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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin Dukes III, Master in Equity

Appellate Case No. 2023-001519
Case No. 2020-CP-07-01507

James Reid and Sarania Reid, Respondents,

v.

Carrie Gaston Henderson, Appellant.

RECORD ON APPEAL

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Savannah, GA 31401
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Appellant Pro Se

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RECORD ON APPEAL INDEX

Orders

Order Granting Summary Judgement May 31, 2023	1
Order Denying Motion for Reconsideration July 26, 2023	12
Order Denying Motion to Stay May 21, 2024	14
Order Granting Master in Equity January 3, 2023.....	15
Order Denying Motion to Recuse March 8, 2023.....	20
Notice of ADR July 27, 2020	22
Notice of Appeal October 5, 2023	24
Amended Notice of Appeal Dec 21, 2023.....	25

Pleadings and Motions

Summons and Complaint with Exhibits (4) July 27, 2020.....	32
Proof of ADR March 16, 2022	44
Consent Order of Reference July 28, 2022	46
Response to Consent Order of Reference August 7, 2022.....	50
Notice of Motion & Motion to Refer September 6, 2022.....	51
Notice of Motion & Motion for Summary Judgement September 16, 2022	54
Memo In Support of Plaintiff's Motion for Summary Judgement March 7, 2023.....	55
Amended Memo in Support of Plaintiff's Motion for Summary Judgement 4/4/23.....	62
Exhibit 1 – 14	70
Response to Motion for Summary Judgement September 24, 2022.....	118
Motion to Recuse March 1, 2023.....	122
Motion for Reconsideration June 16, 2023.....	124

Other Documents

Petition for Writ of Eviction April 30, 2024	149
Affidavit of James Reid April 30, 2024.....	153
Defendant's ADR Exhibits 1- 34.....	155
Certificate of Appellant.....	189

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 2020-CP-07-01507
	)	
JAMES REID AND SARANIA REID	)	NON-JURY
	)	
Plaintiff(s),	)	
	)	
vs	)	ORDER GRANTING
	)	PLAINTIFFS' MOTION FOR
CARRIE GASTON HENDERSON	)	SUMMARY JUDGMENT
	)	
Defendant(s).	)	
	,	

THIS MATTER CAME BEFORE THE COURT for a hearing on May 15, 2023, on the Plaintiff's motion for summary judgment filed on September 16, 2022, which seeks a judgment against Defendant for trespass and an order compelling Defendant to remove Defendant's mobile home from Plaintiffs' property. Present at the hearing was Plaintiff, Sarania Reid and her attorney, Chereese T. Handy, and Defendant Carrie Gaston Henderson, appearing Pro-Se.

PROCEDURAL HISTORY

James Reid and Sarania Reid ("Plaintiffs") brought this action for trespass against Carrie Gaston Henderson, ("Defendant"), seeking an order from this Court compelling Defendant to remove Defendant's mobile home from Plaintiffs' property.

On July 27, 2020, the Plaintiffs filed their Summons and Complaint. In their Complaint, Plaintiffs allege causes of action for 1) trespass, stating that Defendant's mobile home unreasonably remains on Plaintiffs' property after Plaintiffs have demanded that Defendant remove the mobile home from their property; 2) a permanent injunction, stating that Defendant's intentional actions will constitute a continuing trespass until the Defendant's mobile home and personal property are removed from Plaintiffs' property, and 3) as an alternative relief, Plaintiffs request an Order issuing a Writ of Ejectment.

On September 21, 2020, Defendant filed a “complaint,” purporting to be a response to Plaintiffs’ Complaint, alleging, among other things, that 1) “The deed that James Reid and Sarania Reid have, cannot be a legal deed because Attorney Dore forged information on said deed”; 2) “The deeds were illegally altered”; 3) “I asked the court to remove Dore from this case and my request was granted because of conflict of interest”; and 4) “Dore had already changed the deed and sold the land...”

On March 28, 2022, Defendant filed a document stating, among other things, that “James and Sarania Reid bought this land from Herman Cunningham and Mr. Leon Goodrum Real Estate Management Inc April 19, 2016,” and alleging a conflict of interest in a previous case concerning the 113-acre tract.

On September 6, 2022, Plaintiffs filed their Motion to Refer this action to this Court. Plaintiffs’ Motion to Refer was granted on January 3, 2023. On September 16, 2022, Plaintiffs filed their Motion for Summary Judgment. On September 26, 2022, Defendant filed a response to Plaintiffs’ Motion for Summary Judgment, stating, among other things, that 1) “There is conflict of interest, fraudulent, misrepresentations, frame and cover up within this case”; 2) “My mother told me to put my mobile home on this land in the year 1995”; and 3) “My land was stolen from me.”

Now, therefore, from viewing the pleadings and the relevant evidence presented in the light most favorable to the Defendant, Plaintiffs’ motion for summary judgment **IS GRANTED** for the reasons set forth below:

FINDINGS OF UNDISPUTED FACTS

1. I find that the real property which is the subject of this action is situated in Beaufort County, South Carolina, described as 22.961 acres, more or less, and shown on a plat prepared for

Beaufort Jasper Comprehensive Health Services and Cunningham Real Estate by Zyad A, Khalil, RLS, dated July 15 2010 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 131 at Page 10.

2. I find that the subject property is derived from a tract of land containing 113 acres, more or less of land in the Cheechessee-Lowbottom area in Beaufort County.

3. As set forth in Civil Action No. 90-CP-07-0310, in a quiet title action against Cecil Gaston, Jr. A/K/A Cecil J. Gaston, Jr. A/K/A Cecil J. Gadsden, Jr. (“Cecil Gaston”)

¹concerning the 113 acres, I find that this Court rendered several Orders as follows:

- a. By an Order dated June 18, 1991, this court made the following conclusions:
 - i. Cecil J. Gadson, Jr. owns a one-half interest in the real property and the timber;
 - ii. That the remaining heirs, Eliza Gadsden Tremble, Emily Mitchell, Alice Gadsden Perry and Doris Gadsden Green, Lisa Roacher, Linda Mason, Herbert Mason, Herman Gaston, and Louise Gadsden Floyd Williams, collectively own one-half interest; and
 - iii. Cecil Gaston defrauded the heirs and converted the timber proceeds to his use
- b. As set forth in an Order dated April 8, 1995, this Court issued an order against the heirs of Cecil Gaston (Cecil Gaston died intestate on February 15, 1993), awarding plaintiffs in that action additional lands representing \$151,146.27.
- c. I find, pursuant to an Order dated February 20, 1998:
 - i. that the judgment against Cecil Gaston had accrued to \$209,718.47;
 - ii. that “After being advised of [the] offer, the Gadsden heirs who were present rejected the offer. After they rejected the offer it was pointed out to them that they would receive nothing.” I find that the Order further stated that “The Court reached this determination because the judgement, \$209,718.47, is more than one-half of the value of the whole, \$399,000.00, and therefore this Court has determined that

¹ All references herein regarding Cecil Gaston are made using that name, but on several pleadings and court documents Cecil Gaston is also referred to as, Cecil Gaston, Jr., Cecil J. Gaston, Jr. or Cecil J. Gadsden, Jr.

Plaintiffs, named below, are entitled to ownership of the whole 113 acres, less those acres belonging to ‘Simmons’...’; and

- iii. that fee simple title in the 113 acres, as shown on a plat made by Gasque & Associates on 2/9/95, attached to said order, is vested in the following persons: Louise Floyd Williams, Eliza Gaston Tremble, Heirs of Emily Mitchell, Alice Green Perry, Doris Gaston Green, Lisa Roacher, Linda Mason, Herbert Mason, and Herbert Gaston.

4. I find further that this Court awarded none of the 113 acres of land to the Heirs of Cecil Gaston.

5. I find that the persons awarded the 113 acres entered into a voluntary partition and settlement agreement, and the terms of the said agreement were reduced to an Order dated October 15, 2001. Pursuant to said Order, the Court signed all deeds of conveyance in accordance with the Order to effectuate an orderly and timely transfer of title to the properties pursuant to the stipulated agreement. To wit, the Master-in-Equity, Thomas Kemmerlin, Jr., executed the following deeds transferring property shown on a survey prepared by David E. Gasque dated February 9, 1995, last revised on August 9, 2001, and recorded in Plat Book 84 at Page 43:

- a. A deed dated December 25, 2001, conveying to Carolyn Tremble and Anthony Keith Murrell Green title to the parcel designated as “HAROLD GREEN” containing 22 acres; Said deed is recorded in Record Book 1520 at Page 162, and a corrective deed is recorded in Record Book 1579 at Page 1037.
- b. A deed dated December 25, 2001, conveying to Robert James Erkhart, III, title to the parcel designated as “DORIS GREEN” containing 11 acres; said deed is recorded in Record Book 1520 at Page 160, and a corrective deed is recorded in Record Book 1579 at Page 1039.

6. I find that Carolyn Trimble and Anthony Keith Murrell Green sold the 22-acre parcel to Cunningham Real Estate Management, Inc. and Leon Goodrum by deed dated December

20, 2004 and recorded in Record Book 2079 at Page 466. The 22-acre parcel is designated as “HAROLD GREEN” and shown on a plat prepared by Gasque and Associates, Inc, dated February 9, 1995, last revised on December 17, 2004, and recorded in Plat Book 103 at Page 182.

7. I find that Robert James Erkhart, III, sold the 11-acre parcel, designated as “DORIS GREEN” as shown on the aforementioned plat, to Cunningham Real Estate Management, Inc. and Leon Goodrum, by deed dated December 20, 2004, recorded in Record Book 2079 at Page 462.

8. I find that boundary lines of the 22-acre and 11-acre parcels belonging to Cunningham Real Estate Management, Inc. and Leon Goodrum were reconfigured and adjusted by a survey prepared by Ziad A. Khalil dated July 15, 2010 recorded in Plat Book 131 at Page 10.

9. I find that Plaintiffs purchased the Property from Cunningham Real Estate Management, Inc. and Leon Goodrum for \$182,500.00 by deed dated April 5, 2016, recorded in Record Book 3476 at Page 3028.

10. I find that Defendant is claiming title to the Property as an heir of Cecil Gaston and Defendant’s mobile home is located on Plaintiffs’ property.

11. Defendant’s mobile home is registered in the State of South Carolina and identified by Beaufort County Assessor’s office as a 1996 Mirage/Horton/Gray-Navy/A Ser# H202086/HUD-876059/76x16. I find that the mobile home is not Henderson’s primary residence.

12. I find that on September 17, 2019, Plaintiffs demanded that Defendant remove her mobile home from Plaintiffs’ property, which Defendant refused to do so.

CONCLUSIONS OF LAW

13. Summary judgment is available when “there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Henderson v. Allied Signal, Inc., 37 S.C. 179, 644 S.E. 2d 724 (2007). “Summary judgment is completely appropriate

when a properly supported motion sets forth facts that remain undisputed or *contested in a deficient way*.” David v. McLeod Reg. Med. Ctr., 367 S.C. 242, 250, 626 S.E. 2d 1,5 (2006) (emphasis added). Further, summary judgment is appropriate when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ” USAA Prop. And Cas. Ins. Co. v. Clegg, 377 S.C. 643, 661 S.E. 2d 791 (2008).

14. The Property that is the subject of this litigation is located in Beaufort County, South Carolina, and this Court has jurisdiction to hear the matters set forth herein.

15. A valid judgment has already determined that the heirs of Cecil Gaston did not retain any property from 113-acre tract. Therefore, Defendant does not own any interest in the Property by virtue of being an heir of Cecil Gaston. See Hilton Head Ctr. of South Carolina, Inc. v. Pub. Serv. Commn of South Carolina, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987); *accord* Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 512 S.E.2d 106 (1999). Accordingly, I conclude that the issues raised in Defendant’s responses are barred by the doctrine of Collateral Estoppel and Res Judicata.

16. Defendant failed to make a showing sufficient to establish fraud because Defendant has neither established the essential elements of fraud with particularity nor has Defendant offered any evidence in the record to support a fraud claim. See Rule 9(b) SCRCP; Charleston Development Company, LLC v. Alami citing Hansson v. Scalise Builders of S.C., 374 S.C. 352, 357-58, 650 S.E. 2d 68,71 (2007). See also Tommy L. Griffin Plum. & Heat Co. v. Jordan, Jones, & Goulding, Inc., 351 S.C. 459, 570 S.E. 2d 197 (Ct. App 2002) (Movant may rely on lack of evidence in the record.). Accordingly, I find that Defendant failed to establish a sufficient claim that Plaintiffs’ deed was “forged.”

17. Defendant has offered no valid evidence in the record to rebut the presumption of validity of Plaintiffs' deed. See Lewis v. Pope, 86 S.C. 285, 296 (S.C. 1910). Accordingly, I find that Plaintiffs' deed is presumed to be valid in all respects.

18. Defendant's occupation of Plaintiffs' property is without Plaintiffs' permission, consent or authority, thereby constituting trespass on Plaintiffs' property.

19. For reasons set forth above, there exists no genuine issue of material fact, and Plaintiffs are entitled to a judgment in their favor as a matter of law.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant shall, within sixty (60) days from the date of this Order, remove her mobile home from the Property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if Defendant fails to remove the mobile home within the 60-day period, storage charges shall be assessed, in the amount of \$25.00 (Twenty Five Dollars), per day, until such time that the mobile home is removed from the Plaintiffs' property. Additionally, the court shall enter a judgment against Defendant for the outstanding storage charges, which may include additional legal costs and fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if after ninety (90) days from the date of this Order, a Writ of Ejectment shall be issued without further delay for the Sheriff of Beaufort County, South Carolina, to proceed to Plaintiffs' property to gain access and forthwith remove the mobile home and its contents from the Plaintiffs' property, and deposit the said mobile home and personal property at or near, but not obstructing, the nearest public roadway, or otherwise disposing of said mobile home and personal property as allowed by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall have continuing jurisdiction in this matter for the enforcement of the within Order or any other Order issued by this Court.

AND IT IS SO ORDERED.

[JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW]

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2020-CP-07-01507

JAMES REID AND SARANIA REID

CARRIE GASTON HENDERSON

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Chereese T. Handy

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCp; ☐ Rule 41(a), SCRCp (Vol. Nonsuit); ☐ Rule 43(k), SCRCp (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCp; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **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)
JAMES REID AND SARANIA REID	CARRIE GASTON HENDERSON	\$N/A
		\$

		\$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

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.

[illegible]



Beaufort Common Pleas

Case Caption: James Reid , plaintiff, et al VS Carrie Gaston Henderson

Case Number: 2020CP0701507

Type: Order/Form 4

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2023-05-31 13:40:28 page 12 of 12

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CASE NO: 2020-CP-07-01507

James Reid, et al.,

Plaintiff(s),

vs.

**ORDER DENYING
MOTION FOR RECONSIDERATION**

Carrie Gaston Henderson,

Defendant(s).

This case before me July 26th, 2023, on Defendant, Carrie Gatson Henderson's (hereafter Defendant) Motion for Reconsideration; filed June 19th, 2023. Cherese T. Handy, Esq. appeared for the Plaintiffs and the Defendant appeared Pro-se. This motion moves for reconsideration of my May 31st, 2023, Order Granting Plaintiff's Motion for Summary Judgment.

The movant's motion seeks to have this Court set aside and/or vacate at least two cases from the 1990s which divested her (would be) predecessor in title from ownership. Because of that divestiture, Ms. Henderson does not have title. Ms. Henderson seeks to re-establish her interest by having this Court rule adverse to the prior rulings.

This Court has no authority to reconsider or set aside prior Orders of other Courts.

I hereby respectfully deny the Motion for Reconsideration.

IT IS SO ORDERED:

**Honorable Marvin H. Dukes, III
Master in Equity and Special Circuit Court Judge
for Beaufort County**

July ____, 2023
Beaufort, South Carolina



Beaufort Common Pleas

Case Caption: James Reid , plaintiff, et al VS Carrie Gaston Henderson

Case Number: 2020CP0701507

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

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2020CP0701507

The South Carolina Court of Appeals

James Reid and Sarania Reid, Respondents,

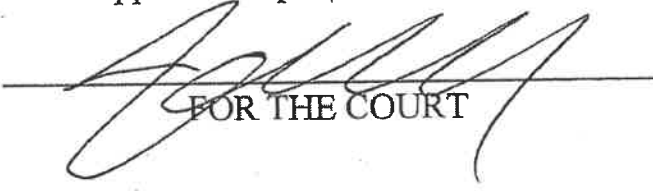
v.

Carrie Gaston Henderson, Appellant.

Appellate Case No. 2023-001519

ORDER

After careful consideration, Appellant's motion to stay is denied. Appellant failed to make the request first to the circuit court, as required by Rule 241(d)(1) of the South Carolina Appellate Court Rules. *See* Rule 241(d)(1), SCACR ("Except where extraordinary circumstances make it impracticable, an application for an order lifting the automatic stay or for supersedeas must first be made to the lower court or administrative tribunal which entered the order or decision on appeal."). Additionally, Appellant has failed to appeal the underlying summary judgment order in this case, and instead has appealed only the circuit court's order denying her motion for reconsideration. Accordingly, even if this court were to impose a stay, it would have no effect on the rulings contained in the summary judgment order. *See* Rule 241(c)(2), SCACR ("In determining whether an order should issue pursuant to this Rule, the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.").


FOR THE COURT

Columbia, South Carolina

cc:

Carrie G. Henderson

Cherese Tommae Handy, Esquire

Thomas J. Rode, Esquire

FILED
May 21 2024

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2020 CP-0701507

James Reid, et al

Carrie Gaston Henderson

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Court

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
- ☐ **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: ☒ Statement of Judgment by the Court: Motion to Refer Filed by Plaintiff 09/06/2022 Granted under Rule 53- Referring to Beaufort Master in Equity. No jury demanded by either party and the issues of this case are equitable in nature. The Plaintiff is responsible for paying the Reference Fee set forth in South Carolina Code of Laws Section 14-11-310; however, if the Plaintiff's case has ended, any remaining party seeking Affirmative Relief shall be responsible for paying the fee. If the case is a Partition Action or Lien Foreclosure the fee amount is \$100.00; for all other types of cases the fee is \$50.00. The Reference Fee shall be paid to the Office of the Master in Equity for Beaufort County within 30 of the date of this Order or the Master will dismiss the case for non-payment of the Reference Fee without further notice.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

For Clerk of Court Office Use Only

ATTORNEY(S) FOR THE PLAINTIFF(S)	ATTORNEY(S) FOR THE DEFENDANT(S)
	CLERK OF COURT

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

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

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The “Information for the Judgment Index” section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the “Judgment in Favor of” column, enter the name of the party to whom the judgment is awarded. In the “Judgment Against” column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the “Judgment Amount” column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate “N/A” in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section “For the Clerk of Court Office Use Only” should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through “Circuit Court Judge” and indicate “Arbitrator” in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.



Beaufort Common Pleas

Case Caption: James Reid , plaintiff, et al VS Carrie Gaston Henderson

Case Number: 2020CP0701507

Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2023-01-03 11:45:29 page 6 of 6

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CASE NO: 2020-CP-07-01507

James Reid, et al.,

Plaintiff(s),

vs.

Carrie Gaston Henderson,

Defendant(s).

ORDER DENYING MOTION TO RECUSE

This case before me March 8th, 2023, for a telephone hearing on Defendant's Motion to Recuse that was filed on March 1st, 2023. Attorney Chereese Handy participated on behalf of the Plaintiffs and the Defendant, Carrie Gaston Henderson, participated Pro-se.

After hearing from parties and review of the filings, it appears that the motion is based on Defendant's dissatisfaction with a ruling that I had previously made in a prior case. I find there is no conflict of interest or other reason for recusal and therefore respectfully deny the motion without prejudice.

IT IS SO ORDERED:

Honorable Marvin H. Dukes, III
Master in Equity and Special Circuit Court Judge
for Beaufort County

March _____, 2023
Beaufort, South Carolina



Beaufort Common Pleas

Case Caption: James Reid , plaintiff, et al VS Carrie Gaston Henderson

Case Number: 2020CP0701507

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2023-03-08 15:07:58 page 2 of 2

NOTICE OF ADR

James Reid
Sarania Reid

2020CP0701507

PLAINTIFF(S)

Filing Date: July 27, 2020

Vs

Carrie Gaston Henderson

DEFENDANT(S)

Pursuant to the South Carolina Alternative Dispute Resolution Rules (SCADR), you are required to participate in the following methods of Alternative Dispute Resolution (ADR): mediation or arbitration (binding or non-binding); on or before 300 days from the date of filing of this action. The parties have a right to mutually agree upon the form of ADR and a neutral person(s) to conduct that ADR process. In the event the parties are unable to agree upon the form of ADR, the court hereby designates mediation as the default process of ADR. In the event the parties are unable to agree upon a mediator, the court hereby appoints

Otto Edworth Liipfert III, PO Drawer 570, , Beaufort, SC 29901, Phone (843) 521-4242

to serve as mediator. In the event the aforementioned mediator has a conflict of interest or is unable to serve, the alternate mediator is

Charles B. Macloskie, PO Box 280, , Beaufort, SC 29901-2990, Phone (843) 524-0909

The parties and/or their lawyers shall contact the court-appointed mediator directly regarding scheduling and payment of the court-mandated fee.

A Rule to Show Cause why sanctions should not be imposed may be issued in all cases that fail to file a Proof of ADR or Exemption form indicating evidence of participation in or exemption from an ADR process within 300 days from the date of filing of the action or 90 days from the date of this notice 5/24/2021.

Date: February 24, 2021

Notice of this Order was given by First Class Mail, E-mail, Fax or by the E-Filing Notice of Electronic Filing (NEF). Pro-Se parties were notified by first class mail on 02/24/2021

Plaintiff Attorney:

Cherese Tommae Handy
1509 King Street
Beaufort, SC 29902

Defendant Attorney:

Carrie Gaston Henderson
316 East 35Th Street
Savannah, GA 31401

ADR Coordinator

Kristen Kirkman
(843) 255-5063
kristen.kirkman@bcgov.net



Beaufort Common Pleas

Case Caption: James Reid , plaintiff, et al VS Carrie Gaston Henderson

Case Number: 2020CP0701507

Type: ADR/Notice of ADR

So Ordered

s/Jerri Ann Roseneau, Beaufort County Clerk of
Court

Electronically signed on 2021-02-24 11:04:04 page 2 of 2

FORM 4
NOTICE OF APPEAL FROM A SENTENCE IMPOSED BY THE COURT
OF GENERAL SESSIONS

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

2020CP0701507

APPEAL FROM BEAUFORT COUNTY
Court of General Sessions
Honorable Marvin H. Dukes III,
Circuit Court Judge

Case No. 2023-001519

The State, Respondent.
v.
Carrie G. Henderson, Appellant.

2023 OCT -5 AM 10:17
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

NOTICE OF APPEAL

Carrie G. Henderson appeals her conviction and sentence in this case. The sentence was imposed by the Honorable Marvin H. Dukes III on September 27, 2023. [This appeal is taken from the order of the Honorable Marvin H. Dukes III, dated September 27, 2023, which denied appellant's motion for a new trial. Appellant received written notice of entry of this order on September 27, 2023.]*

October 03, 2023 s. Carrie G. Henderson

Carrie G. Henderson

316 E. 35th Street
Savannah, Georgia 31401
Attorney for Appellant

Other Counsel of Record: Cherese Tommae Handy, Esquire
1011 Bay St. Suite 210,
Beaufort, South Carolina 29902
(843) 894-6998
Attorney for Respondent

*The bracketed language should be added to the body of the Notice of Appeal when the appeal is taken from a written order deciding a post-trial motion under Rule 29(a), SCR CrimP.

Beaufort County Court of
Common Pleas

JAMES Reid And SARENIA
Reid; Respondent

Vs.

CARRIE GASTON HENDERSON,
Appellant

In The Court of Common
Pleas.

CASE No: 2023-001519

2023 DEC 21 AM 11:02
JERRI AHN ROSENBERG
BEAUFORT COUNTY, NC
CLERK OF COURT

Amend. To Appeal Court:

HONORABLE MARVIN DUKES III: CONVICTIONS:

HONORABLE MARVIN DUKES III dated September 27,
2023, denied Appellant for A New Trial SEE CASE
No, 2023-001519, Honorable Marvin Dukes III

July 26, 2023 And May 31 2023, MS Henderson does
NOT HAVE Title SEE CASE No: 2020-CP-07-01507

HONORABLE JUDGE MARVIN H. DUKES III dated August 7,
2022 letter, SEE Attachment CASE No. 2020-CP-
07-01507 Along With Same letter I wrote to
THE COURT. CASE No. 2017-CP-07-00413 for Regions Bank
& BA Regions mortgage With Willis H. Floyd.

1-7 SEE Attachment. ²⁵Quinn Master Henderson 12/16/23

Proof of Service of A Notice of Appeal

The State of South Carolina
In the Court of Appeals
[In the Supreme Court]

Appeal from Beaufort County
Court of Common Pleas
Honorable MARVIN H. DUKES III,
Circuit Court Judge

CASE No. 2023-00519

James Reid v. Carrie G.
SARAHIA REID
HENDERSON,

Respondents,

v.

Carrie G. Henderson,

Appellant.

Proof of Service

2 of 2

I Certify That I have served the Notice of Appeal on Cherese Tommae Handy Esquire by depositing a copy of it in the United States Mail, postage prepaid on October 03, 2023, and a second time on November 03, 2023 addressed to their Attorney of Record, Cherese Tommae Handy, 101 Bay St. Suite 2B, Beaufort, South Carolina 29902 [by personally mailing a copy of it to their Attorney of Record, Cherese Tommae Handy Esquire, at their office at 1011 Bay St. Suite 2B, Beaufort, South Carolina 29902, on October 03, 2023, November 02, 2023]

Amend: Updating and Resubmitting Amendment for: New Proof of Service of a Notice of Appeal for Date: Now December 18, 2023

S/ Carrie A. Henderson
Christina Henderson
316 E 35th Street
Savannah, Georgia 31401
Appellant
12/16/23

ELECTRONICALLY FILED - 2023 Dec 21 11:41 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

2020-CP-0701507

ELECTRONICALLY FILED - 2023 Dec 21 11:41 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

August 7, 2022
Carrie Gaston Henderson
316 East 35th Street
Savannah, GA 31401

Cherese T. Handy, Esq.
1011 Bay Street, Suite 2B
Beaufort, SC 29902
P.O. Box 6503
Beaufort, SC 29903

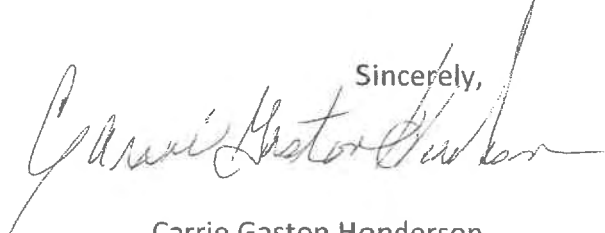
RE: Reid v Henderson
2020 -CP- 07-01507

Dear Attorney Handy,

I don't agree with the Judge being Judge Marvin H. Dukes III. The reasoning is due to this may be a bias session in the courts. I previously was in motion in the courts before Judge Dukes in May 2018 where we discussed Case No. 2017-CP-07-00413 for Regions Bank dba Regions Mortgage with Willis H Floyd and during that time there was a conflict of interest where he put the process of this case to approve the deed that shouldn't have not been approved. In addition to this, in the year of 2006, Judge Ellis Drew completed this case to a conflict of interest. This is where I believe there would a conflict. All of this has been filed in court.

There was also a mediation that happened in February, but nothing happened after that. This mediation was supposed to decide about this matter, why do we have to go before Judge Duke when there was supposed to be a mediation on this case.

I am defending my rights and I would like Justice.

Sincerely,

Carrie Gaston Henderson

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CASE NO: 2020-CP-07-01507

James Reid, et al.,

Plaintiff(s),

vs.

**ORDER DENYING
MOTION FOR RECONSIDERATION**

Carrie Gaston Henderson,

Defendant(s).

This case before me July 26th, 2023, on Defendant, Carrie Gatson Henderson's (hereafter Defendant) Motion for Reconsideration; filed June 19th, 2023. Cherese T. Handy, Esq. appeared for the Plaintiffs and the Defendant appeared Pro-se. This motion moves for reconsideration of my May 31st, 2023, Order Granting Plaintiff's Motion for Summary Judgment.

The movant's motion seeks to have this Court set aside and/or vacate at least two cases from the 1990s which divested her (would be) predecessor in title from ownership. Because of that divestiture, Ms. Henderson does not have title. Ms. Henderson seeks to re-establish her interest by having this Court rule adverse to the prior rulings.

This Court has no authority to reconsider or set aside prior Orders of other Courts.

