer	
<input type="checkbox"/> Self Employed		<input type="checkbox"/> Self Employed	
Dates (from - to)		Dates (from - to)	
Monthly Income		Monthly Income	
\$		\$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer		Name & Address of Employer	
<input type="checkbox"/> Self Employed		<input type="checkbox"/> Self Employed	
Dates (from - to)		Dates (from - to)	
Monthly Income		Monthly Income	
\$		\$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

VI. ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.) Property Address (enter S if sold, PS if pending sale, or R if rental being held for income)		Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
			\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$
Totals			\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION

a. Purchase price	\$
b. Alterations, improvements, repairs	
c. Land (if acquired separately)	
d. Refinance (incl. costs to be paid off)	1,500.00
e. Estimated prepaid items	1,500.00
f. Estimated closing costs	1,865.00
g. PMI, MIP, Funding Fee	
h. Discounts (if Borrower will pay)	0.00
i. Total costs (add items a through h)	4,965.00
j. Subordinate financing	
k. Borrower's closing costs paid by Seller	
l. Other Credits (explain)	
Application Deposit	
Earnest Money	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	30,000.00
n. PMI/MIP, Funding Fee financed	0.00
o. Loan amount (add m & n)	30,000.00
p. Cash from Borrower (subtract j, k, l & o from i)	(25,035.00)

VIII. DECLARATIONS

If you answer "Yes" to any questions a through l, please use continuation sheet for explanation.

	Borrower		Co-Borrower	
	Yes	No	Yes	No
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Are you a U.S. citizen?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(1) What type of property did you own -- principal residence (PR), second home (SH), or investment property (IP)?
 (2) How did you hold title to the home -- solely by yourself (S), jointly with your spouse (SP), or party with another person (O)?

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation of the information contained in this application, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be made for the purpose of obtaining a residential mortgage loan; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are true; (5) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application; (6) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (7) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (8) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (9) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (10) my transmission of this application as an "electronic record" containing my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgment. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X Ronald L. Mitchell		X Bobbie Jean Mitchell	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

Loan Originator's Signature		Date
Loan Originator's Name (print or type) Edward H. Wright Jr.		Loan Originator's Phone Number (including area code) (803) 329-2007
Loan Originator's Company Name Guardian Fidelity Mortgage, Inc.		Loan Originator's Company Address 223 E. Main Street, P.O. Box 12248 Rock Hill, SC 29731
Loan Originator's Identifier 278553	Loan Originator's Company Identifier 278220	

Demographic Information Addendum. This section asks about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

Ethnicity: Check one or more

- Hispanic or Latino
 Mexican Puerto Rican Cuban
 Other Hispanic or Latino - *Print origin:* _____

For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.

- Not Hispanic or Latino
 I do not wish to provide this information

Sex

- Female
 Male
 I do not wish to provide this information

Race: Check one or more

- American Indian or Alaska Native - *Print name of enrolled or principal tribe:* _____

Asian

- Asian Indian Chinese Filipino
 Japanese Korean Vietnamese

Other Asian - *Print race:* _____

For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.

Black or African American

Native Hawaiian or Other Pacific Islander

Native Hawaiian Guamanian or Chamorro Samoan

Other Pacific Islander - *Print race:* _____

For example: Fijian, Tongan, and so on.

White

I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

Was the ethnicity of the Borrower collected on the basis of visual observation or surname? NO YES

Was the sex of the Borrower collected on the basis of visual observation or surname? NO YES

Was the race of the Borrower collected on the basis of visual observation or surname? NO YES

The Demographic Information was provided through:

- Face-to-Face Interview (includes Electronic Media w/ Video Component) Telephone Interview Fax or Mail Email or Internet

Borrower Name: Ronald L. Mitchell

Initials: _____

Uniform Residential Loan Application
 Freddie Mac Form 65 • Fannie Mae Form 1003
 Revised 09/2017

Additional Details for Services You Can Shop For

To get you started with shopping, this list identifies some providers for the services you can shop for (see Section C on page 2 of your Loan Estimate).

Service Provider List

You can select these providers or shop for your own providers.

