

THE SOUTH CAROLINA COURT OF APPEALS

RECEIVED

JUL 16 2026

CHRISTOPHER JASON MULLINAX, APPELLANT
Vs. TAMMY B. MULLINAX, RESPONDANT

SC Court of Appeals

APPELLATE CASE#: 2024-001315

REQUEST FOR EXTENSION OF TIME AND REQUEST FOR COURT APPOINTED COUNSEL

Comes Now, Pro Se Appellant, CHRISTOPHER JASON MULLINAX, RESPECTFULLY MOVES THIS HONORABLE COURT TO RECOGNIZE THIS PRO SE MOTION ENTITLED "REQUEST FOR EXTENSION OF TIME AND REQUEST FOR EXTENSION COURT APPOINTED COUNSEL" PURSUANT TO AND IN ACCORDANCE WITH RULE 26.1 OF THE SOUTH CAROLINA APPELLATE COURT RULES (SCACR) AND BOUNDS VS. SUPERIOR COURT 229 CAL. 4TH 468 (2014). AND PRAYS THAT THIS HONORABLE COURT WILL GRANT AN ORDER IN FAVOR THERE OF A 30 DAY EXTENSION OF TIME AND REQUEST FOR COURT APPOINTED COUNSEL IN THE ABOVE STYLED CASE.

(PURSUANT TO AND IN ACCORDANCE WITH THE 5TH & 14TH AMENDMENTS OF THE U.S. CONSTITUTION "DUE PROCESS RIGHTS")

RESPECTFULLY SUBMITTED THIS 30TH DAY OF July 2026. Christopher Jason Mullinax

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT A TRUE
AND CORRECT COPY OF THE FORGOING
DOCUMENT "PETITION TO CONTEST" HAS BEEN
FURNISHED TO:

① PROBATE COURT DILLON
PO BOX # 189
DILLON, SE. 29536

② TAMMY B. MULLINAX
120 CHINA DR.
LATA, SE. 29565

③ THE SE. CT. APPEALS
PO BOX # 11629
COLUMBIA SE.
29211

THIS 3RD DAY OF JULY 2026

RESPECTFULLY SUBMITTED,

J. Mull

CHRISTOPHER J. MULLINAX

609 JACKSON AVE.
ETOWAH, TN. 37331



The South Carolina Court of Appeals

Petition to Contest

Christopher Jason Mullinax v. Tammy B. Mullinax

Appellate Case No. 2026-001315

Comes now ProSe

CASE # 2024-ES 17000141
LOWER TRIBUNAL #:

Petitioner, Christopher J. Mullinax, Respectfully moves this honorable court to recognize this petition to contest in above style case pursuant to and in accordance with "probate code ~21311", King Vs. Johnston 178 Cal. app. 4th 1488 (2009), Estate of Bennet, 163 Cal. pp. 4th 1303 (2008), Bounds Vs. Superior Court 229 Cal. app. 4th 468 (2014). And prays that this honorable court will grant an order in favor thereof. And as grounds therefor states facts and grounds

1. The respondent Tammy Barrentine Mullinax has maliciously deceived the courts by misrepresentation of the facts and has committed fraud to afford her a default judgement in the above styled case pertaining to my father Hans Christian Mullinax's will, proberties, estate, and last wishes.
2. On or around 4.16.25 the probate case of my father Hans Christian Mullinax (4.22.24) was closed without all of the facts and grounds being properly presented or addressed.
3. There is new evidence and grounds to be reviewed and submitted, which have been overlooked and excluded.
4. Christopher Jason Mullinax is Hans Christain Mullinax's first born son who has been maliciously and purposely/vindictively overlooked and excluded from the exterior position in the above styled case.

5. Christopher Jason Mullinax is contesting and challenging the true authenticity and legitimacy of the executor position and jurisdiction and will/estate pertaining to my father Hans Christian Mullinax.
6. My father Hans Christian Mullinax was bedridden and overmedicated the last year of his life.
7. As a result of his condition he was in a vulnerable position, which ultimately led to his death.
8. Hans Christian Mullinax was being extorted by Tammy Barrentine Mullinax and other immediate relatives.
9. Hans Christian Mullinax has a burial plot located at Conassagga Baptist Church Cemetery, Etowah Tn McMinn.
10. Foul play was involved in his death.
11. Why else would he have been cremated in south carolina and buried in his burial plot located in Etowah McMinn county, were loved and grew up.
12. Approximately a month before his death Hans Christian Mullinax clearly, directly and specifically told me his born son Christopher J, Mullinax that he was being over medicated with fentanyl patches on his arms while he was bedridden.
13. Hans Christian Mullinax clearly and directly told me that he had a \$250,000 life insurance policy set aside soley for me by his born son Christopher J. Mullinax.
14. If for some reason this policy was cancelled or lapsed or improperly dispersed to someone else

this was done maliciously because I offered to keep any and all policies paid in full or to be brought current.

15. There is an issue involving jurisdiction in this matter and the above style case pertaining to my father Hans Christian Mullinax and 3 properties located in Etowah Tn (McMinn county Tn).

16. Burial plots located in McMinn county Tn (Etowah Tn) Conosagga Baptist Church Cemetery.

17. Several vehicles owned by my father include a 2006 Nissan Z350 and a 2020 Nissan frontier/titan.

18. Several firearms owned by my father 1 being a Walther PPK 9mm pistol.

19. A 2020 Honda motorcycle

20. An RV

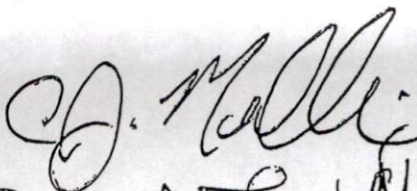
21. One of the properties located at 409 county road #475 Etowah Tn. Was maliciously liquidated and sold to avoid probate litigation. This piece of family property had been in the family for 6 generations and was maliciously liquidated and sold without the proceeds being properly dispersed.