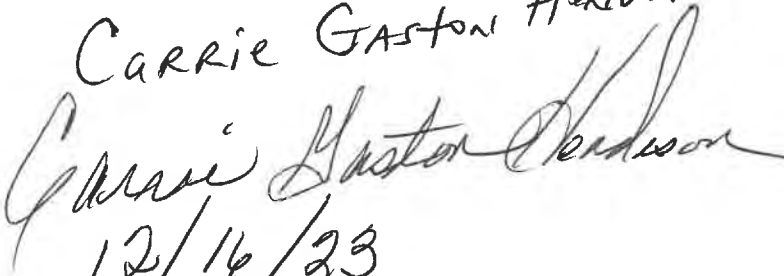
I hereby respectfully deny the Motion for Reconsideration.

IT IS SO ORDERED:

**Honorable Marvin H. Dukes, III
Master in Equity and Special Circuit Court Judge
for Beaufort County**

July ____, 2023
Beaufort, South Carolina

12-18-23 From Carrie Gaston Henderson
This is the proof that this document was
hand to me by Clerk of Court on Sept. 8, 2023
and proof showing I was not mailed a copy of
order. See attachment.

CARRIE GASTON HENDERSON

12/16/23

Johnson, Karen

Received 9/15/23

From: Johnson, Karen
Sent: Friday, September 8, 2023 3:44 PM
To: chandy@heritage-firm.com
Subject: 2020CP0701507 James Reid -vs- Carrie Gaston Henderson

Good Afternoon,

I am writing to let you know that the Defendant, Carrie Gaston Henderson, was not mailed a copy of the Order Denying Motion to Reconsider. She was given the Order in person at the Clerk of Court's window this afternoon

Respectfully,

Karen Johnson
Judicial Clerk
Beaufort County Clerk of Court
843-255-5051

ELECTRONICALLY FILED - 2023 Dec 21 11:41 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 2020-CP-07-_____
	)	
JAMES REID AND SARANIA REID	)	NON-JURY
	)	
Plaintiff(s),	)	
	)	
vs	)	SUMMONS
	)	
CARRIE GASTON HENDERSON	)	
	)	
Defendant(s).	)	
	)	

TO THE DEFENDANT NAMED ABOVE:

YOU ARE HEREBY SUMMONED AND REQUIRED TO ANSWER the Complaint in the above entitled action, the original of which has been filed in the Office of the Clerk of Court for Beaufort County, South Carolina and a copy attached hereto, and to serve a copy of your Answer to said Complaint on the undersigned subscriber at Eversole Law Firm, P.C., 1509 King Street, Beaufort, South Carolina, 29902, within thirty (30) days after service hereof, exclusive of the day of such service, whichever period is longer, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master in Equity for this County, which Order shall, pursuant to the South Carolina Rules of Civil Procedure, Rule 53 specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this cause with appeal only to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

EVERSOLE LAW FIRM, P.C.

By: s/Cherese T. Handy
 Alysoun M. Eversole, Esq. SC Bar No. 60811
 Cherese T. Handy, Esq. SC Bar No. 103184
ATTORNEYS FOR THE PLAINTIFFS
 1509 King Street
 Beaufort, South Carolina 29902
 Phone: (843)379-3333
chandy@eversolelaw.com

July 26, 2020
 Beaufort, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 2020-CP-07-_____
	)	
JAMES REID AND SARANIA REID	)	NON-JURY
	)	
Plaintiff(s),	)	COMPLAINT
	)	For
vs	)	Trespass, Ejectment,
	)	and
CARRIE GASTON HENDERSON	)	Injunctive Relief
	)	
Defendant(s).	)	
	)	

The Plaintiffs herein, complaining of the Defendant would respectfully show unto the honorable Court:

JURISDICTION

1. Plaintiffs, James Reid and Sarania Reid, are the owners of the real property in Beaufort County, South Carolina, which is the subject of this action.
2. Upon information and belief, Defendant Carrie Gaston Henderson is a resident of Savannah, Georgia.
3. Upon information and belief, Defendant is the owner of the mobile home that forms the bases of this cause of action.
4. Defendant's mobile home is registered in the State of South Carolina and identified by Beaufort County Assessor's office as a 1996 Mirage/Horton/Gray-Navy/A Ser# H202086/HUD-876059/76x16 (hereinafter, "mobile home").
5. Defendant's mobile home is situated on the real property described herein, which is located at 60 Gaston Plantation Road in Bluffton, South Carolina.
6. For the foregoing reasons, this Court has jurisdiction to hear the matters set forth herein and venue is proper.

BACKGROUND

7. The real property mentioned and referred to in this Complaint is more specifically described as follows (hereinafter, "Plaintiffs' property"):

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County State of South Carolina and containing 22.961 acres, more or less, and being shown ad designated on that certain plat entitled Property Line Adjustment R600 009 000 0112 0000 and R600 009 000 0115 0000 prepared for Beaufort Jasper Comprehensive Health Services and Cunningham Real Estate by Zyad A, Khalil, RLS, dated July 15 2010 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 131 at Page 10, attached hereto as **Exhibit 1**.

R600 010 000 0115 0000

8. Plaintiffs acquired the Property from Cunningham Real Estate Management, Inc. and Leon Goodrum by deed dated April 5, 2016, recorded in Record Book 3476 at Page 3028. **Exhibit 2**

9. Plaintiffs have paid all taxes assessed against the Property ever since Plaintiffs acquired the Property in 2016.

10. Defendant's mobile home is located on Plaintiffs' property, as shown on the Assessor's 2019 Aerial map of Plaintiffs' property at address point "60 Gaston Plantation Road" attached hereto as **Exhibit 3**.

11. Upon information and belief, the Defendant has never lived in the mobile home, the mobile home is vacant and unoccupied, and Defendant is intentionally and unlawfully using Plaintiffs' property as storage for Defendant's mobile home.

12. On September 17, 2019, Plaintiffs demanded the Defendant to remove her mobile home from Plaintiffs' property and Defendant refuses to do so. **Exhibit 4**.

FOR A FIRST CAUSE OF ACTION Trespass

13. Plaintiffs reiterate every allegation set forth in Paragraphs 1 through 12 as if repeated verbatim.

14. Defendant's mobile home unreasonably remains on Plaintiffs' property after Plaintiffs have demanded that Defendant remove the mobile home from the Property.

15. Defendant's occupation of Plaintiff's property is without Plaintiffs' permission, consent, or authority, thereby constituting trespass on Plaintiffs' property.

16. Plaintiffs are informed and believe that they are entitled to an Order from this Court requiring the Defendant to remove from Plaintiffs' property, the mobile home, and any other personal property owned by the Defendant or Defendant's guests and invitees.

17. Plaintiff respectfully requests that this Court have continuous jurisdiction for the enforcement of any Order issued by this Court or otherwise.

FOR A SECOND CAUSE OF ACTION
Permanent Injunction

18. Every allegation contained in Paragraphs 1 through 17 is reiterated as set forth verbatim herein.

19. The Defendant's intentional actions will constitute a continuing trespass until the mobile home, and the Defendant's personal property are removed from Plaintiffs' property. Unless the Defendant is compelled to remove the mobile home, the Plaintiffs will suffer irreparable injury, in that title to Plaintiffs' property is defective so long as the Defendant continues to occupy and trespass.

20. Plaintiffs are concerned that without the issuance of a permanent injunction, a continuation of the Defendant's trespass could ripen into an adverse possession to Plaintiffs property.

21. The Plaintiffs have demanded that Defendant remove her mobile home and personal property from Plaintiffs' property to no avail, and therefore Plaintiffs have no other remedy at law or in equity to protect their rights other than to bring this action.

FOR A THIRD CAUSE OF ACTION
Writ of Ejectment

22. Plaintiffs reiterate every allegation set forth in Paragraphs 1 through 21 as if repeated verbatim.

23. As an alternative relief, Plaintiffs are informed and believe that they are entitled to an Order from this Court issuing a Writ of Ejectment directing the Sheriff of Beaufort County to proceed to Plaintiffs'

property to gain access to the premises and to remove Defendant's mobile home, and all items belonging to the Defendant.

PRAYER

WHEREFORE, the Plaintiffs respectfully request that this Court:

- a. Find that the Defendant is trespassing on Plaintiffs' property;
- b. Issue a permanent injunction compelling the Defendant to remove Defendant's mobile home and any other personal property belonging to the Defendant or Defendant's guests and invitees from Plaintiffs' property;
- c. In the event the Defendant does not remove the mobile home from Plaintiffs' property within (30) days of the Court's Order, issue a Writ of Ejectment directing the Sheriff of Beaufort County to proceed to Plaintiffs' property to gain access to the premises and to remove Defendant's mobile home, and any items belonging to the Defendant, in order to effectuate the ejectment;
- d. Issue an Order declaring that this Court shall have continuing jurisdiction to enforce any Other issued by this Court or otherwise; and
- e. For such other and further relief in favor of Plaintiffs as the Court may deem just and proper.

EVERSOLE LAW FIRM, P.C.

By: s/Cherese T. Handy
 Alysoun M. Eversole, Esq. SC Bar #60811
 Cherese T. Handy, Esq. SC Bar #103184
ATTORNEYS FOR THE PLAINTIFFS
 1509 King Street
 Beaufort, South Carolina 29902
 Phone: (843)379-3333
 Fax: (843)379-5558
chandy@eversolelaw.com

Beaufort, South Carolina
 July 26, 2020

1818 BROMBURY STREET, BRIDGEPORT, S.C. 29606
(843) 624-5348, FAX (843) 624-4348
schubert@ps.net

[THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND AN EMBOSSED SEAL]

1. ZYAD A. KHALIL, 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 MAPPING STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND METS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN;

SEE REL. NO. 13475
THIS SURVEY IS NOT VALID

[illegible]

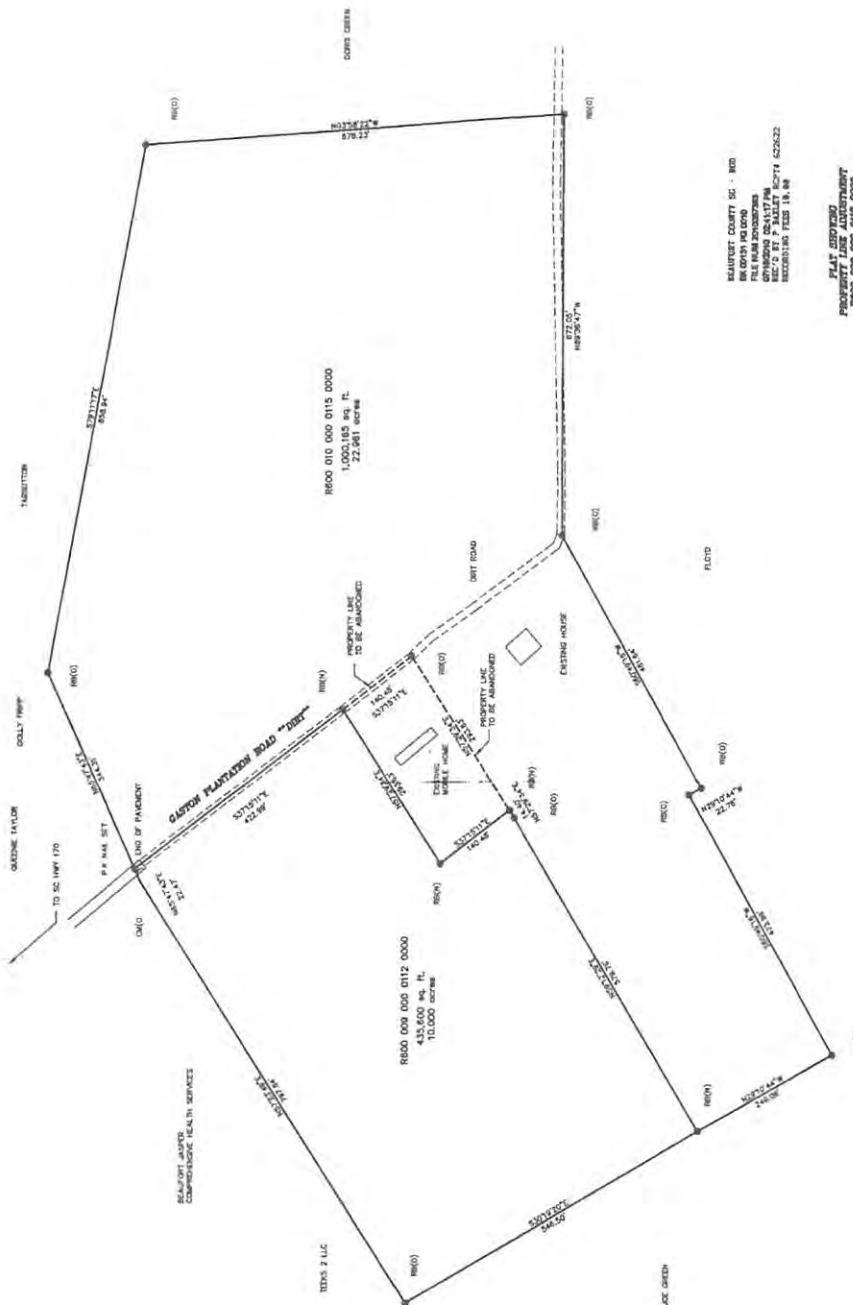
(IN FEET)

1.) DEED 2079/452
2.) PLAT BK 75/90, 84/43, 128/84, NO 171

GENERAL NOTES:

(P.O.) = OLD IRON PIPE FOUND
(M.O.) = OLD CONCRETE MONUMENT FOUND
(R.B.N.) = NEW REBAR SET 1/2" DIA.
(C.O.) = OLD CRIMP TOP IRON PIPE
(E.O.) = OLD OPEN END IRON PIPE FOUND
(D.B.) = OLD REBAR FOUND
(P.P.) = POWER POLE
(H.P.) = OVERHEAD POWER LINES
Δ = CALCULATED POINT

A circular diagram showing the intersection of Callaway Drive and Caston Plantation Rd. The intersection is labeled 'SITE'.



FLAT SHEDS
PROPERTY LINE ADJUSTMENT
18000 009 000 0115 0000
& 18000 010 000 0115 0000
PREPARED FOR
MEAFORT JASPER COMPREHENSIVE HEALTH
CUMBERHAM REAL ESTATES INC
ELIZABETH TOWNSEND
MEAFORT COURT SOUTHW CAROLINA
DATE: JULY 15, 2010
SCALE: 1"=100'

RELAUPT: COUNTY SC - BMD
BR 00131 HQ 0010
FILE NUM 204000783
07180210 0241:17 PM
REC'D ST P BAXLEY SCPT4 622632



RECORDED
2016 Apr -25 10:06 AM

BEAUFORT COUNTY AUDITOR

350
10 623
The Law Office of Dean B. Bell
1 Corpus Christie
Building 105 Executive Center
Hilton Head Island, SC 29928



BEAUFORT COUNTY SC - ROD
BK 3476 Pgs 3028-3030
FILE NUM 2016019156
04/19/2016 11:40:46 AM
REC'D BY sherrellw RCPT# 807
RECORDING FEES \$10.00
County Tax \$200.75
State Tax \$474.50

Prepared by:
Eversole Law Firm, PC
1509 King St.
Beaufort, SC 29902

ADD DMP Record 4/22/2016 09:50:45 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	010	000	0115	0000	00

DMP: R600-010-000-0115-0000

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUN** for and in consideration of the sum of **ONE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND 00/100 (\$182,500.00) DOLLARS** to them in hand paid at and before the sealing of these presents by **JAMES REID AND SARANIA REID**, 171 Station Parkway, Bluffton, SC 29910, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **JAMES REID AND SARANIA REID**, as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns forever, in fee simple, the following described real property, to wit:

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and containing 22.961 acres, more or less, and being shown and designated on that certain plat entitled Property Line Adjustment R600 009 000 0112 0000 and R600 009 000 0115 0000 prepared for Beaufort Jasper Comprehensive Health Services and Cunningham Real Estate by Zyad A. Khalil, RLS, dated July 15, 2010 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 131 at Page 10. For a more complete description as to metes and bounds, courses and distances, reference may be made to the aforementioned plat of record.

This being the same property acquired by the within-named Grantors by Deed of Carolyn Trimble and Anthony Keith Murrell Green dated December 20, 2004 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Record Book 2079 at Page 466.

This instrument prepared by Eversole Law Firm, PC, Alysoun M. Eversole, 1509 King Street, Beaufort, South Carolina 29902 without the benefit of title examination or opinion of title.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said **JAMES REID AND SARANIA REID**, as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns, and Grantors do hereby bind themselves and their heirs and assigns to warrant and forever defend all and singular said premises unto the said **JAMES REID AND SARANIA REID** as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns, as hereinabove provided against Grantors and their heirs and any person or persons whomsoever lawfully claiming, or to claim the same or any part thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our hands and seals this 5 day of April, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CUNNINGHAM REAL ESTATE
MANAGEMENT, INC.

Witness 1

Witness 2

BY:

Herman Cunningham, President

LEON GOODRUM

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, (Notary) Deborah A Rodgers do hereby certify that Cunningham Real Estate Management, Inc. by Herman Cunningham, President and Leon Goodrum, individually personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this 5th day of April, 2016.

Notary Public for South Carolina

My Commission Expires: 3/25/2024



Alysoun M. Eversole, Esq.
Cherese T. Handy, Esq.
Attorneys at Law

EVERSOLE LAW FIRM, P.C.

1509 King Street
Beaufort, South Carolina 29902
Phone: (843) 379-3333
Facsimile: (843) 379-5558

September 17, 2019

Via: Registered Mail

Carrie G. Henderson
P.O. Box 6524
Beaufort, SC 29903

Re: 1996 Mirage Horton Mobile Home
60 Gaston Plantation Road
Bluffton

Dear Ms. Henderson:

Sarania Reid has engaged my services regarding the above referenced mobile home which is sitting on her property at 60 Gaston Plantation Road without her authority or permission. The public records show that you are the owner of this mobile home.

Pursuant to South Carolina law, you are hereby being given warning that you are trespassing. You must remove your mobile home and any other personal property you own from Mrs. Reid's property no later than 30 days after the receipt of this notice. If you do not vacate Mrs. Reid's property within the stated time, she will take the necessary steps to proceed with an action for trespass after warning.

Please govern yourself accordingly.

Sincerely,

Cherese T. Handy

cc: Sarania Reid

Alysoun M. Eversole, Esq.
aeversole@eversolelaw.com

Cherese T. Handy, Esq.
chandy@eversolelaw.com



ELECTRONICALLY FILED - 2020 Jul 27 12:52 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507



September 27, 2019

Dear Reference USPS Certified Mail:

The following is in response to your request for proof of delivery on your item with the tracking number:
9436 0108 9876 5044 4805 45.

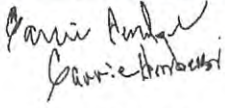
Item Details

Status:	Delivered
Status Date / Time:	September 26, 2019, 10:35 am
Location:	BEAUFORT, SC 29906
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail Restricted Delivery Return Receipt Electronic
Recipient Name:	Carrie G Henderson

Shipment Details

Weight:	1.0oz
----------------	-------

Recipient Signature

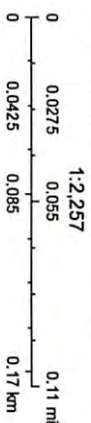
Signature of Recipient:	
Address of Recipient:	PO BOX 6524 BEAUFORT, SC 29903-6524

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

R600 010 000 0115 0000



7/27/2020 12:24:51 PM
Road Classifications
— STATE, PAVED
— COUNTY, PAVED
— COUNTY, UNPAVED
LiveParcels

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO: 2020-CP-07-01507
	)	
JAMES REID and SARANIA REID	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<u>PROOF OF ADR</u>
CARRIE GASTON HENDERSON	)	
	)	
Defendant.	)	
_____	)	

PURSUANT to the Court's Order for Alternative Dispute Resolution:

A.____ I certify that this case is exempt from ADR for the following reason and the parties wish to exercise that exemption:

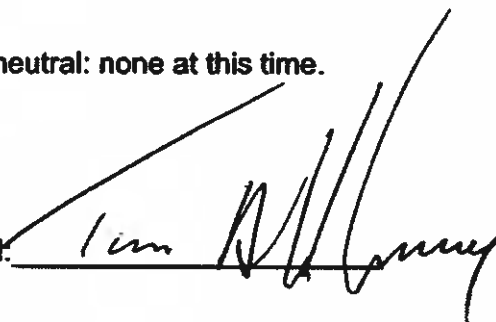
B.____ Alternative Dispute Resolution (ADR) was conducted in the form of a conference via Zoom.

1. The neutral was Thomas A. Holloway [SC Bar No. 14196].
2. The ADR was conducted on March 16, 2022.
3. As a result of ADR, this case should be considered:
 - () Fully settled.
 - () by Consent Judgment, to be filed by _____;
 - () Stipulation of Dismissal to be filed by
Counsel for Defendant
 - () Partially Settled.
 - (x) At an Impasse.
 - () In need of further ADR.
4. Plaintiff attended *Pro Se*.
5. Counsel for Defendant attended.
6. Choice of neutral was Ordered.

7. The total number of hours spent in the mediation conference was 2.5 hours.
8. Further comments of the neutral: none at this time.

DATE March 16, 2022

Signature of Neutral:

A handwritten signature in black ink, appearing to read "Tim R. [unclear]", written over a horizontal line.



HERITAGE LAW FIRM, PC

1011 Bay Street, Suite 2B, Beaufort, SC 29902
P.O. Box 6503, Beaufort, SC 29903
Telephone: (843) 894-6998 | Facsimile: (843) 521-5501 | Email: chandy@heritage-firm.com

Cherese T. Handy, Esq.
Attorney at Law

July 28, 2022

Via: US Mail

Carrie Henderson
316 East 35th Street
Savannah, GA 31401

RE: Reid v. Henderson
2020-CP-07-01507

Dear Ms. Henderson:

I have enclosed a Consent Order of Reference to refer the above-referenced case to the Master-in-Equity for Beaufort County to hear this matter and enter a final judgment. For your convenience, enclosed is a postage-paid envelope for you to return the signed Consent Order back to me and I will file the Consent Order with the Court. I encourage you to consult with an independent counsel before signing and returning the Consent Order back to me.

Thank you for your attention on this matter and I hope to hear from you, or if you are representing, your attorney soon.

Sincerely,

Cherese T. Handy, Esq.

Enclosure

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 2020-CP-07-01258
	)	
JAMES REID AND SARANIA REID	)	NON-JURY
	)	
Plaintiff(s),	)	
	)	
vs	)	
	)	
CARRIE GASTON HENDERSON	)	CONSENT ORDER OF
	)	REFERENCE
	)	
Defendant(s).	)	

THIS MATTER CAME BEFORE ME upon agreement between the Plaintiffs represented by Cherese T. Handy, Esq. and Defendant, Carrie Gaston Henderson, Pro Se'.

IT APPEARING that this is an action involving trespass, a writ of ejection, and an adverse possession claim to real property; and is a proper matter to refer to the Master-in-Equity for Beaufort County in accordance with Rule 53(b) of the South Carolina Rules of Civil Procedure; upon consent of the parties; it is

ORDERED that this case be, and the same is hereby referred to the Honorable Marvin H. Dukes, III, Master-in-Equity for Beaufort County, under Rule 53(e)(1), SCRCP, to make appropriate findings of fact and conclusions of law with the authority to enter a final judgment in this case. Any appeal from the final judgment, in this case, shall be directly to the Supreme Court of South Carolina or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

FURTHER, the Plaintiffs above named in the action are responsible for paying the Reference Fee set forth in South Carolina Code of Laws Section 14-11-310; however, if the Plaintiffs' case has ended, any remaining party seeking Affirmative Relief shall be responsible for paying the fee. The fee for this motion is \$50.00. The Reference Fee shall be paid to the Office of the Master-In-Equity for Beaufort County within 30 days of the date of this Order or the Master will dismiss the case for non-payment of the Reference Fee without further notice.

[SIGNATURE PAGES ATTACHED]

I CONSENT:

/s/Cherese T. Handy
HERITAGE LAW FIRM, PC
1101 Bay Street, Suite 2B
Beaufort, SC 29902
Attorney for Plaintiffs
chandy@heritage-firm.com

July 28, 2022
Date

I CONSENT:

Carrie Gaston Henderson
PRO SE' DEFENDANT
316 East 35th Street
Savannah, GA 31401

Date

[CLERK OF COURT SIGNATURE PAGE FOLLOWS]

20 20-CP-07-01507

ELECTRONICALLY FILED - 2022 Aug 08 10:41 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

August 7, 2022
Carrie Gaston Henderson
316 East 35th Street
Savannah, GA 31401

To:

The Court of Common Pleas
PO Box 1128
102 Ribaut Road, Rm 208
Beaufort, SC 29901-1128

And

Cherese T. Handy, Esq.
1011 Bay Street, Suite 2B
Beaufort, SC 29902
P.O. Box 6503
Beaufort, SC 29903

20 20 - CP - 0701507

August 7, 2022
Carrie Gaston Henderson
316 East 35th Street
Savannah, GA 31401

Cherese T. Handy, Esq.
1011 Bay Street, Suite 2B
Beaufort, SC 29902
P.O. Box 6503
Beaufort, SC 29903

RE: Reid v Henderson
2020 -CP- 07-01507

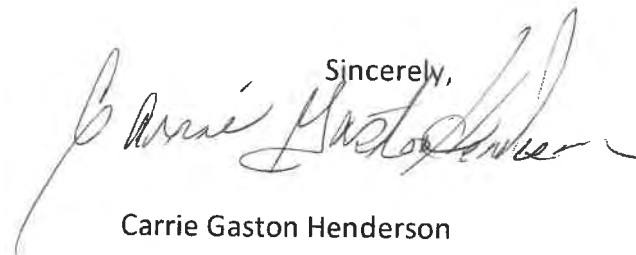
Dear Attorney Handy,

I don't agree with the Judge being Judge Marvin H. Dukes III. The reasoning is due to this may be a bias session in the courts. I previously was in motion in the courts before Judge Dukes in May 2018 where we discussed Case No. 2017-CP-07-00413 for Regions Bank dba Regions Mortgage with Willis H Floyd and during that time there was a conflict of interest where he put the process of this case to approve the deed that shouldn't have not been approved. In addition to this, in the year of 2006, Judge Ellis Drew completed this case to a conflict of interest. This is where I believe there would a conflict. All of this has been filed in court.

There was also a mediation that happened in February, but nothing happened after that. This mediation was supposed to decide about this matter, why do we have to go before Judge Duke when there was supposed to be a mediation on this case.

I am defending my rights and I would like Justice.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carrie Gaston Henderson", written in black ink.

Carrie Gaston Henderson

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 2020-CP-07-01507
	)	
JAMES REID AND SARANIA REID	)	NON-JURY
	)	
Plaintiff(s),	)	
	)	
vs	)	NOTICE OF MOTION
	)	AND
CARRIE GASTON HENDERSON	)	MOTION TO REFER
	)	
Defendant(s).	)	
	)	

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for Plaintiffs, will appear before the presiding Circuit Court judge, ten (10) days after service hereof or at such other time and place as the Court may direct, and move the Court, pursuant to Rule 53(b) of the SCRCF, for an Order referring the above-captioned action to the master-in-equity for Beaufort County. This motion is supported by applicable case law cited herein, and the Pleadings filed in this action. In further support of this motion, the Plaintiffs show the following to the Court:

FACTS

The Summons and Complaint, in this case, was filed on July 27, 2020. In their Complaint, Plaintiffs allege causes of action for 1) trespass, stating that Defendant's mobile home unreasonably remains on Plaintiffs' property after Plaintiffs have demanded that Defendant remove the mobile home from their property; 2) a permanent injunction, stating that Defendant's intentional actions will constitute a continuing trespass until the Defendant's mobile home and personal property are removed from Plaintiffs' property, and 3) as an alternative relief, Plaintiffs request an Order issuing a Writ of Ejectment. Defendant filed a response to Plaintiff's Complaint on September 21, 2020, claiming, among other things, that Plaintiffs' deed cannot be legal due to "forged information on said deed."

ARGUMENT

A. The issues and remedies stated in the Pleadings are equitable.

"[A]n action sounding in law may be transformed to one in equity because equitable relief is sought." *Ins. Fin. Servs., Inc. v. S.C. Ins. Co.*, 271 S.C. 289, 293, 247 S.E.2d 315, 318 (1978). See *Lamar v. R.R. Co.*, 10 S.C. 476, 480 (S.C. 1879) (where a case is attended with permanent

results, destroying, or materially altering the estate, the Court of Equity is the proper forum.); "The character of an action as legal or equitable depends on the relief sought." *Cedar Cove Homeowners Ass'n, Inc. v. DiPietro*, 368 S.C. 254, 258, 628 S.E.2d 284, 286 (Ct. App. 2006). *Id.* at 368 S.C. at 258, 628 S.E.2d at 286 (concluding that an action seeking injunctive relief is one in equity); *Atkinson v. Belser*, 273 S.C. 296, 255 S.E.2d 852 (1979) (action to set aside conveyances alleging fraud ... reviewed as an action in equity). The Plaintiffs' primary purpose of the claims asserted in the Complaint is to seek equitable relief. The Defendant's response alleging that the Plaintiffs' deed cannot be legal due to fraud can be reviewed as an action to set aside the Plaintiffs' deed, which is an action in equity.