Service	Provider We Identified	Contact Information
Title - Attorney's Fee	Tracey H. Reynolds, Attorney at Law	Mrs. Tracey H. Reynolds, Attorney at Law Reynolds 134 St. Johns Court, Rock Hill, SC 29730 (803) 328-0150
Title - Attorney's Fee	Gatlin Law Firm	Mr. Earl Gatlin 118 S. Confederate Avenue, Rock Hill, SC 29730 (803) 327-7171
Title - Attorney's Fee	Gaston, Marion & Stubbs Attorney at Law	124 Gadsden Street, Chester, SC 29706 (803) 385-2114
Title - Attorney's Fee	Brice Law Firm	9 North Roosevelt Street, York, SC 29745 (803) 684-4452
Title - Attorney's Fee	Bradford & Harshaw, P.A.	4 East Liberty Street, York, SC 29745 (803) 684-4888
Title - Attorney's Fee	Gregory H Patterson, LLC	Mr. Greg Patterson 225 East Floyd Baker Blvd., Gaffney, SC 29340 (864) 489-0830
Title - Attorney's Fee	Sarah U Shiflett, PA	Mrs. Sarah Shiflett 205 West Meadow Street, Gaffney, SC 29341 (864) 489-0830
Title - Attorney's Fee	Haselden, Owen & Boloyan	Mr. Hank Owen 303 North Main Street, Clover, SC 29710 (803) 222-4783
Title - Attorney's Fee	Francis Bell Law Firm	Francis Bell 312 N. Main St, Lancaster, SC 29720 (803) 283-8476
Title - Attorney's Fee	Trimnal & Myers, LLC	Brian Trimnal 201 W Dunlap St, PO Box 2078, Lancaster, SC 29721 (803) 285-6000
Title - Attorney's Fee	Rick S Chandler, Jr, Attorney at Law	201 N White St., PO Box 36, Lancaster, SC 29721 (803) 283-4131
Title - Attorney's Fee	Hyatt Law Firm	Alton Hyatt 1401 Ebenezer Road, Rock Hill, SC 29732 hyattlawfirm@comporium.net (803) 328-1851

DATE ISSUED: 12/12/2022

APPLICANTS: Ronald L. Mitchell and Bobbie Jean Mitchell

PAGE 1 OF 1

LOAN ID # 1-1071-4

www.bytesoftware.com 800-605-1008

GUARDIAN FIDELITY MORTGAGE, INC.

NMLS #78720

AGENCY TO RECEIVE BORROWER COMPLAINTS

The following agency is designated to receive complaints or inquires about the origination and making of your mortgage:

South Carolina State Board of Financial Institutions
Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, South Carolina 29201
Phone # (803) 734-2020

Web: www.consumerfinance.sc.gov/complaints

MY EXISTING MORTGAGE IS NOT SUBSIDIZED

I confirm that this mortgage loan is NOT refinancing an existing home loan that was consummated as a special mortgage originated, subsidized, or guaranteed by or through a state, tribal, or local government or a nonprofit organization, which either bears a below-market interest rate at the time the loan was originated or has nonstandard payment terms beneficial to the borrower, such as payments that vary with income, are limited to a percentage of income, or are not required at all under specified conditions, and if, as a result of this refinancing, I will NOT lose one or more of the benefits of any special mortgage.

EQUAL CREDIT ACT (ECOA)

The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, handicap, family status (having one or more children under the age of 18) marital status, age (providing the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act, or any state law upon which an exemption has been granted by the Board, the federal agency that administers compliance with this law concerning this financial institution is the Comptroller of the Currency, Consumer Affairs Division, Washington, DC 20219.

YOUR RIGHT TO RECEIVE A COPY OF AN APPRAISAL/REGULATION B

Appraisal Notification: "We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost."

INSURANCE REQUIREMENTS

The amount of hazard insurance required must be no less than the amount of the mortgage or the appraised value less adjustments for site value, if given separately. If the land value is not available, hazard insurance must be for the amount of the mortgage. For Guardian Fidelity Mortgage loans, policy must have replacement value endorsement if insured value does not equal or exceed the amount of the mortgage. These are our minimum requirements. We would suggest that you consult with your insurance agent to assure compliance.

All required insurance coverage must be in effect and proof thereof provided prior to closing together with an endorsement naming the mortgagee, its successors and/or its assigns, as their interests may appear. On condominiums, a certified copy of the master hazard and flood policies together with an endorsement naming the mortgagee, its successors and/or assigns, as their interests may appear on units # _____, must be provided prior to closing.

I acknowledge by my signature that I have received a fully executed copy of this disclosure at the time of my application for a mortgage, it has been fully explained to me and I understand that a copy of this disclosure will be maintained in my file.

Borrower Date

Borrower Date

Guardian Fidelity Mortgage, Inc.
223 E. MAIN STREET
ROCK HILL, SC 29730
803-329-2007

Guardian Fidelity Mortgage, Inc.
116 EAST GAY STREET
LANCASTER, SC 29720
803-313-6005

Mailed to Customer _____ Int. _____

GF1023

ATTORNEY/HOMEOWNERS INSURANCE/TITLE INSURANCE PREFERENCE LIST

(1) I/We have been informed by (the lender) that I (we) have a right to select legal counsel to represent me (us) in all matters of this transaction relating to the closing of this loan.