22. Approximately 3 years ago I asked Tammy if they were considering selling or liquidating the family property located at 409 county #475 Etowah tn, to allow me the opportunity to purchase said family property in order to keep it in the family. Her response was that she was going to sell it to get rid of me once and for all. This statement and vindictiveness clearly exposes her deceptive motive and maliciousness.

23. As a result of Tammy's vindictiveness and malicious this family property which is located at 409 county road #475 Etowah Tn 37331 (Family property for 6 generations) was liquidated and sold and all of the proceeds went directly and solely to her and her children purposely excluding Christopher J, Mullinax who is the first born son and heir of said property.

THEREFORE, THE PETITIONER, CHRISTPHER JASON MULLINAX, FIRST BORN SON OF HANS CHRISTIAN MULLINAX, RESPECTFULLY MOVES THIS HONORABLE COURT TO RECOGNIZE THIS PETITION TO CONTEST CHALLENGING THE TRUE AUTHENTICITY AND ORIGIN OF THE EXECUTOR AND JURISDICTION OF THIS PROBATE CASE PERTAINING TO HANS CHRISTIAN MULLINAX HIS WILL AND ESTATE WHICH INCLUDES 3 PROPERTIES (VALUED AT \$700,000)2 OF WHICH ARE LOCATED IN MCMINN COUNTY ETOWAH TN, LIFE INSURANCES POLICIES(\$250,000), SEVERAL VEHICLES (VALUED AT APPROXIMATELY \$85,000) AND RV WHICH IS (VALUED AT APPROXIMATELY \$40,000. AND PRAYS THAT THIS HONORABLE COURT WILL TAKE THE ABOVE LISTED FACTS/GROUNDS INTO CONSIDERATION AND GRANT AND ORDER IN FAVOR THEREOF BY EITHER A MOTION TO COMPEL DOCUMENTS/REQUEST FOR REVIEW OR NOTICE OF APPEAL.

Respectfully Submitted,


 CHRISTOPHER JASON MULLINAX
609 JACKSON AVE.
ETOWAH, TN. 37331

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT A TRUE
AND CORRECT COPY OF THE FORGOING
DOCUMENT "PETITION TO CONTEST" HAS BEEN
FURNISHED TO:

① PROBATE COURT DILLON
P.O. Box # 189
DILLON, SC. 29536

② THOMAS B. MULLINAX
120 CHINA DR.
LATA, SC. 29565

③ COURT OF APPEALS
P.O. Box # 11629
COLUMBIA, SC. 29211

THIS 5TH DAY OF JULY 2026.

RESPECTFULLY SUBMITTED,

C. J. Mullinax

CHRISTOPHER J. MULLINAX

609 JACKSON AVE.
ETOWAH, TN. 37337

Bounds v. Super. Ct.

Petitioners sought a petition for a writ of mandate compelling the trial court to vacate its order sustaining without leave to amend a demurrer to their two causes of action for financial elder abuse under the Elder Abuse and Dependent Adult Civil Protection Act, Welf. & Inst. Code 15600 et seq. At issue was whether to allege a "taking" of a property right under the Act, it is sufficient to plead that an elder has entered into an unconsummated agreement which, in effect, significantly impairs the value of the elder's property, or whether the Act requires that the agreement have been performed and title have been conveyed. The court concluded that because property rights include, among other things, the right to use and sell property, petitioners' allegations that Petitioner Bounds entered into an executory agreement which significantly impaired the value of the property owned by the Trust adequately pleads a taking - that Bounds has been deprived of a property right by means of an agreement within the meaning of section 15610.30(c). Accordingly, the court granted the petition and issued the writ compelling the trial court to vacate its order sustaining the demurrer to petitioners' financial elder abuse claims.

Estate of Duke v. Fund

The Estate of Duke case, S199435, involves the California Supreme Court's ruling on the validity of a holographic will that left all of Irving Duke's property to his wife, Beatrice Schechter Duke. The will did not address the scenario of Beatrice predeceasing Irving. The court found that the will was unambiguous and that the estate must pass to the Radins as the sole intestate heirs, despite the will's failure to provide for the situation where Beatrice was not alive to inherit. The case highlights the importance of clear will language and the potential for reformation of wills under certain circumstances.

CONTROLLING CASES PERTAINING TO ATTORNEYS FEES

D. Attorney's Fees

In its statement of decision, the trial court ruled that Susan could recover attorney fees on equitable principles or, alternatively as an element of damages under Prentice v. North Amer. Title Guar. Corp. (1963) 59 Cal.2d 618, 620. The judgment entered concurrently with the statement of decision ordered that Susan could recover "her reasonable attorney's fees and costs of suit incurred" from "Wendy's share of the estate of Jane Alter." Susan subsequently moved for a "determination of attorneys fees in accordance with judgment." In an order filed May 12, 2003, the court set the judgment for attorney fees at \$180,187.50, and filed an amended judgment ordering Wendy to pay Susan attorney fees in this amount.

In this appeal, Wendy attacks the judgment for attorney fees both on procedural and substantive grounds. Since we agree that Susan was not entitled to the judgment under substantive law, we do not reach her procedural objections. We turn first to the justification for awarding attorney fees as damages under *Prentice* and its progeny.

• In *Prentice*, an escrow holder was negligent in closing the sale of property. As a consequence, the sellers were forced to bring a quiet title action against the purchaser and the holder of a first deed of trust. The sellers secured a judgment of damages against the escrow holder, which included the cost of the quiet title action. Affirming the judgment, the court held: "A person who through the tort of another has been required to act in the protection of his interests by bringing or defending an action against a third person is entitled to recover compensation for the reasonably necessary loss of time, attorney's fees, and other expenditures thereby suffered or incurred." (*Prentice v. North Amer. Title Guar. Corp.*, supra, 59 Cal.2d 618, 620.)

