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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

Appeal from the
COURT OF COMMON PLEAS, ANDERSON COUNTY
The Honorable R. Lawton McIntosh, Circuit Judge

Appellate Case No. 2026-001506
Case No. 2026-CP-04-001100

Tonya Winbush.....Appellant,

v.

City of Anderson, South Carolina; Anderson Municipal Election Commission;
David Ford, Clara E. Humphrey, and Renee Fields-York, in their Official Capacities as
Municipal Election Commissioners; and Darryl Thompson.....Respondents.

RECORD ON APPEAL

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2026 CP-04-01100

TONYA WINBUSH
PLAINTIFF(S)

CITY OF ANDERSON, DEFENDANT, ET AL
DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☐ Defendant
	or
	☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

ON MAY 5, 2026, A HEARING WAS HELD ON AN APPEAL OF THE DECISION OF THE ANDERSON MUNICIPAL ELECTION COMMISSION BY APPELLANT TONYA WINBUSH.

IN AN APPEAL OF A DECISION OF AN ELECTION COMMISSION THE CIRCUIT COURT APPLIES A LIMITED APPELLANT STANDARD OF REVIEW. THE COURTS STANDARD OF REVIEW IS LIMITED TO REVIEWING ONLY ERRORS OF LAW WHILE ACCEPTING THE COMMISSIONS FACTUAL FINDINGS UNLESS THEY ARE WHOLLY UNSUPPORTED BY THE EVIDENCE.

IN THIS MATTER THE COURT FINDS THERE IS NO ERRORS OF LAW AND THE FACTUAL FINDINGS ARE SUPPORTED BY EVIDENCE.

ACCORDINGLY, THE ANDERSON MUNICIPAL ELECTION COMMISSION IS AFFIRMED.

This order ☒ ends ☐ does not end the case.

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

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

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Anderson Common Pleas

Case Caption: Tonya Winbush VS City Of Anderson , defendant, et al

Case Number: 2026CP0401100

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2026-07-07 12:06:31 page 3 of 3

CITY OF ANDERSON	)	
MUNICIPAL ELECTION COMMISSION	)	DECISION
	)	
RE: Protest of April 7, 2026	)	
<u>Election – Seat 5</u>	)	

This matter was heard by the Municipal Election Commission on April 14, 2026, pursuant to a protest filed by Darryl Thompson, a candidate for Seat 5. Present at the hearing were Daryl Thompson, pro se, Tonya Winbush and her attorney, Brooke Ennis. Also present were Rame Campbell and J. Franklin McClain, attorneys for the City of Anderson.

Mr. Thompson testified that the protest was based upon information he had received that Ms. Winbush was not a resident of Seat 5 when she filed for the election. He introduced into evidence a deed signed by Ms. Winbush dated March 12, 2026 and recorded March 26, 2026. The deed conveyed the property at 741 Kings Road to Ms. Winbush as Trustee of a revocable trust. The grantee's address on the deed is 741 King Street, which is not in the city.

Ms. Winbush testified that prior to filing for election she had relocated to 309 Morris Lane which is located in Seat 5. She presented copies of a lease of the Morris Lane property, and an application for water service at the Morris Lane property.

Pursuant to a request of the Commission at the time the protest was filed, the City attorneys investigated the matter and presented a notebook containing documents relevant to the issue. These documents included the deed described above, the county Auditor's records showing that the King Street property continues to be assessed as the residence of Ms. Winbush, reregistration of automobiles owned by Ms. Winbush dated February 27, 2026 and registered at the King Street address; bills showing the lack of water using at 3099 Morris Lane from January to April; Driver's License with SCDMV shows her address to be 741 Kings Road.

Section 38-3 of the Anderson City Code provides that candidates "seeking office from a particular district shall be a resident of the district at the time they offer for election." In addition, S.C. Code Section 7-5-610 requires residence within the corporate limits for thirty days previous to the election.

Based upon the evidence submitted, it appears that Ms. Winbush had not abandoned her residence and domicile at 741 Kings Road at the time she filed to run, or thereafter.

It is therefore the decision of the Municipal Election Commission that the election of Ms. Winbush to Seat 5 is invalidated.

April 17, 2026



David Ford
Chairman

STATE OF SOUTH CAROLINA
CITY OF ANDERSON

Daryl Thompson,

Protestant,

v.

Tonya Winbush,

Respondent.

)
)
)
**BEFORE THE CITY OF ANDERSON
MUNICIPAL ELECTION
COMMISSION**

**WINBUSH'S MOTION TO DISMISS
LETTER OF PROTEST FOR CITY OF
ANDERSON ELECTION ON APRIL 7, 2026**

Protestant Daryl Thompson filed a protest with the Anderson County Board of Voter Registration and Elections on April 9th, 2026. In that letter, he states that it has "come to my attention...that my opponent may not be a resident of Ward 5." As an election protest, it implicitly asks this board to set aside the result of an election in which the voters chose Ms. Winbush to represent them by a margin of 66% to 34%.

The protest should be dismissed pursuant to Rules 12(b)(4) and/or 12(b)(6) of the South Carolina Rules of Civil Procedure.

IMPROPER PROCESS

Protestant Thompson did not follow the legal process for filing a municipal election protest.

South Carolina Code § 5-15-130, concerning "Procedures for contesting results of election[.]" sets the procedure for contesting a municipal election. In that statutorily prescribed procedure, "any candidate may contest the result of the election as reported by the managers by filing a written notice of such contest together with a concise statement of the grounds therefor with the Municipal Election Commission."

Mr. Thompson did not follow this procedure. He addressed his protest to the County Board, not the Municipal Election Commission, and ratified the County Board as recipient of this protest by affixing a time stamp to the letter.

No letter addressed to or filed with the statutorily prescribed body, the MEC, has been provided to Ms. Winbush, so we can only conclude that none exists. While this letter, addressed to the County, appears to have come into the possession of the City at some point on April 9th, that is not evidence that Mr. Thompson properly filed it with the Municipal Election Commission as prescribed by law.

In South Carolina, the right to contest an election exists only under applicable state constitutional and statutory provisions, and “procedure prescribed by statute must be *strictly* followed.” Butler v. Town of Edgefield 328 S.C. 238, 493 S.E.2d 838 (1997).

A protest of this kind may only be filed within 48 hours of the closing of the polls with and only with the Municipal Election Commission.

The Protest Letter itself shows Mr. Thompson did not do that.

Pursuant to Rule 12(b)(4), SCRCP, for insufficiency of process and for failure to comply with the only statute that prescribes the procedure for a municipal election protest hearing, the protest should be dismissed.

FAILURE TO STATE FACTS SUFFICIENT – 12(b)(6)

The body of the Protest Letter is as follows:

“Dear Sirs,

It has come to my attention that my opponent, Tonya Winbush, in this week’s Election may not be a resident of ward 5.

Therefore I am filing a protest with your office to determine if she meets the requirements to run for office in ward 5.”

He alleges that a source or sources, not identified, have suggested to him that Ms. Winbush *may not* (or may...such is the working of “mays”) be a resident of Ward 5.

He asks this body to find out if that is true for him.

Some courts in Europe work like that. Courts in the United States do not.

The Protestant must make an allegation that would support relief and offer sufficient evidence to meet the burden of proof. In a case like this, that burden is high. A body reviewing a protest must “employ every reasonable presumption to sustain a contested election, and will not set aside an election due to mere irregularities or illegalities unless the result is changed or rendered doubtful.” Broadhurst v. City of Myrtle Beach Election Comm’n, 342 S.C. 373, 379, 537 S.E.2d 543, 546 (2000). Without *proof* of fraud, a constitutional violation, or a statute requiring invalidation of an election, a court “will not set aside an election for a mere irregularity.” See *id.* at 381, 537 S.E.2d at 547. The Municipal Election Commission, acting here as a court (judge and factfinder) would employ this standard of review and decide if the Protestant has met his burden.

The Protestant is required to make a "concise statement of the grounds" for protest. This does not excuse the protestant from stating a ground upon which relief can be granted and offering some evidence for his position. He has not done that.

According to our Rule 8(f), SCRCPP, "All pleadings shall be construed to do substantial justice to all parties." This does not excuse the Protestant from his obligation under Rule 8(a)(2). He must make "a short and plain statement of the facts showing the pleader is entitled to relief."

Here, rather than making some statement of facts supporting relief, the protesting party has stated he has been a party to gossip and asks the Commission to tell if they think that it's true.

That is not how this works.

Accordingly, the protest should be dismissed pursuant Rule 12(b)(6) for failure to state facts sufficient to constitute a cause of action.

CHALLENGES TO BALLOT ACCESS SHOULD BE BROUGHT BEFORE THE PEOPLE VOTE

Finally, the Board should also find Thompson's claim untimely because, to the extent he may have wished to complain about Winbush's ability to appear on the ballot, that challenge should have been filed in a circuit court before people voted. It was not.

CONCLUSION

For these reasons, the protest should be dismissed and the Board should hold that (1) Thompson's protest was not timely filed in the correct venue as prescribed by statute (2) that the protest letter fails to state facts sufficient to constitute a cause of action (3) that even if this to be construed as a residency complaint, it should have been brought before people voted.

Respectfully submitted,

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ATTORNEY FOR TONYA WINBUSH

April 14, 2026.

ROA0008

* The legal citations above are appended to this motion for the convenience of the Board.

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

)
)
)

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

Tonya Winbush,

Appellant,

v.

City of Anderson, South Carolina;
 Anderson Municipal Election Commission;
 David Ford, Clara E. Humphrey, and Renee
 Fields-York, in their Official Capacities as
 Municipal Election Commissioners;
 and Darryl Thompson,

Respondents.

C/A No.: 2026-CP-04-_____

NOTICE OF APPEAL

TO THE RESPONDENTS ABOVE-NAMED:

PLEASE TAKE NOTICE that, under S.C. Code Ann. § 5-15-140, Appellant Tonya Winbush appeals the Decision (dated April 17, 2026) of the Anderson Municipal Election Commission overturning the result of the April 7, 2026, Election for City Council Seat 5.

The Court should reverse or vacate the Decision and order the Commission to certify the Election result for one or more of the following reasons:

1. The failure to dismiss the Protest violated S.C. Code Ann. § 5-15-130, which only allows a loser to contest “the result” of an election, not his opponent’s right to appear on ballots already cast by the voters.
2. It was both an error of law and without evidentiary support to conclude Winbush did not reside in Seat 5.
3. The failure to give any weight to the evidence submitted by the winning candidate inverted the legal presumption in favor of upholding election results.
4. It violated South Carolina Code § 5-15-130’s directive to “decide the issues raised,” as well as due process and the

Free and Open Elections Clause, for the Commission to prosecute the Protest as its own cause rather than acting as an impartial tribunal.

5. The Commission's failure to meet deadlines under Section 5-15-130 allowed it to engage in an unlawful fishing expedition for evidence to overturn the Election.

The grounds for granting relief are set forth fully in the Appeal filed and served with this notice.

PLEASE TAKE FURTHER NOTICE that this "shall act as a stay of further proceedings pending the appeal." S.C. Code Ann. § 5-15-140.

Respectfully submitted,

s/Christopher P. Kenney
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ATTORNEY FOR APPELLANT
TONYA WINBUSH

April 27, 2026

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

)
)
)

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

Tonya Winbush,

Appellant,

v.

City of Anderson, South Carolina;
 Anderson Municipal Election Commission;
 David Ford, Clara E. Humphrey, and Renee
 Fields-York, in their Official Capacities as
 Municipal Election Commissioners;
 and Darryl Thompson,

Respondents.

C/A No.: 2026-CP-04-_____

APPEAL OF DECISION
BY ANDERSON MUNICIPAL
ELECTION COMMISSION

Appellant Tonya Winbush won the April 7, 2026, Election for Seat 5 on the Anderson City Council and defeated her opponent, Respondent Darryl Thompson, by a margin of two to one. Thompson filed a vague two-sentence Protest claiming Winbush “may” not live in Seat 5. Respondent Anderson Municipal Election Commission and its commissioners, Respondents David Ford, Clara Humphrey, and Renee Fields-York, (collectively, the “Commission”) broke the law by failing to follow the procedure set forth in S.C. Code Ann. § 5-15-130 and asked the attorney for Respondent City of Anderson to investigate Winbush’s residency. Without taking the oath or any cross-examination, the City attorney made a presentation of “information” the City gathered to bolster the Protest. The Commission’s Decision cited this so-called evidence to invalidate the will of the voters based on the false conclusion that it “appears” Winbush did not reside in Seat 5 when she filed. To borrow a phrase from the bard, there’s something rotten in the City of Anderson. See Hamlet, Act I, Scene IV.

Winbush now appeals. The Court has jurisdiction under S.C. Code Ann. § 5-15-140.

STATEMENT OF THE ISSUES

- I. Whether an election loser can contest his opponent's residency after people vote when South Carolina Code § 5-15-130 merely allows a candidate to contest "the result" of an election?
- II. Whether a candidate who established a domicile, testified about her intent, and produced evidence to corroborate her testimony can be deemed not to "reside" in the district where she was elected?
- III. Whether a required legal presumption in favor of upholding election results has been followed when an election commission ignores the evidence submitted by the winner in support of her residency?
- IV. Whether an election commission violates its charge under Section 5-15-130 to "decide the issues raised," due process, and the Free and Open Elections Clause by prosecuting a protest as its own rather than acting as an impartial tribunal?
- V. Whether an election commission's failure to meet deadlines under Section 5-15-130 requires vacating a decision that prejudiced the winner with a commission-led fishing expedition for evidence to overturn the election?

STATEMENT OF THE CASE ¹

On April 7, 2026, the City conducted municipal elections. Two candidates filed and appeared on the ballot for Seat 5: ² Tonya Winbush and Darryl Thompson. ³ Winbush defeated Thompson by a vote of 135 to 68. R0102.

On April 9, 2026, Thompson sent a letter (the "Protest") to the Anderson County Board of Voter Registration and Elections (not the Commission). The two-sentence Protest read:

It has come to my attention that my opponent, Tonya Winbush, in this week's Election may not be a resident of ward 5.

¹ The Record compiled by Winbush includes (1) the Decision, (2) the hearing transcript, (3) hearing exhibits, and (4) Winbush's motion to dismiss, and is cited below as R. __.

² A map of Seat 5 is at: www.cityofandersonsc.com/wp-content/uploads/2024/09/Council-Districts_Seat-5_09-16-24.pdf.

³ Thompson is the son of the incumbent City Councilwoman, Beatrice Thompson, who did not seek reelection.

Therefore I am filing a protest with your office to determine whether she meets the requirements to run for office in ward 5.

R.0111. No supporting materials were enclosed, and no further allegations were made.

Also on April 9, at 9:30 am, the Commission met to canvass the vote. See R.0101. According to the minutes, a county board employee presented the Protest to the Commission. Id. A protest hearing was scheduled for April 14, 2026, at 9:30 am, and “City staff was directed to investigate the issue.” Id. That same day, Chair Ford sent notice to Winbush and Thompson that the Commission would hold a hearing “on issues concerning the protest[.]” R.0108–0109.

On April 14, 2026, the Commission held a hearing on the Protest. Thompson appeared *pro se*. R.0006. Winbush was represented by Brooke Ennis, Esq., of Upstate Law, who filed a motion to dismiss the Protest, arguing that Thompson (1) improperly filed his protest with the county board, instead of the Commission, (2) failed to state facts sufficient to constitute a colorable protest, and (3) should have contested Winbush’s right to appear on the ballot in circuit court before ballots were printed. R.0208–0211.

The person who effectively presided over the hearing was not the Chair, who appeared to have no idea whatsoever as to the procedure, but an attorney for the City. See R.0006. (MR. FORD: Okay. Who’s swearing them in? MR. CAMPBELL: You do. MR. FORD: No. Who am I swearing in? MR. CAMPBELL: You swear everybody that’s going to talk today.”).

Thompson testified that he protested because he did not believe Winbush was a resident of Seat 5. R.0007. He submitted “two pieces of information that [led him] to that conclusion.” Id. Without objection, he entered a single-page printout from the Anderson County Public Access System and Services (ACPASS) website (Ex. 1) into evidence with a deed downloaded from the website (Ex. 2) that Thompson claimed, “indicates that Ms. Winbush lives at 741 Kings Road,

which is not in Ward 5.” R.0007, 0024–029. Thompson offered no further evidence and the entirety of his Protest rested on his conclusion draw from the Kings Road deed.

Winbush testified that she resided at 309 Morris Lane, Anderson, South Carolina when her candidacy began on January 29, 2026, and she produced a residential lease (Ex. 3), dated January 26, 2026, with her name on it for that address. R.0008, 0031–040; see also R.0092 (Statement of Intention of Candidacy (SIC)). The property at Morris Lane is in Seat 5. R.0008. When Winbush moved to Morris Lane, she changed her voter registration (R.0008–09), which was entered into evidence (Ex. 4) and indicates Winbush was registered at the Morris Lane address. R.0041. Winbush also testified that she had city water bills and a Duke Energy bill at Morris Lane. R.0009. Those bills—\$42 for Electric City Utilities in March 2026 and \$26.78 for Duke Energy from February 21 to March 23, 2026—were entered into evidence. R.0042 (Ex. 5), 0043–044 (Ex. 6).

However, Winbush did not stay at Morris Lane “because the renovations [at the property] were taking so long, [she] had to move into another place that was more feasible and livable that I could dwell in.” R.0009. Accordingly, on March 12, 2026, Winbush signed a lease agreement (Ex. 7) for a residential property located at 411 Smith Street, Anderson, South Carolina and moved to that location. R.0009–010, 0045–086. The property at Smith Street is also in Seat 5. R.0009. When she moved to Smith Street, Winbush (again) updated her voter registration (Ex. 8), which was placed into evidence. R.0010, 0087. Winbush also transferred her utility billing address to Smith Street. See R.0010, 0088 (Ex. 9). All Winbush’s personal belongings are at Smith Street, and she testified, “[t]hat’s where I intend to stay.” R.0011.

Winbush also testified about the Kings Road deed. She agreed that the Kings Road property is not in Seat 5 but explained she did not reside there. R.0010–011. In fact, she testified:

The Kings Road address is on family property, and the intent and the evidence that the opponent produced is a deed being placed in the trust of the property. I have four daughters, and my oldest daughter lives there. My youngest daughter, she lives there during the summer because she's at USC. And so my whole intent, because this property is a part of the family property or estate, is to make sure that the property gets placed in the trust and that my children continue to own the property for -- for family generations to come. So that was the intent.

R.0011. The Kings Road deed indicates the property was transferred to “Tonya Lashawn Winbush, as Trustee of The Fourth Star Revocable Trust dated March 12, 2026....” R.0025.

Thompson and Winbush took the oath before they provided testimony to the Commission. The only other person to present information to the Commission was City attorney Rame Lambert Campbell, Esq., who had previously told the Chair that the Chair would “swear everybody that’s going to talk today.” See R.0006. That wasn’t true. Campbell never took the oath. See R.0012–022. Nevertheless, upon the invitation of the Chair (“Does the city staff have any information to share at this time?”), Campbell stated:

MR. CAMPBELL: Yes, sir. Thank you, Chairman of the Board. On behalf of the city, at the municipal elections meeting we had with you all on April the 9th, regarding validating the votes that had come in on April 7th, and *he directed us to at least look into it initially and present some facts that we found.* The information we found was basically through the resources that the city has, as well as through public access. I did -- I’ll hand up the notebook that I put together for you all to review. I’ll give one to everybody.

(Whereupon, Mr. Campbell’s Exhibit No. 10 was marked for identification purposes.)

R.0012–013, 0089–0207 (emphasis added). After placing 118 pages of unauthenticated hearsay into “evidence,” Campbell made the following unsworn claims and conclusions:

First, Campbell claimed the Protest hearing was timely. R.0012–013. (More on that below)

Second, Campbell explained that when Winbush filed to run, her candidacy appeared to be in good order. “Ms. Winbush, when she filed her candidacy, she presented a month-to-month rental lease for 309 Morris Lane. That was signed on January 26th, and she also produced a signed water contract utility.” R.0013, 0151–52, 0155–57. Campbell stated further, “And as far as I can tell, everything was proper, and she was properly performed [sic] to have her name placed on the ballot.” R.0013–014. He concluded, “she appeared to be, based upon that, a valid candidate.” Id. Turning to what the City attorneys purportedly found, Campbell reiterated again: “Based on what we found and some of the information that Ms. Winbush has provided, *she was residing at 309 Morris Lane.*” R.0015 (emphasis added).

Third, Campbell then presented a copy of Winbush’s driver’s license (R.0153) and noted the address was Kings Road. R.0015–016. The license indicates it was issued in February 2020 and does not expire until 2028. See R.00153; see also R.0186–87.

Fourth, Campbell presented three vehicle registrations with Winbush’s name and the Kings Road address on the registration and speculated:

So basically, one car in her sole name is still registered to 741, and the other two cars that she is co-signor or co-owners with, are both listed back to Kings Road. Before that, to my knowledge, she’s not paying any city of Anderson taxes to one of the vehicles.

R.0016–17. No further information was provided in reference to City vehicle taxes, what ordinance imposes this tax, or what system(s) Campbell reviewed to support his suggestion that Winbush should be paying one.

Fifth, Campbell acknowledged that the Kings Road property “is family land” and that he knew “the Winbushes have a lot of property in that area.” R.0017. But then, discussing the deed transferring the Kings Road property to Winbush family trust, he inexplicably concluded: “This trust is a revocable trust, and she is the trustee of the revocable trust. The -- the four-star revocable

trust is dated March the 12th, 2026, so she's technically trustee over her own trust." R.0017. There are no trust documents in the record and the only witness with personal knowledge of the trust and its beneficiaries was Winbush who testified two of her daughters live at Kings Road and that it is held in trust for her four daughters. See R.0011.

Sixth, Campbell speculated about property taxes:

And I do know that when you typically change your primary residence, you would have to at least file something with the county -- with the county tax collector's office. If you're dealing with tax breaks, going from four percent to six percent, that's no longer your primary residence. We did not see any information regarding that, that she intended to abandon that on -- on that issue.

R.0018. It is unclear what the "that" is to which Campbell is referring. The City's exhibit binder does not include any property tax records (see R.0090) and Winbush deeded the Kings Road property to the trust and moved to a leased property. It is unclear what sort of tax filing Campbell believes she should have made *for a leased property she does not own*.

Seventh, Campbell concluded Winbush was not living at Morris Lane because the City's water meter purportedly did not change from January to March. R.0018–19 (citing R.0163–64). He claimed, "My understanding of this, that means in the 50 days that she was residing in 309 Morris Lane, this water was on, no water was used." R.0019. There was no testimony concerning the basis for his "understanding," no testimony about what these records were or how they were generated, no testimony about the water department's meter reading practices, and no testimony about the accuracy of these readings. However, according to these water department documents, the City was billing Winbush for *something* from January to March. See R.0160 (indicating she paid \$42 in February and was billed \$24 for two weeks in March). Likewise, Campbell concluded Winbush did not use any water at her Smith Street residence either based on his examination of

City water records. See R.0019–20. Notwithstanding Cambell’s opinion, the City also charged Winbush money for her Smith Street water service. R.0173–78.

Campbell sought to bolster his conclusion that a purported lack of water usage proved Winbush was not residing at Morris Lane or Smith Street with another water department report for Kings Road (R.0180) purportedly showing usage of “500 gallons, 500 gallon, 600, 400, so there was usage there at that residence.” R.0020. Curiously, however, while Campbell concluded there were *hundreds* of gallons being used at Kings Road and *nothing* being used at Morris Lane or Smith Street, a bill for 500 gallons at Kings Road was only \$39.82 (compare R.0181, with R.0180), which is similar to the bills for Morris Lane and Smith Street for \$42 (R.0159), \$24 (R.0160), and \$42 (R.0175). Put differently, the only conclusion the water records support is either that Campbell had no idea what he was talking about or that City record keeping is inaccurate.

Following Campbell’s presentation, the Chair closed the meeting for deliberation. R.0022. When the Commission returned, the Chair announced, “After hearing from both parties regarding the protest, we’ve reached the decision to not certify this election at this time.” Id. The entire hearing, including deliberations, took just 47 minutes. See R.0003, 0022.

On April 17, 2026, the Chair signed a Decision invalidating the Election. R.0001–02. The Decision cites the Kings Road signed by Winbush as grantor on March 12, 2026, to her as trustee for the trust and observes, “[t]he grantee’s address on the deed is 741 King Street [sic], which is not in the city.” R.0001. The Decision states that Winbush testified she moved to Morris Lane, which is in Seat 5, prior to filing to run and presented the Commission with a lease for Morris Lane and an application for water service. Id. That is not accurate: Winbush presented water bills, not a mere application. Cf. R.0042 (Ex. 5). The Decision is silent about the Morris Lane energy bill (R.0043 (Ex. 6)), her voter registration (R.0041 (Ex. 4)), and her move to Smith Street or the

utilities and voter registration update at that address. The Decision is also silent about where he keeps her personal belongings and, critically, Winbush's own testimony about her intent.

The Decision explains that after the Protest was received, the Commission requested "the City attorneys investigate[] the matter and [that they] presented a notebook containing documents relevant to the issue." R.0001. The Decision concludes, "[b]ased upon the evidence submitted, it appears that Ms. Winbush had not abandoned her residence and domicile at 741 Kings Road at the time she filed to run, or thereafter." R.0002. Based on this conclusion, the Commission invalidated the Election.

On April 20, 2026, Winbush received notice of the Decision through her attorney. This appeal followed.

STANDARD OF REVIEW

"Within ten days after notice of the decision of the municipal election commission, any party aggrieved thereby may appeal from such decision to the court of common pleas." S.C. Code Ann. § 5-15-140. A circuit court sitting in appellate review does not conduct a *de novo* hearing or take testimony. Taylor v. Town of Atl. Beach Election Comm'n, 363 S.C. 8, 14, 609 S.E.2d 500, 503 (2005). Instead, a circuit court reviews the decision for errors of law and factual findings unsupported by the evidence. Id.

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ARGUMENT

The Court should reverse or vacate the Decision and order the Commission to certify the Election result for one or more of the following five reasons.

I. The Protest should have been dismissed because the purpose of an election protest is to dispute the result, not ballot access.

The Protest disputes Winbush's residency. It has nothing to do with the Election's result. Therefore, the Commission should have granted Winbush's motion to dismiss, and it erred in failing to dismiss the Protest.

South Carolina Code § 5-15-130, concerning "Procedures for contesting results of election[,]" allows a candidate for municipal office to "contest the result of the election" The defining characteristic of any colorable municipal election protest is a complaint about *the result*, not a complaint about a candidate's ballot access.

There are two prerequisites to maintaining an election contest in South Carolina: (1) the contest notice must allege irregularities or illegalities; and (2) the alleged irregularities or illegalities must have changed or rendered doubtful the result of the election in the absence of fraud, a constitutional violation, or a statute providing that such irregularity or illegality shall invalidate the election.

Taylor v. Town of Atl. Beach Election Comm'n, 363 S.C. 8, 16, 609 S.E.2d 500, 504 (2005).

Municipal election precedents reinforce the conclusion that protests must dispute the result. For example, in Taylor, the Supreme Court affirmed a decision to uphold an election where the protestant failed to prove that the late opening of the polls and irregular handling of 22 ballots affected the result or were the product of fraud or a legal violation. See 363 S.C. at 18, 609 S.E.2d at 505. Likewise, in George v. Mun. Election Comm'n of City of Charleston, the Court invalidated an election because the failure to conduct the election with voting booths and secret ballots were "essential element[s] of the election and the fundamental integrity of the electoral process." 335

S.C. 182, 193, 516 S.E.2d 206, 212 (1999). So too in Broadhurst v. City of Myrtle Beach Election Comm’n, where a new election was necessary because a voting machine’s failure to count votes in a precinct called the result into doubt. 342 S.C. 373, 382, 537 S.E.2d 543, 547 (2000). Unlike these cases, the result here is not in dispute.

The purpose of this Protest was to overturn an *undisputed* result by contesting Winbush’s right to appear on the ballot. The time to litigate candidate ballot access disputes is after filing but *before* people vote. E.g., Anderson v. S.C. Election Comm’n, 397 S.C. 551, 554, 725 S.E.2d 704, 705 (2012) (enjoining hundreds of filed candidates from appearing on the ballot due to filing errors); S.C. Democratic Party v. S.C. Labor Party, et al., 2022-CP-40-04077 (S.C. Cir. Ct. Aug. 18, 2022) (enjoining filed candidates who failed to follow statutory nomination procedure from appearing on the ballot because “once ballots are prepared, printed, and disseminated to election workers and voters, there is no relief for the injury.”).

Section 5-15-130 is plain that after people vote, all that remains to be disputed is the result. When a protestant fails at the threshold to submit a colorable protest alleging irregularity or illegality, an election commission is not obliged to initiate a time-consuming formal hearing; it should simply dismiss the protest. Butler v. Town of Edgefield, 328 S.C. 238, 247, 493 S.E.2d 838, 843 (1997) (“general” allegation of fraud “insufficient”). Here, Thompson makes no claim that the result—a defeat of 2 to 1 at the ballot box—was the product of fraud, irregularity, or illegality. The people voted; he lost. The absence of a dispute about that fact should have been fatal to the Protest and grounds to grant Winbush’s motion.

II. The conclusion that Winbush was not a resident of Seat 5 when she filed is unsupported by the evidence.

Anderson City Code requires “Candidates seeking office from a particular [City Council] district shall be residents of the district at the time they offer for election and during their entire

terms of office[.]” Anderson City Code § 38-3. The Decision concludes Winbush “appears” to “had not abandoned her residence and domicile” at Kings Road when she filed to run. R.0002. That conclusion is not just wrong, but wholly unsupported by the evidence and should be reversed.

A. A person’s residence is his domicile, which turns on intent.

Title 7 of the South Carolina Code equates residence with domicile, which asks where the individual intends to return.

A person’s residence is his domicile. “Domicile” means a person’s fixed home where he has an intention of returning when he is absent. A person has only one domicile.

S.C. Code Ann. § 7-1-25(A). Case law holds likewise. “Domicile means the place where a person has his true, fixed and permanent home and principal establishment, to which he has, whenever he is absent, an intention of returning.” Roesler v. Roesler, 396 S.C. 100, 107, 719 S.E.2d 275, 279 (Ct. App. 2011) (quotations omitted). “The true basis and foundation of domicile is the intention, the *quo animo*, of residence.” Id.; see also QUO ANIMO, Black’s Law Dictionary (12th ed. 2024) (“With what intention or motive.”).

B. Winbush resided in Seat 5 when she filed to run.

Winbush established residency at Morris Lane, in Seat 5, on January 26, 2026. R.0008, 0031–040. Her voter registration and utilities are registered at that address. R.0008–09, 0041–044. She filed her Statement of Intention of Candidacy on January 29, 2026, using that address. R.0092. On March 12, 2026, she had to move to another residence during renovations at Morris Lane, and the new residence (Smith Street) is also in Seat 5. Again, she signed a lease and (again) updated her voter registration and updated her utility billing address. R. 0009–010, 0045–088. She testified that is where she intends to stay. R.0011.

This evidence is conclusive and should have been treated as such by the Commission. Even according to Campbell, it was proper to place Winbush on the ballot. See R.0013–014. The only thing that has changed vis-à-vis Winbush and Seat 5 is that she had the audacity to win the election. If should have been inferred from the evidence, it is that Winbush made a repeated effort to ensure her residence, and with it her political life, was physically rooted in Seat 5. When she needed to move from Morris Lane, she chose another residence also in Seat 5. She was fastidious in updating her voter registration, not once but twice. Both decisions illustrate a conscious decision (i.e., intent) for her status as a citizen, voter, and candidate to be set in Seat 5.

C. There is no evidence supporting the Decision’s conclusion because the “information” submitted by the City was not evidence.

None of the information relied upon by the Decision is evidence because it was not the product of sworn testimony subjected to scrutiny through cross-examination.

A board hearing an election protest “shall provide for and conduct the hearing as nearly as possible in accordance with the procedures and rules of evidence observed by the circuit courts of this State.” S.C. Code Ann. § 7-17-50;⁴ see also Muni. Election Comm’n Handbook, p. 23 (Dec. 2017) (same).⁵ This means witnesses must be sworn and subject to cross-examination. Id. It is elemental that “[b]efore testifying, every witness shall be required to declare that the witness will testify truthfully, by oath or affirmation administered in a form calculated to awaken the witness’

⁴ While this statute concerns protest hearings by *county* boards of canvassers, the South Carolina Code provides that “Municipal primary, general and special elections shall be conducted pursuant to Title 7, *mutatis mutandi*, except as otherwise provided for specifically in Chapters 1 through 17.” S.C. Code Ann. § 5-15-10. *Mutatis mutanda* means “being altered according to the circumstances” or “with the necessary changes.” MUTATIS MUTANDIS, Black’s Law Dictionary (12th ed. 2024). This means that Title 7 applies when Title 5 or local election laws are otherwise silent.

⁵ Available at: www.masc.sc/sites/default/files/uploads/election-administration/election-handbook.pdf.

conscience and impress the witness' mind with the duty to do so." Rule 603, SCRE. Likewise, hearsay is not admissible except as provided by the Rules of Evidence or statute. Rule 802, SCRE.

However, here, the Decision relies on the presentation of a City attorney who was never sworn or cross-examined. Indeed, a review of the transcript indicates that 10 of the 20 pages of the proceeding was the unsworn, unexamined presentation by Campbell opining about what he believed the City's binder full of documents purportedly established. See R.0012–22. Some of these claims are false on their face (like the claim the hearing was timely), while others were so ridiculously implausible that it strains credulity to think Campbell would have been competent to testify to them even if he had been properly sworn.

For example, Campbell laid no foundation about the water bills he claimed evidenced no water usage at Winbush's residence, but hundreds of gallons used at Kings Road. Who generated those records? How and how often does the City take meter readings? How accurate are those readings and are there ever errors? And if no water was being used at Winbush's Seat 5 residences, then why were the amounts on those bills so similar to Kings Road where hundreds of gallons were purportedly being used?

Similarly with Campbell's speculation about property taxes. He made a vague assertion that "[w]e did not see anything" (R.0018) where Winbush changed where she took her four percent residential tax benefit, but there is nothing in the record about this aside from his vague assertion. Moreover, exactly where would Winbush take the four percent? She no longer owns Kings Road, the trust does, and she was leasing the Morris Lane and Smith Street properties. Nevertheless, the Decision claims that the auditor's records show Kings Road continues to be assessed as Winbush's residence. R.0001. It does not. At most, the auditor's record shows it has not been updated since Winbush transferred Kings Road to the family trust in March.

The way to test the reliability of evidence is through the crucible of cross-examination. See Crawford v. Washington, 541 U.S. 36, 61 (2004). The Commission failed to afford Winbush an opportunity to confront her principal antagonist and it never pressed him to lay a foundation sufficient to establish authenticity of dozens of pages of exhibits or cite an exception to the rule against hearsay to justify their consideration. See Rule 802, 803, 901, SCRE. Most troubling is that his lengthy presentation was not even subject to the penalty of perjury that attaches with the oath that must be taken as a precondition to providing any testimony. See Rule 603, SCRE.

Simply put, the Decision is wholly unsupported by any evidence because none of what the City presented was evidence.

D. The Decision applies a meaning for the statutory term “reside” that the Legislature rejected.

The Decision applies a notion of what it means to “reside” in a district that the General Assembly rejected when it enacted S.C. Code Ann. § 7-1-25(A). Implicit in the Decision’s reasoning is the notion that unless every address on every scrap of paper with some bearing on an individual’s life matches precisely at the time of filing, then they have not established residency to a sufficient extent that they can run for public office in a district. That is simply not the rule.

This type of reasoning has been employed before. In 1975, the Supreme Court invalidated a candidate’s bid for Governor on the grounds that he was not a “resident.” Ravenel v. Dekle, 265 S.C. 364, 218 S.E.2d 521. The Court reasoned, when the S.C. Constitution required a gubernatorial candidate to be a “citizen and resident” for five years prior to election day, residency meant “one actually and physically living in the place for a time” as compared to citizenship, which the Court treated as grounded in intent, akin to domicile. See id. at 373–75, 218 S.E.2d at 526–27.

In 1999, the Legislature adopted a different view when it first enacted Section 7-1-25 to expressly equate residence with domicile. The new statute explained, “For voting purposes, a

person has changed his domicile if he (1) has abandoned his prior home and (2) has established a new home, has a present intention to make that place his home, and has no present intention to leave that place.” Act. No. 103, 1999 S.C. Acts 382 § 1(B); S.B. 373, 113th Gen. Assemb., 1st Reg. Sess. (S.C. 1999). Thus, in adopting Section 7-1-25, residency was now synonymous with domicile, which turns on intent.

In 2011, the statute was updated to its current form, for the purpose explained in the bill’s title: “SO AS ...TO PROVIDE FACTORS TO CONSIDER IN DETERMINING A PERSON’S INTENTION REGARDING HIS DOMICILE FOR VOTING PURPOSES[.]” See Act No. 27, 2011 S.C. Acts 90; H.R. 3003, 119th Gen. Assemb., 1st Reg. Sess. (S.C. 2011).

These 11 non-exclusive considerations are set forth at S.C. Code Ann. § 7-1-25(D) and weigh heavily in favor of Winbush.

Subsections (D)(1), (6), and (11) either do not apply or the record is silent on them.