B. Plaintiffs have no adequate remedy at law.

Courts reserve equitable power when there is no adequate remedy at law. *Strategic Res. Co. v. BCS Life Ins. Co.*, 367 S.C. 540, 627 S.E.2d 687 (2006). There is no adequate remedy at law when no remedy is certain, practical, complete, and efficient to attain the ends of justice and its administration as the remedy in equity. *Milliken Co. v. Morin* 386 S.C. 1, 685 S.E.2d 828 (Ct. App. 2009). There is no adequate remedy at law to protect the Plaintiffs' interests. An award of monetary damages cannot compensate the Plaintiffs for the alleged trespass for the following reasons: The continuing trespass would cause irreparable harm to the Plaintiffs. Subsequent trespass actions would be necessary to protect the Plaintiffs' rights. The continuous nature of the trespass may materially alter the Plaintiffs' ownership interest in the subject property or permanently destroy the Plaintiffs' interest should Defendant's actions ripen into a claim for adverse possession.

CONCLUSION

"[T]he circuit court may, upon application of any party... direct a reference of some or all of the causes of action in a case. Rule 53(b) SCRCF. The matters disclosed by the pleadings filed in this case are equitable actions. There are no adequate legal remedies where the Plaintiffs can be granted relief for the causes of action alleged in the Complaint. Further, Defendant's response to the Complaint amounts to an action in equity. Therefore, it would be proper for the circuit court to refer this case to the master-in-equity for Beaufort County in accordance with Rules 53(b) SCRCF.

WHEREFORE, the Plaintiffs respectfully move this Court for an order referring this case to the master-in-equity for Beaufort County and such other and further relief in favor of the Plaintiffs as the Court deems just and appropriate.

Counsel certifies that the within motion is not governed by the affirmation requirement pursuant to Rule 11(a)SCRCP.

HERITAGE LAW FIRM, PC

By: s/Cherese T. Handy
Cherese T. Handy, Esq. S.C. Bar #103184
ATTORNEY FOR PLAINTIFFS
1011 Bay Street, Suite 2B
Beaufort, South Carolina 29902
Phone: (843)894-6998
chandy@heritage-firm.com

Beaufort, South Carolina
September 2, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 2020-CP-07-01507
JAMES REID AND SARANIA REID	)	NON-JURY
Plaintiff(s),	)	
vs	)	NOTICE OF MOTION
CARRIE GASTON HENDERSON	)	AND
Defendant(s).	)	MOTION FOR SUMMARY JUDGMENT
_____ \\		)

TO: CARRIE GASTON HENDERSON, *PRO SE* DEFENDANT:

PLEASE TAKE NOTICE that the Plaintiff, by and through their undersigned counsel, will move ten days after service hereof, or as soon thereafter as counsel may be heard, before this Honorable Court, for an order granting Summary Judgment in favor of Plaintiffs pursuant to Rule 56, *SCRCP* on the ground that there exists no genuine issue of material fact, and they are entitled to a judgment in their favor as a matter law.

This Motion for Summary Judgment is supported by the pleadings in this matter, any affidavits to be filed herewith, and such other documents and evidence as is allowed under the South Carolina Rules of Civil Procedure. This motion may be further supported by a Memorandum of Law filed prior to the hearing.

HERITAGE LAW FIRM, PC

By: s/Cherese T. Handy
Cherese T. Handy, Esq. S.C. Bar #103184
ATTORNEY FOR PLAINTIFFS
1011 Bay Street, Suite 2B
Beaufort, South Carolina 29902
Phone: (843)894-6998
chandy@heritage-firm.com

Beaufort, South Carolina
September 16, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 2020-CP-07-01507
JAMES REID AND SARANIA REID	)	NON-JURY
	)	
Plaintiff(s),	)	
	)	
vs	)	MEMORANDUM IN SUPPORT OF
	)	PLAINTIFFS' MOTION FOR SUMMARY
CARRIE GASTON HENDERSON	)	JUDGMENT
	)	
Defendant(s).	)	
	)	
=====	)	
	)	

PROCEDURAL HISTORY

Plaintiffs, James Reid and Sarania Reid ("Plaintiffs") brought this action for trespass against Defendant, Carrie Gaston Henderson, ("Defendant"), seeking an order from this Court compelling Defendant to remove Defendant's mobile home from Plaintiffs' property.

On July 27, 2020, the Plaintiffs filed its Summons and Complaint. In their Complaint, the Plaintiffs allege causes of action for 1) trespass, stating that Defendant's mobile home unreasonably remains on Plaintiffs' property after Plaintiffs have demanded that Defendant remove the mobile home from their property; 2) a permanent injunction, stating that Defendant's intentional actions will constitute a continuing trespass until the Defendant's mobile home and personal property are removed from Plaintiffs' property, and 3) as an alternative relief, Plaintiffs request an Order issuing a Writ of Ejectment.

On September 21, 2020, Defendant filed a "complaint" purporting to be an answer to Plaintiffs' Complaint alleging, among other things, that 1) "The deed that James Reid and Sarania Reid have, cannot be a legal deed because Attorney Dore forged information on said deed"; 2) "The deeds were illegally altered; 3) "I asked the court to remove Dore from this case and my request was granted because of conflict of interest"; and 4) "Dore had already changed the deed and sold the land..."

On March 28, 2022, Defendant filed a document stating among, other things, that “James and Sarania Reid bought this land from Herman Cunningham and Mr. Leon Goodrum Real Estate Management Inc April 19, 2016,” and alleging a conflict of interest in a previous case concerning the 113-acre tract.

On September 6, 2022, Plaintiff filed its Motion to Refer this action to this Court. Plaintiff’s Motion to Refer was granted on January 3, 2023.

On September 16, 2022, the Plaintiffs filed their Motion for Summary Judgment. On September 26, 2022, Defendant filed a response to Plaintiffs’ Motion for Summary Judgment, stating, among other things, that 1) “There is conflict of interest, fraudulent, misrepresentations, frame and cover up within this case”; 2) “My mother told me to put my mobile home on this land in the year 1995”: and 3) “My land was stolen from me.”

UNDISPUTED FACTS

1. The real property which is the subject of this action is described as follows (the “Property”):

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County State of South Carolina and containing 22.961 acres, more or less, and being shown ad designated on that certain plat entitled Property Line Adjustment R600 009 000 0112 0000 and R600 009 000 0115 0000 prepared for Beaufort Jasper Comprehensive Health Services and Cunningham Real Estate by Ziad A, Khalil, RLS, dated July 15 2010 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 131 at Page 10, attached hereto as **Plaintiff’s Ex. 1**

R600 010 000 0115 0000

2. The subject property is derived from a tract of land containing 113 acres, more or less of land in the Cheechessee-Lowbottom area in Beaufort County.

3. As set forth in civil action no 90-CP-07-0310, in a quiet title action against Cecil Gaston, Jr. A/K/A Cecil J. Gaston, Jr. A/K/A Cecil J. Gadsden, Jr. (“Cecil Gaston”) , this Court rendered several Orders as follows:

- a. By an Order dated June 18, 1991, this court made the following conclusions:

- i. Cecil J. Gadson, Jr. owns a one-half interest of the real property and the timber ;
- ii. That the remaining heirs, Eliza Gadsden Tremble, Emily Mitchell, Alice Gadsden Perry and Doris Gadsden Green, Lisa Roacher, Linda Mason, Herbert Mason,

Herman Gaston, and Louise Gadsden Floyd Williams, collectively own one-half interest.

- iii. That Cecil Gaston has defrauded the heirs and converted the timer proceeds to his use. **Plaintiffs' Ex. 2, p. 13 & 14.**
- b. By an Order dated April 8, 1995, this Court issued an order against Cecil Gaston in the amount of \$151,146.27 in favor of the remaining heirs and ordered that those heirs received additional property representing the amount of the judgment. **Plaintiffs' Ex. 3, p. 5**
- c. By an Order dated February 20, 1998, this Court found the following (**Plaintiffs' Ex. 4.**):
 - i. That the judgment against Cecil Gaston had accrued to \$209,718.47 (Cecil Gaston died intestate on February 15, 1993);
 - ii. According to said Order "After being advised of [the] offer, the Gadsden heirs who were present rejected the offer. After they rejected the offer it was pointed out to them that they received nothing." Also according to said Order, the Court reached this determination because the judgment is more than one-half of the value of the whole.
 - iii. Finally, this Court concluded that fee simple title in the 113 acres is vested in the following persons: Louise Floyd Williams, Eliza Gaston Tremble, Heirs of Emily Mitchell, Alice Green Perry, Doris Gaston Green, Lisa Roacher, Linda Mason, Herbert Mason, and Herbert Gaston.
 - iv. The Court awarded none of the 113 acres of land to the Heirs of Cecil Gaston.
- d. The persons awarded the 113 acres entered into a voluntary partition and settlement agreement, to which terms were reduced to an Order dated October 15, 2001. Pursuant to said Order, the Court provided that it shall sign all deeds of conveyance in accordance with said Order. **Plaintiffs' Ex. 5.**

4. According to the settlement agreement that culminated in the civil action mentioned above the Master-in-Equity, Thomas Kemmerlin, Jr., executed the following Limited Warranty deeds transferring property shown on a survey prepared by David E. Gasque dated February 9, 1998, last revised on August 9, 2001, and recorded in Plat Book 84 at Page 43, (**Plaintiffs' Ex. 6**) to wit:

- a. A deed dated December 25, 2001, transferring title to the parcel designated as "Harold Green" containing 22 acres to Carolyn Tremble and Anthony Keith Murrell Green; Said deed is recorded in Record Book 1520 at Page 162, and a corrective deed is recorded in Record Book 1579 at Page 1037; (**Plaintiffs' Ex. 7**)
- b. A deed dated December 25, 2001, transferring title to the parcel designated as "Doris Green" containing 11 acres to Robert James Erkhart, III; said deed is recorded in Record Book 1520 at Page 160, and a corrective deed is recorded in Record Book 1579 at Page 1039. (**Plaintiffs' Ex. 8**)

5. Thereafter, Carolyn Trimble and Anthony Keith Murrell Green sold the 22-acre parcel to Cunningham Real Estate Management, Inc. and Leon Goodrum by deed dated December 20, 2004 and recorded in Record Book 2079 at Page 466, **(Plaintiffs' Ex. 9)**; the 22-acre parcel is shown on a plat prepared by Gasque and Associates, Inc, dated February 9, 1995, last revised on December 17, 2004, and recorded in Plat Book 103 at Page 182, **(See Plaintiffs' Ex. 10)**.

6. Robert James Erkhart, III, sold the 11-acre parcel, shown on the above-referenced plat, to Cunningham Real Estate Management, Inc. and Leon Goodrum, by deed dated December 20, 2004 recorded in Record Book 2079 at Page 462, **(Plaintiffs' Ex. 11)**.

7. The boundary lines of the 22-acre and 11-acre parcels belonging to Cunningham Real Estate Management, Inc. and Leon Goodrum were reconfigured and adjusted by a survey prepared by Zyad A. Khalil dated July 15, 2010 recorded in Plat Book 131 at Page 10. **(See Plaintiffs' Ex. 1)**.

8. Plaintiffs purchased the Property from Cunningham Real Estate Management, Inc. and Leon Goodrum for \$182,500.00 by deed dated April 5, 2016, recorded in Record Book 3476 at Page 3028. **(Plaintiffs' Ex. 12 & Defendant's document filed March 28, 2022)**.

9. Defendant is claiming title to the property as an heir of Cecil Gaston. **(See Defendant's responses filed September 21, 2020, March 28, 2022 & September 26, 2022)**.

10. Defendant's mobile home is located on Plaintiffs' property. **See Plaintiffs' Ex. 1**

11. On September 17, 2019, Plaintiffs demanded the Defendant to remove her mobile home from Plaintiffs' property and Defendant refuses to do so. **(Complaint. Ex.4.)**

STANDARD

Summary judgment is available when "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Henderson v. Allied Signal, Inc., 37 S.C. 179, 644 S.E. 2d 724 (2007). "Summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or *contested in a deficient way*." David v. McLeod Reg. Med. Ctr., 367 S.C. 242, 250, 626 S.E. 2d 1,5 (2006) (emphasis added). Further, summary judgment is appropriate when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ" USAA Prop. And Cas. Ins. Co. v. Clegg, 377 S.C. 643, 661 S.E. 2d 791 (2008).

ARGUMENT

1. **There is no genuine issue of material fact because the statements in Plaintiffs' Complaint are deemed admitted by Defendant.**

Under Rule 8 there are three ways to respond to a Complaint: Defendant must admit or deny the claims, if Defendant is without knowledge of information sufficient to form a belief of a truth of a claim, Defendant should state the same. Rule 8 *SCRCP*. “Averments in a pleading to which a responsive pleading is required ... are admitted when not denied in a responsive pleading”. Rule 8(d) *SCRCP*; Hill v. Dotts, 345 S.C. 304, 308, 547, S.E. 2d 894, 896 (Ct. App. 2001) (deciding that letter did not meet requirements of Rule 8). Defendant has neither denied any of Plaintiffs' allegations in Defendant's response nor has Defendant responded in any of the other ways set forth in Rule 8. And therefore, under Rule 8, the statements in Plaintiffs' complaint are deemed admitted. Accordingly, no genuine issue of material facts exists as to the statements made in Plaintiffs' Complaint.

2. **Defendant is unable to point to any evidence to Support Defendant's Claim that Plaintiffs' deed was “forged”.**

South Carolina Rules of Civil Procedure explicitly require fraud to be “stated with particularity”. Rule 9(b) *SCRCP*. That means each element must be pleaded; otherwise, the pleader has failed to state a claim. McNair v. Rainsford, 330 S.C. 332, 358, 9 S.E. 2d 488, 502 (Ct. App. 1998) (dismissing a fraud claim). “[T]he plain language of Rule 56(c) mandates the entry of summary judgment... against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case, and which that party will bear the burden of proof.” Charleston Development Company, LLC v. Alami citing Hansson v. Scalise Builders of S.C., 374 S.C. 352, 357-58, 650 S.E. 2d 68,71 (2007). See also Tommy L. Griffin Plum. & Heat Co. v. Jordan, Jones, & Goulding, Inc., 351 S.C. 459, 570 S.E. 2d 197 (Ct. App 2002) (Movant may rely on lack of evidence in the record.). Defendant alleges in its response to Plaintiffs' Complaint that, “The deed that James and Sarania Reed have, cannot be a legal deed because Attorney Dore forged information on said deed.” Defendant's response amounts to a fraud claim, to which Defendant bears the burden of proof. Defendant failed to make a showing sufficient to establish fraud because

Defendant has neither establish the essential elements of fraud with particularity nor has Defendant offered any factual support in the record to support a claim for fraud. Therefore, Defendant cannot set forth a sufficient claim that Plaintiffs' deed was "forged."

3. All issues raised in all of Defendant's responses filed in the record have been decided by are barred by the doctrine of Collateral Estoppel and Res Judicata.

Under the doctrine of collateral estoppel a party or his privy is precluded from relitigating an issue that was outcome determinative in a previous litigation. Irby v. Richardson, 278 S.C. 484, 486 (S.C. 1982). A final judgment on the merits in a prior action will conclude the parties and their privies in a second action based on the same claim as to the issues actually litigated and as to issues that might have been litigated in the first action. Sub-Zero Freezer Co. v. R.J. Clarkson Co., 308 S.C. 188, 417 S.E.2d 569 (1992); Treadaway v. Smith, 325 S.C. 367, 479 S.E.2d 849 (Ct. App. 1996); Foran v. USAA Cas. Ins. Co., 311 S.C. 189, 427 S.E.2d 918 (Ct. App. 1993). Additionally, Res judicata prevents a litigant from raising any issues which were adjudicated in the former suit and any issues which might have been raised in the former suit. Hilton Head Ctr. of South Carolina, Inc. v. Pub. Serv. Commn of South Carolina, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987); accord Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 512 S.E.2d 106 (1999). In Civil Action No. 90-CP-07-0310 this Court awarded none of the 113 acres to the heirs of Cecil Gaston. Defendant's predecessors-in-title were made parties to said action and had a full and fair opportunity to litigate the relevant issues in that case. Defendant is claiming title to the 113 acres, specifically as an heir of Cecil Gaston. A valid judgment has already determined that the heirs of Cecil Gaston did not retain any property from 113-acre tract. Therefore, Defendant does not own the Property by virtue of being an heir of Cecil Gaston.

4. Plaintiffs have superior title to the Property.

If Plaintiffs establish legal title to land, then he is presumed to have been in possession thereof and the occupation of the land by any other person is deemed to have been in subordination to the legal title. Lewis v. Pope, 86 S.C. 285, 296 (S.C. 1910). Therefore, record title is presumed to be superior title. Plaintiffs purchased the Property from Cunningham Real Estate Management, Inc. and Leon Goodrum for

\$182,500.00 by deed dated April 5, 2016, recorded in Record Book 3476 at Page 3028. Furthermore, Defendant claims interest in the property, specifically, as an heir of Cecil Gaston, and on basis of alleged conflict of interest and purported fraud in the previous litigation concerning the 113 acres. **(See Defendant's Responses filed March 28, 2022, and September 26, 2022).** Viewing the evidence in the record in the light most favorable to Defendant, Plaintiffs are entitled to judgment as a matter of law that Plaintiffs have superior title to the Property.

CONCLUSION

Viewing the evidence in the record in the light most favorable to Defendant shows Plaintiffs are entitled to a judgment as a matter of law for the following reasons. The undisputed facts, in this case, show the statements in Plaintiffs' Complaint are deemed admitted because Defendant has not denied any statements to Plaintiffs' Complaint. Defendant failed to make a showing sufficient to establish the purported fraud claim in Defendant's response to the Complaint because Defendant has neither established the essential elements of fraud with particularity nor has Defendant offered any factual support in the record to support a claim for fraud. Furthermore, the issues raised in Defendant's responses are barred by the doctrines of collateral estoppel and res judicata because a valid judgment has already determined that the heirs of Cecil Gaston did not retain any property from 113-acre tract. Finally, the evidence in the record shows that Plaintiffs have record superior title to the Property. Because of the foregoing, Plaintiffs request that this Court issue a summary judgment in favor of Plaintiffs.

Respectfully submitted,

HERITAGE LAW FIRM, PC

By: s/Cherese T. Handy
Cherese T. Handy, Esq. S.C. Bar #103184
ATTORNEY FOR PLAINTIFFS
1011 Bay Street, Suite 2B
Beaufort, South Carolina 29902
Phone: (843)894-6998
chandy@heritage-firm.com

Beaufort, South Carolina
March 7, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CIVIL ACTION NO. 2020-CP-07-01507
	)	
JAMES REID AND SARANIA REID	)	NON-JURY
	)	
Plaintiff(s),	)	
	)	
vs	)	AMENDED MEMORANDUM IN
	)	SUPPORT OF PLAINTIFFS' MOTION
	)	FOR SUMMARY JUDGMENT
CARRIE GASTON HENDERSON	)	
	)	
Defendant(s).	)	
	)	

PROCEDURAL HISTORY

James Reid and Sarania Reid (“Plaintiffs”) brought this action for trespass against Carrie Gaston Henderson, (“Defendant”), seeking an order from this Court compelling Defendant to remove Defendant’s mobile home from Plaintiffs’ property.

On July 27, 2020, Plaintiffs filed their Summons and Complaint. In their Complaint, Plaintiffs allege causes of action for 1) trespass, stating that Defendant’s mobile home unreasonably remains on Plaintiffs’ property after Plaintiffs have demanded that Defendant remove the mobile home from their property; 2) a permanent injunction, stating that Defendant’s intentional actions will constitute a continuing trespass until the Defendant’s mobile home and personal property are removed from Plaintiffs' property, and 3) as an alternative relief, Plaintiffs request an Order issuing a Writ of Ejectment.

On September 21, 2020, Defendant filed a “complaint,” purporting to be a response to Plaintiffs’ Complaint, alleging among other things, that 1) “The deed that James Reid and Sarania Reid have, cannot be a legal deed because Attorney Dore forged information on said deed”; 2) “The deeds were illegally altered”; 3) “I asked the court to remove Dore from this case and my

request was granted because of conflict of interest”; and 4) “Dore had already changed the deed and sold the land...”

On March 28, 2022, Defendant filed a document stating among, other things, that “James and Sarania Reid bought this land from Herman Cunningham and Mr. Leon Goodrum Real Estate Management Inc April 19, 2016,” and alleging a conflict of interest in a previous case concerning the 113-acre tract.

On September 6, 2022, Plaintiffs filed their Motion to Refer this action to this Court. Plaintiffs’ Motion to Refer was granted on January 3, 2023.

On September 16, 2022, Plaintiffs filed their Motion for Summary Judgment. On September 26, 2022, Defendant filed a response to Plaintiffs’ Motion for Summary Judgment, stating, among other things, that 1) “There is conflict of interest, fraudulent, misrepresentations, frame and cover up within this case”; 2) “My mother told me to put my mobile home on this land in the year 1995”; and 3) “My land was stolen from me.”

UNDISPUTED FACTS

1. The real property which is the subject of this action is described as follows (the “Property”):

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County State of South Carolina and containing 22.961 acres, more or less, and being shown ad designated on that certain plat entitled Property Line Adjustment R600 009 000 0112 0000 and R600 009 000 0115 0000 prepared for Beaufort Jasper Comprehensive Health Services and Cunningham Real Estate by Zyad A, Khalil, RLS, dated July 15 2010 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 131 at Page 10, attached hereto as **Exhibit 1**.

R600 010 000 0115 0000

2. The subject property is derived from a tract of land containing 113 acres, more or less of land in the Cheechessee-Lowbottom area in Beaufort County.
3. As set forth in Civil Action No. 90-CP-07-0310, in a quiet title action against Cecil Gaston, Jr. A/K/A Cecil J. Gaston, Jr. A/K/A Cecil J. Gadsden, Jr. (“Cecil Gaston”)

¹concerning the 113 acres, this Court rendered several Orders as follows:

- a. By an Order dated June 18, 1991, this court made the following conclusions **(Exhibit 2: p.13 ¶ 3-5; & p.14 ¶ 6)**:
 - i. Cecil J. Gadson, Jr. owns a one-half interest in the real property and the timber;
 - ii. That the remaining heirs, Eliza Gadsden Tremble, Emily Mitchell, Alice Gadsden Perry and Doris Gadsden Green, Lisa Roacher, Linda Mason, Herbert Mason, Herman Gaston, and Louise Gadsden Floyd Williams, collectively own one-half interest.
 - iii. Cecil Gaston has defrauded the heirs and converted the timber proceeds to his use.
- b. By an Order dated April 8, 1995, this Court issued an order against the heirs of Cecil Gaston (Cecil Gaston died intestate on February 15, 1993) awarding plaintiffs in that action additional lands representing \$151,146.27. **(Exhibit. 3, p. 5)**
- c. By an Order dated February 20, 1998, this Court found the following: **(Exhibit 4.)**
 - i. That the judgment against Cecil Gaston had accrued to \$209,718.47.
 - ii. That “After being advised of [the] offer, the Gadsden heirs who were present rejected the offer. After they rejected the offer it was pointed out to them that they would receive nothing.” The Order further stated that “The Court reached this determination because the judgement, \$209,718.47, is more than one-half of the value of the whole, \$399,000.00, and therefore this Court has determined that Plaintiffs, named below, are entitled to ownership of the whole 113 acres, less those acres belonging to ‘Simmons’...” **(See Id. at page 2)**
 - iii. That fee simple title in the 113 acres, as shown on a plat made by Gasque & Associates on 2/9/95, attached to said order, is vested in the following persons: Louise Floyd Williams, Eliza Gaston Tremble, Heirs of Emily Mitchell, Alice Green Perry, Doris Gaston Green, Lisa Roacher, Linda Mason, Herbert Mason, and Herbert Gaston. **(See pgs. 2 & 3);** Gasque & Associates plat is attached hereto as **Exhibit 5.**

¹ All references herein regarding Cecil Gaston are made using that name, but on several pleadings and court documents Cecil Gaston is also referred to as, Cecil Gaston, Jr., Cecil J. Gaston, Jr. or Cecil J. Gadsden, Jr.

- iv. The Court awarded none of the 113 acres of land to the Heirs of Cecil Gaston.
- d. The persons awarded the 113 acres entered into a voluntary partition and settlement agreement, and the terms of said agreement were reduced to an Order dated October 15, 2001. Pursuant to said Order, the Court shall sign all deeds of conveyance in accordance with the Order to effectuate an orderly and timely transfer of title to the properties pursuant to the stipulated agreement. **(Exhibit 6, p.3)**
- 4. According to the settlement agreement and subsequent orders reflecting the terms thereof, the Master-in-Equity, Thomas Kemmerlin, Jr., executed the following deeds transferring property shown on a survey prepared by David E. Gasque dated February 9, 1995 last revised on August 9, 2001, and recorded in Plat Book 84 at Page 43, to wit: **(Exhibit 7)**
 - a. A deed dated December 25, 2001, conveying to Carolyn Tremble and Anthony Keith Murrell Green title to the parcel designated as “HAROLD GREEN” containing 22 acres; Said deed is recorded in Record Book 1520 at Page 162, and a corrective deed is recorded in Record Book 1579 at Page 1037. **(Exhibit 8)**
 - b. A deed dated December 25, 2001, conveying to Robert James Erkhart, III, title to the parcel designated as “DORIS GREEN” containing 11 acres; said deed is recorded in Record Book 1520 at Page 160, and a corrective deed is recorded in Record Book 1579 at Page 1039. **(Exhibit 9)**
- 5. Thereafter, Carolyn Trimble and Anthony Keith Murrell Green sold the 22-acre parcel to Cunningham Real Estate Management, Inc. and Leon Goodrum by deed dated December 20, 2004 and recorded in Record Book 2079 at Page 466, **(Exhibit 10)**; the 22-acre parcel is designated as “HAROLD GREEN” and shown on a plat prepared by Gasque and Associates, Inc, dated February 9, 1995, last revised on December 17, 2004, and recorded in Plat Book 103 at Page 182, **(Exhibit 11)**
- 6. Robert James Erkhart, III, sold the 11-acre parcel, designated as “DORIS GREEN” as shown on the plat referred to as **Exhibit 11**, to Cunningham Real Estate Management, Inc. and Leon Goodrum, by deed dated December 20, 2004, recorded in Record Book 2079 at Page 462. **(Exhibit 12)**
- 7. The boundary lines of the 22-acre and 11-acre parcels belonging to Cunningham Real Estate Management, Inc. and Leon Goodrum were reconfigured and adjusted by a survey prepared by Zyad A. Khalil dated July 15, 2010 recorded in Plat Book 131 at Page 10. **(Exhibit 1)**

8. Plaintiffs purchased the Property from Cunningham Real Estate Management, Inc. and Leon Goodrum for \$182,500.00 by deed dated April 5, 2016, recorded in Record Book 3476 at Page 3028. **(Exhibit 13 & Defendant's document filed March 28, 2022)**
9. Defendant is claiming title to the property as an heir of Cecil Gaston. **(See Defendant's responses filed September 21, 2020, March 28, 2022 & September 26, 2022)**
10. Defendant's mobile home is located on Plaintiffs' property. **(See Exhibit. 1 and Exhibit 14)**
11. On September 17, 2019, Plaintiffs demanded the Defendant to remove her mobile home from Plaintiffs' property and Defendant refuses to do so. **(Exhibit 4 attached to Complaint)**

STANDARD

Summary judgment is available when “there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Henderson v. Allied Signal, Inc., 37 S.C. 179, 644 S.E. 2d 724 (2007). “Summary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or *contested in a deficient way*.” David v. McLeod Reg. Med. Ctr., 367 S.C. 242, 250, 626 S.E. 2d 1,5 (2006) (emphasis added). Further, summary judgment is appropriate when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ” USAA Prop. And Cas. Ins. Co. v. Clegg, 377 S.C. 643, 661 S.E. 2d 791 (2008).

ARGUMENT

- 1. The issues raised in Defendant's responses are barred by the doctrine of Collateral Estoppel and Res Judicata.**

Under the doctrine of collateral estoppel a party or his privy is precluded from relitigating an issue that was outcome determinative in previous litigation. Irby v. Richardson, 278 S.C. 484, 486 (S.C. 1982). Res judicata prevents a litigant from raising any issues which were adjudicated

in the former suit and any issues which might have been raised in the former suit. Hilton Head Ctr. of South Carolina, Inc. v. Pub. Serv. Commn of South Carolina, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987); *accord* Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 512 S.E.2d 106 (1999). In Civil Action No. 90-CP-07-0310 this Court awarded none of the 113 acres to the heirs of Cecil Gaston. Defendant's predecessors-in-title were made parties to said action and had a full and fair opportunity to litigate the relevant issues in that case. Defendant is claiming title to the 113 acres, *specifically as an heir of Cecil Gaston*. **(See Defendant's Responses filed March 28, 2022, and September 26, 2022).** A valid judgment has already determined that the heirs of Cecil Gaston did not retain any property from 113-acre tract. Therefore, Defendant does not own any interest in the Property by virtue of being an heir of Cecil Gaston.

