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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Honorable Thomas W. McGee, III, Circuit Court Judge
Honorable Charles B. Simmons, Jr., Master-In-Equity

Jennifer L Hamrick and James C. Hamrick . . . . Respondents

v.

Jack D. Curlee and AG First Farm Credit Bank . . . . Defendants

Of which Jack D. Curlee is the. . . . . Appellant

C.A. NO: 23-CP-23-00052

Appellate Case NO: 2026-001612

Motion to Dismiss

{Rule 240 SCACR}

Respondents hereby move to dismiss the Notice of Appeal of Appellant Jack D. Curlee upon one or more of the following grounds:

I. Prior appeal of this case was dismissed through a prior order of this Court filed on February 23, 2026 (Appellate Case NO. 2026-000093).

II. Appellant did not file an Appeal of the Order of Circuit Court Judge Thomas W. McGee, III that was filed on May 04, 2026.

III. Appellant is precluded from pursuing and perfecting the Notice of Appeal of the Order of Judge Charles B. Simmons, Jr. filed July 10, 2026 upon the doctrine of Collateral Estoppel.

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July 29, 2026
Greenville, S.C.

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Memorandum of Law

Respondents respectfully contend that this Appeal of the Appellant should be dismissed on one or more grounds as recited in their motion.

With respect to Ground I, this Court dismissed the prior appeal of the Appellant that referenced the Order of the Trial Court filed on November 18, 2025 which involved the full merits of the trial held on

July 29, 30, 31 and August 01, 2024 with specific findings made by the presiding trial Judge McGee.

(See Exhibit 1, Order of November 18, 2025)

(See Exhibit 2, Order of the Appellate Court, Case NO. 2026-000093)

On September 09, 2025, Judge McGee filed an Order of Reference to the Master-in-Equity directing the public sale of the subject property and made clear that after all liens, other encumbrances and administrative costs were paid, a global order would be issued apportioning all assets, interests and claims subject to this case. In his Order of November 18, 2025, Judge McGee identified those claims that would be paid from the proceeds of the foreclosure sale.

Appellant did not specifically appeal the Order of September 09, 2025; thus, he waived his right to except to any subsequent orders, specifically, the Final Order of July 10, 2026.

(See Exhibit 3, Order of Reference filed on September 09, 2025)

With respect to Ground II, Judge McGee on May 04, 2026 made abundantly clear his findings from the prior Court Orders of September 09, 2025 and November 18, 2025 that asset divisions and **claims** would be paid out of the surplus funds held by the Court which were specifically identified and addressed in his Final Order entered November 18, 2025.

(See Exhibit 4, Order of May 04, 2026)

Appellant did not appeal the Order of May 04, 2026; thus, accordingly, Appellant waived any challenge to the Order entered July 10, 2026.

With reference to Ground III, Respondents contend Appellant did not appeal or perfect his appeal of those prior Orders recited herein and identified as Exhibits 1, 3, and 4.

The doctrine of Collateral Estoppel is applicable to Respondents' Motion to Dismiss this appeal.

The issue of division of the net sales proceeds from the foreclosure sale was litigated and determined from the prior orders, taken together, and affirmed in a global order for full disposition of all claims subject to this case.

The prior Judgments were valid and final. The determination is conclusive in any subsequent proceedings whether on the same or different claim or reason. See Zurcher v. Bilton 379 S.C. 132, 666 S.E.2d 224 (2008). See also South Carolina Property & Casualty Insurance Guaranty Association v. Wal-Mart Stores, Inc. 304 S.C. 210, 213, 403 S.E.2d 625, 627 (1991).

Appellant conceded that the amount owed the Respondents is not in dispute and his claim that Respondents would be required to collect their judgments in a different legal procedure is precluded by the issues addressed and fully litigated, including the Order of July 10, 2026 under appeal.

(See Exhibit 5, Order of July 10, 2026)

Furthermore, the Defendant's anticipated argument for appeal would center around the application of Rule 69 SCRCP.

The Order of Judge Simmons explicitly relied upon the prior Orders of Judge McGee, which contemplated that the escrowed funds from the sale would serve as a mechanism for satisfying the Judgments awarded to the Respondents. Accordingly, Appellant's challenge to the use of the funds held by the Clerk of Court is not directed at a new procedural ruling but instead attacks the enforcement mechanism already incorporated into the prior Final Orders that found money Judgments in favor of the Respondents. Because the issue before this Court was necessarily determined in the original proceedings, collateral estoppel likewise bars the Appellant from relitigating issues concerning the applicability of Rule 69 SCRCP or any other procedural mechanism that was resolved by the prior Orders.

For the aforesaid grounds and reasons stated herein, Respondents respectfully request their Motion To Dismiss Appeal of the Appellant be granted in its entirety.

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THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM GREENVILLE COUNTY
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v.