Subsection (D)(2), concerning real estate interests and the address for tax assessment ratio, should weigh in Winbush’s favor because she has two leases in Seat 5 and there is no evidence in the record concerning her property tax assessment. Subsection (D)(3), concerning physical mailing address, weighs in Winbush’s favor as evidenced by the mailing address proved on her sworn statement of intention of candidacy and utility bill mailing addresses. See, e.g., R.0088, 0092. Subsection (D)(8), concerning the address used for membership in clubs and organizations, speaks to civic engagement. Voting and office seeking are forms of civic engagement and Winbush has twice updated her voter registration to reflect Seat 5 addresses. This factor should weigh in her favor. Subsection (D)(9), concerning location of personal belongings, weighs in her favor because she testified her personal property is located at Smith Street. Subsection (D)(10), concerning

residence of parents, spouse, and children, weighs in Winbush's favor, because when she signed the Morris Lane and Smith Street leases, her daughter appeared on both. See R.0031, 0046.

Subsection (D)(5), concerning the voter's address on legal and financial documents, does not weigh in anyone's favor since the predicate for the Decision is the complaint that the address on some of Winbush's documents are different.

The Commission might reasonably claim just two of the factors in support of the Decision: Subsection (D)(4), concerning DMV identification, and Subsection (D)(7), concerning automobile registration. Those documents bear the old Kings Road address.

The purpose of adopting a definition of reside that is synonymous with domicile and driven by intent is to avoid outcomes like Ravenel that turn on a rigid insistence on longstanding ties to a specific place before crediting an individual's claim that they live where they, in fact, live. To that end, the 11 factors in Section § 7-1-25(D) should not simply be tallied up and weighed against one another. The touchstone for residence is still intent. The purpose of the 11 non-exclusive factors is to help discern intent. Here, they substantively weigh in Winbush's favor for reasons explained above. Nevertheless, even if the Court were to engage in a simple tallying, it should still find that the factors tip in Winbush's favor by a score of 5 to 2.

The Decision fails to conduct any analysis of the factors. Instead, it applies a far too demanding standard that insists *all* Winbush's papers should align perfectly before she could hope to claim she moved her residence. That is the wrong standard because it abandons intent as the central inquiry and runs afoul of Section 7-1-25.

* * *

For these reasons, the Court should conclude the Decision is without evidentiary support and contrary to law when it concluded Winbush did not reside in Seat 5 and reverse on that basis.

III. The Decision applies the wrong legal standard.

The Decision should also be reversed because the Commission failed to apply the proper legal presumption in favor of upholding election results whenever possible.

A commission reviewing a protest must “employ every reasonable presumption to sustain a contested election[.]” Broadhurst, 342 S.C. at 379, 537 S.E.2d at 546. That did not happen here. Instead of looking to sustain the election and placing the burden on Thompson to overcome that presumption, the Decision presumes invalidity by giving no weight to Winbush’s testimony and corroborating evidence. The Decision does not mention her testimony concerning her intent, her voter registration, her electric bill, or her personal belongings. See R.0001. It implicitly rejects her explanation about placing Kings Road in trust for her daughters in favor of unconfirmed suspicion. See id. It credits the presentation of the City attorney as dispositive (see id.) even though there are reasonable alternative views consistent with residency in Seat 5, like the explanation Winbush simply had not had a chance to update her vehicle registration and driver’s license with DMV.

Moving is a pain and no one can be expected to immediately update every account and registration with the many private and government entities with whom we interact as part of daily life, particularly when those accounts have not expired or come due. Yet that is precisely what the Decision contemplates. That is a presumption of invalidity that seems calculated to invalidate the Election. Where there is an otherwise reasonable explanation consistent with the facts, the Court should conclude the Decision applied an improper presumption and reverse on that basis.

IV. The Commission violated the procedure in Section 5-15-130, and Winbush’s rights, by directing City staff to investigate and prosecute Thompson’s Protest.

Section 5-15-130 provides that “any candidate may contest the result of the election” while the Commission is asked to “conduct a hearing on the contest” and “decide the issues raised[.]” From the text, three things are plain, that the Commission failed to follow here.

First, Thompson was the person responsible for presenting a case against Winbush. It was *his* Protest and contest. Thompson came to the hearing with a deed from a public website indicating Winbush is the trustee of a family trust that holds the Kings Road deed. That evidence doesn't prove anything about where Winbush was domicile. As the trustee, Winbush holds the property for the benefit of others, TRUSTEE, Black's Law Dictionary (12th ed. 2024), in this case, her daughters. See R.0011. Thompson had the burden of production and proof, and his evidence proved nothing.

Second, by directing City attorneys to collect and present information that the Decision treats as evidence, the Commission was no longer deciding the issues presented by the litigants; the Commission and its City attorneys became *the* dominant litigant pressing the case against Winbush and the Election. It is as if the umpire snatched the bat from the batter, pulled a ball from his pocket and lofted it above the plate, then hit the ball over the fence, and declared the home team the winner. It is a fundamental violation of the Commission's role under Section 5-15-130.

Third, because the Commission and the City were Winbush's true adversaries, she was denied due process of law under the federal and state Constitutions, as well as her equal right to "be elected to fill public office" under the S.C. Constitution's Free and Open Elections Clause. See U.S. CONST. amend. XIV; S.C. CONST. art. I, §§ 3, 5. "It is axiomatic that a fair trial in a fair tribunal is a basic requirement of due process." Caperton v. A.T. Massey Coal Co., 556 U.S. 868, 876 (2009) (cleaned up). The touchstone of the Free and Open Elections Clause is equal treatment that does not obstruct the franchise or give more weight to one candidate over another. Cf. League of Women Voters of S.C. v. Alexander, 446 S.C. 591, 610–11, 921 S.E.2d 660, 671 (2025) (discussing in context of voters). Here, Winbush received neither. The Commission enlisted the

City to press Thompson's Protest for him. That renders the Commission far afield from the neutral tribunal that Winbush was due under due process and the Free and Open Elections Clause.

Accordingly, the Commission's failure to follow the procedure in Section 5-15-130, and decision instead to insert itself as a litigant in the Protest is grounds to reverse or vacate.

V. The Commission's failure to comply with deadlines set by Section 5-15-130 was prejudicial to Winbush.

The Court should also vacate the Decision due to the Commission's repeated failure to fulfill the statutory deadlines for its work, and that failure was prejudicial to Winbush and contrary to the procedure the Legislature intended.

South Carolina law required the Commission to follow the following procedure when a protest has been received:

Within forty-eight hours after the filing of such notice, the Municipal Election Commission *shall*, after due notice to the parties concerned, conduct a hearing on the contest, decide the issues raised, file its report together with all recorded testimony and exhibits with the clerk of court of the county in which the municipality is situated, notify the parties concerned of the decisions made, and when the decision invalidates the election the council shall order a new election as to the parties concerned.

S.C. Code Ann. § 5-15-130 (emphasis added). "Under the rules of statutory interpretation, use of words such as 'shall' or 'must' indicates the legislature's intent to enact a mandatory requirement." Collins v. Doe, 352 S.C. 462, 470, 574 S.E.2d 739, 743 (2002). Further, under the series-qualifier cannon, there is a presumption that a prepositive modifier applies to *all* parallel serial verbs (e.g., hearing, decision, filing, notice) that follow. See SERIES-QUALIFIER CANON, Black's Law Dictionary (12th ed. 2024); see also Facebook, Inc. v. Duguid, 592 U.S. 395, 402–03 (2021) (applying postpositive qualifier to antecedent verbs and discussing canon).

Applying that canon here, the most natural and obvious way to read Section 5-15-130 is to apply the 48-hour mandate to *all* the parallel verbs (i.e., conduct, decide, file, notify) that follow. Thus, within two (2) days of receiving a protest, Section 5-15-130 requires the Commission to take five actions: send notice of the hearing, conduct the hearing, decide, file the decision and record with the clerk, and send notice of the decision. That did not happen here.

The Protest was received on April 9. The Commission held the hearing *five days later* on April 14. During his presentation, Campbell told the Commissioners “everything is within the time frame of [5-15-130]” because Thompson filed his protest within 48 hours “[a]nd this hearing is filed and being heard within 48 hours of notice.” R.0012. That is not what the statute says. The hearing should have been conducted on or before April 11, not within 48 hours of sending notice. Moreover, even under Campbell’s erroneous reading of Section 5-15-130, the hearing was untimely because, as Campbell told the Commission, “Notice was given on April the 10th by City Attorney Franklin McClain.” R.0013. According to the handwritten date on the Decision, it was issued on April 17, but Winbush did not receive notice until April 20. As of this filing, the Commission still has not filed anything with the Anderson County Clerk of Court. Aside from the initial notice, none of the serial verbs (i.e., hearing, decision, filing, notice) occurred within the 48-hour deadline.

The Commission’s failure to abide the statutory scheme facilitated its lawlessness. Simply put, the City’s attorneys could not have investigated Thompson’s naked claim that Winbush “may” not be a resident if the Commission had acted in accordance with the 48-hour procedural deadline. And rightly so. The purpose of having short municipal election protest deadlines is to prevent precisely this type of debacle whereby a sore loser makes vague claim in furtherance of a fishing expedition to invalidate a candidacy *after* the voters have spoken.

In Taylor, the Supreme Court rejected the argument that an election commission's written order needed to follow a particular format with findings of fact and conclusions of law, akin to an Administrative Procedures Act hearing, explaining that all Section 5-15-130 requires is that a commission "an election commission conduct a hearing, decide the issues raised, file a report with the testimony and exhibits, and notify the parties of the decision." 363 S.C. at 15, 609 S.E.2d at 503. The Court reasoned that the statute required nothing more, and the reason nothing more is required is because protest proceedings are supposed to be completed *quickly* and election results certified. Precedent requires that election results be sustained, even in the face of irregularity, "unless the result is changed or rendered doubtful." Id. at 12, 609 S.E.2d at 502.

Under this standard, the complaining party needs to have the receipts in hand when the protest is filed. Thompson did not, and the Commission's departure from the statutory deadlines worked to prejudice Winbush and the voters. Here, the Commission followed neither the letter nor the spirit of the law. For this reason, the Decision should be vacated.

CONCLUSION

For the reasons stated above, the Court should reverse or vacate the Decision and order the Commission to certify the Election results for Seat 5.

Respectfully submitted,

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ATTORNEY FOR APPELLANT
TONYA WINBUSH

April 27, 2026

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF ANDERSON	)	
	)	C/A No.: 2026-CP-04-01100
	)	
Tonya Winbush,	)	BRIEF OF RESPONDENTS
	)	City of Anderson, South Carolina;
Appellant,	)	Anderson Municipal Election
v.	)	Commission; David Ford, Clara E.
	)	Humphrey, and Renee Fields-York, in
City of Anderson, South Carolina;	)	their Official Capacities as Municipal
Anderson Municipal Election Commission;	)	Election Commissioners
David Ford, Clara E. Humphrey, and Renee	)	
Fields-York, in their Official Capacities as	)	
Municipal Election Commissioners;	)	
and Darryl Thompson,	)	
	)	
Respondents.	)	
	)	

Appellant, Tonya Winbush, appeals the decision by the Anderson Municipal Election Commission (the “Commission”) invalidating the election of Anderson Council Seat 5. Winbush is asking this Court to overturn that decision.

The Commission performed its statutory duty under S.C. Code Ann. § 5-15-130 when it received a protest, conducted a hearing, and rendered a decision refusing to certify an election result it had reasonable cause to question. Appellant Tonya Winbush asks this Court to overturn that decision, but her appeal rests on a mischaracterization of the record, a misreading of South Carolina election law, and an invitation to second-guess the Commission’s credibility determinations. The Court should decline that invitation and affirm the Commission’s Decision.

The Respondents agree with the Appellant that this Court has jurisdiction under S.C. Code Ann. §5-15-140 to hear this matter.

The issue before the Court is not whether the Commission “broke the law by failing to follow the procedure set forth in S.C. Code Ann. §5-15-130 and asked the attorney for Respondent City of Anderson to investigate Winbush’s residency,” but whether the Commission acted within its lawful statutory authority, applied the correct legal standard, and reached a decision supported by substantial evidence.

STANDARD OF REVIEW

A circuit court, sitting in an appellate capacity, does not conduct a *de novo* hearing or take testimony. The circuit court must examine the decision for errors of law, but it must accept the factual findings of the commission unless they are wholly unsupported by the evidence. Blair v. City of Manning, 345 S.C. 141, 546 S.E.2d 649 (2001); Butler v. Town of Edgefield, 328 S.C. 238, 493 S.E.2d 838, 843 (1997).

STATEMENT OF THE CASE

On April 7, 2026, the City of Anderson conducted a municipal election. Two candidates appeared on the ballot for Anderson City Council Seat 5: Appellant Tonya Winbush and Respondent Darryl Thompson. R.0102.

On April 9, 2026, within forty-eight hours of the election, Thompson filed a written Protest contesting the validity of Winbush's candidacy with the Anderson County Registration and Elections Office on the ground that:

“It has come to my attention that my opponent, Tonya Winbush, in this week’s Election may not be a resident of ward 5.

Therefore I am filing a protest with your office to determine whether she meets the requirements to run for office in ward 5.” R.0111.

That same day, the Protest was placed before the Commission, which was meeting that morning for the purpose of certifying the results of the April 7, 2026, election. R.0101. The Commission declined to validate the election results for Seat 5. The Commission then scheduled a hearing for April 14, 2026, and Chair Ford promptly sent written notice of the hearing to both candidates. R.0108–0109.

At the April 14, 2026, election protest hearing, both candidates appeared. Winbush appeared and was represented by Brooke N. Ennis, Esq. Thompson appeared pro se. Chairman David Ford, Clara E. Humphrey, and Renee Fields-York were present for the Anderson Municipal Election Commission. J. Franklin McClain, Esq. and Rame L. Campbell, Esq. were present representing the City of Anderson. Both candidates were sworn before testifying. R.0006. Both submitted documentary evidence. R.0024–0088.

Thompson testified that he believed Winbush did not reside in Seat 5 and submitted (1) a printout from the Anderson County Public Access System and Services (ACPASS) website indicating Winbush's address as 741 Kings Road, Anderson, South Carolina, 29621, and (2) a recorded deed for that property. R.0007, 0024–0030. The Kings Road property is not located within Seat 5 and is not in dispute on that point.

Winbush testified about three different addresses she has occupied or owned in the months immediately before and after she filed her candidacy for Seat 5:

1. 741 Kings Road — her family land. R.0011, 0019-125, 144-149. (“Kings Road”). Her oldest daughter lives there, and her youngest daughter (a USC student) lives there during the summer. R.0011. The home is on what Winbush called "family property" and what City counsel separately confirmed is "family land [where] the Winbush’s have a lot of property in that area." R.0017.
2. 309 Morris Lane — a month-to-month lease "dated January 26, 2026," three days before Winbush filed her Statement of Intention of Candidacy. R.0008, 0031–0040, 0092, 151-152. (“Morris Lane”). Winbush testified she did not actually stay at Morris Lane "because the renovations was taking longer at the property that I bought.” R.0009.
3. 411 Smith Street —a lease signed on March 12, 2026, with the actual lease beginning March 20, 2026. March 12th was same day a deed was executed transferring 741 Kings Road from Winbush, individually, to "Tonya Lashawn Winbush, as Trustee of The Fourth Star Revocable Trust dated March 12, 2026." (“Smith Street”). R.0009–010, 0025-30, 0045–086, 166-167.

Following the parties' presentations, the Commission deliberated. R.0022. On April 17, 2026, Chair Ford signed the Municipal Election Commission’s Decision invalidating Winbush's election on the ground that "based upon the evidence submitted, it appears that Ms. Winbush had not abandoned her residence and domicile at 741 Kings Road at the time she filed to run, or thereafter." R.0001–02. This appeal followed.

STATEMENT OF THE ISSUES

- I. Whether S.C. Code Ann. § 5-15-130 authorized the Commission to investigate and resolve residency questions raised by a properly submitted election protest, where residency is a prerequisite for eligibility to appear on the ballot.
- II. Whether the Commission's finding that Winbush had not established domicile in Seat 5 was supported by substantial evidence in the record.
- III. Whether the Commission applied the proper legal standard when it considered objective indicia of residency alongside Winbush's subjective testimony of intent.
- IV. Whether the Commission's hearing procedure, including its gathering of information bearing on the protest, constituted a due process violation.
- V. Whether the Commission's failure to observe the forty-eight-hour scheduling deadline of § 5-15-130 was prejudicial to Winbush under the circumstances.

ARGUMENT

I. The Commission Had Authority Under § 5-15-130 to Investigate and Resolve the Residency Question.

Appellant's lead argument is that a protest under § 5-15-130 must dispute "the result" of an election and not the ballot access. The argument is wrong. If the candidate who received the most votes is statutorily ineligible to hold the office, the apparent vote count is not the "result" it is a non-event, because no valid election can produce an ineligible officeholder.

Appellant argues the Commission exceeded its jurisdiction because the protest concerned ballot access rather than the "result" of the election. That argument is foreclosed by the text of §5-15-130 and the practical reality that candidate eligibility is inseparable from a valid election result.

Section §5-15-130 provides that "any candidate may contest the result of an election by filing a written notice with the municipal election commission containing a concise statement of the grounds therefor." and directs the Commission to "conduct a hearing on the contest" and "decide the issues raised." The statute contains no limiting language confining protests to ballot

access or vote-count irregularities. The “result” of an election includes whether the apparent winner was legally eligible to hold the seat. An ineligible candidate cannot produce a valid result. South Carolina courts have consistently recognized that candidate eligibility disputes are cognizable in election proceedings. See Anderson v. S.C. Election Comm’n, 397 S.C. 551, 554, 725 S.E.2d 704, 705 (2012).

Appellant’s reliance on cases like Taylor v. Town of Atlantic Beach Election Com’n, 363 S.C. 8, 609 S.E.2d 500 (2005) and Broadhurst v. City of Myrtle Beach Election Commission, 342 S.C. 373, 537 S.E.2d 543 (2000) is misplaced. Those decisions addressed protests premised on procedural irregularities in the conduct of voting such as late poll openings and machine malfunction and asked whether such irregularities changed who won. They did not hold that the “result” excludes eligibility. Appellant’s reading would perversely immunize an ineligible candidate from post-election challenge so long as the ballots were counted correctly. That cannot be the law.

Anderson City Code § 38-3 plainly requires that "candidates seeking office from a particular [City Council] district shall be residents of the district at the time they offer for election and during their entire terms of office." Residency is therefore an element of eligibility that is properly contestable under § 5-15-130. Thompson's Protest squarely raised the statutory ineligibility of the apparent winner under Anderson City Code § 38-3 and S.C. Code Ann. § 7-1-25. The Commission had authority to hear and decide Thompson’s protest. Its decision to do so was correct.

II. The Commission’s Residency Finding Is Supported by Substantial Evidence.

A. Domicile Requires More Than a Lease and Stated Intent.

Appellant correctly notes that South Carolina equates residence with domicile and that domicile turns on intent. S.C. Code Ann. § 7-1-25(A); the term “reside” is “equivalent in substance to ‘domicile.’” Gasque v. Gasque, 246 S.C. 423, 426, 143 S.E.2d 811, 812 (1965). Domicile “means the place where a person has his true, fixed and permanent home and principal establishment, to which he has, whenever he is absent, an intention of returning.” Id. “The true basis and foundation of domicile is the intention, the quo animo, of residence.” Id. Roesler v. Roesler, 396 S.C. 100, 107, 719 S.E.2d 275, 279 (Ct. App. 2011). But intent is not self-proving. It

must be established by objective evidence, and subjective declarations of intent do not automatically override contrary objective facts.

S.C. Code Ann. §7-1-25(D) identifies eleven non-exclusive factors relevant to determining domicile. These include but are not limited to: address of real estate interests and tax assessment ratio (subsection (D)(2)); physical mailing address (subsection (D)(3)); address driver's license or other DMV identification (subsection (D)(4)); address on legal and financial documents (subsection (D)(5)); address on automobile registration (subsection (D)(7)); and location of voter's personal property (subsection (D)(9)).

The statute does not rank these factors; each must be evaluated against the surrounding circumstances. When the objective documentary record consistently points away from a claimed residence, a factfinder may reasonably give little weight to the claimant's own assertions of intent. Even under strict substantial evidence review, the Commission's factual determination stands. The documents Winbush herself created and maintained over the course of years — not days — overwhelmingly establish Kings Road as her domicile. The last-minute paperwork she now presents, generated in the weeks immediately before and during the election, cannot undo that history.

B. The Objective Evidence in the Record Supports the Commission's Finding.

The Commission had before it a substantial body of evidence pointing away from Seat 5 residency:

Driver's License. Winbush's South Carolina driver's license that was originally issued on February 5, 2020, and set to expire on February 5, 2028, lists 741 Kings Road, Anderson, South Carolian, 29621, as her address. This is her state-issued photo identification, the primary document South Carolina uses to confirm identity and address. The Commission was entitled to treat it as significant evidence of her actual domicile under §7-1-25 (D)(4). R.0015-0016, 96, 0153, 0186–87.

Vehicle Registrations. Two vehicles registered to Winbush, in her name alone or as a co-owner, lists 741 Kings Road as her address. S.C. Code Ann. § 56-3-150 requires vehicle owners to update registrations when they change their address within thirty days of moving. Here, Winbush renewed her vehicle plate registration for her 2018 KIA on February 27, 2026. R0189.

Additionally, the same day, she renewed her vehicle plate registration for her 2015 Ford. R0190. Both times, she reports Kings Road as her primary residence. Additionally, she reports to the South Carolina Department of Motor Vehicles (SCDMV) that the owner address and the address for where the vehicles are housed as Kings Road. R0189-0190. This is not a mistake or a mere slip of the mind on the part of the Appellant. To the contrary, the SCDMV registrations were made thirty-one (31) days after she signed a Residential Lease Agreement and a Water/Sewer Agreement with the City of Anderson for Morris Lane. R0155-0157. The filings with SCDMV shows her true and actual intent not to abandon her Kings Road residency or establish a new home in Seat 5. It further shows the location of her personal property, her cars, as an additional factor the Commission could consider under §7-1-25 (D)(9). The Appellant simply uses Morris Lane and for that matter Smith Street as mere window dressing for election purposes only, as both are located within Seat 5. Winbush's failure to update any of her vehicle's registrations to reflect Morris Lane or Smith Street is a legitimate factor the Commission could weigh under §7-1-25 (D)(7).

Kings Road Register of Deed and Trust. On March 12, 2026, the same day Winbush claims to have signed a lease to "move" from Morris Lane to Smith Street due to renovations, R0008-0009, she also executed a deed transferring 741 Kings Road into a revocable family trust of which she is the sole trustee. R0025-0030, 0144-0149. This timing is probative. The creation of the revocable trust preserved her legal connection to Kings Road while nominally removing it from her personal holdings. If the Appellant was truly going to divest herself of Kings Road, she could have simply done so with a property deed transfer to her four-daughters. Instead, she created a revocable trust, whereby she, as 'Grantor,' grants, bargains, sells, and releases the Kings Road property to herself, Tonya Lashawn Winbush, as 'Grantee' and Trustee of The Fourth Star Revocable Trust dated March 12, 2026. R0025, 0144. The titling is significant as this legal document shows that Winbush, as the Grantee, used Kings Road as her Grantee's Address not her self-reported domicile of Morris Lane or Smith Street. Its sole apparent purpose was to convey Kings Road from Winbush individually to Winbush *as trustee*, a distinction without a difference for purposes of domicile, given that (i) Winbush is the trustee, (ii) the trust is revocable, (iii) Winbush's daughters live at Kings Road, and (iv) the trust's beneficiaries are Winbush's family. The transfer accomplishes precisely nothing beyond moving the legal title from one of Winbush's pockets to another.

Additionally, the Department of Veterans Affairs loan for Kings Road dated July 5, 2022, and filed with the Anderson County Register of Deeds Office on July 12, 2022, in Book: 16246 at Page: 123, shows that Winbush is the sole borrower on the thirty (30) year mortgage. R0129-0142. It is a safe assumption to conclude based upon publicly accessed records that the mortgage remains in Tonya Winbush's name and not in the name of the revocable trust.

Winbush has a real estate interest in 741 Kings Road. Although the property was deeded into a revocable trust in March 2026, Winbush is the trustee of that trust, the property is held for her family's benefit (R.0011), and the auditor's records have not been changed. Whatever paper trust now exist, they do not displace where Winbush has positioned her property and tax interests for years. No contrary documentation has been shown by Thompson, Winbush or the City.

What it accomplishes *rhetorically* is to permit Winbush to claim that, on paper, she "no longer owns" Kings Road. The Commission was within its discretion to look past that paper transfer and credit the substance over the form. The same equity principle applies with greater force where the public interest at issue is the integrity of an election. The Commission was entitled to view this transaction with scrutiny and treat it as significant evidence of her address on legal and financial documents under §7-1-25 (D)(4), real estate interests under §7-1-25 (D)(2) and address on legal and financial documents under §7-1-25 (D)(5).

Utility Meter Data. City of Anderson water records showed zero or de minimis water consumption at Morris Lane during the period Winbush claimed to have been residing there. Water service records for Morris Lane, beginning on the date she signed the City of Anderson Contract for Water and/or Sewer Service and the water service was activated, through the disconnect date of March 17, 2026, show no recorded water consumption during that entire period. R0155-0157. The meter reading on January 27th was "1013" and the meter reading on March 17th was "1013". R0042, 0159-0164. Likewise, there is no water consumption or water usage for Smith Street during the service dates of March 20, 2026, thru March 30, 2026. The meter reading on March 20th was "227" and the meter reading on March 30 was "227." R0173-0178.

Appellant is misplaced in her theory that a monthly bill charged by a utility company equates to actual usage and therefore by extension concludes and proves for election purposes her domicile. This is simply not the case. It is common knowledge that everyone who receives any type of utility service whether it is water, power or sewer knows that a utility entity charges a base

rate whether or not the service is used. Furthermore, Appellant goes on to attack this evidentiary documentation along with its evidentiary foundation. Winbush's argument is baseless and completely without merit as the Appellant relies upon the same documentation to prove she was living in Seat 5 during the time. R0009, 0042. The only conclusion the water records supports is that for the two (2) month period of January 27, 2026, thru March 30, 2026, that Winbush did not reside at Morris Lane nor did she reside at Smith Street. The Commission heard and viewed the supporting documentation without objection and was entitled to consider it. The inconsistency between claimed occupancy and meter readings was a legitimate basis for skepticism.

Continuous Kings Road Usage. By contrast, Kings Road showed consistent water usage of 400-600 gallons per month during the relevant period, usage consistent with ongoing habitation. Taken together with the driver's license and vehicle registrations, the Kings Road usage data supports an inference that Kings Road remained Winbush's actual home. R0180-0184.

Under §7-1-25 (D)(10) — residence of parents, spouse, and children. Winbush's own testimony established that her oldest daughter resides at Kings Road and her youngest daughter lives there during the summer. R.0011. The presence of her children at Kings Road, on land she described as the family's, is exactly the sort of objective family-tie evidence § 7-1-25(D)(10) was meant to capture.

Break in Residency. Appellant contends that she has lived inside the boundaries of Seat 5 since January 27, 2026. R0008. In support of her position, the Appellant relies on a short-term, month-to-month Morris Lane lease co-signed with her daughter. R0031-0040. Two recent voter registration changes. R0041, 0087. A \$42 City utilities bill. R0042. A \$26.78 Duke Energy bill. R0043-0044. A Smith Street lease also co-signed with her daughter. R0046-0086. Finally, her own self-serving testimony of intent.

Appellant admitted during her sworn testimony that she initially resided at Morris Lane when she started her candidacy but that she never stayed there “because the renovations was taking longer at the property that I bought.” R0008-0009. Furthermore, the utility records she presented to the Commission supports the position that she did not reside at Morris Lane or Smith Street. Even disregarding the City's evidence and documentation, the Appellant's own submissions and sworn testimony establish that she has not resided continuously in Seat 5 since the filing of her

Statement of Intention of Candidacy. R0092. This is a direct violation of Anderson City Ordinance §38-3 and S.C. Code Ann. §7-1-25 and thereby makes her ineligible for Anderson City Council Seat 5.

The Commission did not ignore this evidence; it weighed it against the objective indicia and found it insufficient. That is precisely the kind of credibility and weight determination that falls within the Commission's purview as factfinder and that this Court reviews only for support in the evidence. See Taylor, 363 S.C. at 14.

The 11-factor test in § 7-1-25(D) is not a tally; it is a totality assessment.

Appellant suggests that the Court "tally" the eleven factors and conclude that Winbush prevails 5 to 2. Appellant's Br. at 17. That is not the law. As Appellant concedes, "The touchstone for residence is still intent. The purpose of the 11 non-exclusive factors is to help discern intent." Appellant's Br. at 17. The factors are non-exclusive, fact-specific, and to be weighed in light of all the evidence — not counted like ballots.

Even were the factors to be tallied, Appellant's count is wrong. Subsection (D)(2) (real estate and tax assessment) favors Respondents because the records still reflect Kings Road as Winbush's assessed primary residence. Subsection (D)(3) (physical mailing address) favors Respondents because the Revocable Trust shows Kings Road as the grantee's (Winbush) address. Subsection (D)(4) favors Respondents because Kings Road appears on Winbush's driver's license and DMV records. Subsection (D)(5) (address on legal and financial documents) favors Respondents because numerous official documents — including her driver's license, vehicle registrations, and deed — bear Kings Road, the last of which was changed less than two weeks before the election. Subsection (D)(7) favors Respondents because her automobile registration lists Kings Road. Subsection (D)(9) favors Respondents because her vehicles — personal property — are registered to Kings Road. Subsection (D)(10) favors Respondents as Winbush's daughters resides at Kings Road. At most, Appellant may be able to show under Subsection (D)(8), that she used the Morris Lane or Smith Street address for club and organizational memberships. The factors do not score 5 to 2; fairly read, they score 7 to 1 in favor of Respondents, with close calls properly resolved by deference to the Commission as factfinder.

The Decision's finding that Winbush's domicile remained Kings Road is supported by substantial evidence and should not be disturbed.

III. The Commission Applied the Correct Legal Standard.

Appellant contends the Commission applied a too demanding standard by implicitly requiring all Winbush's documents to reflect addresses in Seat 5. Appellant's argument is that the Commission failed to apply a presumption favoring upholding the election. The presumption Appellant invokes does exist — but it does not aid her here.

The Commission's written Decision does not support that characterization. The Decision identified specific indicia like the Kings Road deed, driver's license, and utility data and drew the permissible inference that those facts, considered together, outweighed Winbush's claimed intent.

The Commission also properly applied the "presumption in favor of sustaining elections" standard articulated in George v. Municipal Election Com'n, 335 S.C. 182, 516 S.E.2d 206 (1999). That presumption requires the Commission to resolve close questions in favor of validity. But it is not a presumption that an individual's testimony of intent automatically establishes domicile regardless of contrary objective evidence. Here, the evidence was not close: three government-issued documents—DMV license, two vehicle registrations, and a recently executed deed—all pointed to Kings Road. The presumption in favor of election validity does not require the Commission to discard that evidence in favor of leases and voter registration updates executed on the eve of candidacy.

Appellant's reliance on Ravenel v. Dekle, 265 S.C. 364, 218 S.E.2d 521 (1975), supports the Commission. Ravenel teaches that before the Legislature's 1999 residency reforms, courts gave heavy weight to objective physical presence. Post-1999, the Legislature shifted the focus to domiciliary intent, but it did so through a multi-factor balancing test—not by making subjective testimony dispositive. The Commission conducted exactly the multi-factor analysis §7-1-25(D) contemplates and reached a conclusion the evidence supports.

Anderson City Code §38-3 commands that municipal candidates "shall be residents" of their district at the time of filing — a mandatory eligibility requirement. The Commission did not displace any presumption; it applied the law. The election it invalidated was not "conducted"

wrongly. The vote totals are not in question. The illegality is in *who was on the ballot*, and that illegality is one which Section 38-3 itself, by its mandatory text, says invalidates the candidacy.

IV. The Commission’s Hearing Procedure Did Not Violate Due Process or § 5-15-130.

Appellant makes two procedural challenges: (1) the City attorney’s unsworn presentation was improperly admitted; and (2) the Commission improperly directed City staff to investigate the protest, transforming itself into a “prosecutor.” The argument misapprehends both the role of municipal counsel in commission proceedings and the practical realities of administrative adjudication. Neither argument warrants reversal.

The City Attorney’s Presentation. The Commission’s handbook and applicable statute require it to conduct hearings “as nearly as possible” in accordance with circuit court rules. S.C. Code Ann. § 7-17-50. The Commission is composed of lay members, not lawyers. South Carolina courts have consistently recognized that administrative tribunals are not held to the same evidentiary formalism as circuit courts and that technical evidentiary objections not raised at the hearing are waived on appeal. Election commissions across South Carolina rely on municipal or county legal counsel to assist in the conduct of protest hearings. That assistance is unremarkable and, indeed, expected. Winbush’s attorney did not object to City attorney Campbell’s presentation or to his failure to be sworn. Having failed to raise the issue before the Commission, Appellant cannot raise it for the first time on appeal. See Kiawah Resort Assocs. v. S.C. Tax Comm’n, 318 S.C. 502, 508, 458 S.E.2d 542, 545 (1995).

The Commission’s Investigative Role. Nothing in § 5-15-130 prohibits an election commission from gathering information relevant to a protest it is charged with deciding. The statute directs the Commission to “decide the issues raised.” It cannot blindly discharge that obligation. Election commissions routinely utilize staff resources to assemble factual records. The Commission’s request that City staff examine Thompson’s claim. The use of publicly available records to assist the hearing was a proper exercise of its institutional function, not a due process violation. Winbush had full opportunity to respond to, cross-examine, and rebut every document placed in the record. She cannot now claim she was denied a fair hearing.

Furthermore, the City did not "prosecute" Thompson's Protest or chose sides. Thompson presented his own case, pro se, and submitted his own evidence. R.0007, 0024–0029. Winbush, represented by counsel, presented her own evidence and testimony. R.0008–012, 0031–088. The City's role was to assist the Commission by collecting the public records relevant to the residency inquiry and to make those records available to all parties for examination. The fact that the records — driver's license registrations, deeds, ACPASS extracts, City utility data, vehicle registrations — were *damaging to Winbush's position* does not transform their compilation into "prosecution." It transforms her objection into an objection to the existence of the records themselves.

First, Section 7-17-50 directs that protest hearings shall be conducted "as nearly as possible" in accordance with circuit court evidentiary rules.

Second, the records on which the Commission relied are squarely within the public-records exception to the hearsay rule, Rule 803(8), SCRE. The deed for Kings Road is a recorded public record. The driver's license is a record of the South Carolina Department of Motor Vehicles. The vehicle registrations are records of that same agency. The ACPASS extract is a public record of the Anderson County Public Access System. The water billing records are records of the City of Anderson, a public utility. *See* Rule 803(8), SCRE; *see also* S.C. Code Ann. § 19-5-510 (admissibility of public records). They are admissible without authentication.

Third, Appellant could have objected to any record at the hearing. She did not. She had counsel present. R.0007-12. Her counsel asked questions and entered her own exhibits. R.0031–0088. No objection to the public records was made on hearsay grounds at the time. The objection is therefore waived.

Appellant places considerable weight on the fact that Mr. Campbell was not formally sworn before describing the documents he had compiled for the Commission. But Mr. Campbell was not testifying. He was acting in his capacity as legal counsel to the Commission, not as a witness.

To the extent Mr. Campbell ventured statements that could be characterized as factual — those statements were tied to documents in the record, and the Commission was free to credit or discount them in light of the documents themselves. The Commission did not "rely on Campbell's testimony"; it relied on the *records* Mr. Campbell, Mr. Thompson, and Ms. Winbush

placed before it. To the extent Appellant believes those records were misinterpreted, the documents are in the appellate record, and this Court can read them itself.

The constitutional due process standard requires notice and an opportunity to be heard at a meaningful time and in a meaningful manner. Stone River Environmental Protection Ass'n v. South Carolina Dept. of Health and Environmental Control, 305 S.C. 90, 406 S.E.2d 340 (1990). Mathews v. Eldridge, 424 U.S. 319, 333 (1976). Winbush received written notice of the hearing, appeared with counsel, contested the protest, presented testimony and exhibits, and had the opportunity to cross-examine Thompson. That process satisfies due process.

V. The Commission's Failure to Observe the Forty-Eight-Hour Scheduling Deadline Was Not Prejudicial.

Appellant's final argument is that the Commission's asserted failure to comply with the 48-hour timeline in § 5-15-130 requires vacatur. As a threshold matter, this argument is on its merits a quibble about timing. Appellant's position is that within two (2) days of receiving a protest, Section 5-15-130 requires the Commission to take five actions: send notice of the hearing, conduct the hearing, decide, file the decision and record with the clerk, and send notice of the decision. Appellant argues this statutory violation requires vacating the Decision. Appellant's position would render compliance *impossible* for any contested protest with multiple witnesses, exhibits, and counsel. Statutes are not read to demand the impossible.

Section 5-15-130 requires the Commission to conduct a hearing "within forty-eight hours" of receiving the protest notice and "after due notice to the parties concerned." The protest was filed April 9th, notice was provided April 10th, and the hearing was held April 14th — five days total, including the weekend. Winbush now argues the hearing should have been held on Saturday, April 11th. This argument fails for a straightforward reason: the statute does not simply require a timely hearing — it requires *both* a timely hearing *and* due notice to the parties. These requirements work together. A hearing held on April 11th, without any confirmation that Winbush had received notice, would have been procedurally defective. The City made two attempts to notify her by personal service and by email. At no point did Winbush acknowledge receipt of the notice or indicate she would attend the April 14th hearing. Holding a hearing the very next day after notice was sent, on a Saturday, with no confirmation she was even aware of it, would have given her less than twenty-four hours to prepare and would have exposed the

Commission to a far stronger due process objection than the one she raises now. She cannot disregard the process, absorb an adverse result, and then claim the hearing should have been held sooner. That argument is not only legally weak — it is self-defeating.