2. Defendant is unable to point to any evidence to support Defendant's claim that Plaintiffs' deed was "forged".

South Carolina Rules of Civil Procedure explicitly require fraud to be "stated with particularity". Rule 9(b) SCRCP. That means each element must be pleaded; otherwise, the pleader has failed to state a claim. McNair v. Rainsford, 330 S.C. 332, 358, 9 S.E. 2d 488, 502 (Ct. App. 1998) (dismissing a fraud claim). "[T]he plain language of Rule 56(c) mandates the entry of summary judgment... against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case, and which that party will bear the burden of proof." Charleston Development Company, LLC v. Alami citing Hansson v. Scalise Builders of S.C., 374 S.C. 352, 357-58, 650 S.E. 2d 68,71 (2007). See also Tommy L. Griffin Plum. & Heat Co. v. Jordan, Jones, & Goulding, Inc., 351 S.C. 459, 570 S.E. 2d 197 (Ct. App 2002) (Movant may rely on lack of evidence in the record.).

Defendant alleges in its response to Plaintiffs' Complaint that, "The deed that James and Sarania Reed have, cannot be a legal deed because Attorney Dore forged information on said

deed.” Defendant’s response amounts to a fraud claim, to which Defendant bears the burden of proof. Defendant failed to make a showing sufficient to establish fraud because Defendant has neither establish the essential elements of fraud with particularity nor has Defendant offered any evidence in the record to support a fraud claim. Therefore, Defendant failed to set forth a sufficient claim that Plaintiffs’ deed was “forged.”

3. Plaintiffs’ deed to the Property is presumed to be valid.

“Where a deed is valid and regular on its face, it is presumed to be valid in all respects.” Avant v. Johnson, 231 S.C. 119, 97 S.E.2d 396 (1957). If Plaintiffs establish legal title to land, then he is presumed to have been in possession thereof and the occupation of the land by any other person is deemed to have been in subordination to the legal title. Lewis v. Pope, 86 S.C. 285, 296 (S.C. 1910). Plaintiffs purchased the Property from Cunningham Real Estate Management, Inc. and Leon Goodrum for \$182,500.00, as evidenced by a deed dated April 5, 2016. The deed was properly executed and duly recorded in Record Book 3476 at Page 3028 in the Register of Deeds Office for Beaufort County. Defendant has offered no valid evidence in the record to rebut the presumption of validity of Plaintiffs’ deed.

4. There is no genuine issue of material fact because the statements in Plaintiffs’ Complaint are deemed admitted by Defendant.

Under Rule 8 there are three ways to respond to a Complaint: Defendant must admit or deny the claims, if Defendant is without knowledge of information sufficient to form a belief of a truth of a claim, Defendant should state the same. Rule 8 SCRCP. “Averments in a pleading to which a responsive pleading is required ... are admitted when not denied in a responsive pleading”. Rule 8(d) SCRCP; Hill v. Dotts, 345 S.C. 304, 308, 547, S.E. 2d 894, 896 (Ct. App. 2001) (deciding that letter did not meet requirements of Rule 8). Defendant has neither denied any of Plaintiffs’ allegations in Defendant’s response nor has Defendant responded in any of the other

ways set forth in Rule 8. And therefore, under Rule 8, the statements in Plaintiffs' complaint are deemed admitted. Accordingly, no genuine issue of material facts exists as to the statements made in Plaintiffs' Complaint.

CONCLUSION

Viewing the evidence in the record in the light most favorable to Defendant shows Plaintiffs are entitled to a judgment as a matter of law for the following reasons. Defendant has contested the undisputed facts in this case in a deficient way. The issues raised in Defendant's responses are barred by the doctrines of collateral estoppel and res judicata because a valid judgment has already determined that the heirs of Cecil Gaston did not retain ownership of any property from 113-acre tract. Defendant has not established the essential elements of fraud, with particularity. Nor has Defendant presented any factual support in the record to support Defendant's fraud claim, to which Defendant bears the burden of proof. The undisputed facts show that Plaintiffs' deed to the Property is presumed valid and Defendant has not presented any evidence in the record sufficient to rebut the presumption of validity of Plaintiffs' Deed. The statements in Plaintiffs' Complaint are deemed admitted because Defendant has not denied any statements in Plaintiffs' Complaint as provided by SC Rules of Civil Procedures. Because of the foregoing, a summary judgment is warranted in favor of the Plaintiffs.

Respectfully submitted,

HERITAGE LAW FIRM, PC

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Beaufort, South Carolina
April 3, 2023

*entered per
Judge Ken*

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

CASE NO. 90-CP-07-310

'91 JUN 21

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ALICE A.G.G. PERRY, EMILY
MITCHELL, ELIZA TREMBLE and
DORIS GREEN,

Plaintiffs,

vs.

Heirs at Law and Distributees
of CHARLES GADSDEN, C. H.
GADSDEN, CECIL S. GADSDEN,
C. S. GADSDEN, LOUISE GADSDEN,
CAIN GADSDEN, JOHN GADSDEN,
LULA NELSON, LOUIS GADSDEN,
HERMAN GADSDEN, CARRIE
GADSDEN, ESTELLA GADSDEN,
MATTIE GADSDEN, UNITED
STATES DEPARTMENT OF
AGRICULTURE, FARMERS HOME
ADMINISTRATION, SOUTH
CAROLINA ELECTRIC AND GAS,
HAZEL POINT PARTNERSHIP,
LUTHER MAJOR, MARTHA MAJOR,
QUEENIE TAYLOR, DOLLY FRIPP,
BEAUFORT-JASPER COMPREHENSIVE
HEALTH SERVICES, INC.,
Also, the following persons
believed to be living,
CECIL J. GASTON, JR. a/k/a
CECIL J. GASTON, CORNELIUS
GASTON a/k/a CORNELIUS
GADSEN, HERMAN GASTON, LISA
ROACHER, LINDA MASON, HERBERT
MASON, WILLIS GASTON, and
LOUISE GASTON a/k/a LOUISE
GADSON,
and
all heirs at law, devisees,
or persons unknown claiming
by, under or through any of
the above-named persons,
JOHN DOE or MARY ROE, being
fictitious names designating
a class of persons, or a
legal entity, infants,

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incompetents, persons in the
military service, if any,
known or unknown, who may be
an heir, distributee, devisee,
legatee, issue, alienee,
administrator, executor,
creditor, successor or assign,
having or claiming to have
any right, title, interest,
estate in or lien upon the
real estate described in the
Complaint herein,

Defendants.

Pursuant to an Order of Reference which referred this to me with finality, any appeal to be directly to the South Carolina Supreme Court, I held a reference and report as follows:

1) The real property which is the subject matter of this action is located in Bluffton Township, "Chechessee-Lowbottom" Section, Beaufort County, South Carolina, being more particularly described as follows, to-wit:

ALL that certain piece, parcel or tract of land lying and being situate in Bluffton Township, "Chechessee-Lowbottom" Section, Beaufort County, South Carolina, containing One Hundred Ten and Five Hundredths (110.5) acres, more or less, being bounded on the North, East and West by Chelsea Plantation and on the South by lands now or formerly held by Lula Nelson.

All of which is better shown by a plat prepared by R. L. Sensenback in January of 1970, thereafter recorded in the Office for the RMC of Beaufort County in Plat Book 30 at Page 171, a copy of which is attached hereto.

2) Many years ago Cain Knox and his brother, Barcus Knox, acquired the above described land located in Bluffton Township, Beaufort County, South Carolina.

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3) Cain Knox thereafter became known as Cain Gaston (later "Gadsden" by the members of his family), and Barcus Knox became known as Barcus Singleton. It is believed that these individuals took the names Gaston and Singleton following their emancipation.

4) Cain Gaston and Barcus Singleton apparently partitioned the property into two parts with Cain Gaston taking 41 acres and Barcus Singleton taking 74 acres.¹

5) Cain Gadsden died intestate leaving a wife, Sinda Gadsden, and a son, C. H. Gadsden, a/k/a/ Cecil J. Gadsden, Sr.²

6) Barcus Singleton died intestate leaving as his only lawful heir a son, Jerry Singleton.

7) Sinda Gadsden, wife of Cain Gaston, conveyed the aforementioned 41 acres to her son, C. J. Gadsden, Sr., by virtue of a deed which may be found in the Office of the Clerk of Court for Beaufort County in Deed Book 83 at Page 676; and Jerry Singleton, son of Barcus Singleton, conveyed 74 acres into C. J. Gadsden, Sr. in 1927.

8) The deed from Jerry Singleton into C. J. Gadsden, Sr., was never recorded and was destroyed in 1952, but some evidence of the existence of such a deed is recorded in Deed Book 146 at page 161.

1. The testimony never explains how these two figures and variants of them amount to 110.5 acres, but I suspect it goes back to old inaccurate more or less concepts.

2. The parties are not consistent in names. Frequently Cecil J. Gadsden, Junior and Senior were referred to as Cecil S. and C. H. Gadsden. Also, the parties inconsistently used Gaston and Gadsden as the same last name.

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9) C. J. Gadsden, Sr. owned both the 41 acre parcel and the 74 acre parcel by 1927. C. J. Gadsden, Sr. died intestate in 1929 leaving a widow, Louise Gadsden, and six children, to-wit: Francis Gadsden, Herman Gadsden, John Gadsden, Carrie Gadsden, Cornelius Gadsden and Cecil Gaston.

10) Two children born to C. J. Gadsden, Sr. and his wife Louise Gadsden, namely Cain Gadsden and Louis Gadsden, predeceased their parents at a young age leaving no issue.

11) John Gadsden died intestate in the 1930's never having married and leaving no issue. Francis Gadsden died intestate after finishing college with no issue and never having been married. Carrie Gadsden died intestate leaving three children, to-wit: Willis Gadsden, Louise Gadsden and Charles Gadsden.

12) Willis Gadsden and Louise Gadsden are living in Savannah, Georgia and have an interest in this 110.5 acres and were made defendants for that reason. Charles Gadsden is dead. Herman Gadsden died intestate in 1956 leaving six children, to-wit: Estella Gadsden, Mattie Gadsden, Doris Green, Alice G. Perry, Emily Gadsden, and Eliza Gadsden. Estella Gadsden thereafter died intestate leaving four children, to-wit: Herman Gaston, Lisa Roacher, Linda Mason and Herbert Mason.

13) Cornelius Gadsden conveyed his undivided interest in the 110.5 acres to his brother, Cecil J. Gaston, Jr. in 1983. This deed was thereafter recorded in the Office of the Clerk of Court for Beaufort County in Deed Book 353 at Page 1567.

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14) The plaintiffs believing that they had an undivided interest in the real property described in paragraph 1 and that certain of the named defendants also had an undivided interest in such property brought this suit in order to establish their undivided interest and to quiet title in their favor.

15) The plaintiffs brought this action pursuant to Section 15-53-10, et seq., of the Code of Laws of South Carolina, 1976, seeking a declaration from the Court as to their undivided rights in and to the property that is described herein.

16) In November of 1982 defendant Cecil J. Gaston, Jr. commenced an action to quiet title and confirm his exclusive ownership in the 110.5 acres described in paragraph 1.

17) That action did not list or name any of the plaintiffs herein as defendants, and none of these plaintiffs were served with pleadings.

18) As part of that action, Cecil J. Gaston, Jr. testified (on February 10, 1983) that his father died intestate leaving six children, to-wit: John, Louis, Cain, Francis, Cornelius, and Cecil. He failed to say or disclose that he had a brother, Herman, and a sister, Carrie. Furthermore, he failed to testify that Carrie left living children and that Herman left living children.

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19) Cecil J. Gaston, Jr. was aware that these individuals were living and were the issue of his deceased brother and sister.

20) Cecil J. Gaston, Jr. in that action obtained a decree confirming and quieting title to the 110.5 acres in him, but such decree was a nullity as to the plaintiffs and other descendents of Herman Gadsden, as well as to those children of Carrie Gadsden who like the plaintiffs here were not notified, nor were they aware that a quiet title action had been undertaken and subsequently completed.

21) The decree secured by Cecil J. Gaston, Jr. should be set aside to the extent that this decree eliminates the undivided interest of the heirs of Herman Gadsden, as well as the heirs of Carrie Gadsden.

22) During the course of the quiet title action above referred to defendant Cecil J. Gaston, Jr. fraudulently concealed the existence and names of the heirs of Herman Gadsden and Carrie Gadsden.

23) The defendant Cecil J. Gaston, Jr. knew that his sworn statements in such title clearance action were false, and he knew that the Court would rely upon his statements in its determination of ownership of the 110.5 acres.

24) Cecil J. Gaston, Jr. made these statements knowing them to be false, knowing them to be material, having knowledge of their falsity, intending for the misrepresentation to be acted upon, knowing of the Court's ignorance of their falsity, knowing that the Court would rely upon his testimony, knowing that the Court had a right to rely

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upon the same, and understanding the consequent and proximate injuries that would flow to the heirs of Herman Gadsden and Carrie Gadsden.

25) Because of the fraud set forth above which injured them, as well as the heirs of Carrie Gadsden, and the heirs of Herman Gadsden, they are entitled to actual damages as well as punitive damages.

26) After securing the decree in 1983, Cecil J. Gaston, Jr. sold the Timber on the 140.5 acres to the Georgia Pacific Corporation for the sum of \$87,761.00 as is shown and recorded in the Office of the RMC for Beaufort County, South Carolina in Deed Book 265 at Page 1964.

27) Cecil J. Gaston, Jr. failed to share these monies in proper or rightful proportion with the heirs of Herman Gadsden and those of Carrie Gadsden.

28) The timber was improperly converted, and the monies realized from the said sale to Georgia Pacific were unreasonably withheld.

29) The heirs omitted are entitled to their rightful share of the \$87,761.00 plus interest, as well as punitive damages.

30) Cecil J. Gaston, Jr. has been selling timber from the property in more recent times, and he has realized \$5000 from those sales. Mr. Mikell pointed out that Cecil J. Gaston, Jr. has not been paid the \$5000, but nevertheless he has deprived other heirs of their prorata share of the timber which he sold for \$5,000.

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31) The Second Defense urged by the defendant Cecil J. Gaston, Jr. is as follows:

FOR A SECOND DFEENSE

1. The real property which is the subject of this action is sitaute in Beaufort County, South Carolina and is described as that 110.5 acres located in the Cheechessee Section of Beaufort County, South Carolina which is set forth in Plat Book 30 at Page 171.

2. The real property was originally in two separate but contiguous parcels of 41 acres and 74 acres and in 1929 was owned by Cecil H. Gaston, Sr.

3. In 1928 when Cecil H. Gaston, Sr. became sick, he and all the Gaston family members requested that Cecil Gaston, Jr. return hime and continue to operate the land as a farm.

4. Cecil Gaston, Jr. refused the above request by his family so that a family meeting was held attended by the following members:

- a. Cecil Gaston, SR.
- b. Louise Gaston
- c. Herman Gaston
- d. John Gaston
- e. ~~Garrie~~ Gaston
- f. Cornelius Gaston
- g. Sam Gaston
- h. Cecil Gaston, Jr.
- i. Lula Nelson

5. At such meeting a Trust was created by the consent of all persons regarding the two parcels of land comprising the 110.5 acres upon the following terms:

- a. The 74 acre parcel was deeded to Cecil Gaston, Jr.

b. The 41 acre parcel was to be occupied and used by Cecil Gaston, Jr. during his life time with the crops and benefits which were produced therefrom to be solely his during his lifetime.

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C. Upon the death of Cecil Gaston, Jr., the 41 acre parcel was to be divided among the heirs of Cecil H. Gaston, Sr.

6. From the time of such Trust Agreement until the present time Cecil Gaston, Jr. and all the Gaston family members have honored and met the terms of the Trust Agreement.

7. The deed executed by Cecil Gaston, Sr. for the 74 acres was lost and no longer exists.

8. In the later 1940's Cecil Gaston, Jr. planted many acres of pine trees upon the 74 acres and thereafter he cultivated them to maturity.

9. In 1982 Cecil Gaston, Jr. was contacted by Georgia Pacific Corporation who wanted to purchase the pine trees and they informed him that the trees could not be sold to them except by an action to quiet the title to the trees as his father was deceased and the trees were in his father's name.

10. Cecil Gaston, Jr. brought an action in 1982 to what he understood was necessary to obtain legal title to the trees in his name and thereafter sold the trees.

11. Prior to the final completion of the court proceeding to quiet title to the trees, but during the process thereof, Cecil Gaston, Jr. met with certain Plaintiffs and informed them of what was taking place as to (a) the sale of the trees, (b) there was a Court proceeding to quiet title to the trees, and (c) that the result of the Court action would be to vest title to the trees in his name.

12. UPon receipt of the proceeds of the sale of the trees he sent each of the Plaintiffs and others the sum of \$1,000 each as some of the trees cut by the timber company extended over the boundary of the 74 acres into the 41 acre parcel.

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13. From 1928 through the present law suit all members of the Gaston family have honored the Trust Agreement entered into in 1928 so that Cecil Gaston, Jr. has used and occupied the entire 110.5 acres and has kept the benefits therefrom.

14. At all times, both prior to the 1982 quiet title action and subsequent thereto Cecil Gaston, Jr. has intended and openly represented to the Plaintiffs and the entire world that the 41 acres was for the heirs of Cecil H. Gaston, Sr. and that he would partition the same in such fashion.

32) I do not credit the testimony of Cecil J. Gaston, Jr. nor any of those witnesses who tended to support his testimony concerning the fact that his father, Cecil J. Gadsden, Sr., and other family members³ gave him a deed which he says he subsequently lost to 74 acres owned by his father, such 74 acres being given him to the exclusion of the other heirs of his father. I discredit such testimony because Cecil J. Gaston, Jr. is an admitted liar in that he admits now that he lied under oath in a previous title clearance action in which he lied about the existence of his sister Carrie who died leaving heirs, and his brother Herman who also died leaving heirs, in order to try to get title to this same 74 acres which he now claims he owns by virtue of the lost deed. I do credit the testimony of his nieces Alice Gadsden Perry, Doris Gadsden Green and Eliza Gadsden Tremble, all daughters of Herman Gadsden; and Louise Gadsden Williams, daughter of Carrie Gadsden. Their testimony was to the effect that their uncle Cecil J. Gaston, Jr. gave them each \$1,000,

³Including minor sisters.

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concealing the fact that he cut timber off land in which they had an interest⁴ to obtain this money, and asserting that it was a gift. In fact, I do not know whether such \$1000 payments revealed a guilty conscience, in which case the payment was not enough to square him with man nor God, or whether he thought that some day he could assert some sort of buy-out of the interest of the heirs by the payment.

33) The defendant Cecil J. Gaston, Jr. did not, nor did any other person, advise any of the heirs of his sister Carrie nor his brother Herman that the title clearance action of 1982 nor the sale of the timber in 1982 was taking place, so that it was years later before these persons knew of the actions being taken by Cecil J. Gaston, Jr. to enrich himself at the expense of such heirs. Therefore, these persons are not estopped from now asserting their rights, nor have they waived any rights nor have they been guilty of laches, nor has any statute of limitations run against them.

34) The heirs whom I find are entitled to share in the division, if informed how they had been left out of the 1982 title clearance action and/or the sale of the timber, learned of it only in 1989, so that no statute of limitations has run against their claim, nor is their claim barred by laches or waiver or estoppel.

⁴At the point where he received the money from the timber sale, there was, as the result of his lies and failure to properly join defendants such as these nieces who had an interest in the property, a Decree saying he owned the land to the exclusion of these nieces and certain other heirs, but, of course, he did not.

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35) That Cecil S. Gadsden and Cecil S. Gaston, Junior and Senior, are the same persons, that is, the spelling is sometimes one way and sometimes the other.

36) The answer of Cecil J. Gaston, Jr. asserts:

1. Section 15-67-90 S.C. Code of Laws, 1976, as amended, provides that no Decree quieting title to land shall be adjudged invalid or set aside for any reason unless the action to set it aside be commenced within three years from the filing of the Decree in the office of the Clerk of Court.

2. The Decree in the action complained of by the Plaintiffs was filed of record with the Clerk of Court of Beaufort County, South Carolina in 1983.

3. The instant case was not filed until 1990.

4. More than three years has lapsed since the 1983 Decree and this action is barred by Section 15-67-90.

37) While the Summons and Complaint undertook to sue the adjoining landowners to establish the boundary lines, no evidence on the subject was offered. When I called this to the attention of Mr. Graber, he asked for two months to serve the adjoining landowners. I gave him this time and we will take up that issue on July 15, 1991, at 1:00 p.m. In the meanwhile Mr. Graber has furnished me with a stipulation which I have filed which purports to settle the line between the property here litigated and the property of Queenie Taylor.

38) Any Conclusion of Law which is in fact a Finding of Fact is here so adopted.

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CONCLUSIONS OF LAW

1) Any Finding of Fact which is in fact a Conclusion of Law is here so adopted.

2) If Section 15-67-90 Code of Laws of South Carolina, 1976 applies here to bar the claims of the heirs of Herman Gadsden and Carrie Gadsden, then the state is unconstitutional. The testimony establishes that at the time Cecil J. Gaston, Jr. brought his 1982 title clearance action which "gave" him the 74 acres, he knew that he had a brother named Herman Gadsden and a sister named Carrie Gadsden, both dead leaving children, the names of some or all of which were known to him. Yet, he made no attempt to list them in his suit, nor to serve them, and, in fact, knowingly concealed their existence, so the decree in his favor secured by a fraud upon the Court cannot be binding upon the heirs after three years, at which time the persons claimed to be excluded did not know of the suit. If this is true, I can eat Christmas dinner with my sister each year in Sumter during which time I secretly bring a suit alleging that I am the sole heir to a piece of property in Beaufort County left to us as tenants in common by our intestate father, in which suit I, of course, do not name nor serve my sister, so that three Christmases after a decree in my favor, I can announce to my sister as I approach her sideboard for a second serving of turkey and oyster stuffing, "hereafter I will not appear

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at your home for Christmas because I will celebrate the holidays at our old ancestral home in Beaufort, in which home, incidentally, you have no interest, and to which you are not invited!" If the statute says this, it should not, and I certainly will never so interpret it until ordered to by an appellate court.

3) Cecil J. Gaston, Jr. owns one-half (his inherited one-fourth and the inherited one-fourth which was deeded to him by Cornelius Gadsden) of the real property involved and the proceeds of the sale of timber, together hereafter referred to as the estate.

4) The heirs of Herman Gadsden are entitled to one-fourth of the estate, and the said Herman Gadsden having left five children either surviving or having heirs, each child and the heirs of any deceased child are entitled to one-fifth of the one-fourth of his share, so that Eliza Gadsden Tremble, Emily Mitchell, Alice Gadsden Perry, and Doris Gadsden Green are each entitled to one-fifth and one-fourths, and the four children of Estella Gadsden the deceased daughter of Herman Gadsden are each entitled to one-fourth of the one-fifth of the one-fourth, so that Lisa Roacher, Linda Mason, Herbert Mason and Herman Gaston are entitled to such shares.

5) The heirs of Carrie Gadsden are entitled to one-fourth of the estate, the said Carrie Gadsden having left three children. But one Charles Gadsden died and left no heirs, and another Willis Gadsden disappeared more than seven years ago and has not been heard from since such time, so that he is presumed dead. This

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This leaves Louise Gadsden Floyd Williams the only living heir of Carrie Gadsden, so that she is entitled to one-fourth of the estate. Carrie Gadsden was survived by a husband Willis Floyd, but by deed recorded in Deed Book 550 at Page 1660 he conveyed his interest in his wife's estate to his daughter Louise Gadsden Floyd Williams. —

6) Cecil J. Gaston, Jr. has defrauded the heirs and converted personal property (the timber proceeds) to his use, so that the heirs of Herman and Carrie as listed above are legally entitled to punitive damages, but he is now an old blind man, and there being no evidence of his financial condition, I grant only \$100 in punitive damages and leave him to Heaven.

7) I give the parties 30 days to come up with a partition plan to which they all agree, such plan to provide for a partition in kind. If they cannot come up with such a plan, I will have the property sold at public auction.

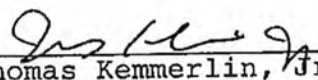
No matter what happens it will be necessary to hold an additional hearing on the amount of attorney's fees to which the Plaintiff's attorney is entitled, and to have an accounting of the proceeds of the sale of the trees, which hearing I set for July 15, 1991, at 1 o'clock p.m. At such time I will also, while figuring amounts, make a determination concerning property taxes paid, my present inclination being to follow the custom of the heir in possession paying the taxes as a sort

14
11/16/91

of rent to his co-tenants. I will also take testimony to determine if Cecil J. Gaston, Jr. paid off mortgages put on the property by Herman Gadsden, so that if he did, he can recoup this sum from the accounting.

ALL OF WHICH IS ORDERED.

IT IS FURTHER ORDERED that Cecil J. Gaston, Jr. make no deed to the property in dispute nor dispose of money in his hands as a result of the timber sales without leave of this Court made upon proper motion.


Thomas Kemmerlin, Jr.
Master In Equity

Beaufort, South Carolina

This 18th day of JUNE, 1991.

15
Term

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 90-CP-07-310

ALICE A.G.G. PERRY, EMILY MITCHELL,)
ELIZA TREMBLE and DORIS GREEN,)

Plaintiffs,)

vs.)

ORDER

HEIRS AT LAW AND DISTRIBUTEES OF)
CHARLES GADSDEN, C.H. GADSDEN,)
C.S. GADSDEN, LOUISE GADSDEN,)
CAIN GADSDEN, JOHN GADSDEN, LULA)
NELSON, LOUIS GADSDEN, HERMAN)
GADSDEN, CARRIE GADSDEN, ESTELLA)
GADSDEN, MATTIE GADSDEN, UNITED)
STATES DEPARTMENT OF AGRICULTURE,)
FARMERS HOME ADMINISTRATION, SOUTH)
CAROLINA ELECTRIC & GAS CO., HAZEL)
POINT PARTNERSHIP, LUTHER MAJOR,)
MARTHA MAJOR, QUEENIE TAYLOR,)
DOLLY FRIPP, BEAUFORT-JASPER)
COMPREHENSIVE HEALTH SERVICES,)
INC.; also, the following persons)
believed to be living: CECIL J.)
GASTON, JR., A/K/A CECIL J. GASTON,)
CORNELIUS GASTON, A/K/A CORNELIUS)
GADSEN, HERMAN GASTON, LISA)
ROACHER, LINDA MASON, HERBERT)
MASON, WILLIS GASTON, AND LOUISE)
GASTON, A/KI/A LOUISE GADSON, and)
all heirs at law, devisees, or)
persons unknown claiming by, under)
or through any of the above-named)
persons, JOHN DOE OR MARY ROE being)
fictitious names designating a)
class of persons, or a legal)
entity, infants, incompetents,)
persons in the military service,)
if any, known or unknown, who may)
be an heir, distributee, devisee,)
issue, alienee, administrator,)
executor, creditor, successor or)
assign, having or claiming to have)
any right, title, interest, estate)
in or lien upon the real estate)
described in the complaint herein,)

Defendants.)

95 APR 12 PM 1 06
CLERK OF COURT
BEAUFORT COUNTY
BEAUFORT, S.C.

T11/22

This matter came before me on March 7, 1995. This partition action has been referred to five (5) Commissioners who are now in the process of dividing the property into two (2) parts. However, before the Commissioners can complete their work, there are three (3) items that need to be resolved. These items are dealt with in this Order.

1. Defendants Gadsden argue that they should be compensated for taxes paid by their ancestor, Cecil Gadsen, over the years when he occupied the property. Plaintiffs oppose any credit being given the Defendants for taxes paid in the past.

2. Defendants Gadsden also argue that they should be compensated for the expenses and labor necessary to grow the trees that were harvested in 1983. Plaintiffs oppose any credit being given to Defendants for the expenses and/or labor in connection with these trees.

3. Plaintiffs argue that since they have not been paid \$43,880.50 (one-half of the monies realized from the sale of timber in 1983), they should receive the equivalent of that money, plus interest, in land.

FINDINGS OF FACT

1. It is not contested that Cecil Gadsden paid taxes on 110 acres for many years.

2. Nor is it contested that Cecil Gadsden lived on the land all of his life and raised a variety of crops on the land.

In the Transcript there are repeated references to Cecil Gadsden's farming (See Page 76 of Transcript regarding plowing; Page 118 regarding farming; Page 122 and Page 123 regarding the raising of watermelons and corn on the land; Page 232 regarding the ownership

of a tractor; Page 233 regarding the purchase of seed and guano; and Page 346 of the Transcript showing Cecil Gadsden's original Complaint wherein he alleged that he had "farmed the land for more than 40 years").

3. The transcript reveals Plaintiffs tried to pay a portion of the taxes. Alice Perry testified (See Page 76 of the transcript):

We have tried. We have come -- oh, I've asked Uncle over and over and over. He said no, he lived there, so he would pay the taxes. And he would rent the property out, sell things from the property. He said he would pay the taxes. Because I was able, we was able to pay our taxes, but he wouldn't let us.