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Of which Jack D. Curlee is the. . . . . Appellant

EXHIBIT 1

Order of November 18, 2025

Attached to: MEMORANDUM OF LAW & MOTION TO DISMISS

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	THIRTEENTH JUDICIAL CIRCUIT
Jennifer L. Hamrick and James C. Hamrick, Plaintiffs, vs. Jack D. Curlee and AG First Farm Credit Bank, Defendants.	CASE NO.: 2023-CP-23-00052 **ORDER**

Dates of Hearing:	**July 29, 30, 31 and August 1, 2024**
Presiding Trial Judge:	**Thomas W. McGee, III**
Attorney for Plaintiffs:	**James D. Calmes, III**
Attorney for Jack D. Curlee:	**O.W. Bannister**
Attorney for AG First Farm Credit Bank:	**Kyle A. Brannon**

BACKGROUND and HISTORY

The Plaintiffs, Jennifer Hamrick and James Hamrick and Defendant Jack D. Curlee (hereinafter referred to as Curlee) are related by blood and marriage. Jennifer Hamrick is the daughter of Curlee and James C. Hamrick is the son-in-law of Curlee.

Defendant AG First Farm Credit Bank holds the present mortgage on the subject property known and described as 159 Mountain Creek Road, Honea Path, South Carolina and this property being the primary issue for the Court's determination in this litigation. AgFirst's Mortgage against the subject property in the original principal amount of $100,000.00 (One Hundred Thousand)

Dollars was recorded in the Office of the Greenville County Register of Deeds on September 9, 2015 at Book Mo 5309, Page 5164.

In lieu of AgFirst attending the hearing in this matter, AgFirst, Plaintiffs and Curlee executed those certain Stipulation of Facts for Trial (hereinafter referred to as Stipulations) that were filed in this case on July 25, 2024. Those Stipulations stated, *inter alia,* that AgFirst's mortgage is a first-priority lien on the subject property, the balance on the mortgage loan as of July 24, 2024, no parties to this action are seeking any relief, monetary or otherwise, against AgFirst. Attached to the Stipulations is a copy of AgFirst's recorded Mortgage.

Plaintiffs and Curlee are joint owners of 159 Mountain Creek Road by virtue of a deed conveyance dated January 20, 2014, and recorded in the Register of Deed for Greenville County in Deed Book 2438 at Pages 1549-1550 on January 24, 2014. Plaintiffs and Curlee live together as their residence after construction was completed on a new home. Plaintiffs and their children occupied the top floor of the home and Curlee lived in a habitable basement.

Jennifer Hamrick was the exclusive manager and operator of A-1 Bail Bonding Company for over twenty years. Curlee inherited the bonding business from his father and was primarily an inactive owner of the daily operations.

During the time Jennifer managed and operated the business and realized profit over all expenses would pay for the mortgage, property taxes and insurance toward the residence.

On June 21, 2022, Plaintiffs encountered a violent incident with Curlee that led to the intervention of law enforcement. Plaintiffs decided for their best interest and their children that they needed to leave their home and reside with parents of James.

The Hamrick family never returned to the home.

Extended efforts to reach a settlement with Curlee were not successful, which caused the Plaintiffs to file a Partition action with the Clerk of Court for Greenville County on January 6, 2023. Curlee filed an Answer and Counterclaim on March 9, 2023, seeking Partition, an accounting and damages for conversion of business property.

An Amended Complaint was filed by the Plaintiffs on July 28, 2023, for relief on six (6) causes of action: partition of residence, damages for conversion of personal property, unjust enrichment, accounting, reimbursement, and assault and battery. Curlee filed an Amended Answer and Counterclaim requesting judgement on four (4) causes of action: partition, accounting, conversion and assault and battery.

On the eve of the trial, Chief Administrative Judge G.D. Morgan, Jr., ordered this case to be bifurcated into separate trials of jury and nonjury. Jury trial was held first before Judge Morgan. Jury awarded actual and punitive damages for the Plaintiffs against Curlee. This left the Court to make findings on the causes of action for partition, unjust enrichment, reimbursement, accounting and attorney's fees in a non-jury capacity.

STATEMENT AND ANALYSIS OF FACTS

This court heard testimony from the Plaintiffs, Doug Brown, Father of James Hamrick, and Curlee. Introduced into the record were thirty (30) exhibits from the Plaintiffs and sixteen (16) exhibits from Curlee, containing all pictures of the subject property with the exception of two (2). Exhibits one, two and three of Plaintiffs show a chain of title, through real estate deed conveyances. The records of Register of Deeds show Curlee conveyed the 5.0-acre tract to Jennifer as a gift on July 14, 2009. On May 4, 2010, Jennifer deeded the property back to Curlee. The parties decided they were going to build a new home on the subject property and live together as three (3) joint and equal owners.

On January 20, 2014 a deed conveyance was made to the Plaintiffs and Curlee as Joint Grantees with Rights of Survivorship. Plaintiffs and Curlee agreed that they would pay around Two hundred and Ten thousand ($ 210,000.00) Dollars toward home construction. Plaintiffs would contribute One hundred Forty-thousand ($ 140,000.00) Dollars and Curlee would tender Seventy Thousand ($ 70,000.00) Dollars.

Thirty-four days later, Jennifer Hamrick sold her home at 207 Abners Trail in Greer, South Carolina, and realized a net sale proceeds of One hundred Forty-Three thousand, Four hundred Forty-Nine and Fifty-Two one hundredth ($143,449.52) Dollars. Plaintiffs' exhibit four (4) is titled HUD-1 Settlement Statement which shows the transaction of the sale of Jennifer's prior home. She testified that the net proceeds were Plaintiffs' contribution to the construction cost of the home. Further testimony from Jennifer with the introduction of exhibits 5, 6 and 7 shows the paper trail, bank statements of Plaintiffs' contribution along with a deposit of Seventy Thousand ($ 70,000.00) Dollars from Curlee.