Even if the Court accepts Appellant's reading and concludes the Commission was nominally late, *Appellant has shown no prejudice*. She received notice, she appeared with legal counsel, she presented evidence and testimony and argued against the protest. She has now appealed, on the merits, to this Court — and will receive thorough review here. Procedural delay that does not affect the substantive rights of the parties is not grounds for vacatur.

In Taylor, the Supreme Court squarely rejected an argument that an election commission's order needed to follow Administrative Procedures Act (APA)-style format. 363 S.C. at 15, 609 S.E.2d at 503. The Court emphasized that protest proceedings are designed to be *quick* — not to be ground to a halt by procedural quibbles when the parties have had a fair hearing. The same principle controls here. The Commission held the hearing, decided the issue, and the parties' substantive rights have been preserved. That is what § 5-15-130 requires.

Appellant's argument fails because the appropriate remedy for a procedural default turns on whether it was prejudicial to the complaining party. See Butler v. Town of Edgefield, 328 S.C. 238, 493 S.E.2d 838 (1997). Winbush does not identify any prejudice flowing from the five-day gap. To the contrary, the additional time was to her benefit: it gave her and her attorney time to prepare a detailed protest, compile multiple exhibits, and present a fully developed case. Had the hearing been conducted within forty-eight hours, she would have had less time to prepare.

The City was diligent in having the election protest hearing on April 14th. Scheduling the hearing involves more than just setting a date for it to be heard. Other factors and people are in play. Notice is required to be given to all parties: Thompson, Winbush and City residents. Appellant glosses over the fact that the forty-eight hours begins “after due notice is given to the parties concerned.” This is a fundamental and a basis requirement as set forth in Section 5-15-130 and the South Carolina Rules of Civil Procedure. Tuesday, April 14th, is well within the forty-eight-hour time frame. Any delay in scheduling the hearing was reasonable and justified under the circumstances. Convening the Municipal Election Commission required coordinating the availability of all three commissioners — a logistical constraint that, by its nature, takes time. Due process requires a hearing at a meaningful time and in a meaningful manner, but it does not require

an immediate one. A brief and necessary delay occasioned by the scheduling demands of a multi-member tribunal does not amount to a constitutional violation. Furthermore, A court reporter had to be scheduled to create an official record, and the requirements of the South Carolina Freedom of Information Act (FOIA) had to be met.

South Carolina courts construe statutes to avoid absurd results. Sloan v. Hardee, 371 S.C. 495, 499, 640 S.E.2d 457, 459 (2007). The Court should decline to void the Commission's Decision on this ground.

CONCLUSION

This appeal is not as Appellant claims a “sore loser makes vague claim in furtherance of a fishing expedition to invalidate a candidacy after the voters have spoken,” but about the integrity of the election process itself. The evidence is overwhelming that Tonya Winbush was not domiciled in Seat 5 before, during, or after the April 7, 2026, election.

The Commission heard the parties, weighed the evidence, and reached a reasoned conclusion supported by substantial objective records. Whatever Tonya Winbush's recent paperwork may say, the totality of the long-term record places her domicile at 741 Kings Road — outside Seat 5 — and renders her statutorily ineligible to serve under Anderson City Code § 38-3 and S.C. Code Ann. §7-1-25. The Decision is supported by the evidence, free of legal error, and entitled to affirmance under S.C. Code Ann. §5-15-140. For the foregoing reasons, Respondents respectfully request that the Court affirm the Decision of the Anderson Municipal Election Commission.

Respectfully submitted,

/s Rame L. Campbell

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CITY OF ANDERSON; ANDERSON

MUNICIPAL ELECTION COMMISSION; AND

COMMISSIONERS FORD, HUMPHREY, AND

FIELDS-YORK

Anderson, South Carolina

May 13, 2026

State of South Carolina
County of Anderson

Court of Common Pleas

Tonya Winbush	)	
	)	
Appellant,	)	Transcript of Record
v.	)	2026-CP-04-01100
	)	
City of Anderson, et al,	)	
	)	
	)	
	)	
Respondents.)	)	

May 15, 2026
Anderson, South Carolina

B E F O R E:

The Honorable McIntosh, Judge.

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

Christopher P. Kenney, Esquire
Attorney for the Plaintiff

Rame L. Campbell, Esquire
Attorney for the Defendant

J. Franklin McClain
Attorney for the Defendant

Lisa Scott
Circuit Court Reporter

I N D E XWITNESSPAGE

No Witnesses.

E X H I B I T SNO.DESCRIPTIONID.EVD.

No Exhibits.

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P R O C E E D I N G S

- - -

THE COURT: Do we have everybody here on the elections appeal?

MR. KENNEY: Yes, Your Honor.

THE COURT: Okay. First, does everybody agree? I want to make sure we're on the same page of standing here on this with me. At least my research, it says the Circuit Court is to apply a limited standard of review when examining the decisions of a Municipal Election Commission, reviewing only errors of law. Accepting the Commission's factual findings, unless they are wholly unsupported by the evidence. Does everybody agree with that being the standard?

MR. KENNEY: Good morning, Your Honor. Chris Kenney on behalf of Tonya Winbush. I agree that is the standard.

THE COURT: And this is your appeal?

MR. KENNEY: Yes, Your Honor.

THE COURT: You have 15 minutes. Go ahead.

MR. KENNEY: Thank you, Your Honor. May it please the Court?

THE COURT: Yes, sir.

MR. KENNEY: Chris Kenney on behalf of Tonya

1 Winbush. We're here asking the Court to reverse the
2 decision of an Anderson City Municipal Election
3 Commission, which disenfranchised the voters of Seat
4 5 who voted by a margin of two to one to elect Tonya
5 Winbush to be their city's counsel person.

6 Your Honor, where I'd like to begin is I think
7 the most probative issue is the fact that the
8 decision of the Election Commission, number one,
9 ignores the evidence that was in the record. And
10 number two, applied the wrong legal standard.

11 We cite a case on Broadhurst for the
12 proposition that an Election Commission is supposed
13 to apply every reasonable presumption in favor of
14 upholding an election result. So let me address
15 both the facts and that standard before turning to
16 some of the procedural issues.

17 Your Honor, in the materials that I'm going to
18 refer to are what we call the record here. It's
19 Bates labelled. At page one of the record, you have
20 the decision. And what the decision says is that
21 Ms. Winbush testified prior to filing for election,
22 she had relocated to Morris Lane, which everybody
23 agrees is within the district.

24 THE COURT: Do me a favor. Back me up. Give
25 me the factual history. I am not totally familiar

1 with it if you don't mind.

2 MR. KENNEY: Be happy to Your Honor.

3 THE COURT: All right, sir.

4 MR. KENNEY: The -- the relevant facts for
5 this. Ms. Winbush filed -- previously lived at
6 Kings Road. We all agree Kings Road is not in the
7 district. She moves and begins residing at Morris
8 Lane on January 26th of this year. Three days
9 later, she files a statement of intention or a
10 statement of intention of candidacy listing a sworn
11 statement file for office Morris Lane in the
12 district as her legal residence.

13 Now, it's not in the record as to when she did
14 this, but she also changed her voter -- voter
15 registration. The registration is in the record,
16 but there's no data when it was issued. Her voter
17 registration indicates that she is registered to
18 vote at Morris Lane in the district.

19 She also, in front of the Commission, came with
20 water bills, and that's at Record 159, and utility
21 bills from Duke Energy. That's at Record 42 for the
22 Morris Lane address.

23 Now, some time in March of 20 -- excuse me --
24 March 12th of 2000 -- this year, of 2026,
25 Ms. Winbush testified that she had to relocate from

1 the Morris Lane address to what we call the Smith
2 Street address. Everybody agrees Smith Street is in
3 the district. And the explanation she gave the
4 Commission was there were renovations going on at
5 Morris Lane that made it untenable for her to remain
6 there.

7 A couple of things that are relevant. One, in
8 this record, there's another lease for Smith Street.

9 THE COURT: Say that again.

10 MR. KENNEY: There's another lease. She
11 executes another lease for Smith Street in March.

12 THE COURT: Okay.

13 MR. KENNEY: Secondly, she updates her voter
14 registration again. That's in the record. It was
15 submitted to the Commission. That's at Record 45
16 and Record 87.

17 THE COURT: So what -- ultimately, what -- what
18 happened in the first case that she's appealing
19 from? I just don't know.

20 MR. KENNEY: I'm sorry, Your Honor. What?

21 THE COURT: What happened? I assume that
22 she -- was she knocked out of the run or there --
23 what was the ---

24 MR. KENNEY: Yes, sir.

25 THE COURT: Give me the history behind it.

1 That's what I'm asking you to do.

2 MR. KENNEY: Oh, I understand. She wins the
3 election two to one. On April 9th, Mr. Thompson,
4 her opponent who she defeated, filed a protest. We
5 agree the protest was timely within the statute.

6 THE COURT: Okay.

7 MR. KENNEY: The protest is two sentences.
8 Sentence number one says, "I have some information
9 that my opponent may not live in the district."
10 May. Provides no further allegation. No evidence.
11 Second sentence, "I'd like the Commission to
12 investigate." That's the protest on the 9th.

13 On the 10th, notice is sent to the candidates
14 that a hearing will be held on the 14th. And this
15 gets to some of the procedural issues. We believe
16 the hearing is untimely and it violated the statute.
17 I'll come back to it.

18 A decision -- a hearing was held on April 14th.
19 A decision of the Municipal Election Commission was
20 issued on -- it's signed on the 17th of April. And
21 then my client, through her attorney, receives a
22 copy of it on April 20th. And that decision is
23 Record 1 and Record 2. It's a two-page decision,
24 Your Honor. That's the procedural background. We
25 filed this ---

1 THE COURT: And what did the decision -- what
2 was the decision?

3 MR. KENNEY: Your Honor, the decision was that
4 Ms. Winbush did not reside in Seat 5 and therefore
5 the election was thrown out.

6 THE COURT: Gotcha. Okay.

7 MR. KENNEY: I apologize.

8 THE COURT: It's all right.

9 MR. KENNEY: How the Commission gets there is
10 twofold. Number one, you look at page one of the
11 record. They say, Ms. Winbush testified that she,
12 quote, had relocated to 309 Morris Lane, which is
13 located in Seat 5. That was her testimony in front
14 of the Commission.

15 And then it says, "She presented copies of a
16 lease, the Morris Lane property, in an application
17 for water service at the Morris Lane property."
18 That's partially correct. As I mentioned a moment
19 ago, the evidence she submitted to the Election
20 Commission included her voter registration, a Duke
21 Energy power bill, a water bill from the city. All
22 of that is in the record.

23 Then the decision goes on to say, "Pursuant to
24 the request of the Commission at the time the
25 protest was filed, the City attorneys investigated

1 the matter and presented a notebook containing
2 documents relevant to the issue."

3 Your Honor, this gets to some of the procedural
4 irregularities, and in our view, improprieties under
5 the statute, which is 5-15-130. That charges a
6 Municipal Election Commission to decide issues
7 raised concerning the result of an election.

8 Let's just be very clear, Judge. There is no
9 dispute about the result of this election. It's two
10 to one, my client defeated her opponent. What the
11 Commission did is they asked the City attorneys to
12 go conduct their own investigation. And so at
13 this ---

14 THE COURT: To did what now?

15 MR. KENNEY: To conduct their own
16 investigation, Your Honor.

17 And so on April 14th when this hearing happened
18 in front of the Commission, my client testified, as
19 I've already described, and put the documents into
20 the record that I described.

21 Mr. Thompson testified. He was the protestant.
22 He had the burden. He went first. He testified
23 that he got some information that maybe she didn't
24 live in the district, and he submitted a record that
25 he got from a public website indicating that my

1 client transferred her Kings Road property to a
2 trust. We can come back to that in a moment.

3 That transfer happened on March 12th. We don't
4 think that is really probative or proves anything,
5 Your Honor, but that was Mr. Thompson's presentation
6 at the protest. Those two witnesses were sworn.
7 They took the oath. They were not cross-examined.
8 Should've been, but they weren't.

9 But then the next thing that happened at the
10 hearing is Mr. Campbell shows up with a binder. And
11 his blinder is in the record. And he shows up with
12 17 exhibits, various documents. Never takes the
13 oath. Doesn't testify, but presents this
14 information and puts these documents into the record
15 claiming or providing an interpretation of what they
16 purportedly show. That is, in our view, a violation
17 of the Commission's duty under the statute.

18 Your Honor, it would be sort of like in this
19 civil case you got going on here this week. If you
20 thought one side wasn't doing a very good job and
21 you turned to your law clerk and said, "Hey, step
22 down from the bench and go take over for that
23 lawyer." That's what's going on here. That's what
24 happened at this hearing.

25 So the Commission and the lawyers who were

1 assisting them went from the umpire calling the
2 balls and strikes to the litigant prosecuting the
3 case against the winning candidate in service of
4 throwing out the election. And so we think it's a
5 clear violation of Section 130 and the obligation
6 to, one, decide the issues. Not litigate the
7 issues. Decide the issues. And, two, and this gets
8 to sort of the -- this issue about whether the
9 result has been contested. The statute says that
10 purpose of an election protest is to con -- is to
11 contest the result. There's no dispute about that.

12 Now, my friends on the other side, they say in
13 their brief, they say, "Well, if Winbush wasn't
14 qualified to run, if she wasn't eligible because she
15 didn't live in the district, that necessarily
16 infects the result."

17 And, Your Honor, we disagree very strongly with
18 that because the cases that, frankly, both of the
19 parties have cited to you. Cases like Taylor,
20 George, Broadhurst, Butler. All of the Municipal
21 Election cases deal with allegations about votes
22 that weren't counted, secret ballots that should've
23 been used but weren't used, voting machines that
24 opened up too late, irregular handling like the 22
25 ballots here that might've affected the result.

1 All of those cases, all of the Supreme Court's
2 precedent in this area deals with irregularities and
3 illegalities that would have changed the outcome of
4 the election. And, Judge, that gets to some ---

5 THE COURT: So are you raising and saying it's
6 your contention that a person, once they're on the
7 ballot, can never be disqualified because they don't
8 meet the standards?

9 MR. KENNEY: No, Your Honor, I'm not. And let
10 me tell you because I've had candidates disqualified
11 and removed from the ballot. I've done this in
12 other cases. The proper way to do that is to bring
13 that claim to this Court and seek a declaration
14 before the election.

15 And we cite a case called *Anderson v. South*
16 *Carolina Election Commission*. Your Honor may
17 remember it. It was a fiasco in 2012 where the
18 South Carolina Supreme Court held that because 200
19 plus candidates failed to submit statements of ---

20 THE COURT: --- EOI.

21 MR. KENNEY: You remember that one. Yes, sir.
22 Because the paperwork wasn't submitted in the right
23 statutory way, the Supreme Court held that all of
24 those candidates were ineligible to appear on the
25 ballot. Another Court's -- that Court's decision

1 trickled down to all the Circuit Courts as everybody
2 tried to find an exception to it. I'm looking at
3 those cases, too. That's one example.

4 Another example is one I did more recently in
5 2018. I believe it's 2018. We cited a brief.
6 Judge Lee in Richland County threw all candidates
7 for the South Carolina Labor Party off the ballot
8 because they had failed to abide by the statutory
9 procedure to conduct a convention in the right way.
10 They just weren't eligible to be on the ballot.

11 And, Judge, the reason -- the reason you raise
12 the eligibility of the candidate before the election
13 is twofold. One, to prevent this type of fiasco.

14 THE COURT: Does the statute specifically say
15 that, that you have to contest their eligibility
16 before the statute -- I mean, before the election?

17 MR. KENNEY: No, Your Honor. There's -- I am
18 unaware of any statute that says here is the timing.
19 What the statute that we both agree applies here is
20 5-15-130. And what the statute says is, quote, any
21 candidate may contest the result of the election as
22 reported by the managers by filing a written protest
23 of such contest together with the concise statement
24 of the grounds therefore, end quote.

25 So the way we read the statute is that it's

1 about the result. And why does that matter? There
2 are 48-hour hearing deadlines that the Commission in
3 their brief as I read it, they basically concede
4 they didn't follow it. Within 48 hours of receiving
5 that protest on April 9th, they were supposed to do
6 the following things: Notify the candidates,
7 convene a hearing, decide the issue, write a
8 decision, and file it with this Court. None of
9 those things happened within 48 hours.

10 And, Judge, if you think about it, why does the
11 statute have this 48-hour deadline? What's the
12 purpose of that? The purpose of that speaks to the
13 text which is the only thing you can contest is the
14 result. You've got to -- Judge, you've got to show
15 up at the hearing with the receipts in hand.

16 THE COURT: You're -- you have one minute.

17 MR. KENNEY: So, Your Honor, in conclusion, the
18 record is uncontradicted. My client testified she
19 resided in the district. She showed up with a
20 lease, utility bills, a voter registration. When
21 she had to move, she moved to another place in the
22 district. They give no credence whatsoever to her
23 testimony. The decision relies entirely -- it turns
24 entirely on unsworn statements by the City attorney
25 who took a bunch of public records with no

1 authentication whatsoever, put them in the record,
2 and they have construed and misconstrued them in
3 service of overturning the will of the voters.

4 It's procedurally irregular. It applies the
5 wrong standard. It is entirely inconsistent with
6 any fair reading of these facts. Your Honor, we'd
7 ask that you reverse and order the Commission to
8 certify the result.

9 THE COURT: Thank you, sir.

10 MR. KENNEY: Thank you, Judge.

11 MR. CAMPBELL: Please the Court?

12 THE COURT: Yes, sir.

13 MR. CAMPBELL: Thank you, Your Honor. Your
14 Honor, Rayme Campbell and also Frankie McClain.
15 We're here on behalf of the City of Anderson,
16 Anderson Municipal Election Commission, David Ford,
17 Clara Humphrey, and Renee Fields-York in the
18 official capacity as Commissioner for the Election
19 Commission.

20 Just want to start, Your Honor, this is about
21 the integrity of the election process. That's what
22 this whole thing is about. Someone cannot become a
23 valid candidate if they're ineligible to run to
24 begin with. Just because the results are in their
25 favor doesn't basically give them a cloak over them

1 that says now you are the valid candidate. It goes
2 to the foundations of 38-3, which is our City
3 Ordinance which says the person has to be a resident
4 of the ward or the seat they are running for.

5 Furthermore, under 7-1-25, it goes into
6 domicile and it talks about the intent of the parks.
7 To begin this election process, Ms. Winbush
8 presented the documents Mr. Kenney talked about. So
9 on paper it said, yes, she does live in the ward.
10 But after the protest was filed, we started doing an
11 investigation at the request of the Municipal
12 Election Commission. And this administrative
13 documentation, they're not lawyers. They're lay
14 people. They typically rely on us as City attorneys
15 to do some investigating, and they asked us to do
16 that.

17 The records that we presented are exactly the
18 same records they did. The same records produced
19 that say they lived in the district are the same
20 records we use to show that she wasn't living there.
21 So the bit about admissibility of records, these are
22 all public documents. They can all be publicly
23 documented and be had by anybody.

24 THE COURT: Well, let me ask you this,
25 Mr. Campbell. How do you respond to Mr. Kenney's

1 allegation that your procedure was to file an action
2 in Circuit Court to disavow her ability to be a
3 candidate as opposed to doing it in the manner it
4 was done?

5 MR. CAMPBELL: Yes, sir. First of all, the
6 Municipal Election Commission is not a vetting --
7 they don't vet. They're not in the vetting game.
8 She presented documents. She signed an oath with
9 the Municipal Election Commission when she said, "I
10 was at resident at 309 Morris Lane."

11 THE COURT: What do the documents show by the
12 way?

13 MR. CAMPBELL: I'm sorry?

14 THE COURT: I'm sorry. What do the documents
15 show?

16 MR. CAMPBELL: They're going to be on the
17 record, but the documents show that she filed a
18 candidacy of oath that she lived at Morris Lane at
19 the time she filed for this position, Seat 5, in
20 Anderson. And they also -- she presented a lease, a
21 month to month, 30-day type lease for Morris Lane,
22 and she presented a water bill from the City of
23 Anderson. And what's interesting about the bill,
24 when you look at the records, is on January, I
25 believe it's the 27th, her water usage at that

1 location was 1,013.

2 When she said she moved from that residence and
3 moved to Smith Street on March the -- it was the
4 20th, it was still exactly 10 -- 1,013. No water
5 usage. And you can take that -- you can take all of
6 these records and just move them aside because the
7 one thing they can't around is her own testimony.
8 She stated under direct exam by her lawyer that, "I
9 did not live at Morris Lane." That is the whole
10 foundation for this for her to run for this seat is
11 that she resided within that ward.

12 THE COURT: What about that he said when she
13 moved to this other location that was located within
14 the district?

15 MR. CAMPBELL: Correct. She moved. She signed
16 a lease. I believe it was on March 12th. And she
17 supposedly moved in with her daughter on March the
18 20th. The power -- the water bill showed on
19 March the 20th through March 30th that it was 227
20 gallons of water. And on end date for the 10-day
21 period was 227 gallons showing no water usage.

22 This is basically a shell game dealing with
23 residences. You know, you've seen them like -- I've
24 been to New York City where they put a ball under
25 three cups and they start moving around. It's

1 deception and slight of hand. It's the same thing
2 we're doing here, except we're using residences.
3 And when you look at all the facts, it shows she
4 never detached herself from 740 Kings Road. She did
5 a paper -- looks like it's on paper she's detached,
6 but she's never really legally moved from there.
7 She never lived in the district. Her own words says
8 she's never lived there.

9 And that, under the ordinance 38-3 and 7-1-25
10 in the domicile of the state statute, says you have
11 to live there. And it's the intent of the parties.
12 They have to stay there. She did not. So,
13 therefore, it doesn't make her a valid candidate and
14 the results don't stand because she was ineligible
15 to run because she never lived in the ward.

16 Now, other parties of this is they're talking
17 about a 48-hour notice. And the part they're
18 glossing over under Section 5-15-130, it says the
19 Municipal Election Commission shall after due notice
20 to the parties concern conduct a hearing.

21 Well, on April the 10th, we tried -- the City
22 tried to personally serve her with the notice so she
23 would have knowledge of it. She played games with
24 it. We were not able to get her personally served.
25 So Attorney Frankie McClain sent it to her by

1 e-mail. She did not respond to that. We get no
2 notice or knowledge that she even received it or
3 had -- would know when the hearing was.

4 So it happened on a Saturday. It was -- it was
5 a -- we couldn't have it on Saturday. There's no
6 way it could've been on a Saturday when we don't
7 even know she has notice. That even goes to her own
8 due process argument because then they would say we
9 didn't get due process because she wasn't noticed by
10 us because we have no proof she was noticed of it.

11 This was held on a Tuesday. You take out --
12 then we also have the weekend, but there's other
13 things in play here. You have to schedule the
14 Municipal Election Commission to be there. Anderson
15 County Election person has to be there. We have to
16 get a court reporter. We have FOIA requirements the
17 City's required to adhere to. We had to put notices
18 out, not only to the candidate but also to the
19 public.

20 So this is not a bright line rule in the sand
21 that if you don't have it within 48 hours, it -- you
22 know, it allows her to win. No, it doesn't. So
23 there's no case, there's no statute that I was able
24 to find -- find that which stated that you have to
25 do this within an exact time period. They say you

1 have to do it in a reasonable amount of time. And
2 five days from the date of the Election Commission's
3 decision through that from a Thursday through
4 Tuesday is actually pretty good getting it done and
5 all things considered.

6 Your Honor, like I say, it goes back. You can
7 look at the records. Our brief speaks for itself.
8 Mr. Kenney's brief, I know you put it -- we take
9 different takes on what the cases say, but at the
10 end of the day her own words says she did not live
11 there. And this a period of over 50 days that she
12 didn't live at Morris Lane, the same place she
13 claims the Municipal Election Commission and also to
14 the State Election Commission that as her residence.
15 And, therefore, because of this, because she's
16 playing games with a residence, they were right to
17 look at the testimony, the exhibits that were put
18 in, and decide.

19 And the City's attorney's office did not sit
20 there and side for one or the other. We presented
21 documents that are publically accessible. They can
22 think what they want. That's their decision. And
23 they determine it. They heard them. They heard the
24 testimony from the witnesses. They decided the
25 facts. And I see no error of law that they

1 committed. Everything on the facts is substantiated
2 by the evidence that is in the record.

3 And as a result, we ask you to affirm their
4 decision. And, yeah, that's it. We ask you to
5 affirm their decision on the record.

6 THE COURT: All right. I'll let you have the
7 final say, Mr. Kenney.

8 MR. KENNEY: Thank you, Your Honor. Very
9 briefly in response.

10 THE COURT: Point me to the statute that you
11 say regulates or mandates that that has to be a
12 pre-election filing to challenge somebody's
13 eligibility to run.

14 MR. KENNEY: Judge, there is no statute that
15 says that. What -- what -- what we're -- the reason
16 we had argued that the hearing was constrained to
17 the result of the election is because that's what
18 5-15-130 says.

19 THE COURT: Yeah, but you made -- you made the
20 allegation earlier that you had to bring the action
21 here to Circuit Court to challenge the person's
22 eligibility.

23 MR. KENNEY: Yes, sir.

24 THE COURT: So that had to be on some basis for
25 that, didn't it? I mean, and what is the basis for

1 it I guess I'm asking?

2 MR. KENNEY: Yes, Your Honor. In the cases
3 that -- that I've done that I personally what I've
4 argued ---

5 THE COURT: Even though you're a smart guy. I
6 haven't seen, Mr. Kenney, an appellate court case or
7 a statute, so I'm looking for a statute that says
8 that if you would.

9 MR. KENNEY: Yes, Your Honor. I mean, we
10 certainly rely on the fact that you have to be --
11 take this case. What -- what could have and should
12 have been done, if they feel so strongly about this,
13 is they could have cited the City's ordinance and
14 State statute that requires residency. You cite
15 that. You come to the Court and you say, "Your
16 Honor, the Election Commission has to prepare
17 ballots if we conduct an election and the voters
18 vote." And then we come after the fact that they've
19 thrown out the voter's votes. That's irreparable
20 injury. And every court that I've made that
21 argument to has said, "Yeah, that would be
22 irreparable injury. We ought to decide this now
23 before people vote."

24 And so we would cite the same residency --
25 residency statute that we're talking about, but the

1 point being, Your Honor, the question is what can
2 you contest after the fact? And after the fact ---

3 THE COURT: Only the results.

4 MR. KENNEY: --- five days. Yes, sir. Let me
5 respond to the other points. Mr. Campbell said
6 there's no statute that says we have to conduct this
7 procedure within 48 hours. Quote from 5-15-130,
8 second sentence, quote, Within 48 hours after filing
9 such notice," and then it goes on to layout the
10 requirements that I've described earlier. Notice, a
11 hearing, a decision, and filing that decision with
12 this Court, which they didn't do until we appealed.
13 That's -- that's one thing.

14 Second, this business about trying to serve
15 Ms. Winbush. None of that's in the record. You
16 know what is in the record is a statement of
17 intention of candidacy where she has an e-mail,
18 which they sent notice to and she received. So
19 Mr. Campbell's statements today about some service
20 or whatever, the Court can't consider it. It's not
21 in the record and it's not relevant to the statute
22 for a requirement of 48 hours.

23 Your Honor, a couple of months ago I had one of
24 these in the town of Bethune. There was an election
25 protest. And guess what? We had the protest

1 hearing on Saturday morning at 10:00 a.m. Why did
2 we do that? Because that's what the statute
3 required. They could've done that here and didn't
4 do it here. And they didn't do it here because it
5 allowed them to go and get all of these documents
6 that Mr. Campbell has represented shows something.
7 Your Honor, they don't.

8 And let me just say with respect to this water
9 bill analysis that he's describing. If you compare
10 the record at 159, 175, 180, and 181, that's Kings
11 Road, these documents that show water usage. The
12 bills at Kings Road and Morris Lane and Smith
13 Street, the water bill is \$40, \$42, and \$24. They
14 claim she's got -- she's not using any water.
15 They're billing her for water service.

16 And so, normally, Judge, like in this case
17 they're trying, if somebody wanted to bring a public
18 record and have it admitted, public records can be
19 admissible under 803. We all agree with that, but
20 someone would have to lay a foundation through
21 testimony. And that's what Mr. Campbell never took
22 the oath, never testified in front of the
23 Commission, and he wants to present that as
24 evidence. It's improper under 603. He was never
25 subject to any cross-examination.

1 The final point is this, Your Honor. You've
2 heard twice now Mr. Campbell say that Ms. Winbush
3 testified that she didn't live in the district. Not
4 true. From the Commission's own decision, page one
5 of the record, quote, "Ms. Winbush testified that
6 prior to filing for election, she had relocated to
7 309 Morris Lane, which is located in Seat 5." Their
8 decision, I assume he wrote it.

9 Second, the transcript, page eight of the
10 record.

11 "Question: Where were you residing when you
12 began your candidacy for District 5.

13 Answer: I was actually residing on Morris
14 Lane, 309 Morris Circle when I started my candidacy.

15 Question: Is 309 Morris Lane within District
16 5?

17 Answer: It is."

18 That's the transcript, page eight of the
19 record. They cite it in the decision they wrote.
20 The Commission gave her testimony no credence
21 whatsoever. They went on this fishing expedition
22 led by the City attorney's office. The umpire, it's
23 as if Your Honor came down off the bench and tried
24 this case to be put in this week. Your Honor, it's
25 improper. It violates the statute. It violates due

1 process. It also violates our State constitution.
2 We'd ask you to reverse.

3 THE COURT: Final word, Mr. Campbell.

4 MR. CAMPBELL: Your Honor, the order states it
5 was said prior to she moved there just before the
6 4/24, the election. And then she goes to say on
7 page seven that she didn't live at that place.
8 Through her own testimony she acknowledges for it in
9 the middle of March she didn't live there. That's
10 the foundation of the requirement to be a candidate.
11 She has violated.

12 Your Honor, I'm going to hand up this for
13 the -- y'all to review. These are the cases that we
14 cited, along with the statutes. I'm going to hand
15 them to Mr. Kenney so y'all can have them, but
16 they're the same ones so you don't have to look them
17 up, so...

18 THE COURT: Gentlemen, I have not read the
19 briefs and I will. Obviously, I've to get through
20 doing what I'm doing now, but I'll get to it as soon
21 as I absolutely can. I know this is pressing, so
22 I'll give you my decision as soon as I can get to
23 it. Okay.

24 (At 9:31 a.m., the proceedings concluded.)

25 - - -

C E R T I F I C A T E O F R E P O R T E R

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned, Lisa Scott, Circuit Court Reporter for the Tenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal in the Circuit Court for Anderson County, South Carolina, on the 15th day of May, 2026.

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

July 13, 2026

/s/Lisa Scott

Lisa Scott
Circuit Court Reporter

CITY OF ANDERSON
MUNICIPAL ELECTION COMMISSION

)
)
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)

DECISION

RE: PROTEST OF APRIL 7, 2026
ELECTION - SEAT 5

BEFORE THE MUNICIPAL ELECTION COMMISSION

LOCATION: CITY OF ANDERSON
401 SOUTH MAIN STREET
ANDERSON, SOUTH CAROLINA 29624
DATE: APRIL 14, 2026
TIME: 9:43 A.M.
REPORTER: FOTINI S GREGORY

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ATTORNEY FOR THE CITY.

MUNICIPAL ELECTION COMMISSION BOARD:

DAVID FORD
CLARA E. HUMPHREY
RENEE FIELDS-YORK

ALSO ATTENDING:

LAURA BOOTH
DIRECTOR OF ELECTIONS
TREY CALDWELL
DEPUTY DIRECTOR OF ELECTIONS
PAUL BROWN
WYFF

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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH
MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 MR. CAMPBELL: Good morning. We're here today
2 to address the protest that was filed by
3 Mr. Thompson regarding the election that
4 occurred on April the 7th for Seat 5 of Anderson
5 City Council. And it's a matter being brought
6 before you today. My understanding,
7 Mr. Thompson is here. He's representing
8 himself. Ms. Winbush is here, represented by
9 her attorney, Brooke Ennis. And we'll proceed
10 forward as you speak. And then first, you're
11 going to have to swear them in, and after that,
12 we can -- you'll have to swear them in.

13 MR. FORD: Okay. Who's swearing them in?

14 MR. CAMPBELL: You do.

15 MR. FORD: No. Who am I swearing in?

16 MR. CAMPBELL: You swear everybody that's going
17 to talk today.

18 MR. FORD: Let us swear in Mr. Darryl Thompson.

19 MR. THOMPSON: Yes, sir.

20 MR. FORD: And let us swear in

21 Ms. Tonya Winbush.

22 Whereupon,

23 Darryl Thompson and Tonya Winbush,
24 first being duly sworn, were examined and testified as
25 follows:

1 MR. FORD: We will now hear the protest for
2 Mr. Darryl Thompson.

3 MR. THOMPSON: Good morning. My name is
4 Darryl Thompson. I was a candidate in the
5 recent election for City Council Seat 5. I
6 protested this election due to the fact that I
7 do not believe that my opponent was a resident
8 of Seat 5 -- of Ward 5. I'm going to enter two
9 pieces of information that lead me to that
10 conclusion. One is the property record detail
11 that can be found on the Anderson County Public
12 Access System, as well as a deed that indicates
13 that Ms. Winbush lives at 741 Kings Road, which
14 is not in Ward 5. So I'm going to enter that
15 into the record, and that's my conclusion.

16 MR. MCCLAIN: Any objection?

17 MS. ENNIS: No objection.

18 (Whereupon, Mr. Thompson's Exhibit Nos. 1 and 2 were
19 marked for identification purposes.)

20 MR. FORD: Can we hear the response from
21 Ms. Tonya Winbush?

22 MS. ENNIS: Good morning. Brooke Ennis on
23 behalf of Ms. Winbush. Now, we are here today on
24 this protest hearing that has been filed in this
25 action, alleging that Ms. Winbush does not reside

1 within District 5. At this point, we would like to
2 call Ms. Winbush as a witness.

3 DIRECT EXAMINATION

4 BY MS. ENNIS:

5 Q. Good morning, Ms. Winbush.

6 A. Good morning.

7 Q. I'm going to show you an exhibit here. Can you
8 please identify this for us?

9 A. Yes. This is a South Carolina residential lease
10 agreement between me and the landlord for the address
11 of 309 Morris Lane. And it was dated on January 26,
12 2026.

13 Q. Where were you residing when you began your candidacy
14 for District 5?

15 A. I was actually residing on Morris Lane -- 309 Morris
16 Circle when I started my candidacy.

17 Q. And is 309 Morris Lane within District 5?

18 A. It is.

19 Q. All right. I'm going to pass this up for the
20 council's consideration. Now, Ms. Winbush, when you
21 resided at 309 Morris Lane, did you change your voter
22 registration?

23 A. I did.

24 Q. And what address is listed on your voter
25 registration?

1 A. 309 Morris Lane.

2 Q. All right. And I'm going to pass up a copy of your
3 voter registration as well. And did you have any
4 utility bills placed with 309 Morris Lane?

5 A. I did. I had a water bill and a city water bill and
6 Duke power.

7 Q. All right. And I'm going to pass up a copy of those
8 utility bills as well. Now, Ms. Winbush, you did not
9 stay at 309 Morris Lane, did you?

10 A. I did not.

11 Q. Why did you leave?

12 A. Because the renovations was taking longer at the
13 property that I bought. And so, because the
14 renovations were taking so long, I had to move into
15 another place that was more feasible and livable that
16 I could dwell in.

17 Q. Where did you move to?

18 A. I moved to 411 Smith Street.

19 Q. And is 411 Smith Street within the District 5?

20 A. Yes.

21 Q. All right. I'm going to hand you another exhibit
22 here. What is this?

23 A. This is a lease agreement -- a rental lease agreement
24 between me and the landlord of State South Carolina
25 property with -- that was dated on March 11th, 2026.

- 1 Q. All right. I'm going to hand this up for the
2 council's consideration as well. Now, Ms. Winbush,
3 while you were at Smith Street, did you change your
4 voter registration again to reflect that address?
- 5 A. I did.
- 6 Q. And is this a copy of your current voter
7 registration?
- 8 A. This is a copy of my current voter registration with
9 the current address of 411 Smith Drive.
- 10 Q. Thank you. I'm going to hand this up for the
11 council's consideration. All right. Ms. Winbush,
12 and you have some utility bills placed as well for
13 this address?
- 14 A. Yes. This is the water bill for 411 Smith Drive that
15 I had transferred over from Morris Lane to Smith
16 Street.
- 17 Q. All right. I'm going to hand up a copy of that
18 utility bill as well. All right. Ms. Winbush, where
19 do you currently reside?
- 20 A. I reside at 411 Smith Street.
- 21 Q. Now, you have heard testimony prior that there is a
22 residence in your name at Kings Road?
- 23 A. It is.
- 24 Q. And Kings Road is outside of District 5, correct?
- 25 A. It is.