(a) I select _____ Attorney's Name

Borrowers Signature Date

Borrowers Signature Date

(b) Having been informed of this right, and having no preference, I (we) asked for assistance from the (the lender) and was referred to a list of acceptable attorneys. From that list

I select _____ Attorney's Name

Borrowers Signature Date

Borrowers Signature Date

(2) I (We) have been informed by (the lender) that I (we) have a right to an insurance agent to furnish required HOMEOWNERS INSURANCE in connection with this mortgage transaction relating to the closing of this loan.

(a) I select _____ Agent's Name

Borrowers Signature Date

Borrowers Signature Date

(b) Having been informed of this right, and having no preference, I (we) asked for assistance from the (lender) and was referred to a list of qualified agents. From that list

I select _____ Agent's Name

Borrowers Signature Date

Borrowers Signature Date

Mailed to Customer _____ Int. _____
Loan Originator HOWARD WRIGHT NMLS#278553

South Carolina Law gives you the consumer, the choice of your closing attorney and insurance agent. In case you are not familiar with local attorneys or insurance agents we have listed several to assist you in your choice. If you would like to see additional choices we refer you to the local yellow pages. These are only recommendations, remember you may use any attorney or insurance agent that you choose.

ATTORNEY

INSURANCE

John Gettys, Jr.

Southern Way

Charles Bradford

Peoples First

Hank Owens

Cliff Heath

Alton Hyatt

Polk Insurance

Tom Givens

State Farm

Tom Roper

Nationwide

Melvin McKeowan

Allstate

Pete Currance

Farm Bureau

Tracey Reynolds

Edith Estes

Franklin Pendleton

Estes Ins.

Carrol Pitts

Enterprise Ins.

David Simpson

Robert Folks Ins.

Ivan Walters

Fred Reynolds

Doug Gay

Earl Gatlin

Brian Trimnal

Dan D'Agostino

Mack Brice

William G. Rhoden

CREDIT AUTHORIZATION

* * * * *

1. To all consumer reporting agencies and to all creditors and depositories of the undersigned:

Please be advised that the undersigned, and each of them, has made application to :

GUARDIAN FIDELITY MORTGAGE INC.

NMLS #278220

requesting an extension of credit to the undersigned. Therefore, the undersigned, and each of them, hereby authorizes you to provide credit report and/or a disclosure to Lender or any agent or balance. The undersigned also authorizes you to disclose your deposit or credit experiences with the undersigned to Lender or to third parties.

2. In addition, the undersigned, and each of them, hereby authorizes Lender to disclose to any third party, or any agent or employee thereof, information regarding the deposit or credit experience with any of the undersigned.

3. A photographic or carbon copy of this authorization bearing a photographic or carbon copy of the signature(s) of the undersigned may be deemed to be equivalent to the original hereof and may be used as a duplicate original.

* * * * *

BY:

Borrower _____ Date

Borrower _____ Date

6crdauth

Mailed to Customer _____ Int. _____
Loan Originator HOWARD WRIGHT NMLS#278553

CREDIT REPORTING DISCLOSURE

This notice is to inform you that Guardian Fidelity Mortgage Inc, may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Borrower RONALD L. MITCHELL December 12, 2022
Date

Borrower BOBBIE J. MITCHELL December 12, 2022
Date

Company Representative December 12, 2022
Date
Loan Originator HOWARD WRIGHT NMLS#278553
Loan Origination Company NMLS #278220

1-1071-4
Loan Number

XX0019

NOTICE OF REQUIRED COUNSELING FOR YOUR MORTGAGE LOAN

You are being given this notice because your mortgage application meets the requirements of a high-cost mortgage transaction. At the appropriate time, you will be required to arrange counseling (in person or by phone) with a consumer credit counseling agency of your choice.

When it is time to obtain the counseling, you will need to provide your counselor with a copy of certain documents. We will be supplying them to you at that time and will be happy to assist you with this process.

Your loan closing cannot take place until we receive a counseling certificate for each loan applicant. Please have the certificate faxed or e-mailed to us upon completion.

Attached is a list of the 10 closest agencies to your property address. Some of these agencies may not provide the required type of counseling. If you choose to use one of these counseling agencies, please be sure to request HOEPA HIGH COST CREDIT/DEBT COUNSELING. Each counseling agency sets their own fee and offers numerous types of counseling. It is extremely important that you request the correct type, which is HOEPA HIGH COST CREDIT/DEBT COUNSELING.

One online source is credit.org, and their fee is \$105.00. They offer over the phone counseling, and it takes approximately one hour to complete.

The law requires the following items to be covered/reviewed during your counseling session. The counselor must cover the following: 1.) key terms of the mortgage transaction, as set out in the Lending Disclosure; 2.) your budget, including income, assets, financial obligations, and expenses; 3.) the affordability of the mortgage transaction.