In August 2014, Plaintiffs and Curlee took out a mortgage for $ 81,625.00, which was intended to cover the balance due to finish home construction. Plaintiffs' exhibit 8, evidencing the recorded mortgage, confirmed the testimony of Jennifer. Curlee did not sign the promissory note secured by the mortgage.

Jennifer introduced exhibit nine (9) with particular reference that showed six (6) draws made by the project contractor Steve Wilson, that totaled $ 288,200.00. The total construction amount essentially equaled the contributions from the parties and the loan amount from the lender. A year later, the home was refinanced by Defendant AG First Farm Credit to pay off the construction mortgage.

Even though Curlee never signed the notes on either mortgage, he insisted that Plaintiffs borrow One Hundred Thousand ($100,000.00) Dollars leaving surplus proceeds of close to Twenty Thousand ($20,000.00) Dollars. Curlee received the extra money for his exclusive benefit and for a purpose not related to the home.

Complaints subsequently arose about quality of construction work around one phase of work. That led to a settlement of Sixty thousand ($60,000.00) Dollars from the builder. After deductions from attorney's fees, it left Forty-Five Thousand ($ 45,000.00) Dollars to correct the deficiencies.

Exhibits 16, 17, 18 and 19 show and corroborated by Jennifer's testimony that Curlee withdrew all Forty-Five Thousand ($ 45,000.00) Dollars, with exception of repair, painting, and pressure wash of the home. Curlee used this money for his personal use and improvements on his adjoining property. Exhibit 21 did show payment was made to Kenner Painting for $ 3,900.00 in cash for the home. That was the only expenditure made for the residence from the settlement.

Primary issue that the Court must decide is the ownership percentage of the parties. In Plaintiffs amended complaint for their fifth cause of action, they seek reimbursement from Curlee arising out of payments made by the Plaintiffs toward the mortgage, hazard insurance and property taxes from August 2022.

Plaintiffs' exhibit 23 show reimbursement requests from Curlee and further inquired if he intended to pay one half (1/2) of the requested amount. Exhibit # 24 indicates clearly his portion of reimbursement was for only one third (1/3) obligation.

With reference to exhibit 22, Jennifer testified that her father incessantly insisted that she take out "Disaster Covid-19 Economic Injury Loan". That loan was for Mountain Creek Arabians, entity owned by Curlee which was intended to be used for the care, maintenance and improvements of the adjoining property solely owned by Curlee. Proceeds were used for fencing, gravel and farm expenses. None of the proceeds were used for $ 159 Mountain Creek residence.

The loan was for ($ 15,100.00) Fifteen Thousand One Hundred Dollars and the sole obligor is Jennifer Hamrick. Curlee has refused to make any payments for reimbursement or restitution to Jennifer. Exhibit 23 showed that payments were being made to the Small Business Administration by Jennifer Hamrick.

The Plaintiffs introduced exhibit 30 that explained reimbursement to A-1 Bail Bonding for an installation of a storage shed. The exhibit was to show that James Hamrick did not misappropriate funds from A-1 Bonding.

Curlee testified that he made improvements towards the property and presented a number of exhibits that were improvements to the property such as a mancave and stables. Most of those additions were made after 2014 deed conveyance to the parties. Some additions were caused through physical labor from the Plaintiffs.

Curlee did NOT introduce any records of expenditures made toward construction of any improvements to 159 Mountain Creek Road.

Affidavits for attorney's fees were filed after the conclusion of the trial by each party.

Let the record reflect that a private sale of the property was agreed between the parties, and approved by the Court, however, it ended with no contract of sale or closing.

FINDINGS

After carefully considering the facts recited herein, and reviewing the record and weighing the credibility and demeanor of the witnesses, this Court issues its **Findings and Conclusions.**

There was insufficient evidence presented regarding accounting from either party that was intended to show misappropriation of funds against each other, therefore, that cause of action of the Plaintiffs and Curlee is denied and dismissed.

Partition is hereby granted and a public auction shall be conducted in the manner prescribed and governed by the Master in Equity for Greenville County.

Section 16-61-10 et sequitur is the controlling code section under Chapter 61 of South Code of Laws.

Under South Carolina Law, when two or more persons take title as joint tenants and instrument is silent as to their respective shares, there is a presumption that their shares are equal. See In Re MacDonald [BRTCY D.S.C. 2020]. It is clear the Plaintiffs are two thirds (2/3) owner and Curlee an one third (1/3) owner. In exhibits 23 and 24, Curlee makes it clear he is only a one third obligor and by inference only one third (1/3) owner.

In determining whether either party is entitled to any adjustments to their respective ownership, the Court considered the following facts:

Plaintiffs and their children were required to leave their residence on June 21, 2022. They have not returned having a valid basis to believe there would be violence similar to June 2022.

Plaintiffs made all the mortgage payments from February 2023 to January 2024 and hazard insurance premiums from May 2023 to January 2024. Further, they continue to make two thirds (2/3) of the mortgage payments, home insurance and property taxes The Court's first Order required Curlee to reimburse the Plaintiffs one third (1/3) of the mortgage payments, home insurance and property taxes.

Yet, the Plaintiffs have not enjoyed the use and enjoyment of their home for over three (3) years. Curlee has been able to avail himself of being in exclusive possession.