- 1 Q. Do you currently reside at the Kings Road address?
- 2 A. I do not.
- 3 Q. What is the estate of the Kings Road address?
- 4 A. The Kings Road address is on family property, and the
5 intent and the evidence that the opponent produced is
6 a deed being placed in the trust of the property. I
7 have four daughters, and my oldest daughter lives
8 there. My youngest daughter, she lives there during
9 the summer because she's at USC. And so my whole
10 intent, because this property is a part of the family
11 property or estate, is to make sure that the property
12 gets placed in the trust and that my children
13 continue to own the property for -- for family
14 generations to come. So that was the intent.
- 15 Q. So you do not currently reside at that Kings Road
16 address?
- 17 A. I do -- I do not reside at that address. And the
18 form that was just given is actually showing that the
19 deed has been placed in a trust, so technically I no
20 longer own 741 Kings Road.
- 21 Q. And all of your personal belongings are at the Smith
22 Street address?
- 23 A. Yes.
- 24 Q. And that's where you intend to stay?
- 25 A. That's where I intend to stay.

1 Q. I have no further questions or testimony at this
2 time.

3 (Whereupon, Ms. Winbush's Exhibit Nos. 3-9 were marked for
4 identification purposes.)

5 MR. FORD: Does the city staff have any
6 information to share at this time?

7 MR. CAMPBELL: Yes, sir. Thank you, Chairman of
8 the Board. On behalf of the city, at the municipal
9 elections meeting we had with you all on April the
10 9th, regarding validating the votes that had come in
11 on April 7th, and he directed us to at least look
12 into it initially and present some facts that we
13 found. The information we found was basically
14 through the resources that the city has, as well as
15 through public access. I did -- I'll hand up the
16 notebook that I put together for you all to review.
17 I'll give one to everybody.

18 (Whereupon, Mr. Campbell's Exhibit No. 10 was marked for
19 identification purposes.)

20 MR. CAMPBELL: Okay. So today's hearing,
21 basically everything is within the time frame of
22 5-51-30. You can see here the protesting
23 election results. Mr. Thompson did file his
24 protest within 48 hours. And this hearing is
25 filed and being heard within 48 hours of notice.

1 Notice was given on April the 10th by City
2 Attorney Franklin McClain. I did that through
3 e-mail. Personal service was also attempted,
4 but we were not able to make contact with
5 Ms. Winbush. The issue that you all directed us to
6 look into is whether or not she was a resident at the
7 time she filed as an elector for Seat 5 back in
8 January, as well as at the time of the date of the
9 election. The person has to be a voter -- at least a
10 registered voter, 30 days prior to the election
11 within that board.

12 Our statute is 38-3, Qualifications for Mayor or
13 Council. And it goes through candidates seeking
14 office for -- from a particular district shall be a
15 resident of the district at the time they offer for
16 election and during their entire terms of office.
17 She filed on January 29th in this case. When she
18 filed -- Ms. Winbush, when she filed her candidacy,
19 she presented a month-to-month rental lease for
20 309 Morris Lane. That was signed on January
21 26th, and she also produced a signed water
22 contract utility. I believe that's one of the
23 exhibits that's been handed up to you all from
24 this desk. And as far as I can tell, everything
25 was proper, and she was properly performed to

1 have her name placed on the ballot.

2 I understand that the Municipal Election
3 Commission is not vetting candidacy. She provided
4 the documentation, which indicated at the time she
5 was living within Ward 5, and that she appeared to
6 be, based upon that, a valid candidate. The results
7 of the April 7th election, Ms. Winbush had 135 votes
8 and Mr. Thompson had 68. And basically, it's my
9 understanding, upon review of the 5-51-30 statute
10 regarding the procedure of the protesting election
11 result, that you all are here to determine basically
12 whether or not to validate the elections or not.
13 That's my understanding of what you all's role is in
14 this. And if it's invalidated, then given the order
15 of special election to Seat 5.

16 So I'll present what we found on our end, based
17 on the resources that we have available to us. And
18 everything is in the book that you have. The main
19 question in this, all these come down to is domicile.
20 And domicile under Section 7-125 of the South
21 Carolina Code of Laws, defined as a person's fixed
22 home, where he has an intention of returning when he
23 is absent. The person can only have one domicile.
24 The factors that you look at is the abandoned prior
25 home, established a new home, the present intent to

1 make that new place their home, and their present
2 intention to leave that place. And furthermore, go
3 into factors that can be used to determine a person's
4 intent regarding the domicile. There -- there's 11
5 that you could have, but you -- you can look at a
6 number of other factors to determine, so the list is
7 not exclusive.

8 Based on what we found and some of the
9 information that Ms. Winbush has provided, she was
10 residing at 309 Morris Lane. Some of the factors we
11 looked into were our resources, taxes, county taxes,
12 city taxes, information provided by the Department of
13 Motor Vehicles, driver's license, car tags, real
14 property, personal property, where they come back to.
15 And from what I understand, a lot of this all comes
16 back to 741 Kings Road. I'm going to go through it
17 in this. As of what we found, Ms. Winbush does not
18 pay county -- city taxes on the real, or the personal
19 property.

20 First of all, looking at the driver's license,
21 and -- and the driver's license is in here under tab
22 14. Her address is 741 Kings Road. There's -- the
23 last time an address change was done on her driver's
24 license was in February of 2003. That was at
25 1067 Whitner Drive, which is also actually out

1 there not too far off Kings Road. So there has
2 been no new address change that was done.
3 Actually, the address change, within -- when the
4 renewal was, was February 5, 2020.

5 Next, we looked at, through the DMV, the
6 car history. That can be seen in tab 15. And
7 when you look at the tag history, there's --
8 there's three vehicles that are identified in
9 Ms. Winbush's name. The first one is a 2018
10 Kia. The registration -- the renewal
11 registration, the issue of that date was
12 February the 2nd --- or February the 27th of
13 2026. So this has been a month after she was
14 living at Morris Lane. The address that was
15 given as the owner's address, as well as the
16 vehicle house address, was 741 Kings Road.
17 Another one, and since it was mentioned, she has
18 four daughters. I'm assuming this is one of her
19 daughters' names. If I'm saying it's right,
20 Bradejah?

21 MS. WINBUSH: It's Bradejah.

22 MR. CAMPBELL: Bradejah, thank you, Thomas.
23 That one was also renewed on February the 27th of
24 2026. That is in her name and Ms. Tonya Winbush's
25 name. Both of those vehicles' owner's address is

1 741 Kings Road. And the vehicle house address
2 is 741 Kings Road. There's another one that was
3 done prior to that with another **
4 Thomas, which is her other daughter. That was done
5 last August.

6 So basically, one car in her sole name is
7 still registered to 741, and the other two cars
8 that she is co-signor or co-owners with, are
9 both listed back to Kings Road. Before that, to
10 my knowledge, she's not paying any city of
11 Anderson taxes to one of the vehicles.

12 The real property in question was the 741 Kings
13 Road. That is family land. I know the Winbushes
14 have a lot of property in that area. The trust that
15 is indicated is tab six. That was created according
16 to the titles of real estate on March the 12th of
17 2026. This trust is a revocable trust, and she is
18 the trustee of the revocable trust. The -- the
19 four-star revocable trust is dated March the 12th,
20 2026, so she's technically trustee over her own
21 trust. That was filed on March 26th of this year.
22 This is -- that is two months after she had filed her
23 intention to run for candidacy and two months after
24 the Morris Lane address.

25 And I do know that when you typically change

1 your primary residence, you would have to at least
2 file something with the county -- with the county tax
3 collector's office. If you're dealing with tax
4 breaks, going from four percent to six percent,
5 that's no longer your primary residence. We did not
6 see any information regarding that, that she intended
7 to abandon that on -- on that issue.

8 Water usage, so they handed out some
9 utility bills. We looked at it. So there is a
10 contract for water and sewer for Morris Lane,
11 309 Morris Lane, it's under tab eight. That's
12 also the same exhibit that Ms. Winbush has
13 stated. Her previous address is 741. She
14 receives -- she gets city water at that address.
15 It's outside in the county, but she does receive city
16 water services, which you might understand why it has
17 E-1 in that document.

18 One thing we looked at in these bills regarding
19 309 Morris Lane is -- and this is one of the
20 documents they handed up, and we also have it. So on
21 the 309 Morris Lane, dealing with the utility bills,
22 just water -- water and sewer, I'm sorry. The date
23 on this bill is January 27th, '26. That's the day it
24 was cut on, and in the tab nine, you can see where it
25 was. It was connected, reset on 1-27-26, and then it

1 was disconnected on March 16th, '26. And if you look
2 where you see it says previous reading. The initial
3 reading on this, and you can look in the back two
4 pages of tab nine. You will see on the forms, it
5 says history registry for City of Anderson. It's
6 still 309 Morris Lane. That's in the -- in the
7 heading, Tonya Winbush is the name. The date on it,
8 1-27-26, and you -- this is the bottom line. If you
9 read across, it says, "Meter read initial water,
10 1,013." Then, you go up to March 17th, '26, the
11 first line under the heading, where it says meter
12 read final -- for the final process, it says 1013.
13 My understanding of this, that means in the 50 days
14 that she was residing in 309 Morris Lane, this water
15 was on, no water was used.

16 Furthermore, looking at the next thing to
17 dealing with is the water at 411 Smith Street.
18 She did sign a contract for the Smith Street
19 address on March the 11th. The lease started
20 actually on March the 20th. There's a gap of
21 three days there, of residency. When you look
22 at tab 11, the -- the -- so on tab 12, this is
23 the Smith Street address. This is where it --
24 it was cut off at 309. It was started back
25 on -- reconnected on 411 Smith Street in the

1 name of Ms. Winbush. The service dates is 3-20
2 through 3-30.

3 And if you look on the third page, the history
4 registry of the city, where it shows the initial
5 reading on March the 20th, '26, at 227 gallons, and
6 then on March the 30th of '26, they did a meter read,
7 it's still at 227, showing no water was used at that
8 address. If you look at tab 13, it also goes through
9 the Kings Road address. And you can look on the
10 dates starting at the top on April 10th, 2026, where
11 there's water. March 13th, '26, water. February
12 11th, '26 water, and January 13th, '26, water. And
13 you can see that there was water usage being used and
14 consumed at the 741 Kings Road at 500 gallons, 500
15 gallons, 600, 400, so there was usage there at that
16 residence.

17 And then, let me check in here. And also, when
18 you look at the -- when you look at the title of the
19 real estate on tab nine that she was handing up,
20 where she made a trust for her daughters, it's still
21 showing the grantee's address, which is her, as a
22 trustee, still at 741 Kings Road. And then, we look
23 at also the statement of economic interest and the
24 filings done. She uses her Morris Lane address that
25 the -- on her tab 17, the candidate campaign

1 disclosure review. She has 309 Morris Lane, which
2 she filed on the 15th, but she had already signed the
3 contract regarding the move to the 411 address, 411
4 Smith Street, which is not indicated on the voter --
5 South Carolina voter registration in the town of
6 Columbia. I may get the name a little bit wrong
7 there, but.

8 But overall, that is the information. Like I
9 said, it comes down to the domicile or intent to
10 leave. Let me just double check here if there's
11 anything else we should point out. And the property
12 that the deed is on, there's a quitclaim deed. It
13 was on March -- May the 18th of 2021. Based on the
14 way I've looked at it, she -- the property was
15 transferred from Brad Thomas to her. And she changed
16 her name back to her maiden name on February the 19th
17 of '21. There's also a 30-year mortgage to the DA on
18 this piece of property. It's my understanding that
19 based on what I've seen on public records, it's still
20 listed in her name.

21 Like she stated, it's been stated in the lease
22 agreement for 309 Morris Lane. She did not stay
23 there long because, basically, you have to give a
24 30-day written notice, and she would have to give a
25 notice to move out a couple weeks after she rented

1 it. So she would have done that in order to move to
2 the 411, depending on what type of construction
3 projects they were doing there. That -- that's all
4 the information. Based on your direction and the
5 resources we had available, that's what we were able
6 to release ascertaining the facts that we could find.

7 MR. FORD: At this time, we will deliberate.

8 (OFF THE RECORD)

9 MR. FORD: At this time, I'd like to call this
10 hearing back in order. I want to announce that Ms.
11 Humphrey, due to some mobility issues, she is sitting
12 back at the back, but she is still part of our
13 council here. After hearing from both parties
14 regarding the protest, we've reached the decision to
15 not certify this election at this time. And we are
16 going to turn it back over to the City Election to
17 follow the proper protocols moving forward. We can't
18 accept the election as it is. We are adjourned.
19 Thank you.

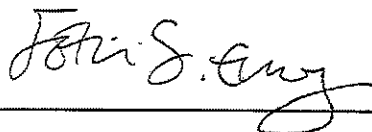
20 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED AT
21 10:30 A.M.)
22
23
24
25

CERTIFICATE OF REPORTER

I, Fotini Gregory, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing hearing was taken before me on the date and at the time and location stated on page 1 of this transcript.

That the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.



Fotini Gregory, Reporter
Notary Public for S.C.
Commission Expires: 04/25/34

1 1 5:18 1,013 17:10 1-27-26 16:25 17:8 10 10:18 1013 17:12 1067 13:25 10th 11:1 18:10 11 13:4 17:22 11th 7:25 17:19 18:12 12 17:22 12th 15:16,19 13 18:8 135 12:7 13th 18:11,12 14 13:22 15 14:6 15th 19:2 16th 17:1 17 18:25 17th 17:10 18th 19:13 19th 19:16	18:5,6,11,12 26th 11:21 15:21 27th 14:12,23 16:23 29th 11:17 2nd 14:12 3 3-20 18:1 3-30 18:2 3-9 10:3 30 11:10 30-day 19:24 30-year 19:17 309 6:11,15,17,21 7:1,4, 9 11:20 13:10 16:11,19, 21 17:6,14,24 19:1,22 30th 18:6 38-3 11:12 4 400 18:15 411 7:18,19 8:9,14,20 17:17,25 19:3 48 10:24,25 5 5 4:4 5:5,8,14 6:1,14,17 7:19 8:24 11:7 12:5,15 14:4 5-51-30 10:22 12:9 50 17:13 500 18:14 6 600 18:15 68 12:8	7 7-125 12:20 741 5:13 9:20 13:16,22 14:16 15:1,2,7,12 16:13 18:14,22 7th 4:4 10:11 12:7 9 9th 10:10 A abandon 16:7 abandoned 12:24 absent 12:23 access 5:12 10:15 action 5:25 address 4:2 6:10,24 8:4,9,13 9:1,3,4,16,17, 22 13:22,23 14:2,3,14, 15,16,25 15:1,24 16:13, 14 17:19,23 18:8,9,21, 24 19:3 agreement 6:10 7:23 19:22 all's 12:13 alleging 5:25 Anderson 4:4 5:11 15:11 17:5 appeared 12:5 April 4:4 10:9,11 11:1 12:7 18:10 area 15:14 assuming 14:18 attempted 11:3 attorney 4:9 11:2 August 15:5 B back 11:7 13:14,16	15:9 17:3,24 19:16 ballot 12:1 based 12:6,16 13:8 19:13,19 basically 10:13,21 12:8,11 15:6 19:23 began 6:13 behalf 5:23 10:8 belongings 9:21 bill 7:5 8:14,18 16:23 bills 7:4,8 8:12 16:9,18, 21 bit 19:6 board 10:8 11:11 book 12:18 bottom 17:8 bought 7:13 Brad 19:15 Bradejah 14:20,21,22 breaks 16:4 Brooke 4:9 5:22 brought 4:5 C call 6:2 campaign 18:25 CAMPBELL 4:1,14,16 10:7,20 14:22 Campbell's 10:18 candidacy 6:13,16 11:18 12:3 15:23 candidate 5:4 12:6 18:25 candidates 11:13 car 13:13 14:6 15:6 Carolina 6:9 7:24 12:21 19:5 cars 15:7 case 11:17
2 2 5:18 2003 13:24 2018 14:9 2020 14:4 2021 19:13 2026 6:12 7:25 14:13,24 15:17,20 18:10 20th 17:20 18:5 21 19:17 227 18:5,7 26 6:11 16:23 17:1,10			

Chairman 10:7	Darryl 4:18,23 5:2,4		fixed 12:21
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Main=>Real Property=>Property Search=>Select Record=>Property Detail

Property Record Detail

View Taxes

View Parcel

TAXMAP NO.

121-00-04-025-000

OLD TAMAP NO.

5596133000-001

PARENT TMS NO.

121-00-04-011

Owner Information

Current Owner

Previous Owner

Name WINBUSH TONYA L

Name THOMAS BRAD E + TONYA W

Address 741 KINGS RD

Address 889 KINGS RD

City, State ANDERSON SC

City, State ANDERSON SC

Zip 29621-1425

Zip 29621-0000

Sales Information

Date	Book#	Page#	Price	Purchaser
5/18/2021	15318	00113	\$ 1.00	WINBUSH TONYA L
12/07/2005	2004CP	00195	\$ 1.00	THOMAS BRAD E + TONYA W
6/21/2001	4237	238	\$ 1.00	THOMAS BRAD E + TONYA W
8/10/1990	1046	213		WINBUSH JAMES PERRY ET AL

Property Information

Subdivision		Tax District	005
Physical Address	741 KINGS RD	Market Value	187,220
M/H		Prior Value	144,423
		Tax Value	166,086
		Exempt	S'

Legal Description

Legal Desc 1	CP 1234/4B
Legal Desc 2	F206 D179 PP 000/0000
Legal Desc 3	KINGS RD .84 AC

Assessment Totals

YEAR	ACRES	LOTS	LAND ASMT	#BLDG	BLDG ASMT	TOT ASMT	RAT CD	RC
2025		1	1080	1	6400	7480	R	
2024		1	1080	1	6400	7480	R	
2023		1	1080	1	6400	7480	R	
2022		1	1630	1	9610	11240	C	24

Legal Disclaimer - HELP - Privacy Disclaimer

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ROA0105

RETURN TO:
DOBSON, JONES, BALL, PHILLIPS & BRIDGES, P.A.
P.O. Box 1923
Greenville, South Carolina 29602
(864) 271-8171

(Title Not Examined)

[Space Above This Line For Recording Data]

STATE OF SOUTH CAROLINA) **TITLE TO REAL ESTATE**
) **GRANTEE'S ADDRESS:**
COUNTY OF ANDERSON) 741 Kings Road
Anderson, SC 29621

KNOW ALL MEN BY THESE PRESENTS, that Tonya L. Winbush, hereinafter referred to as the "Grantor" in the State and County aforesaid, in consideration of the sum of One Dollar and no/100 (\$1.00), and other good and valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by the Grantee, hereinafter named, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the following named Grantee, to-wit: Tonya Lashawn Winbush, as Trustee of The Fourth Star Revocable Trust dated March 12, 2026, its successors and assigns forever, in fee simple, the following described property:

See Attached Schedule A

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining; TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, its successors and assigns forever.

AND, the Grantor does hereby bind the Grantor, and the Grantor's heirs or assigns, personal representatives and administrators, to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.



ROA0106

ELECTRONICALLY FILED - 2026 APR 25 11:06 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401000

WITNESS the execution hereof this 12th day of March, 2026.

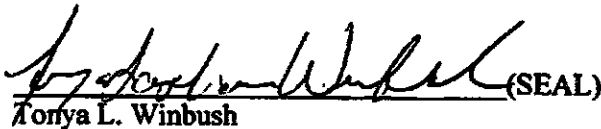
Signed, Sealed and Delivered
in the Presence of:



1st Witness



2nd Witness

 (SEAL)
Toriya L. Winbush

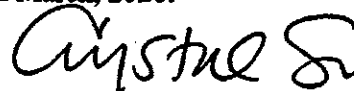
STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, Crystal Splawn, a Notary Public do hereby certify that the within named Grantor personally appeared before this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal this 12th day of March, 2026.



Notary Public for South Carolina
My Commission Expires: 1/10/2030

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Electronically Filed - 2026 Mar 27 11:05 AM - ANDERSON COMMON PLEAS CASE#2026CP0401100

Schedule A

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Anderson, containing 0.84 acre, more or less, on a plat prepared by Michael L. Henderson, PS #6946, dated May 30, 2001, and recorded in Plat Book S1234 at Page 4B, records of Anderson County, South Carolina, reference to which is invited for a more complete and accurate description.

This being the same property conveyed unto the Grantor herein by quitclaim deed of Brad E. Thomas and Tonya W. Thomas, dated May 18, 2021, and recorded with the Register of Deeds Office for Anderson County on May 19, 2021, in Deed Book 15318 at Page 113.

This conveyance is subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record affecting the above-described property and to such matters as would appear from a current resurvey of the property.

Tax Map No.: 121-00-04-025

STATE OF SOUTH CAROLINA

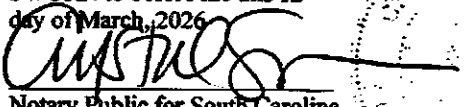
COUNTY OF GREENVILLE

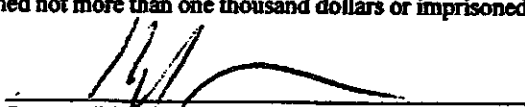
)
)
)
Affidavit

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 741 Kings Road, Anderson, SC 29621, bearing Anderson County Tax Map Number 121-00-04-025, was transferred by Tonya L. Winbush to Tonya Lashawn Winbush, Trustee of The Fourth Star Revocable Trust on March 12, 2026.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (see information section of affidavit):
8 - Transfer to Trust (If exempt, please skip items 4 - 7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which _____ is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here)
 - (c) Subtract line 6(b) from line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 12th
day of March, 2026


Notary Public for South Carolina
My Commission Expires: 11/01/2030


Responsible Person Connected with the Transaction

MICHAEL BRIDGES

INFORMATION

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

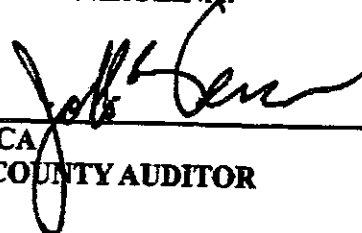
Exempted from the fee are deeds:

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

STATE OF SOUTH CAROLINA

COUNTY AUDITOR
CERTIFICATE

I HEREBY CERTIFY THAT THE WITHIN DEED
(BOOK 18572 PAGE 18139 HAS BEEN
ENTERED OF RECORD IN THE OFFICE OF THE
COUNTY AUDITOR FOR ANDERSON COUNTY,
PURSUANT TO SECTION 12-39-260, CODE OF
LAWS OF SOUTH CAROLINA.


JOHN P. BENCA
ANDERSON COUNTY AUDITOR

THIS DEED (BOOK 18572 PAGE 18139) MEETS
THE STATUTORY REQUIREMENTS NECESSARY FOR
RECORDING, BUT MAY NOT BE SUFFICIENT TO
PROPERLY TRANSFER TITLE ON COUNTY TAX
RECORDS. ALL RIGHTS, RESPONSIBILITIES AND
OBLIGATIONS ULTIMATELY REMAIN WITH THE
GRANTOR.

STATE OF SOUTH CAROLINA

Robert L. Mclean, county assessor
COUNTY OF ANDERSON, Certification

I hereby certify that the within
deed (Book 18572 Page 18139)
has been identified and located on the
records of the Assessor's Office pursuant to
Section 7, Act 208 of 1975.



SOUTH CAROLINA RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This Residential Lease Agreement ("Agreement") made on the undersigned date is between:

Landlord's Name: Demetrius Carson
Mailing Address: P.O. Box 34, Anderson, South Carolina, 29622

Tenant's Name: Tonya Winbush

Occupants: Azariah Thomas

2. **PROPERTY.**

Property Address: 309 Morris Ln, Anderson, South Carolina, 29625
Residence Type: Single-Family Home
Bedroom(s): 2 Bathroom(s): 1

3. **FURNITURE.**

The Property is not furnished.

4. **APPLIANCES.**

The Property has no appliances.

5. **RENT.**

Monthly Rent: \$800.00
Due Date: 28th day of each month, provided this would cover the subsequent month. For example, "February" rent would be due on January 28th, and would consist of January 29th through February 28th, and so on.
Acceptable Payment Methods: any lawful method not objected to by one or both parties.

6. **TERM.**

This Agreement is a month-to-month lease with a start date of January 28, 2026 and terminates upon either the Landlord or Tenant providing written notice of at least 30 days or the minimum statutory period required under Governing Law, whichever is greater.

7. **EARLY MOVE-IN.**

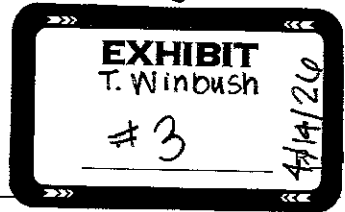
The Tenant is eligible to move-in to the Property before the Start Date. The Tenant can move in on January 26 2026. There shall be no pro-rated rent. The Tenant is able to move in early without the requirement to pay rent or any fee..

8. **SECURITY DEPOSIT.**

Deposit Amount: \$1,200.00
Returning to Tenant: 30 days or the statutory timeframe required under law, whichever is greater.

9. **PRE-PAYMENT OF RENT.**

TW 1/26/26



The Tenant is not required to pre-pay rent other than the 1st month's rent amount which is due at the signing of this Agreement.

10. LATE RENT.

If Rent is paid after the due date, the Tenant will not be charged a late fee. However, this will not infringe on the Landlord's right to begin eviction proceedings with the local court.

11. NSF FEE.

No fee shall be charged to the Tenant for any check not honored by the Landlord's financial institution due to non-sufficient funds (NSF), a stop payment, or any other reason.

12. PARKING.

1 parking space(s) is/are provided to the Tenant by the Landlord for no fee.

13. UTILITIES & SERVICES.

The Landlord is not responsible for any utilities and services.

14. PETS

The Landlord allows pets on the Property. There is no restrictions on the types of pets allowed on the Property. The Tenant is not required to pay a pet fee..

15. MOVE-IN INSPECTION.

No move-in inspection is required to be completed as part of this Agreement. If a move-in inspection is conducted, it shall be recognized as valid if completed and signed by both the Landlord and Tenant.

16. SMOKING POLICY.

Smoking is permitted only in the following areas: outside, but not in the house.

Despite being allowed on the Property, the Tenant is responsible for any damage, odors, or lasting effects caused by the smoking. If repairs or deep cleanings are needed due to the Tenant's smoking usage, it shall be deducted from the Security Deposit or billed separately upon termination of tenancy.

17. RENTERS INSURANCE.

The Tenant is not legally obligated to obtain or maintain renters insurance as part of this Agreement. However, the Tenant can obtain such insurance for their own benefit.

18. SUBLETTING.

The Tenant shall not have the right to sublet the Property or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant shall be responsible for all actions and liabilities of the subtenant, including but not limited to any damage to the Property, non-payment of rent, eviction procedures, and any other liability related to the Property. In the event of an eviction, the Tenant shall be

TW 1/20/20

responsible for all court filing fees, legal representation, and any other liabilities in connection with removing the subtenant. The express written consent from the Landlord for one sublet agreement shall not authorize consent for any subsequent sublet agreements, and in such case, the Tenant must seek consent from the Landlord for the subsequent sublet agreement.

19. NOTICES.

If notice is sent by either Party, it shall be sent to:

Landlord

Landlord's Name: Demetrius Carson

Mailing Address: P.O. Box 34, Anderson, South Carolina, 29622

Tenant

Tenant's Name: Tonya Winbush

Mailing Address: 309 Morris Ln, Anderson, South Carolina, 29625

20. AUTHORIZED PERSONS.

Unless the Landlord gives written, electronic, or verbal communication to the Tenant, there are no other persons allowed on or in the Property.

21. LEAD-BASED PAINT DISCLOSURE.

The Property was constructed prior to January 1, 1978. Therefore, the Landlord is required to give the Tenant a "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and the brochure "Protect Your Family From Lead in Your Home." With the Tenant's signature on this Agreement, they acknowledge receipt of both required disclosure forms, whether attached to this Agreement or given to them separately.

22. DEFINITIONS. The terms mentioned in this Agreement are defined below:

- a.) Abandonment. If the Tenant vacates or abandons the Property for a period of up to seven days without informing the Landlord, the Tenant will be considered in default of this Agreement. If the Landlord believes the Tenant has vacated and abandoned the Property, the Landlord is entitled to inspect the Property by providing 24 hours' notice or the timeframe required under Governing Law, whichever is greater.
- b.) Access. Upon the start of the Proration Period or the Term, whichever is earlier, the Landlord agrees to provide entry to the Tenant in the form of keys, fobs, cards, or any type of keyless access to the Property and any shared Common Areas. Access to the Property shall be given after the successful payment and receipt of the amounts required at the execution of this Agreement.
- c.) Additional Occupants. Also referred to simply as "Occupants," these are individuals who have a legal right to reside on the Property under the Tenant. The Tenant agrees to bear any and all responsibility and liability for any actions caused, directly or indirectly, by an Occupant.
- d.) Disclosures. The Disclosures mentioned in this Agreement, whether or not they are attached, are accepted, acknowledged, and understood by the Tenant upon executing this Agreement.
- e.) Early Move-In. If the Tenant is permitted an Early Move-In, and any pro-rated rent is required to be paid, such payment must be made by the Tenant at the execution of this Agreement. If applicable and

TW 1/26/26

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- i.) Standard Lease. If a standard lease is selected in Section 6, and the Landlord does not renew this Agreement by its end date, the Tenant must vacate and deliver possession to the Property by midnight (12:00) local time on the last day of the Term.
- ii.) Month-to-Month Lease. If a month-to-month lease is selected in Section 6, either Party may terminate this Agreement by using the Termination Period mentioned or the minimum required under Governing Law, whichever is greater.
- v.) Utilities & Services. The Tenant is responsible for any Utilities & Services not mentioned as the Landlord's responsibility.
- w.) Violation of this Agreement. If the Tenant violates this Agreement, and more than one individual is named as a Tenant, they shall jointly be liable for all obligations under this Agreement, including but not limited to Rent, damage to the Property, outstanding utility bills, and any other liability.

23. MISCELLANEOUS TERMS.

- a.) Active Military.
 - i.) Right to Terminate. Under the Servicemembers Civil Relief Act, the Tenant has the right to terminate this Agreement under the following conditions:
 - 1.) Permanent Change of Station. If the Tenant's station is moved by 50 miles or more from the Property; or
 - 2.) Deployment. If the Tenant is deployed with a military unit for a period of not less than 90 days.
 - ii.) Notice. For the Tenant to exercise termination under this section, written notice of termination and a copy of the official orders or a verification signed by the Tenant's commanding officer shall suffice.
 - iii.) Termination Effective Date. Under such termination, it shall be made effective 30 days after the first date on which the next rental payment is due after the notice of termination is delivered to the Landlord. No penalties or fees for early termination shall be charged to the Tenant. However, the Tenant is responsible for all Rent payments prior to the termination date.
 - iv.) Security Deposit. Upon such termination, the Landlord shall return the amount paid by the Tenant as a Security Deposit in accordance with this Agreement.
- b.) Alterations. The Tenant is not allowed to alter, modify, or change the Property in any manner.
- c.) Compliance with Local Laws. The Tenant agrees, during the Term, to adhere to all local, State, and Federal laws regarding any ordinances, orders, rules, and regulations.
- d.) Delivery and Possession. To the best of their knowledge, the Landlord declares that they will deliver possession of the Property in a habitable condition with all utilities and services in working order. This includes being free of any pests, mold, leaks, or repairs needed that could affect the Tenant's living standards.
 - i.) Returning to Landlord. Upon the termination of this Agreement, the Tenant shall be obligated to return the Property in the same or similar condition upon moving out, wear and tear excepted.
- e.) Dispute Resolution. Should a dispute arise from this Agreement, the Parties agree to attempt an amicable resolution. If unresolved, disputes shall be settled by binding arbitration within the Governing Law, following the rules of a mutually agreed-upon arbitration association. The prevailing Party may recover reasonable attorney fees. This Agreement is governed by the Governing Law.
- f.) Equal Housing. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Property unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairments of the Tenant are encouraged to be provided and presented to the Landlord in writing to seek the most appropriate solution for providing modifications to the Property.
- g.) Indemnification. The Tenant shall indemnify and hold the Landlord harmless against all losses, damages, liabilities, claims, and expenses (including attorney's fees) incurred by the Landlord arising out of or related to the Tenant's use or occupancy of the Property, except to the extent caused by the gross negligence or willful misconduct of the Landlord. This indemnification will survive the termination of this Agreement.

TW 1/26/20

h.) Maintenance. Any maintenance required to maintain the Property's condition of habitability shall be the Landlord's responsibility, provided that it is not the result of the Tenant's negligence.

i.) Occupancy. Within 48 hours of the Tenant's occupancy in the Property, they accept that the Property is in working order and in a habitable condition.

j.) Right of Entry. The Landlord shall have the right to enter the Property, in accordance with Governing law or by providing 24 hours' notice, whichever is greater, for the following reasons:

- i.) Maintenance and repairs;
- ii.) Inspections;
- iii.) Property showings;
- iv.) Lease violations;
- v.) Emergencies; or
- vi.) Per local, State, or Federal laws.

k.) Right of Quiet Enjoyment. Both Parties shall have the right to quiet enjoyment of the Property, which shall not be infringed upon.

i.) Tenant's Right. The Tenant has the right to enjoy the Property without disruptive interference from the Landlord or other tenants. Any other disturbance outside the Landlord's power to mitigate shall be the responsibility of the Tenant to report to the appropriate authorities and cooperate with the Landlord in any reasonable measures to resolve the issue.

ii.) Landlord's Right. The Landlord and any other surrounding tenants have the right to enjoy the Property without disruptive interference by the Tenant. A violation of this section by the Tenant shall be considered a breach of this Agreement.

l.) Sale of Property. Upon the sale of the Property, the Landlord shall forward the new owner's contact information, and this Agreement shall be assigned to the Landlord accordingly. This Agreement shall continue in the event of a sale.

m.) Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

n.) Subletting. Subletting is not allowed.

24. DEFAULT.

a.) Tenant's Default. A default by the Tenant shall occur if the Tenant fails to pay Rent or any other payment required by this Agreement the day after it is due, including any grace periods provided under Governing Law. Default shall also occur if the Tenant violates any other term or condition of this Agreement and fails to cure such violation within 5 days after receiving written notice of the violation from the Landlord, or the notice period as required under Governing Law, whichever is greater. Upon default, the Landlord may exercise any remedy available under this Agreement or Governing Law, including but not limited to the termination of this Agreement, repossession of the Property, and initiation of legal proceedings to recover unpaid Rent and other claimed damages.

b.) Landlord's Default. A default by the Landlord shall occur if the Landlord fails to perform any of its obligations under this Agreement, and such failure continues for 10 days after the Tenant gives the Landlord written notice of such failure. Upon default, the Tenant may exercise any remedy available under this Agreement or applicable law, including but not limited to the right to terminate this Agreement, deduct the cost of repairs from future rent payments, and/or seek damages or specific performance through legal action.

c.) Notice of Default. Any notice required under this section shall be given in writing and shall be deemed sufficiently given if delivered in person or sent by registered or certified mail, return receipt requested, to the other Party at the address set forth in this Agreement or to such other address as either Party may have provided by written notice.

25. PROHIBITED ACTIONS.

TW 1/26/20

- a.) Assignment. The Tenant has no rights to assign this Agreement to any other party unless written approval has been granted by the Landlord. The Landlord is prohibited from assigning this Agreement unless there is a change of Property ownership.
- b.) Hazardous Materials. The Tenant agrees not to possess, store, or use any items or substances with flammable or explosive characteristics on the Property, including but not limited to gasoline, compressed gases, kerosene, motor oil, fireworks, or any other substances deemed ignitable or hazardous.
- c.) Illegal Activity. The Tenant agrees to comply with all applicable laws, ordinances, and regulations. The Tenant, their Guests, and any other Occupant shall not engage in any illegal activities anywhere on the Property, including but not limited to the leased premises, Common Areas, Parking, and surrounding property. This prohibition extends to all illegal activities, including but not limited to the manufacture, sale, distribution, use, or possession of illegal substances, theft, and violent behavior. Any violation of this clause constitutes a material breach of this Agreement and grounds for immediate termination of tenancy and eviction. Additionally, the Tenant shall be held liable for any damages resulting from such illegal activities, including but not limited to repairs, legal fees, loss of rent, and any other expenses incurred by the Landlord due to the Tenant's illegal activities.
- d.) Residential Use Only. The Tenant agrees to use the Property for residential purposes only. The Landlord must grant written approval if the Tenant uses the Property for any other purpose.
- e.) Waterbeds. The Tenant is prohibited from using any type of bed, mattress, or sleeping aid containing any type of liquid.

26. NO CO-SIGNER.

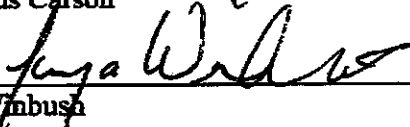
There is no co-signer to this Agreement, who is an individual other than the Tenant that personally guarantees the successful performance of this Agreement.

27. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties with regard to the subjects herein. It includes any attachments or addenda and supersedes all prior negotiations, understandings, and agreements among the Parties. Both Landlord and Tenant hereby acknowledge and agree to be bound by the terms and conditions set forth until the expiration or earlier termination of the Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord's Signature:  Date: 1/26/26
Print Name: Demetrius Carson

Tenant's Signature:  Date: 1/26/26
Print Name: Tonya Winbush

TW 1/26/26

AMOUNT DUE AT SIGNING

First (1st) Month's Rent: \$800.00

Security Deposit: \$1,200.00

Parking Fee: \$ 0.00

EEEBRONDALEY FILED 2026 MAY 27 11:06 AM ANDERSON COMMON FILE AS SCASHE 2026 04 01 0000

tw 1/26/26

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR
LEAD-BASED PAINT HAZARDS**

This disclosure form is for housing built before 1978 and may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE

1. Lead-Based Paint. Presence of lead-based paint and/or hazards: (check one)

☒ - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☐ - Known lead-based paint and/or hazards are present in the housing: (explain)

2. Records & Reports. Records and reports to the lessor: (check one)

☒ - Lessor has no reports or records pertaining to lead-based paint and/or hazards in the housing.