If you have any questions, we will be glad to help you in any way, including forwarding the required documents to a counselor of your choice at the appropriate time.

By signing below, you acknowledge receiving a copy of this disclosure.

Name Date Name Date

Guardian Fidelity Mortgage, Inc.
NMLS #278220

223 E. Main St., Rock Hill, SC 29730
(803) 329-2007 office
(803) 329-2187 fax
ward.wright@guardianfidelity.com

116 E. Gay St., Lancaster, SC 29720
(803) 313-6005 office
(803) 313-6009 fax
parker@guardianfidelity.com

Housing counselors near you

10 CLOSEST RESULTS TO ZIP CODE 29730

12/12/2022

The counseling agencies on this list are approved by the U.S. Department of Housing and Urban Development (HUD), and they can offer independent advice about whether a particular set of mortgage loan terms is a good fit based on your objectives and circumstances, often at little or no cost to you. This list shows you several approved agencies in your area. You can find other approved counseling agencies at the Consumer Financial Protection Bureau's (CFPB) website: consumerfinance.gov/mortgagehelp or by calling 1-855-411-CFPB (2372). You can also access a list of nationwide HUD-approved counseling intermediaries at <https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>

Date List Updated: 11/30/2022

1 ALLIANCE CREDIT COUNSELING, INC.

8000 Corporate Center Dr Suite 1114, Charlotte, NC 28226-4464

Website: <https://www.knowdebt.org>

Phone: (704) 341-1010

Email Address: home@knowdebt.org

Languages:

English

Services:

Mortgage Delinquency and Default Resolution Counseling, Resolving/Preventing Mortgage Delinquency Workshop, Financial Management/Budget Counseling, Financial, Budgeting and Credit Repair Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

2 DreamKey Partners

4601 Charlotte Park Dr Ste 350, Charlotte, NC 28217-1920

Website: <http://www.cmhp.org>

Phone: (704) 342-0933

Email Address: N/A

Languages:

English

Services:

Mortgage Delinquency and Default Resolution Counseling, Resolving/Preventing Mortgage Delinquency Workshop, Financial Management/Budget Counseling, Financial, Budgeting and Credit Repair Workshops, Non-Delinquency Post Purchase Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

3 COMMUNITY LINK

601 E 5th St Ste 500, Charlotte, NC 28202-3003

Website: <http://www.communitylinknc.org>

Phone: (800) 977-1969

Email Address:

Languages:

English

Services:

Mortgage Delinquency and Default Resolution Counseling, Financial Management/Budget Counseling, Financial, Budgeting and Credit Repair Workshops, Services for Homeless Counseling, Non-Delinquency Post Purchase Workshops, Predatory Lending Education Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops, Rental Housing Counseling, Rental Housing Workshops

4 CHARLOTTE CENTER FOR LEGAL ADVOCACY

5535 Albemarle Rd, Charlotte, NC 28212-3610

Website: <https://charlottelegaladvocacy.org/>

Phone: (704) 376-1600

Email Address: info@charlottelegaladvocacy.org

Languages:

English, Spanish

Services:

Mortgage Delinquency and Default Resolution Counseling, Financial Management/Budget Counseling, Fair Housing Pre-Purchase Education Workshops, Home Improvement and Rehabilitation Counseling, Services for Homeless Counseling, Non-Delinquency Post Purchase Workshops, Rental Housing Counseling, Rental Housing Workshops

5 NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA)

5855 Executive Center Dr Suite 400, CHARLOTTE, NC 28212-8881

Website: <https://www.naca.com>

Phone: (606) 230-6222

Email Address: N/A

Languages:

English, Spanish

Services:

Mortgage Delinquency and Default Resolution Counseling, Financial Management/Budget Counseling, Fair Housing Pre-Purchase Education Workshops, Non-Delinquency Post Purchase Workshops, Predatory Lending Education Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

6 NACA (NEIGHBORHOOD ASSISTANCE CORPORATION OF AMERICA) CHARLOTTE, NC

5500 Executive Center Dr Ste 105, Charlotte, NC 28212-8821

Website: <https://www.naca.com>

Phone: (704) 536-7876

Email Address: N/A

Languages:

English, Spanish

Services:

Mortgage Delinquency and Default Resolution Counseling, Financial Management/Budget Counseling, Fair Housing Pre-Purchase Education Workshops, Non-Delinquency Post Purchase Workshops, Predatory Lending Education Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

7 CITY OF GASTONIA

150 S York St, Gastonia, NC 28052-4121

Website: <https://cityofgastonia.com>

Phone: (704) 866-6752

Email Address: danetted@cityofgastonia.com

Languages:

English

Services:

Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops

8 MONROE-UNION COUNTY COMMUNITY DEVELOPMENT CORPORATION

349 E Franklin St, Monroe, NC 28112-4823

Website: <https://www.muccdc.com>

Phone: (704) 283-8804

Email Address: smuccdc@carolina.rr.com

Languages:

English, Spanish

Services:

Mortgage Delinquency and Default Resolution Counseling, Resolving/Preventing Mortgage Delinquency Workshop, Financial Management/Budget Counseling, Financial, Budgeting and Credit Repair Workshops, Fair Housing Pre-Purchase Education Workshops, Home Improvement and Rehabilitation Counseling, Non-Delinquency Post Purchase Workshops, Predatory Lending Education Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops, Rental Housing Counseling

9 MONEY MANAGEMENT INTERNATIONAL - CHARLOTTE, N.C. BRANCH

10130 Perimeter Pkwy Ste 200, Charlotte, NC 28216-0197

Website: <http://www.moneymanagement.org>

Phone: (866) 232-9080

Email Address: counselinginfo@moneymanagement.org

Languages:

English, Spanish

Services:

Mortgage Delinquency and Default Resolution Counseling, Non-Delinquency Post Purchase Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops, Rental Housing Counseling

10 CLEVELAND COUNTY COMMUNITY DEVELOPMENT CORPORATION

823 W Warren St, Shelby, NC 28150-5063

Website: <http://clevelandcounty.cdc.org>

Phone: (704) 480-7701

Email Address: cccdc@bellsouth.net

Languages:

English

Services:

Mortgage Delinquency and Default Resolution Counseling, Resolving/Preventing Mortgage Delinquency Workshop, Financial Management/Budget Counseling, Financial, Budgeting and Credit Repair Workshops, Fair Housing Pre-Purchase Education Workshops, Home Improvement and Rehabilitation Counseling, Non-Delinquency Post Purchase Workshops, Predatory Lending Education Workshops, Pre-purchase Counseling, Pre-purchase Homebuyer Education Workshops, Rental Housing Counseling, Rental Housing Workshops

Borrower Ronald L Mitchell _____ Date _____

Co-Borrower Bobbie Jean Mitchell _____ Date _____

3 of 3

www.byassoftware.com 800-695-1008

Loan Estimate

DATE ISSUED 12/12/2022
APPLICANTS Ronald L. Mitchell
 Bobbie Jean Mitchell
 1108 Leach Road
 Rock Hill, SC 29730
PROPERTY 1108 Leach Road
 Rock Hill, SC 29730
EST. PROP. VALUE \$75,000.00

LOAN TERM 15 years
PURPOSE Refinance
PRODUCT Fixed Rate
LOAN TYPE Conventional FHA VA
LOAN ID # 1-1071-4
RATE LOCK NO YES, until 01/12/2023 at 12:00 PM

Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on 12/27/2022 at 12:00 PM

Loan Terms		Can this amount increase after closing?
Loan Amount	\$30,000	NO
Interest Rate	15%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$419.88	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments	
Payment Calculation	Years 1-15
Principal & Interest	\$419.88
Mortgage Insurance	+ 0
Estimated Escrow <i>Amount can increase over time</i>	+ 200
Estimated Total Monthly Payment	\$620
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$200 a month
This estimate includes: <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i>	
	In escrow? YES YES

Costs at Closing	
Estimated Closing Costs	\$4,165 <i>Includes \$2,525 in Loan Costs + \$1,640 in Other Costs - \$0 in Lender Credits. See page 2 for details.</i>
Estimated Cash to Close	-\$24,335 <i>Includes Closing Costs. See Calculating Cash to Close on page 2 for details.</i>

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools.

Additional Information About This Loan

LENDER	Guardian Fidelity Mortgage, Inc.	MORTGAGE BROKER
NMLS/ _ LICENSE ID	278220	NMLS/ _ LICENSE ID
LOAN OFFICER	Howard H Wright Jr.	LOAN OFFICER
NMLS/ _ LICENSE ID	278553	NMLS/ _ LICENSE ID
EMAIL	howard.wright@guardianfidelity.com	EMAIL
PHONE	(803) 329-2007	PHONE

Comparisons		Use these measures to compare this loan with other loans.
In 5 Years	\$27,718	Total you will have paid in principal, interest, mortgage insurance, and loan costs.
	\$3,975	Principal you will have paid off.
Annual Percentage Rate (APR)	15%	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	151.919%	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations

Appraisal	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 5% of the over due payment.
Liability after Foreclosure	Taking this loan could end any state law protection you may currently have against liability for unpaid debt if your lender forecloses on your home. If you lose this protection, you may have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
Refinance	Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
Servicing	We intend <input checked="" type="checkbox"/> to service your loan. If so, you will make your payments to us <input type="checkbox"/> to transfer servicing of your loan.