Curlee did show pictures of structures other than the residence. There was vacant land when all three became joint owners of the property. There was sweat equity from the Plaintiffs in the additions and separate from home on their property. The Court finds insufficient evidence to make only adjustments to their respective ownership.

Foremost, Mr. Curlee did not present any records of expenses incurred toward construction of any separate structures. The Court found Curlee took settlement proceeds of litigation and paid Renner Painting only. It is persuasive the remainder settlement funds did not go back into the home. If it did go towards other improvements, then those proceeds are considered contributions made also by the Plaintiffs.

The construction settlement was $ 45,000.00 after payment of attorney's fees and costs. The Court finds Mr. Curlee used these settlements proceeds for his own purpose. Since the Court finds that the Plaintiffs are two thirds (2/3) owner and Defendant Curlee is an one third (1/3) owner, each party would be entitled to Fifteen Thousand Dollars ($15,000.00) each. Mr. Curlee is due a credit of $ 3900.00 for painting done to the home, however, since all three shared expenses, $ 2,600.00 is to be deducted from the reimbursement amount owed the Plaintiffs. Therefore, Mr. Curlee owes the Plaintiffs $ 27,400.00.

The Court finds that Mr. Curlee failed to produce sufficient evidence that he should be given a credit of $ 40,000.00 toward construction of the "man cave". There was no evidence presented to show proof of payments or description of specific vendors or list of materials. Thus, his claim is denied.

The Court further finds the claim made by the Defendant Curlee that he should be entitled to an additional credit of $ 40,000.00 for the stable and shed built before the construction of the home is hereby denied. There was no proof of any financial responsibility by the parties or any other accounting presented to the court.

The Court further finds that the parties did refinance the home for $ 100,000.00 but around $ 80,000.00 was needed to pay off the construction loan. The additional $ 20,000.00 in dispute was used and spent by Mr. Curlee for his exclusive and sole purposes. Therefore, Mr. Curlee owes and is liable to the Plaintiffs for $ 13,332.00, representing their two-thirds (2/3) ownership.

The Court further finds that any adjustment requested by the parties concerning the mortgage payments towards the home will require proof that mortgage payments or contributions made by the parties exceeded the one third (1/3) obligation of mortgage payments, taxes and insurance on the property. Failing to show sufficient evidence will be cause for denying the relief sought by either party.

The Court does further find the claim that Plaintiffs should be given past due rent from Mr. Curlee since they were forced to vacate the premises, and leaving Mr. Curlee to enjoy full and exclusive enjoyment of the house is hereby denied for lack of sufficient proof to show any evidence of a value of reasonable rent comparable to the value and size of the home.

The Court furthermore finds any additional amounts paid towards the improvements and upkeep of the home paid by the Plaintiffs and Defendant Curlee and each seeking restitution from the other is hereby denied. A preponderance of evidence was not presented to grant either party monetary relief of this issue.

The Court further finds that Curlee was unjustly enriched from the receipt of Small Business Administration Loan.

Recognizing that Mr. Curlee was adamant that he would not stop from demanding she borrow the money for his benefit, Jennifer placated her father to go to the process of getting the Covid-19 Disaster loan. {SBA}

Testimony revealed that the proceeds were given for Mr. Curlee's benefit and used for improvements to his adjoining property.

Furthermore, the Court has the authority to weigh the testimony of the witnesses. In this instance, the Court has the basis to question the credibility of Mr. Curlee when he told the Court he knew nothing of this loan or receiving proceeds of any loan incurred by his daughter.

Therefore, the Court finds and concludes that Mr. Curlee received the sole benefit of this SBA loan incurred and payable by Jennifer.

Mr. Curlee realized the benefit in proceeds received, some or all of it for improvements made to his adjoining property.

It would be unjust for Mr. Curlee to have received this benefit while Jennifer is legally obligated to make required monthly payments and be liable for the full pay off balance and do so without her receiving any benefit. See Swanson v. Stratos 350 S.C.116, 564 S.E. 2d 117 {Ct. App 2002). Restitution is the appropriate remedy in this instance.

The Court finds that the SBA loan was used by Mr. Curlee for purposes other than the home. He shall be responsible for repaying the full amount, including principal, interest and any fees. If the loan amount has been paid in full or part by the Plaintiffs, they shall provide evidence of the same to Mr. Curlee for reimbursement. Mr. Curlee shall pay that amount to the Plaintiffs. If any sum is owed to the lender, then Mr. Curlee shall pay the balance immediately to the lender and provide evidence of full satisfaction to the Plaintiffs.

In an action for Partition, section 15-61-110 gives the court authority to assess attorney's fees against any or all of the parties in interest.

Initial efforts were made to reach settlement with offers from each party that were disparate in amounts and percentage ownership.

The original Summons and Complaint was filed on January 6, 2023. Written discovery and depositions were conducted by both parties. Pretrial motion was filed by the Plaintiffs. A four-day trial was heard before two separate judges. Post trial status conferences were held after completion of the non-jury trial to seek alternative from a public auction to a private sale of the property.

Three separate status conferences were held on November 15, 2024, February 18, 2025, and June 30, 2025.

Even though the parties and counsel agreed to list the property privately to seek the highest price with a selected realtor (Furman Company) on August 1, 2024, Curlee did not sign the listing agreement with the Furman Company until the same day the Court held the first status conference on November 15, 2024.