The court explained that the judgment was not concerned " 'with the measure and mode of compensation of attorneys' but with damages wrongfully caused by defendant's improper actions. [¶] When a paid escrow holder has, as in this case, negligently made it necessary for the vendor of land to file a quiet title action against a third person, attorney's fees incurred by the vendor in prosecuting such action are recoverable as an item of the vendor's damages in an action against the escrow holder. [¶] Here the natural

Susan moved for a determination of attorney fees in accordance with the judgment. On May 12, 2003, the court awarded her attorney's fees in the sum of \$180,187.50, and on July 30, 2003, the court entered an amended judgment incorporating this award of attorney fees.

Susan next took steps to enforce the judgment for attorney fees by recording an abstract of judgment and obtaining an order for a debtor's examination. On October 8, 2003, Wendy moved for a protective order to expunge the abstract of judgment and vacate the order for a debtor's examination. The trial court denied the motion in an order filed November 14, 2003.

Wendy has filed notices of appeal from the judgment entered on December 10, 2002; the order filed May 12, 2003, awarding attorney fees; the amended judgment filed July 30, 2003; and the order filed November 14, 2003, denying Wendy's motion for a protective order.

A. Subject Matter Jurisdiction

As a first assignment of error, Wendy argues that the Marin County Superior Court lacked subject matter jurisdiction over Susan's petition challenging the Jane Alter Living Trust and the Second Amendment to the trust. Susan filed the petition in reliance on Probate Code section 17005, subdivision (a)(1), which authorizes the filing of proceedings affecting a living trust to be filed in "the county where the principal place of administration of the trust is located." It is undisputed that Wendy lives in Marin County and is the trustee of the Jane Alter Living Trust. Wendy nevertheless contends that the San Francisco Probate Court had previously assumed jurisdiction over "Jane's property subject to her testamentary disposition, either by will or a testamentary trust, . . ." The contention requires us to examine closely two previous orders of the San Francisco Probate Court.

As noted above, in an order filed January 4, 1993, approving the first account of the successor trustee of the Alter Family Trust, the San Francisco Probate Court directed the trustee to seek instructions with respect to the transmutation of community property of Zal and Jane into their separate property. With the stipulation of counsel for Zal, Jane

December 4, 1997, stated that the estimated value of property of the estate was zero. Attachment 3c to the petition stated: "All of the decedent's assets were held in trust or will be transferred by other means. There will be no assets in the probate estate." The fourth paragraph of the Will of Jane Alter attached to the petition specifically referred to the power of appointment and sought to exercise it in the event the revocation of the Alter Family Trust should be determined to be legally ineffective. The First Codicil to Will of Jane Alter, which was also attached to the petition, sought solely to "confirm the exercise in my Will of the power of appointment."

Susan contested the probate of the will on the grounds of incapacity and undue influence and on the further ground that the Alter Family Trust, which contained the power of appointment, had been revoked both by Jane and an order of the court. "Therefore, at the time of the execution of the purported will [of Jane Alter], the Trust was revoked and thus there was no document extant granting [her] said power."

We see nothing in the order filed June 17, 1993, that would affect the jurisdiction of the Marin County Court to consider Susan's petition challenging the Jane Alter Living Trust. The San Francisco court acted on a petition by Debra J. Dolch requesting instructions on the transmutation of community property of Zal and Jane into separate property, and with the stipulation of the parties, approved a broad settlement regulating the division of property between the spouses following Jane's revocation of the Alter Family Trust. The court retained jurisdiction for the limited purpose of assuring that the settlement was carried out as directed. This limited reservation of jurisdiction did not conflict in any way with Susan's petition challenging the validity of the Jane Alter Living Trust.

We also see no basis for holding that the petition to probate Jane's will gave the San Francisco Probate Court prior exclusive jurisdiction over Jane's trust assets that precluded later filings in another county. Such prior exclusive jurisdiction cannot be

duly admitted to probate and specifically referring to and exercising this power of appointment This power of appointment is exercisable by the surviving Trustor alone"

“Res judicata is not a jurisdictional defense, and may be waived by failure to raise it in the trial court.” (7 Witkin, Cal. Procedure (4th ed. 1997) Judgment § 281, p. 821.) Moreover, the allegations in the April 1991 petition were never adjudicated in the San Francisco Probate Court. Instead, the proceeding was terminated by a stipulated order appointing a successor trustee. While a stipulated judgment may have collateral estoppel effect in California (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 665), probate orders are conclusive only as to matters “actually passed upon by the probate court.” (*Estate of de Laveaga* (1958) 50 Cal.2d 480, 487; *Lazzarone v. Bank of America* (1986) 181 Cal.App.3d 581, 591.)

C. Substantial Evidence

Contending that the court “misapplied the applicable legal standards to invalidate a testamentary document based on undue influence or fraud,” Wendy advances two arguments involving issues of law and substantial evidence. With respect to the court’s finding of undue influence, she argues that the invalidation of a testamentary document on this ground requires evidence of procurement, which is lacking in the present record. In the case of fraud, she argues that a finding of fraud requires evidence of intent to deceive, which cannot be found in the present record.

1. Undue influence

California courts have long held that a testamentary document may be set aside if procured by undue influence. (*Estate of Ricks* (1911) 160 Cal. 467, 480; Prob. Code, § 6104.) As authoritatively defined in *Rice v. Clark* (2002) 28 Cal.4th 89, 96 “[u]ndue influence is pressure brought to bear directly on the testamentary act, sufficient to overcome the testator’s free will, amounting in effect to coercion destroying the testator’s free agency.” (See also *Estate of Shay* (1925) 196 Cal. 355, 363; *Hagen v. Hickenbottom* (1995) 41 Cal.App.4th 168, 182; *Estate of Sarabia* (1990) 221 Cal.App.3d 599, 604; *Estate of Truckenmiller* (1979) 97 Cal.App.3d 326, 334; Civ. Code, § 1575.)

“The proof of undue influence by circumstantial evidence usually requires a showing of a number of factors which, in combination, justify the inference, but which taken individually and alone are not sufficient.” (12 Witkin, Summary of Cal. Law (9th

Estate of Duke v. Fund

The Estate of Duke case, S199435, involves the California Supreme Court's ruling on the validity of a holographic will that left all of Irving Duke's property to his wife, Beatrice Schechter Duke. The will did not address the scenario of Beatrice predeceasing Irving. The court found that the will was unambiguous and that the estate must pass to the Radins as the sole intestate heirs, despite the will's failure to provide for the situation where Beatrice was not alive to inherit. The case highlights the importance of clear will language and the potential for reformation of wills under certain circumstances.