Doris Green testified (Page 118 of the Transcript) that:

Uncle assured us that we didn't have to pay no tax. Uncle Cecil told us that. Now, Uncle told me that because I personally had asked myself. Uncle say "I'll take care of it. We live here. We work this land. We farm it. Don't worry about it."

Louise Williams Testified (Page 135 of the Transcript) that she attempted to pay the taxes with the \$1,000.00 gift. However, Cecil refused to apply the \$1,000.00 to the tax bill. Willie Mae Mitchell testified (see Page 539 of the Transcript) that she attempted to contribute to the taxes but Cecil refused to take any money from her.

4. Cecil Gadsden farmed the property in question for his own benefit. Since he used the land rent-free, he certainly should be required to pay the taxes which entitled him to use the property for his selfish benefit over the years.

5. Defendants Gadsden also now ask for money to compensate them for their labor to grow the trees. However, a claim for reimbursement or compensation for improvements must be asserted in

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the pleadings (See 59A Am Jur 2nd §129). "A claim must be asserted in the pleadings of a partition action if a co-tenant or joint owner seeks compensation for expenditures made for the care or maintenance of the property, or for services rendered for such purposes". Likewise "a claim must ordinarily be asserted in the pleadings before a party to partition may be authorized to recover from the other co-tenants for tax payments..." (See 59 Am Jur 2nd §130 & §131). In this particular case there was no request (in the Answer) for compensation for labor or taxes. Nor was there a request for any other relief.

6. Even if I thought, and I do not so think, that compensation for the expense of raising trees was appropriate, there is no evidence upon which to make findings. Carrie G. Henderson testified that the trees were acquired from a governmental agency. Presumably the trees were acquired at no expense to Defendant Gadsden. It is not possible for me to accurately determine, from the testimony of Henderson, the amount of effort necessary to raise these pine trees. Placing a dollar value on this effort, some thirty or forty years after the fact, would be supposition and guesswork.

7. On March 23, 1983, Cecil J. Gaston entered into an agreement wherein and whereby he agreed to sell timber on the property for a total sum of \$87,761.00. On that date Plaintiffs herein were entitled to one-half of that money or \$43,880.50. Furthermore, Plaintiffs are entitled to prejudgment interest between March 23, 1983 and June 18, 1991.

8. Prejudgment interest between March 23, 1983 and June 18, 1991 is \$36,773.50 meaning that a total of \$80,654.00 was due on June 18, 1991 when this Court found in favor of Plaintiffs awarding them their "rightful share of \$87,761.00 plus interest."

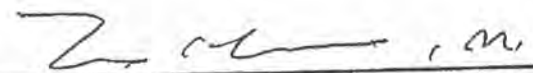
9. On June 18, 1991, I also awarded Plaintiffs \$2,500.00 from a more recent sale of timber plus \$100.00 in punitive damages, and \$9,000.00 in attorney fees. This then raises the total amount due on June 18, 1991 to \$92,254.00.

10. Section 34-31-20 indicates that all money decrees and judgments of Courts enrolled or entered shall draw interest at a rate of 14%. If we apply 14% interest to \$92,254.00 then there is a total due, as of March 22, 1995, of \$151,146.27. Interest beyond March 22, 1995 accrues at \$52.42 a day.

CONCLUSIONS OF LAW

1. It is therefore **ORDERED**, that Defendants Gadsden not be awarded compensation for taxes paid or for labor expended in connection with the planting of trees and that an adjustment be made, by the Commissioners herein, to award the Plaintiffs additional lands representing \$151,146.27, since the Defendants indicate that they cannot or will not pay off the judgment.

IT IS SO ORDERED.


Thomas Kemmerlin, Jr., Master
in Equity and Special Circuit
Judge for Beaufort Common Pleas

Beaufort, South Carolina
This 8th day of April, 1995



STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

CASE NO. 90-CP-7-310

ALICE G. G. PERRY, EMILY)
MITCHELL, ELIZA TREMBLE)
AND DORIS GREEN,)

Plaintiffs,)

-versus-)

ORDER

Heirs at Law and Distributees of)
CHARLES GADSDEN,)
C. H. GADSDEN and others,)

Defendants.)

This matter came before me on November 13, 1997.

C. Scott Graber, representing Plaintiffs herein as well as Louise Williams and the heirs of Estella Gadsden; Abel O. Gray, representing the heirs of Cecil J. Gaston, Jr. or Cecil J. Gadsden; and James Hale representing certain individuals (hereinafter denominated as "Simmons") who claim ownership in the below-described tract by virtue of adverse possession were present at this hearing. This Court has previously found that Plaintiffs collectively own a one-half (1/2) interest in the 113 acres. This Court has previously found the Plaintiffs have a judgement against Defendants Gadsden for the proceeds of the sale of timber. This judgement is now in the amount of Two Hundred Nine Thousand Seven Hundred Eighteen and 47/100 (\$209,718.47) Dollars. The Court has further determined that the entire property is worth Three Hundred Ninety-Nine Thousand and No/100 (\$399,000.00) Dollars.

On November 13, 1997 the Court was advised that a settlement offer had been made to the various heirs of Cecil J. Gadsden. At the hearing C. Scott Graber again repeated the offer and the Court also reiterated the Order. That offer was as follows:

- (a) The Court is advised that various heirs of Gadsden or Gaston shall retain one (1) acre around the old homestead which is currently occupied by Catherine Gaston or Gadsden. This acre shall encompass the house and shall also involve a non-exclusive easement to reach the said acre.
- (b) The Court is further advised that the mobile homes fronting S-7-790, owned, occupied or rented by Gadsden or Gaston shall be relocated to what is shown as Parcel "D" on the plat prepared by Gasque and Associates on 2/9/95 a

copy of which has been previously filed with the Court. If there is insufficient room within parcel "D" to relocate said mobile homes then the owners of these relocating mobile homes shall have no more than two (2) acres, contiguous with and located immediately to the East of Parcel "D" on which to place their mobile homes.

After being advised of this offer, the Gadsden heirs who were present rejected the offer. After they rejected the offer it was pointed out to them that they would receive nothing.

The Court has reached this determination because the Judgement, \$209,718.47, is more than one-half the value of the whole, \$399,000.00, and therefore this Court has determined that Plaintiffs, named below, are entitled to ownership of the whole 113 acres less those acres belonging to "Simmons" as described herein.

Thereafter the Court was advised that an agreement had been reached between the Plaintiffs and those parties known collectively as "Simmons", who by affidavits, without objection, have provided evidence that they are entitled to owning portions of the property based on adverse possession. Attorneys for the Plaintiffs and Simmons have stipulated that the Simmons have acquired these two (2) properties by adverse possession. That settlement agreement would give the various parties known as Simmons--to include the people who occupy the three (3) mobile homes in the extreme Eastern corner of the tract ownership of a parcel of land that includes all three (3) mobile homes. The boundary line defining this acreage shall pass two feet to the West of a shed on the Western boundary; and two feet to the South of a second shed on the Southern boundary. However, this land is better described by a plat which is attached hereto and made a part hereof.

The Court is further advised that Mammie or Mamie Simmons occupies a house within Parcel "D" and she shall continue to occupy or own that house along with land around that house. This land is now included within Parcel "D" and Mamie or Mammie Simmons shall be entitled to one (1) acre within this 4.26 acre parcel.

The Court is further advised that the various heirs of Simmons shall pay over \$6,000.00 to the Plaintiffs.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. IT IS THE FINDING OF THIS COURT that fee simple title in the 113 acres, as shown on the attached plat*, is vested in the following persons in the following percentages:

Louise Floyd Williams	1/2
Eliza Gaston Tremble	1/10
Heirs of Emily Mitchell	1/10
Alice Green Perry	1/10

*made by Gasque & Associates on 2/9/95.

T.H. G.

Doris Gaston Green	1/10
Lisa Roacher	1/40
Linda Mason	1/40
Herbert Mason	1/40
Herman Gaston	1/40

2. HOWEVER, IT IS THE FINDING AND CONCLUSION OF THE COURT that Rudolph Simmons shall take by virtue of adverse possession and settlement the land immediately surrounding the three (3) mobile homes located on S-7-790 and situate in the extreme Northern and Eastern corner of the property. The Western boundary of this parcel shall pass two (2) feet behind an existing shed; and two (2) feet South of an existing shed. This parcel is better described by a plat attached hereto and made a part hereof. This finding confirms the settlement between Plaintiffs and "Simmons".

3. IT IS THE FURTHER FINDING AND CONCLUSION OF THIS COURT that Mamie Simmons shall have by virtue of adverse possession and settlement one (1) acre in Parcel "D" which shall be an acre around her house together with an easement for access, egress and utilities as is necessary, said property being described on the attached plat.

4. IT IS THE FURTHER FINDING AND CONCLUSION OF THIS COURT that the mobile homes and other housing located on S-7-790, and mobile homes or housing located anywhere else on the property, shall be removed within sixty (60) days of this Order. If the said housing and mobile homes are not removed within sixty (60) days the Sheriff of Beaufort County is ordered to go upon the property and to remove those persons still residing on the property. This applies to all persons other than the various "Simmons" people who are provided for herein.

IT IS THE FURTHER FINDING AND CONCLUSION that the Simmons shall pay Plaintiff \$6,000.00.

AND IT IS SO ORDERED

2/20/98

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[Signature]

5. This Order shall be posted upon all mobile homes and other homes on the premises above described within fifteen (15) days of the date of this Order. And, notice of the filing of this Order and a copy of this Order shall be sent to all known heirs of Cecil J. Gadsen, Jr. or Gaston at the last known address of such heirs as furnished by Mr. Ralph E. Tupper, Esq. to Mr. Scott Graber on December 1, 1994.

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TLM

SECTION 140 (175)

89191

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
CA NO. 90-CP-07-310

ALICE G.G. PERRY, EMILY MITCHELL)
ELIZA TREMBLE AND DORIS GREEN,)

Plaintiff,

vs.

Heirs at Law and Distributees)
of CHARLES GADSDEN,)
C. H. GADSDEN, C.S. GADSDEN,)
LOUISE GADSDEN, CAIN GADSDEN,)
JOHN GADSDEN, LULA NELSON,)
LOUIS GADSDEN,)
HERMAN GADSDEN,)
CARRIE GADSDEN,)
ESTELLA GADSDEN,)
MATTIE GADSDEN, ET AL)

Defendants,

ORDER

OCT 15 PM 3:37
BEAUFORT COUNTY
CLERK OF COURT
BEAUFORT, S.C.

This matter came before me on September 25, 2001 by way of Notice of Motion to Enforce Judgment; For An Order of Contempt; For Sanctions, Attorney Fees and Costs filed by Thomas A. Holloway, on behalf of Willis H. Floyd, with Louis O. Dore, Esquire, filing a Return requesting affirmative relief, and appearing on behalf of his clients, Joe Louise Green, Doris Green, Anthony Keith Murrell, Carolyn Trimble and Robert James, Erkhart, III.

Doris Green paid \$86,195.25 as attorney's fees to C. Scott Graber one-fifth (\$17,272.52) of which she claimed she is entitled to recover from Harold Green. In addition, thereto, Ms. Green claimed certain costs associated to the litigation that inured to the benefit of Harold Green, such as attorney's fees in addition to fees to C. Scott Graber, appraisal fees, survey fees, transportation costs,

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lodging and other related costs. Ms. Greens claims against Harold Green total \$25,000.00 plus interest from the date of the Satisfaction of Judgment (May 20, 2000);

Kimla Johnson, Esquire, filed a Return requesting affirmative relief and appearing on behalf of her client, Harold Green.

The parties having reached an amicable settlement to the issues raised placed the following Stipulation on the Record and IT IS THEREFORE ORDERED;

A. Harold Green stipulated and agreed to pay to Doris Green his pro rata share of attorney's fees and costs claim claimed by Doris Green and Doris Green agreed to provide an itemization of the \$17,272.52 attorney's fees paid to C. Scott Graber and the \$25,000.00 claimed. Harold Green further stipulated and agreed that in the event he shall fail to pay the funds due, he voluntarily relinquishes ownership of his eleven (11) acre interest heretofore described, without further order of the Court;

B. All parties stipulate and agree that clear title of the fifty six (56) acre parcel designate as "Willis Floyd" on the plat by Gasque, dated February 9, 1995 as referred to in the Court's Order of February 20, 1998, is confirmed and conveyed to Willis Floyd;

C. All Parties stipulate and agree that Harold Green is entitled to the eleven acre parcel designated as "Carolyn Tremble" on the plat by Gasque, dated February 9, 1995, as referred to in the Court's Order of February 20, 1998.

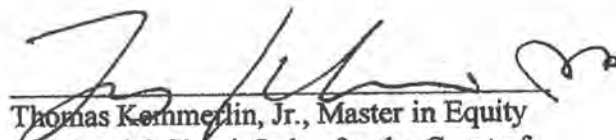
IT IS THEREFORE ORDERED that Harold Green shall pay to Doris Green \$25,000.00 plus interest by November 10, 2001 (45 days from the date of this hearing).

IT IS FURTHER ORDERED that in the event that Harold Green shall fail to pay the funds by November 10, 2001, he voluntarily relinquishes ownership of the eleven (11) acre interest in the

property subject of this action. In the event of non payment of Harold Greens aforescribed payment obligations, this relinquishment shall be made without further Order of this Court, and the property shall be conveyed when the Court signs all deeds of conveyance in accordance with this Order.

IT IS FURTHER ORDERED That this he Court shall sign all deeds of conveyance in accordance with this Order and order to effectuate an orderly and timely transfer of title to the properties pursuant to the stipulated agreement.

IT IS SO ORDERED.


Thomas Kemmerlin, Jr., Master in Equity
and Special Circuit Judge for the Court of
Common Pleas of Beaufort County

Beaufort, South Carolina

This 15th day of October, 2001.

17. Willis F. Floyd thereafter filed a motion to enforce the February 20, 1998 partition judgment, seeking an order requiring Harold Green to sign conveyances pursuant to that 1998 order; a deed containing Mr. Greens' signature does exist but is said by that party to be a forgery.
18. A Return was filed by respondent Doris Green on June 21, 2001 seeking essentially the same relief.
19. A settlement among these parties was reached and made the subject of an order issued by the Master on October 15, 2001 which provides inter alia that "[t]he Court shall sign all deeds of conveyance in accordance with this Order and order to effectuate an orderly and timely transfer of title to the properties pursuant to the stipulated agreement."
20. If these various orders leading up to the October 25, 2001 order are in fact effectuated, the movants will suffer grave injury because the premise of these orders, i.e., the valuation of the property as set by the commissioners and then incorporated into the February 20, 1998 order, is seriously below the actual value of that property
21. The effect of applying this valuation to the transfer of the property and the satisfaction of the attorney fee judgment will serve to deprive the movants of a great deal of property to which they are otherwise justly entitled.

2/10/02
104
Done 1248

RECORDED
2002 Jun -19 12:01 PM
Sharon Q. Burns
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY
BK 01579 PG 103
FILE NUM 200203
RECORDING FEES 10.00
REC'D BY P BAXLEY RCPT# 42971
REC'D 05/10/2002 12:37:34 PM

PLAINTIFF'S
EXHIBIT
7

ELECTRONICALLY FILED - 2023 Mar 07 5:24 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) CORRECTIVE LIMITED WARRANTY DEED

WHEREAS, by Deed dated December 28, 2001, I the undersigned, Thomas Kemmerlin, Jr., Master In Equity for Beaufort County, transferred and conveyed a certain parcel of land to Carolyn Trimble and Anthony Keith Murrell Green, containing 22 acres, and designated on that certain plat prepared by David Gasque, R.L.S., dated February 9, 1995, and revised on August 9, 2001, a copy of which is recorded at Plat Book 84, Page 43, in the office of the RMC for Beaufort County as the property of Doris Green.

WHEREAS, the correct parcel of land which should have been conveyed was that certain parcel containing twelve (22) acres, and is shown and designated on the same plat as being for "Harold Green".

NOW, KNOW ALL MEN BY THESE PRESENTS that I, THOMAS KEMMERLIN, JR., in the State aforesaid, and in consideration of the mutual covenants and agreements contained in the Order of this Court dated February 20, 1998 at and before the sealing of these presents by CAROLYN TRIMBLE AND ANTHONY KEITH MURRELL GREEN, Buck Island Road, Box 188, Bluffton, South Carolina 29910, in the State aforesaid and the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CAROLYN TRIMBLE AND ANTHONY KEITH MURRELL GREEN, their heirs and assigns forever, the following described real estate, to wit:

ALL that certain piece, parcel and lot of land situate, lying and being in the State and County aforesaid, and is shown and designated on that certain plat as being for "Harold Green", containing 22 acres, said plat was prepared by Gasque & Associates, Inc., R.L.S., dated February 9, 1995 and revised August 9, 2001, said plat is recorded in the office of the RMC for Beaufort County in Plat Book 84, Page 43. For a more complete and accurate description as to the metes, bounds, courses and distances, reference may be had to said plat.

This Parcel of land was the subject of this Court's Order dated February 20, 1998, at Judgment Roll No. 89191. Dist. 600, Map 9, Parcel 33.

This Deed prepared by Dore Law Firm, P. A., 133 Sea Island Parkway, Lady's Island, South Carolina 29902.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said CAROLYN TRIMBLE AND ANTHONY KEITH MURRELL GREEN, their her heirs and assigns forever.

ADD DMP Record 6/18/2002 04:59:58 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R600 010 000 0115 0000 00

WITNESS my Hand and Seal this 9th day of May, in the year of our Lord two thousand two (2002) and twenty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
[Signature]

[Signature]
THOMAS KEMMERLIN, JR.
MASTER IN EQUITY

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Thomas Kemmerlin, Jr., sign, seal and as his act and deed, deliver the within written Corrective Limited Warranty Deed, and that s/he with the other witness witnessed the execution thereof.

[Signature]

SWORN to before me this

9th day of May, 2002

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2-10-08

RECORDED
2002 Jul -01 08:22 AM

Sharon O. Burns
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY
BK 01579 PG 103
FILE NUM 200203
RECORDING FEES 10.0
REC'D BY P BAXLEY RCPT# 42971
REC'D 05/10/2002 12:37:34 PM

PLAINTIFF'S
EXHIBIT
8

ELECTRONICALLY FILED - 2023 Mar 07 5:24 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) CORRECTIVE LIMITED WARRANTY DEED

WHEREAS, by Deed dated December 28, 2001, I the undersigned, Thomas Kemmerlin, Jr., Master In Equity for Beaufort County, transferred and conveyed a certain parcel of land to Doris Green, containing eleven (11) acres, and designated on that certain plat prepared by David Gasque, R.L.S., dated February 9, 1995, and revised on August 9, 2001, a copy of which is recorded at Plat Book 84, Page 43, in the office of the RMC for Beaufort County as property of "Doris Green", and

WHEREAS, the correct parcel of land which should have been conveyed was that certain parcel containing eleven (11) acres, and is shown and designated on the same plat as being for "Doris Green".

NOW, KNOW ALL MEN BY THESE PRESENTS that I, THOMAS KEMMERLIN, JR., in the State aforesaid, and in consideration of the mutual covenants and agreements contained in the Order of this Court dated February 20, 1998 at and before the sealing of these presents by ROBERT JAMES ERKHART, III, Buck Island Road, Box 188, Bluffton, South Carolina 29910, in the State aforesaid and the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said ROBERT JAMES ERKHART, III, his heirs and assigns forever, the following described real estate, to wit:

ALL that certain piece, parcel and lot of land situate, lying and being in the State and County aforesaid, and is shown and designated on that certain plat as being for "Doris Green", containing 11 acres, said plat was prepared by Gasque & Associates, Inc., R.L.S., dated February 9, 1995 and revised August 9, 2001, said plat is recorded in the office of the RMC for Beaufort County in Plat Book 84, Page 43. For a more complete and accurate description as to the metes, bounds, courses and distances, reference may be had to said plat.

This Parcel of land was the subject of this Court's Order dated February 20, 1998, at Judgment Roll No. 89191. Dist. 600, Map 9, Parcel 33.

This Deed prepared by Dore Law Firm, P. A., 133 Sea Island Parkway, Lady's Island, South Carolina 29902.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said ROBERT JAMES ERKHART, III, his heirs and assigns forever.

ADD DMP Record 6/27/2002 06:08:10 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	009	000	0133	0000	00

WITNESS my Hand and Seal this 9th day of May, in the year of our Lord two thousand two (2002) and twenty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
[Signature]

[Signature]
THOMAS KEMMERLIN, JR.
MASTER IN EQUITY

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Thomas Kemmerlin, Jr., sign, seal and as his act and deed, deliver the within written Corrective Limited Warranty Deed, and that s/he with the other witness witnessed the execution thereof.

[Signature]

SWORN to before me this

9th day of May, 2002

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 2-10-08

4/10 RB
Tupper 7062
5619



BEAUFORT COUNTY
BK 02079 PGS 0466-0469
FILE NUM 2005001405
01/06/2005 09:48:13 AM
REC'D BY B BING RCPT# 299497
RECORDING FEES 10.00
County Tax 242.00
State Tax 572.00

RECORDED
2005 Feb -02 10:58 AM
Sharon Q. Bunn
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS THAT CAROLYN TRIMBLE AND ANTHONY KEITH MURRELL GREEN in the State aforesaid for and in consideration of the sum of TWO HUNDRED TWENTY THOUSAND AND NO/100 (\$220,000.00) DOLLARS, to us in hand paid at and before the sealing of these presents by CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON in the State aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, the following described property, to-wit:

“SEE ATTACHMENT”

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, their successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN

ADD DMP Record 1/29/2005 03:04:46 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	010	000	0115	0000	00

COMMON to warrant and defend, all and singular, the said premises unto the said
CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS
TENANTS IN COMMON against us and our heirs, successors and assigns and all persons
whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 20th day of December in the year of our
Lord two thousand four (2004) and in the two hundred and twenty-eighth year of the
Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Marge C Mack
signature of 1st witness

Carolyn Tremble
CAROLYN TREMBLE

[Signature]
signature of 2nd witness (Notary)

Anthony Keith Murrell Green
ANTHONY KEITH MURRELL GREEN

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Carolyn Trimble and Anthony Keith Murrell Green sign, seal and as their acts and deeds, deliver the within written Deed, and that s/he with the other witnessed the execution thereof.

Marge C Mack
signature of 1st witness

SWORN to before me this 20th
day of December, 2004

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/14/2013

ATTACHMENT

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and is shown and designated on that certain plat prepared for Doris and Alex Green by Gasque and Associates, Inc., dated February 9, 1995, and revised on May 9, 2000 and December 17, 2004, and is shown on said plat as being the property of "Harold Green", containing 22 acres. For a more complete and accurate description as to the metes, bounds, courses and distances reference may be had to said plat, which is recorded in the office of the RMC for Beaufort County at Plat Book 103, Page 182.

This is the same parcel of land which was the subject of an Order signed by Thomas Kemmerlin, Jr. as Master In Equity for Beaufort County, dated February 20, 1998, at Judgment Roll 89191, and was conveyed to the Grantors herein by Corrective Limited Warranty Deeds of Thomas Kemmerlin, Jr., Master In Equity on May 9, 2002. Said deed is recorded in the office of the RMC for Beaufort County at Deed Book 1579, Page 1037.

Reference: District 600, Map 10, Parcel 115.

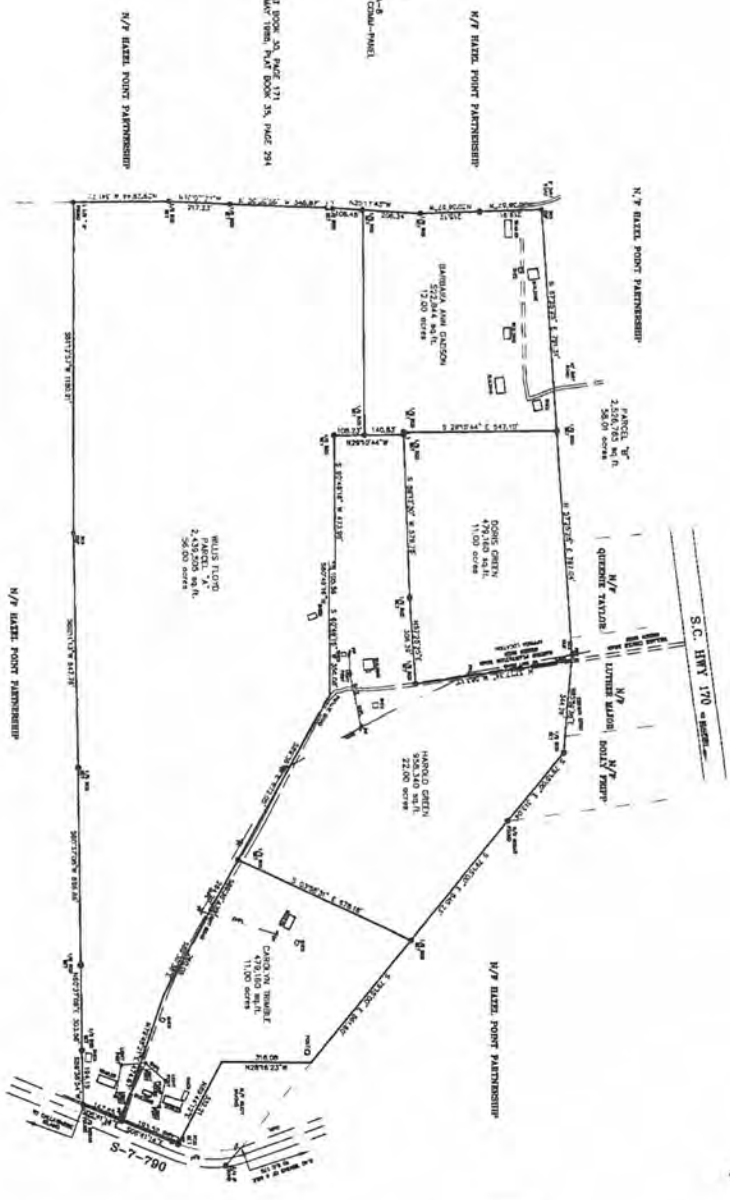
This Deed prepared by Louis O. Dore of Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, SC 29907.

Grantees' mailing address: 4201 Sandy Lake Drive
Lithonia, GA 30038

PLAINTIFF'S EXHIBIT

3/10/2023

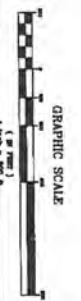
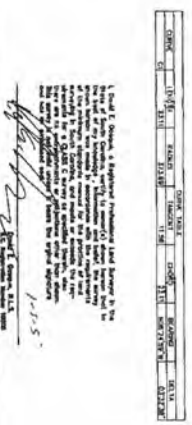
LOCATION MAP (N.T.S.)