The second status conference held on February 18, 2025, resulted in an Order that the parties must fully co-operate with the realtor to present the property in marketable condition. Since Mr. Curlee was and has been in exclusive possession of the subject property since June 2022 and he has been allowed to stay there pending this litigation, he would have been responsible to cooperate fully with the realtor and present the property in good marketable condition.

The Court has broad discretion under the Partition statute to award attorney's fees against any party in interest or grant attorney's fees coming from the common fund realized from public auction.

In finding that Plaintiffs should receive two thirds equitable interest from the sale, beneficial results have been accomplished in this case. Also, the Plaintiffs prevailed on more claims than the Defendant Curlee. The attorney for the Plaintiffs has been actively practicing law for over 51 years, has been involved in real estate litigation for forty-eight years and his hourly rates are most reasonable within the legal community of Greenville County.

It has been noted that attorneys for both parties exhibited professional competence in representing their clients throughout the entire case.

Plaintiffs' attorney submitted and filed his fee affidavit with the Court on Augusts 14, 2024.

Mr. Calmes has also submitted a supplemental fee affidavit with the Court representing additional time spent and services rendered from August 2, 2024 to the date of filing his affidavit.

The Court heard the testimony of the parties, saw their demeanor and viewed the entire record.

The Court has considered the good faith efforts made to secure the best price for the sale of the property. The Plaintiffs did cooperate to promote the sale given no control over the preparations for marketability of the property. Curlee had complete responsibility to succeed in reaching a real estate contract with a bona filed purchaser.

The Court does, therefore, find and conclude that the attorney's fees and court costs in the amount of $ 10,000.00 is hereby granted to the Plaintiffs

This Court further finds that aforesaid sum shall be deducted solely from the proceeds that Curlee shall receive from the public sale.

IT IS THEREFORE ORDERED:

1. This case was referred to the Master-in-Equity for Greenville County to take the necessary procedures to schedule the public sale of 159 Mountain Creek, Honea Path, South Carolina and to conduct the public auction.

   The Order of Reference filed by this Court on September 9, 2025 gives specific authority to the Master-in-Equity to hear all motions related to the parties, the method and the timing of the sale including, but not limited to, who can participate in the bidding.

2. Plaintiffs are declared two thirds' owners of the subject property and Defendant Curlee is an one third owner of the subject property.

3. Defendant Curlee be and is hereby required to repay in full the amount the Plaintiffs have paid toward the SBA loan. If there is a balance due the lender, the Defendant Curlee is hereby ordered to pay the balance in full and immediately.

4. Plaintiffs be and are hereby awarded $ 10,000.00 in legal fees and costs and be assessed against Defendant Curlee. That sum shall be debited against the Defendant from the net proceeds of the public auction.

5. Plaintiffs be and are hereby entitled to Judgement against the Defendant Curlee for the amount of $ 27,400.00, representing the construction settlement.

6. Plaintiffs be and are hereby entitled to Judgement against the Defendant Curlee in the amount of $ 13,332.00, representing excess proceeds from the refinance of the home.

7. All other issues and claims made by the Plaintiffs and Defendant Curlee be and are hereby denied.

AND IT IS SO ORDERED!

JUDGE'S ELECTRONIC SIGNATURE
TO FOLLOW ON NEXT PAGE.

Greenville Common Pleas

Case Caption: Jennifer L Hamrick , plaintiff, et al vs. Jack D Curlee , defendant, et al

Case Number: 2023CP2300052

Type: Order/Other

So Ordered

s/ Thomas W. McGee III, Judge Code 2786

Electronically signed on 2025-11-18 13:07:57 page 14 of 14

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Honorable Thomas W. McGee, III, Circuit Court Judge
Honorable Charles B. Simmons, Jr., Master-In-Equity

Jennifer L Hamrick and James C. Hamrick . . . . Respondents

v.

Jack D. Curlee and AG First Farm Credit Bank . . . . Defendants

Of which Jack D. Curlee is the. . . . . Appellant

EXHIBIT 2

Order of the Appellate Court, Case NO. 2026-000093

Attached to: MEMORANDUM OF LAW & MOTION TO DISMISS

The South Carolina Court of Appeals

Jennifer L. Hamrick and James C. Hamrick,
Respondents,

v.

Jack D. Curlee and AG First Farm Credit Bank,
Defendants,

of which Jack D. Curlee is the Appellant.

Appellate Case No. 2026-000093

ORDER

On January 15, 2026, Appellant filed a notice of appeal from an order received on November 18, 2025, and an order denying his motion to reconsider filed on December 10, 2025. On January 16, 2026, this court sent Appellant a deficiency letter, explaining Appellant failed to provide the orders challenged on appeal, proof of service, and the date he received written notice of the December 10, 2025 order. On January 23, 2026, Appellant filed an amended notice of appeal and provided the orders challenged on appeal and proof of service stating he served Respondents on January 23, 2026; however, Appellant failed to provide the date he received written notice of the December 10, 2025 order. The December 10, 2025 order was a Form 4 order that instructed Respondents' counsel to prepare and file a proposed written order within ten days and indicated the Form 4 order did not end the case.