☐ - Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or hazards in the housing. (list documents below)

ACKNOWLEDGMENT & SIGNATURE

(initial)

n/a TW - Lessee received copies of all information listed above.

yes TW Lessee received the pamphlet "Protect Your Family from Lead in Your Home."

n/a TW Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord's Signature: *Demetrius Lewis* Date: 1/26/24

Tenant's Signature: *[Signature]* Date: 1/26/24

TW 1/26/24

SOUTH CAROLINA LEASE DISCLOSURES

1.) **Unequal Deposits.** If the landlord rents more than four adjoining units and imposes different standards for calculating the required security deposit for different tenants, they must disclose these standards to prospective tenants

2.) **Landlord/Manager/Agent Disclosure.** The Landlord or any person authorized to enter into this Agreement on his or her behalf shall disclose to the Tenant in writing, at or before the commencement of the tenancy, the name, address, and number of (1) the person authorized to manage the premises; and (2) an owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands.

3.) **Lead-Based Paint Disclosure & EPA Pamphlet.** The Landlord of a building constructed before 1978 must provide certain notices to the Tenant to disclose the possible existence of lead-based paint hazards on the Property.

EEECTRONICALLY FILED 2026 APR 7 05:10 AM MANDERSON NC COMMONS FILE AS SCASE#202604040000

TW 1/26/26

You are now registered to vote in the State of South Carolina. Your official notification of registration is attached. To vote at your polling place, you must present one of the following types of identification:

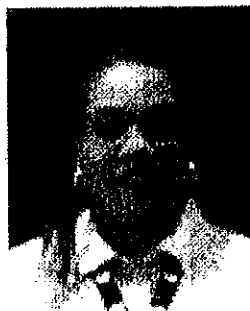
- * S.C. Driver's License
- * ID Card issued by S.C. Department of Motor Vehicles
- * S.C. Voter Registration Card with Photo
- * Federal Military ID
- * U.S. Passport

Congr	Senate	House	County Council	School	SchoolAL	City Council	Munic
03	04	008	02	55	SD5	A5	051

Misc1

009

This stub along with the attached notification may be used as a
VOTER REGISTRATION CARD with PHOTO
 To use as a photo ID, DO NOT DETACH STUB.



STATE OF S.C. VOTER REGISTRATION NOTIFICATION

COUNTY: Anderson

PRECINCT: Anderson 6/2

REG. NO: 044273307

REG. DATE: 10/6/2000

Winbush, Tonya W
 309 Morris Ln
 Anderson, SC 29625

Tonya W. Winbush
 SIGNATURE OF ELECTOR

FOLD HERE

SEX: Female

RACE: Black/AA

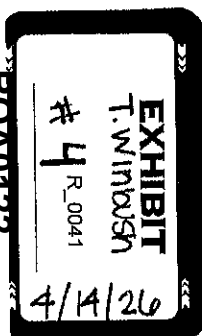
DOB: 11/29/1974

VOTE AT:

Southwood Academy of the Arts A
 1110 Southwood St
 Anderson, SC 29624

Laura R. Booth

COUNTY/STATE ELECTION OFFICIAL



Electric City Utilities

601 South Main St
Anderson, SC 29624

Phone Number: 864-260-6347

Office Hours: 8:30 - 5:00 M-F

To Report an after-hours EMERGENCY ONLY

Call: 1-800-925-1043

To pay online visit www.cityofandersonsc.com
To pay over the phone please call 1-844-323-4109
Drop Box located in rear of building - "NO CASH"



Account Number	Bill Date
500094215	03/14/2026
PIN #	DUE DATE:
B3A36684	04/03/2026
Service Dates: 01/27/2026 thru 03/05/2026	
Service Address: 309 MORRIS LN	



TONYA L WINBUSH
309 MORRIS LN
ANDERSON, SC 29625

Last Bill	Payments (Credits)	Adjustments	Past Due	New Charges	TOTAL DUE
0.00	(60.00)	60.00	0.00	42.00	42.00

METER CONSUMPTION INFORMATION			
DESCRIPTION	PREVIOUS	CURRENT	USAGE (CF)
WATER	1013	1013	

CURRENT ACTIVITY	
CAPITAL FEE	\$5.00
SANITATION CART FEE	\$5.50
STORM WATER FEE	\$4.50
SEWER BILLED	\$12.85
WATER BILLED	\$14.15
TOTAL NEW CHARGES	42.00
PAY THIS AMOUNT BY 04/03/2026	42.00

Due date applies to current charges ONLY.
Any past due balance is subject to disconnect now.
Please allow 7 days for mailing your payment.

Important Messages

Please return this portion with payment.

Bill Date:	Service Address:	Account Number	Past Due After:
03/14/2026	309 MORRIS LN	500094215	04/03/2026
Total Amount Due:		Payment Amount:	
42.00			



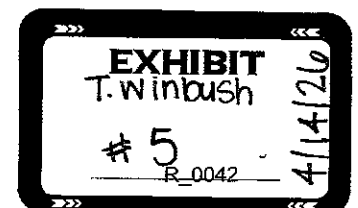
TONYA L WINBUSH
309 MORRIS LN
ANDERSON, SC 29625

(Please write account number on check.)
Make check payable & remit to:



Electric City Utilities
City of Anderson
PO Box 100146
Columbia, SC 29202-3146

500094215090000000042000000000000001



ROA0123

ELECTRONICALLY FILED - 2026 May 27 1:06 AM ANDERSON COMMON PLEAS SC CASE#2026CPD040000

Billing details - Electric

Billing Period - Feb 21 26 to Mar 23 26	
Meter - 79911794	
Basic Customer Charge	\$11.96
Energy Charge	13.00
Fixed Monthly Leaf 50C Charge	0.52
Storm Recovery Charge	
95.000 kWh @ \$0.00458300	0.44
Summary of Rider Adjustments	-0.42
Total Current Charges	\$25.50

Your current rate is Residential Service (RS).

For a complete listing of all South Carolina rates and riders, visit duke-energy.com/rates

The PSCSC approved the Storm Recovery Charge to address costs from repairing damage to the electric grid from past severe weather (hurricanes, flooding, severe ice, etc.). Visit duke-energy.com/SRC learn more.

A rider is a mechanism used to recover costs or credit customers for programs, purchases or regional policy initiatives that are outside of standard base rates. The Summary of Rider Adjustments line item found in the Billing Details includes: demand-side management and energy efficiency program costs, pension costs, a credit for tax savings, as well as a shareholder funded credit for Residential customers. For additional detail, please visit duke-energy.com/rates to view the Summary of Rider Adjustments tariff found within the Index of Rate Schedules tab. Each of the individual rider tariffs are located under the Retail Riders heading.

Billing details - Taxes

Municipal Fee	\$1.28
Total Taxes	\$1.28

ELECTRONICALLY FILED - 2026 Mar 23 11:09 AM ANDERSON COMMON PLEAS CASE#2026CP001000

Rental Agreement between:
Upstate SC Properties LLC
and
Tonya Winbush, Azariah Thomas
Dated: 03/11/2026

Summary of Key Information

Property Address:	411 Smith St, Anderson, SC 29624	
Lease Start Date:	03/20/2026	See section 1.5
Lease End Date:	03/31/2027	See section 1.5
Total Monthly Rent:	\$1,075.00	See section 1.6
Monthly Rent Amount:	\$1,075.00	See section 1.6
Monthly Pet Rent:	N/A	See section 1.6
Pro-Rated Rent Amount:	N/A	See section 1.10
Total Deposit(s):	\$1,075.00	See section 1.8
Security Deposit:	\$1,075.00	See section 1.8
Pet Deposit:	N/A	See section 1.8
Other Deposit:	N/A	See section 1.8
Move-in Fee Amount:	N/A	See section 1.9
Late Fee:	N/A	

The above summary table is provided as a reference. The Agreement will control if there is a conflict.



Record on Appeal Vol. 2

(R.0046–0087)

ELECTRONICALLY FILED - 2028 MAY 01 10:18 AM ANDERSON COMMON PLEAS CASE#2028002011000

South Carolina Residential Rental Agreement ("Agreement")

1. GENERAL INFORMATION

1.1 DATE

The date of this Agreement is **03/11/2026**.

1.2 TENANT(S)

The Tenant(s) herein is/are:

Tenant Name	Tenant Email	Tenant Phone
Tonya Winbush	tonyawinbush@gmail.com	(864) 933-0729
Azariah Thomas	azariahnaomi02@gmail.com	(864) 824-3206

If more than one person is named above as Tenant, all persons named shall have joint and several liability as to the obligations of Tenant herein, and all references to Tenant, although stated in the singular, shall apply as appropriate as if written in the plural.

The address of Tenant, for purposes of mailing notices is:

411 Smith St, Anderson, SC 29624

1.3 LANDLORD

The Landlord herein is:

Landlord Name	Landlord Email	Landlord Phone
Upstate SC Properties LLC	justinwcclemson@gmail.com	(864) 245-5256

Landlord manages the Premises (as defined below) as the owner. Landlord is authorized to accept service of process, notices and demands.

The address of Landlord, for purposes of mailing payments and notices, is:

1208 N Main St, Anderson, SC 29621

ELECTRONICALLY FILED 2026 MAR 27 05:06 AM ANDERSON COUNTY CLERK OF COURT CASE # 2026-040900

1.4 RENTAL PROPERTY

The property herein, known as (the "Premises") is the structure or the part of a structure that is used as a home, residence, or sleeping place by the Tenant who maintains a household there.

Property Address	Unit / Apt #	City	State	Zip
411 Smith St		Anderson	SC	29624

1.5 TERM

The Term herein shall be as follows:

Lease Start Date: **03/20/2026**

Lease Type:

- ☐ **Month-to-Month:** a month-to-month lease terminates by Landlord or Tenant giving the other Party (defined below) to this Agreement thirty days written notice
- ☒ **Fixed Term:** for a period ending on: **03/31/2027**

In the event Fixed Term is selected above, upon expiration of the Fixed Term, Landlord and Tenant (collectively known as "Parties", or individually as "Party") agree that the following shall occur by default:

- ☒ **Continue as Month-to-Month:** the lease shall automatically be renewed on a month-to-month basis.
- ☐ **Terminate:** the lease shall automatically terminate at the conclusion of the initial Fixed Term.

1.6 RENT

Rent for the Term hereof shall be payable, in advance, on or before 5pm on the 1st day of each month ("Due Date"), regardless of whether that day is a Saturday, Sunday, or Holiday, in equal installments of ONE THOUSAND, SEVENTY-FIVE (\$1,075.00)

Monthly Base Rent:	\$1,075.00
Additional Monthly Pet Rent:	N/A
Total Monthly Rent:	\$1,075.00

1.7 FORM OF RENT PAYMENTS

All payments shall be made to Landlord without demand at Landlord's mailing address such that they can be received on or before the Due Date. Landlord's acceptance of Rent from a person other than the Tenant shall not be a waiver of any right and shall not constitute acceptance of such person as a Tenant. All payments for Rent should be made via one of the following methods:

Payments Allowed:	☐ Cash ☐ Personal Check ☐ Cashier's Check ☐ Money Order ☐ ACH / Direct Deposit ☒ Rent Payments by TurboTenant
--------------------------	---

1.8 SECURITY DEPOSIT AND OTHER DEPOSITS

Upon the due execution of this Agreement, Tenant shall deposit with Landlord the following deposit amount(s):

Security Deposit:	\$1,075.00
Pet Deposit:	N/A
Other Deposit:	N/A

1.9 NONREFUNDABLE FEES

Upon the due execution of this Agreement, Tenant shall pay to Landlord the following non-refundable fee(s):

Nonrefundable Fee(s):	N/A
-----------------------	-----

1.10 PRORATED RENT

Upon the due execution of this Agreement, Tenant shall pay to Landlord the following amount representing the amount due for the partial first month of the Term ("Prorated Rent"):

Prorated Rent:	N/A
----------------	-----

1.11 UTILITIES AND OTHER SERVICES

Landlord and Tenant agree that Utilities and Other Services (listed below) will be the responsibility of, and paid for by, Tenant, in addition to Rent, as outlined below:

Utility or Other Service	Responsibility
Electricity	Tenant
Sewer / Septic	Tenant
Trash	Tenant
Water	Tenant
Cable / Satellite	Tenant
Gas	Tenant
HOA / Condo Fee	Tenant
Internet	Tenant
Landscaping	Tenant
Phone	Tenant
Snow Removal	Tenant

Tenant's obligation to pay the above Utilities or Other Services shall include any and all seasonal fees, late fees, installation or connection fees and maintenance charges. Failure by Tenant to comply with the above responsibility for Utilities or Other Services will constitute a default to this Agreement and Landlord may terminate this Agreement. If Tenant fails to notify the service provider or does not assume responsibility of billing as of the Lease Start Date of this Agreement or cancels the Utilities or Other Services prior to the termination of this Agreement, which results in the account being billed to Landlord, Tenant's Utilities or Other Services will be paid and charged back to Tenant in addition to Rent.

1.12 ADDITIONAL OCCUPANTS

In addition to Tenant, the following individuals (if any) may occupy the Premises ("Additional Occupants"):

Additional Occupant Name	Age	Relationship
N/A	N/A	N/A

1.13 PETS

Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere on the Premises unless so authorized in writing.

- ☐ Tenant shall not bring, keep, "baby-sit", or maintain any pet on the Premises.
- ☒ This Agreement grants permission to Tenant to keep the below named pet(s), subject to the following:

Type (dog, cat, etc.)	Breed	Weight (lbs)	Age (years)
Dog	Miniature Poodle		

Tenant agrees that Landlord has the right to request Tenant to remove a pet permanently from the Premises if pet becomes a nuisance, causes disturbances, or damages the Premises or personal property belonging to the Premises. Pets of guests are not allowed on the Premises.

1.14 SMOKING

The Premises are designated as a property where smoking is:

- ☐ Not Permitted
- ☐ Permitted
- ☒ Permitted Outdoors Only

For the purposes of clarifying and restricting its use, the term "Smoking" is defined to include the use of cigarettes, pipes, cigars, electronic vaporizing or aerosol devices, or other devices intended for the inhalation of tobacco, marijuana, or similar substances. Tenant understands and agrees that any damage caused by Smoking shall not constitute ordinary wear and tear. Landlord may deduct from the Security Deposit all damages and/or costs for the cleaning or repairing of any damage caused by or related to Smoking, including but not limited to: deodorizing the Premises, sealing and painting the walls and ceiling, and/or repairing or replacing the carpet and pads.

1.15 TENANT INSURANCE

Landlord shall not insure Tenant for any personal injury or property damage. Tenant is:

- ☒ **Required to buy and maintain renters or liability insurance.** Tenant shall provide Landlord with evidence of required insurance prior to Tenant moving into Premises and upon request during the Term.
- ☐ **Not required to buy renters or liability insurance,** however it is strongly recommended to protect Tenant, Tenant's family, Tenant's invitees, and/or guests, and all personal property on the Premises and/or in any common areas from any and all damages.

1.16 KEYS

Tenant acknowledges receipt of the following keys:

Key Type	Number of copies
Property	2

Tenant shall return these keys, garage door openers, and all copies made of these keys to Landlord upon termination of the Agreement. Tenant is responsible for the cost of rekeying if all keys are not returned upon vacating.

1.17 ADDITIONAL TERMS

The following Additional Terms (as defined below) will become a part of this Agreement and will supersede any conflicting terms of this Agreement:

Additional Terms:

The move-in date is March 20, 2026 and because this is not the first of the month, a pro-rated rent amount of \$416.13 is charged for March 20 to March 31, 2026.

The full \$1,075.00 will be required at move-in, and the \$416.13 pro-rated amount will be due on April 1, 2026 (The first full month).

For consideration of Rent and adherence to the covenants in this Agreement by the Tenant, the Landlord leases to the Tenant the Premises for the Term.

2. SPECIAL PROVISIONS

THE PARTIES FURTHER AGREE TO THE FOLLOWING SPECIAL PROVISIONS:

2.1 LATE RENT

No late fee policy

2.2 BAD CHECKS / NSF FEES

If a personal check or ACH draft is returned by Tenant's bank for any reason, a charge of twenty dollars (\$20.00) shall be added to Rent for the month, and Tenant shall not be current with Rent as long as said charge is not paid. If Rent payment is late, or if Tenant's electronic or personal check is returned due to insufficient funds, uncollected or unpaid, Landlord may require that all subsequent payments be made by cashier's check or money order.

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2.3 NOTICE TO TENANT

Notice to Tenant may be given in accordance with applicable law to the address of the Premises listed above, or to such other place as designated by Tenant in writing as the place for receipt of notices, or, in the absence of such designation, to Tenant's last known address.

2.4 SECURITY DEPOSIT PROVISIONS

Upon the due execution of this Agreement, Tenant shall deposit with Landlord a security deposit referenced in Section 1.8. Such deposit shall be returned to Tenant, and less any set-off for unpaid rent, unpaid late fees, unpaid utilities, damages, or any other money owing Landlord, following the notice requirements and timeframes, in accordance with the terms of this section and applicable laws.

2.5 USE OF PREMISES / OCCUPANCY LIMITS

The Premises shall be occupied as a residence exclusively by the Tenant and the Additional Occupant(s). To the extent allowed by applicable law, Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the upkeep, use, occupancy, and preservation of the Premises. To the extent allowed by applicable law, Tenant shall indemnify Landlord against, and reimburse Landlord for, any fines, charges, damages, costs, or fees, including reasonable attorney fees, incurred or paid by Landlord as a result of any noncompliance of the occupancy limits by Tenant. No person who is not a Tenant or Additional Occupant(s) may occupy the Premises, except that Tenant may allow one guest to stay with Tenant for a maximum period of fifteen (15) days every six (6) months, provided that such guest at all times maintains a separate residence. Any guest who stays in excess of this amount shall be considered an unauthorized occupant.

2.6 CONDITION OF PREMISES

Tenant acknowledges that prior to occupying the Premises, Tenant has examined the Premises and is satisfied with the condition, subject to those items specifically stated on the Property Condition Report (or like-titled document). By accepting possession of the Premises, Tenant acknowledges and agrees that no repairs or cleaning are required or requested. Tenant agrees and accepts the Premises "As Is" condition, and that no warranty or guarantees are expressed or implied by Landlord. In the event that not all Tenants can be present at the time of move-in, the acceptance of the condition by one or more than one Tenant(s) shall be sufficient as to establishing the condition at the start of the Term.

2.7 MAINTENANCE AND COMMUNICATION METHODS

Condition and Repair Obligations

Tenant acknowledges that the Premises (including all fixtures, furniture, furnishings, and appliances) are in good and habitable condition, working order, and repair as of the lease start date. Any exceptions must be noted on the Property Condition Report.

Tenant's General Responsibilities

Tenant shall:

- **Tenant shall keep the Premises in good order and condition, and immediately pay for any repairs caused by Tenant's negligence or misuse, that of their guests, or Additional Occupant(s).**
- Keep the Premises clean, sanitary, and in good order and condition.
- Immediately pay for repairs caused by the negligence or misuse of Tenant, their guests, or Additional Occupant(s).
- Maintain and test all smoke and carbon monoxide alarms/detectors as required by law, regulation, or this Agreement (at least once every six months is advised).
- Not commit any waste upon the Premises or any act that may disturb the quiet enjoyment of neighbors.
- Not paint, wallpaper, redecorate, renovate, or otherwise alter the Premises without the Owner's express, prior, written consent.

Failure to report a problem immediately may result in Tenant being held liable for damages caused by the delay in addressing the issue.

Tenant Reporting and Repair Process

Tenant must immediately notify Landlord in writing upon first discovering any need for repairs, maintenance, or signs of serious building problems (e.g., foundation cracks, tilting porch, moisture, leaky roof, spongy floor, leaks, appliance malfunction, pest infestations, electrical issues).

1. **Written Requests:** All non-emergency repair requests must be submitted in writing to the Landlord using the designated communication methods selected below.
2. **Basic Troubleshooting:** Tenant is expected to perform necessary troubleshooting of common issues like resetting electrical or GFI breakers, before submitting a request.
3. **Required Details:** The request must include a detailed explanation of the issue, steps taken to resolve it, and at least two photos.
4. **Vendor Scheduling:** Once a vendor is assigned, Tenant must promptly communicate directly with the vendor to schedule the repair. The Landlord is not obligated to accompany the vendor.
5. **Tenant Presence & Fees:** Tenant understands they may be required to be present during the repair. Tenant is responsible for any cancellation or no-show fees charged by the vendor due to Tenant's action or inaction (e.g., canceling within 24 hours of the appointment).

6. **Completion Notification:** Tenant must notify Landlord of the results of any repair (completion, insufficiency, or lack thereof) within 24 hours of the work being performed.

Landlord's Obligation

Landlord will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e., dangerous, hazardous conditions, or those that affect habitability) as required by state law.

Communication Methods

The parties agree that the following communication methods have been agreed to by the parties:

Communication Methods Allowed:	☒ Online Maintenance Requests via TurboTenant ☐ US Mail ☐ Email ☐ Text Message ☐ Other
---------------------------------------	--

2.8 NOTIFICATION OF BUILDING PROBLEMS OR REPAIRS NEEDED

Tenant shall keep the Premises in good order and condition, and immediately pay for any repairs caused by Tenant's negligence or misuse, that of their guests or Additional Occupant(s). Tenant agrees to notify Landlord immediately upon first discovering any repairs or maintenance needed, or signs of serious building problems, including but not limited to: a crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, any leaking or running water, appliance malfunction, and/or electrical shorting or sparks. Failure to report a problem may create a situation where the Tenant will be liable for damages due to the problem not being addressed sooner. Notwithstanding anything to the contrary in this Agreement, Landlord will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e., dangerous or hazardous conditions).

2.9 ENTRY/ACCESS TO PREMISES BY LANDLORD

Landlord shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting and exhibiting the Premises and all buildings and improvements thereon. In non-emergency situations, Landlord will make a good faith effort to notify Tenant at least 24 hours prior to entry, and having made such good faith effort shall enter as necessary. In an emergency situation, or if a repair is requested by Tenant, Landlord is permitted to enter immediately without prior notice. Tenant understands that Landlord may show the Premises to prospective tenants, purchasers, or lenders at any time with proper notice. Landlord shall further have the right to display "for sale", "for rent", or "vacancy" signs in or about the Premises.

2.10 ABSENCES

Tenant is required to notify Landlord in writing of any anticipated absence from the Premises in excess of seven (7) days, and shall make arrangements for the Premises to be routinely checked on during absence. Such written notice must be provided no later than the first day of any such absence. Landlord may enter the Premises at any time for any reasonable purpose during Tenant's absence.

2.11 FAIR HOUSING

The federal Fair Housing Act prohibits discrimination based on race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status and disability. All Parties to this Agreement shall act according to said law or any other classification protected by federal, state, or local law applicable in the jurisdiction where the Premises is located.

2.12 DAMAGE TO PREMISES

In the event the Premises are destroyed or rendered wholly untenable by fire, storm, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Agreement continue according to the terms.

2.13 SECURITY DEVICES AND EXTERIOR DOOR LOCKS

Tenant shall not add or change any: lock, locking device, bolt or latch on the Premises without the express written consent of Landlord. All notices or requests by Tenant for: rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant, in advance, and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.

2.14 UTILITIES AND OTHER SERVICES

Landlord is not responsible for any discomfort, inconvenience, or damage of any kind caused by the interruption or failure of any Utilities or Other Services. Landlord is not responsible for outages or lapses caused by outside providers or for Tenant's use thereof. Any billing methods described herein may be changed by Landlord by providing Tenant with thirty (30) days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Tenant acknowledges that in certain situations it is necessary to make a change to the billing method.

2.15 SMOKE / CARBON MONOXIDE DETECTORS

Smoke and carbon monoxide (if applicable) detectors (hereinafter referred to collectively as "Detectors") have been installed at the Premises. Upon commencement of this Agreement, Landlord and Tenant have verified that the Detectors in the Premises are in good working order. Tenant agrees to keep the Detectors operational at all times and take no measures to render them non-operational or to diminish their effectiveness. Tenant agrees to perform the manufacturer's recommended test on Detectors and to report the failure of any such test, or any other apparent malfunction of the Detectors to Landlord immediately upon discovery in writing. Tenant acknowledges that the Detectors may be battery operated and agrees to replace the batteries, at Tenant's expense, promptly, as needed, for the duration of their stay at the Premises.

2.16 NOTICE TO TENANT REGARDING NON-PAYMENT OF RENT

IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit.

3. GENERAL PROVISIONS

THE PARTIES FURTHER AGREE TO THE FOLLOWING GENERAL PROVISIONS:

3.1 ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, subletting, or license shall not be deemed to be consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

3.2 ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations to the buildings on the Premises or construct any building, or make any other improvements (including painting of any kind) on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord, and remain on the Premises at the expiration of this Agreement. Notwithstanding the foregoing, the Landlord may require the Tenant at Tenant's sole cost and expense, to remove such improvements at the expiration of this Agreement and return the Premises to its original condition at the commencement of this Agreement.

3.3 HAZARDOUS MATERIALS

Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company.

3.4 MOLD AND MILDEW DISCLOSURE

Prior to commencement of this Agreement, Landlord and Tenant have visually inspected the Premises and observed no visible mold or mildew, obvious water leaks, or presence of excess moisture conducive to mold growth, unless expressly noted on the Condition of Premises (or like-titled document). Landlord is not representing that a significant mold problem exists or does not exist on the Premises, as such a determination may only be made by a qualified inspector. Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. Tenant further acknowledges and agrees that Landlord, who has provided this section, is not liable for any action based on the presence of or propensity for mold in the property. Instead, Tenant must promptly notify Landlord in writing of a condition that poses a hazard to property, health, or safety. Landlord will take appropriate action to comply with applicable law, subject to any exceptions for natural disasters and other casualty losses.

3.5 LEAD-BASED PAINT DISCLOSURE AND WARNING STATEMENT

Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposures are especially harmful to children and pregnant women. Before renting pre-1978 housing, Landlord must disclose any known presence of lead-based paint, lead-based paint hazards, and/or records or reports of lead-based paint in the dwelling. Tenant must also receive a federally-approved pamphlet on lead poisoning prevention.

3.6 MODIFICATION

This Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the Parties hereto.

3.7 CREDIT REPORTING DISCLOSURE

Tenant is hereby notified that a negative credit report statement may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of this Agreement.

3.8 MILITARY PERSONNEL CLAUSE / FAMILY VIOLENCE / SEX OFFENSES OR STALKING

The federal Servicemembers Civil Relief Act allows a Tenant to terminate this Agreement, under certain circumstances, if they enlist, are moved, or are drafted or commissioned in the U.S. Armed Forces. Tenants may have additional rights, under state or local laws, to terminate this Agreement early in certain situations involving family violence, certain sexual offenses, or stalking. All Parties to this Agreement shall act according to any such federal, state, or local law applicable in the jurisdiction where the Premises is located.

3.9 MATERIALITY OF APPLICATION TO RENT

All representations made by Tenant on the application (or like-titled document) (defined as "Application to Rent") are material to the grant of this Agreement, and the Agreement is granted only on the condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application to Rent, Landlord may deem Tenant to be in breach of this Agreement and shall be good cause for termination.

3.10 SUBORDINATION OF LEASE

This Agreement and Tenant's interest hereunder are, and shall be, subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances.

3.11 CHOICE OF LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA. All Parties to this Agreement, including Third Party Guarantors, if any, expressly consent to the venue of the courts of the county in which the Premises is located.

3.12 SURRENDER OF PREMISES

Upon the expiration of the Term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof excepted. For purposes of this Agreement, Tenant has "surrendered" the Premises when: (i) the move-out date has passed and no one is living in the Premises in Landlord's reasonable judgment; or (ii) the keys and access devices listed in this Agreement have been turned in to Landlord, whichever happens first. Surrender, abandonment, or judicial eviction ends Tenant's right of possession for all purposes, and gives Landlord the immediate right to clean up, make repairs in, and relet the Premises; determine any Security Deposit deductions; and remove property left in the Premises.

3.13 QUIET ENJOYMENT

Tenant, upon payment of all of the sums referred to herein as being payable by Tenant, and Tenant's performance of all Tenant's agreements contained herein, and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term hereof.

3.14 COMPLIANCE WITH LAWS

Tenant shall not violate any law or ordinance (federal, state, or local), or commit or permit any waste or nuisance in or about the Premises, or in any way annoy any other person residing within three hundred (300) feet of the Premises. Such actions shall be a material and irreparable violation of the Agreement and good cause for termination of Agreement.

3.15 ABANDONMENT

If at any time during the Term Tenant abandons the Premises, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired Term, and may receive and collect all Rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired Term, if this Agreement had continued in force, and the net Rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in accordance with applicable law, and Landlord is hereby relieved of all liability for doing so. For purposes of this Agreement, Tenant has "abandoned" the Premises when all of the following have occurred: (i) Tenant appears to have moved out in Landlord's reasonable judgment; (ii) clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment; (iii) Tenant has been in default for nonpayment of Rent for five (5) consecutive days, or water, gas, or electric service for the Premises not connected in Landlord's name has been terminated or transferred; and (iv) Tenant has not responded for two (2) days to Landlord's notice left on the inside of the main entry door stating that Landlord considers the Premises abandoned. The Premises is also considered abandoned ten (10) days after the death of a sole Tenant.

3.16 NO REPRESENTATIONS

Tenant acknowledges that Landlord has not made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Tenant acknowledges that Landlord does not warrant or guarantee the safety or security of Tenant or his or her guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest, invitee and Additional Occupant(s) is responsible for protecting his or her own person and property.

3.17 ATTORNEY / COLLECTION FEES

To the extent allowed under applicable law, should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, or a collection company to recover any financial loss, including the collection of Rent or gaining possession of the Premises, Tenant agrees to pay all related legal and/or collection expenses so incurred.

3.18 SEVERABILITY

If any provision of this Agreement or the application thereof shall, for any and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

3.19 TIME

Time is of the essence to the terms of this Agreement.

3.20 INDEMNIFICATION

To the maximum extent permitted under applicable law, Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, Additional Occupant(s), guests, invitees, agents, or employees, or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.

3.21 DESCRIPTIVE HEADINGS

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

3.22 NON WAIVER

No indulgence, waiver, election, or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

3.23 ENTIRE AGREEMENT

The foregoing Agreement constitutes the entire Agreement between the Parties and supersedes any online, oral, or written representations or agreements that may have been made by either Party. Further, Tenant represents that he or she has relied solely on his or her own judgment, experience, and expertise in entering into this Agreement with Landlord.

4. SIGNATURES

THE TENANT UNDERSTANDS THAT THE EXECUTION OF THIS AGREEMENT ENTAILS AN IMPORTANT DECISION THAT HAS LEGAL IMPLICATIONS. TENANT IS ADVISED TO SEEK HIS OR HER OWN COUNSEL, LEGAL OR OTHERWISE, REGARDING THE EXECUTION OF THIS AGREEMENT. TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO IT, AND HAS BEEN GIVEN A COPY. ELECTRONIC SIGNATURES MAY BE USED TO EXECUTE THIS AGREEMENT. IF USED, THE PARTIES ACKNOWLEDGE THAT ONCE THE ELECTRONIC SIGNATURE PROCESS IS COMPLETED, THE ELECTRONIC SIGNATURES ON THIS AGREEMENT WILL BE AS BINDING AS IF THE SIGNATURES WERE PHYSICALLY SIGNED BY HAND.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

TENANT(S):

Name: Tonya Winbush Sign: *Tonya Winbush* Date: 03 / 11 / 2026

Name: Azariah Thomas Sign: *Azariah Thomas* Date: 03 / 11 / 2026

LANDLORD(S):

Authorized
Signer

Name: Gregory Whitfield Sign: *G. Whitfield* Date: 03 / 12 / 2026

Company
Name: Upstate SC Properties
LLC

LEAD-BASED PAINT DISCLOSURE

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure:

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ☐ Landlord has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial): TW AT

(c) Tenant has read the Lead Warning Statement above and understands its contents.

(d) Tenant has received copies of all information listed above.

(e) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

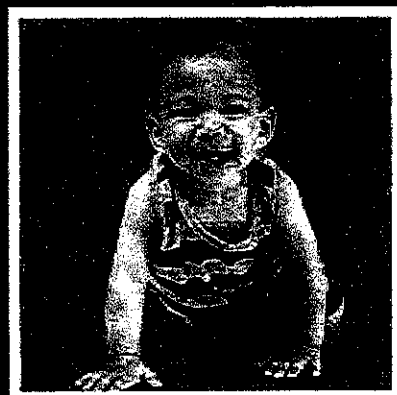
TENANT(S):

Name: Tonya Winbush Sign: Tonya Winbush Date: 03 / 11 / 2026

Name: Azariah Thomas Sign: Azariah Thomas Date: 03 / 11 / 2026

LANDLORD(S):

ROA0146



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

January 2020

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

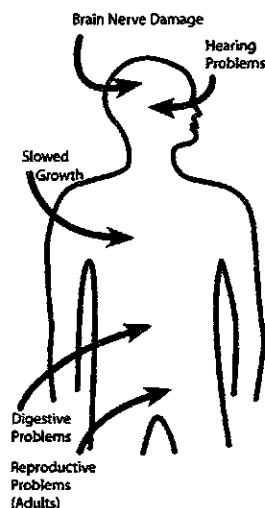
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.⁵

⁵ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
January 2020

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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File name	lease_agreement-716571.pdf
Document ID	67b72c5ebdef700b8ffd11422885d26249fe9a93
Audit trail date format	MM / DD / YYYY
Status	• Signed

This document was requested on rental.turbotenant.com and signed on rental.turbotenant.com

Document History



03 / 11 / 2026
20:36:51 UTC

Sent for signature to Upstate SC Properties LLC (justinwclmson@gmail.com), Tonya Winbush (tonyawinbush@gmail.com) and Azariah Thomas (azariahnaomi02@gmail.com) by esign@turbotenant.com acting on behalf of justinwclmson@gmail.com
IP: 75.136.139.111



03 / 11 / 2026
20:40:25 UTC

Viewed by Azariah Thomas (azariahnaomi02@gmail.com)
IP: 174.196.7.127



03 / 11 / 2026
23:50:21 UTC

Signed by Azariah Thomas (azariahnaomi02@gmail.com)
IP: 174.196.7.127



03 / 12 / 2026
00:57:29 UTC

Viewed by Tonya Winbush (tonyawinbush@gmail.com)
IP: 97.129.154.98

Title	411 Smith St Lease Agreement - 03/20/2026
File name	lease_agreement-716571.pdf
Document ID	67b72c5ebdef700b8ffd11422885d26249fe9a93
Audit trail date format	MM / DD / YYYY
Status	• Signed

This document was requested on rental.turbotenant.com and signed on rental.turbotenant.com

Document History


SIGNED

03 / 12 / 2026
01:10:18 UTC

Signed by Tonya Winbush (tonyawinbush@gmail.com)
IP: 97.129.154.98


VIEWED

03 / 12 / 2026
15:07:06 UTC

Viewed by Upstate SC Properties LLC
(justinwclmson@gmail.com)
IP: 75.136.139.111


SIGNED

03 / 12 / 2026
15:07:50 UTC

Signed by Upstate SC Properties LLC
(justinwclmson@gmail.com)
IP: 75.136.139.111


COMPLETED

03 / 12 / 2026
15:07:50 UTC

The document has been completed.

- * S.C. Driver's License
- * ID Card issued by S.C. Department of Motor Vehicles
- * S.C. Voter Registration Card with Photo
- * Federal Military ID
- * U.S. Passport

Winbush, Tonya W
411 Smith St
Anderson, SC 29624

Southwood Academy of the Arts B
1110 Southwood St
Anderson, SC 29624

ELECTRONICALLY FILED - 2026 May 05 11:19 AM ANDERSON COMMON PLEAS CASE#2026CP0401100

Record on Appeal Vol. 3

(R.0088–0155)

ELECTRONICALLY FILED 2022 MAR 7 05:19 AM ANDERSON COMMON PLEAS CASE#2026CP040100

Call: 1-800-925-1043

ELECTRONICALLY FILED - 2026 MAY 2 05 1:06 PM ANDERSON COMMON PLEAS CASE#2026CP040100



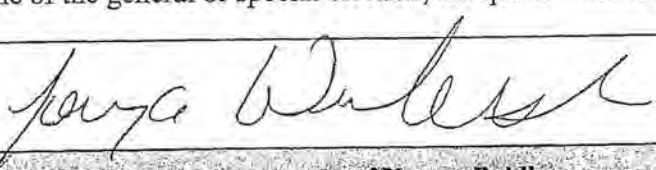
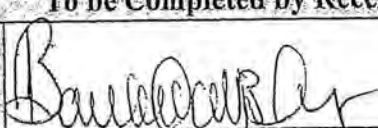
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Statement of Intention of Candidacy - Nonpartisan

This form must be submitted in person.

- This form must be completed by a candidate seeking nonpartisan office. Contact the receiving authority for filing deadlines.
- The S.C. Constitution prohibits a person who has been convicted of a felony from filing for public office for 15 years after the completion of the sentence, including probation and parole time, unless previously pardoned.