Lot	Area (Ac.)	Area (Sq. Ft.)
1	1.00	43,560
2	1.00	43,560
3	1.00	43,560
4	1.00	43,560
5	1.00	43,560
6	1.00	43,560
7	1.00	43,560
8	1.00	43,560
9	1.00	43,560
10	1.00	43,560
11	1.00	43,560
12	1.00	43,560
13	1.00	43,560
14	1.00	43,560
15	1.00	43,560
16	1.00	43,560
17	1.00	43,560
18	1.00	43,560
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89	1.00	43,560
90	1.00	43,560
91	1.00	43,560
92	1.00	43,560
93	1.00	43,560
94	1.00	43,560
95	1.00	43,560
96	1.00	43,560
97	1.00	43,560
98	1.00	43,560
99	1.00	43,560
100	1.00	43,560

- NOTES:
- 1) ALL LOTS ARE SUBJECT TO LOCAL AVAILABILITY OF WATER AND SEWER SERVICE.
 - 2) ALL LOTS ARE SUBJECT TO LOCAL AVAILABILITY OF ELECTRICITY AND GAS SERVICE.
 - 3) ALL LOTS ARE SUBJECT TO LOCAL AVAILABILITY OF TELEPHONE SERVICE.
- REFERENCES:
- 1) BLUFTON USE MAP A, PARCEL 11
 - 2) BLUFTON USE MAP A, PARCEL 12
 - 3) BLUFTON USE MAP A, PARCEL 13
 - 4) BLUFTON USE MAP A, PARCEL 14
 - 5) BLUFTON USE MAP A, PARCEL 15
 - 6) BLUFTON USE MAP A, PARCEL 16
 - 7) BLUFTON USE MAP A, PARCEL 17
 - 8) BLUFTON USE MAP A, PARCEL 18
 - 9) BLUFTON USE MAP A, PARCEL 19
 - 10) BLUFTON USE MAP A, PARCEL 20
 - 11) BLUFTON USE MAP A, PARCEL 21
 - 12) BLUFTON USE MAP A, PARCEL 22
 - 13) BLUFTON USE MAP A, PARCEL 23
 - 14) BLUFTON USE MAP A, PARCEL 24
 - 15) BLUFTON USE MAP A, PARCEL 25
 - 16) BLUFTON USE MAP A, PARCEL 26
 - 17) BLUFTON USE MAP A, PARCEL 27
 - 18) BLUFTON USE MAP A, PARCEL 28
 - 19) BLUFTON USE MAP A, PARCEL 29
 - 20) BLUFTON USE MAP A, PARCEL 30
 - 21) BLUFTON USE MAP A, PARCEL 31
 - 22) BLUFTON USE MAP A, PARCEL 32
 - 23) BLUFTON USE MAP A, PARCEL 33
 - 24) BLUFTON USE MAP A, PARCEL 34
 - 25) BLUFTON USE MAP A, PARCEL 35
 - 26) BLUFTON USE MAP A, PARCEL 36
 - 27) BLUFTON USE MAP A, PARCEL 37
 - 28) BLUFTON USE MAP A, PARCEL 38
 - 29) BLUFTON USE MAP A, PARCEL 39
 - 30) BLUFTON USE MAP A, PARCEL 40
 - 31) BLUFTON USE MAP A, PARCEL 41
 - 32) BLUFTON USE MAP A, PARCEL 42
 - 33) BLUFTON USE MAP A, PARCEL 43
 - 34) BLUFTON USE MAP A, PARCEL 44
 - 35) BLUFTON USE MAP A, PARCEL 45
 - 36) BLUFTON USE MAP A, PARCEL 46
 - 37) BLUFTON USE MAP A, PARCEL 47
 - 38) BLUFTON USE MAP A, PARCEL 48
 - 39) BLUFTON USE MAP A, PARCEL 49
 - 40) BLUFTON USE MAP A, PARCEL 50
 - 41) BLUFTON USE MAP A, PARCEL 51
 - 42) BLUFTON USE MAP A, PARCEL 52
 - 43) BLUFTON USE MAP A, PARCEL 53
 - 44) BLUFTON USE MAP A, PARCEL 54
 - 45) BLUFTON USE MAP A, PARCEL 55
 - 46) BLUFTON USE MAP A, PARCEL 56
 - 47) BLUFTON USE MAP A, PARCEL 57
 - 48) BLUFTON USE MAP A, PARCEL 58
 - 49) BLUFTON USE MAP A, PARCEL 59
 - 50) BLUFTON USE MAP A, PARCEL 60
 - 51) BLUFTON USE MAP A, PARCEL 61
 - 52) BLUFTON USE MAP A, PARCEL 62
 - 53) BLUFTON USE MAP A, PARCEL 63
 - 54) BLUFTON USE MAP A, PARCEL 64
 - 55) BLUFTON USE MAP A, PARCEL 65
 - 56) BLUFTON USE MAP A, PARCEL 66
 - 57) BLUFTON USE MAP A, PARCEL 67
 - 58) BLUFTON USE MAP A, PARCEL 68
 - 59) BLUFTON USE MAP A, PARCEL 69
 - 60) BLUFTON USE MAP A, PARCEL 70
 - 61) BLUFTON USE MAP A, PARCEL 71
 - 62) BLUFTON USE MAP A, PARCEL 72
 - 63) BLUFTON USE MAP A, PARCEL 73
 - 64) BLUFTON USE MAP A, PARCEL 74
 - 65) BLUFTON USE MAP A, PARCEL 75
 - 66) BLUFTON USE MAP A, PARCEL 76
 - 67) BLUFTON USE MAP A, PARCEL 77
 - 68) BLUFTON USE MAP A, PARCEL 78
 - 69) BLUFTON USE MAP A, PARCEL 79
 - 70) BLUFTON USE MAP A, PARCEL 80
 - 71) BLUFTON USE MAP A, PARCEL 81
 - 72) BLUFTON USE MAP A, PARCEL 82
 - 73) BLUFTON USE MAP A, PARCEL 83
 - 74) BLUFTON USE MAP A, PARCEL 84
 - 75) BLUFTON USE MAP A, PARCEL 85
 - 76) BLUFTON USE MAP A, PARCEL 86
 - 77) BLUFTON USE MAP A, PARCEL 87
 - 78) BLUFTON USE MAP A, PARCEL 88
 - 79) BLUFTON USE MAP A, PARCEL 89
 - 80) BLUFTON USE MAP A, PARCEL 90
 - 81) BLUFTON USE MAP A, PARCEL 91
 - 82) BLUFTON USE MAP A, PARCEL 92
 - 83) BLUFTON USE MAP A, PARCEL 93
 - 84) BLUFTON USE MAP A, PARCEL 94
 - 85) BLUFTON USE MAP A, PARCEL 95
 - 86) BLUFTON USE MAP A, PARCEL 96
 - 87) BLUFTON USE MAP A, PARCEL 97
 - 88) BLUFTON USE MAP A, PARCEL 98
 - 89) BLUFTON USE MAP A, PARCEL 99
 - 90) BLUFTON USE MAP A, PARCEL 100

GASQUE & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
20 PROFFERSVILLE, VIRGINIA, BEAUFORT, S.C.
P.O. BOX 1000
(843) 322-1798



SUBDIVISION SURVEY
PREPARED FOR DORIS AND ALEX GREEN
CHEECHASSE-LOWBOTTOM SECTION
BLUFTON TOWNSHIP
BEAUFORT COUNTY-SOUTH CAROLINA
DATE: 02/09/05 SCALE: 1"=200'
REVISION: 12/17/04 ADDED ROAD NAMES



4 to RP
Upper 7062
6619

BEAUFORT COUNTY
BK 02079 PGS 04
FILE NUM 200500
01/06/2005 09:48:13 AM
REC'D BY B BING RCPT# 299487
RECORDING FEES 10.00
County Tax 121.00
State Tax 280.00



RECORDED
2005 Feb -17 09:44 AM
Sharon W. Bunn
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT ROBERT JAMES ERKHART, III,
in the State aforesaid for and in consideration of the sum of ONE HUNDED TEN THOUSAND
AND NO/100 (\$110,000.00) DOLLARS, to me in hand paid at and before the sealing of these
presents by CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON
GOODRUM AS TENANTS IN COMMON, in the State aforesaid, for which the receipt whereof
is hereby acknowledged, have granted, bargained, sold and released and by these presents do
grant, bargain, sell and release unto the said CUNNINGHAM REAL ESTATE
MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, the following
described property, to-wit:

“SEE ATTACHMENT”

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto
the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM
AS TENANTS IN COMMON, their successors and assigns forever.

AND I do hereby bind myself and my heirs, executors, successors and assigns, to warrant
and forever defend, all and singular, the said premises unto the said CUNNINGHAM REAL

ADD DMP Record 2/16/2005 04:11:24 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R600 009 000 0112 0000 00

ELECTRONICALLY FILED - 2023 Mar 07 5:24 PM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, to warrant and defend, all and singular, the said premises unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, against me and my heirs, successors and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal this 20~~th~~ day of December, in the year of our Lord two thousand four (2004) and in the two hundred and twenty-eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Marge C Mack
signature of 1st witness

[Signature]
signature of 2nd witness (Notary)

Robert James Erkhart III
ROBERT JAMES ERKHART, III

COUNTY OF BEAUFORT)
) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Robert James Erkhart, III sign, seal and as his act and deed, deliver the within written Deed, and that s/he with the other witnessed the execution thereof.

Marge C Maca
signature of 1st witness

SWORN to before me this 20th

day of December, 2004

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/16/2013

ATTACHMENT

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and is shown and designated on that certain plat as being for Doris Green and Alex Green by Gasque and Associates, Inc., dated February 9, 1995, and revised on May 9, 2000 and December 17, 2004. Said property is shown on said plat as being the property of "Doris Green", containing 11 acres. For a more complete and accurate description as to the metes, bounds, courses and distances, reference may be had to said plat, a copy of which is recorded in the office of the RMC for Beaufort County at Plat Book 103, Page 182.

This parcel of land was the subject of an Order signed by Thomas Kemmerlin, Jr., as Master In Equity for Beaufort County, dated February 20, 1998, at Judgment Roll No. 89191, and was conveyed to the Grantor herein by Corrective Limited Warranty Deed of Thomas Kemmerlin, Jr., Master In Equity for Beaufort County. Said deed being recorded in the office of the RMC for Beaufort County at Deed Book 1579, Page 1039.

Reference: District 600, Map 9, Parcel 112.

This Deed prepared by Louis O. Dore of Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, SC 29907.

Grantees' mailing address: 4201 Sandy Lake Drive
Lithonia, GA 30038

350
10 6213

The Law Office of Dean B. Bell
1 Corpus Christie
Building 105 Executive Center
Hilton Head Island, SC 29928

RECORDED
2016 Apr -25 10:06 AM

BEAUFORT COUNTY AUDITOR



BEAUFORT COUNTY SC - R00
BK 3476 Pgs 3028-3030
FILE NUM 2016019156
04/19/2016 11:40:46 AM
REC'D BY sherrellw RCPT# 807
RECORDING FEES \$10.00
County Tax \$200.75
State Tax \$474.50

Prepared by:
Eversole Law Firm, PC
1509 King St.
Beaufort, SC 29902

DMP: R600-010-000-0115-0000

ADD DMP Record 4/22/2016 09:50:45 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	010	000	0115	0000	00

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUN for and in consideration of the sum of ONE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND 00/100 (\$182,500.00) DOLLARS to them in hand paid at and before the sealing of these presents by JAMES REID AND SARANIA REID, 171 Station Parkway, Bluffton, SC 29910, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said JAMES REID AND SARANIA REID, as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns forever, in fee simple, the following described real property, to wit:

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and containing 22.961 acres, more or less, and being shown and designated on that certain plat entitled Property Line Adjustment R600 009 000 0112 0000 and R600 009 000 0115 0000 prepared for Beaufort Jasper Comprehensive Health Services and Cunningham Real Estate by Zyad A. Khalil, RLS, dated July 15, 2010 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 131 at Page 10. For a more complete description as to metes and bounds, courses and distances, reference may be made to the aforementioned plat of record.

This being the same property acquired by the within-named Grantors by Deed of Carolyn Trimble and Anthony Keith Murrell Green dated December 20, 2004 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Record Book 2079 at Page 466.

This instrument prepared by Eversole Law Firm, PC, Alysoun M. Eversole, 1509 King Street, Beaufort, South Carolina 29902 without the benefit of title examination or opinion of title.

ELECTRONICALLY FILED - 2016 MAR 07 5:24 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701567

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said **JAMES REID AND SARANIA REID**, as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns, and Grantors do hereby bind themselves and their heirs and assigns to warrant and forever defend all and singular said premises unto the said **JAMES REID AND SARANIA REID** as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns, as hereinabove provided against Grantors and their heirs and any person or persons whomsoever lawfully claiming, or to claim the same or any part thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ELECTRONICALLY FILED - 2023 Mar 07 5:24 PM - BEAUFORT COMMON PLEAS CASE#2023-0001507

WITNESS our hands and seals this 5 day of April, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CUNNINGHAM REAL ESTATE
MANAGEMENT, INC.

Witness 1

Witness 2

BY:

Herman Cunningham, President

LEON GOODRUM

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, (Notary) Deborah A Rodgers do hereby certify that Cunningham Real Estate Management, Inc. by Herman Cunningham, President and Leon Goodrum, individually personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this 5th day of April, 2016.

Notary Public for South Carolina

My Commission Expires: 3/25/2024

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Year	Year
M600 010 000 0115 0000	06483254	,	3/17/2023	2023	2022

Current Parcel Information

Owner	HENDERSON CARRIE G	Property Class Code	MHImp PlattedLot SeveredMH
Owner Address	PO BOX 6524 BEAUFORT SC 29903	Acreage	.0000
Legal Description	1996/MIRAGE/HORTON/GRAY-NAVY/A SER#H202086/HUD-876059/76X16/ *M600/9/33/4 TO M600/9/112/0 BEST QUALITY HOUSING INC		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2022				\$270.17	\$0.00
2021				\$230.88	\$340.51
2020				\$224.73	\$224.73
2019				\$222.11	\$330.43
2018				\$203.89	\$203.89
2017				\$187.74	\$340.90
2016				\$185.06	\$287.82
2015				\$178.14	\$178.14
2014				\$158.45	\$158.45
2013				\$154.14	\$154.14

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
MOBILE HOME DEALERSHIP	147 95	8/12/1995	Ot		\$28,395
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	MHOME	Manufactured Home	1996	0	0		
R01	MISC	Miscellaneous	0000	0	0		48

September 24, 2022

Carrie Gaston Henderson

316 East 35th Street

Savannah, GA 31401

To:

State of South Carolina

County of Beaufort

James Reid and Sarania Reid

September 24, 2022
Carrie Gaston Henderson
316 East 35th Street
Savannah, GA 31401

State of South Carolina
County of Beaufort
James Reid and Sarania Reid

RE: Reid v Henderson
2020 -CP- 07-01507

To the Court,

I am answering Attorney Chereese T Handy motion of September 16, 2022, asking the court for judgement. There is conflict of interest, fraudulent, misinterpretations, frame and cover up within this case where James Reid and Sarania Reid who are part of the 1981 Quiet Title Action and the 1991 Lawsuit. Attorney Louis O. Dore was the attorney who cleared up the 1981 Satisfied Mortgage for Cecil Gaston from Attorney Gary Brown who mortgage the land for Cecil Gaston Brother, Herman Gaston twice.

In the year of 2000 – 2001, he started to make deeds for the entire 112 acres of land for Herman Gaston and Carrie Gaston heirs. I was left out of the deed, then he became the attorney for Herman Gaston heirs and found Cunningham Real Estate Management Inc. and Leon Goodrum to sell the land for Herman and Carrie Gaston heirs. Attorney Louis O. Dore took his case to the South Carolina Court of Appeal for Herman Gaston heirs in the year of 2002.

My mother told me to put my mobile home on this land in the year of 1995. She died in the year of 2010 and left her estate, where I probate her estate in 2011. Attorney Louis O. Dore and additional attorneys within this case planted this and my land was stolen from me, and I am asking the Court of Judgement to be in my favor with this case and this matter.

If the appeal court knew about the above information about conflict of interest would the court's decision contradict to what the past decisions were made? I have mentioned a couple of attorneys who were involved in this case and believe are a conflict of interest, but here are more that are also:

- Attorney Darnell Johnson
- Attorney Louis O. Dore
- Attorney Scott Graber
- Attorney Gary Brown
- Attorney Thayer Rivers
- Attorney Thomas Mikell
 - Cecil Gaston first attorney, which he was dereliction of duty

All accusations that I have claimed has already been presented to the court and there is a paper trail of all the attorneys mentioned above. Please refer to the court history and evidence for any additional information needed and/or questions about this case. I also do not claim be an attorney but I am here fighting for my land and my rights.

 Sincerely,
Carrie Gaston Henderson

DORE LAW FIRM, P.A.
ATTORNEYS AT LAW
133 SEA ISLAND PARKWAY
POST OFFICE BOX 2478
BEAUFORT, SOUTH CAROLINA 29901-2478

TELEPHONE (843) 522-9112
FAX (843) 522-8050
DORELAWFIRM@METAFORMSYSTEMS.COM

K.V. Dore
Louis O. Dore

Cheryl V. Doe
Anthony O. Dore

October 7, 2002

Kenneth A. Richstad, Clerk
The South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29111

RE: Perry, Alice v. Heirs of Charles Gadsden

Dear Mr. Richstad:

In response to your letter of October 1, 2002, the following are the clients whom I represent in the above appeal:

Lisa Roacher, Linda Mason, Herbert Mason and Herman Gaston
Doris Gaston Green, individually and also as successor in interest to Alice Perry
Robert James Ekhardt, III, successor in interest to Emily Mitchell
~~Carolyn Tremble, successor in interest to Eliza Gaston Tremble~~

Very truly yours,


Louis O. Dore

LOD/mcm

cc: Mary P. Miles, Esquire ✓
Thomas A. Holloway, Esquire

STATE of South Carolina
County of Beaufort
Carrie Gaston Henderson Plaintiff(s),

VS
James Reid and Sarania Reid
Civil Action no, 2020-CP-07-01507 non-Jury
now come the above named, Carrie Gaston Henderson
and move to recuse Judge Marvin Duke III
The above entitled Matter under 28 USC Sec.
455, and Marshall v Terrico inc. 446 US 238, 242,
1005.CT, 1610, 64 L Ed, 2d 182 (1980).

I Carrie Gaston have Provide evidence of Conflict
of interest in this case in front of Judge Marvin
Duke III. on May 22, 2018 to vacate the sake of
of the hand of which is at hand

Statutory rend of clause 39 in 1354 thus no man of
of what state or condition he be, shall be put out of
Lands or Tenements nor taken, nor disinherited, nor
put to death without he be brought to answer by
due process of law.

This case has been a cover up from the start which
clearly represent obstruction of Justice

Sign, Carrie Henderson
March 1 2023

2020-CP-0701507

August 7, 2022
Carrie Gaston Henderson
316 East 35th Street
Savannah, GA 31401

Cherese T. Handy, Esq.
1011 Bay Street, Suite 2B
Beaufort, SC 29902
P.O. Box 6503
Beaufort, SC 29903

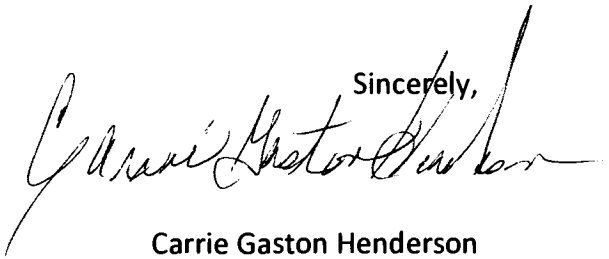
RE: Reid v Henderson
2020 -CP- 07-01507

Dear Attorney Handy,

I don't agree with the Judge being Judge Marvin H. Dukes III. The reasoning is due to this may be a bias session in the courts. I previously was in motion in the courts before Judge Dukes in May 2018 where we discussed Case No. 2017-CP-07-00413 for Regions Bank dba Regions Mortgage with Willis H Floyd and during that time there was a conflict of interest where he put the process of this case to approve the deed that shouldn't have not been approved. In addition to this, in the year of 2006, Judge Ellis Drew completed this case to a conflict of interest. This is where I believe there would a conflict. All of this has been filed in court.

There was also a mediation that happened in February, but nothing happened after that. This mediation was supposed to decide about this matter, why do we have to go before Judge Duke when there was supposed to be a mediation on this case.

I am defending my rights and I would like Justice.

Sincerely,

Carrie Gaston Henderson

State of South Carolina
County of Beaufort
CARRIE GASTON HENDERSON
: Defendant:

VERSUS

JAMES REID AND SERENA
REID : Plaintiff:

In The Court of Common
Plea: Civil Action
No: 2020-CP-07-0157
Non Jury

Motion for Reconsideration:

June 16, 2023

2023 JUN 19 AM 8:22
JERRI ANN ROSENEAU
CLERK OF COURT
BEAUFORT COUNTY, S.C.

1. On MAY 15, 2023 Judge MARVIN DUKIE III based his decision for CARRIE GASTON HENDERSON to REMOVE HER mobile HOME stating Attorney Louis E. Dore did not prepare and sign deed but only sign as a witness. Also proof of Attachment: Judge Ellis DREW, Motion Attorney Louis E. Dore to Step Down from This Case 2007 because HE WAS Conflict of Interest, therefore SERENA AND JAMES REID, The deed that Attorney Louis E. Dore prepare, And Sign in ^{error} 2004 is Not legal,

② Because The Original deed was in 1887 "See Copy", Attorney Louis Doe used That Same Deed and changed date that he prepared + signed to 2004 "See Copy": That The Same deed that SERENA and JAMES LEID HAVE for 2016 "See Copy": CARRIE GASTON GASTON HENDERSON wrote Attorney Louis Doe 2001 to tell him he forged The deed "See Copy": CARRIE GASTON HENDERSON wrote The Court 2006 to inform Attorney Louis Doe he was Conflict of interest. Then 2007, Judge Ellis Decided motion Attorney Louis Doe to Step down from Case in which he Attorney Doe wrote letter That he was Relieved of His duty, from HERMAN GASTON and CARRIE GASTON HEIRS, Now 2016, the Same deed from 1887 is The Same, Except, Now Originated from CHERESE HANDY, Showing The deed date change and The Amount of Money Changes. How Can any of These Changes be legal. Attorney Louis Doe Had already prepared the Entire 113 Acres of land before hand With 56 Acres to WILLIS FLOYD and And 56 Acres to HERMAN GASTON HEIRS. None is legal: SEE proof of Copies Enclosed.

②. That Louis D. Dore was a witness, and have nothing to do with signing the deed, Judge Duke was being deceitful and also Judge Duke abuse his discretion. By deceiving the witness, fully showing miscarriage of justice, and Attorney Louis Dore are not only guilty of conflict of interest in preparing the deed, he is guilty of other matters. Such as going to Supreme Court, he never told them that he was Cecil Gaston Jr. Attorney. With this foregoing case, I am Carrie Gaston Henderson A heirs to Cecil Gaston Jr my father. I am entitled to my heirs property. what is good for one is good for all. See: Attachment on back where Attorney Dore was Cecil Gaston Attorney.

These Are The Witness, In Open
Court Head Judge Duke III.

Saying to Them, That Attorney
Louis E. Dore did Not prepare And
Sign Deed, But Only Sign As

A Witness, CARRIE GASTON HENDERSON
LICKY GASTON, DIANNE GASTON BOSTICK

LILLIE MAE GASTON, ROBERT WRIGHT,

ALLEN WRIGHT, THE COURT REPORTER

SERENA REID, ATTORNEY CHERESE HANDY

③

Conclusion:

The Fifth Amendment: Contains A Clause

Stating that Nobody may be deprived of Life, Liberty, Or property, Without due process of The Law. The 14 Amendment: is one of The Several Amendments protection Under Unfair Treatment And Equal protection of The Law. Dodge V. United States. My Rights would be infringed yet further if The Evidence were Allowed to be Used.

Martin V. Hunter Lessee

14 U.S. (Wheat) 304 (1816)

This land was Own By my father Cecil Gaston Jr. I am Carrie Gaston Henderson the daughter of Cecil Gaston Jr. I am

A True Heirs.

Date: MAY 16 2023

Sign: Carrie Gaston Henderson

Sign: Carrie Gaston Henderson
Carrie Gaston Henderson

Civil Action No. 2020-CP-01507

Non Jury

Order Granting Plaintiff's Motion
For Summary Judgment

The Judge Order Saying That
Ms. Carrie Henderson Mobile Home
Is Not Her primary Residence
Starting in Order on page 11. See
Attachment on Eviction, where she
was living at the time.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2006-CP-07-2435

CARRIE GASTON HENDERSON)
AND CATHERINE GASTON,)

Plaintiffs,)

-versus-)

DORIS GREEN, WILLIS FLOYD)
AND JOE LOUIS GREEN, JR.,)

Defendants.)

ORDER

This matter comes before me upon Motion made by Louis O. Dore, attorney for the defendants, Doris Green and Joe Louis Green, Jr., for an Order to be relieved as counsel. Proper and timely notice of hearing was given to all parties. The matter was heard before me on Tuesday, May 8, 2007, at 2:00 p.m. Present at the hearing were Louis O. Dore and the plaintiffs, Carrie Gaston Henderson and Catherine Gaston, appearing Pro Se. It appears that the defendants, Doris Green and Joe Louis Green no longer wish to be represented by Louis O. Dore. It further appears that the Motion was filed at the behest of the Defendants. The Plaintiffs had no objection and it appears that for good cause shown, Louis O. Dore should be relieved as counsel for the defendants, Doris Green and Joe Louis Green.

It is, therefore, Ordered that Louis O. Dore is hereby relieved as counsel in the above entitled cause. The Defendants, Doris Green and Joe Louis Green shall have thirty (30) days to obtain new counsel. If they do not obtain new counsel within 30 days they are deemed to have waived their right to counsel.



AND IT IS SO ORDERED.



HONORABLE ELLIS DREW, JUDGE
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

Beaufort, South Carolina

May 11, 2007



Grady Goodson

TO

E. H. Goodson

TITLE TO REAL ESTATE.

Filed 26th day

of November A. D. 1920

and recorded in Book 33

Page 876 Fee, \$ 1.50

W. H. Goodson

R. M. C. or C. of P. & A. S.

Beaufort County, S. C.

Recorded this 26th day

of November 1920

in Book 13 Page 110

Fee, \$ 2.50

W. H. Goodson

Beaufort County S. C.

4/10 RE
Tupper 7002
567

BEAUFORT COUNTY SC - R00
BK 02079 PGS 0400-0400
FILE NUM 2005001405
01/06/2005 09:46:13 AM
REC'D BY B BING RCPT# 200407
RECORDING FEES 10.00
County Tax 242.00
State Tax 572.00

RECORDED
2005 Feb -02 10:56 AM
Sharon Q. Smith
BEAUFORT COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT CAROLYN TRIMBLE AND ANTHONY KEITH MURRELL GREEN in the State aforesaid for and in consideration of the sum of TWO HUNDRED TWENTY THOUSAND AND NO/100 (\$220,000.00) DOLLARS, to us in hand paid at and before the sealing of these presents by CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON in the State aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, the following described property, to-wit:

"SEE ATTACHMENT"

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, their successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN

ADD OMP Record 1/29/2005 03:04:45 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map Submap Parcel Block Week
R500 010 000 0115 0000 00

COMMON to warrant and defend, all and singular, the said premises unto the said
CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS
TENANTS IN COMMON against us and our heirs, successors and assigns and all persons
whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 20th day of December in the year of our
Lord two thousand four (2004) and in the two hundred and twenty-eighth year of the
Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Marge C Mack
signature of 1st witness

Carolyn Tremble
CAROLYN TREMBLE

[Signature]
signature of 2nd witness (Notary)

Anthony Keith Murrell Green
ANTHONY KEITH MURRELL GREEN

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Carolyn Trimble and Anthony Keith Murrell Green sign, seal and as their acts and deeds, deliver the within written Deed, and that s/he with the other witnessed the execution thereof.

Margie C. Mack
signature of 1st witness

SWORN to before me this 20th
day of December, 2004

Spivey D. H. [Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/16/2013

ATTACHMENT

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and is shown and designated on that certain plat prepared for Doris and Alex Green by Gasque and Associates, Inc., dated February 9, 1995, and revised on May 9, 2000 and December 17, 2004, and is shown on said plat as being the property of "Harold Green", containing 22 acres. For a more complete and accurate description as to the metes, bounds, courses and distances reference may be had to said plat, which is recorded in the office of the RMC for Beaufort County at Plat Book 103, Page 182.

This is the same parcel of land which was the subject of an Order signed by Thomas Kemmerlin, Jr. as Master In Equity for Beaufort County, dated February 20, 1998, at Judgment Roll 89191, and was conveyed to the Grantors herein by Corrective Limited Warranty Deeds of Thomas Kemmerlin, Jr., Master In Equity on May 9, 2002. Said deed is recorded in the office of the RMC for Beaufort County at Deed Book 1579, Page 1037.

Reference: District 600, Map 10, Parcel 115.

This Deed prepared by Louis O. Dore of Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, SC 29907.

Grantees' mailing address: 4201 Sandy Lake Drive
Lithonia, GA 30038

Kv. dore

DORE LAW FIRM, P.A.

ATTORNEYS AT LAW
133 SEA ISLAND PARKWAY
POST OFFICE BOX 2478

BEAUFORT, SOUTH CAROLINA 29901-2478

TELEPHONE (843) 522-9110

FAX (843) 522-5030

DORELAWFIRM@METAFORMSYSTEMS.COM

Louis O. Dore

Cheryl V. Doe

Anthony O. Dore

October 7, 2002

Kenneth A. Richstad, Clerk
The South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29111

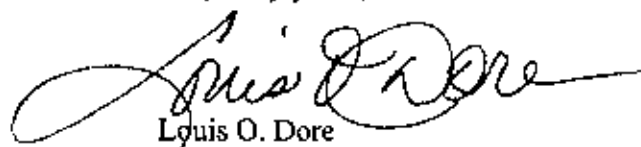
RE: Perry, Alice v. Heirs of Charles Gadsden

Dear Mr. Richstad:

In response to your letter of October 1, 2002, the following are the clients whom I represent in the above appeal:

Lisa Roacher, Linda Mason, Herbert Mason and Herman Gaston
Doris Gaston Green, individually and also as successor in interest to Alice Perry
Robert James Ekhardt, III, successor in interest to Emily Mitchell
Carolyn Tremble, successor in interest to Eliza Gaston Tremble

Very truly yours,



Louis O. Dore

LOD/mcm

cc: Mary P. Miles, Esquire ✓
Thomas A. Holloway, Esquire

ELECTRONICALLY FILED - 2022 Sep 26 11:38 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

350
10 6813
The Law Office of Dean B. Bell
1 Corpus Christie
Building 106 Executive Center
Hilton Head Island, SC 29928

RECORDED
2016 Apr -25 10:06 AM

BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - R00
BK 3476 Pgs 3028-3030
FILE NUM 2016019156
04/19/2016 11:40:46 AM
REC'D BY sherrell SCPT# 807
RECORDING FEES \$10.00
County Tax \$200.75
State Tax \$474.50

Prepared by:
Eversole Law Firm, PC
1509 King St.
Beaufort, SC 29902

ADD DMP Record 4/22/2016 09:50:46 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Block	Parcel	Block	Week
R600	010	000	0115	0000	00

DMP: R600-010-000-0115-0000

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUN for and in consideration of the sum of ONE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND 00/100 (\$182,500.00) DOLLARS to them in hand paid at and before the sealing of these presents by JAMES REID AND SARANIA REID, 171 Station Parkway, Bluffton, SC 29910, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said JAMES REID AND SARANIA REID, as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns forever, in fee simple, the following described real property, to wit:

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and containing 22.961 acres, more or less, and being shown and designated on that certain plat entitled Property Line Adjustment R600 009 000 0112 0000 and R600 009 000 0115 0000 prepared for Beaufort Jasper Comprehensive Health Services and Cunningham Real Estate by Zyad A. Khalil, RLS, dated July 15, 2010 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 131 at Page 10. For a more complete description as to metes and bounds, courses and distances, reference may be made to the aforementioned plat of record.