On January 22, 2026, Respondents filed a motion to dismiss, arguing this court lacks jurisdiction because Appellant filed and served his notice of appeal more than thirty days from December 10, 2025 order. No return was filed. After careful consideration of the filings, we dismiss this appeal. *See* Rule 203(b)(1), SCACR ("A notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment."); Rule 203(e)(1)(C), SCACR (stating "if appropriate for the determination of the timeliness of the appeal," the notice of appeal shall include "a statement of when the appealing party received notice of the order or judgment from which the appeal is taken"); *Metts v. Mims*, 384 S.C. 491, 499, 682 S.E.2d 813, 817 (2009) (explaining a "Form 4 order . . . indicat[ing] a formal order would follow . . . was not in any way final"); *Tillman v. Tillman*, 420 S.C. 246, 248, 801 S.E.2d 757, 759 ("Generally only final judgments are appealable."). Remittitur will be sent in accordance with Rule 221(b) of the South Carolina Appellate Court Rules.

______________________________ J.
FOR THE COURT

Columbia, South Carolina

cc:
Oscar W. Bannister, Esquire
Ryan Whitmore Pasquini, Esquire
James D. Calmes, III, Esquire

FILED
Feb 23 2026

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Honorable Thomas W. McGee, III, Circuit Court Judge
Honorable Charles B. Simmons, Jr., Master-In-Equity

Jennifer L Hamrick and James C. Hamrick . . . . Respondents

v.

Jack D. Curlee and AG First Farm Credit Bank . . . . Defendants

Of which Jack D. Curlee is the. . . . . Appellant

EXHIBIT 3

Order of Reference filed on September 09, 2025

Attached to: MEMORANDUM OF LAW & MOTION TO DISMISS

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Jennifer L. Hamrick and James C. Hamrick, Plaintiffs, vs. Jack D. Curlee and AgFirst Farm Credit Bank, Defendants.	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT CASE NO.: 2023-CP-23-00052 **ORDER OF REFERENCE** (Non-Jury Foreclosure)

Upon agreement of the parties and order of this court, and it further appearing, pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, that this is a proper matter to refer to the Honorable Charles B. Simmons, Jr., as Master in Equity for Greenville County;

THEREFORE IT IS ORDERED that the above entitled cause be, and the same is hereby, referred to the Honorable Charles B. Simmons, Jr., as Master in Equity for Greenville County to make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues[1] and enter a final judgment in this cause, without further order of the court, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRCP, Petitions or Motions relating of Writ of Assistance or any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

[1] This includes but is certainly not limited to, the Plaintiffs' request that Defendant be barred from participating in the Master's sale.

Once all mortgages, liens, third-party claims and/or other encumbrances have been satisfied from the proceeds of sale, the Master in Equity shall hold any remaining funds owed to the parties and notify the undersigned judge of the Circuit Court of the amount to be disbursed. The reason for this procedure is that the parties to this action have competing claims as to other assets that need to be apportioned. Therefore, after the Master's sale is complete, the Circuit Court will issue a global order apportioning all assets, interests, and claims subject to this case, including the net proceeds of the Master's sale.

Any appeal from the final judgment in this cause shall be to the Supreme Court of South Carolina or the South Carolina Court of Appeals.

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW.

Greenville Common Pleas

Case Caption: Jennifer L Hamrick , plaintiff, et al vs. Jack D Curlee , defendant, et al

Case Number: 2023CP2300052

Type: Order/Referred to Master or Special Referee

So Ordered

s/ Thomas W. McGee III, Judge Code 2786

Electronically signed on 2025-09-09 12:40:39 page 3 of 3

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Honorable Thomas W. McGee, III, Circuit Court Judge
Honorable Charles B. Simmons, Jr., Master-In-Equity

Jennifer L Hamrick and James C. Hamrick . . . . Respondents

v.

Jack D. Curlee and AG First Farm Credit Bank . . . . Defendants

Of which Jack D. Curlee is the. . . . . Appellant

EXHIBIT 4

Order of May 04, 2026

Attached to: MEMORANDUM OF LAW & MOTION TO DISMISS

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2300052

Jennifer L Hamrick et al
PLAINTIFF(S)

Jack D Curlee et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), 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

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

This matter is before the Court regarding Plaintiff's Post Trial Brief filed on March 27, 2026. The claims/assets divisions to be paid out of the funds being held by the Master are those specifically identified in the Final Order entered November 18, 2025. To the extent there are disputes between the parties about assets, property, or claims that were not identified to the Court– and, thus, not addressed in the Final Order – they will need to be litigated separately from this matter.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/04/2026 .

Case Party Info Protected

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

Greenville Common Pleas

Case Caption: Jennifer L Hamrick , plaintiff, et al vs. Jack D Curlee , defendant, et al

Case Number: 2023CP2300052

Type: Order/Electronic Form 4

So Ordered

s/ Thomas W. McGee III, Judge Code 2786

Electronically signed on 2026-05-04 11:22:14 page 3 of 3

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Honorable Thomas W. McGee, III, Circuit Court Judge
Honorable Charles B. Simmons, Jr., Master-In-Equity

Jennifer L Hamrick and James C. Hamrick . . . . Respondents

v.