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Ronald L Mitchell

Date

Bobbie Jean Mitchell

Date

LOAN ESTIMATE

PAGE 3 OF 3 - LOAN ID # 1-1071-4

Notice of Intent to Proceed with Loan Application	
Date	12/12/2022
Company	Guardian Fidelity Mortgage, Inc. 223 E. Main Street P.O. Box 12248 Rock Hill, SC 29731
Borrower(s) Name:	Ronald L. Mitchell Bobbie Jean Mitchell
Property Address	1108 Leach Road Rock Hill, SC 29730

Each of the undersigned Borrower(s), having received a copy of a Loan Estimate, dated 12/12/2022, hereby expresses his or her intention to continue with the loan application covered by the Loan Estimate.

DO NOT SIGN THIS FORM UNLESS YOU WISH TO PROCEED WITH THE LOAN APPLICATION COVERED BY THE LOAN ESTIMATE. IF YOU DO WISH TO PROCEED, PLEASE RETURN A SIGNED AND DATED COPY OF THIS NOTICE OF INTENT TO PROCEED TO THE LOAN ORIGINATOR.

Borrower Ronald L. Mitchell _____ Date _____ Borrower _____ Date _____

Borrower Bobbie Jean Mitchell _____ Date _____ Borrower _____ Date _____

www.byrsoftware.com 800-695-1008

AUTHORIZATION TO RELEASE INFORMATION

I/We hereby authorize Guardian Fidelity Mortgage Inc to acquire any and all credit information that they may require for the purpose of a credit transaction. I/We hereby instruct any and all creditors, past or present, and all government agencies including the U.S. Department of Health and Human Services, Social Security Administration, to furnish Guardian Fidelity Mortgage Inc with any information they may request and to complete any form or verifications attached to this authorization. Any reproduction of this Authorization, whether delivered by mail, fax, or other transmission shall have the same effect as any original signature(s). I/We further authorize Guardian Fidelity Mortgage Inc to release information to any of Guardian Fidelity Mortgage Inc affiliated lenders, assigns, investors and other entities as may be required.

NAME: RONALD L. MITCHELL SS#: 247-17-9084

ADDRESS: 1108 LEACH ROAD

CITY: ROCK HILL STATE: sc ZIP: 29730-0000

SIGNATURE: _____ DATE: _____

NAME: BOBBIE J. MITCHELL SS#: 249-11-9859

ADDRESS: 1108 LEACH ROAD

CITY: ROCK HILL STATE: sc ZIP: 29730-0000

SIGNATURE: _____ DATE: _____

FACTS

WHAT DOES GUARDIAN FIDELITY MORTGAGE, INC. DO WITH YOUR PERSONAL INFORMATION?

Rev. 12/2010

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Income and payment history
- Credit scores and employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Guardian Fidelity Mortgage, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Guardian Fidelity Mortgage, Inc. share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call: 803-329-2007 or 1-888-638-1912

Who we are	
Who is providing this notice?	Guardian Fidelity Mortgage, Inc. NMLS #278220
What we do	
How does Guardian Fidelity Mortgage, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Guardian Fidelity Mortgage, Inc. collect my personal information?	We collect your personal information, for example, when you open an account or apply for a loan. Provide employment information or give us your employment history. Apply for financing. Give us your income information. We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes - information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing your nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Guardian Fidelity Mortgage, Inc. has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Guardian Fidelity Mortgage, Inc. does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ <i>Guardian Fidelity Mortgage, Inc. does not jointly market financial products.</i>
Other important information	
I acknowledge receipt of this document	
BORROWER _____	DATE _____
BORROWER _____	DATE _____
Mailed to Customer _____ Int. _____ Loan Originator HOWARD WRIGHT NMLS#278553	

The Law Office of Neil T. Phillips, LLC
30 N Congress St., Suite 106
York, SC 29745

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK) **TITLE TO REAL PROPERTY**

KNOW ALL MEN BY THESE PRESENTS, that **MAJOR LEWIS MITCHELL**, hereinafter referred to as "Grantor", in the State and County aforesaid, for and in **NO CONSIDERATION – OUTRIGHT GIFT** to my brother, **Ronald Mitchell 1108 Leach Road, Rock Hill, South Carolina 29732**, hereinafter the "Grantee", has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, his/her/their heirs and assigns forever, the following described real property, to wit:

LEGAL DESCRIPTION: ALL THAT CERTAIN LOT OF LAND LYING, BEING AND SITUATE ON THE SOUTHERN SIDE OF YORK HIGHWAY (S.C. HWY. 5) IN EBENEZER TOWNSHIP, YORK COUNTY, SOUTH CAROLINA, CONTAINING 1.000 ACRES AS SHOWN ON PLAT ENTITLED "SUBDIVISION SURVEY FOR RONALD MITCHELL" DRAWN BY HUCKS AND ASSOCIATES, PC DATED MARCH 3, 2022 AND RECORDED IN PLAT BOOK D294, PAGE 5, OFFICE OF THE YORK COUNTY CLERK OF COURT AND IS BY REFERENCE INCORPORATED HEREIN AS PART OF THIS DESCRIPTION.