This being the same property acquired by the within-named Grantors by Deed of Carolyn Trimble and Anthony Keith Murrell Green dated December 20, 2004 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Record Book 2079 at Page 466.

This instrument prepared by Eversole Law Firm, PC, Allyson M. Eversole, 1509 King Street, Beaufort, South Carolina 29902 without the benefit of title examination or opinion of title.

9-20-01

Dear Attorney Louis Dore,
I am Carrie Masten Henderson, I was
told that you are Attorney for Davis
Green, Joe Lewis Green Jr, Harold Green
and others members of the family. I am
writing to ask you questions, I am a
legal heir to this property.

1. Who Forged the Deeds?
2. Did you report this to the Authority?
3. What Company this money was borrowed from.
4. How much money was borrowed?

I need you to answer my letter back so as
possible please. I thank you so very much

Sincerely,
Carrie Masten Henderson

State of South Carolina
County of Beaufort

In The Court of Common Pleas
Case No. 2006-CP-07243

Carrie Robert Henderson
And Catherine Maston
Plaintiffs,

Conflict of
Interest.

2020 OCT 21 11:00

versus-

Doris Hunt, Willis Floyd,
And Joe Louis Hunt Jr.

Defendants,

Respectfully, unto this Court, ~~I am asking~~ we are
please dismiss Attorney Louis G. Dore from
this case. Attorney Dore Conflict of Interest.

Beaufort South Carolina
October 27, 2006

By Carrie A. Henderson
And Catherine Maston
72 Maston Plantation Rd.
Greenville S.C. 29619

EXHIBIT

RECORDED
2016 Apr -25 10:08 AM

BEAUFORT COUNTY AUDITOR

350
10 623

The Law Office of Dean B. Bell
1 Corpus Christie
Building 105 Executive Center
Hilton Head Island, SC 29928

BEAUFORT COUNTY SC - R00
BK 3476 Pgs 3028-3030
FILE NUM 2016019156
04/19/2016 11:40:46 AM
REC'D BY sherrellw RCPT# 807
RECORDING FEES \$10.00
County Tax \$200.75
State Tax \$474.50

Prepared by:
Eversole Law Firm, PC
1509 King St.
Beaufort, SC 29902

ADD DMP Record 4/22/2016 09:50:45 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block	Ward
R600	010	000	0115	0000	00

DMP: R600-010-000-0115-0000

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS, that CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUN for and in consideration of the sum of ONE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND 00/100 (\$182,500.00) DOLLARS to them in hand paid at and before the sealing of these presents by JAMES REID AND SARANIA REID, 171 Station Parkway, Bluffton, SC 29910, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said JAMES REID AND SARANIA REID, as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns forever, in fee simple, the following described real property, to wit:

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and containing 22.961 acres, more or less, and being shown and designated on that certain plat entitled Property Line Adjustment R600 009 000 0112 0000 and R600 009 000 0115 0000 prepared for Beaufort Jasper Comprehensive Health Services and Cunningham Real Estate by Zyad A. Khalil, RLS, dated July 15, 2010 and recorded with the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 131 at Page 10. For a more complete description as to metes and bounds, courses and distances, reference may be made to the aforementioned plat of record.

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This instrument prepared by Eversole Law Firm, PC, Alysoun M. Eversole, 1509 King Street, Beaufort, South Carolina 29902 without the benefit of title examination or opinion of title.

BEAUFORT COUNTY SC - RDD
BK 01523 PG 1635
FILE NUM 2002001044
RECORDING FEE \$ 10.00
RECORDED BY B BING RCPT# 29905
RECORDED 01/07/2002 01:59:59 PM

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED

RECORDED
2002 Jan -20 02:44 PM
Sharon O. Davis
BEAUFORT COUNTY AUDITOR

The matter of Alice G.G. Perry, et al, plaintiffs versus the Heirs at Lat and Distributees of Charles Gadsden, et al, defendants (Case No. 90-CP-07-310) came before me by way of Motion to Enforce Judgement, and for other relief. The matter was heard and a final Order was signed on October 15, 2001. The Order reflected the terms of a voluntary settlement agreement which was reached by the Parties. Thereafter, another Motion to Enforce Judgement was filed and heard on December 18, 2001, and a Supplemental Order signed.

NOW KNOW ALL MEN BY THESE PRESENTS THAT I, THOMAS KEMMERLIN, JR., in the State aforesaid, for and in consideration of the mutual covenants and agreements contained in the above recited Order of Settlement (Case No. 90-CP-07-310) do hereby grant and convey to WILLIS FLOYD, his heirs and assigns forever:

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, containing fifty-six (56) acres, and is designated as "Parcel A" on that certain plat prepared by David Gasque, R.L.S., dated February 9, 1995, and the most recent revision August 9, 2001, a copy of which is recorded in the office of the RMC for Beaufort County at Plat Book 84, Page 43, and at Judgement Roll No. 89191. For a more complete and accurate description as to the metes, bounds, courses and distances, reference may be had to said plat.

This being a portion of the same property which was the subject of this Court's Order dated February 20, 1998 at Judgment Roll No. 89191. All transfers and deeds recorded subsequent to this Court's Order at Judgment Roll No. 89191 are invalid and are superceded by this Deed, and other deeds in connection with same property signed and executed by me this day. District 600, Map 9, Parcel 33.

This Deed prepared by Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, South Carolina 29902.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said WILLIS FLOYD, his heirs and assigns forever.

GRANTEE'S ADDRESS: 5414 St. Barnard Circle
N Las Vegas, NV 89131-0000

ADD DMP Refers 1/23/2002 06:02:49 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map Subp Parcel Block West
R600 009 000 0113 0000 00

2020-CP-0701507

ELECTRONICALLY FILED - 2022 Aug 08 10:41 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

August 7, 2022

Carrie Gaston Henderson
316 East 35th Street
Savannah, GA 31401

Cherese T. Handy, Esq.
1011 Bay Street, Suite 2B
Beaufort, SC 29902
P.O. Box 6503
Beaufort, SC 29903

RE: Reid v Henderson
2020-CP-07-01507

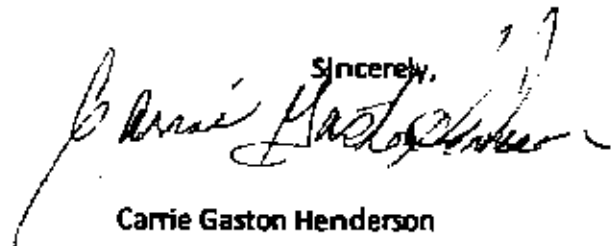
Dear Attorney Handy,

I don't agree with the Judge being Judge Marvin H. Dukes III. The reasoning is due to this may be a bias session in the courts. I previously was in motion in the courts before Judge Dukes in May 2018 where we discussed Case No. 2017-CP-07-00413 for Regions Bank dba Regions Mortgage with Willis H Floyd and during that time there was a conflict of interest where he put the process of this case to approve the deed that shouldn't have not been approved. In addition to this, in the year of 2006, Judge Ellis Drew completed this case to a conflict of interest. This is where I believe there would a conflict. All of this has been filed in court.

There was also a mediation that happened in February, but nothing happened after that. This mediation was supposed to decide about this matter, why do we have to go before Judge Duke when there was supposed to be a mediation on this case.

I am defending my rights and I would like Justice.

Sincerely,



Carrie Gaston Henderson

September 24, 2022

Carrie Gaston Henderson

316 East 35th Street

Savannah, GA 31401

To:

State of South Carolina

County of Beaufort

James Reid and Sarania Reid

September 24, 2022
Carrie Gaston Henderson
316 East 35th Street
Savannah, GA 31401

State of South Carolina
County of Beaufort
James Reid and Sarania Reid

RE: Reid v Henderson
2020 -CP- 07-01507

To the Court,

I am answering Attorney Chereese T Handy motion of September 16, 2022, asking the court for judgement. There is conflict of interest, fraudulent, misinterpretations, frame and cover up within this case where James Reid and Sarania Reid who are part of the 1981 Quiet Title Action and the 1991 Lawsuit. Attorney Louis O. Dore was the attorney who cleared up the 1981 Satisfied Mortgage for Cecil Gaston from Attorney Gary Brown who mortgage the land for Cecil Gaston Brother, Herman Gaston twice.

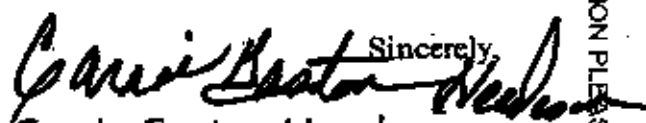
In the year of 2000 – 2001, he started to make deeds for the entire 112 acres of land for Herman Gaston and Carrie Gaston heirs. I was left out of the deed, then he became the attorney for Herman Gaston heirs and found Cunningham Real Estate Management Inc. and Leon Goodrum to sell the land for Herman and Carrie Gaston heirs. Attorney Louis O. Dore took his case to the South Carolina Court of Appeal for Herman Gaston heirs in the year of 2002.

My mother told me to put my mobile home on this land in the year of 1995. She died in the year of 2010 and left her estate, where I probate her estate in 2011. Attorney Louis O. Dore and additional attorneys within this case planted this and my land was stolen from me, and I am asking the Court of Judgement to be in my favor with this case and this matter.

If the appeal court knew about the above information about conflict of interest would the court's decision contradict to what the past decisions were made? I have mentioned a couple of attorneys who were involved in this case and believe are a conflict of interest, but here are more that are also:

- Attorney Darnell Johnson
- Attorney Louis O. Dore
- Attorney Scott Graber
- Attorney Gary Brown
- Attorney Thayer Rivers
- Attorney Thomas Mikell
 - o Cecil Gaston first attorney, which he was dereliction of duty

All accusations that I have claimed has already been presented to the court and there is a paper trail of all the attorneys mentioned above. Please refer to the court history and evidence for any additional information needed and/or questions about this case. I also do not claim be an attorney but I am here fighting for my land and my rights.


Sincerely,
Carrie Gaston Henderson

Silly Home



Kellie McCann/Carolina Morning News

◆ Darle Gaston Henderson agreed to surrender only if she could tell reporters about a family land dispute that led to her eviction.



Title fights are not that uncommon in Lowcountry

BEAUFORT: Arguments usually settled prior to evictions, according to lawyers.

By Lolita Huckaby
Carolina Morning News

Family feuds over property titles such as the one that led to **Okatie** woman to barricade herself in her home for six hours Wednesday are

Kentmerlin, "after all these years, I sometimes think we have most of them unclear titles cleared."

In the case of 51-year-old **Curie** Gaston Henderson and her children, the argument with cousins over the 100-plus acres of more singly own-

FAMILY FEUD



After surrendering to sheriff's deputies, Carrie Gaston-Henderson explains why she wouldn't leave home when deputies came to evict her family Wednesday morning. At left is Henderson's sister, De

Eviction sparks stand

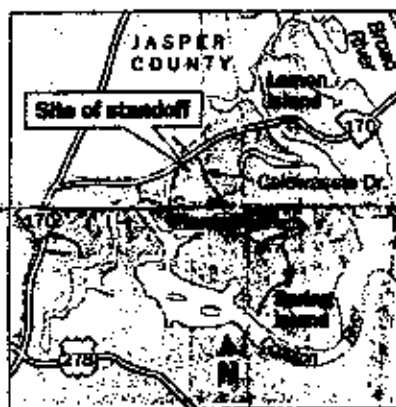
BY TYRONE WALKER
Packet staff writer

OKATIE — A 10-year family feud over and ended peacefully Wednesday morning when a woman believed to be armed with an unloaded pistol surrendered to Beaufort County sheriff's deputies.

After a SWAT team surrounded her mobile home, Carrie Gaston-Henderson, 52, of 58 Gaston Plantation was arrested and charged with resisting or opposing civil service — a misdemeanor — shortly after complying with her demand to talk to news media.

Gaston-Henderson was one of about 35 relatives in eight homes across a 110-acre plot who were evicted by a Beaufort County judge. Her relatives vacated the property without a fuss Wednesday, but Gaston-Henderson stood her ground.

Sitting in a chair outside of her single-



Chris Nye/The Island Packet

"If I'm in my home, I'm going to protect myself," she said defiantly as she raised her fist in the air. "If they want to take me to jail, then take me to jail."

She was later released on a \$10,000 personal recognizance bond.

Gaston-Henderson's decision to resist eviction stems from a civil suit filed a

from his siblings and their inheritance — dispute.

Legal b

The dispute began in 1987 when the land, then sold its 1/2 court preceding to es Jr. did not disclose he sister or that they had

• In 1990, the child sister and brother file for half of the land and \$87,761 from the accrued interest.

• In 1991, Judge T Jr. ruled Gaston Jr. wa His heirs owned half of siblings and their other half.

• In 1993, Gaston

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14 th JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2020-CP-07-01507
	)	
JAMES REID & SARANIA REID,	)	
	)	
Plaintiff(s),	)	PETITION FOR WRIT OF EVICTION
	)	
vs.	)	
	)	
CARRIE GASTON HENDERSON,	)	
	)	
Defendant.	)	
_____	)	

TO: THE DEFENDANT *pro se*

COME NOW the Plaintiffs, by and through the undersigned, and respectfully requesting the issuance of a Writ of Eviction pursuant to the Order of the Court issued on May 31, 2023—said Order be attached hereto as **Exhibit 1** and incorporated by reference. And Plaintiffs would show unto this Honorable Court as follows:

WHEREAS the Plaintiffs are the record owners of a certain parcel of real property located in Beaufort County (the Property);

WHEREAS the Defendant is owner of a mobile home that is located upon the Property;

WHEREAS in June 2020 the Plaintiffs brought suit against Defendant;

WHEREAS on May 31, 2023, this Court issued and Order directing the following:

1. That within sixty (60) days, the Defendant was ordered and directed to remove mobile home;
2. That if Defendant failed to remove mobile home within sixty (60) days, Defendant shall be assessed a storage fee of \$25.00 per day; and
3. That if the mobile home remained on the Property after ninety (90) days, that “a Writ of Ejectment shall be issued without for further delay for the Sheriff . . . remove the mobile home and its contents.”
4. That the Court shall have continuing jurisdiction in this matter for the enforcement of the Order.

WHEREAS, Defendant issue filed a motion to reconsider which the Court denied on July

27, 2023;

WHEREAS Defendant filed notice of appeal on September 22, 2023, HOWEVER, Defendant has not requested the Order be stayed;

WHEREAS as of the date of filing this Petition, the mobile home has not been removed (*see Exhibit 2* – Affidavit of James Reid).

THEREFORE, and because more than ninety (90) days have passed since the Courts Order, and for the reasons stated below, Plaintiffs are entitled to the issuance of Writ of Ejectment.

ARGUMENT AND LAW

Here the Court's Order became final on July 27, 2023, when the Court denied Defendant's motion to reconsider. The sixty (60) day deadline provided in the Court's order expired on September 25, 2023, and the ninety (90) day deadline expired on October 25, 2023. Defendant's filing a notice of appeal does not stay the enforceability of this Court's Order. Pursuant to S.C. Code Ann. § 18-9-170: "**If the judgment appealed** from direct(s) the sale or **delivery of possession of real property, the execution of the judgment shall not be stayed** unless a written undertaking be executed on the part of the appellant." (emphasis added). *See also* Rule 241, SCACR (explain that neither "Judgments directing the [] delivery of possession of real property" nor "Ejectment orders" are stayed by the filing of an appeal.); *accord* Rule 70, SCRCP ("If a judgment directs a party to . . . perform any [] specific act, and the party fails to comply within the time specified, the Court may direct the act be done at the cost of the disobedient party.")

Therefore, because Defendant failed to remove the mobile home prior to October 25, 2023, the Plaintiffs are entitled to a *writ of eviction* directing the Sheriff to remove the mobile home and its contents. Said *writ* shall direct that Defendant pay, directly to the Sheriff, all costs associated with such remove.

Further, because Defendant failed to remove the mobile home pursuant to the terms of the Order, Plaintiff is entitled to judgment against Defendant for \$25.00 per day from September 25, 2023, until the date on which the Sheriff completes the removal of the mobile home, together with

the costs, including additional legal costs and fees. This amount to be demonstrated to the Court after the Sheriff completes the removal of the mobile home.

CONCLUSION

For the reasons stated above, the Court should issue a Writ of Ejectment directing the Beaufort County Sheriff to remove and dispose of the mobile home and its contents.

Respectfully submitted,

THURMOND KIRCHNER & TIMBES

/s/ Thomas J. Rode
Thomas J. Rode
South Carolina Bar No. 77480 15
Middle Atlantic Wharf
Charleston, South Carolina 29401
Phone: 843-937-8000
Fax: 843-937-4200
Email: thomas@tktlawyers.com
Attorney for Plaintiff

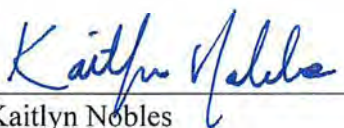
April 25, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14 th JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2020-CP-07-01507
	)	
JAMES REID & SARANIA REID,	)	
	)	
Plaintiff(s),	)	Proof of Service
	)	
vs.	)	
	)	
CARRIE GASTON HENDERSON,	)	
	)	
Defendant.	)	
_____	)	

I certify that on the date stated below, I served the enclosed document on the following party via US Mail at the address stated:

Carrie G. Henderson *pro se*
316 East 35th St.
Savannah GA 31401

This 30 day of April, 2024.


Kaitlyn Nobles
paralegal

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 14 th JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 2020-CP-07-01507
	)	
JAMES REID & SARANIA REID,	)	
	)	
Plaintiff(s),	)	AFFIDAVIT OF JAMES REID
	)	
vs.	)	
	)	
CARRIE GASTON HENDERSON,	)	
	)	
Defendant.	)	
_____	)	

COMES NOW the affiant, JAMES REID, who being duly sworn and under pain of perjury, states and testifying as follows:

1. I am over the age of eighteen and competent to make this affidavit.
2. I understand this affidavit will be filed with the Court in connection with the above captioned action in support of a Petition for Writ of Eviction, and unless stated otherwise this affidavit is based upon my own personal knowledge.
3. I am the owner of the Property described in the Petition for Writ of Eviction filed in this matter.
4. That the Defendant has failed to remove the subject mobile home from my Property.
5. On April 16, 2024, I took the below photograph of the subject mobile home located on my Property.



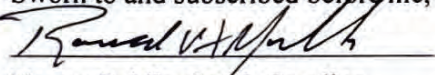
6. As of the date of my making this affidavit the mobile home remains on my Property and the above photograph is an accurate representation of its condition and appearance.

7. As of the date of my making this affidavit the Defendant has not made any payments for storage fees or costs as required by this Court's prior order(s).

8. I make this affidavit in support of my request to have the subject mobile home removed from my Property by the Beaufort County Sheriff pursuant to the terms of this Court's prior order(s) in the above-captioned matter.

I SO SWEAR AND AFFIRM!


James Reid
The Affiant

Sworn to and subscribed before me,

Notary Public, South Carolina

This 29TH day of APRIL, 2024

My Commission expires: 8 FEB 2026



2022 MAR 28 PM 12:43
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

1 State of South Carolina,
2 County of Beaufort

3 IN THE COURT OF COMMON PLEAS

4
5 JAMES REID AND SARA REID,

6 Plaintiff,

7 vs.

8 CARRIE GASTON HENDERSON,

9 Defendant

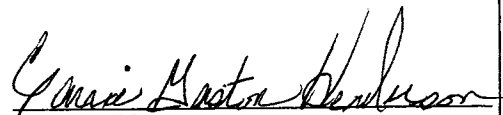
10 Pro

Civil Action No: 2020_CP_07_01507

CONFLICT OF INTEREST,
FRAUDULENCE,
ACKNOWLEDGMENT OF EVIDENCE

11 To the court on March 16, 2022, there was a mediation that took place at Attorney
12 Thomas Halloway Law Firm Office. I did not leave any Documentation for Proof of Evidence
13 behind to support my claims against the plaintiffs. I have plenty of documentation to show
14 support and the claims against the plaintiffs. This documentation represents the conflict of
15 interest, fraudulence, and the un-acknowledgment of evidence. I am also a legal heir and the
16 courts left me out when discussing this matter. There are documents of this matter available to
17 show evidence and will be attached for your visibility.
18
19

20 Dated this 28 of March 2022

21 
22 (Attorney Name)

23
24
25
26
27
28 CONFLICT OF INTEREST, FRAUDULENCE, ACKNOWLEDGMENT OF EVIDENCE - 1

4/1
P.S.
1000

29302

40185

Form 14—Title to Real Estate
67800

Revised 1976

2387

2321

State of South Carolina,

COUNTY OF BEAUFORT

THIS DEED IS BEING RE-RECORDED TO REFLECT THE RECORDING INFORMATION
FOR PLAT.

KNOW ALL MEN BY THESE PRESENTS, THAT

WE, HAROLD ANDREW GREEN, ANTHONY KEITH MURREL GREEN,
CAROLYN TRIMBLE AND ROBERT JAMES ERKHART, ~~III~~

in the State aforesaid _____ for and _____ in consideration of the sum of
ONE AND NO/100 (\$1.00) AND LOVE AND AFFECTION----- DOLLARS,

to us _____ in hand paid at and before the sealing of these presents by JOE LOUIS GREEN, JR.
c/o Buck Island Road, Box 188, Bluffton, SC 29910

in the State aforesaid _____ for which _____ the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and
release unto the said JOE LOUIS GREEN, JR., his heirs and assigns forever:

ALL that certain piece, parcel or lot of land situate, lying and
being in Beaufort County, State of South Carolina, containing 14.01
acres, more or less, and is more particularly shown on that certain
plat prepared by David Gasque, R.L.S., for Doris and Alex Green, and
revised on May 9, 2000, and is shown as being the property of
Barbara Ann Gaston, and is bounded on the North by property now or
formerly of Hazel Point Partnership; on the East by property shown
on said plat as owned by Doris Green; on the South by Willis Floyd;
and on the West by Hazel Point Partnership. For a more complete and
accurate description as to the metes, bounds, courses and distances,
reference may be had to said plat recorded in the office of the RMC
for Beaufort County, at Plat Book 75, Page 90.

REFERENCE: JUDGEMENT ROLL #89191, Portion of Dist. 600, Map 9, Parcel 33.
Prepared by Louis O. Dore, P.A., 133 Sea Island Parkway, Lady's Island, SC.

* R600-9-111-φ T

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said
JOE LOUIS GREEN, his

Heirs and Assigns forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said JOE LOUIS GREEN, his

2323

Heirs and Assigns, against us and our Heirs, and all persons whomsoever, lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand, and Seal, this 22 day of May

in the year of our Lord ~~2000~~ 2000 and in the two hundred and 00 year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Shirley A. McCoy
WITNESS #1
Timothy Reed
WITNESS #2

Harold Andrew Green (L.S.)
Anthony Keith Murrell Green (L.S.)
Carolyn Trimble (L.S.)
Robert James Erkhart (L.S.)
ROBERT JAMES ERKHART, III

MARYLAND
The State of ~~South Carolina~~
Doris George County.

PERSONALLY appeared before me Shirley A. McCoy
PRINT NAME OF WITNESS #1

and made oath that s/he saw the within named Harold Andrew Green, Anthony Keith Murrell Green, Carolyn Trimble and Robert James Erkhart, III
sign, seal, and as their act and deed, deliver the within written Deed,

and that s/he with Timothy Reed
PRINT NAME OF WITNESS #2

witnessed the execution thereof.

SWORN to before me, this 22

day of May A.D. 192000

Glenn M. Linger (SEAL)
Notary Public of South Carolina Ma.
My Commission Expires:

Shirley A. McCoy
WITNESS #1

Dore 6784

FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.

00 JUN 13 PM 4:25

BK 1361 PG 2387
FOLDER #

Dore 6914

FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.

00 AUG 14 PM 4:10

BK 1322 PG 2321
FOLDER #

2390

2324

State of South Carolina,

TO

TITLE TO REAL ESTATE

Filed _____ day

of _____ A.D. 19

at _____ o'clock _____ M.

and recorded in Book _____

Page _____ Fees \$ _____

R. M. C. or Clerk Court C.P. & C. S.

County, S.C.

Recorded this _____ day

of _____ 19

in Book _____ Page _____

Fee \$ _____

Auditor _____ County, S. C.

RECORDED

2000 SEP 12 AM 7:57

BK 1322 PG 2321

Sharon G. Shuman
COUNTY CLERK

02-2097

RECORDING COUNTY DEED BOOK
 P 01619 PG 1882
 FILE NUM 2002054201
 RECORDING FEES 10.00
 County Tax 99.00
 State Tax 234.00
 REC'D BY S SMITH RCH# 69070
 12/19/2002 12:42:09 PM

C Intyre
 738

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, DORIS GREEN, in the State
 aforesaid for and in consideration of the sum of NINETY THOUSAND AND NO/100
 (\$90,000.00) DOLLAR to me in hand paid at and before the sealing of these presents by
 MATTIE LEE GASTON, 542 East Duffy Street, Savannah, Ga. 31401, in the Sate aforesaid for
 which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released
 and by these Presents do grant, bargain, sell and release unto the said MATTIE LEE GASTON
 her heirs and assigns forever, all my right, title and interest in and to the following described real
 estate, to-wit:

**ALL that certain piece, parcel or lot of land with improvements thereon,
 situate, lying and being in Beaufort County, State of South Carolina,
 consisting of 3.00 acres, and is more particularly shown and described as
 Parcel "B" on that certain plat which was prepared for Mattie Lee Gaston,
 a copy of which is attached hereto and made a part hereof. For a more complete
 and accurate description as to the metes, bounds, courses and distances, reference
 may be had to said plat.**

**This is a portion of the same property which was conveyed to the Grantor
 herein by deed of Thomas Kemmerlin, Jr., Master In Equity for Beaufort
 County on December 28, 2001, and recorded in the office of the RMC for
 Beaufort County at Deed Book 1520, Page 158. District 600, Map 9,
 Parcel 33 (Portion).**

**This Deed prepared by Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's
 Island, S.C. 29902.**

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto

COUNTY OF BEAUFORT

) PROBATE
)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Robert James Erkhart, III sign, seal and as his act and deed, deliver the within written Deed, and that s/he with the other witnessed the execution thereof.

Marge C Mack
signature of 1st witness

SWORN to before me this 20th

day of December, 2004

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/16/2013

ATTACHMENT

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and is shown and designated on that certain plat as being for Doris Green and Alex Green by Gasque and Associates, Inc., dated February 9, 1995, and revised on May 9, 2000 and December 17, 2004. Said property is shown on said plat as being the property of "Doris Green", containing 11 acres. For a more complete and accurate description as to the metes, bounds, courses and distances, reference may be had to said plat, a copy of which is recorded in the office of the RMC for Beaufort County at Plat Book 103, Page 182.

This parcel of land was the subject of an Order signed by Thomas Kemmerlin, Jr., as Master In Equity for Beaufort County, dated February 20, 1998, at Judgment Roll No. 89191, and was conveyed to the Grantor herein by Corrective Limited Warranty Deed of Thomas Kemmerlin, Jr., Master In Equity for Beaufort County. Said deed being recorded in the office of the RMC for Beaufort County at Deed Book 1579, Page 1039.

Reference: District 600, Map 9, Parcel 112.

This Deed prepared by Louis O. Dore of Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, SC 29907.

Grantees' mailing address: 4201 Sandy Lake Drive
Lithonia, GA 30038

GIANT PHARMACY #1247 Fax:301-333-8190

Dec 12 '01 8:41 P.01

POST OFFICE BOX 2478
BEAUFORT, SOUTH CAROLINA 29901-2478

TELEPHONE (843) 322-6112
FAX (843) 322-6030

Beryl V. Doe
Anthony O. Doe

FACSIMILE TRANSMISSION SHEET

DATE: 11/16/01

FROM: Doris Green

TO: Harold Green

COMPANY: _____

FAX: (202) 398-6125

PAGES: 3

incl. cover

RE: Harold Green (Doris Green)

REMARKS: _____

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS PRIVILEGED AND CONFIDENTIAL INFORMATION AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, THEN YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF THE READER RECEIVES THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS ABOVE VIA U.S. POSTAL SERVICE. THANK YOU.