Jack D. Curlee and AG First Farm Credit Bank . . . . Defendants

Of which Jack D. Curlee is the. . . . . Appellant

EXHIBIT 5

Order of July 10, 2026

Attached to: MEMORANDUM OF LAW & MOTION TO DISMISS

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
Jennifer L. Hamrick and James C. Hamrick,	)	
Plaintiffs,	)	C.A. NO.: 2023-CP-23-00052
vs.	)	**FINAL ORDER**
Jack D. Curlee and AgFirst Farm Credit Bank,	)	
Defendants	)	

Date of Hearing:	June 26, 2026
Presiding Trial Judge:	Charles B. Simmons, Jr.
Attorney for Plaintiffs:	James D. Calmes, III
Attorney for Jack D. Curlee:	O.W. Bannister
Attorney for AgFirst Farm Credit Bank:	NOT APPLICABLE

This case has again been referenced to this Court by virtue of a Supplemental Order of Reference filed on June 02, 2026 by Circuit Judge Thomas W. McGee to determine questions of law or equity concerning the disbursement of proceeds held by the Clerk of Court for Greenville County arising out of the public sale of real property.

Under this Order, this Court is granted the authority to review and to refer to the prior Orders of Judge McGee filed on November 18, 2025 and May 04, 2026 in making the proper divisions of those funds held in escrow.

HISTORY OF THE CASE

The Plaintiffs commenced a Summons and Complaint against the Defendant Jack D. Curlee [Curlee] on January 06, 2023 seeking a partition of the jointly owned property of the Plaintiffs and Defendant Curlee located at 159 Mountain Creek Road, Honea Path, Greenville County, South Carolina.

Defendant Curlee filed an Answer and Counterclaim seeking a division from the sale of the subject property but also claimed an accounting of the bonding business and further alleged conversion of personal property taken by the Plaintiffs, and seeking damages thereof.

On July 28, 2023 the Plaintiffs filed an Amended Summons and Complaint seeking additional causes of action against Defendant Curlee requesting damages from a construction settlement paid by a building contractor, a refinance of the mortgage on the subject property and repayment and restitution of an SBA loan, that Plaintiffs alleged solely benefited Defendant Curlee.

On August 18, 2023, Defendant Curlee filed an Amended Answer and Counterclaim, adding further causes of action for damages against the Plaintiffs.

A four-day bifurcated trial was held on July 29, 30, 31, and August 1, 2024 before Circuit Judges G.D. Morgan Jr., and Thomas McGee.

Judge Morgan conducted a jury trial and Judge McGee heard the non-jury aspect of the trial.

The jury trial was concluded, leaving non-jury trial issues for further disposition by the Trial Court. After the non-jury trial was completed, the parties agreed to seek a private sale and hold the court's decision in abeyance. After a year's effort to sell the property on the private market did not come to fruition, Judge McGee filed an Order of Reference with this Court of September 09, 2025 to order the judicial sale of 159 Mountain Creek Road.

The Order of Reference further directed this Court to satisfy all mortgage liens, other encumbrances, its administrative costs, and then hold any remaining funds payable to the parties and notify Judge McGee of the amount to be disbursed.

Once this Court determined the amount received from the public sale, then the Circuit Court would issue a global order apportioning all assets, interests, and claims subject to this case, including the amount of proceeds received from the public sale by this Court.

On November 18, 2025, Judge McGee filed his Order making his findings on all remaining issues presented at the four-day trial mentioned herein.

The Trial Court determined and found that the Plaintiffs were two thirds (2/3) and Defendant Curlee was one third (1/3) owner of 159 Mountain Creek Road.

The Trial Court granted judgment in favor of Plaintiffs against Defendant Curlee for **Twenty-seven Thousand Four Hundred and 00/100 Dollars ($27,400.00)** arising out of the construction claim.

The Trial Court further granted judgment in favor of the Plaintiffs against the Defendant Curlee for **Thirteen Thousand Three Hundred Thirty-two and 00/100 Dollars ($13,332.00)** emanating from their claim of the refinance of the construction mortgage, benefiting Defendant Curlee.

The Trial Court furthermore awarded judgment in favor of Plaintiff Jennifer L. Hamrick that related to the Small Business loan. Defendant Curlee was directed to reimburse Jennifer for all monthly payments she had made toward the loan and immediately satisfy the balance owed the lender.

The Trial Court denied and dismissed all causes of action for damages alleged by the Defendant Curlee in his Counterclaim.

On February 02, 2026, the property was sold by this Court for **Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00)**.

On March 18, 2026, this Court filed its Order that all Court costs and priority liens had been paid in full, leaving **Two Hundred Sixty-one Thousand Five Hundred Twenty-three and 29/100 Dollars ($261,523.29)** in net sales proceeds. The proceeds were deposited with the Clerk of Court for Greenville County for further disbursement by the Circuit Court.

Upon receipt of full payment to Defendant AgFirst Farm Credit Bank, it was dismissed as a party to this action and not applicable to the findings of this Court.

Concurrent with the disbursement of the funds, this Court had fully performed its obligations pursuant to the Order of Reference filed September 09, 2025.

On May 04, 2026, Judge McGee filed a Supplemental Order with the Court that amplified the procedure and terms of his Order of Reference of September 09, 2025 and his findings in his Order of November 18, 2025.

Without any finding from this Court that the Order of Reference needed clarification from the Trial Court, Judge McGee made clear in the May 04, 2026 Order that the claims and assets divisions were to be paid out of funds held by this Court and which were specifically identified and addressed in his Final Order entered November 18, 2025.