DERIVATION: THIS BEING A PORTION OF THE REAL PROPERTY CONVEYED TO MAJOR LEWIS MITCHELL BY DEED RECORDED FEBRUARY 12, 2008 IN BOOK 9802 AT PAGE 294, RMC OFFICE FOR YORK COUNTY.

(see attachment)

Tax Map Number: 539 0000 134

**GRANTEE(S) ADDRESS: 1108 LEACH ROAD
YORK, SOUTH CAROLINA 29745**

This deed prepared by The Law Office of Neil T. Phillips, LLC, Attorney at Law, without any certification, statement, or findings as to chain of title, liens, or other encumbrances.

1108 LEACH ROAD, ROCK HILL, SOUTH CAROLINA 29732
Title to Real Property/MAJOR MITCHELL TO RONALD MITCHELL



Page 1 | 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

AFFIDAVIT

Date of Transfer of Title
(Closing Date) _____, 2023

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 is located at 1108 LEACH ROAD, ROCK HILL, South Carolina 29732 , bearing Tax Map # 539 0000 134, being transferred by MAJOR LEWIS MITCHELL to RONALD MITCHELL on _____, 2023.
3. Check one of the following: **The Title to Real Property 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, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) X **EXEMPT** from the deed recording fee because conveyed as Title to Real Property
(If exempt, please skip items 4-6 and go to item 7 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (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: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES" the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) -0- the amount listed in item 4 above;
 - (b) -0- the amount listed in item 5 above (no amount place zero)
 - (c) -0- Subtract Line 6(b) from Line 6(a) and place the result.

1108 LEACH ROAD, ROCK HILL, SOUTH CAROLINA 29732
Title to Real Property/MAJOR MITCHELL TO RONALD MITCHELL

Page 3 | 4

7. The deed recording fee dues is based on the amount listed on line 6 (C) above and the deed recording fee due is: -0-

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____

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

Signature Grantor, Grantee, or Legal Representative
connected with the transaction

MAJOR LEWIS MITCHELL
Printed Name

SWORN TO and subscribed before me
this _____ day of _____, 2023.

(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

After recording return to:
Gatlin Law Firm
P.O. Box 964
Rock Hill, S. C. 29731

200800005217
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
02-12-2008 At 10:12 ar.
NOTICE 10.00
OR Vol 9802 Page 201 - 304

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

REAL ESTATE
RIGHT OF FIRST REFUSAL

Subject to the terms and conditions below, Major Lewis Mitchell, (Mitchell), hereby extends to Ralph E. Edwards, Jr., (Edwards) a right of first refusal to purchase the hereinafter described property.

Consideration. The consideration for granting this right of first is part of a settlement agreement.

Property Description. The property involved in this option is: 8.1 acre tract shown on plat recorded in Plat Book D294, Page 5, Office of the Clerk of Court for York County, South Carolina.

Term. The right of first refusal shall commence upon the execution of this instrument and shall not expire until the earlier of: (a) the refusal of Edwards, under the terms set forth below, to accept the offer of purchase, or (b) the death of Ralph E. Edwards, Jr.

Exercise of Right. Should Mitchell decide to sell the property, he must first offer the property to Edwards in writing. Edwards will have a period of fourteen days from the day he receives written notice from Mitchell in which to accept or refuse the offer. If written acceptance is not received by Mitchell within the above time period, Edwards will be deemed to have refused the offer. Should Mitchell fail to sell the property at the price offered to Edwards and later be willing to sell the property for a lesser price, Mitchell must first offer the property to Edwards at the lesser price. Edwards will have another fourteen day period in which to accept or refuse the offer. Each time Mitchell offers the property at a value less than the amount it was offered to Edwards, Mitchell must first offer the property to Edwards.

Terms of Payment. If Edwards accepts the offer from Mitchell, the purchase price, as agreed upon, will be payable at closing.

Closing. If Edwards accepts the offer, closing shall be at the agreement of the parties, not more than thirty (30) days following the receipt by Mitchell of the written notice of acceptance. The time for closing may be extended for an additional fourteen days if Edwards pays an additional Five Hundred and no/100 (\$500.00) Dollars to Mitchell not more than twenty-five (25) days following the receipt by Mitchell of the written notice of acceptance. The \$500.00 shall be credited towards the purchase price.