Name	Tonya Winbush				
Office	Anderson City Council Seat 5				
County or City	Anderson	Election Date	April 7 2026		
Address	309 Morris Ln	City	Anderson	Zip	29625
Email Address	tonyawinbush@gmail.com				
Telephone	Cell	(864) 933-0729	Home	same	Work
Voter Registration Number		044273307			
Guidelines for a Candidate's Name to appear on the ballot					
- A given name or a derivative may be used - The name may not contain quotations, parentheses, or other distinguishing marks - Nicknames are allowed if they are used in good faith for honest purposes and do not: - Imply professional or social status - Include an office or military rank - Exceed 15 letters					
Name as you wish it to appear on ballot (please print)	Tonya Winbush				
Candidate's Oath					
I affirm I meet, or will meet by the time of the general or special election, the qualifications for this office.					
Candidate's Signature					
For use if candidate signs in presence of Notary Public					
Name of Notary Public				My Commission Expires	
Signature of Notary Public				Date	
To be Completed by Receiving Authority					
Election Official Signature				Filing Fee Amount Paid	
Date Received	1-29-26	Time Received	9:46 am	☐ SEC ☒ Anderson	County Board

South Carolina SC USA DRIVER'S LICENSE DL

11/29/1974

4d DL#:

1 WINBUSH

2 TONYA LASHAWN

3 741 KINGS RD

4 ANDERSON SC 296211425

5 DOB:

6a Issued: 02/05/2020

6b Expires: 02/05/2028

7 Sex: F

8 Hgt: 5'05"

9 Wgt: 180 lb

10 Eyes: BRO

11 Class: D

12 End: None

13 Restrictions: None

14 0400040202274381533

15 Governor

SOUTH CAROLINA RESIDENTIAL LEASE AGREEMENT

1. THE PARTIES. This Residential Lease Agreement ("Agreement") made on the undersigned date is between:

Landlord's Name: **Demetrius Carson**

Mailing Address: P.O. Box 34, Anderson, South Carolina, 29622

Tenant's Name: **Tonya Winbush**

Occupants: Azariah Thomas

2. PROPERTY.

Property Address: 309 Morris Ln, Anderson, South Carolina, 29625

Residence Type: Single-Family Home

Bedroom(s): 2 Bathroom(s): 1

3. FURNITURE.

The Property is not furnished.

4. APPLIANCES.

The Property has no appliances.

5. RENT.

Monthly Rent: \$800.00

Due Date: 28th day of each month, provided this would cover the subsequent month. For example, "February" rent would be due on January 28th, and would consist of January 29th through February 28th, and so on.

Acceptable Payment Methods: any lawful method not objected to by one or both parties.

6. TERM.

This Agreement is a month-to-month lease with a start date of January 28, 2026 and terminates upon either the Landlord or Tenant providing written notice of at least 30 days or the minimum statutory period required under Governing Law, whichever is greater.

7. EARLY MOVE-IN.

The Tenant is eligible to move-in to the Property before the Start Date. The Tenant can move in on January 26 2026. There shall be no pro-rated rent. The Tenant is able to move in early without the requirement to pay rent or any fee..

8. SECURITY DEPOSIT.

Deposit Amount: \$1,200.00

Returning to Tenant: 30 days or the statutory timeframe required under law, whichever is greater.

9. PRE-PAYMENT OF RENT.

TW 1/26/26

- a.) Assignment. The Tenant has no rights to assign this Agreement to any other party unless written approval has been granted by the Landlord. The Landlord is prohibited from assigning this Agreement unless there is a change of Property ownership.
- b.) Hazardous Materials. The Tenant agrees not to possess, store, or use any items or substances with flammable or explosive characteristics on the Property, including but not limited to gasoline, compressed gases, kerosene, motor oil, fireworks, or any other substances deemed ignitable or hazardous.
- c.) Illegal Activity. The Tenant agrees to comply with all applicable laws, ordinances, and regulations. The Tenant, their Guests, and any other Occupant shall not engage in any illegal activities anywhere on the Property, including but not limited to the leased premises, Common Areas, Parking, and surrounding property. This prohibition extends to all illegal activities, including but not limited to the manufacture, sale, distribution, use, or possession of illegal substances, theft, and violent behavior. Any violation of this clause constitutes a material breach of this Agreement and grounds for immediate termination of tenancy and eviction. Additionally, the Tenant shall be held liable for any damages resulting from such illegal activities, including but not limited to repairs, legal fees, loss of rent, and any other expenses incurred by the Landlord due to the Tenant's illegal activities.
- d.) Residential Use Only. The Tenant agrees to use the Property for residential purposes only. The Landlord must grant written approval if the Tenant uses the Property for any other purpose.
- e.) Waterbeds. The Tenant is prohibited from using any type of bed, mattress, or sleeping aid containing any type of liquid.

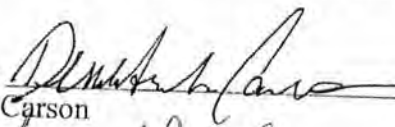
26. NO CO-SIGNER.

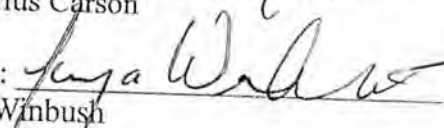
There is no co-signer to this Agreement, who is an individual other than the Tenant that personally guarantees the successful performance of this Agreement.

27. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties with regard to the subjects herein. It includes any attachments or addenda and supersedes all prior negotiations, understandings, and agreements among the Parties. Both Landlord and Tenant hereby acknowledge and agree to be bound by the terms and conditions set forth until the expiration or earlier termination of the Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord's Signature:  Date: 1/26/26
Print Name: Demetrius Carson

Tenant's Signature:  Date: 1/26/26
Print Name: Tonya Winbush

TW 1/26/26

South Carolina

SC USA

DRIVER'S LICENSE



11/29/1974

4d DL#:

1 WINBUSH
2 TONYA LASHAWN
8 741 KINGS RD
ANDERSON SC 296211425

3 DOB:

4a Issued: 02/05/2020

4b Expires: 02/05/2028

Tonya Winbush

15 Sex: F 16 Hgt: 5'-05"
17 Wgt: 160 lb 18 Eyes: BRO
9 Class: D 9a End: None

12 Restrictions: None

5 DO 0400040202274381533



Henry McMaster
Governor

CN

50094214



CONTRACT FOR WATER AND/OR SEWER SERVICE

REQUIRED INFORMATION

You will need two (2) forms of identification for each adult that will be living at the residence.

*Applicant Name: Tonya L Winbush
 (First) (Middle) (Last)

*Resident One photo ID #: _____ DOB: _____ Resident One 2nd form of ID #: _____

*Service Address: 309 Morris Lane Subdivision: _____

*City: Anderson State: SC Zip: 29625

*Email Address: tonya.winbush@gmail.com

*Mailing Address (If Not Property): Same

*City: _____ State: _____ Zip: _____

*Contact Phone #: (616) 933 0729 Home Phone #: same Work Phone #: _____

*Previous Address: 741 Kings Rd #1 leave-on

*City: Anderson State: SC Zip: 29621

*Resident Two photo ID #: _____ Resident Two 2nd form of ID #: _____

*Owner Name (If Different): _____

Two forms of acceptable Identification may be the following:

1. First form of identification can be one of the following:
 - Driver's License
 - Passport
 - State issued photo ID card
2. Second form of identification can be one of the following:
 - Social Security Card
 - Any legal or government ID such as a tax return, Medicare/Medicaid card
 - Current pay check stub
 - Employment I.D. card or badge (can only be used as 1 form of identification)

Lease/Closing Papers must accompany this contract along with a Photo ID.

Please Read and Initial Important Information

TW This Agreement, when signed by the consumer and by an authorized representative of the City of Anderson, shall become a contract, under which the City agrees to furnish Water and/or Sewer Service to the location listed above. The below signed Consumer agrees to be responsible for receipt and payment of bills for these services. (Note: Failure to receive a monthly bill does not relieve Consumer of payment responsibility. If a bill is not received, the Consumer should contact the City Utilities office before the due date for a duplicate.)

TW It is further agreed that once the City's Utilities Department completes the services requested by the applicant, a monthly base water and sewer charge will be billed. The City reserves the right to discontinue service(s) if the Consumer breaches the contract. If service is involuntarily disconnected for cause, the Consumer agrees to pay all outstanding bills and an applicable reconnection fee for service to be restored. Additional deposits and late fees may also be required before reconnection.

TW It is unlawful for an unauthorized person to alter, tamper with, or bypass a meter which has been installed for the purpose of measuring water. Warrants will be taken on services found to be tampered. A person who tampers with a meter for a first offense is guilty of a misdemeanor and, upon conviction, must be fined not more than five hundred dollars or imprisoned no more than thirty days. For a second or subsequent offense, the person is guilty of misdemeanor and upon conviction, must be fined not more than ten thousand dollars or imprisoned not more than three years, or both.

TW In order for properties located outside the City limits to receive access to water and/or sewer service, the owner(s) of the above mentioned property must sign an agreement placing a restrictive covenant on the property. This agreement obligates the owner(s) and all future owner(s) to sign annexation petition(s) when requested by the City at any time in the future when annexation of the area becomes feasible. It also authorizes the City Attorney, as Attorney in Fact for the Owner, to sign a power of attorney for annexation petitions.

TW By signing this application for service, the applicant agrees to pay all costs of collection of the applicant's unpaid bill. The City has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the applicant through offset of the applicant's state income tax refund. If the City chooses to pursue debts owed by the applicant through the Setoff Debt Act, the applicant agrees to pay all fees and costs incurred through the set off process, including fees charged by the Department of Revenue, the South Carolina Association of Counties, the Municipal Association of South Carolina, and/or the City. If the City chooses to pursue debts in a manner other than setoff, applicant agrees to pay the costs and fees associated with the selected manner as well.

TW This application for water and/or sewer service shall remain valid for a period of one year after the date listed below. If construction has not started by this specified date, the application will be voided, and the water and/or sewer tapping fees will be forfeited. Additionally, construction shall commence within two years from the date listed below or the water and/or sewer tapping fees will be forfeited. Either of these dates may be coordinated with the City Utilities Department, as appropriate.

TW Due to the nature of sewer installations (street cut, stub out, road bore, or inspection fees) there may be additional charges to be determined by a representative of the City's Sewer Department and payment will be due upon receipt of bill.

TW Electric City Utilities will not be held responsible, or liable for any water damage that occurs from having a load on when water is turned on for service. It is the customer's responsibility to have all of the water faucets, spigots, etc. (inside and outside) in the "OFF" position prior to requesting water service.

Moving Requirements

TW It is the responsibility of the customer to request in writing a disconnection of service at their current address. Failure to provide Electric City Utilities a documented request for disconnection of service will result in the customer accepting responsibility for any unpaid balance until account is closed.

Meter Obstruction

TW If we are unable to read a meter due to an obstruction, i.e., a vehicle, dog house, leaves, dirt, shrubbery, etc. Electric City Utilities will charge the customer a minimum of 2000 cubic feet. This will be adjusted to correct usage once a meter can be properly read.

Paying Your Bill

TW Because Electric City Utilities bills for utility services after the service is provided, payment is due when you receive your bill. If charges become past due, a 10% late charge will be added and Electric City Utilities may begin disconnection procedures. If your service has been disconnected due to non-payment, a \$40.00 (before 4:30pm) or \$55.00 (after 4:30pm) reconnection fee and any past due utilities balances must be paid to reconnect service. A security deposit may also be required.

Return Check Fee

TW For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a processing fee of \$30.00.

I have read and understand the conditions of this contract and agree to accept the terms as stated.

Name of Applicant (Please Print) Tonya Winkbush Date: 1/27/26

Signature of Applicant: [Signature]

Approved by City Representative: [Signature] Date: 1/27/26

PLEASE DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

Property Information: Single Family ☐ Multi Family ☐ Duplex ☐ Commercial ☐ Industrial ☐ Other ☐	
Payment Information: Inside City (☐) Outside City (☐) Annexation Agreement Yes (☐) No (☐)	
Water Tap ☐	Sewer Tap ☐
Irrigation Tap ☐	Water Capacity Fees ☐
Sewer Capacity Fees ☐	Stub Out ☐
Commercial Sewer Tap ☐	Deposit Amount ☐
Total Collected	

\$60.00
deposit
pd by:
credit
card

**MINUTES
CITY OF ANDERSON
MUNICIPAL ELECTION COMMISSION
THURSDAY, April 9, 2026
9:30 A.M.**

The City of Anderson Municipal Election Commission convened at 9:30 a.m. on April 9, 2026, at the County Registration and Elections office for the purpose of certifying the results of the April 7, 2026, election. Present were David Ford and Renee Fields-York of the MEC. Also present were Laura Booth of the County Registration and Election Office, J. Franklin McClain, Rame Campbell, David McCuen and Heather Morgan of the City of Anderson. Chairman Ford called the meeting to order. After an opening prayer, the oath was administered and signed by the members of the Commission.

Laura Booth explained that the results from the April 7th election garnered one failsafe ballot and one provisional ballot. The MEC shall determine if the ballots should be counted and determine if that impacts the outcome of the election. The failsafe vote the voter moved into the precinct they voted within the amount of time to vote but did not change their address. The failsafe ballot was reviewed by the MEC members and all determined that the vote would be added. The provisional vote was a voter that moved out of the state and then returned. The voter did not reregister with the state of South Carolina so the provisional vote was not counted. A motion by Mr. Ford, seconded by Mrs. Fields-York, was passed to count the failsafe ballot and not count the provisional ballot.

Ms. Booth presented to the commissioner a protest filed alleging Tonya Winbush may not be a resident of Seat 5. A hearing concerning the protest was scheduled for Tuesday, April 14th at 9:30 AM. City staff was directed to investigate the issue.

The final motion, made by Mr. Ford and seconded by Mrs. Fields-York to certify the Mayor, Seat 1, Seat 3, At-Large Seat 7 results passed unanimously. Since these results won by greater than 1%, there was no need for a recount.

Upon motion by Mr. David Ford and seconded by Mrs. Fields-York, the meeting adjourned.

Submitted by:

Heather Morgan
April 9, 2026

ANDERSON MUNICIPAL ELECTION OFFICIAL PRECINCT RESULTS

ACCUMULATION REPORT 4/7/2026

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401105

ROA0185

	Precinct Name	Total Registered Voters within City	Ballots Cast	For Mayor TERENCE V ROBERTS	For Mayor VAN SULLIVAN, JR	For Mayor WRITE INS	For Council Seat 1 KYLE NEWTON	For Council Seat 1 WRITE INS	For Council Seat 2 Unexpired Term MARSHALL PICKENS, III	For Council Seat 2 Unexpired Term WRITE INS	For Council Seat 3 JEFFREY D ROBERTS	For Council Seat 3 WRITE INS	For Council Seat 5 DARRYL THOMPSON	For Council Seat 5 TONYA WINBUSH	For Council Seat 5 WRITE INS	For Council Seat 7 At Large MATT HARBIN	For Council Seat 7 At Large
P	ANDERSON 1-1	1686	67	46	21	0	36	2	0	0	0	0	0	0	0	56	3
R	ANDERSON 1-2	1269	120	94	26	0	101	3	0	0	0	0	0	0	0	100	2
E	ANDERSON 2-1	1384	153	92	61	0	13	1	13	0	94	8	0	2	0	123	9
C	ANDERSON 2-2	2395	165	120	45	0	0	0	102	0	32	0	0	0	0	136	0
I	ANDERSON 3-1	844	61	49	12	0	0	0	0	0	30	3	5	10	0	44	6
N	ANDERSON 3-2	413	10	8	2	0	0	0	0	0	0	0	0	0	0	8	1
C	ANDERSON 4-1	1010	69	64	4	0	0	0	0	0	0	0	9	18	0	44	0
T	ANDERSON 4-2	1066	36	34	2	0	0	0	0	0	0	0	0	0	0	19	10
S	ANDERSON 5-B	585	47	39	8	0	0	0	0	0	0	0	12	35	0	32	0
	ANDERSON 6-1	1983	194	148	45	2	0	0	0	0	0	0	0	0	0	155	9
	ANDERSON 6-2	1072	84	69	11	0	0	0	0	0	0	0	31	52	0	29	1
	EDGEWOOD STA. A	579	11	9	2	0	0	0	0	0	0	0	0	0	0	8	0
	HAMMOND SCHOOL	527	12	7	5	0	0	0	6	2	0	0	0	0	0	5	2
	HOPEWELL	91	3	1	2	0	0	0	2	0	0	0	0	0	0	2	0
	TOWN CREEK	51	1	1	0	0	0	0	1	0	0	0	0	0	0	1	0
	HAMMOND ANNEX	692	50	38	12	0	29	4	10	0	0	0	0	0	0	41	2
	COX'S CREEK	563	32	20	12	0	2	0	26	0	0	0	0	0	0	28	0
	EDGEWOOD STA. B	444	23	15	6	2	20	2	0	0	0	0	0	0	0	20	2
	ABSENTEE BY MAIL		18	10	8	0	2	0	6	0	2	0	2	3	0	16	0
	EARLY VOTING		134	112	22	0	16	0	28	1	21	0	9	15	0	105	8
	FAIL-SAFE		0	0	0	0	0	0									
	SUBTOTALS	16654	1290	976	306	4	219	12	194	3	179	11	68	135	0	972	55
	PROVISIONAL																
	FAIL-SAFE PROVISIONAL																
	TOTALS	16654	1290	976	306	4	219	12	194	3	179	11	68	135	0	972	55

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

P R E C I N C T S

ROA0186

ANDERSON MUNICIPAL ELECTION OFFICIAL PRECINCT RESULTS

ACCUMULATION REPORT 4/7/2026

C A N D I D A T E S

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Precinct Name	Total Registered Voters within District	For Council Seat 1 Kyle Newton	For Council Seat 1 Write-Ins							
ANDERSON 1-1	1198	36	2							
ANDERSON 1-2	1157	101	3							
ANDERSON 2-1	125	13	1							
HAMMOND ANNEX	407	29	4							
COX'S CREEK	19	2	0							
EDGEWOOD STA. B	444	20	2							
ABSENTEE		2	0							
EARLY VOTING		16	0							
FAIL SAFE										
SUBTOTALS	3350	219	12							
PROVISIONAL										
FAIL-SAFE PROVISIONAL										
TOTALS	3350	219	12							

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

ROA0187

ANDERSON MUNICIPAL ELECTION OFFICIAL PRECINCT RESULTS

ACCUMULATION REPORT 4/7/2026

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		C A N D I D A T E S						
Precinct Name	Total Registered Voters within District	For Council Seat 2, Unexpired term Marshall Pickens, III	For Council Seat 2 Write Ins					
HAMMOND SCHOOL	527	6	2					
HOPEWELL	91	2	0					
TOWN CREEK	51	1	0					
ANDERSON 2-1	70	13	0					
ANDERSON 2-2	1631	102	0					
COX'S CREEK	544	26	0					
HAMMOND ANNEX	285	10	0					
ABSENTEE		6	0					
EARLY VOTING		28	1					
FAIL-SAFE								
SUBTOTALS	3199	194	3					
PROVISIONAL								
FAIL-SAFE PROVISIONAL								
TOTALS	3199	194	3					

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

ROA0188

ANDERSON MUNICIPAL ELECTION OFFICIAL PRECINCT RESULTS

ACCUMULATION REPORT 4/7/2026

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

C A N D I D A T E S

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Precinct Name	Total Registered Voters within District	For Council Seat 3 Jeffrey D Roberts	For Council Seat 3 Write-Ins						
ANDERSON 2-1	1144	94	8						
ANDERSON 2-2	764	32	0						
ANDERSON 3-1	401	30	3						
ABSENTEE		2	0						
EARLY VOTING		21	0						
FAIL SAFE									
SUBTOTALS	2309	179	11						
PROVISIONAL									
FAIL-SAFE									
PROVISIONAL									
TOTALS	2309								

ROA0189

ANDERSON MUNICIPAL ELECTION OFFICIAL PRECINCT RESULTS

ACCUMULATION REPORT 4/7/2026

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

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		C A N D I D A T				
Precinct Name		Total Registered Voters within City	For Council Seat 7 Matt Harbin	For Council Seat 7 Write Ins		
ANDERSON 1-1	1686	56	3			
ANDERSON 1-2	1269	100	2			
ANDERSON 2-1	1384	123	9			
ANDERSON 2-2	2395	136	0			
ANDERSON 3-1	844	44	6			
ANDERSON 3-2	413	8	1			
ANDERSON 4-1	1010	44	0			
ANDERSON 4-2	1066	19	10			
ANDERSON 5-B	585	32	0			
ANDERSON 6-1	1983	155	9			
ANDERSON 6-2	1072	29	1			
EDGEWOOD STA A	579	8	0			
HAMMOND SCHOOL	527	5	2			
HOPEWELL	91	2	0			
TOWN CREEK	51	1	0			
HAMMOND ANNEX	692	41	2			
COX'S CREEK	563	28	0			
EDGEWOOD STA B	444	20	2			
ABSENTEE		16	0			
EARLY VOTING		105	8			
FAIL-SAFE						
SUBTOTALS	16654	972	55			
PROVISIONAL						
FAIL-SAFE						
PROVISIONAL						
TOTALS	16654	972	55			

ROA0190

CITY OF ANDERSON
MUNICIPAL ELECTION COMMISSION
NOTICE OF HEARING
RE: City Council Seat 5

TO: Ms. Tonya Winbush

Please take notice that a hearing on issues concerning the protest filed and attached hereto will be held at the 2nd floor conference room of Anderson City Hall (401 S. Main Street) on Tuesday, April 14th at 9:30 A.M.

April 9, 2026

By: David J. [Signature]
Chairman, MEC

CITY OF ANDERSON
MUNICIPAL ELECTION COMMISSION
NOTICE OF HEARING
RE: City Council Seat 5

TO: Mr. Darryl Thompson

Please take notice that a hearing on issues concerning the protest filed and attached hereto will be held at the 2nd floor conference room of Anderson City Hall (401 S. Main Street) on Tuesday, April 14th at 9:30 A.M.

April 9, 2026

By: Daryl Ford
Chairman, MEC

To: Anderson County Board of Voter Registration and Elections

From: Darryl Thompson, Candidate for Anderson City Council ward 5

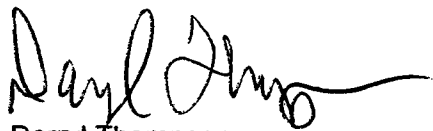
April 9, 2026

Dear Sirs:

It has come to my attention that my opponent, Tonya Winbush, in this week's Election may not be a resident of ward 5.

Therefore I am filing a protest with your office to determine whether she meets the requirements to run for office in ward 5.

Kind regards

A handwritten signature in black ink, appearing to read "Darryl Thompson", with a long horizontal flourish extending to the right.

Darryl Thompson

APR 9 2026 4:37

ROA0194

Monday, April 13, 2026 at 11:11:09 Eastern Daylight Time

Subject: Election Protest
Date: Friday, April 10, 2026 at 4:08:05 PM Eastern Daylight Time
From: Frankie McClain
To: tad2002@yahoo.com
Attachments: Notoce of Hearing.pdf, protest notice.pdf

Dear Mr. Thompson:

On behalf of the City of Anderson Municipal Election Commission, attached is a Notice of Hearing which is scheduled for Tuesday, April 14 at 9:30 A. M. concerning the protest. The protest is also attached. Please call my direct line if you have any questions.

J. Franklin McClain
City Attorney
401 S. Main Street
Anderson, SC 29624
(864) 231-1137
(864) 231-1136 (direct line)

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ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

CITY OF ANDERSON
MUNICIPAL ELECTION COMMISSION
NOTICE OF HEARING
RE: City Council Seat 5

TO: Ms. Tonya Winbush

Please take notice that a hearing on issues concerning the protest filed and attached hereto will be held at the 2nd floor conference room of Anderson City Hall (401 S. Main Street) on Tuesday, April 14th at 9:30 A.M.

April 9, 2026

By: David J. [Signature]
Chairman, MEC

Subject: Election prorest
Date: Friday, April 10, 2026 at 4:03:35 PM Eastern Daylight Time
From: Frankie McClain
To: Tonya Winbush
Attachments: Notoce of Hearing.pdf, protest notice.pdf

Ms. Winbush,

On behalf of the City of Anderson Municipal Election Commission, attached is a Notice of Hearing which is scheduled for Tuesday, April 14 at 9:30 A. M. concerning the protest filed by Mr. Thompson . The protest is also attached. Please call my direct line if you have any questions.

J. Franklin McClain
City Attorney
401 S. Main Street
Anderson, SC 29624
(864) 231-1137
(864) 231-1136 (direct line)

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CITY OF ANDERSON
MUNICIPAL ELECTION COMMISSION
NOTICE OF HEARING
RE: City Council Seat 5

TO: Mr. Darryl Thompson

Please take notice that a hearing on issues concerning the protest filed and attached hereto will be held at the 2nd floor conference room of Anderson City Hall (401 S. Main Street) on Tuesday, April 14th at 9:30 A.M.

April 9, 2026

By: Daryl Ford
Chairman, MEC

To: Anderson County Board of Voter Registration and Elections

From: Darryl Thompson, Candidate for Anderson City Council ward 5

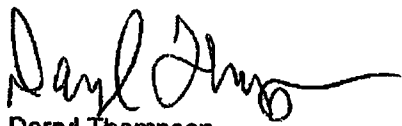
April 9, 2026

Dear Sirs:

It has come to my attention that my opponent, Tonya Winbush, in this week's Election may not be a resident of ward 5.

Therefore I am filing a protest with your office to determine whether she meets the requirements to run for office in ward 5.

Kind regards


Darryl Thompson

APR 9 2026 11:19:37

ROA0200



Main=>Real Property=>Property Search=>Select Record=>Property Detail

Property Record Detail

[View Taxes](#)
[View Parcel](#)

TAXMAP NO.

121-00-04-025-000

OLD TAMAP NO.

5596133000-001

PARENT TMS NO.

121-00-04-011

Owner Information

Current Owner

Previous Owner

Name WINBUSH TONYA L

Name THOMAS BRAD E + TONYA W

Address 741 KINGS RD

Address 889 KINGS RD

City, State ANDERSON SC

City, State ANDERSON SC

Zip 29621-1425

Zip 29621-0000

Sales Information

Date	Book#	Page#	Price	Purchaser
5/18/2021	15318	00113	\$ 1.00	WINBUSH TONYA L
12/07/2005	2004CP	00195	\$ 1.00	THOMAS BRAD E + TONYA W
6/21/2001	4237	238	\$ 1.00	THOMAS BRAD E + TONYA W
8/10/1990	1046	213		WINBUSH JAMES PERRY ET AL

Property Information

Subdivision		Tax District	005
Physical Address	741 KINGS RD	Market Value	187,220
M/H		Prior Value	144,423
		Tax Value	166,086
		Exempt	S

Legal Description

Legal Desc 1	CP 1234/4B
Legal Desc 2	F206 D179 PP 000/0000
Legal Desc 3	KINGS RD .84 AC

Assessment Totals

YEAR	ACRES	LOTS	LAND ASMT	#BLDG	BLDG ASMT	TOT ASMT	RAT CD	RC
2025		1	1080	1	6400	7480	R	
2024		1	1080	1	6400	7480	R	
2023		1	1080	1	6400	7480	R	
2022		1	1630	1	9610	11240	C	24

Quitclaim Deed

RECORDING REQUESTED BY _____

AND WHEN RECORDED MAIL TO:

_____, Grantee(s)

Consideration: \$ _____

Property Transfer Tax: \$ _____

Assessor's Parcel No.: _____

PREPARED BY: _____ certifies herein that he or she has prepared this Deed.

Signature of Preparer _____

Date of Preparation _____

Printed Name of Preparer _____

THIS QUITCLAIM DEED, executed on May 18th 2021 in the County of Anderson, State of South Carolina by Grantor(s), Brad E. Thomas and Tonya W. Thomas, whose post office address is 741 Kings Rd Anderson, SC 29621, to Grantee(s), Tonya L. Winbush, whose post office address is 741 Kings Rd Anderson, SC 29621.

WITNESSETH, that the said Grantor(s), Brad E. Thomas and Tonya W. Thomas for good consideration and for the sum of \$ 1.00 one dollar and no cent (\$ 1.00) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Anderson, State of South Carolina and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

Brad E. Thomas
Signature of Grantor

Brad E Thomas
Print Name of Grantor

Bradeigh Thomas
Signature of First Witness to Grantor(s)

Bradeigh L. Thomas
Print Name of First Witness to Grantor(s)

Tonya W Thomas
Signature of Second Grantor (if applicable)

Tonya W Thomas
Print Name of Second Grantor (if applicable)

Azariah Thomas
Signature of Second Witness to Grantor(s)

Azariah Thomas
Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Tonya L. Wimbush
Signature of Grantee

Tonya L. Wimbush
Print Name of Grantee

Bradeigh Thomas
Signature of First Witness to Grantee(s)

Bradeigh L. Thomas
Print Name of First Witness to Grantee(s)

Signature of Second Grantee (if applicable)

Print Name of Second Grantee (if applicable)

Signature of Second Witness to Grantee(s)

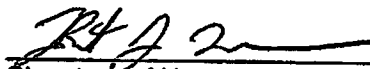
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of South CarolinaCounty of AndersonOn May 18, 2021, before me, Robert J. Oppermann, a notary public in and for said state, personally appeared, Brad Thomas and Tonya Winbush

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.


 Signature of Notary
Affiant Known ✓ Produced ID Type of ID

(Seal)

Robert Joseph Oppermann
 My Commission Expires: 8/3/2021

Exhibit "A"

Tax Map # 121-00-04-025

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Anderson, containing **0.84 acre, more or less**, on a plat prepared by Michael L. Henderson, PS. #6946, dated May 30, 2001, and recorded in Plat Book 51234 at Page 4B, records of Anderson County, South Carolina, reference to which is invited for a more complete and accurate description.

THIS being a portion of the property conveyed to James Perry Winbush by Deed of Gloria Mattison, Carrolle Mattison, Willie Mae Graham, and Alberta Blanding dated July 5, 1990, and recorded in Deed Book 1046 at Page 106, records of Anderson County, South Carolina. This also being a portion of the property conveyed to James Perry Winbush by Deed of Lyndon Mattison, Alice Mattison Bell, Karen Mattison Barry and Mishell M. Stubbs dated July 5, 1990, and recorded in Deed Book 1046 at Page 213, records of Anderson County, South Carolina.

STATE OF SOUTH CAROLINA)

210017322 5/19/2021 Bk: 15318 Pg: 001

COUNTY OF Anderson

AFFIDAVIT FOR EXEMPT TRANSFERS

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

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at _____, bearing _____ County Tax Map Number _____, was transferred by Brad E. Thomas and Tonya W. Thomas to Tonya L. Winbush on 18 May 2021

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):

less than \$100.00

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:

Greentree Grantee

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

Tonya Winbush
Responsible Person Connected with the Transaction

Tonya Winbush Tonyakimbush
Print or Type Name Here

SWORN to before me this 19 day of May 2021

Notary Public for South Carolina
My Commission Expires 8/30/2023

Tiffany Frialde

TIFFANY FRIALDE
Notary Public, State of South Carolina
My Commission Expires 8/30/2023

ROA0207

INFORMATION

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

Exempted from the fee are deeds:

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

VA ASSUMPTION POLICY RIDER**THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS
OR ITS AUTHORIZED AGENT.**

THIS ASSUMPTION POLICY RIDER is made this 5th day of July, 2022, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Borrower") to secure the Borrower's Note ("Note") of the same date to MORTGAGE SOLUTIONS OF COLORADO, LLC

(the "Lender") and covering the property described in the Instrument and located at:

741 KINGS RD, ANDERSON, SOUTH CAROLINA 29621
(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Borrower and Lender hereby acknowledges and agrees to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

Mortgage Lender/Servicer: MORTGAGE SOLUTIONS OF COLORADO, LLC NMLS # 61602

VA ASSUMPTION POLICY RIDER
VAPR.RDR 03/10/20

Page 1 of 2

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(A) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(B) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumptions and transfer of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 38, United States Code applies.

(C) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this Assumption Policy Rider.

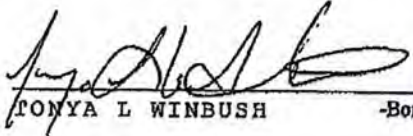

TONYA L WINBUSH (Seal)
-Borrower



Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ANDERSON, STATE OF SOUTH CAROLINA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF ANDERSON, CONTAINING 0.84 ACRE, MORE OR LESS, ON A PLAT PREPARED BY MICHAEL L. HENDERSON, PS # 6946, DATED MAY 30, 2001, AND RECORDED IN PLAT BOOK 1234 AT PAGE 4-B RECORDS OF ANDERSON COUNTY, SOUTH CAROLINA, REFERENCE TO WHICH IS INVITED FOR A MORE COMPLETE AND ACCURATE DESCRIPTION.

Parcel ID: 121-00-04-025-000

Commonly known as 741 Kings Road, Anderson, SC 29621
However, by showing this address no additional coverage is provided

Being the same property conveyed from BRAD E. THOMAS AND TONYA W. THOMAS to TONYA L. WINBUSH by Deed recorded 05-19-2021 in Book: 15318 Page: 00133 Instrument: 210017322, in the Register's Office of Anderson County, South Carolina.

220021833 07/12/2022 02:37:15 PM

FILED, RECORDED, INDEXED

Bk: 16246 Pg: 123 Pages: 17

Rec Fee: 25.00 St Fee: 0.00

Co Fee: 0.00

REGISTER OF DEEDS, ANDERSON CO, SC

Cynthia D. Radford

ROA0211

220021833 07/12/2022 Bk: 16246 Pg: 123

After Recording Return To:

MORTGAGE SOLUTIONS OF COLORADO, LLC
 5455 N UNION BLVD
 COLORADO SPRINGS, COLORADO 80918
 Loan Number: 322078R113
 Case Number: 191960668424

File # MSOC-SC-211041

[Space Above This Line For Recording Data]

MORTGAGE

**THIS LOAN IS NOT ASSUMABLE
 WITHOUT THE APPROVAL OF THE
 DEPARTMENT OF VETERANS AFFAIRS
 OR ITS AUTHORIZED AGENT.**

MIN: 100322140003220780

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated July 5, 2022, together with all Riders to this document.
- (B) "Borrower" is TONYA L WINBUSH, An unmarried woman

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is MORTGAGE SOLUTIONS OF COLORADO, LLC

Mortgage Lender/Service: MORTGAGE SOLUTIONS OF COLORADO, LLC NMLS # 61602

SOUTH CAROLINA - Single Family - UNIFORM INSTRUMENT
 MODIFIED FOR DEPARTMENT OF VETERANS AFFAIRS - MERS
 (Rev. 1/01)

Page 1 of 14

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ROA0212

Lender is a COLORADO, LLC organized
 and existing under the laws of COLORADO
 Lender's address is 5455 N UNION BLVD, COLORADO SPRINGS, COLORADO 80918

(E) "Note" means the promissory note signed by Borrower and dated July 5, 2022
 The Note states that Borrower owes Lender ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100
 Dollars (U.S. \$ 175,000.00)
 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not
 later than August 1, 2052

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under
 the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are
 to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| ☐ Adjustable Rate Rider | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Second Home Rider |
| ☐ Condominium Rider | ☒ Other(s) [specify] |
| | VA Assumption Policy Rider |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and
 administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial
 opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges
 that are imposed on Borrower or the Property by a condominium association, homeowners association or similar
 organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft,
 or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or
 magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term
 includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by
 telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any
 third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or
 destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in
 lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note,
 plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing
 regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or
 successor legislation or regulation that governs the same subject matter. As used in this Security Instrument,
 "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan"
 even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that
 party has assumed Borrower's obligations under the Note and/or this Security Instrument.



TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY of ANDERSON :
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
 A.P.N. : 121-00-04-025

EXHIBIT "A"

which currently has the address of

741 KINGS RD
 [Street]
 ANDERSON, South Carolina 29621 ("Property Address"):
 [City] [Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other



instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be



obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which



reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not



Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any



interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other



Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property; Acceleration; Assumption. This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the



assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code. The acceptability of any assumption shall also be subject to the following additional provisions:

(a) **Funding Fee:** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

(b) **Processing Charge:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) **Indemnity Liability Assumption:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

If the acceptability of the assumption of this loan is not established for any reason, and Lender exercises its option to declare all sums secured by this Security Instrument immediately due and payable, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 21 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will



state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after



acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

24. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in §12-37-250 of the South Carolina Code of Laws.

25. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

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NOTICE TO BORROWER

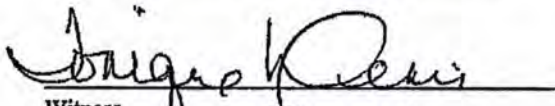
Department of Veterans Affairs regulations at 38 C.F.R. 36.4337 provide as follows:

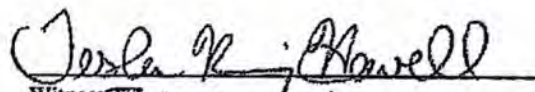
"Regulations issued under 38 U.S.C. Chapter 37 and in effect on the date of any loan which is submitted and accepted or approved for a guaranty or for insurance thereunder, shall govern the rights, duties, and liabilities of the parties to such loan and any provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
TONYA L WINBUSH -Borrower

Signed, sealed and delivered in the presence of:


Witness
Tonique Dennis


Witness Tesla Kanning Howell



_____[Space Below This Line For Acknowledgment]_____

State of SOUTH CAROLINA

County of ANDERSON

The foregoing instrument was acknowledged before me this July 5, 2022
(date)

by TONYA L WINBUSH

(names of person acknowledging)



Tesla K. Howell
Signature of Person Taking Acknowledgment

Attorney/Notary
Title or Rank

N/A
Serial Number, if any

State of SOUTH CAROLINA

ANDERSON County

I certify that Tonique Dennis
(name of subscribing witness)

personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and either ☒ witnessed

TONYA L WINBUSH sign the foregoing document
(name of principal)

or ☐ witnessed TONYA L WINBUSH
(name of principal)

acknowledge his or her signature on the already-signed document.