ITEMIZATION OF EXPENSES
AICE G.G. PERRY, ET AL vs. HEIRS OF CHARLES GADSDEN
 Period - February 2000 thru September 24, 2001

Long Distance Telephone Calls To:

1. Herman Gaston, Washington, D.C.
2. Leon Goodrum, Atlanta, Ga.
3. Herman Cunningham, Atlanta, Ga.
4. Glen Brown, S.C.
5. Willis Floyd, California and Nevada
6. Kenneth Green, Washington, D.C.
7. Kelly Green, Washington, D.C.
8. Harold Green, Washington, D.C.
9. Holcann Gaston, Washington, D.C.
10. Brenda Mason, Washington, D.C.
11. Jackie Mason, Washington, DC.
12. Alford Gaston, Washington, D.C.
13. Carolyn Tremble, Washington, D.C.
14. Eliza Tremble, Washington, D.C.
15. Goldcan Mason, Washington, D.C.
16. Charles Kidd, California
17. Linda Mason, Washington, D.C.
18. Lisa Rocher, Washington, D.C.
19. Daniel Martin, Charleston, S.C.
20. Robert Elkhart, Washington, D.C.
21. Curtis Green, Washington, D.C.
22. Morning Star Church, Washington, D.C.
23. Louis Dore from D.C. to Beaufort, S.C.
24. Louis Dore from Lithonia, Ga.
25. Louis Dore from Atlanta, Ga.

TOTAL LONG DISTANCE CALLS:	\$ 3,637.00
APPRAISAL FEES	4,600.00
ATTORNEY'S FEES - LOUIS O. DORE	3,750.00
ATTORNEY'S FEES - DANIEL MARTIN	
SURVEY COSTS	2,500.00
TRAVEL, LODGING, MEALS, RENTAL CARS,	
MILEAGE TO GEORGIA, WASHINGTON, D.C.,	
MARYLAND, CALIFORNIA, CHARLESTON, SC,	
TO BEAUFORT FROM BLUFFTON	7,500.00
REAL ESTATE TAXES	3,800.00
AERIAL PHOTOS	3,750.00
OUTSTANDING ATTORNEY'S FEES PRIOR TO	
9/24/01 TO LOUIS DORE, CORRECTIVE DEEDS,	

MORTGAGES PER REQUEST OF HAROLD GREEN	4,300.00
INCURRED, UNPAID AND PAST DUE	
SOIL TESTING AND STUDIES (Re: marketing of land)	2,550.00
RECORDING FEES	142.00
LOSS WAGES FOR TIME OFF FROM WORK IN	
CONNECTION WITH SALES EFFORTS AND EFFORTS	
AT OBTAINING LOANS FROM VARIOUS PROSPECTS,	
AND MEETINGS- DORIS GREEN AND JOE GREEN	7,000.00
GLEN BROWN, REAL ESTATE AGENT	
(OUT OF POCKET MARKETING EXPENSES)	3,250.00

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) CASE NO.: 2006-CP-07-2435

CARRIE GASTON HENDERSON)
AND CATHERINE GASTON.)

Plaintiffs.)

-versus-)

ORDER

DORIS GREEN, WILLIS FLOYD)
AND JOE LOUIS GREEN, JR.,)

Defendants.)

This matter comes before me upon Motion made by Louis O. Dore, attorney for the defendants, Doris Green and Joe Louis Green, Jr., for an Order to be relieved as counsel. Proper and timely notice of hearing was given to all parties. The matter was heard before me on Tuesday, May 8, 2007, at 2:00 p.m. Present at the hearing were Louis O. Dore and the plaintiffs, Carrie Gaston Henderson and Catherine Gaston, appearing Pro Se. It appears that the defendants, Doris Green and Joe Louis Green no longer wish to be represented by Louis O. Dore. It further appears that the Motion was filed at the behest of the Defendants. The Plaintiffs had no objection and it appears that for good cause shown, Louis O. Dore should be relieved as counsel for the defendants, Doris Green and Joe Louis Green.

It is, therefore, Ordered that Louis O. Dore is hereby relieved as counsel in the above entitled cause. The Defendants, Doris Green and Joe Louis Green shall have thirty (30) days to obtain new counsel. If they do not obtain new counsel within 30 days they are deemed to have waived their right to counsel.



AND IT IS SO ORDERED.



HONORABLE ELLIS DREW, JUDGE
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

Beaufort, South Carolina

May 11, 2007



DORE LAW FIRM, P.A.

ATTORNEYS AT LAW

133 SEA ISLAND PARKWAY

POST OFFICE BOX 2478

BEAUFORT, SOUTH CAROLINA 29901-2478

TELEPHONE (843) 522-9112

FAX (843) 522-8050

DORELAWFIRM@EARTHLINK.NET

Louis O. Dore

Cheryl V. Doe

Anthony O. Dore

Bertrand O. Dore

May 14, 2007

Ms. Carrie Gaston Henderson
Ms. Catherine Gaston
72 Gaston Plantation Road
Okatie, South Carolina 29909

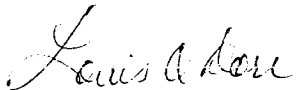
RE: Henderson v. Green, et al
Case No.: 2006-CP-07-2435

Dear Ms. Henderson & Ms. Gaston:

Enclosed please find a copy of the Order relieving me as counsel in the above captioned matter.

With kind regards, I am

Very truly yours,



Louis O. Dore

mem

Enclosure

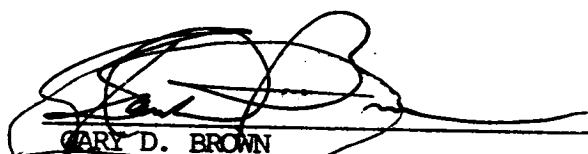
STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER).

This is to advise that I, Gary D. Brown, no longer represent Mr. Cecil Gaston in regards to his claim in certain lands located on or near the Water Plant.

Dated at Ridgeland, South Carolina, this the 12th day of October, A.D., 1981.

WITNESS:

Ray H. Marshall


GARY D. BROWN
Attorney at Law
P.O. Box 418
Ridgeland, South Carolina 29936

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

AFFIDAVIT OF GARY BROWN

PERSONALLY APPEARED before me, GARY D. BROWN, who, upon being duly sworn, deposes and says that:

1. My name is Gary D. Brown and I have been a licensed attorney for over 45 years. I have recently retired due to poor health. I presently suffer from diabetes and related circulatory and vascular problems.

2. In 1989 I was retained by Alice G. Perry and Louise Williams who were heirs of the Gaston Estate. Their original problem was that their uncle Cecil Gaston had cut timber off of family property and was withholding their share of the proceeds. An investigation into the matter indicated that, in fact, some years prior to this Mr. Gaston had title to 110 acres of family property quieted in him. He had deliberately misled the court as to the existence of other heirs and had ended up with title to the entire premises.

3. I reached an agreement with Ms. Perry and her family, as well as Louise Williams, that I was charging them a contingency fee of 1/3 of any monies I recovered from the timber as well as 1/3 of any land recovered from what had been misappropriated. At that time, these two branches of the family each owned 1/4 of the overall estate. As this was going to involve real estate located in Beaufort County, I at that point associated Scott Graber, who is a Beaufort attorney, who, as I, does an extensive real estate practice, and who is very knowledgeable at handling heirs property.

4. We brought an action against Cecil Gaston which resulted

in an order of October 18, 1991, which gave them a 1/2 interest in the \$87,761.00, which was the proceeds of the timber sale, as well as a 1/2 undivided interest in the 110 acres of family property. This matter was thereafter appealed to the Supreme Court and we prevailed on that appeal.

5. Thereafter, the heirs of Cecil Gaston hired a different lawyer who brought an action to seek credits for taxes paid by Mr. Gaston as well as for alleged benefits done to the property by him. We prevailed on that at the trial level and also that was upheld by the South Carolina Court of Appeals. Another person who was raised, along with our clients, brought an action claiming to be a blood relative of theirs and wanting a portion of the estate. This matter was also tried and we prevailed on that.

6. A board of commission was set up to effectuate a partition of the property. A determination was made that the monetary award owed to our clients for the timber theft equalled approximately 1/2 of the fair market value of the premises. As there was no money in the Gaston estate to pay my clients for the timber theft, the Master in Equity for Beaufort County, Judge Thomas Kemmerlin, transmuted the unpaid money judgment into a deed for the Cecil Gaston portion of the estate to my clients. We additionally had to litigate the matter of an adverse possession claim by one non-family member who was living on the property. A tentative settlement has been reached on that.

7. We thereafter got an order to evict the family members who claimed under Cecil Gaston from the premises. Since my retirement, this has been carried out by my co-counsel and the

property is now clear of all save our clients. In addition to associating an attorney, Scot Graber, I also got assistance from attorney Neil Riley in preparing briefs for some of the initial Supreme Court arguments. I have likewise expended in excess of \$2,000.00 of funds in the prosecution of this matter for my clients. I have attached copies of correspondence by and between the clients which outline what our fee agreement was. This was reduced to writing and signed by the clients. During my recent illnesses, and moving from my office to my home, I cannot locate the original contract, but believe that the clients do have copies of same and have never denied its terms and conditions. While my original contract was with Alice Perry and her family, and Louise Williams and her family, given the nature of a quiet title action, the rest of the adverse Gaston Heirs, have all benefitted from the services performed by myself, along with attorneys Graber and Riley. I believe that under the law and under Judge Kemmerlin's original Order, that fees will be due from the entire family for our services which have resulted in the benefit to them.

FURTHER AFFIANT SAYETH NAUGHT.

Gary D. Brown

GARY D. BROWN

SUBSCRIBED AND SWORN TO before me

this 5th day of February, 2000.

R. D. Hay (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 7-16-2003

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
CASE NO. 82-CP-7-1053

CECIL J. GASTON, JR.,)
)
Plaintiff,)
)
vs.)

TESTIMONY

CAIN KNOX, a/k/a CAIN)
GASDEN, ET. AL.,)
)
Defendant.)

Pursuant to an Order of Reference in this case signed by W. Henry Jackson, Clerk of Court for Beaufort County, South Carolina, on January 10, 1983, I caused a Reference to be held at the Law Office of Darrell Thomas Johnson, Jr., 7 U.S. Highway 17, Hardeeville, South Carolina 29927, at 11:00 a.m. o'clock on February 10th, 1983. Present at the Reference were Noël Ann O'Neal, Esquire, Attorney for the Plaintiff, C. Scott Graber, Esquire, as Guardian ad Litem for the unknown adult and minor defendants and all other defendants under disability, if any; and also Representative of the unknown defendants in the military service, if any; Cecil J. Gaston, Jr., Plaintiff; and Denise F. Horry, Official Stenographer. There were no appearances by any of the defendants. The Stenographer was duly sworn.

Noël Ann O'Neal, Esquire, Attorney for the Plaintiff made a motion to strike paragraph twenty (20) of the Complaint as it was in error. Said motion was not objected to and I therefore grant it. Strike paragraph 20 of the Complaint.

NOËL ANN O'NEAL, being duly sworn and testified

Certified true
Michael P. Jones
W. Henry Jackson, Clerk of Court
Beaufort County, SC

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

ALICE A.G.G. PERRY, EMILY
MITCHELL, ELIZA TREMBLE,
and DORIS GREEN.

Plaintiff.

-versus-

Heirs at Law and
Distributees of CHARLES
GADSDEN, et al.

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 90-CP-07-310

CLERK OF COURT
BEAUFORT COUNTY
BEAUFORT, S.C.
AFFIDAVIT

91 MAY - 6 PM 8 40

I, C. Scott Graber, attorney for Plaintiffs, make oath as follows:

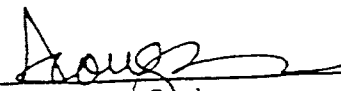
1. That I mailed with first class postage affixed, a Summons. Lis Pendens and Complaint (together with a plat) to Dolly Fripp, Beaufort-Jasper Comprehensive Health Services, Inc., Luther and Martha Major, Hazel Point Partnership and Queenie Taylor;

2. These pleadings were mailed on or about April 23, 1991, by way of Certified Mail - Restricted Delivery;

3. I have received no response from any of these adjacent landowners other than Queenie Taylor. I have negotiated with Queenie Taylor and we have prepared and submitted to this Court a stipulation as to the boundary between Plaintiff's property and that of Queenie Taylor;

4. I have attached the "green card" evincing certified mail service upon the above-named individuals.

I SO SWEAR.


C. Scott Graber
Attorney for Plaintiffs

SWORN to before me this 26th

day of June, 1991

Linda C. Elias
Notary Public for South Carolina
My Commission Expires: 5/3/94

77121

AS A SECOND CAUSE OF ACTION

18. That your Plaintiffs reiterate the First Cause of Action as if rewritten herein and incorporates the same into this Second Cause of Action.

19. That in November of 1982, Defendant Cecil J. Gaston, Jr. commenced an action to quiet title and confirm his exclusive ownership in the 110.5 acres described in Paragraph 1.

20. That action did not list or name any of the Plaintiffs herein as Defendants and none of these Plaintiffs were served with pleadings.

21. As part of that action, Cecil J. Gaston, Jr. testified (on February 10, 1983) that his father died intestate leaving six children, to wit: John, Louis, Cain, Francis, Cornelius and Cecil. He failed to say or disclose that he had a brother, Herman, and a sister, Carrie. Furthermore, he failed to testify that Carrie left living children and that Herman left living children.

22. Cecil J. Gaston, Jr. was aware that these individuals were living and were the issue of his deceased brother and sister.

23. Plaintiffs believe that the Decree subsequently obtained by Cecil Gaston confirming and quieting title to the 110.5 acres is and was a nullity as to the Plaintiffs as well as to those children of Carrie Gadsden who were not named, were not notified, were not aware that a quiet title action had been undertaken and subsequently completed.

LAW OFFICES OF
DARRELL THOMAS JOHNSON, JR.
P. O. DRAWER D
HANDSVILLE, SOUTH CAROLINA 29837
(803) 784-2142
(803) 726-5774

NOEL A. O'NEAL
ATTORNEY AT LAW
ASSOCIATE TO MR. JOHNSON

September 15, 1982

Cecil Gaston
Route 1 Box 245
Ridgeland, S. C. 29936

Re: Quiet Title Action

Dear Mr. Gaston:

Ms. O'Neal has requested that I write you and ask you to please drop by the office the plat made for Sinda Gadsden by James A. Floyd dated January 24, 1887 in order that we may record same of record. Same will be returned to you upon completion of recordation (probably no longer than a week, being enough time for them to copy and index it in the courthouse). Enclosed is a copy of the plat we need.

Sincerely,

LAW OFFICE OF DARRELL THOMAS
JOHNSON, JR.

BY: Denise F. Horry
Denise F. Horry
Secretary

dfh/s/

LAW OFFICES OF
DARRELL THOMAS JOHNSON, JR.

P. O. DRAWER D
HARDREVILLE, SOUTH CAROLINA 29927
(803) 784-2142
(803) 726-5774

NOEL A. O'NEAL
ATTORNEY AT LAW
ASSOCIATE TO MR. JOHNSON

October 1, 1982

Cecil Gaston
Route 1 Box 245
Ridgeland, S.C. 29936

Re: Quit Claim Deed From: Cornelius Gaston
To: Cecil Gaston
Dated: September 1, 1982
Recorded: In Deed Book 353 at
Page 1567
September 2, 1982 at 12:25 p.m.
In the Office of the Clerk
of Court for Jasper County,
South Carolina
Subject Property: 110.5 Acres, more or less,
Bluffton, S.C.

Dear Mr. Gaston:

Enclosed please find the above referenced deed.

With kind regards, I am

Sincerely,

LAW OFFICE OF DARRELL THOMAS
JOHNSON, JR.

BY: Margaret Anne Givens
Margaret Anne Givens
Secretary to Mr. Johnson

mag/s/

Enclosure**

LAW OFFICES OF
DARRELL THOMAS JOHNSON, JR.
P. O. DRAWER D
HARDENVILLE, SOUTH CAROLINA 29927
(803) 784-2142
(803) 726-5774

NOEL A. O'NEAL
ATTORNEY AT LAW
ASSOCIATE TO MR. JOHNSON

September 27, 1982

Cecil Gaston
Route 1 Box 245
Ridgeland, S.C. 29936

Re: Quiet Title Action

Dear Mr. Gaston:

Please bring by any papers or documentation that you may have relating to the property in order that I may look over same.

You need to bring in, or have your brother Cornelius come in, to the office in order to accept service of the papers as he is a defendant, he being an heir.

With kind regards, I remain

Sincerely,

Noel Ann O'Neal
NOEL ANN O'NEAL
ATTORNEY AT LAW

DAD/BOG

This document is a copy of the original document which is in the possession of the National Archives and Records Administration. It is a copy of the original document which is in the possession of the National Archives and Records Administration.

John Jones
 father
 daughter
 John Jones

after death
 of John Jones

John Jones
 father
 daughter
 John Jones

after death
 of John Jones

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May 30, 2007

Dear Attorney Rivers,

We received your letter of May 10, 2007. Willis Floyd retained you as his Attorney. We are asking you to please excuse yourself from this case for the following reasons. On February 21, 2000 you represent Attorney Graber and Attorney Brown, against Willis Floyd, and Doris Green, and received \$164,000(dollars) for your clients. Heins Property was used as collateral to pay off Attorney Graber and Attorney Brown. Attorney Graber was the Guardian ad litem for the 1983 Quiet title action. Attorney Brown was Cecil Maston Jr. Attorney from 1960 to 1980's.

Now you are representing Willis Floyd vs.
Carrie Maston Henderson and Catherine Maston
Attorney Rivers I am Carrie Maston Henderson
Great Granddaughter of Cairn Knox (Hadsden)
who are the true owner of the 41 acres, I am
the Granddaughter of Cecil Maston Sr. who are
the true owner of the 74 acres. I think you
need search the case of 89/191 and case 90-CP
- 07-310 to get the full understanding of it

I am asking you again please excuse yourself
from this case. We will file this copy of
letter to the Court. Thank you please answer
soon as possible.

Sincerely,
Carrie Maston Henderson
and Catherine Maston

HERMAN GASTON

TO BANK OF RIDGELAND

The State of South Carolina, }
COUNTY OF BEAUFORT

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Herman Gaston, of the Counth of Beaufort, and State aforesaid

SEND GREETING

WHEREAS, I, the said Herman Gaston

In and by my certain promissory note in writing bearing date herewith payable to the order of Bank of Ridgeland (a domestic corporation carrying on business in th. County and State aforesaid), am indebted to the Bank of Ridgeland, in the sum of Two Hundred Ninety & 74/100 together with interest from 9-27-1955 at the rate of Six (6) percent per annum until paid.

as in and by the said promissory note in writing, reference being thereunto had, will more fully appear.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, the maker of the aforesaid note, the mortgagor herein in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said BANK OF RIDGELAND, its successors and assigns according to the terms of the said note; and also in consideration of the further sum of THREE DOLLARS, to the said mortgagor, well and truly paid by the said BANK OF RIDGELAND at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, bargain, sell and release unto the said BANK OF RIDGELAND, (hereinafter referred to as the mortgagee) its successors and assigns, all that certain piece, parcel and tract of land, situate, lying and being in the County and State aforesaid.

All of my one third undivided interest of the estate of Louise Gaston containing Two Hundred Seventy eight acres being bound as follows on the North and East by lands of Chelsea Club, South by lands of Nelson and on the West by highway leading from Fripps to Baileys, this tract containing two hundred thirty acres, Also all that certain piece, parcel or tract of land situate, lying and being in the State and County aforesaid being bound on the North and East by lands of Chelsea Club, South by lands of Nelson and on the West by lands of Chelsea Club this tract containing Forty eight acres making a total of 278 qres.,

THE STATE OF SOUTH CAROLINA,
COUNTY OF Beaufort

To All Whom These Presents May Concern:

Herman Gaston

in the State aforesaid SEND GREETING:

WHEREAS, I the said Herman Gaston

in and by MY certain promissory note in writing

bearing date the May 25th, 1954 am indebted un'o
J. S. Newlin

in the sum of Sixty three & 26/100 Dollars (\$63.26) payable June 22nd, 1954

as in and by the said promissory note in writing
will more fully appear.

NOW KNOW ALL MEN, That I the said Herman Gaston

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said
J. S. Newlin

according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS, to me
the said Herman Gaston

in hand well and truly paid by the said J. S. Newlin

at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged,

have granted, bargained, sold and released, and by these presents DO GRANT, bargain, and sell and release unto the said
J. S. Newlin, my one third undivided interest in my father's (Cecil Gaston) Estate containing (270 acres) Two
hundred & seventy acres, more or less, located in Beaufort County, South Carolina, Bluffton Township, Bounded
on the North by Marshall Fields - On the East Phoenix Mike & on the South by Marshall Fields & on the West by
Marshall Fields.

This being a first mortgage on my undivided interest

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said J. S. Newlin, his

heirs and assigns forever.

I do hereby bind myself heirs, executors

administrators to warrant and forever defend all and singular the said Premises unto the said J. S. Newlin, his

me & my heirs, executors, administrators
& all other persons

By claiming or to claim the same or any part thereof.

In the event of default in payment of said debt and this mortgage be placed in the hands of an attorney for collection or foreclosure the Mortgagor agrees to pay a reasonable attorney fees in addition to the principle accrued interest on said debt.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if

I Herman Gaston the said

I shall well and truly pay or cause to be paid unto the said J. S. Newlin

all debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of said note, then deed of bargain and sale shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties, that I am

to and enjoy the said premises until default of payment shall be made.

WITNESS my Hand and Seal this 25th day
of May in the year of our Lord one thousand nine hundred
and fifty-four and in the one hundred and sixtieth
year of the Sovereignty and Independence of the United States of America.

I, Sealed and Delivered } Pauline C. Newlin Herman Gaston (Seal)
in the Presence of } W. E. Dean (Seal)

STATE OF SOUTH CAROLINA,
COUNTY OF Jasper

Personally appeared before me, Pauline C. Newlin
sole oath that she saw the within named Herman Gaston

seal, and as she act and deed deliver the within written Deed, and that she
W. E. Dean

witnessed the execution thereof.

SWORN to before me this 25th day of May 1954
Eula Lee M. Victory (J.S.)

Notary Public, S. C. Pauline C. Newlin

STATE OF SOUTH CAROLINA,
COUNTY OF Jasper

a widow

RENUNCIATION OF DOWER

I, wife of the within named

on this appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarily and without any com-
pulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named

and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and
ad.

GIVEN under my hand and seal, this day of Anno Domini 19

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, as in anywise incident or appertaining, TO HAVE AND TO HOLD, all and singular, the said premises unto the said BANK OF RHODELAND, its Successors and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Bank of Rhode Island, its Successors and Assigns from and against me and my Heirs, Executors, Administrators and Assigns and all other persons lawfully claiming, or in claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagee his Heirs, Executors or Administrators shall insure the House and Buildings on said lot and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee, its successors or assigns in the sum of its indebtedness as provided for herein, and in case he or they shall at any time neglect or fail to do so, then the said BANK OF RHODELAND, its successors or assigns at its option, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of such insurance, together with interest on the amount paid for the same at the rate of (4%) per cent per annum from the date of this policy. In the event the insurance, herein provided for shall expire, and the same, is not replaced by the mortgagee within a reasonable time with a new mortgage policy, including the clause known as extended coverage, then at the option of the mortgagee the said new and mortgage shall thereupon become due and payable for all the amount then provided for in the said note and mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties in these Presents, that if the said Mortgagee, his heirs or assigns, shall will and truly pay or cause to be paid, unto the said BANK OF RHODELAND, its successors and assigns the said debt or some of money advanced, with interest thereon, if any shall be due, according to the true intent and meaning of the said promissory note, and all sums of money provided, to be paid by the Mortgagee, his Heirs, Executors, Administrators or Assigns, under the covenants of this mortgage, then this deed of mortgage and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue. AND IT IS AGREED, by and between the said parties, that the said mortgagee his heirs or assigns shall hold and enjoy the said premises and default of payment shall be made.

And it is further agreed and covenanted, by and between the said parties, that, until the debt hereby secured be paid, the said Mortgagee, his Heirs, Executors, Administrators, or Assigns, shall and will pay all taxes on the property hereby mortgaged when due, and in case the said Mortgagee fails to do so, the said Mortgagee, its successors or assigns, may pay said taxes, together with any fine or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount incurred thereon and reimburse for the same together with interest on the amount so paid at the rate of six (6%) per cent from the date of such payment.

And it is further agreed and covenanted between the said parties, that in case the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or the Mortgage is foreclosed, or put into the hands of an Attorney for collection, suit, action, or foreclosure, the said Mortgagee, his Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including a reasonable amount incidental as Attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses, are hereby secured and may be recovered in any suit or action brought or hereafter.

WITNESS my Hand and Seal this 27th day of Sept. 1951 in the year of our Lord one thousand nine hundred and Fifty-four year of the Sovereignty and Independence of the United States of America.

day of Sept. 1951 and in the one hundred and 74th

Signed, Sealed and Delivered in the Presence of

Luke N. Brown, Jr.

D. H. Garbade

Herman Gaston

(L. S.)

(L. S.)

THE STATE OF SOUTH CAROLINA,

County of Beaufort

PERSONALLY APPEARED before me

Luke N. Brown, Jr.

and made oath that he saw the within named

Herman Gaston

sign, seal and as witness

act and deed deliver the within written Deed, and that he with

D. H. Garbade

witnessed the execution thereof.

SWORN to before me, this 27th day of Sept. 1951

D. H. Garbade (L.S.) Notary Public for S. C.

Luke N. Brown, Jr.

THE STATE OF SOUTH CAROLINA,

County of Beaufort

RECUSATION OF TOWER

wherein it may concern, that Mrs.

do hereby certify unto all

the wife of the within named

privately and separately examined by me, and declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons acknowledge, release and forever relinquish unto the within named

heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in, or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal, this

27th day of Sept. 1951

Recorded and Certified this 27th day of Sept. 1951

S. L. Lutz

C. C. C.

BROWN & BROWN
ATTORNEYS AT LAW
P. O. Box 879
RIDGELAND, SOUTH CAROLINA 29936
TELEPHONE 726-5559
AREA CODE 803

LUKE N. BROWN, JR.

March 19, 1968

GARY D. BROWN

Cecil Gaston
Route 1
Ridgeland, South Carolina - 29936

Dear Cecil:

I discussed your proposal with the Bank officials, and they have stated that they cannot wait until September for you to take care of this note; however, they have stated that they will give you until the 1st of April to make some arrangements.

I will expect to hear from you by the 1st of

April.

Very truly yours,

BROWN & BROWN

Luke N. Brown, Jr.

Luke N. Brown, Jr.

LNB/dc

FROM THE DESK OF

LUKE N. BROWN, JR.
ATTORNEY AT LAW
P. O. BOX 879
RIDGELAND, S. C. 29936

AREA CODE 803
TELEPHONE 726-5559

10-29-70
Recd of Cecil Gaston \$615.77
on Bank of Ridgeland
Mortgage -
10/26/71 ^{Imperial Bank} ~~Recd~~ 381.23 ^{Subd}

Showing Cecil Gaston Jr
Paid of Herman Gaston
Mortgage his Brother.

LAW OFFICES
MOSS, BAILEY, DORE & JESSEE, P.A.

JAMES H. MOSS
JOEL D. BAILEY
LOUIS O. DORE
THOMAS C. JESSEE
H. FRED KUHN, JR.

1501 North Street, P. O. Drawer 507 - Beaufort, South Carolina 29902

BEAUFORT - 803 524-3373
HILTON HEAD - 803 786-6070

August 18, 1981

Judge Luke Brown
Post Office Box X
Ridgeland, South Carolina 29936

RE: Cecil Gadsden

Dear Judge Brown,

In reference to the above matter, Mr. Gadsden came in to see us concerning a satisfied mortgage. Enclosed please find a copy of the mortgage and a copy of a letter from your file. It is my understanding from Mr. Gadsden that sometime in 1970 the mortgage was paid off and was to be satisfied. I would appreciate your checking your file to see if there is a satisfied mortgage, if not you can get Dot to call me and I will forward a Lost Satisfaction Form directly to the bank in Ridgeland. If you need any further information, please give me a call.

With kindest personal regards, I am

Sincerely,

Thomas J. Jesse

TJ/lm

Enc.

cc: Mr. Cecil Gadsden

Certificate of Appellate

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

June 5, 2025

/s/Carrie G. Henderson
Carrie G. Henderson, Pro Se
316 East 35th Street
Savannah GA 31401
Phone: (912) 200-1285

RECEIVED

Jun 06 2025

SC Court of Appeals