Closing Costs. The usual custom concerning the payment of closing costs, fees and expenses shall be observed.

Proration of Charges. All taxes will be prorated on a 360-day basis. Any roll-back taxes will be split between the parties.

Risk of Loss. Prior to closing the risk of loss to the Property shall be borne by Mitchell.



Possession and Inspection. Possession is to be delivered at closing. However, at any time after an offer from Mitchell, Edwards shall have the right to enter the Property to inspect and perform reasonable environmental, soils and/or other feasibility tests, provided that the Property shall not suffer waste, undue nuisance, or any alteration or modification that damages or reduces the value of the Property. Edwards shall indemnify and hold Mitchell harmless from any and all liability or damage arising out of the entry and use of the Property by or on behalf of Edwards.

Conveyance. At closing Mitchell shall deliver a good and marketable fee simple title, by general warranty deed, free and clear of all liens and encumbrances, except for normal easements, rights-of-way and restrictive covenants; subject to zoning ordinances and regulations, building restrictions, and any state of facts an accurate survey would show.

Title Defects. Should Edwards' title examination disclose a defect in the title, Edwards shall promptly notify Mitchell and Mitchell shall have a reasonable opportunity to cure said defect, or to arrange for a title insurance policy insuring over said defect. If they are unable to cure said defects (including any violation of state, federal, or local laws concerning the Property) or make such arrangements for title insurance, Edwards may terminate this agreement and shall be entitled to a refund of its deposit.

Environmental Warranties. Mitchell represents and warrants to Edwards, that, to the best of his knowledge: [a] no industrial activities, manufacturing or processing activities, have been conducted on the Subject Property, [b] no "hazardous substance" (as defined in The Comprehensive Environmental Response Compensation and Liability Act of 1980) has been discharged, deposited, stored, placed or disposed of on the Subject Property and that the Subject Property is free from any "hazardous waste" (as defined in the Solid Waste Disposal Act), [c] no hazardous material including petroleum products has been released into the environment, or deposited, discharged, placed or disposed of at, on or near the property, nor has the property been used at any time by any person as a landfill or a waste disposal site, [d] there are no underground storage tanks situated on the Subject Property, and there are no injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the property, nor is there any basis for such claims lawsuits, proceedings or investigations being instituted or filed.

Assignment. Edwards may assign this Right of First Refusal in whole or in part to a third party or entity without penalty or forfeiture of any rights of option.

Forfeiture of Deposit. (a) If Mitchell's offer is not properly accepted, the money mentioned in Consideration shall be completely forfeited, unless otherwise provided herein. (b) If Mitchell's offer is properly accepted, but Edwards fails to close, the money mentioned in Consideration and Closing shall be completely forfeited, unless otherwise provided herein.

Default. If either party defaults in this agreement, the other party may, in addition to any other remedies, institute suit for specific performance, or damages, or both, and in such cases the defaulting party shall be responsible for the payment of all reasonable costs of litigation, including attorney fees.

Enforceability. All the terms of this Right of First Refusal shall be binding upon and inure to the benefit of and be enforceable against the successors and assigns of the parties hereto.

Entire Agreement. This Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 25 day of January, 2008.

In the presence of:

[Signature] Major Lewis Mitchell
Major Lewis Mitchell

[Signature] Ralph E. Edwards, Jr.
Ralph E. Edwards, Jr.

Julia K Shank

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

PROBATE

PERSONALLY APPEARED before me Elizabeth S. Owen who on oath states that (s)he saw the above-named Major Lewis Mitchell and ~~Ralph E. Edwards, Jr.~~ sign, seal, and as their act and deed deliver the within written right of first refusal, and that (s)he, together with Julia K Shank witnessed the execution thereof.

SWORN to before me this 25 day of January, 2008.

[Signature]
Notary Public for South Carolina
My Commission expires: 11/17/2014

[Signature]

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF YORK)

PERSONALLY APPEARED before me Julia K. Shank who on oath states that (s)he saw the above-named Ralph E. Edwards, Jr. sign, seal, and as his act and deed deliver the within written right of first refusal, and that (s)he, together with Joshua B. Vann witnessed the execution thereof.

SWORN to before me this 28th
day of January, 2008

Earl N. Gath
Notary Public for South Carolina
My Commission Expires: 8-27-12

Julia K Shank

809802 80304

RECEIVED

May 21 2026

SC Court of Appeals

CERTIFICATE OF COUNSEL

This is to certify that the Record of Appeal contains all material proposed to be included by both parties and no other material has been added as required by Rule 210(G).

/s/ Millie Shaw

Millie Shaw, SC Bar #106088

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Attorney for Appellant

May 13, 2026