Date: 7-5-2022 Tesla K. Howell
(Signature of Notary)

Tesla Kanning Howell
(Notary's Printed or Typed Name)



Notary Public for South Carolina

My Commission Expires: 8/6/2023

Loan Originator: GRAIG SMITH, NMLSR ID 2013931
Loan Originator Organization: Mortgage Solutions Financial - Nashville, NMLSR ID 61602

SOUTH CAROLINA - Single Family - UNIFORM INSTRUMENT
MODIFIED FOR DEPARTMENT OF VETERANS AFFAIRS - MERS
(Rev. 1/01)

★DocMagic

Page 14 of 14



RETURN TO:
DOBSON, JONES, BALL, PHILLIPS & BRIDGES, P.A.
P.O. Box 1923
Greenville, South Carolina 29602
(864) 271-8171

(Title Not Examined)

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STATE OF SOUTH CAROLINA	)	TITLE TO REAL ESTATE
	)	GRANTEE'S ADDRESS:
COUNTY OF ANDERSON	)	741 Kings Road
		Anderson, SC 29621

KNOW ALL MEN BY THESE PRESENTS, that Tonya L. Winbush, hereinafter referred to as the "Grantor" in the State and County aforesaid, in consideration of the sum of One Dollar and no/100 (\$1.00), and other good and valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by the Grantee, hereinafter named, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the following named Grantee, to-wit: Tonya Lashawn Winbush, as Trustee of The Fourth Star Revocable Trust dated March 12, 2026, its successors and assigns forever, in fee simple, the following described property:

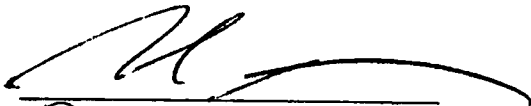
See Attached Schedule A

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining; TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, its successors and assigns forever.

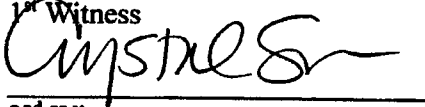
AND, the Grantor does hereby bind the Grantor, and the Grantor's heirs or assigns, personal representatives and administrators, to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof this 12th day of March, 2026.

Signed, Sealed and Delivered
in the Presence of:



1st Witness



2nd Witness


(SEAL)
Tonya L. Winbush

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, Crystal Splawn, a Notary Public do hereby certify that the within named Grantor personally appeared before this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal this 12th day of March, 2026.



Notary Public for South Carolina
My Commission Expires: 1/10/2030

G:\9\9727\02\Deed.Anderson.2026.doc

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

ROA0228

Schedule A

All that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Anderson, containing 0.84 acre, more or less, on a plat prepared by Michael L. Henderson, PS #6946, dated May 30, 2001, and recorded in Plat Book S1234 at Page 4B, records of Anderson County, South Carolina, reference to which is invited for a more complete and accurate description.

This being the same property conveyed unto the Grantor herein by quitclaim deed of Brad E. Thomas and Tonya W. Thomas, dated May 18, 2021, and recorded with the Register of Deeds Office for Anderson County on May 19, 2021, in Deed Book 15318 at Page 113.

This conveyance is subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record affecting the above-described property and to such matters as would appear from a current resurvey of the property.

Tax Map No.: 121-00-04-025

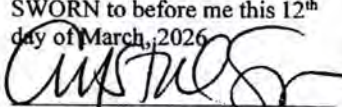
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

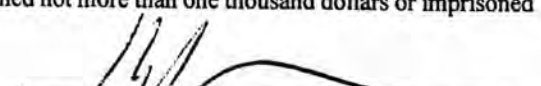
)
)
)
Affidavit

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 741 Kings Road, Anderson, SC 29621, bearing Anderson County Tax Map Number 121-00-04-025, was transferred by Tonya L. Winbush to Tonya Lashawn Winbush, Trustee of The Fourth Star Revocable Trust on March 12, 2026.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (see information section of affidavit):
8 - Transfer to Trust (If exempt, please skip items 4 - 7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which _____ is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here)
 - (c) Subtract line 6(b) from line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 12th
day of March, 2026


Notary Public for South Carolina
My Commission Expires: 11/01/2030


Responsible Person Connected with the Transaction

MICHAEL BRIDGES

ROA0230

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INFORMATION

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

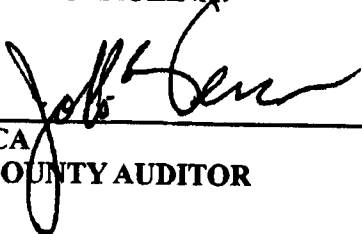
Exempted from the fee are deeds:

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

STATE OF SOUTH CAROLINA

COUNTY AUDITOR
CERTIFICATE

I HEREBY CERTIFY THAT THE WITHIN DEED
(BOOK 18572 PAGE 18139 HAS BEEN
ENTERED OF RECORD IN THE OFFICE OF THE
COUNTY AUDITOR FOR ANDERSON COUNTY,
PURSUANT TO SECTION 12-39-260, CODE OF
LAWS OF SOUTH CAROLINA.



JOHN P. BENCA
ANDERSON COUNTY AUDITOR

THIS DEED (BOOK 18572 PAGE 18139)MEETS
THE STATUTORY REQUIREMENTS NECESSARY FOR
RECORDING, BUT MAY NOT BE SUFFICIENT TO
PROPERLY TRANSFER TITLE ON COUNTY TAX
RECORDS. ALL RIGHTS, RESPONSIBILITIES AND
OBLIGATIONS ULTIMATELY REMAIN WITH THE
GRANTOR.

STATE OF SOUTH CAROLINA
Robert L. Mclean, county assessor
COUNTY OF ANDERSON, Certification

I hereby certify that the within
deed (Book 18572 Page 18139)
has been identified and located on the
records of the Assessor's Office pursuant to
Section 7, Act 208 of 1975.



SOUTH CAROLINA RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This Residential Lease Agreement ("Agreement") made on the undersigned date is between:

Landlord's Name: **Demetrius Carson**

Mailing Address: P.O. Box 34, Anderson, South Carolina, 29622

Tenant's Name: **Tonya Winbush**

Occupants: Azariah Thomas

2. PROPERTY.

Property Address: 309 Morris Ln, Anderson, South Carolina, 29625

Residence Type: Single-Family Home

Bedroom(s): 2 Bathroom(s): 1

3. FURNITURE.

The Property is not furnished.

4. APPLIANCES.

The Property has no appliances.

5. RENT.

Monthly Rent: \$800.00

Due Date: 28th day of each month, provided this would cover the subsequent month. For example, "February" rent would be due on January 28th, and would consist of January 29th through February 28th, and so on.

Acceptable Payment Methods: any lawful method not objected to by one or both parties.

6. TERM.

This Agreement is a month-to-month lease with a start date of January 28, 2026 and terminates upon either the Landlord or Tenant providing written notice of at least 30 days or the minimum statutory period required under Governing Law, whichever is greater.

7. EARLY MOVE-IN.

The Tenant is eligible to move-in to the Property before the Start Date. The Tenant can move in on January 26 2026. There shall be no pro-rated rent. The Tenant is able to move in early without the requirement to pay rent or any fee..

8. SECURITY DEPOSIT.

Deposit Amount: \$1,200.00

Returning to Tenant: 30 days or the statutory timeframe required under law, whichever is greater.

9. PRE-PAYMENT OF RENT.

TIA 1/26/26

- a.) Assignment. The Tenant has no rights to assign this Agreement to any other party unless written approval has been granted by the Landlord. The Landlord is prohibited from assigning this Agreement unless there is a change of Property ownership.
- b.) Hazardous Materials. The Tenant agrees not to possess, store, or use any items or substances with flammable or explosive characteristics on the Property, including but not limited to gasoline, compressed gases, kerosene, motor oil, fireworks, or any other substances deemed ignitable or hazardous.
- c.) Illegal Activity. The Tenant agrees to comply with all applicable laws, ordinances, and regulations. The Tenant, their Guests, and any other Occupant shall not engage in any illegal activities anywhere on the Property, including but not limited to the leased premises, Common Areas, Parking, and surrounding property. This prohibition extends to all illegal activities, including but not limited to the manufacture, sale, distribution, use, or possession of illegal substances, theft, and violent behavior. Any violation of this clause constitutes a material breach of this Agreement and grounds for immediate termination of tenancy and eviction. Additionally, the Tenant shall be held liable for any damages resulting from such illegal activities, including but not limited to repairs, legal fees, loss of rent, and any other expenses incurred by the Landlord due to the Tenant's illegal activities.
- d.) Residential Use Only. The Tenant agrees to use the Property for residential purposes only. The Landlord must grant written approval if the Tenant uses the Property for any other purpose.
- e.) Waterbeds. The Tenant is prohibited from using any type of bed, mattress, or sleeping aid containing any type of liquid.

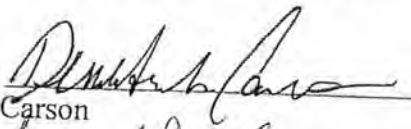
26. NO CO-SIGNER.

There is no co-signer to this Agreement, who is an individual other than the Tenant that personally guarantees the successful performance of this Agreement.

27. ENTIRE AGREEMENT.

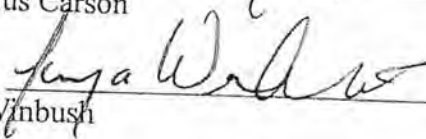
This Agreement constitutes the entire understanding between the Parties with regard to the subjects herein. It includes any attachments or addenda and supersedes all prior negotiations, understandings, and agreements among the Parties. Both Landlord and Tenant hereby acknowledge and agree to be bound by the terms and conditions set forth until the expiration or earlier termination of the Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord's Signature: 

Print Name: Demetrius Carson

Date: 1/26/26

Tenant's Signature: 

Print Name: Tonya Winbush

Date: 1/26/26

TW 1/26/26

South Carolina

SC USA

DRIVER'S LICENSE

DL



11/29/1974

Joyce Wadley

4d DL#:

1 WINBUSH

2 TONYA LASHAWN

8 741 KINGS RD

ANDERSON SC 296211425

3 DOB:

4a Issued: 02/05/2020

4b Expires: 02/05/2028

15 Sex: F 16 Hgt: 5'-05"

17 Wgt: 160 lb 18 Eyes: BRO

9 Class: D 9a End: None

12 Restrictions: None

5 DO 0400040202274381533



Henry McMaster
Governor

CN

50094214



CONTRACT FOR WATER AND/OR SEWER SERVICE

REQUIRED INFORMATION

You will need two (2) forms of identification for each adult that will be living at the residence.

*Applicant Name: Tonya L Winbush
(First) (Middle) (Last)

*Resident One photo ID #: _____ DOB: _____ Resident One 2nd form of ID #: _____

*Service Address: 309 Morris Lane Subdivision: _____

*City: Anderson State: SC Zip: 29625

*Email Address: tonya.winbush@gmail.com

*Mailing Address (If Not Property): Same

*City: _____ State: _____ Zip: _____

*Contact Phone #: (816) 933 0729 Home Phone #: same Work Phone #: _____

*Previous Address: 741 Kings Rd #1 leave-on

*City: Anderson State: SC Zip: 29621

*Resident Two photo ID #: _____ Resident Two 2nd form of ID #: _____

*Owner Name (If Different): _____

Two forms of acceptable Identification may be the following:

1. First form of identification can be one of the following:
 - Driver's License
 - Passport
 - State issued photo ID card
2. Second form of identification can be one of the following:
 - Social Security Card
 - Any legal or government ID such as a tax return, Medicare/Medicaid card
 - Current pay check stub
 - Employment I.D. card or badge (can only be used as 1 form of identification)

Lease/Closing Papers must accompany this contract along with a Photo ID.

Please Read and Initial Important Information

TW This Agreement, when signed by the consumer and by an authorized representative of the City of Anderson, shall become a contract, under which the City agrees to furnish Water and/or Sewer Service to the location listed above. The below signed Consumer agrees to be responsible for receipt and payment of bills for these services. (Note: Failure to receive a monthly bill does not relieve Consumer of payment responsibility. If a bill is not received, the Consumer should contact the City Utilities office before the due date for a duplicate.)

TW It is further agreed that once the City's Utilities Department completes the services requested by the applicant, a monthly base water and sewer charge will be billed. The City reserves the right to discontinue service(s) if the Consumer breaches the contract. If service is involuntarily disconnected for cause, the Consumer agrees to pay all outstanding bills and an applicable reconnection fee for service to be restored. Additional deposits and late fees may also be required before reconnection.

TW It is unlawful for an unauthorized person to alter, tamper with, or bypass a meter which has been installed for the purpose of measuring water. Warrants will be taken on services found to be tampered. A person who tampers with a meter for a first offense is guilty of a misdemeanor and, upon conviction, must be fined not more than five hundred dollars or imprisoned no more than thirty days. For a second or subsequent offense, the person is guilty of misdemeanor and upon conviction, must be fined not more than ten thousand dollars or imprisoned not more than three years, or both.

TW In order for properties located outside the City limits to receive access to water and/or sewer service, the owner(s) of the above mentioned property must sign an agreement placing a restrictive covenant on the property. This agreement obligates the owner(s) and all future owner(s) to sign annexation petition(s) when requested by the City at any time in the future when annexation of the area becomes feasible. It also authorizes the City Attorney, as Attorney in Fact for the Owner, to sign a power of attorney for annexation petitions.

TW By signing this application for service, the applicant agrees to pay all costs of collection of the applicant's unpaid bill. The City has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the applicant through offset of the applicant's state income tax refund. If the City chooses to pursue debts owed by the applicant through the Setoff Debt Act, the applicant agrees to pay all fees and costs incurred through the set off process, including fees charged by the Department of Revenue, the South Carolina Association of Counties, the Municipal Association of South Carolina, and/or the City. If the City chooses to pursue debts in a manner other than setoff, applicant agrees to pay the costs and fees associated with the selected manner as well.

TW This application for water and/or sewer service shall remain valid for a period of one year after the date listed below. If construction has not started by this specified date, the application will be voided, and the water and/or sewer tapping fees will be forfeited. Additionally, construction shall commence within two years from the date listed below or the water and/or sewer tapping fees will be forfeited. Either of these dates may be coordinated with the City Utilities Department, as appropriate.

TW Due to the nature of sewer installations (street cut, stub out, road bore, or inspection fees) there may be additional charges to be determined by a representative of the City's Sewer Department and payment will be due upon receipt of bill.

TW Electric City Utilities will not be held responsible, or liable for any water damage that occurs from having a load on when water is turned on for service. It is the customer's responsibility to have all of the water faucets, spigots, etc. (inside and outside) in the "OFF" position prior to requesting water service.

Moving Requirements

TW It is the responsibility of the customer to request in writing a disconnection of service at their current address. Failure to provide Electric City Utilities a documented request for disconnection of service will result in the customer accepting responsibility for any unpaid balance until account is closed.

Meter Obstruction

TW If we are unable to read a meter due to an obstruction, i.e., a vehicle, dog house, leaves, dirt, shrubbery, etc. Electric City Utilities will charge the customer a minimum of 2000 cubic feet. This will be adjusted to correct usage once a meter can be properly read.

Paying Your Bill

TW Because Electric City Utilities bills for utility services after the service is provided, payment is due when you receive your bill. If charges become past due, a 10% late charge will be added and Electric City Utilities may begin disconnection procedures. If your service has been disconnected due to non-payment, a \$40.00 (before 4:30pm) or \$55.00 (after 4:30pm) reconnection fee and any past due utilities balances must be paid to reconnect service. A security deposit may also be required.

Return Check Fee

TW For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a processing fee of \$30.00.

I have read and understand the conditions of this contract and agree to accept the terms as stated.

Name of Applicant (Please Print) Tonya Winkbush Date: 1/27/26

Signature of Applicant: Tonya Winkbush

Approved by City Representative: Casey E. Anderson Date: 1/27/26

PLEASE DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

Property Information: Single Family ☐ Multi Family ☐ Duplex ☐ Commercial ☐ Industrial ☐ Other ☐	
Payment Information: Inside City (☐) Outside City (☐) Annexation Agreement Yes (☐) No (☐)	
Water Tap _____	Sewer Tap _____
Irrigation Tap _____	Water Capacity Fees _____
Sewer Capacity Fees _____	Stub Out _____
Commercial Sewer Tap _____	Deposit Amount _____
Total Collected _____	

\$60.00
deposit
pd by:
credit
card

Electric City Utilities601 South Main St
Anderson, SC 29624

Phone Number: 864-260-6347

Office Hours: 8:30 - 5:00 M-F

To Report an after-hours EMERGENCY ONLY

Call: 1-800-925-1043

To pay online visit, www.cityofandersonsc.com
To pay over the phone please call 1-844-323-4109
Drop Box located in rear of building - "NO CASH"

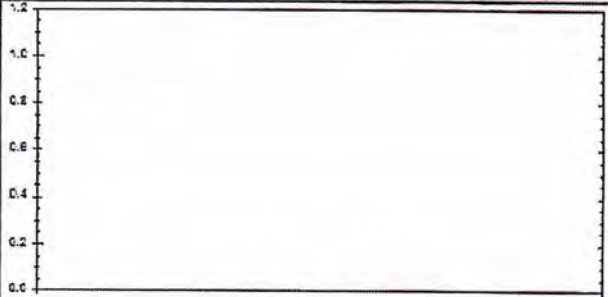
Account Number	Bill Date
500094215	03/14/2026
PIN #	DUE DATE:
B3A36684	04/03/2026
Service Dates: 01/27/2026 thru 03/05/2026	
Service Address: 309 MORRIS LN	

TONYA L WINBUSH
309 MORRIS LN
ANDERSON, SC 29625

Last Bill	Payments (Credits)	Adjustments	Past Due	New Charges	TOTAL DUE
0.00	(60.00)	60.00	0.00	42.00	42.00

METER CONSUMPTION INFORMATION

DESCRIPTION	PREVIOUS	CURRENT	USAGE (CF)
WATER	1013	1013	



Mar

CURRENT ACTIVITY

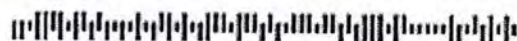
CAPITAL FEE	\$5.00
SANITATION CART FEE	\$5.50
STORM WATER FEE	\$4.50
SEWER BILLED	\$12.85
WATER BILLED	\$14.15

TOTAL NEW CHARGES	42.00
PAY THIS AMOUNT BY 04/03/2026	42.00

Due date applies to current charges ONLY.
Any past due balance is subject to disconnect now.
Please allow 7 days for mailing your payment.**Important Messages**

Please return this portion with payment.

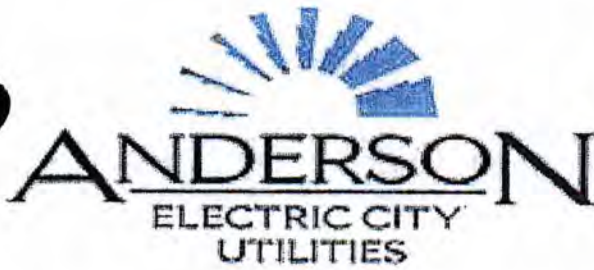
Bill Date:	Service Address:	Account Number	Past Due After:
03/14/2026	309 MORRIS LN	500094215	04/03/2026
		Total Amount Due:	Payment Amount:
		42.00	

TONYA L WINBUSH
309 MORRIS LN
ANDERSON, SC 29625(Please write account number on check.)
Make check payable & remit to:Electric City Utilities
City of Anderson
PO Box 100146
Columbia, SC 29202-3146

500094215090000000042000000000000001

ROA0242

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100



Work Order

CONNECT

Service Order Nbr: 26-090203
Requested By: cmclees
Account Number: 500094215
Date / Time Created: 01/27/2026 01:37 PM

SERVICE ADDRESS	ROUTE:216	CUSTOMER INFORMATION	
309 MORRIS LN		TONYA L WINBUSH	(864) 933-0729
PROBLEM/WORK TO PERFORM:		ASSIGNED TO GABRIEL GRIND	Scheduled For: 01/28/2026

CONNECT SERVICE

Service Information

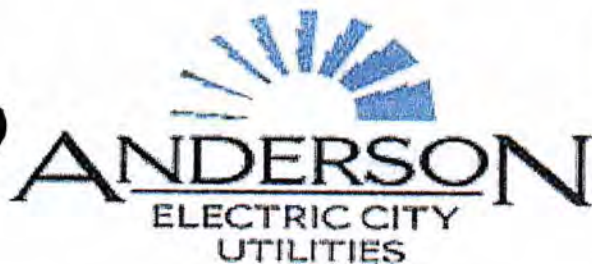
Service Name: WATER Meter Size: 3/4 INCH 34.516813/82.659605 FRONT

<u>Serial Number</u>	<u>Current Read Date</u>	<u>Current Reading</u>	<u>Prev Read Date</u>	<u>Prev Reading</u>
006781	03/17/2026	1,013	03/05/2026	1,013
<u>Reading/Notes</u>				

RLR 1013 (LOAD)

Performed By: _____ Date: _____

ROA0244



Work Order

DISCONNECT - FINAL

Service Order Nbr: 26-091419
Requested By: jdunn
Account Number: 500094215
Date / Time Created: 03/16/2026 01:07 PM

SERVICE ADDRESS ROUTE:216

CUSTOMER INFORMATION

309 MORRIS LN

TONYA L WINBUSH

(864) 933-0729

PROBLEM/WORK TO PERFORM:

ASSIGNED TO

Scheduled For: 03/17/2026

Service Information

Service Name: WATER

Meter Size: 3/4 INCH

34.516813/82.659605 FRONT

Serial Number

Current Read Date

Current Reading

Prev Read Date

Prev Reading

006781

03/17/2026

1,013

03/05/2026

1,013

Reading/Notes

RLR 1013 GG

Performed By:

Date:

ROA0245

HISTORY REGISTER FOR CITY OF ANDERSON

Account Number Posted Billing Item	Created Rate Name	Service Address Trx Info	Addl. Info Billed Usage	Customer Name Meter Read Due Date	Usage Transaction Type	History Amount	Account Balance History Balance Item Amount
500094215		309 MORRIS LN		TONYA L WINBUSH			(18.00)
03/17/2026	03/17/2026	Meter Read	WATER	1,013.00	0.00	0.00	(18.00)
03/17/2026	03/17/2026	Final Processed	FINAL PROCESSED	0.00	0.00	0.00	(18.00)
03/17/2026	03/17/2026	Deposit Refund Adj		0.00	0.00	(60.00)	(18.00)
FINAL			0.00	03/17/2026	Billing		(60.00)
03/14/2026	03/13/2026	Bill Calculated	01/27/26-03/05/26	0.00	0.00	42.00	42.00
CAP			0.00	04/03/2026	Billing		5.00
SANIT	SANIT FEE		0.00	04/03/2026	Billing		5.50
SEW	SEWER-RES INSIDE		0.00	04/03/2026	Billing		12.85
STMW			0.00	04/03/2026	Billing		4.50
WAT	WATER-RES INSIDE		0.00	04/03/2026	Billing		14.15
03/05/2026	01/27/2026	Meter Read	WATER	1,013.00	0.00	0.00	0.00
01/27/2026	01/27/2026	Payment Posted	0001006911	0.00	0.00	(60.00)	0.00
DEP			0.00	01/27/2026	Billing		(60.00)
01/27/2026	01/27/2026	Deposit Added Adju	Deposit Added	0.00	0.00	60.00	60.00
DEP			0.00	01/27/2026	Billing		60.00
01/27/2026	01/27/2026	Meter Read-Initial	WATER	1,013.00	0.00	0.00	0.00

HISTORY REGISTER FOR CITY OF ANDERSON SUMMARY

Billing Summary

Billing Item	Billing	Sales Tax	Penalty	Interest	Total
CAP	5.00	0.00	0.00	0.00	5.00
FINAL	(60.00)	0.00	0.00	0.00	(60.00)
SANIT	5.50	0.00	0.00	0.00	5.50
SEW	12.85	0.00	0.00	0.00	12.85
STMW	4.50	0.00	0.00	0.00	4.50
WAT	14.15	0.00	0.00	0.00	14.15
	(18.00)	0.00	0.00	0.00	(18.00)

Receipting Summary

Billing Item	Billing	Sales Tax	Penalty	Interest	Total
DEP	(60.00)	0.00	0.00	0.00	(60.00)
	(60.00)	0.00	0.00	0.00	(60.00)

Adjustment Summary

Billing Item	Billing	Sales Tax	Penalty	Interest	Total
DEP	60.00	0.00	0.00	0.00	60.00
	60.00	0.00	0.00	0.00	60.00

Other Information

Billing Item	Billing Usage	Adjusted Usage	Billing Units
CAP	0.00	0.00	1.00
DEP	0.00	0.00	0.00
FINAL	0.00	0.00	0.00
SANIT	0.00	0.00	1.00
SEW	0.00	0.00	1.00
STMW	0.00	0.00	1.00
WAT	0.00	0.00	1.00
	0.000000	0.000000	5.00

GRAND TOTALS

Billing Item	Billed	Adjusted	Penalty/Int	Receipt	Credit Xfer	Total
CAP	5.00	0.00	0.00	0.00	0.00	5.00
DEP	0.00	60.00	0.00	(60.00)	0.00	0.00
FINAL	(60.00)	0.00	0.00	0.00	0.00	(60.00)
SANIT	5.50	0.00	0.00	0.00	0.00	5.50
SEW	12.85	0.00	0.00	0.00	0.00	12.85
STMW	4.50	0.00	0.00	0.00	0.00	4.50
WAT	14.15	0.00	0.00	0.00	0.00	14.15
	(18.00)	60.00	0.00	(60.00)	0.00	(18.00)

Rental Agreement between:

Upstate SC Properties LLC

and

Tonya Winbush, Azariah Thomas

Dated: 03/11/2026

Summary of Key Information

Property Address:	411 Smith St, Anderson, SC 29624	
Lease Start Date:	03/20/2026	<i>See section 1.5</i>
Lease End Date:	03/31/2027	<i>See section 1.5</i>
Total Monthly Rent:	\$1,075.00	<i>See section 1.6</i>
Monthly Rent Amount:	\$1,075.00	<i>See section 1.6</i>
Monthly Pet Rent:	N/A	<i>See section 1.6</i>
Pro-Rated Rent Amount:	N/A	<i>See section 1.10</i>
Total Deposit(s):	\$1,075.00	<i>See section 1.8</i>
Security Deposit:	\$1,075.00	<i>See section 1.8</i>
Pet Deposit:	N/A	<i>See section 1.8</i>
Other Deposit:	N/A	<i>See section 1.8</i>
Move-in Fee Amount:	N/A	<i>See section 1.9</i>
Late Fee:	N/A	

The above summary table is provided as a reference. The Agreement will control if there is a conflict.

4. SIGNATURES

THE TENANT UNDERSTANDS THAT THE EXECUTION OF THIS AGREEMENT ENTAILS AN IMPORTANT DECISION THAT HAS LEGAL IMPLICATIONS. TENANT IS ADVISED TO SEEK HIS OR HER OWN COUNSEL, LEGAL OR OTHERWISE, REGARDING THE EXECUTION OF THIS AGREEMENT. TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO IT, AND HAS BEEN GIVEN A COPY. ELECTRONIC SIGNATURES MAY BE USED TO EXECUTE THIS AGREEMENT. IF USED, THE PARTIES ACKNOWLEDGE THAT ONCE THE ELECTRONIC SIGNATURE PROCESS IS COMPLETED, THE ELECTRONIC SIGNATURES ON THIS AGREEMENT WILL BE AS BINDING AS IF THE SIGNATURES WERE PHYSICALLY SIGNED BY HAND.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

TENANT(S):

Name: Tonya Winbush Sign: *Tonya Winbush* Date: 03 / 11 / 2026
Name: Azariah Thomas Sign: *Azariah Thomas* Date: 03 / 11 / 2026

LANDLORD(S):

Authorized Signer
Name: Gregory Whitfield Sign: *G. Whitfield* Date: 03 / 12 / 2026
Company Name: Upstate SC Properties LLC



CONTRACT FOR WATER AND/OR SEWER SERVICE
REQUIRED INFORMATION

You will need two (2) forms of identification for each adult that will be living at the residence.

DL
*Applicant Name: Tanya Klinbush
(First) (Middle) (Last)
*Resident One photo ID #: DL DOB: DOB Resident One 2nd form of ID #: DOB
*Service Address: 411 Smith St Subdivision: _____
*City: Anderson State: SC Zip: 29624
*Email Address: tanya.klinbush@gmail.com
*Mailing Address (If Not Property): same
*City: _____ State: _____ Zip: _____
*Contact Phone # (864) 933-0729 Home Phone #: same Work Phone #: same
*Previous Address: 309 Morris Lane
*City: Anderson State: SC Zip: 29625
*Resident Two photo ID #: N/A Resident Two 2nd form of ID #: N/A
*Owner Name (If Different): N/A

Two forms of acceptable Identification may be the following:

1. **First form of identification can be one of the following:**
 - Driver's License
 - Passport
 - State issued photo ID card
2. **Second form of identification can be one of the following:**
 - Social Security Card
 - Any legal or government ID such as a tax return, Medicare/Medicaid card
 - Current pay check stub
 - Employment I.D. card or badge (can only be used as 1 form of identification)

Lease/Closing Papers must accompany this contract along with a Photo ID.

500 94717

Please Read and Initial Important Information

TW This Agreement, when signed by the consumer and by an authorized representative of the City of Anderson, shall become a contract, under which the City agrees to furnish Water and/or Sewer Service to the location listed above. The below signed Consumer agrees to be responsible for receipt and payment of bills for these services. (Note: Failure to receive a monthly bill does not relieve Consumer of payment responsibility. If a bill is not received, the Consumer should contact the City Utilities office before the due date for a duplicate.)

TW It is further agreed that once the City's Utilities Department completes the services requested by the applicant, a monthly base water and sewer charge will be billed. The City reserves the right to discontinue service(s) if the Consumer breaches the contract. If service is involuntarily disconnected for cause, the Consumer agrees to pay all outstanding bills and an applicable reconnection fee for service to be restored. Additional deposits and late fees may also be required before reconnection.

TW It is unlawful for an unauthorized person to alter, tamper with, or bypass a meter which has been installed for the purpose of measuring water. Warrants will be taken on services found to be tampered. A person who tampers with a meter for a first offense is guilty of a misdemeanor and, upon conviction, must be fined not more than five hundred dollars or imprisoned no more than thirty days. For a second or subsequent offense, the person is guilty of misdemeanor and upon conviction, must be fined not more than ten thousand dollars or imprisoned not more than three years, or both.

TW In order for properties located outside the City limits to receive access to water and/or sewer service, the owner(s) of the above mentioned property must sign an agreement placing a restrictive covenant on the property. This agreement obligates the owner(s) and all future owner(s) to sign annexation petition(s) when requested by the City at any time in the future when annexation of the area becomes feasible. It also authorizes the City Attorney, as Attorney in Fact for the Owner, to sign a power of attorney for annexation petitions.

TW By signing this application for service, the applicant agrees to pay all costs of collection of the applicant's unpaid bill. The City has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the applicant through offset of the applicant's state income tax refund. If the City chooses to pursue debts owed by the applicant through the Setoff Debt Act, the applicant agrees to pay all fees and costs incurred through the set off process, including fees charged by the Department of Revenue, the South Carolina Association of Counties, the Municipal Association of South Carolina, and/or the City. If the City chooses to pursue debts in a manner other than setoff, applicant agrees to pay the costs and fees associated with the selected manner as well.

TW This application for water and/or sewer service shall remain valid for a period of one year after the date listed below. If construction has not started by this specified date, the application will be voided, and the water and/or sewer tapping fees will be forfeited. Additionally, construction shall commence within two years from the date listed below or the water and/or sewer tapping fees will be forfeited. Either of these dates may be coordinated with the City Utilities Department, as appropriate.

TW Due to the nature of sewer installations (street cut, stub out, road bore, or inspection fees) there may be additional charges to be determined by a representative of the City's Sewer Department and payment will be due upon receipt of bill.

TW Electric City Utilities will not be held responsible, or liable for any water damage that occurs from having a load on when water is turned on for service. It is the customer's responsibility to have all of the water faucets, spigots, etc. (inside and outside) in the "OFF" position prior to requesting water service.

Moving Requirements

TW It is the responsibility of the customer to request in writing a disconnection of service at their current address. Failure to provide Electric City Utilities a documented request for disconnection of service will result in the customer accepting responsibility for any unpaid balance until account is closed.

Meter Obstruction

TW If we are unable to read a meter due to an obstruction, i.e., a vehicle, dog house, leaves, dirt, shrubbery, etc. Electric City Utilities will charge the customer a minimum of 2000 cubic feet. This will be adjusted to correct usage once a meter can be properly read.

Paying Your Bill

TW Because Electric City Utilities bills for utility services after the service is provided, payment is due when you receive your bill. If charges become past due, a 10% late charge will be added and Electric City Utilities may begin disconnection procedures. If your service has been disconnected due to non-payment, a \$40.00 (before 4:30pm) or \$55.00 (after 4:30pm) reconnection fee and any past due utilities balances must be paid to reconnect service. A security deposit may also be required.

Return Check Fee

TW For your convenience, if your check is dishonored or returned for any reason, we will electronically debit your account for the amount of the check plus a processing fee of \$30.00.

I have read and understand the conditions of this contract and agree to accept the terms as stated.

Name of Applicant (Please Print) Tonia Winklesh Date: 3/16/26
 Signature of Applicant: [Signature]
 Approved by City Representative: [Signature] Date: 3-16-26

PLEASE DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

Property Information: Single Family ☐ Multi Family ☐ Duplex ☐ Commercial ☐ Industrial ☐ Other ☐
 Payment Information: Inside City (☐) Outside City (☐) Annexation Agreement Yes (☐) No (☐)
 Water Tap _____ Sewer Tap _____
 Irrigation Tap _____ Water Capacity Fees _____
 Sewer Capacity Fees _____ Stub Out _____
 Commercial Sewer Tap _____ Deposit Amount _____
 Total Collected _____

*Cent 19
60.00
dep
C/C*

SC USA
South Carolina

DRIVER'S LICENSE

DL

4d DL#:

1 WINBUSH

2 TONYA LASHAWN

3 741 KINGS RD

4 ANDERSON SC 296211425

5 DOB

6a Issued: 02/05/2020

6b Expires: 02/05/2028

7 Sex: F 8 Hgt: 5'-05"

9 Wgt: 160 lb 10 Eyes: BRO

11 Class: D 12 End: None

13 Restrictions: None

5 DD 0400040202274381533

Henry McMaster
Governor

Electric City Utilities

601 South Main St
Anderson, SC 29624

Office Hours: 8:30 - 5:00 M-F

24 HOUR OUTSIDE DROP BOX - "NO CASH"

Phone Number: 864-260-6347

To Report an after-hours EMERGENCY ONLY,
call for service: 1-800-925-1043

To pay by credit or debit card over the phone,
call 1-844-323-4109.