Probate Code 21311 is a California law that ***limits the enforceability of no contest clauses***. A no contest clause is a provision in a will or trust that disinherits a beneficiary who contests the validity of the will or trust. The clause is only enforceable against direct contests brought without probable cause, challenges to the transferor's ownership of property at the time of the transfer, and creditor's claims and actions based on them. Probable cause exists if, at the time of filing a contest, the facts known to the contestant would cause a reasonable person to believe that there is a reasonable likelihood that the requested relief will be granted after an opportunity for further investigation or discovery.

This instrument was prepared by Thomas M. Boyd, Attorney, P.O. Box 56, Athens, Tennessee 37303.

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pick-up

WARRANTY DEED

THIS INDENTURE, Made this 10th day of November, A. D., 1986, between FAY R. MULLINAX AND WIFE, EVELYN G. MULLINAX, of McMinn County, in the State of Tennessee, hereinafter referred to as parties of the first part, and CHARLES L. MULLINAX AND WIFE, CHARLOTTE R. MULLINAX, of McMinn County, in the State of Tennessee, hereinafter referred to as parties of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to us in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the said parties of the second part, the following described premises, to-wit:

LYING AND BEING situated in the Third Civil District of McMinn County, Tennessee, the same being a lot containing approximately two (2) acres, lying on the North side of Tellico Road (Mecca Pike); and being bounded on the North by Harrison; on the East by Orezam; on the West by Mullinax and being more particularly described as follows, to-wit:

BEGINNING at the Southeast corner of the within described property, and in the Southwest corner of the Orezam property, and in the North line of Tellico Road (Mecca Pike); FROM SAID POINT OF BEGINNING, in a Westerly direction 170 feet, more or less, along the North line of Tellico Road (Mecca Pike) to an iron pin; thence in a Northerly direction 510 feet along a severance line with Mullinax to an iron pin (this line being 170 feet West of and parallel to the Orezam west property line); thence in an Easterly direction 170 feet along a common dividing line with Harrison to an iron pin in the Orezam's west property line; thence in a Southerly direction 510 feet along the common dividing line with Orezam to the point of BEGINNING in the North line of Tellico Road (Mecca Pike).

AND BEING a part of the same property conveyed to Fay R. Mullinax and wife, Evelyn G. Mullinax by Warranty Deed of record in Deed Book 8-G, at pages 123-4, in the Register's Office, McMinn County, Tennessee, to which reference is hereby made.

NAME OF THE MORTGAGEE, IF ANY

None

I Certify that State Tax is Paid	
State Tax	\$ 5.60
Certificate Fee	.50
Total Paid	\$ 6.10
Virginia Elmer Snyder Register of Deeds	

FORWARD TAX STATEMENT TO:

Charles L. Mullinax
Owner (X) Mortgagee ()

(Check one of the above)

Rt 1, Box 514

Etowah, Tenn.
Address

PROPERTY TRANSFERRED NOTED

Date Nov 10, 1986
No. 86-1705 CURTIS FORTER
County Property Assessor

I do hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, which ever is greater is \$3,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Charles L. Mullinax
Affiant

Subscribed and sworn to before me this 10 day of Nov, 1986.

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Virginia Elmer Snyder D.P.
Register of Deeds

WARRANTY DEED		STATE OF TN COUNTY OF BRADLEY	
Madison County Register McMinn County Rec'd: 69793 Instrument 69793 Rec'd: 10.00 Hbk: 39 Pg 52 State: 591.63 Clerk: 1.00 EDP: 2.00 Total: 604.63 in Warranty Deed Book 16W Pages 390-391		THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$159,900.00 <i>Robert L. Watts</i> Affiant SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8TH DAY OF OCTOBER, 2004. <i>Christy Blackwell</i> Notary Public MY COMMISSION EXPIRES: November 20, 2007. (AFFIX SEAL)	
THIS INSTRUMENT WAS PREPARED BY Barrett T. Painter, 30 2nd Street NW, Cleveland, TN 37311			
PTS#101548			
ADDRESS NEW OWNER(S) AS FOLLOWS:		SEND TAX BILLS TO:	
Robert L Watts		Robert L Watts	
(NAME)		(NAME)	
405 County Road 475		405 County Road 475	
(ADDRESS)		(ADDRESS)	
Etowah, TN 37331		Etowah, TN 37331	
(CITY)	(STATE)	(CITY)	(STATE)
(ZIP)		(ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, FAY R. MULLINAX and wife, EVELYN G. MULLINAX (Fay Ray Mullinax by his Attorney in Fact, Evelyn Gloria Mullinax as shown by Power of Attorney recorded in Deed Book 16-O, page 23 in the said Register's Office, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO ROBERT L. WATTS and wife, CAROL J. GREEN, HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN THE THIRD CIVIL DISTRICT OF McMINN COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING at a pipe found in the Northern line of County Road 475, said pipe being located at the Southwest corner of the property herein conveyed; thence along the Eastern line of Harrison, Deed Book 7J, Page 892, in the Register's Office of McMinn County, Tennessee, North 05 Degrees 56 Minutes 04 Seconds East, 410.73 feet to a pipe found, said pipe being the Northwest corner of the property herein conveyed; thence South 86 Degrees 00 Minutes 35 Seconds East, 294.77 feet to an iron pin, said iron pin being the Northeast corner of the property herein conveyed and the Northwest corner of Charles Mullinax property, Deed Book 10L, Page 188, in the said Register's Office; thence along the Western line of Mullinax, South 00 Degrees 17 Minutes 27 Seconds East, 495.91 feet to a point located in the Northern line of County Road 475, said point being the Southeast corner of the property herein conveyed; thence along the Northern line of County Road 475 as it curves in a Northwesterly direction on a chord distance of North 72 Degrees 20 Minutes 49 Seconds West, 355.80 feet to the point of beginning, as shown by survey of Jimmy L. Richmond, Richmond Surveying Company, Tennessee License No. 917, dated 9/18/04.