Counsel for Plaintiffs and Defendant Curlee stipulated that under Judge McGee's order, funds held by the Clerk of Court the Plaintiffs are entitled to **One Hundred Seventy-four Thousand Three Hundred Forty-eight and 86/100 Dollars ($174,348.86)** and the sum of **Ten Thousand and 00/100 Dollars ($10,000.00)** as attorney's fees payable to their counsel and debited from the share of Defendant Curlee.

The ultimate issue centers around the distribution of remaining funds, being **Seventy-seven Thousand One Hundred Seventy-four and 43/100 Dollars ($77,174.43)**.

Henceforth, the Supplemental Order of Reference referred herein has granted and conferred jurisdiction to this Court to resolve the division and distribution of this balance.

Prior to this hearing, this Court requested and received documents from the respective parties to aid its understanding as to the issues that would require the appropriate findings and further divisions, if any.

Plaintiffs filed a trial brief with the three exhibits. Exhibit A was the judgment of **Twenty-seven Thousand Four Hundred and 00/100 Dollars ($27,400.00)** with post judgment interest from November 18, 2025 to June 26, 2026, totaling **Twenty-eight Thousand One Hundred Ninety-nine and 25/100 Dollars ($28,199.25)**.

Exhibit B was the judgment of **Thirteen Thousand Three Hundred Thirty-two and 00/100 Dollars ($13,332.00)** with post judgment interest from November 18, 2025 to June 26, 2026, totaling **Fourteen Thousand One Hundred Ninety-three and 48/100 Dollars ($14,193.48)**.

Exhibit C was the balance owed the Small Business Administration and in addition the out-of-pocket payments made by Jennifer L. Hamrick. The combined amount came to **Fifteen Thousand Nine Hundred Ninety-three and 80/100 Dollars ($15,993.80)**.

Defendant Curlee filed his brief entitled **DISBURSEMENT OF FUNDS**.

FINDINGS AND CONCLUSIONS

This Court, after review and examination of the record and its authority under the Supplemental Order of Reference, finds and concludes that its decision is based upon the interpretation of prior orders of the Court and its effect upon further divisions of the remaining proceeds. Therefore, no testimony from the parties is needed since it would not have a bearing on this Order.

Also, Defendant Curlee does not dispute the amounts owed in the three (3) exhibits filed with the Court by the Plaintiffs.

The Plaintiffs contend they are entitled to additional **Fifty-eight Thousand Three Hundred Eighty-six and 53/100 Dollars ($58,386.53)** from the **Seventy-seven Thousand One Hundred Seventy-four and 43/100 Dollars ($77,174.43)** balance. Its argument is premised upon the interpretation and clear meaning of the three (3) Orders.

Defendant Curlee argues that the three (3) Judgments granted the Plaintiffs had to be enforced and collected through separate and independent actions known as a writ of execution, filed by the Sheriff for Greenville County and, if necessary, through Supplemental Proceedings. Therefore, he is entitled to the full amount of **Seventy-seven Thousand One Hundred Seventy-four and 43/100 Dollars ($77,174.43).**

Finally, after listening carefully to the oral arguments of competent counsel, this Court makes the following **FINDINGS OF FACT AND CONCLUSIONS OF LAW**:

I. This Court does have jurisdiction to determine questions of law and equity concerning disbursement of the remaining proceeds from the judicial sale.

II. In making its decision, the Court does base its Findings upon the prior Orders of the Trial Court.

III. The three (3) Judgments granted to the Plaintiffs arose out of this same case and are clearly meant from the findings and meaning of the prior orders to be satisfied from the proceeds held by the Clerk of Court and to be subsequently transferred to this Court for distribution to the parties.

IV. The three (3) Judgments are not considered independent that would warrant separate procedures of enforcement and collection through supplemental proceedings.

V. Rule 69 SCRCP does not apply in this case and is superseded by the substance and clear understanding of the prior orders of the Trial Court with specific reference to the Order of September 09, 2025 that provided for a global order to apportion all interests and claims subject to this case.

Therefore it is **ORDERED**:

I. Plaintiffs shall receive the aggregate distribution of **Two Hundred Thirty-two Thousand Seven Hundred Thirty-five and 39/100 Dollars ($232,735.39)** from the proceeds of sale. This amount shall be paid by the Clerk of Court to James D. Calmes, III, Trust Account.

II. Since the Plaintiffs shall receive the amount distributed above, Plaintiff Jennifer Hamrick shall be responsible for satisfaction of the outstanding SBA loan obligation from the distribution awarded herein, with the same to be done within 30 days of the funds being transmitted to Mr. Calmes.

III. James D. Calmes, III, attorney for Plaintiffs shall be paid the sum of **Ten Thousand and 00/100 Dollars ($10,000.00)** as attorney's fees, with the Clerk of Court to pay the same.

IV. Defendant Curlee shall receive the remaining balance of **Eighteen Thousand Seven Hundred Eighty-seven and 90/100 Dollars ($18,787.90)**. The proceeds shall be paid by the Clerk of Court and made payable to attorney O.W. Bannister Trust Account.

IT IS SO ORDERED!

ELECTRONIC SIGNATURE PAGE OF THE JUDGE TO FOLLOW

Greenville Common Pleas

Case Caption:	Jennifer L Hamrick , plaintiff, et al vs. Jack D Curlee , defendant, et al
Case Number:	2023CP2300052
Type:	Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

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