**Receipt**

Date	Receipt No.
03/16/26	0001032574
Cashier	
jd	

Received of:

TONYA WINBUSH
411 SMITH ST
ANDERSON, SC 29624

Description:

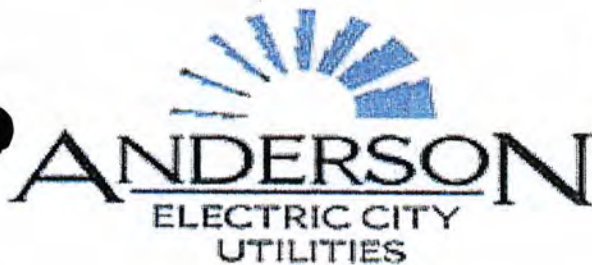
Item	Description	Amount
UB	500094717	\$60.00

SUBTOTAL: \$60.00

Payment Method	Check No.	Amount
OLD CREDIT CARD	100779	\$60.00
Account Number	Remaining Balance	
500094717	\$0.00	

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

ROA0256



Work Order

FINAL READ - VERIFY

Service Order Nbr: 26-091418
 Requested By: jdunn
 Account Number: 500092535
 Date / Time Created: 03/16/2026 12:57 PM

SERVICE ADDRESS **ROUTE:110**

CUSTOMER INFORMATION

411 SMITH ST

UPSTATE SC PROPERTIES LLC

(864) 245-5256

PROBLEM/WORK TO PERFORM:

ASSIGNED TO

Scheduled For: 03/20/2026

Service Information

Service Name: WATER

Meter Size: 3/4 INCH

RT OF DRIVE

Serial Number

Current Read Date

Current Reading

Prev Read Date

Prev Reading

315416

0

03/20/2026

227

Reading/Notes

since water was
already on we
did a final read
for new cst
moving in instead
of a connect

R 0227 GG

Performed By:

Date:

ROA0259

HISTORY REGISTER FOR CITY OF ANDERSON

Account Number Posted	Created	Service Address Trx Info	Customer Name Meter Read	Usage Transaction Type	History Amount	Account Balance History Balance Item Amount
Billing Item	Rate Name	Addl. Info Billed Usage Due Date				
500094717		411 SMITH ST	TONYA WINBUSH			42.00
04/07/2026	04/07/2026	Bill Calculated	03/20/26-03/30/26	0.00	0.00	42.00
CAP			0.00 04/26/2026	Billing		5.00
SANIT	SANIT FEE		0.00 04/26/2026	Billing		5.50
SEW	SEWER-RES INSIDE		0.00 04/26/2026	Billing		12.85
STMW			0.00 04/26/2026	Billing		4.50
WAT	WATER-RES INSIDE		0.00 04/26/2026	Billing		14.15
03/30/2026	03/20/2026	Meter Read	WATER 227.00	0.00	0.00	0.00
03/20/2026	03/16/2026	Meter Read-Initial	WATER 227.00	0.00	0.00	0.00
03/16/2026	03/16/2026	Payment Posted	0001032574 0.00	0.00	(60.00)	0.00
DEP			0.00 03/16/2026	Billing		(60.00)
03/16/2026	03/16/2026	Deposit Added Adju	Deposit Added 0.00	0.00	60.00	60.00
DEP			0.00 03/16/2026	Billing		60.00

HISTORY REGISTER FOR CITY OF ANDERSON SUMMARY

Billing Summary

Billing Item	Billing	Sales Tax	Penalty	Interest	Total
CAP	5.00	0.00	0.00	0.00	5.00
SANIT	5.50	0.00	0.00	0.00	5.50
SEW	12.85	0.00	0.00	0.00	12.85
STMW	4.50	0.00	0.00	0.00	4.50
WAT	14.15	0.00	0.00	0.00	14.15
	42.00	0.00	0.00	0.00	42.00

Receipting Summary

Billing Item	Billing	Sales Tax	Penalty	Interest	Total
DEP	(60.00)	0.00	0.00	0.00	(60.00)
	(60.00)	0.00	0.00	0.00	(60.00)

Adjustment Summary

Billing Item	Billing	Sales Tax	Penalty	Interest	Total
DEP	60.00	0.00	0.00	0.00	60.00
	60.00	0.00	0.00	0.00	60.00

Other Information

Billing Item	Billing Usage	Adjusted Usage	Billing Units
CAP	0.00	0.00	1.00
DEP	0.00	0.00	0.00
SANIT	0.00	0.00	1.00
SEW	0.00	0.00	1.00
STMW	0.00	0.00	1.00
WAT	0.00	0.00	1.00
	0.000000	0.000000	5.00

GRAND TOTALS

Billing Item	Billed	Adjusted	Penalty/Int	Receipt	Credit Xfer	Total
CAP	5.00	0.00	0.00	0.00	0.00	5.00
DEP	0.00	60.00	0.00	(60.00)	0.00	0.00
SANIT	5.50	0.00	0.00	0.00	0.00	5.50
SEW	12.85	0.00	0.00	0.00	0.00	12.85
STMW	4.50	0.00	0.00	0.00	0.00	4.50
WAT	14.15	0.00	0.00	0.00	0.00	14.15
	42.00	60.00	0.00	(60.00)	0.00	42.00

04/10/2026

HISTORY DETAIL LIST FOR CITY OF ANDERSON

Location Nu	Account Number	Service Address	Customer Name						
Posted	Created	Trx. Type Detail	Action Detail	Read	Usage	OtherInfo	Amount	Balance	
KIN3-00074	500033798	741 KINGS RD	TONYA L WINBUSH						
04/10/2026	04/10/2026	Meter Read	WATER	1,970.00	400.00	A	0.00	44.85	
03/21/2026	03/20/2026	Bill Calculated	02/11/26-03/13/26	0.00	0.00		44.85	44.85	
03/13/2026	03/13/2026	Meter Read	WATER	1,966.00	600.00	A	0.00	0.00	
03/07/2026	03/07/2026	Payment Posted	1,027,672.00	0.00	0.00		(83.62)	0.00	
02/21/2026	02/20/2026	Bill Calculated	01/13/26-02/11/26	0.00	0.00		39.82	83.62	
02/11/2026	02/11/2026	Meter Read	WATER	1,960.00	500.00	A	0.00	43.80	
02/11/2026	02/11/2026	Penalty		0.00	0.00		3.98	43.80	
01/21/2026	01/21/2026	Payment Posted	1,004,588.00	0.00	0.00		(82.07)	0.00	
01/21/2026	01/21/2026	Bill Calculated	12/10/25-01/13/26	0.00	0.00		39.82	39.82	
01/13/2026	01/13/2026	Meter Read	WATER	1,955.00	500.00	A	0.00	82.07	
01/12/2026	01/12/2026	Penalty		0.00	0.00		3.98	82.07	
12/21/2025	12/22/2025	Bill Calculated	11/07/25-12/10/25	0.00	0.00		39.82	78.09	
12/11/2025	12/11/2025	Penalty		0.00	0.00		3.48	38.27	
12/10/2025	12/10/2025	Meter Read	WATER	1,950.00	500.00	A	0.00	34.79	
11/21/2025	11/21/2025	Bill Calculated	10/09/25-11/07/25	0.00	0.00		34.79	34.79	
11/13/2025	11/13/2025	Payment Posted	971,623.00	0.00	0.00		(82.07)	0.00	
11/12/2025	11/12/2025	Penalty		0.00	0.00		3.48	82.07	
11/07/2025	11/07/2025	Meter Read	WATER	1,945.00	400.00	A	0.00	78.59	
10/21/2025	10/21/2025	Bill Calculated	09/09/25-10/09/25	0.00	0.00		34.79	78.59	
10/14/2025	10/14/2025	Penalty		0.00	0.00		3.98	43.80	
10/09/2025	10/09/2025	Meter Read	WATER	1,941.00	400.00	A	0.00	39.82	
09/21/2025	09/22/2025	Bill Calculated	08/07/25-09/09/25	0.00	0.00		39.82	39.82	
09/09/2025	09/09/2025	Meter Read	WATER	1,937.00	500.00	A	0.00	0.00	
08/25/2025	08/25/2025	Payment Posted	932,729.00	0.00	0.00		(95.25)	0.00	
08/21/2025	08/21/2025	Bill Calculated	07/09/25-08/07/25	0.00	0.00		39.82	95.25	
08/11/2025	08/11/2025	Penalty		0.00	0.00		5.04	55.43	
08/07/2025	08/07/2025	Meter Read	WATER	1,932.00	500.00	A	0.00	50.39	
07/21/2025	07/21/2025	Bill Calculated	06/09/25-07/09/25	0.00	0.00		50.39	50.39	
07/09/2025	07/09/2025	Meter Read	WATER	1,927.00	700.00	A	0.00	0.00	
07/04/2025	07/04/2025	Payment Posted	907,769.00	0.00	0.00		(88.66)	0.00	
06/21/2025	06/20/2025	Bill Calculated	05/07/25-06/09/25	0.00	0.00		50.39	88.66	
06/11/2025	06/11/2025	Penalty		0.00	0.00		3.48	38.27	
06/09/2025	06/09/2025	Meter Read	WATER	1,920.00	700.00	A	0.00	34.79	
05/21/2025	05/21/2025	Bill Calculated	04/09/25-05/07/25	0.00	0.00		34.79	34.79	
05/07/2025	05/07/2025	Meter Read	WATER	1,913.00	400.00	A	0.00	0.00	
05/05/2025	05/05/2025	Payment Posted	878,723.00	0.00	0.00		(50.39)	0.00	
04/21/2025	04/21/2025	Bill Calculated	03/11/25-04/09/25	0.00	0.00		50.39	50.39	
04/09/2025	04/09/2025	Meter Read	WATER	1,909.00	700.00	A	0.00	0.00	

ROA0263

601 South Main St
Anderson, SC 29624
Phone Number: 864-260-6347
Office Hours: 8:30 - 5:00 M-F
To Report an after-hours EME
Call: 1-800-925-1043

To pay online visit, www.cityofandersonsc.com
To pay over the phone please call 1-844-323-4109
Drop Box located in rear of building - "NO CASH"



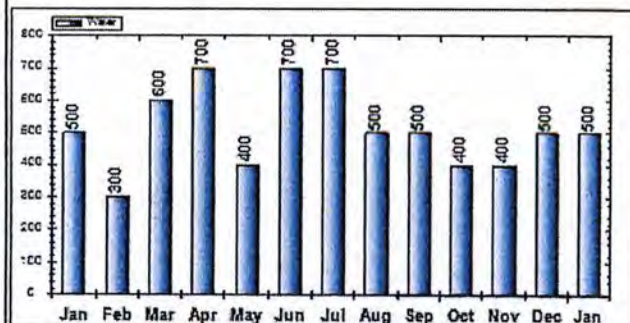
Account Number	Bill Date
500033798	01/21/2026
PIN #	DUE DATE:
c775a8a	02/10/2026
Service Dates: 12/10/2025 thru 01/13/2026	
Service Address: 741 KINGS RD	

TONYA L WINBUSH
741 KINGS RD
ANDERSON, SC 29621



Last Bill	Payments (Credits)	Adjustments	Past Due	New Charges	TOTAL DUE
78.09	(82.07)	0.00	0.00	39.82	39.82

DESCRIPTION	PREVIOUS	CURRENT	USAGE (CF)
WATER	1950	1955	500



WATER BILLED	\$39.82
--------------	---------

TOTAL NEW CHARGES

PAY THIS AMOUNT BY 02/10/2026

Due date applies to current charges ONLY.
Any past due balance is subject to disconnect now.
Please allow 7 days for mailing your payment.

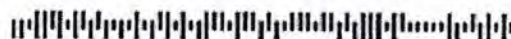
Important Messages

Please return this portion with payment.

Bill Date:	Service Address:	Account Number	Past Due After:
01/21/2026	741 KINGS RD	500033798	02/10/2026
		Total Amount Due:	Payment Amount:
		39.82	

TONYA L WINBUSH
741 KINGS RD
ANDERSON, SC 29621

(Please write account number on check.)
Make check payable & remit to:



Electric City Utilities
City of Anderson
PO Box 100146
Columbia, SC 29202-3146

500033798020000000039820000000000006

ROA0264

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

Electric City Utilities601 South Main St
Anderson, SC 29624

Phone Number: 864-260-6347

Office Hours: 8:30 - 5:00 M-F

To Report an after-hours EMERGENCY ONLY

Call: 1-800-925-1043

To pay online visit, www.cityofandersonsc.com
To pay over the phone please call 1-844-323-4109
Drop Box located in rear of building - "NO CASH"

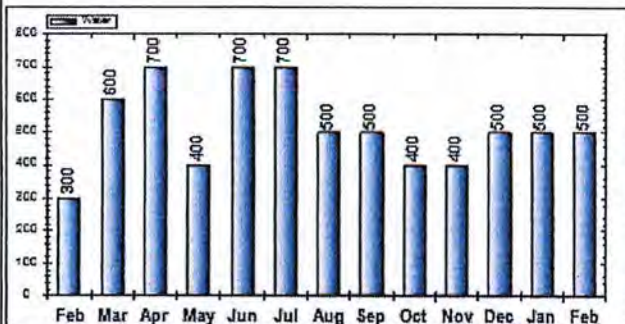
Account Number	Bill Date
500033798	02/21/2026
PIN #	DUE DATE:
c775a8a	03/10/2026
Service Dates: 01/13/2026 thru 02/11/2026	
Service Address: 741 KINGS RD	

TONYA L WINBUSH
309 MORRIS LN
ANDERSON, SC 29625

Last Bill	Payments (Credits)	Adjustments	Past Due	New Charges	TOTAL DUE
39.82	0.00	0.00	43.80	39.82	83.62

METER CONSUMPTION INFORMATION

DESCRIPTION	PREVIOUS	CURRENT	USAGE (CF)
WATER	1955	1960	500

**CURRENT ACTIVITY**

WATER BILLED \$39.82

TOTAL NEW CHARGES

39.82

PAY THIS AMOUNT BY 03/10/2026

83.62

Due date applies to current charges ONLY.
Any past due balance is subject to disconnect now.
Please allow 7 days for mailing your payment.**Important Messages**

THIS IS THE ONLY NOTICE YOU WILL RECEIVE FOR POTENTIAL DISCONNECTION ON A PAST DUE BALANCE.

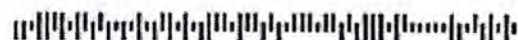
Please return this portion with payment.

Bill Date:	Service Address:	Account Number	Past Due After:
02/21/2026	741 KINGS RD	500033798	03/10/2026
Total Amount Due:		Payment Amount:	
83.62			

TONYA L WINBUSH
309 MORRIS LN
ANDERSON, SC 29625

(Please write account number on check.)

Make check payable & remit to:

Electric City Utilities
City of Anderson
PO Box 100146
Columbia, SC 29202-3146

500033798020000000083620000000000005

ROA0265

ELECTRONICALLY FILED - 2026 May 05 11:19 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

Electric City Utilities

601 South Main St
Anderson, SC 29624
Phone Number: 864-260-6347
Office Hours: 8:30 - 5:00 M-F
To Report an after-hours EMERGENCY ONLY
Call: 1-800-925-1043

To pay online visit, www.cityofandersonsc.com
To pay over the phone please call 1-844-323-4109
Drop Box located in rear of building - "NO CASH"

TONYA L WINBUSH
411 SMITH ST
ANDERSON, SC 29624



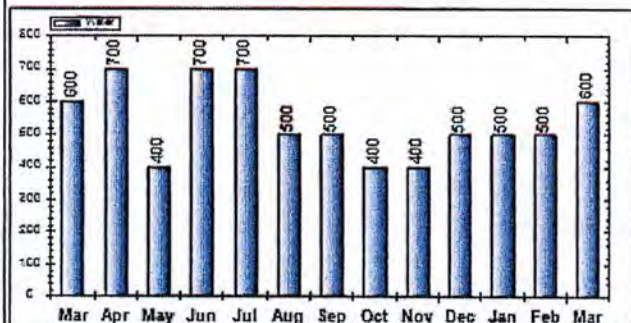
Account Number	Bill Date
500033798	03/21/2026
PIN #	DUE DATE:
c775a8a	04/10/2026
Service Dates: 02/11/2026 thru 03/13/2026	
Service Address: 741 KINGS RD	



Last Bill	Payments (Credits)	Adjustments	Past Due	New Charges	TOTAL DUE
83.62	(83.62)	0.00	0.00	44.85	44.85

METER CONSUMPTION INFORMATION

DESCRIPTION	PREVIOUS	CURRENT	USAGE (CF)
WATER	1960	1966	600

**CURRENT ACTIVITY**

WATER BILLED \$44.85

TOTAL NEW CHARGES 44.85

PAY THIS AMOUNT BY 04/10/2026 44.85

Due date applies to current charges ONLY.
Any past due balance is subject to disconnect now.
Please allow 7 days for mailing your payment.

Important Messages

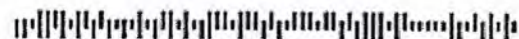
Please return this portion with payment.

Bill Date:	Service Address:	Account Number	Past Due After:
03/21/2026	741 KINGS RD	500033798	04/10/2026
Total Amount Due:		Payment Amount:	
44.85			



TONYA L WINBUSH
411 SMITH ST
ANDERSON, SC 29624

(Please write account number on check.)
Make check payable & remit to:



Electric City Utilities
City of Anderson
PO Box 100146
Columbia, SC 29202-3146

500033798020000000044850000000000006

ROA0266

Electric City Utilities

601 South Main St
Anderson, SC 29624
Phone Number: 864-260-6347
Office Hours: 8:30 - 5:00 M-F

To Report an after-hours EMERGENCY ONLY
Call: 1-800-925-1043

To pay online visit, www.cityofandersonsc.com
To pay over the phone please call 1-844-323-4109
Drop Box located in rear of building - "NO CASH"



Account Number	Bill Date
500033798	04/21/2026
PIN #	DUE DATE:
c775a8a	05/10/2026
Service Dates: 03/13/2026 thru 04/10/2026	
Service Address: 741 KINGS RD	



TONYA L WINBUSH
411 SMITH ST
ANDERSON, SC 29624

Last Bill	Payments (Credits)	Adjustments	Past Due	New Charges	TOTAL DUE
44.85	0.00	0.00	44.85	34.79	84.13

METER CONSUMPTION INFORMATION			
DESCRIPTION	PREVIOUS	CURRENT	USAGE (CF)
WATER	1966	1970	400

CURRENT ACTIVITY	
WATER BILLED	\$34.79
TOTAL NEW CHARGES	34.79
PAY THIS AMOUNT BY 05/10/2026	84.13

Due date applies to current charges ONLY.
Any past due balance is subject to disconnect now.
Please allow 7 days for mailing your payment.

Important Messages
THIS IS THE ONLY NOTICE YOU WILL RECEIVE FOR POTENTIAL DISCONNECTION ON A PAST DUE BALANCE.

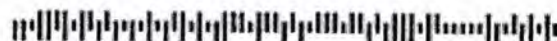
Please return this portion with payment.

Bill Date:	Service Address:	Account Number	Past Due After:
04/21/2026	741 KINGS RD	500033798	05/10/2026
		Total Amount Due:	Payment Amount:
		84.13	



TONYA L WINBUSH
411 SMITH ST
ANDERSON, SC 29624

(Please write account number on check.)
Make check payable & remit to:



Electric City Utilities
City of Anderson
PO Box 100146
Columbia, SC 29202-3146

500033798020000000084130000000000004

ROA0267

ELECTRONICALLY FILED - 2026 May 05 11:10 AM - ANDERSON - COMMON PLEAS - CASE#2026CP0401100

Certification for Court



Customer No: _____ **Driver License No:** _____
Name: WINBUSH, TONYA LASHAWN
Address: 741 KINGS RD
City: ANDERSON **State:** SC **Zip:** 296211425
County: ANDERSON
DOB: _____ **Sex:** F **Driver Training:** N
Height: 5'05 **Weight:** 160 **Eye Color:** BRO **Race:** BLACK
Status - DL: NO SUSPENSION **CDL:** NO DISQUALIFICATION

License Information

Type	Class	Function	Issued	Expires	Printed Date	Restr.	Endor.	Document Identifier (ACN / DDN)
Current								
DL (R)	D	Reissue	02/05/2020	02/05/2028		N	N	0400040202274381533



Prior

DL (R)	D	Renewal	02/05/2020	02/05/2028		N	N	0400040102274380071
DL	D	Renewal	07/21/2016	11/29/2026		N	N	1011525100065353
DL	D	Renewal	07/31/2007	11/29/2017		N	N	N/A
DL	D	Duplicate	09/21/2012	11/29/2017		N	N	1011213000034371
DL	D	Modify	07/02/2012	11/29/2017		N	N	1011210200050336
DL	D	Renewal	12/12/2005	11/29/2015		N	N	N/A
DL	D	Returned	12/12/2005	11/29/2015		N	N	N/A
DL	D	Renewal	11/03/2000	11/29/2005		N	N	N/A
DL	D	Duplicate	02/05/2003	11/29/2005		N	N	N/A
DL	D	Duplicate	08/29/2003	11/29/2005		N	N	N/A

Name Change -

Name: THOMAS, TONYA W

Date Changed: 07/21/2016

Certified to be a true and correct copy of the original document on file with

the South Carolina Department of Motor Vehicles

Karen X. Shivers
Executive Director

Certification for Court

Customer No:

Name: WINBUSH, TONYA LASHAWN

Driver License No.:

Name Change -

Name: WINBUSH, TONYA LASHAWN

Date Changed: 12/01/1995

Address Change -

Address: 1067 WHITNER DR

City: ANDERSON

State: SC

Zip: 296212487

Date Changed: 02/05/2003

Address Change -

Address: 889 KINGS RD

City: ANDERSON

State: SC

Zip: 296212436

Date Changed: 07/31/2007

Address Change -

Address: 1067 WHITNER DR

City: ANDERSON

State: SC

Zip: 296212487

Date Changed: 04/26/2010

ROA0270



Current Plate

VIN:
Empty Weight: 3448

Year: 2018

Make: KIA

Model: SPORTAGE

Body: SU

Title Number:
Status: CURRENT TITLE

Issue Date: 11/04/2021

Dup: N

Owner Number:
Owner Name: WINBUSH, TONYA LASHAWN
Owner Address: 741 KINGS RD ANDERSON SC, 296211425

Last Transaction: RENEW REGISTRATION

Plate Number: 9551ND
Date of Issue: 02/27/2026
GVW: 0
County: 4 - ANDERSON
Vehicle Housed Address: 741 KINGS RD ANDERSON SC, 296211425
Sale Price: \$15,998.00
Tax Credit: \$0.00

Plate Class: GT1 IN GOD WE TRUST
Plate Exp Date: 08/31/2027
Empty Weight: 3448
Municipality: 0
Trade-In Amount: \$1,000.00
Tax Exemption: N/A

Decal Exp Date: 08/31/2026
Equip Number:
School District: 00

Vehicle Type: 1
Annual Fee: \$40.00

Sales Tax Number: 0
State Tax Paid:

Lien No: 1
Lien Holder Name: CAPITAL ONE AUTO FINANCE
Lien Holder Address: 7933 PRESTON RD PLANO TX, 750242302
Lien Date: 09/08/2021
Lien Satisfaction Date:

Insurance: CONFIRMED
Insurance Company NAIC: 25941
Insurance Company Name: UNITED SERVICES AUTOMOBILE ASSOCIATION
Insurance Policy Number:



End of Report



Current Plate

VIN: 2FMPK3K86FBB30087
Empty Weight: 3927

Year: 2015

Make: FORD

Model: EDGE

Body: SU

Title Number: 772010502454629C
Status: CURRENT TITLE (ELT)

Issue Date: 02/11/2026

Dup: N

Owner Number: 34416554
Owner Name: THOMAS, AZARIAH NAOMI RENEE
Owner Relationship: OR
Owner Address: 741 KINGS RD ANDERSON SC, 296211425

Owner Number: 25863380
Owner Name: WINBUSH, TONYA LASHAWN

Last Transaction: TRANSFER PLATE

Plate Number: 3879TK
Date of Issue: 08/06/2025
GVW: 0

Plate Class: GT1 IN GOD WE TRUST
Plate Exp Date: 08/31/2027
Empty Weight: 3927
Municipality: 0

Decal Exp Date: 08/31/2026
Equip Number:
School District: 00

Vehicle Type: 1

Annual Fee: \$40.00

County: 4 - ANDERSON
Vehicle Housed Address: 741 KINGS RD ANDERSON SC, 296211425
Sale Price: \$13,187.50
Trade-In Amount: \$0.00

Sales Tax Number: 0

Lien No: 1
Lien Holder Name: CAPITAL ONE AUTO FINANCE
Lien Holder Address: PO BOX 660068 SACRAMENTO CA, 958660068
Lien Date: 01/10/2026
Lien Satisfaction Date:

Insurance: CONFIRMED
Insurance Company NAIC: 25941
Insurance Company Name: UNITED SERVICES AUTOMOBILE ASSOCIATION
Insurance Policy Number: 0141667087103



End of Report



Current Plate

VIN: MAJ3P1TEXJC235632
Empty Weight: 3080

Year: 2018

Make: FORD

Model: ECOSPORT

Body: SU

Title Number: 772060405702905
Status: CURRENT TITLE (ELT)

Issue Date: 06/19/2021

Dup: N

Owner Number: 32558884
Owner Name: THOMAS, BRADEJAH LASEAN
Owner Relationship: OR
Owner Address: 741 KINGS RD ANDERSON SC, 296211425

Owner Number: 25863380
Owner Name: WINBUSH, TONYA LASHAWN

Last Transaction: RENEW REGISTRATION

Plate Number: RTF836
Date of Issue: 02/27/2026
GVW: 0

Plate Class: RP2 REGULAR PLATE
Plate Exp Date: 10/31/2027
Empty Weight: 3080
Municipality: 0

Decal Exp Date: 10/31/2026
Equip Number:
School District: 00

Vehicle Type: 1

Annual Fee: \$40.00

County: 4 - ANDERSON
Vehicle Housed Address: 741 KINGS RD ANDERSON SC, 296211425
Sale Price: \$17,998.00
Trade-In Amount: \$0.00

Sales Tax Number: 0

Lien No: 1
Lien Holder Name: CARMAX BUSINESS SERVICES LLC
Lien Holder Address: PO BOX 440609 KENNESAW GA, 301609511
Lien Date: 05/27/2021
Lien Satisfaction Date:

Insurance: CONFIRMED
Insurance Company NAIC: 25968
Insurance Company Name: USAA CASUALTY INSURANCE COMPANY
Insurance Policy Number: 0261842707101



End of Report

Profile

Contact Information

Address

309 Morris Lane
Anderson, SC 29624

Phone Number

(821) 777-1010

Recent Offices & Positions Held

City Council

Open Offices

Anderson Seat 5

</public/candidates-public-officials/person/campaign-disclosure-reports/reports?personId=56497&seild=53946&offi>

All Positions Listed on SEI Reports

Office or Position Name

Entity

Type

City Council

Anderson

Candidate

Closed Offices

Office Name

Start ↓

End

Anderson #5 School Board (</public/candidates-public-officials/person/campaign-disclosure-reports/reports?personId=31971&seild=53946&officId=47951>)

2022

2022

SEI Report 2026

Disclosing Interests for: 2025

Version: Original Report

Status: Submitted February 18, 2026

PDF Generated: April 10, 2026 at 2:46:32 PM GMT-4

Your Details

Name

Tonya Winbush

Mailing Address

309 Morris Lane
Anderson, SC 29624

County

Anderson

Phone Number

Office Phone
821-777-1010

Positions Reported

Candidate

Anderson City Council

Office Term 4/2026 - 4/2030

Registered to Run for Office 1/2026

Personal Income for 2025

Private Income

Source

Department of Veterans Affairs

Income Type

Employer

Income from an SC Governmental Entity

Source

Not Applicable

Income Type

None

Income Amount for 2025

\$0.00

Income from Government Contractors Associated with a Governmental Entity

Source

Amount ...

Relationship with...

Nature of Bu...

Entity Invol...

Street Address

No entries

to display.

Gifts Received

Gift Description

Estimated Value

Given By

Relationship to Gift G...

ROA0277

No entries to display.

Speaking Engagement Expenses Paid for or Reimbursed

Hosting Organiz...	Date of Event	Amount Received	Event Purpose	Location
--------------------	---------------	-----------------	---------------	----------

No entries to display.

Family Members' Income for 2025

Private Income for Immediate Family Members

Source	Income Type
--------	-------------

No entries to display.

Government Income for Immediate Family Members

Source	Income Type	Income Amount for 2025
--------	-------------	------------------------

No entries to display.

Business Activity in 2025

Regulated Business Associations

Business Name	Your Relationship	Agency Regulation
---------------	-------------------	-------------------

No entries to display.

Business Interests

Business Name	Your Relationship
---------------	-------------------

No entries to display.

Property Activity in 2025

Improvements to Real Property

Property Description	Street Address	Improvements
----------------------	----------------	--------------

No entries to display.

Property With Potential Conflict of Interest

Property Description	Street Address	Potential Conflict
----------------------	----------------	--------------------

No entries to display.

Property Sold, Rented, or Leased to a Public Agency

Transaction	Street Address	Agency Involved	Amount
-------------	----------------	-----------------	--------

No entries to display.

Lobbyist Connections in 2025

Lobbyists in Your Immediate Family

Lobbyist Name	Relationship
---------------	--------------

No entries to display.

Goods and Services Purchased by Lobbyists or Lobbyists' Principals

Lobbyist or Principal ...	Description of Purchase	Purchased From	Amount
---------------------------	-------------------------	----------------	--------

No entries to display.

Creditors Associated with Government Agency

Creditor Name	Creditor Address	Original Amount	Outstanding Am...	Interest
---------------	------------------	-----------------	-------------------	----------

No entries to
display.

Additional Interests for 2025

Additional Information for 2026 SEI Report

Information

No entries to display.

Electronic Filing

Candidate Campaign Disclosure Review

Initial Report 2026

Candidate: Tonya Winbush
Position Sought: Anderson Seat 5
Election Type: General
Election Date: Apr 7, 2026
Filing Type: Original Report, Filed
Submitted Date: Mar 15, 2026

Demographic Information

309 Morris Lane
Anderson, SC 29624
821-777-1010
County: Anderson

Report Type

Initial Report 2026

Filing Fee

Case Note: If the filing fee is greater than \$0, the filing fee was paid from personal funds and is the only expense for the campaign.

Amount of Filing Fee: \$200.00

Contributions

	This Period	Election Cycle
Cash Contributions	\$1,240.00	\$1,240.00
In-kind Contributions	\$0.00	\$0.00
Debt Setoff Funds	\$0.00	\$0.00
Personal Contributions	\$200.00	\$200.00
Loans	\$0.00	\$0.00
Account Credits	\$0.00	\$0.00
Total	\$1,440.00	\$1,440.00

Expenditures

	This Period	Election Cycle
Expenditures	\$70.25	\$70.25
Returned Contributions	\$0.00	\$0.00
In-Kind Expenditures	\$0.00	\$0.00
Total	\$70.25	\$70.25

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ROA0281

Balance of Contributions

	This Period
Contributions on Hand (Beginning this Period)	\$0.00
Total Contributions (This Period)(+)	\$1,440.00
Total Expenditures (This Period)(-)	\$70.25
Contributions On Hand (Period End)(=)	\$1,369.75

Loans

Loan Balance:	\$0.00
---------------	--------

Contributions

Date	Contributor	Address	Occupation	Amount
2/19/2026	Khalilah Gray	445 Edison Rail Lane Knightdale, NC 27545	Retired	\$1,000.00
2/18/2026	David Bell	709 Redwood Avenue Anderson, SC 29621	Retired	\$150.00
2/13/2026	Laneika Musalini	1506 Dunn Rd Anderson, SC 29625	Higher Education Administration	\$50.00
2/13/2026	Dewain Teasley	2828 Smith McGee Road Starr, SC 29655	Employee	\$10.00
2/12/2026	Jacob Franzen	1603 Stringer Rd Belton , SC 29627	SSI	\$5.00
2/12/2026	Eleanor Walters	2710 Dellwood Ln Anderson, SC 29621	Retired	\$25.00
1/29/2026	Tonya Winbush	309 Morris Lane Anderson, SC 29624	Personal	\$200.00
Total				\$1,440.00

Expenditures

Date	Vendor	Address	Description	Amount
2/19/2026	Raise The Money, Inc.	P.O. Box Little Rock , AR 72221	Processing Fee	\$49.25
2/18/2026	Raise The Money, Inc.	P.O. Box Little Rock , AR 72221	Processing Fee	\$7.60
2/13/2026	Raise The Money, Inc.	P.O. Box Little Rock , AR 72221	Processing Fee	\$2.70
2/13/2026	Raise The Money, Inc.	P.O. Box Little Rock , AR 72221	Processing Fee	\$8.73
2/12/2026	Raise The Money, Inc.	P.O. Box Little Rock , AR 72221	Processing Fee	\$0.50
2/12/2026	Raise The Money, Inc.	P.O. Box Little Rock , AR 72221	Processing Fee	\$1.47

From: [Chris Kenney](#)
To: [McIntosh, Lawton Secretary \(Tammy Jennings\)](#); [McIntosh, Lawton Law Clerk \(Carson Neeves\)](#)
Cc: info@darrylthompson.org; [Frankie McClain](#); ["rcampbell@cityofandersonsc.com"](mailto:rcampbell@cityofandersonsc.com)
Subject: Winbush v. City of Anderson, et al - 2026-CP-04-01100
Date: Tuesday, June 30, 2026 10:32:34 AM

Judge McIntosh,

I represent the Appellant, Tonya Winbush, in the above-referenced election law appeal. I am writing to see if there is any additional information that the parties can provide to assist the Court in reaching a ruling.

As Your Honor knows, this dispute concerns the outcome of the April 7, 2026, Election for City Council Seat 5. Under South Carolina Code Section 5-15-40, members of city council serve four-year terms with the retiring incumbent's term ending today, which will leave the residents of Seat 5 without representation until this dispute is resolved.

If the parties can assist the Court by providing additional briefing or proposed orders for Your Honor's consideration, please do not hesitate to ask.

Thank you in advance for the consideration.

Chris Kenney

Christopher P. Kenney

CHRIS KENNEY LAW

Post Office Box 1377

NEW PHYSICAL ADDRESS: 2191 Pickens St., Suite 304 (29201)

Columbia, South Carolina 29202

803-546-3695

cpk@chriskkenney.law

Please note our new physical address at the BullStreet District and update your records accordingly. Thank you.

CONFIDENTIALITY NOTICE: This email is sent by an attorney and may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are not authorized to read, print, copy, retain, or disseminate any part of this communication. If you have received this communication in error, please delete this message from your system immediately and notify the sender immediately. Thank you.

ROA0291

RECEIVED
JUL 08 2026
S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

Appeal from the
COURT OF COMMON PLEAS, ANDERSON COUNTY
The Honorable R. Lawton McIntosh, Circuit Judge

Case No. 2026-CP-04-001100

Tonya Winbush.....Appellant,

v.

City of Anderson, South Carolina;
Anderson Municipal Election Commission;
David Ford, Clara E. Humphrey, and Renee
Fields-York, in their Official Capacities as
Municipal Election Commissioners;
and Darryl Thompson.....Respondents.

NOTICE OF APPEAL

Appellant Tonya Winbush hereby appeals the Form 4 Order of the Honorable R. Lawton McIntosh, Circuit Judge, dated July 7, 2026, which affirms the April 17, 2026, Decision of the Anderson Municipal Election Commission overturning the result of the April 7, 2026, Election for City Council Seat 5. A copy of the Order (**Exhibit A**) and Decision (**Exhibit B**) are attached.

Review is sought pursuant to S.C. Code Ann. § 14-8-200(b)(5) and Rule 203(d)(1)(A)(iv) of the South Carolina Appellate Court Rules.

[signature page follows]

Respectfully submitted,

s/Christopher P. Kenney

Christopher P. Kenney (SC Bar No. 100147)

CHRIS KENNEY LAW

Post Office Box 1377

2191 Pickens St., Suite 304 (29201)

Columbia, SC 29202

(803) 546-3695

cpk@chriskenny.law

ATTORNEY FOR APPELLANT

TONYA WINBUSH

July 8, 2026

Columbia, South Carolina.

RECEIVED
JUL 08 2026
S.C. SUPREME COURT

Exhibit A
Form 4 Order of
Judge R. Lawton McIntosh,
dated July 7, 2026

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2026 CP-04-01100

TONYA WINBUSH
PLAINTIFF(S)

CITY OF ANDERSON, DEFENDANT, ET AL
DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

ON MAY 5, 2026, A HEARING WAS HELD ON AN APPEAL OF THE DECISION OF THE ANDERSON MUNICIPAL ELECTION COMMISSION BY APPELLANT TONYA WINBUSH.

IN AN APPEAL OF A DECISION OF AN ELECTION COMMISSION THE CIRCUIT COURT APPLIES A LIMITED APPELLANT STANDARD OF REVIEW. THE COURTS STANDARD OF REVIEW IS LIMITED TO REVIEWING ONLY ERRORS OF LAW WHILE ACCEPTING THE COMMISSIONS FACTUAL FINDINGS UNLESS THEY ARE WHOLLY UNSUPPORTED BY THE EVIDENCE.

IN THIS MATTER THE COURT FINDS THERE IS NO ERRORS OF LAW AND THE FACTUAL FINDINGS ARE SUPPORTED BY EVIDENCE.

ACCORDINGLY, THE ANDERSON MUNICIPAL ELECTION COMMISSION IS AFFIRMED.

This order ☒ ends ☐ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

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

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Anderson Common Pleas

Case Caption: Tonya Winbush VS City Of Anderson , defendant, et al

Case Number: 2026CP0401100

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2026-07-07 12:06:31 page 3 of 3

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Exhibit B
April 17, 2026, Decision of the
Anderson Municipal Election Commission

CITY OF ANDERSON)
MUNICIPAL ELECTION COMMISSION)

DECISION

RE: Protest of April 7, 2026
Election – Seat 5

This matter was heard by the Municipal Election Commission on April 14, 2026, pursuant to a protest filed by Darryl Thompson, a candidate for Seat 5. Present at the hearing were Daryl Thompson, pro se, Tonya Winbush and her attorney, Brooke Ennis. Also present were Rame Campbell and J. Franklin McClain, attorneys for the City of Anderson.

Mr. Thompson testified that the protest was based upon information he had received that Ms. Winbush was not a resident of Seat 5 when she filed for the election. He introduced into evidence a deed signed by Ms. Winbush dated March 12, 2026 and recorded March 26, 2026. The deed conveyed the property at 741 Kings Road to Ms. Winbush as Trustee of a revocable trust. The grantee's address on the deed is 741 King Street, which is not in the city.

Ms. Winbush testified that prior to filing for election she had relocated to 309 Morris Lane which is located in Seat 5. She presented copies of a lease of the Morris Lane property, and an application for water service at the Morris Lane property.

Pursuant to a request of the Commission at the time the protest was filed, the City attorneys investigated the matter and presented a notebook containing documents relevant to the issue. These documents included the deed described above, the county Auditor's records showing that the King Street property continues to be assessed as the residence of Ms. Winbush, reregistration of automobiles owned by Ms. Winbush dated February 27, 2026 and registered at the King Street address; bills showing the lack of water using at 3099 Morris Lane from January to April; Driver's License with SCDMV shows her address to be 741 Kings Road.

Section 38-3 of the Anderson City Code provides that candidates “ seeking office from a particular district shall be a resident of the district at the time they offer for election.” In addition, S.C. Code Section 7-5-610 requires residence within the corporate limits for thirty days previous to the election.

Based upon the evidence submitted, it appears that Ms. Winbush had not abandoned her residence and domicile at 741 Kings Road at the time she filed to run, or thereafter.

It is therefore the decision of the Municipal Election Commission that the election of Ms. Winbush to Seat 5 is invalidated.

April 17, 2026


David Ford
Chairman

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