TOGETHER WITH and SUBJECT TO a Driveway Easement described in Deed Book 16-I, page 80, in the said Register's Office.

Being part of the same real estate conveyed by deed recorded in 5Z, page 332 and 8G, page 123, in the said Register's Office of McMinn County, Tennessee.

SUBJECT to any governmental zoning and subdivision ordinances or regulations in effect thereon.

The Grantors herein agree and assume to pay all taxes assessed against said real estate for the year 2004.

unimproved ☐
This is improved ☒ property, known as

405 County Road 475, Etowah, TN 37331
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 8th day of October, 2004.

Property Transfer Noted
 Date 11-12-04 No. 04-2247
 Tax I.D. 03 119 002-00
 McMinn County Property Assessor

Fay R. Mullinax
 Fay R. Mullinax, by his AIF
Evelyn G. Mullinax
 Evelyn G. Mullinax, Personally & as AIF

Madison Cunningham, Register
McMinn County

Rec. #: 89600
Rec'd: 10.00
State: 292.30
Clerk: 1.00
EDP: 2.00
Total: 305.30
Instrument #: 89600
Recorded
5/25/2006 at 10:47 AM
in Warranty Deed Book
17M
Pgs 408-409

THIS INSTRUMENT PREPARED
BY & RETURN TO:
Priority Trustee Services of TN, L.L.C.
1587 N.E. Expressway
Atlanta, GA 30329

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 10, 2004 and recorded in the Register's Office of McMinn County, TN, at Book 747, Page 244, ("Deed of Trust") Hans Christian Mullinax and Tammy B. Mullinax conveyed to Rhonda C. Bundy, as Trustee, the hereinafter described property for the purpose of securing payment of the indebtedness and performance of the obligations therein mentioned and set forth; and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to HSBC Bank USA, National Association as Trustee; and

WHEREAS, HSBC Bank USA, National Association as Trustee, being the owner and holder of the debt secured, appointed the undersigned as Substitute Trustee by instrument of record at Book 834, Page 431 in the Register's Office of McMinn County, TN; and

WHEREAS, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, the property was advertised for sale in conformity with the laws of TN and the terms and provisions of said Deed of Trust on 03/20/2006, 03/27/2006, 04/03/2006, in DAILY POST ATHENIAN, by which advertisement the sale was held on May 11, 2006, at the Main entrance in Athens, McMinn County, TN, in bar of the equities of redemption, dower, and homestead; and

WHEREAS, at the time and place mentioned in said advertisement, Jennifer Rash, the undersigned's agent, offered said property for sale at public outcry to the highest and best bidder for cash, at which sale HSBC Bank USA, National Association as Trustee, being the highest, best and last bidder, became the purchaser of said property at and for the sum of \$79,000.00; and

WHEREAS, the owner and holder of said debt for which said property was sold has complied with the terms of sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and of the payment by HSBC Bank USA, National Association as Trustee as aforesaid, of the said sum of money, receipt of which payment is hereby acknowledged, the undersigned Priority Trustee Services of TN, L.L.C, as Substitute Trustee, does hereby grant, bargain, sell and convey unto HSBC Bank USA, National Association as Trustee, its successors and assigns, in fee simple forever, the following described real property situated in the County of McMinn, State of TN:

Located inside the city of Etowah and in the fourth civil district of McMinn County, Tennessee: Being lot ten (10) of the Mountain View Estates Subdivision, as shown by map or plat of record in plat book 4, page 113, in the Register's Office for McMinn County, Tennessee, to which reference is here made. Being the same property conveyed to Hans Christian Mullinax and wife, Tammy B. Mullinax by warranty deed from R.L. Jones and wife, Glenda Jones on the 14th day March, 1997 of record in book 13-4, page 466, register's office for McMinn County, Tennessee. Tammy B. Mullinax, wife of Hans Christian Mullinax, joins in the execution of this instrument for the purpose of conveying any and all rights, title and interest she may have by reason of her marital status.

The last recorded Warranty Deed was filed of record at Book 13Y, Page 466 in the Register's Office of McMinn County, TN.

TO HAVE AND TO HOLD the property described above, together with the privileges, appurtenances, and hereditaments thereunto belonging or in any way appertaining unto the said HSBC Bank USA, National Association as Trustee, its successors and assigns forever, to whom the said, Priority Trustee Services of TN, L.L.C, as Substitute Trustee, warrants the title to the aforesaid property against the lawful claims and demands of all persons claiming by, through or under him, but not further nor otherwise.

IN TESTIMONY WHEREOF, Priority Trustee Services of TN, L.L.C, Substitute Trustee, has hereunto set his hand, this 11th day of May, 2006.



Property Transfer Noted
Date 5/25/06 No. 061061
Tax I.D. 04118A13 007.
McMinn County Property Assessor

This instrument was prepared by Thomas M. Boyd, Attorney, P. O. Box 56, Athens, Tennessee.

123

Contrell Bank
Etowah

WARRANTY DEED

THIS INDENTURE, Made this 16th day of February A. D., 1978 between

MICHAEL LEE DONOVAN and wife, JUDITH DIANNE DONOVAN

of McMinn County, in the State of Tennessee, hereinafter referred to as parties of the first part, and FAY R. MULLINAX and wife, EVELYN G. MULLINAX

of McMinn County, in the State of Tennessee, hereinafter referred to as parties of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to us in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged,

7th 27, 1978
78-336

I Certify that State Tax is Paid	
State Tax	\$ 24.78
Certificate Fee	\$ 50
Total Paid	\$ 25.20
Virginia Fisher Snyder Register of Deeds	

have granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the said parties of the second part, the following described premises, to-wit:

LYING AND BEING situated in the Third Civil District of McMinn County, Tennessee, the same being a lot lying on the North side of Tellico Road (Mecca Pike) and fronting 200 feet thereon and running back of even width (200 feet wide) to the rear property line and being more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of the within described property in the North line of Tellico Road near Etowah, Tennessee, at a corner with Bill Mullinax; from said point of beginning 200 feet, more or less, in an Easterly direction along the North line of Tellico Road to a corner; thence North 5° 30' East, 510 feet, more or less, along a line which is 200 feet East of and parallel to the West boundary of this lot to the rear property line; thence South 89° 15' West, 200 feet, more or less, to the Mullinax corner; thence South 5° 30' West, 485 feet with Mullinax to the point of BEGINNING.

AND BEING the same property conveyed to Michael Lee Donovan and wife, Judith Dianne Donovan by Lyndus Harper, Deed recorded in Deed Book 8-B at pages 425-6, in the Register's Office, McMinn County, Tennessee, to which reference is here made.

Forward Tax Statement To:

Fay R Mullinax
Rt #1
Etowah, Tenn. 37331
Name
Address

123

I, hereby swear or affirm that the actual cash value of the property described herein is \$25.20.

Lyndus Harper
7th 27, 1978
7.26.80

This Instrument Prepared for Sweetwater Valley Title Company
on behalf of the Grantors
by David Siklosi, Attorney, Athens, Tennessee 37371-0784

The following description is:
____ taken from the prior deed;
xx based upon a new survey;
____ provided by the parties;
____ (other) _____
(TCA 66-24-121)

SEND TAX STATEMENT TO:

THIS DEED HAS BEEN PREPARED FROM
INFORMATION SUPPLIED BY OR ON BEHALF
OF THE PARTIES. THE PREPARER DOES
NOT WARRANT OR CERTIFY TITLE,
ACCURACY OF DESCRIPTION, NOR
COMPLIANCE WITH PLANNING AND ZONING
LAWS. BEFORE SIGNING THIS DEED,
CONSULT WITH YOUR TAX ADVISOR
REGARDING POSSIBLE STATE AND FEDERAL
TAX CONSEQUENCES.

I, or we, hereby swear or affirm that the actual
consideration for this transfer or value of the
property transferred, whichever is greater is
\$ 5600.00
which amount is equal to or greater than the
amount which the property transferred would
command at a fair voluntary sale.

Hans C. Mullinax
AFFIANT

Subscribed and sworn to before me this 11th
day of April, 2003.

Nadean Cunningham
Notary Public
My Commission Expires: _____

TAX ID: _____
(District - Map - Parcel) Minn County
Rec'd: 48662 Instrument 48662
Rec'd: 15.00 NSK: 34 Pg 140
State: 20.72 Recorded
Clerk: 1.00 4/11/2003 at 2:49 PM
EDP: 2.00 in Warranty Deed Book
Total: 38.72

WARRANTY DEED

161 Pg 80

THIS INDENTURE, made this 8th day of April, 2003, A.D., between

FAY R. MULLINAX AND WIFE, EVELYN G. MULLINAX, Grantors, and

HANS C. MULLINAX, Grantee.

WITNESSETH: that said Grantors, for and in consideration of the sum of One Dollar
(\$1.00) and other good and valuable considerations, to them in hand paid by the Grantees, the receipt
of which is hereby acknowledged, have bargained, sold and conveyed unto the Grantees the
following described premises, to-wit:

SITUATED in the Third Civil District of McMinn County, Tennessee, lying on the North side of
County Road 475, and being more particularly described as follows:

BEGINNING at an iron rod set in the North side of County Road 475 approximately 0.30 mile West
of the intersection with County Road 488, said iron rod marking the Southwest corner of the Charles
Mullinax property (Deed Book 10-L, Page 188), and the Southeast corner of the property herein
conveyed; FROM SAID POINT OF BEGINNING with County Road 475 North 80 degrees 33
minutes 43 seconds West 75.00 feet to an iron rod corner; thence along a severance line with
property designated as Lot 1 North 00 degrees 06 minutes 46 seconds West 495.24 feet to an iron
rod corner; thence with the Frank R. Harrison property (Deed Book 7-J, Page 892) South 86 degrees
00 minutes 39 seconds East 155.58 feet to an iron rod corner; thence with the Charles Mullinax
property (Deed Book 10-L, Page 188) South 09 degrees 10 minutes 34 seconds West 503.16 feet to
the POINT OF BEGINNING.

Property Transfer Noted
Date 4-11-03 No. 03-629 PL
Tax I.D. 03 119 00200
McMinn County Property Assessor

SAB:kw TIC # 97-1933H	Property Address: 908 Mountain View Road Etowah, TN 37331	(XX) Improved Property () Unimproved Property
ADDRESS OF NEW OWNER(S) Mr. & Mrs. Hans Christian Mullinax	SEND TAX BILLS TO TRANS FINANCIAL MORTGAGE CO.	MAP PARCEL NUMBER: M-115-F-Gr-A-P-34.12
908 Mountain View Road	P.O. Box 1718	
Etowah, TN 37331	Tullahoma, TN 37388	

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable considerations,

the receipt and sufficiency of which are hereby acknowledged,

R. L. JONES and wife, GLENDA JONES,

hereinafter referred to as Grantor, whether one or more, does hereby sell, assign, transfer and convey unto

HANS CHRISTIAN MULLINAX and wife, TAMMY B. MULLINAX,

hereinafter referred to as Grantee, whether one or more, the following described real estate, to wit:

LOCATED INSIDE THE CITY OF ETOWAH AND IN THE FOURTH CIVIL DISTRICT OF McMINN COUNTY, TENNESSEE:

BEING Lot Ten (10), of the MOUNTAIN VIEW ESTATES SUBDIVISION, as shown by map or plat of record in Plat Book 4, page 113, in the Register's Office for McMinn County, Tennessee, to which reference is here made.

Being the same real estate conveyed to R. L. Jones and wife, Glenda Jones by deed dated October 3, 1986 and recorded in Deed Book 10-K, page 464, in the said Register's Office.

SUBJECT to the drainage easement turning along the Southwest boundary of said lot as noted on plat.

SUBJECT to ten (10) foot drainage and/or utility easement on all side and rear lot lines as noted on plat.

SUBJECT to thirty (30) foot front building setback line as noted on plat.

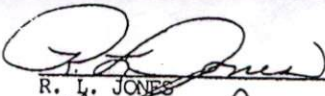
SUBJECT to any governmental zoning and subdivision ordinances or regulations in effect thereon.

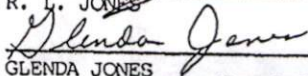
The Grantee herein assumes and agrees to pay all taxes assessed against said real estate for the year 1997.

TO HAVE AND TO HOLD the said real estate unto HANS CHRISTIAN MULLINAX and wife, TAMMY B. MULLINAX,

Grantee, his heirs, successors and assigns, forever in fee simple. Grantor covenants and represents that Grantor is lawfully seized and possessed of said real estate, that Grantor has full power and lawful authority to sell and convey the same, that title to said property is free, clear and unencumbered, except as hereinabove set forth, and that Grantor will forever warrant and defend the same against all lawful claims.

IN WITNESS WHEREOF, Grantor has executed this deed on the 14th day of March, 1997.


R. L. JONES


GLENDA JONES

Prepared by: STEVE A. BOVELL
Attorney at Law
7405 Shallowford Road
Suite 540
Chattanooga, TN 37421

Property Transfer Noted

Date 3/19/97 No. 97-429

Tax I.D. 115F-A-3412

McMinn County Property

Court County Tennessee	UNIFORM CIVIL AFFIDAVIT OF INDIGENCY	Case Number 2025-CH-2585
page 1 of 2		
Christopher J. Mullinax vs. Christy GRAY		

1. Christopher J. Mullinax having been duly sworn according to law, make oath that because of my poverty, I am unable to bear the expenses of this case and that I am justly entitled to the relief sought to the best of my belief. The following facts support my poverty.
1. Full Name: Christopher J. Mullinax
2. Address: 609 JACKSON AVE. ETOWAH, TN 37333
3. Telephone Number: 423-402-5731
4. Date of Birth: 2-2-79
5. Names and Ages of All Dependents:
- | | |
|--------------------------------|--------------------------|
| <u>Christian John Mullinax</u> | Relationship: <u>son</u> |
| <u>JANE SEBEST GRAY</u> | Relationship: _____ |
| _____ | Relationship: _____ |
| _____ | Relationship: _____ |
6. I am employed by: SSDI
 My employer's address is: _____
 My employer's phone number is: _____
7. My Present income, after federal income and social security taxes, are deducted, is: \$ 1100
8. I receive or expect to receive money from the following sources:

AFDC	\$ <u>0</u>	per month
SSI	\$ <u>0</u>	per month
Retirement	\$ <u>0</u>	per month
Disability	\$ <u>0</u>	per month
Unemployment	\$ <u>0</u>	per month
Worker's Compensation	\$ <u>0</u>	per month
Other	\$ <u>0</u>	per month

beginning _____ Date 1-21-2025 at 3:45 AM PM

beginning _____ Entered 1-21-2025

beginning _____ BEN TOLLETT, CLERK & MASTER

beginning _____ Cumberland County, Crossville, TN

beginning _____ By Ben Tollett

9. My expenses are:
- | | | |
|--------------------|---------------|-----------|
| Rent/House Payment | \$ <u>650</u> | per month |
| Groceries | \$ <u>800</u> | per month |
| Electricity | \$ <u>800</u> | per month |
| Water | \$ <u>1</u> | per month |
| Gas | \$ <u>11</u> | per month |
| Transportation | \$ <u>125</u> | per month |

Medical/Dental	\$ _____	per month
Telephone	\$ <u>45</u>	per month
School Supplies	\$ _____	per month
Clothing	\$ _____	per month
Child Care or	\$ _____	per month
Court Ordered Child Support	\$ _____	per month
Other	\$ _____	per month

10. Assets:
- | | | |
|--------------------------|-----------------|-------|
| Automobile | \$ <u>3000</u> | (FMV) |
| Checking/Savings Account | \$ <u>0</u> | |
| House | \$ <u>-5400</u> | (FMV) |
| Other | \$ _____ | |

11. My debts are:
- | | |
|-------------|------------------|
| Amount Owed | \$ <u>50,000</u> |
| To Whom | <u>Regions</u> |

I hereby declare under the penalty of perjury that the foregoing answers are true, correct, and complete and that I am financially unable to pay the costs of this action.

PLAINTIFF

ORDER ALLOWING FILING ON PAUPER'S OATH

It appears based upon the Affidavit of Indigency filed in this cause and after due inquiry made that the Plaintiff is an indigent person and is qualified to file case upon a pauper's oath.

Court County Tennessee	UNIFORM CIVIL AFFIDAVIT OF INDIGENCY page 2 of 2	Case Number
Christopher J. Mullax vs. Christy GRAF		

It is so ordered this the 21st day of Jan, 2025

JUDGE

DETERMINATION OF NONINDIGENCY

It appearing based upon the Affidavit of Indigency filed in this cause and after due inquiry made that the Plaintiff is not an indigent person because _____

IT IS ORDERED AND AJUDGED that the Plaintiff does not qualify for filing this case on a pauper's oath.
 This the _____ day of _____, 20 _____.

JUDGE

NOTICE: If the judge determines that based upon your affidavit you are not eligible to proceed under a pauper's oath, you have the right to a hearing before the judge or, in those cases that can be appealed to Circuit Court, a hearing before the Circuit Court judge.

Certificate of Service

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY
 OF THE FOREGOING DOCUMENT HAS BEEN FURNISHED TO:
 ① CLERK OF COURTS AT 60 JUSTICE CTR. DR. STE. 300
 CROSSVILLE, TN. 38555

RESPECTFULLY SUBMITTED THIS 22ND
 DAY OF DECEMBER 2024.

C. Mullax

Christopher J. Mullax
 609 JACKSON AVE.
 ETOWAH, TN. 37331

2-8-20

TO WHOM IT MAY CONCERN,

ENCLOSED YOU WILL FIND A \$150
MONEY ORDER FOR THE FILING FEES IN
REGARDS TO MY LATE FATHER (HANS CHRISTIAN
MULLINX'S) ESTATE & WILL CASE#: 2024-ES-
17000142.

PLEASE FILE THE ENCLOSED
PETITION TO CONTEST (23 PAGES). AND SCHEDULE
FOR HEARING ON THE DOCKET TO BE HEARD.

THANK YOU FOR YOUR TIME AND
ASSISTANCE IN THIS MATTER.

I LOOK FORWARD TO YOUR REPLY.

RESPECTFULLY

C. J. Mullin

CHRISTOPHER J. MULLINX
609 JACKSON AVE.
EVANSH, TN 37331

CELL#: 423-402-51731

(If you have any questions
or concerns, please feel
free to call me.)

Thanks!

CHANDLER VASON MALLINX
609 JACKSON AVE.
FLOWER, TN. 37331

THE SOUTH CAROLINA COURT OF APPEALS
P.O. Box # 11629
COLUMBIA, SC. 29211

9589 0710 5270 2974 0920 02

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For delivery information, visit our website at www.usps.com ®	
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☐ Return Receipt (electronic) \$0.00	
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Postage \$2.17	
Total Postage and Fees	02/09/2026
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Street and Apt. No., or P.O. Box No.	
City, State, ZIP+4®	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

CUSTOMER'S RECEIPT		UNITED STATES POSTAL SERVICE®	
SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION	Pay to		KEEP THIS RECEIPT FOR YOUR RECORDS
NOT NEGOTIABLE	Address		
	Dillon SC. 29536		
Serial Number	Year Month Day	Post Office	Clerk
55090578974	2026-02-09	373030	07
		Amount	
		\$150.00	

11/11/81
J. M. H. & M. A. X
609 JACKSON AVE.
FLOWERS, MO. 65031

ROBERT CARL DITHON

P.O. Box # 189

Dithon, MO. 65036



STATE OF SOUTH CAROLINA

COUNTY OF: DILLON

IN THE MATTER OF:
HANS CHRISTIAN MULLINAX
(Decedent)

IN THE PROBATE COURT

CERTIFICATE OF APPOINTMENT

CASE NUMBER: 2024-ES17-000142

This is to certify that

TAMMY MULLINAX

is/are the duly qualified

- ☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

in the above matter and that this appointment, having been executed on the 24TH day of JULY, 2024, is in full force and effect.

RESTRICTIONS:

TO OPEN UP ESTATE ACCOUNT.

Executed this 24TH day of JULY 2024.

Teresa W. Smith

Teresa W. Smith, Probate Court Judge

**Do not accept a copy of this certificate without
the raised seal of the Probate Court.**

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: DILLON

CERTIFICATE OF APPOINTMENT

IN THE MATTER OF:
HANS CHRISTIAN MULLINAX
(Decedent)

CASE NUMBER: 2024-ES17-000142

This is to certify that

TAMMY MULLINAX

is/are the duly qualified

- ☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

in the above matter and that this appointment, having been executed on the 24TH day of JULY, 2024, is in full force and effect.

RESTRICTIONS:

TO CASH THE FOLLOWING CHECKS, CHECK # 2273189 AND CHECK # 5009577987 AND PLACE IN ESTATE ACCOUNT.

Executed this 24TH day of JULY 2024.

Teresa W. Smith

Teresa W. Smith, Probate Court Judge

Do not accept a copy of this certificate without
the raised seal of the Probate Court.

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: Dillon

IN THE MATTER OF: HANS C. MULLINAX

(Decedent)

CASE NUMBER: 2024-ES-17000142

*COMPLETE THIS SECTION ONLY IF FILING PETITION FOR
FORMAL TESTACY AND/OR FORMAL APPOINTMENT

CHRISTOPHER JASON MULLINAX
Petitioner(s)

vs.
JAMIE B. MULLINAX
Respondent(s)

APPLICATION FOR INFORMAL

(check any that apply)

☐ PROBATE OF WILL

☐ APPOINTMENT

*PETITION FOR FORMAL

☐ TESTACY

☒ APPOINTMENT

If this is a formal filing, please explain on page 3 or attach pleadings pursuant to SC Rules of Civil Procedure.

*NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO THIS FORM PETITION, YOU MUST ALSO FILE
A SUMMONS (FORM SCCA 401PC), AND PAY THE STATUTORY FILING FEE OF \$150.00. A HEARING IN THE
PROBATE COURT ON THE PETITION MAY BE REQUIRED.

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Applicant/Petitioner(s):

Address:

Telephone (Work):

(Home):

(Cell):

Email:

Relationship to Decedent:

CHRISTOPHER JASON MULLINAX

609 JACKSON AVE. ETOWAH, TN. 37331

423-402-5731

ChrisMullinax423@gmail.com

2. Decedent Information:

Full Legal Name

(including all known names):

Date of Birth:

Date of Death:

Age at Date of Death:

3. Venue for this proceeding is proper in this County because:

☐ Decedent was domiciled in this County at date of death:

Address:

County:

State: South Carolina.

☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this County
at date of death at:

Address:

County:

State: South Carolina

☒ Decedent has a right to take legal action in this County because: JURISDICTION & EXECUTOR DISQUALIFIED

If the above address is the address of a nursing home, prison, or other residential facility, please give the last address
of the Decedent prior to entering a facility:

Arthur J. Mullinax
809 Jackson Ave.
Cowan, TN 37331

RECEIVED

RECEIVED



UNITED STATES
OF AMERICA
FOREVER/USA



UNITED STATES
OF AMERICA
FOREVER/USA



UNITED STATES
OF AMERICA
FOREVER/USA



UNITED STATES
OF AMERICA
FOREVER/USA

The South Carolina Court of Appeals

P.O. Box # 11629

Columbia, SC 29211